

	<u>ASSET RECOVERY BRANCH</u>
	Divisional Office Building No.6 Shri Vasavi Temple Road, Near Sajjan Rao Circle, V V Puram Bangalore, Karnataka, 560004

E-AUCTION NOTICE**PUBLIC NOTICE FOR SALE OF IMMOVABLE PROPERTIES UNDER SARFAESI ACT, 2002**

In exercise of powers conferred under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and pursuant to the possession of secured assets of the borrower taken by Authorized Officer for recovery of the secured debts dues to "The Karur Vysya Bank Ltd", Bangalore J C Road Branch, amounting to **Rs.3,79,90,847.34/- (Rupees Three Crore Seventy Nine Lakhs Ninety Thousand Eight Hundred Forty Seven and Paise Thirty Four Only)** as on 23.09.2024 with interest and expenses thereon from the borrower **(1) M/s Cubatic Infra and Power Private Limited**, having its registered office at 2nd Floor, Dwarka Heights, Plot No. 17, Jubilee Enclave, Madhapur Hitech City, Hyderabad- 500081. **(2) Mr Sathibabu Thiparthi**, S/o Surayanarayana Thiparthi, Residing at Plot no. 149, Eswar Villas, Nizampet Road, Kukatpally, Nizampet, Hyderabad- 500072. **(3) Mrs Sai Deepthi Kesana**, W/o Phani Kumar Gudidevuni, Flat No. 302, Sai Kalyan Residency, Bandari Layout, near NRI college, Nizampet, Qutubullapur, K.V Rangareddy, Hyderabad- 500090 **(4) Mrs M N Jayalakshmi** (Guarantor and Title Holder), W/o M D Ramashetty, No. 145, 60ft Road, BEML 5th stage, Near Shakti Hills Resort, Rajarajeshwari Nagar, Bangalore 560096.

Whereas the undersigned has decided to put up for E-auction of the immovable property offers are invited by way of E-Tender for purchase of the following assets on **"AS IS WHERE IS", "AS IS WHAT IS", AND "WHATEVER THERE IS"** basis.

DESCRIPTION OF THE IMMOVABLE PROPERTIES		
All that piece and parcel of the residential site bearing Sy No 105/2A1, Bannikuppe Village, Bidadi Hobli, Ramanagaram Taluk and District, measuring 1 Acre and 25 Guntas and bounded on: East By: Sy No 28/7 of Sheshagirihalli Village West By: Lands in the same survey no i.e 105/2A1 North By: Land belonging to Sri Papaiah in the same survey no i.e 105/2A1 South By: Land Belonging to children of Sri Mulingappa and Sri Narasimhaiah in the same survey no i.e 105/2A1		
Reserve Price	EMD (10% of Reserve Price)	Bid Amount Incremental
Rs. 2,15,00,000/-	Rs. 21,50,000/-	Rs.1,00,000/-

Inspection of the Asset	All working Days - From 24.09.2024 to 14.10.2024 between 11.00 AM to 5.00 PM
Last date and time for submitting online Tender & Application Forms	Date: 14.10.2024 Time: 12.00 PM
Date and Time of E-Auction	The E-Auction will take place through portal https://bankauctions.in on 15.10.2024 between 12.00 PM to 1.00 PM with unlimited extensions of 10 minutes each till sale is concluded.
Nodal Bank account Name	The Karur Vysya Bank Ltd, Central office in favour of A/c. M/s Cubatic Infra and Power Pvt Ltd Account No: 110135100000973 IFSC Code: KVBL0001101
Contact Person & Phone No	Sri. Vijaya Karthikeyan T Phone: 9916109699/9443512590 Email: vijayakarthikeyant@kvbmail.com



The E-tenders should be accompanied with EMD remittance details. EMD should be remitted through RTGS / NEFT to Nodal Bank Account without time lag, failing which the tender becomes disqualified or The EMD of 10% of the Reserve Price can also be paid by of a Demand Draft/Pay Order drawn in favour of The Karur Vysya Bank Ltd, Payable at our **Bangalore Asset Recovery Branch** along with Bid Form.

TERMS AND CONDITIONS OF THE E-AUCTION ARE AS UNDER

1. E – Auction is being held on **“AS IS WHERE IS”, “AS IS WHAT IS”, AND “WHATEVER THERE IS” BASIS**.
2. The E-auction will take place through portal <https://bankauctions.in> on **15.10.2024** from **12.00 PM to 1.00 PM** with unlimited extensions of 10 minutes each, till the sale is completed.
3. For detailed procedure and terms and conditions of E-Auction, interested bidders may visit <https://bankauctions.in> and download relevant documents. Interested bidders may also get in touch with service provider on below mentioned contact numbers.
4. It shall be in the discretion of the Authorized Officer to cancel the auction proceeding for any reason and return the EMD submitted and Bank would not entertain any claim or representation in that regard from the bidders.
5. Particulars specified in respect of the said property/ies in the above schedule have been stated to the best of the information of the Authorized Officer / Bank.
6. The intending purchaser / bidder is required to submit amount of EMD and register their name at <https://bankauctions.in> to the above mentioned account and get user ID and Password free of cost and get training on E-Auction from **Mr. Prakash – Mobile: 8142000064 or Mr. srinivas – Mobile: 9515160061** Cheques will not be accepted for EMD. Bidders are required for participating in the E-auction to **hold Digital Signature Certificate** and also to furnish the details in the Auction Application Form available on the site.
7. The said EMD shall be adjusted in the case of highest bid, otherwise it will be refunded. The earnest money deposit will not carry any interest. Brokers / Middlemen shall not be entertained.
8. The sale shall be confirmed in favour of the purchaser who has offered the highest sale price in his bid to the Authorized Officer and shall be subject to confirmation by the Bank.
9. The purchaser shall deposit 25% of the amount of sale price after adjusting the Earnest Money Deposit within 24 hours (Banking Days) of acceptance of highest bid by the Authorized Officer in respect of sale, failing which the Earnest Money Deposit shall be forfeited. The highest bidder shall be declared to be the purchaser of the properties mentioned herein provided he should be legally qualified to bid at all stage.
10. The balance 75% of the sale price shall be paid by the purchaser on or before 15th day (during banking hours) of confirmation of sale by the Authorized Officer or such extended period as agreed upon in writing by and solely at the discretion of the Authorized Officer.
11. In default of payment of sale price or any part thereof within the period(s) mentioned hereinabove, the deposit(s)/ Part payment shall be forfeited and the property shall be resold and the defaulting purchase shall forfeit all claims to the property or any of the sum for which it may be subsequently sold.

12. On confirmation of the sale by the Bank and or compliance of the terms of payment the Authorized Officer shall issue a certificate of sale of the said property in favour of the purchaser in the form given in Appendix V to Enforcement of Security Interest Rules.
13. The Authorized Officer is not bound to accept the highest bid or any or all bids and reserves the right to accept or reject any or all the bids without assigning any reason thereof and his decision will be final binding on all the parties attending the auction.
14. Participation by any person in the sale shall be treated as conclusive evidence of the fact that the party has inspected the property/ies offered for sale and satisfied himself about the title, measurement, extent, boundaries and location of the property/ies. It shall also imply and be taken for granted that the party has carefully gone through and understood the terms and conditions of auction including the amendments if any, prevailing at the time of auction bid. No objection shall be entertained by the Bank and or the Authority after the bid is accepted.
15. The successful purchaser would bear all the charges / fees payable for conveyance such as stamp duty, registration fee, applicable GST (Goods and Service Tax) and all other taxes etc, as applicable as per law of Government of India and state of **Karnataka** and other Authorities.
16. Delivery / possession should be taken by the purchaser or his authorized representative against proper authorization letter only and it should be completed within the time schedule at their own risk, cost and arrangement and they will not be entitled to claim any facility or assistance or cost on this account from the Bank.
17. Any other conditions / changes / amendments to the auction terms and conditions, if made, and which are not incorporated in these terms and conditions will be announced at the time of auction which will be binding on the bidders.
18. The Bank reserves its right to accept / reject any bid, withdraw any property at any stage from auction sale after acceptance of the deposit amount for full value by the buyer, without assigning any reason thereof and value of such properties if paid for, shall be refunded.
19. The Bank shall not be responsible for any damage or loss, whatsoever, to purchaser on account of such withdrawal.
20. The property/ies will be put for auction as per the convenience of Bank and it is not obligatory to go serially if the properties are more in number.
21. The properties shall remain in every respect at the risk of the purchaser from the date of acceptance of their offer and the Bank shall have no liability for the safe custody or preservation thereof till the date of delivery / taking possession by the purchaser.
22. To the best of the knowledge and information of the Authorized Officer no other encumbrance exists on the properties.
23. All persons participating in the E-Auction should upload and submit his / their sufficient and acceptable proof of his / their identity, residence, and authority and also PAN / TAN cards etc.

24. Participation by anyone in this sale shall be treated as conclusive evidence of the fact that the party has inspected the assets offered for sale and satisfied himself/herself in all respects and the principle "Caveat Emptor" (let the buyer beware) will apply.
25. As per the Section 194 -1A of the Income Tax Act 1961, TDS @1% will be applicable on the sale proceeds where the sale transaction is Rs.50,00,000/- (Rupees Fifty Lakhs) and above. The successful bidder / purchaser shall deduct 1% TDS from the Sale Price and deposit the same with the income tax department in Form No.16B, containing the Bank's Name and the PAN No. AAAC3373J as a seller and submit the original receipt of the TDS Certificate to the Bank.
26. The sale is subject to the conditions prescribed in the SARFAESI Act, Rules 2002, amended from time to time and the conditions mentioned above.

Special Instructions:

Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither The Karur Vysya Bank Ltd nor Service Provider will not be held responsible for any lapses / failure (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 arrangements / alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the auction successfully

Statutory 15 days' Notice under Rule 9(1) of the SARFAESI Act, 2002**

The borrower/s and guarantor/s are hereby notified to pay the dues as mentioned above along with up to date interest and ancillary expenses before the date of e-Auction, failing which the Schedule property will be auctioned/sold and balance dues, if any, will be recovered with interest and cost

Date: 24.09.2024

Place: Bangalore