

The Authorised Officer (AO)

of

IDBI BANK LIMITED

Kankathumukku, Kollam

TENDER DOCUMENT

For

Sale of Immovable and Moveable Assets of

M/s J L Cashews Pvt Ltd

Managing Partner : Smt Leelamma John

Partner : Shri John M George

Under the provisions of

The Securitisation and Reconstruction of Financial Assets and Enforcement of

Security Interest Act, 2002

and

The Security Interest (Enforcement) Rules, 2002

CONTENTS		
Sr. No	Particulars	Page No.
I	Public Notice for Sale through e-auction published in the newspapers	3
II	Possession Notice published in newspapers	4
III	Brief Description of Secured Asset - Immovable Property	5
IV	Outstanding Dues of Secured Creditor (IDBI Bank Ltd)	6
V	Terms & Conditions	7-14
VI	Form - Profile of the Bidder –Individual	15-16
VII	Form - Profile of the Bidder – Company/ Firm/ Proprietorship	17-19
VIII	Form-Appendix to the Bid/ Offer (Declaration by the Bidder)	20-22

IDBI BANK IDBI Bank Limited, Omkaram, Kankathumukku,
Kollam Branch, Kerala, Pin 691 012

Mob: 09633177957, Branch: 0474-2790260/70/80, IFSC:- IBKL0000737, SWIFT Code:- IBKLINBB027

PUBLIC NOTICE FOR SALE OF IMMOVABLE PROPERTY

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 9 (1) of the Security Interest (Enforcement) Rules, 2002

Notice is hereby given to the public in general and in particular to the Borrower/ Guarantor that the below described immovable property mortgaged/charged to the Secured Creditor, i.e. IDBI Bank Limited, the physical possession of which has been taken by the Authorised Officer of IDBI Bank Limited, will be sold on "As is where is", "As is what is", and "Whatever there is" basis on 29.03.2024, for recovery of Rs. 2,70,59,496.00 (Rupees Two Crore Seventy Lakh Fifty Nine Thousand Four Hundred and Ninety Six Only) as on 16/06/2017 together with further interest and charges thereon due to IDBI Bank Limited from M/s J L Cashews Pvt. Ltd. KMC-XIII/1790, Padipurakkal, Prathibha Junction, Bhavana Nagar, Kadappakkada P. O., Kollam (Dist.), Pin: 691008, 2) John M. George, S/o M. George, 3) Leelamma John, W/o. John M. George, Both are residing at :- Padipurakkal, Prathibha Junction, Bhavana Nagar, Kadappakkada P. O., Kollam (Dist.), Pin: 691008. The reserve price and the earnest money deposit will be as follows:

Date of inspection : 16.03.2024 to 25.03.2024 between 10 am to 5 pm

Last date of online submission of bid : 28.03.2024 before 3.00 pm

Date and Time of E-auction: 29.03.2024 from 10.30 am to 11.30 am

Lot 1 :- Machinery lying at Cashew Factory, Kalayapuram

Description of the Moveable Property

SL.NO.	ITEMS	NAME OF THE PARTY	INVOICE NO.	DATE
1	Diesel Generator	Powerlite Engineering	0 10	12.02.2015
2	Husk Cleaning Machine	Bhavani Industries	0 71	04.06.2015
3	Sorting Machine	Venus Sorting Technologies Pvt. Ltd.	20	09.06.2014
4	Crates	Nilkamal Ltd.	6104061604	30.05.2014
5	Air Compressor	Hitech Power Ltd.	KM-140045	09.06.2014
6	Cashew Manual Cutting Machine	Perfect Engineering	0 3	07.04.2014
7	Vertical Boiler	Abhay Engineering	000 2	05.04.2014
8	Stream Heated Drier	Pragathi Engineers	121	17.03.2014
9	Cashew Cooker	Abhay Engineering	000 204	17.03.2014
10	Elevator For Loading Cashew	Abhay Engineering	000 203	08.03.2014
11	Raw Cashew Nut Sizing Machine	Pragathi Engineers	118	08.03.2014
12	Peeling Machine	Aratrika Agro	13	19.06.2014
13	Automatic Cashew Shelling Machine	Shri Ganesh Agro Implex	0 24	14.06.2014
14	Scooping Table & Chair	Perfect Engineering	31	15.10.2014
15	Cashew Sorting Stainless Steel Table & Chair	Perfect Engineering Works	11	02.06.2014
16	Cashew Sorting Stainless Steel Table & Chair	Perfect Engineering Works	0 9	16.05.2014
17	Blades & FitterFor cutting Machine	Esji Trading Company	0 119	15.11.2014

Reserve price: Rs.13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand only)
EMD : 1,35,000/- (Rupees One Lakh Thirty Five Thousand only)

Lot 2 :- Cashew Factory at Kalayapuram along with machinery described in Lot 1 : Description of the Immovable Property : All the piece and parcels of land admeasuring 28.20 Ares comprised in Re-Survey no.106/8 situated at Kalayapuram Village, Kalayapuram Sub District, Kottarakkara Taluk, Kollam District along with buildings, trees and all other appurtenant thereto and covered by Sale deed No.1449/2012, **Boundaries as per location Sketch :-** On or towards **East by :** Road, On or towards **West by :** Property of Gopakumar and Sujatha, On or towards **North by :** Property of Kunjuraman Pillai, On or towards **South by :** Road.

Reserve price: Rs. 1,25,50,000/- (Rupees One Crore Twenty Five Lakh Fifty Thousand Only)
EMD : Rs. 12,55,000/- (Rupees Twelve Lakh Fifty Five Thousand Only)

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

For more detailed terms and condition of the sale, Please refer to the link provided in IDBI bank's website <https://www.idbibank.in - Announcements - Notices - Tenders from 14.03.2024>

Place : Kollam (Sd/-) Authorised Officer,
Date : 13.03.2024 IDBI Bank Ltd.

IDBI BANK ഐ.ഡി.ബി.ഐ. ബാങ്ക് ലിമിറ്റഡ്, കൊങ്കാടം, കാങ്കത്തമുക്കു, കൊല്ലം ബ്രാഞ്ച്, കേരളം, പിൻ-691012

Mob: 09633177957, Branch: 0474-2790260/70/80, IFSC:- IBKL0000737, SWIFT Code:- IBKLINBB027

സ്ഥാവര വസ്തുവിന്റെ പൊതു വിൽപനാ നോട്ടീസ്

സെക്യൂരിറ്റൈസേഷൻ ആൻഡ് റീ കൺസ്ട്രക്ഷൻ ഓഫ് ഫൈനാൻഷ്യൽ അസ്സെറ്റ്സ് ആൻഡ് ഫിനാൻഷ്യൽ ആസ്തികളുടെ വിൽപനയ്ക്കായി ആക്ട്, 2002 ലെ സെക്യൂരിറ്റി ഇൻ്ററസ്റ്റ് (എൻ്റൈൻ്റ് സെക്യൂരിറ്റി) റൂൾസ് 2002 നു തുല്യ 9(1) പ്രകാരമുള്ള സ്ഥാവര വസ്തുക്കളുടെ ഇ-ലേല വിൽപനാ നോട്ടീസ്.

ബാങ്കിൽ പണയപ്പെടുത്തിയ താഴെ കൊടുത്തിരിക്കുന്ന സ്ഥാവര വസ്തുക്കൾ ഐ.ഡി.ബി.ഐ. ബാങ്ക് ലിമിറ്റഡിന്റെ അധികാരപ്പെട്ട ഉദ്യോഗസ്ഥൻ പ്രത്യക്ഷമായി കൈവശമെടുത്തിട്ടുള്ളതാണെന്ന് വായ്പക്കാരൻ/ജോയ്ക്കാരൻ M/s ജെ. എൽ. കാഷ്യൂസ് പ്രൈവറ്റ് ലിമിറ്റഡ്, KMC-XIII/1790, പടിപ്പുറക്കൽ, പ്രതിഭ ജംഗ്ഷൻ, ഭാവന നഗർ, കടപ്പാക്കട പി. ഒ., കൊല്ലം (ജില്ല) പിൻ-691008, 2) ജോൺ എം. ജോർജ്ജ്, S/o ജോർജ്ജ്, 3) ലീലമ്മ ജോൺ W/o ജോൺ എം. ജോർജ്ജ്, ഇരുവരും താമസിക്കുന്നത്, പടിപ്പുറക്കൽ, പ്രതിഭ ജംഗ്ഷൻ, ഭാവന നഗർ, കടപ്പാക്കട പി. ഒ., കൊല്ലം (ജില്ല) പിൻ-691008 ത് നിന്നും ഐ.ഡി.ബി.ഐ. ബാങ്കിന് ലഭിക്കാനുള്ള 16.06.2017 ലെ കൂടിശ്ശിക തുകയായ ₹2,70,59,496.00 (രണ്ട് കോടി എഴുപത് ലക്ഷത്തി അൻപത്തൊൻപതിനായിരത്തി തൊണ്ണൂറു രൂപ) യും പലിശയും മറ്റു ചെലവുകളും ഇടപാടുകളിൽ വേണ്ടി താഴെ കൊടുത്തിരിക്കുന്ന വസ്തുക്കൾ 29.03.2024 ത് "ഇടപാട് എവിടെയാണോ" എങ്ങിനെയാണോ", "എതൊരുകാരാണോ" എന്നതിന്റെ അടിസ്ഥാനത്തിൽ വിൽപന നടത്തുവാൻ തീരുമാനിച്ചിരിക്കുന്ന വിവരം വായ്പക്കാരൻ/ജോയ്ക്കാരൻ/ പൊതുജനങ്ങളെ പൊതുവായും അറിയിച്ചുകൊള്ളുന്നു. കരുതൽ വിലയും നിരതദ്രവ്യം തുകയും നിരതദ്രവ്യം സമർപ്പിക്കേണ്ട തീയതിയും താഴെ കൊടുക്കുന്നു.

വസ്തു പരിശോധന തീയതി: 16.03.2024 മുതൽ 25.03.2024 വരെ / രാവിലെ 10 മുതൽ വൈകിട്ട് 5 വരെ

ഓൺലൈൻ ബിഡ് സമർപ്പിക്കേണ്ട അവസാന തീയതി: 28.03.2024, വൈകിട്ട് 3 മണിക്ക് മുമ്പ്

ലേല തീയതിയും സമയവും: 29.03.2024 രാവിലെ 10.30 മുതൽ 11.30 വരെ

ഇനം 1 : കലയാപ്പുര കരുവേണി ഫാക്ടറിയിൽ കിടക്കുന്ന യന്ത്രങ്ങൾ
ഋഗത വസ്തുക്കളുടെ വിശദവിവരണം:

SL.NO.	ITEMS	NAME OF THE PARTY	INVOICE NO.	DATE
1	Diesel Generator	Powerlite Engineering	0 10	12.02.2015
2	Husk Cleaning Machine	Bhavani Industries	0 71	04.06.2015
3	Sorting Machine	Venus Sorting Technologies Pvt. Ltd.	20	09.06.2014
4	Crates	Nilkamal Ltd.	6104061604	30.05.2014
5	Air Compressor	Hitech Power Ltd.	KM-140045	09.06.2014
6	Cashew Manual Cutting Machine	Perfect Engineering	0 3	07.04.2014
7	Vertical Boiler	Abhay Engineering	000 2	05.04.2014
8	Stream Heated Drier	Pragathi Engineers		

The above notice was published in the following newspapers

S.No.	Newspapers	Edition	Date Published
1	Business Line	Kollam	13/03/2024
2	Deepika	Kollam	13/03/2024

Corrigendum Published

S.No.	Newspapers	Edition	Date Published
1	Business Line	Kollam	19/03/2024
2	Deepika	Kollam	19/03/2024

(II) Possession Notice published in newspapers

POSSESSION NOTICE

[Under Rule 8(1) of Security Interest (Enforcement) Rules, 2002]

Whereas

The undersigned being the authorised officer of IDBI Bank Limited under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) and in exercise of the powers conferred under Section 13(2) read with rule 3 of Security Interest (Enforcement) Rules, 2002 issued a demand notice dated **28/06/2017** calling upon the borrower **M/s J L Cashews Private Limited** to repay the amount mentioned in the notice being **Rs.2,70,59,496/-** (Rupees **Two Crore Seventy Lakh Fifty Nine Thousand Four Hundred Ninety Six Only**) within 60 days from the date of the receipt of the said notice.

The borrower having failed to repay the amount, notice is hereby given to the borrower and the public in general that the undersigned **has taken possession** of the property described herein below, in exercise of powers conferred on him under sub-section (4) of section 13 of Act read with rule 8 of the Security Interest (Enforcement) Rules, 2002 on this the **30th day of October of the year 2017**.

The borrower in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of IDBI Bank Limited for an amount of **Rs.2,70,59,496/-** and interest thereon.

The borrower's attention is invited to provisions of sub section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.

DESCRIPTION OF THE PROPERTIES

1) All that part and parcel of the property in the name of **Smt.Leelamma John (Managing Director ,M/s J L Cashews Pvt Ltd)** consisting in **Re.Survey No. 106/8** (Old Sy.No.579/5/1) within Block no.13 **Village Kalayapuram** Taluk Kottarakkara District Kollam and registered at S.R.O. Kalayapuram by sale deed no.1449/2012.

Bounded as:

On the North by : Property of Kunjuraman Pillai

On the South by : Panchayath Road

On the East by : Panchayath Road

On the West by : Property of Gopakumar

2) All that part and parcel of the property admeasuring 16.47 Ares in the name of **Sri. John M George** in **Re.Survey Nos. 381/2-2, 475/8-1, 475/8/3/4 , 475/8/2** within Block No.16 **Village Thevalakkara** Taluk Karunagappally District Kollam registered at S.R.O. Thevalakkara by sale deed no 218/2008.

Bounded as :

On the North by : Property of Kuttan Pillai

On the South by : Lake & property of Udayakumar

On the East by : Pathway

On the West by : Property of Sivarajan, Maniyan & Lake

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

Sd/-

Authorised Officer
IDBI Bank Limited

The above notice was published in the following newspapers

S.No.	Newspapers	Edition	Date Published
1	The New Indian Express	Kollam	01/11/2017
2	Kerala Kaumudi	Kollam	01/11/2017

(III) Brief Description of Secured Asset

Lot 1 : Machinery lying in the Cashew Factory at Kalayapuram, Kottarakkara

Kollam

SL.NO.	ITEMS	NAME OF THE PARTY	INVOICE NO.	DATE
1	Diesel Generator	Powerlite Engineering	0 10	12.02.2015
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6	Cashew Manual Cutting Machine	Perfect Engineering	0 3	07.04.2014
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8	Stream Heated Drier	Pragathi Engineers	121	17.03.2014
9	Cashew Cooker	Abhay Engineering	000 204	17.03.2014
10	Elevator For Loading Cashew	Abhay Engineering	000 203	08.03.2014
11	Raw Cashew Nut Sizing Machine	Pragathi Engineers	118	08.03.2014
12	Peeling Machine	Aratrika Agro	13	19.06.2014
13	Automatic Cashew Shelling Machine	Shri Ganesh Agro Impex	0 24	14.06.2014
14	Scooping Table & Chair	Perfect Engineering	31	15.10.2014
15	Cashew Sorting Stainless Steel Table & Chair	Perfect Engineering Works	11	02.06.2014
16	Cashew Sorting Stainless Steel Table & Chair	Perfect Engineering Works	0 9	16.05.2014
17	Blades & FitterFor cutting Machine	Esji Trading Company	0 119	15.11.2014

Lot 2 : Cashew Factory at Kalayapuram , Kottarakkara, Kollam along with machinery described in Lot 1

Details of Immovable Property

All the piece and parcels of land admeasuring 28.20 Ares comprised in Re-Survey no.106/8 situated at Kalayapuram Village, Kalayapuram Sub District, Kottarakkara Taluk, Kollam District along with buildings , trees and all other appurtenant thereto and covered by Sale deed No.1449/2012

Boundaries as per location Sketch

On or towards East by	Road
On or towards West by	Property of Gopakumar and Sujatha
On or towards North by	Property of Kunjuraman Pillai
On or towards South by	Road

(IV) Outstanding Dues of Secured Creditor (IDBI Bank Ltd)

Outstanding Dues of IDBI Bank in the loan accounts of M/s J L Cashews Pvt Ltd
as on 28/11/2023 is as follows,

(Amount in Rs)

Facilities	Amount
Cash Credit Account	5,29,95,315.98
Term Loan Account	94,43,258.00
Expense Account	11,19,272.60
Total	Rs.6,35,57,846.58

Total dues as on 28.11.2023 is Rs.6,35,57,846.58/- (Rupees Six Crore Thirty Five Lakh Fifty Seven Thousand Eight Hundred and Forty Six and Paise Fifty Eight Only) together with further interest and charges thereon with effect from 28/11/2023.

(V) Terms & Conditions

1	<p>The Authorised Officer (AO) exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as "the SARFAESI Act") is selling the assets/properties mentioned at Item No.III of the Tender Document (hereinafter referred to as the 'Secured Assets') and the same are being sold free from charges and encumbrances of the secured lender only.</p>
2	<p>Issue of Tender/ Offer / Bid Document</p> <p>The tender document can be downloaded from IDBI website - https://www.idbibank.in →E-auctions from 16/03/2024 and also from E-auction Service Provider i.e M/s 4closure website: https://bankauctions.in.</p>
3	<p>Reserve Price and EMD</p> <p><u>Lot 1 : Machinery lying in the Cashew Factory at Kalayapuram</u></p> <p>a) The Reserve Price for the sale of the Machinery is Rs. 13,50,000/- (Rupees Thirteen Lakh Fifty Thousand Only).</p> <p>b) The EMD (Earnest Money Deposit) has been fixed at Rs. 1,35,000/- (Rupees One Lakh Thirty Five Thousand Only)</p> <p><u>Lot 2: Cashew Factory at Kalayapuram along with Machinery described in Lot 1</u></p> <p>a) The Reserve Price for the sale of the cashew factory along with Machinery is Rs. 1,25,50,000/- (Rupees One Crore Twenty Five Lakh Fifty Thousand Only).</p> <p>b) The EMD (Earnest Money Deposit) has been fixed at Rs. 12,55,000/- (Rupees Twelve Lakh Fifty Five Thousand Only)</p>
4.	<p>The sale of Secured Assets is on "As is where is", "As is what is", "Whatever there is", "Without recourse" and "No complaint" basis.</p> <p>The description of the immovable property is based on the mortgage created by the Borrower/s with the secured lender from time to time and the representations made by them. The Authorised Officer (AO) does not take or assume any responsibility for any shortfall of the immovable assets or for procuring any permissions, etc. or for the dues of any authority established by law. All statutory liabilities / taxes / maintenance fee / electricity / water charges etc., outstanding as on date and yet to</p>

	<p>fall due would be ascertained by the bidder(s) and would be borne by the successful bidder.</p> <p>It is expressly made clear that the AO / Bank do not take any responsibility to provide information on the same. The AO / Bank does not take or assume any responsibility for any dues, statutory or otherwise, of M/s J L Cashews Pvt Ltd (the Borrower) including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by the purchaser.</p> <p>Details of encumbrances known to the secured creditor are as follows: Attachment order found in EC. However the prospective bidders are advised to satisfy themselves regarding encumbrances, if any, over the above properties.</p>
5.	<p>Inspection of assets</p> <p>The interested parties may, at their own cost and expense, inspect the property with prior intimation from 05/02/2024 till 15/02/2024 from 10 AM to 5PM so that representative of the Authorised Officer would be available at the property site to facilitate the inspection. Please note that ‘inspection can be undertaken with prior appointment only’.</p>
6.	<p>Due Diligence by the Bidders</p> <p>The interested parties may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, etc. whether the bidder actually inspects or visits or verifies or not.</p>
7.	<p>The bidders shall be deemed to have inspected and approved the Secured Assets to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the premises and details of immovable and moveable assets and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/ herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the asset(s)/ properties and that the bidder concurs or otherwise admits the identity of the asset(s)/properties purchased by him/ her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the asset(s)/ properties and their condition.</p>
8.	<p>The Bidder shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Bid/ Offer for submission and/or for carrying out due diligence, search of titles to the assets and matters incidental thereto or for any other purpose in connection with purchase of the assets under reference.</p>
9.	<p><u>Submission of Tender/Offer</u></p> <p>The Bidder shall complete in all respects the Profile of the Bidder and Declaration</p>

	<p>by the Bidder annexed to the Tender Document, and furnish the information called for therein and shall sign and date each of the documents in the space provided therein for the purpose. The Bidder shall initial each page of all the documents. Offers received for sale and / or accepted are not transferable.</p> <p>The Format for submission of “Profile of the bidder” & “Declaration by the Bidder ” are given in <i>Chapter VI & VII</i> of this Tender Documents. Form of appendix to the profile (declaration by the bidder) is given in <i>Chapter VIII</i>. Bids can be submitted in sealed envelopes along with required documents.</p>
10.	The Bid Documents shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested.
11.	The Bid documents shall contain the full address, Telephone No., Fax No., e-mail-ID, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer.
12.	The Bid documents shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto.
13.	<p><u>Last date for submission of Bid Document.</u></p> <p>The interested parties may submit Bid Document duly filled and signed on each page along with EMD and other required documents to the Authorised Officer, IDBI Bank Ltd, ‘Omkaaram’ , Kankathumukku, NH4, Kollam -691012 on any working day but not later than 3 p.m. on 28/03/2024 in a sealed cover which shall be superscripted as “Bid Document and EMD: A/c M/s J L Cashews Pvt Ltd along with Demand Draft/Pay Order with minimum EMD amount in a sealed cover. The DD / PO should be drawn in favour of “IDBI Bank Ltd. - A/c M/s J L Cashews Pvt Ltd payable at Kollam issued by any Nationalized Bank/ Scheduled Bank as Earnest Money Deposit (EMD).</p> <p><u>Remittance of EMD by way of RTGS.</u></p> <p>Bidders who prefers to submit the EMD by way RTGS, may remit the EMD amount in favor of IDBI Bank Limited, Account No.73734915010026 IFSC Code: IBKL0000737, Kollam Branch not later than 3PM on 28/03/2024 Such bidders must indicate RTGS UTR No., Amount remitted and date in the appropriate space in the Profile of the Bidder.</p> <p>The EMD of successful shall be retained towards part sale consideration and EMD amount of unsuccessful bidders shall be returned or transferred back by RTGS. The EMD shall not bear any interest.</p>
14.	Only those bidders will be permitted to participate in the auction whose Bid Document is complete in every respect and whose Demand Draft/ Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time. Bank does not take

	<p>any responsibility and will not entertain any complaint for any delay in transfer of funds by way of electronic mode. Form of Bid, if found incomplete in any respect, shall be liable for outright rejection. Bidders, whose forms are found to be in order together with the EMD, submitted by them, will be intimated by e-mail and through mobile.</p> <p>Auction/ Bidding shall only be through “online Auction Mode” through the website of Service Provider https://bankauctions.in.</p>
15.	<p><u>Registration with E-Auction Service Provider</u></p> <p>1. Participants who are not already registered with the e-auction provider M/s. 4Closure should register themselves by following the procedure mentioned at the website https://bankauctions.in</p> <ol style="list-style-type: none"> The participants/ intending purchasers are necessarily required to submit following documents/ papers for registration to M/s. 4Closure Form duly signed & filled up. Please download from https://bankauctions.in Self attested copy of Pan Card Self attested valid residential proof (Voter Id card, Passport copy, Ration card, telephone bill, electric bill - Any one) Self attested valid e-mail id and mobile number. <p>The user id and password will then be sent directly to the registered participants / intending purchasers whose Bid Document is complete in every respect <u>and</u> whose Demand Draft/ Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time and the documents are complete in all the respects, with further directions by the e-auction provider company, if any, for log in and participating in the auction through online process.</p> <p><u>After receiving the userid / password, in case any bidders feel the need for training / e – auction support, such bidders may contact M/s.4Closure on 8142000061/62, 040-23836405 Website: https://bankauctions.in Office mail id : info@bankauctions.in</u></p> <p><u>Help Line Desk:</u> Landline: 040-23836405 Mobile no. 8142000061/62, Mail id: info@bankauctions.in</p> <p>Bidding in the last minute/seconds should be avoided by the bidders in their own interest. Neither IDBI Bank nor the service provider will be responsible for any lapses (Internet failure, Power failure, etc) on the part of the vendor, in such cases. In order to ward off such contingent situation, bidders are requested to make all the necessary/ alternative arrangements such as backup power supply and whatever else required so that they are able to circumvent such situation and are able to participate</p>

	in the auction successfully.
16.	<p>The E-auction day: on 30/03/2024 from 10.30 am AM to 11.30PM</p> <p>The auction would be held with extensions of 5 minutes each, if required, on e-auction platform at website https://bankauctions.in. In case no further valid bids are received during the extended period, the last highest bid received would be treated as the successful bid and auction would be treated as closed/ terminated.</p> <p>The decision of Authorized Officer regarding declaration of successful bidder shall be final and binding on all the bidders.</p> <p><u>Increase in Bid Amount :</u></p> <p>It may be noted that increase in bid amount, if any, during the e-auction period shall be made in multiples of Rs.10,000/-</p> <p>Increase in bid amount below the said amounts will be rejected.</p> <p>First bid should be of at least equal to or above Reserve Price or increment(s) over the Reserve Price in multiples as above.</p> <p>The property shall not in any case sold below reserve price.</p>
17.	<p>Authorised Officer (AO) reserves the right to retain the EMD of top three bids up to two months from the date of e -auction and the amount of EMD will not carry any interest. The Bids so retained will be valid for 3 months from the date of auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 7 days from the date of auction.</p>
18.	<p><u>Payment of Sale Price</u></p> <p>The successful bidder would be informed in writing about the acceptance of his/ her bid/ offer by the AO and will be required to deposit 25% of the sale price (less the amount of EMD) immediately i.e., on the same day or next working day from the date of the valid communication intimating acceptance of his/her bid by way of crossed A/c Payee Demand Draft/ Pay Order drawn in favour of “IDBI Bank Ltd.-A/c M/s J L Cashews Pvt Ltd payable at Kollam issued by any Nationalized Bank/ Scheduled Bank or by way of RTGS in favour of IDBI Bank Limited, Account No.73734915010026 IFSC Code: IBKL0000737, Kollam. The Balance amount of the sale price shall have to be paid within 15 days from the date of valid communication intimating acceptance of his/ her bid by way of crossed A/c Payee Demand Draft/Pay Order drawn in favour of IDBI Bank Ltd.-A/c M/s J L Cashews Pvt Ltd payable at Kollam issued by any Nationalized Bank/ Scheduled Bank or by way of RTGS in favour of IDBI Bank Limited, Account No.04634915010026 IFSC Code: IBKL0000046 , Kollam Branch or such extended period as may be agreed upon in writing between the successful bidder and the AO, as per the</p>

	SARFAESI Act & Rules.
19.	In case the successful bidder fails to deposit 25% of the sale price within the above stipulated time, the AO shall forfeit the EMD and if the successful bidder backs out after paying 25% of the sale price, then AO shall forfeit the 25% of the sale consideration so deposited including the EMD.
20.	All claims of the defaulting successful bidder to the assets or to any part of the sum for which it may be subsequently sold shall stand forfeited.
21.	In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to resell the assets with second and third bidder in the manner stated above.
22.	<p>On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue Certificate of Sale for the immovable property in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.</p> <p>On issuance of Certificate of Sale, the Auction Sale process will be completed and the Authorized Officer is not responsible for registration of Certificate of sale. It is the responsibility of Successful Bidder to get the Certificate of Sale registered.</p>
23.	<p>The successful Bidder shall, after making full payment of sale price within 15 days of acceptance of bid/ offer or such extended period as may be granted by the AO at his sole and absolute discretion, arrange to take possession of the Secured Assets within a maximum of 10 days. <u>It is explicitly stated that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the Secured Assets.</u></p> <p>In case the successful bidder fails to take possession of the secured assets as stated above, the AO reserves the right to revoke the sale confirmed in his/ her favour, forfeit the entire amount paid by the successful bidder and go for re-bidding or sell the secured assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty. In such an event, the original successful bidder shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.</p>
24.	The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, etc. for transfer of assets in his/ her name. It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lenders and it shall be solely the obligation of the Bidder, at his/ her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities / housing society tax / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the

	<p>bidder(s) and would be borne by the successful bidder to get the assets transferred in his / her/ their name. Bank does not take any responsibility to provide information on the same.</p> <p>The bidder shall deduct and deposit with the concerned department / statutory body, tax deducted at source as applicable under Income tax Act. Such TDS shall be considered as part of the offer made by the bidder.</p>
25.	The submission of the Bid/Offer means and implies that the Bidder/ Offerer has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/ Offer lay down herein.
26.	The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/ her under these conditions is and shall be deemed to be of the essence.
27.	In the event of IDBI Bank's office remaining closed on the day of bid for any unforeseen reason, the bids shall take place on the next working day of IDBI Bank Ltd.
28.	<p><u>General Terms and Conditions</u></p> <p>The AO shall be at liberty to amend/ modify/ delete/ drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances.</p>
29.	The entire procedure of auction, the sequence of inter-se bidding etc. shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same.
30.	The AO reserves the right and liberty to accept/ reject any (including the highest bid) or all the Bids/Offer and also reserves the right to cancel the entire sale process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid Document or withdraws his/ her bid, the AO, at the sole and absolute discretion, reserves the right to go for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty and the Bidders shall have no right to object to the same.
31.	In the event the said sale in favour of the bidder not being confirmed by AO, otherwise than on account of the willful default of the bidder or if the sale is set aside by an order of the Court/ Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/ her Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest, and the bidder shall not be entitled to be payment of his costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/ her.

32.	Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons.
33.	Particular specified in schedule above has been stated to the best of the information of the authorized officer/ Bank. Authorized Officer and / or Bank will not be answerable for any error, mis-statement or omission in this Public Notice.
34.	<p><u>Jurisdiction</u></p> <p>All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Kollam shall have jurisdiction to entertain /adjudicate such disputes.</p>

35. Tenderer (s) must ensure the following while submitting the tender:

A. THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF THE TENDER BIDS ENCLOSED AT ANNEXURE –VI/VII.

B. COPY OF THE PAN CARD OF THE PERSON BIDDING AND IF IT IS A COMPANY/ FIRM THEN COPY OF THE PAN CARD OF COMPANY/FIRM.

C. COPY OF CERTIFICATE OF INCORPORATION OF THE COMPANY/FIRM

D. BOARD RESOLUTION OF THE COMPANY/FIRM AUTHORISING THE PERSON/ PARTNER TO FILE BID FOR THE ASSETS AND COPY OF THE IDENTITY PROOF OF THE SAID PERSON/PARTNER.

E. THAT EVERY PAGE OF THE TENDER DOCUMENT IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER AND DOCUMENTS SUBMITTED SHALL BE DULY ATTESTED.

F. THAT ALL ALTERATION , ERASURES AND OVER WRITING , IF ANY, IN THE SCHEDULE OR RATE (S) ARE DULY AUTHENTICATED BY THE TENDERER'S SIGNATURE.

VI. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER-INDIVIDUAL

For purchase of the below assets

SCHEDULE:

Lot 1 : Machinery lying in the Cashew Factory at Kalayapuram, Kottarakkara Kollam

SL.NO.	ITEMS	NAME OF THE PARTY	INVOICE NO.	DATE
1	Diesel Generator	Powerlite Engineering	0 10	12.02.2015
2	Husk Cleaning Machine	Bhavani Industries	0 71	04.06.2015
3	Sorting Machine	Venus Sorting Technologies Pvt. Ltd.	20	09.06.2014
4	Crates	Nilkamal Ltd.	6104061604	30.05.2014
5	Air Compressor	Hitech Power Ltd.	KM-140045	09.06.2014
6	Cashew Manual Cutting Machine	Perfect Engineering	0 3	07.04.2014
7	Vertical Boiler	Abhay Engineering	000 2	05.04.2014
8	Stream Heated Drier	Pragathi Engineers	121	17.03.2014
9	Cashew Cooker	Abhay Engineering	000 204	17.03.2014
10	Elevator For Loading Cashew	Abhay Engineering	000 203	08.03.2014
11	Raw Cashew Nut Sizing Machine	Pragathi Engineers	118	08.03.2014
12	Peeling Machine	Aratrika Agro	13	19.06.2014
13	Automatic Cashew Shelling Machine	Shri Ganesh Agro Impex	0 24	14.06.2014
14	Scooping Table & Chair	Perfect Engineering	31	15.10.2014
15	Cashew Sorting Stainless Steel Table & Chair	Perfect Engineering Works	11	02.06.2014

16	Cashew Sorting Stanless Steel Table & Chair	Perfect Engineering Works	0 9	16.05.2014
17	Blades & FitterFor cutting Machine	Esji Trading Company	0 119	15.11.2014

Lot 2 : Cashew Factory at Kalayapuram , Kottarakkara, Kollam along with machinery described in Lot 1

Details of Immovable Property

All the piece and parcels of land admeasuring 28.20 Ares comprised in Re-Survey no.106/8 situated at Kalayapuram Village, Kalayapuram Sub District, Kottarakkara Taluk, Kollam District along with buildings , trees and all other appurtenant thereto and covered by Sale deed No.1449/2012

Boundaries as per location Sketch

On or towards East by	Road
On or towards West by	Property of Gopakumar and Sujatha
On or towards North by	Property of Kunjuraman Pillai
On or towards South by	Road

(Bid Document to be filled and submitted by the Bidder/Offerer for each Property separately)

1	a) Full Name of the Bidder/Offerer (in Block letters)	:	
	b) Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:	
	c) Mobile Nos.	:	
	d) E-mail ID	:	
2	Brief particulars of business (if any)	:	
3	Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Limited.	:	
4	Relationship, if any, the Bidder/Offerer has with Borrower/Promoters/ Co-Borrowers/Mortgagors as mentioned in the Tender Document.	:	
5	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	:	
6	Details of Earnest Money Deposit (EMD).	:	
	i) Demand Draft No. / Pay Order No.	:	
	ii) Date of Demand Draft / Pay Order	:	
	iii) Name of the Issuing Bank and Branch	:	
	Bidders, who prefer to submit the EMD by way of RTGS, must indicate RTGS UTR No., Amount remitted and date.		
	RTGS UTR NO.	:	
	Amount remitted	:	
	Date	:	
7	Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer	:	

* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the duly Authorized official of the Bidder/Offerer

Name and Designation of the Authorised Signatory

Place :

Date :

VII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

COMPANY/ PARTNERSHIP/ PROPRIETORSHIP

For purchase of the below property

Lot 1 : Machinery lying in the Cashew Factory at Kalayapuram, Kottarakkara Kollam

SL.NO.	ITEMS	NAME OF THE PARTY	INVOICE NO.	DATE
1	Diesel Generator	Powerlite Engineering	0 10	12.02.2015
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5	Air Compressor	Hitech Power Ltd.	KM-140045	09.06.2014
6	Cashew Manual Cutting Machine	Perfect Engineering	0 3	07.04.2014
7	Vertical Boiler	Abhay Engineering	000 2	05.04.2014
8	Stream Heated Drier	Pragathi Engineers	121	17.03.2014
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15	Cashew Sorting Stainless Steel Table & Chair	Perfect Engineering Works	11	02.06.2014

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All the piece and parcels of land admeasuring 28.20 Ares comprised in Re-Survey no.106/8 situated at Kalayapuram Village, Kalayapuram Sub District, Kottarakkara Taluk, Kollam District along with buildings , trees and all other appurtenant thereto and covered by Sale deed No.1449/2012

Boundaries as per location Sketch

On or towards East by	Road
On or towards West by	Property of Gopakumar and Sujatha
On or towards North by	Property of Kunjuraman Pillai
On or towards South by	Road

(Bid Document to be filled and submitted by the Bidder/Offerer for each property separately)

1.	a) Name of the Company/ Firm/ Party <i>(in Block letters)</i>	
	b) Complete Registered Address	
	c) Complete Correspondence Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	
2.	Date of Incorporation	
3.	Constitution (Private/Public/Joint)	
4.	Name of Chairman	
5.	Name of Managing Director / Partners	
6.	Board of Directors	a)
		b)
		c)
		d)
		e)
7.	Income tax PAN No. (attested copy of PAN card of the company to be attached)	
8.	Date of Last Income Tax Return (Enclose copy of last 3 years' Income Tax clearance certificate)	
9	d) Full Name of the Authorised Person to carry out e- auction on behalf of the company/firm /party <i>(in Block letters)</i> (Original Authorised letter to be attached to carry out the e- auction process)	:
	b) Complete Postal Address of the Authorise person with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:
	c) Mobile Nos.	
	d) E-mail ID	
10	Designation of the Authorised Person	:
11	Relationship, if any, the Bidder/Offerer has with any	:

	employee of IDBI Bank Limited.	
12	Relationship, if any, the Bidder/Offerer has with Borrower/Promoters/ Co-Borrowers/Mortgagors as mentioned in the Tender Document.	
13	Details of Earnest Money Deposit (EMD).	:
	<i>i)</i> Demand Draft No. / Pay Order No.	:
	<i>ii)</i> Date of Demand Draft / Pay Order	:
	<i>iii)</i> Name of the Issuing Bank and Branch	:
	Bidders, who prefer to submit the EMD by way of RTGS, must indicate RTGS UTR No., Amount remitted and date.	
	RTGS UTR No.	
	Amount Remitted	
	Date	
14	Income Tax Permanent Account Number(s) (PAN) of the Authorised person	:

* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature:

Name of the Authorised Person:

Designation:

Company Seal

All authorizations should be annexed to this form.

Place:

Date:

VIII. FORM OF APPENDIX TO THE BID/OFFER
(DECLARATION BY THE BIDDER)

(ON STAMP PAPER OF RS.100/-)

FORM OF BID/OFFER FOR PROPERTIES SITUATED AT KOLLAM

(Note: This Appendix forms part of the Bid/Offer)

To,

The Authorised Officer,
IDBI Bank Limited.,
Retail Recovery Department.

Sir,

Sale of Secured Asset's / Properties situated at
.....Kollam District in the state of
Kerala.

1. Having fully examined and understood the terms and conditions of the Tender Document and condition and status of the Secured Assets/property, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Tender/Offer Document.
1. I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/Offer and acquire the Secured Asset/property. Should I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.
2. I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Tender Document.
3. I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 15 days of acceptance of bid/offer or such extended

period as may be granted by the AO at her sole and absolute discretion, I/we shall arrange to take possession of the secured assets within a maximum of 10 days. I/We understand that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the secured assets. We further understand that in the event I/We fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.

4. I/We clearly understand and accept that the Authorised Officer or the secured lender do not take or assume any responsibility for any dues, statutory or otherwise, of Borrowers, including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/offer is accepted.
5. I/We understand that you are not bound to accept the highest or any Bid/Offer you may receive. Further, I/we will not raise any objection in case the Authorised Officer goes for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty.
6. I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/property and I/we agree and undertake to abide by it.
7. I/WE hereby confirm that I/We do not have any kind of relationship (professional/personal), with Borrower/Promoters/Co-Borrowers/Mortgagors as mentioned in the Tender Document.
8. I/We also enclose a Demand Draft/Pay Order of value Rs. towards Earnest Money Deposit (EMD) in the name of "IDBI Bank Limited.-A/c _____ " payable at _____

Or

I/ We have remitted Rs..... towards Earnest Money Deposit (EMD) to IDBI Bank Limited by way of RTGS amount in favour of IDBI Bank Limited, Account No. _____ IFSC Code: _____, Branch: _____

9. We understand that the EMD will not carry any interest.

10. We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Tender/Offer document can be summarily rejected.

Place:

Dated ...__ day of _____ 2024

Signature in the capacity of.....

Duly authorised to sign Bid/Offer for and on behalf of.....

(Name and address of the Bidder/Offerer)
(IN BLOCK CAPITALS)

WITNESS:

Signature :

Name & Address:

Occupation :
