

Ref: RO/TVM/REC/MSME/SALE/1120/24-25

Date: 21.10.2024

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 01.02.2022, calling upon the borrower/guarantors (1) Mr. Alex M Kumbukadan, (Proprietor – M/s Kumbukattu Cashews), having addresses at Valakom, Kottarakkara, Ummannoor, Kollam, Kerala – 691532; also at EGP IV/334 A to G, Kumbukattu Cashews, Cheriaya Velinalloor PO Kollam-691311; also at NP VI/443, A, B, C, F Kumbukattu Cashews, Vallam Kottarakkara PO, Neduvathoor Kollam-691531; also at NP VII/481-483, Kumbukattu Cashews, Pallimon PO, Nedumpana, Kollam-691576.; also at SNP X/598-604, Kumbukattu Cashews, Sooranadu PO, Sooranadu North, Kollam-690561; and also at 13/387 V-546 A to E, M/s Sree Durga Cashew Company, Pakalkury, Pallickal Panchayath, Pallickal, Varkala Taluk, Thiruvananthapuram-695604; and (2) Ms.Rekha Alex, having addresses at Valakom, Kottarakkara, Ummannoor, Kollam, Kerala – 691532; and also at EGP IV/334 A to G, Kumbukattu Cashews, Cheriaya Velinalloor PO Kollam-691311, 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 27.05.2022.

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.31,56,00,286.69 (Rupees Thirty One Crore Fifty Six Lakh Two Hundred Eighty Six and Paise Sixty Nine only) in the account of M/s Kumbukattu Cashews as on 20.10.2024, with future interest, costs and expenses etc. thereon with Kottarakkara Branch of the Bank, subject to the following terms and conditions:-

Item No.1	
Name of Property Owner	Alex M Kumbakadan
Description of property	All that part and parcel of land admeasuring 41.20 Ares along with Building thereon bearing Door No. NP V-463 A,B,C of Nedavathur Panchayath admeasuring 13623 Sq. ft. (approx) along with all other constructions, improvements, easementary rights existing and appurtenant thereon situated in Old Sy No 374/1C Re Sy No. 577/9 in Block No. 9, within Neduvathoor Village, Kottarakkara Taluk, Kollam District and owned by Mr. Alex M Kumbakadan morefully described in Sale Deed no 3337/2010 dated 03-08-2010 & Correction deed No 4473/2010 dated 11.11.2010 both of Principal Sub Registrar Office – Kottarakkara and bounded on North: Property of Murali, Siva Kumar & Gopala Pillai, South: Road, East: Property of Murali, West: Pathway

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Nature of possession	Physical possession
Reserve Price	Rs.1,51,30,000/- (Rupees One Crore Fifty One Lakh Thirty Thousand only)
Earnest Money Deposit (EMD)	Rs.15,13,000/- (Rupees Fifteen Lakh Thirteen Thousand only)
Item No.2	
Name of Property Owner	Alex M Kumbukadan
Description of property	All that part and parcel of land admeasuring 15.51 ares along with Building thereon bearing Door No. UP-X-894, 895, 896 of Ummannoor Panchayath admeasuring 9700 Sq. ft. (approx) along with all other constructions, improvements, easementary rights existing and appurtenant thereon situated in Old Sy No 413/1 Re Sy No. 443/17 in Block No. 25, within Valakom Village, Kottarakkara Taluk, Kollam District and owned by Alex M Kumbukadan morefully described in Sale Deed no 1162/1985 dated 09.04.1985 and Settlement deed 2525/2013 dated 26/10/2013 of Additional Sub Registrar Office – Kottarakkara and bounded on North: Property of Jacob, South: Property of Alex M Kumbukadan, East: Property of Stephen, West: Road
Nature of possession	Physical possession
Reserve Price	Rs.77,80,000/- (Rupees Seventy Seven Lakh Eighty Thousand only)
Earnest Money Deposit (EMD)	Rs.7,78,000/- (Rupees Seven Lakh Seventy Eight Thousand only)
Item No.3	
Name of Property Owner	Alex M Kumbukadan
Description of property	All that part and parcel of land admeasuring 16.19 Ares along with all other constructions, improvements, easementary rights existing and appurtenant thereon situated in Old Sy No 417/3 Re Sy No. 443/17-2 in Block No. 25 within Valakom Village, Kottarakkara Taluk, Kollam District and owned by Alex M Kumbukadan morefully described in Sale Deed no 682/1985 dated 02-03-1985 of Additional Sub Registrar Office – Kottarakkara and bounded on North: Road, South: Property of Kunjamma and Telephone Exchange, East: Property of Stephen and Kunjamma, West: Road
Nature of possession	Physical possession
Reserve Price	Rs.65,00,000/- (Rupees Sixty Five Lakhs only)
Earnest Money Deposit (EMD)	Rs.6,50,000/- (Rupees Six Lakh Fifty Thousand only)
Item No.4	
Name of Property Owner	Alex M Kumbukadan
Description of property	All that part and parcel of land admeasuring 17.45 Ares (9.31 Ares +

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	8.14 Ares) along with Building thereon bearing Door No. UP VIII - 322 to 335 of Ummannoor Panchayath admeasuring 13300 Sq. ft. (approx) along with all other constructions, improvements, easementary rights existing and appurtenant thereon situated in Old Sy No 408/9A Re Sy No. 433/12-2, 433/12-1 in Block No. 25 Valakom Village, Kottarakkara Taluk, Kollam District and owned by Alex M Kumbukadan morefully described in Settlement Deed no 2624/1999 dated 09-08-1999, Settlement Deed no 1811/2000 dated 29-05-2000, Release deed 2527/2013 dated 20.10.2013 all of Addittional Sub Registrar Office – Kottarakkara and bounded on North: Road, South: Narayana Pillai, East: Property of Bobby, West: Properties of Ummachan & Kiriyan Idiculla
Nature of possession	Physical possession
Reserve Price	Rs.2,55,20,000/- (Rupees Two Crore Fifty Five Lakh Twenty Thousand only)
Earnest Money Deposit (EMD)	Rs.25,52,000/- (Rupees Twenty Five Lakh Fifty Two Thousand only)
Item No.5	
Name of Property Owner	Alex M Kumbukadan
Description of property	All that part and parcel of land admeasuring 72.73 Ares along with all other constructions, improvements, easementary rights existing and appurtenant thereon situated in Old Sy No 413/1 Re Sy No. 442/2 in Block No. 25 within Valakom Village, Kottarakkara Taluk, Kollam District and owned by Alex M Kumbukadan morefully described in Sale Deed no 1163/1985 dated 09-04-1985 of Sub Registrar Office – Kottarakkara and bounded on North: Property of Stephen, South: Road, East: Property of Podiyamma and Jacob, West: Property of BSNL and Alex M Kumbukadan
Nature of possession	Physical possession
Reserve Price	Rs.87,31,000/-(Rupees Eighty Seven Lakh Thirty One Thousand only)
Earnest Money Deposit (EMD)	Rs.8,73,100/- (Rupees Eight Lakh Seventy Three Thousand One Hundred only)
Item No.6	
Name of Property Owner	Alex M Kumbukadan
Description of property	All that part and parcel of land admeasuring 38.75 Ares along with Building thereon bearing Door No. SN X 598 to 604 of Sooranad North Panchayat admeasuring 12206 Sq. ft. (approx) along with all other constructions, improvements, easement rights existing and appurtenant thereon situated in Old Sy No 484/6A Re Sy No. 235/5-2 in Block No;2 in Sooranad North Village, Kunnathoor Taluk, Kollam District and owned by Alex M Kumbukadan morefully described in Sale Deed no 1572/2011 dated 29-09-2011 of Sub Registrar Office – Sooranad and bounded on North: Property of Mini,

The South Indian Bank Ltd., Regd. Office: Thrissur, Kerala

Head Office: S.I.B House, T.B Road, P.B No: 28, Thrissur - 680001, Kerala

(Tel) 0487-2420 020, (Fax) 91 487-244 2021 e-mail : sibcorporate@sib.co.in,

CIN : L65191KL 1929PLC001017, Toll Free (India) 1800-102-9408, 1800-425-1809 (BSNL)

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	Thampi and Anitha, South: Property of Moni, East: Road, West: Property of Moni
Nature of possession	Physical possession
Reserve Price	Rs.1,02,25,000/- (Rupees One Crore Two Lakh Twenty Five Thousand only)
Earnest Money Deposit (EMD)	Rs.10,22,500/- (Rupees Ten Lakh Twenty Two Thousand Five Hundred only)
Item No.7	
Name of Property Owner	Alex M Kumbukadan
Description of property	All that part and parcel of land admeasuring 98.74 Ares [41.20 +57.54 Ares]along with Building thereon bearing Door No. VII/456 of Nedumpna Panchayat admeasuring 11617 Sq. ft. (approx) along with all other constructions, improvements, easementary rights existing and appurtenant thereon situated in Old Sy No 2642 L/ 83/101, 83/101/1, 83/101/2, Re Sy No. 391/6 and 391/7 in Block No. 20, within Pallimon Village, Kollam Taluk, Kollam District and owned by Alex M Kumbukadan morefully described in Sale Deed no 2421/2013 dated 29-08-2013 of Sub Registrar Office – Kannanallor [remaining after acquisition of 0.06 Ares for Kallada Irrigation Canal] and bounded on North: Canal, South: Road, East: Property of Thankappan, West: Property of Krishna, Majeed, Alikunju
Nature of possession	Physical possession
Reserve Price	Rs.1,76,90,000/- (Rupees One Crore Seventy Six Lakh Ninety Thousand only)
Earnest Money Deposit (EMD)	Rs.17,69,000/- (Rupees Seventeen Lakh Sixty Nine 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 11.11.2024 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	12.11.2024 from 11.00 AM to 12.00 Noon (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 11.11.2024.
- 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 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.

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- 29) The Authorised Officer has obtained EC/ search report regarding the properties from 01.01.1991 to 16.10.2024 and it contains an attachment of Tahasildhar Kottarakkara dated 20.10.2023 w.r.t. item no.2 and 3 properties. However, the said encumbrance 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., Kottarakkara 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: 21.10.2024
Place: Trivandrum

AUTHORISED OFFICER
(CHIEF MANAGER)

