

Ref: RO/TVM/REC/MSME/SALE/199/24-25

Date: 14.05.2024

E - AUCTION SALE NOTICE

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 8(6) and 9(1) of the Security Interest (Enforcement) Rules, 2002.

WHEREAS, the Authorised Officer of the Bank had issued Demand Notice dated 28.01.2020 to Borrowers/Guarantors (1) Afeef Cashew Company, Rep. by its Managing Partner, Mr.P.A.Mohammed Najeeb, No. KP III, Door No. 83 A, Mangadu.P.O., Kollam-691 015 (2) Mr. P.A.Mohammed Najeeb, Partner M/s. Afeef Cashews, S/o. P K Ahemmed, (3) Mrs. Rajila Najeeb, Partner M/s. Afeef Cashews, W/o. P.A.Mohammed Najeeb, and (4) Mr.Mohammed Abbas, Partner M/s. Afeef Cashews, S/o. P.A.Mohammed Najeeb, all (2) (3) and (4) residing at AL-Abbas, Thattamala.P.O., Kollam-691 020, under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as 'The Act') and has taken symbolic/physical possession of the immovable properties, more fully described in the schedule hereunder under Section 13(4) of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on 11.08.2020.

AND WHEREAS, the borrower/guarantors have failed to pay the amount, Notice is hereby given to the public in general and in particular to the Borrower and Guarantors that the immovable properties mortgaged to the Secured Creditor more fully described in the Schedule hereunder will be sold on "as is where is" basis, "as is what is" and "whatever there is" condition (with respect to the lie and nature of the properties), on the date and at the place mentioned herein below for realization of a sum of Rs.67,81,65,456.95 (Rupees Sixty Seven Crore Eighty One Lakh Sixty Five Thousand Four Hundred Fifty Six and Paise Ninety Five only) as on 13.05.2024, in the account M/s Afeef Cashew Company (as per the claim in O.A.No.460/2017 filed before Hon'ble Debt Recovery Tribunal (DRT) - II, Ernakulam) with future interest, costs and expenses etc. thereon with Kollam Branch of the Bank, subject to the following terms and conditions:-

Item No.1	
Name of Property Owner	Mrs. Rajila Najeeb
Description of property	All that part and parcel of Land measuring 40.07 Ares along with factory sheds/building totally admeasuring approximately 18130 Sq. ft. bearing door No. I/ 506 to 511 (New No. I/452, A, B, C, D, E & F) of Bharanikkavu Panchayath and all other improvements therein situated under Sy. No. 95/3A-1, 3A-2, 3B, 3C, Re. Sy. No. 31/29, Resurvey block No. 13, Bharanikkavu Village, Mavelikkara Taluk, Alappuzha District owned by Rajila Najeeb morefully described in Sale Deed No. 174/2009 of Bharanikkavu SRO bounded: North: Property of Pappy John, South: Properties of Radhakrishna Pillai and Saraswathi, East: Panchayath Road, West: Property of Lurdh Alexander Alice
Nature of possession	Physical possession
Reserve Price	Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs only)
Earnest Money Deposit (EMD)	Rs.15,00,000/- (Rupees Fifteen Lakhs only)
Item No.2	
Name of Property Owner	Mr. Mohammed Abbas

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Description of property	All that part and parcel of Land measuring 37.70 Ares long with factory building admeasuring approximately 10636 Sq. ft. bearing door No. XVI/ 845 to 852 of Chavara Panchayath (New No. CP XVIII – 354 to 365) with all other improvements therein situated under Sy. No. 6241, 6242, Re. Sy. No. 521/5/2, Re Survey Block No. 19, Chavara Village , Karunagappalli Taluk, Kollam District owned by Mohammed Abbas morefully described in document No. 1806/2013 of Chavara SRO, bounded: North: Property of Leena, Vrindavanam, South: Property of Mohanan, East: Road, Property of Sreedevi Amma, Gopika Bhavanam, West: Property of Padmavathy, Kulathinte Kizhakkathil
Nature of possession	Physical possession
Reserve Price	Rs.1,47,67,000/- (Rupees One Crore Forty Seven Lakhs Sixty Seven Thousand only)
Earnest Money Deposit (EMD)	Rs.14,76,700/- (Rupees Fourteen Lakhs Seventy Six Thousand Seven Hundred only)
Item No.3	
Name of Property Owner	Mrs. Rajila Najeeb
Description of property	All that part and parcel of Land measuring 11.63 Ares and 6.07 Ares (totally 17.70 Ares) with factory building admeasuring approximately 7489 Sq. ft. bearing door No. KP III/ 83 A & B of Kollam Corporation with all other improvements therein situated with all other improvements therein situated under Sy. No. 1464/ 3-2, Re. Sy. No. 234/12 and 234/2, Re Survey Block No. 15, Mangad Village , Kollam Taluk, Kollam District owned by Rajila Najeeb morefully described in document No. 706/2001 of Kilikolloor SRO bounded: North: Property of Palliya Njarakkal Thavooth, South: Property of Babby, East: Road, West: Property of Thadathil and Devan
Nature of possession	Physical possession
Reserve Price	Rs.1,40,07,000/- (Rupees One Crore Forty Lakhs Seven Thousand only)
Earnest Money Deposit (EMD)	Rs.14,00,700/- (Rupees Fourteen Lakhs Seven Hundred only)
Item No.4	
Name of Property Owner	Mr. P A Mohammed Najeeb
Description of property	All that part and parcel of Land measuring 35.88 and 3.60 Ares (totally 39.48 Ares) with factory building admeasuring approximately 12507 Sq. ft. bearing Door No. 369 to 377 of Ward III of Navaikulam Panchayat with all other improvements therein situated under Sy. No. 1415/106-3, 39A2, 39-3-1, 39-4, Re. Sy. no. 371/9, 372/7, Re Survey Block No. 24, Navayikkulam Village, Varkkala Taluk, Thiruvananthapuram District owned by M/s. Afeef Cashew Company represented by its Managing Partner Mr.P A

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	Mohammed Najeeb and described in document No. 2233/2014 of Navayikkulam SRO bounded: North: Property of Naseem, Gomathi amma, South: Road and Property of Hamsa, East: Property of Sulaiman, Naseema beevi, Nihas, West: Property of Nisar, Nisam and Hamsa
Nature of possession	Physical possession
Reserve Price	Rs.83,00,000/- (Rupees Eighty Three Lakhs only)
Earnest Money Deposit (EMD)	Rs.8,30,000/- (Rupees Eight Lakhs Thirty Thousand only)
Mode of submission of EMD/ Sale amount	All amounts payable regarding EMD and sale shall be paid by way of Demand Draft drawn in favour of “The Authorised Officer, The South Indian Bank Ltd.” payable at Trivandrum or through RTGS to Account No:0119073000002021 held by “ The Authorised Officer” in The South Indian Bank Ltd, Trivandrum Main Branch (IFSC Code: SIBL0000119)
Last date and time for submission of Bid along with EMD	on or before 01.06.2024 by 04.00 PM
Property Inspection	From 11.00 AM to 04.00 PM on working days with prior appointment
Bid incremental amount	Rs.10,000/-
Date and time of E-auction	03.06.2024 from 11.00 AM to 12.00 PM (with 5 minute unlimited auto extensions till sale is concluded)
E-auction service provider	M/s 4Closure – Mr. Dinesh 8142000735, dinesh@bankauctions.in, info@bankauctions.in, Website: https://bankauctions.in

TERMS AND CONDITIONS OF SALE

- 1) The secured asset will be sold by e-auction through Bank’s approved service provider i.e M/s 4Closure who are assisting the Authorised Officer in conducting the online auction.
- 2) The intending purchasers shall submit the EMD amount mentioned hereinabove via Demand Draft in favour of “The Authorised Officer, The South Indian Bank Ltd.” payable at Trivandrum at the address mentioned above or through RTGS to Account No: 0119073000002021 held by “The Authorised Officer” in The South Indian Bank Ltd, Trivandrum Main Branch (IFSC Code: SIBL0000119) latest by 04.00 p.m. on or before 01.06.2024.
- 3) The intending purchaser shall submit duly filled in bid form in original (format available with Authorised officer and in website <https://bankauctions.in> along with self-attested copies of Proof of identification/Address proof (KYC) to the Authorised officer and should carry the original for verification. Bids submitted otherwise than in the format prescribed shall not be eligible for consideration and will be liable for rejection.
- 4) In case of joint bidders, an authorization letter signed by all the bidders authorizing a bidder (one among them who is holding a valid ID) is to be submitted along with bid form. In case the bidder is a corporate/Partnership firm, a copy of the resolution passed by the Board of Directors/Partners authorizing the actual bidder, who is holding a valid ID, needs to be submitted along with the bid form.
- 5) Bidders should have active mobile number and valid e-mail address for participating in E-Auction and register their names at the e-auction portal and get User ID and Password free of

cost from E-auction service provider whereupon they would be allowed to participate in the online-E-auction.

- 6) Please note that interested purchasers shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the documents and in the manner mentioned in point 3 hereinabove.
- 7) Eligible Bidders who have duly complied with the above requirements in point no.2, 3 & 4 hereinabove will be provided with User ID and Password through Bank's approved service provider for participating in e-auction portal.
- 8) After the submission of EMD, the bidders shall not be allowed to withdraw the Bid forms/EMD. The amount of EMD paid by interested bidders shall not carry any interest.
- 9) Online bidding will commence from Reserve price or from the highest bid quoted whichever is higher.
- 10) The Bank / service provider for e-Auction shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes.
- 11) The bid once submitted by the bidder, cannot be cancelled/withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned herein will result in forfeiture of the amount paid by the defaulting bidder.
- 12) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.
- 13) The Authorised Officer shall be at liberty to cancel the e-Auction process at any time, before declaring the successful bidder, without assigning any reason.
- 14) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.
- 15) The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.
- 16) The Authorised Officer is not bound to accept the highest offer and the Authorised officer has absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the e-Auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.
- 17) In case of forfeiture of the amount deposited by the defaulting bidder, he shall neither have claim on the property nor on any part of the sum for which may it be subsequently sold.
- 18) In case any dispute arises as to the validity of the bid(s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorised Officer shall be final. In such an eventuality, the Bank shall in its sole discretion be entitled to call off the sale and put the property to sale once again on any date and at such time as may be decided by the Bank.
- 19) The property will be sold on "as is where is" basis, "as is what is" and "whatever there is" condition (with respect to the lie and nature of the properties) and the Bank is not responsible for title, condition or any other fact affecting the property.
- 20) It is the responsibility of the Bidders to inspect and satisfy themselves about the Secured Asset, including its specifications, the legality of the title deeds and other documents pertaining to the said Secured Asset before participating in the "E-auction" and The South Indian Bank Ltd will not liable for any issues pertaining to the Secured Asset after the completion of the E-auction.
- 21) The Successful bidder shall pay 25 % (including EMD of 10%) of the bid amount immediately on the same day or not later than next working day, as the case may be, on confirmation of Sale in his/her favour. Balance 75% of bid amount shall be paid to the Authorised Officer within 15 days of the sale, failing which the entire deposit made by the Bidder towards earnest money deposit and/or other such amounts shall be forfeited without any notice by the Authorized

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officer and the sale will be cancelled and the property will be brought to sale again. However, in desirable cases the time may be extended at the sole discretion of the Authorised Officer.

- 22) On the sale being confirmed and on receipt of the entire sale proceeds by the Authorised Officer, the successful bidder will be issued with a Sale Certificate as per the terms and conditions of the Bank and the SARFAESI Act. The sale certificate shall be issued in the name of the successful bidder. No request for change of name in the sale certificate other than the person who submitted the bid /participated in the e-Auction will be entertained.
- 23) The successful bidder should pay all the existing dues etc., to the Government/ Local Authorities and bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, Registration expenses, fees etc. for transfer of the property in his/her name.
- 24) The South Indian Bank Ltd is not liable to pay any interest/ refund EMD or any such amounts in case of any delay in issue of confirmation of sale/ Sale Certificate by virtue of any Court Order received after e-auction is complete or any other reasons whatsoever.
- 25) The Authorised Officer or Bank will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the properties under sale.
- 26) The successful bidder shall pay all Taxes/ Electricity/ Water/ Sewerage Charges or any other charges demanded by any authority after the acceptance of the bid, even if it pertains to previous periods.
- 27) Bidder shall ensure payment of TDS on sale in compliance with provision of Income Tax Act as applicable and necessary proof of the same to be submitted to Authorised Officer before issuance of Sale Certificate.
- 28) The Successful bidder shall, at his/her cost, get the Electricity/ Water/ Sewerage connection etc. and any other common services transferred in his name.
- 29) The Authorised Officer has obtained EC/ search report regarding the properties from 01.01.1992 to 05.09.2023 and has noted the following encumbrances:

Secured Asset	Date of Encumbrance	Details
Item No.1	28.09.2019	Hon'ble DRT-II, Ekm in OA 330/2019
Item No.2	20.04.2019	Paattacharthu
Item No.3	28.01.2017	Tahasildar RR, Kollam
	01.10.2019	Hon'ble DRT, Ekm
Item No.4	15.12.2020	Paattacharthu

However, the said encumbrances being subsequent to the mortgage, is not binding bank, and the bank being secured creditor has first charge by way of priority over the mortgaged properties and the sale proceeds thereof.

- 30) For any further information and for inspection of property, the intended bidders may contact the Authorised Officer or The South Indian Bank Ltd., Kollam Branch during working hours or may contact Recovery Officer, Mob No.9633963937 at the South Indian Bank Ltd, Thiruvananthapuram Regional Office.

For detailed terms and conditions of the sale, please refer to the link provided in www.southindianbank.com and <https://bankauctions.in>

Date: 14.05.2024
Place: Trivandrum

AUTHORISED OFFICER
(CHIEF MANAGER)