The Authorised Officer (AO) of IDBI BANK LIMITED

Panampilly Nagar, Ernakulum

TENDER DOCUMENT

For

Sale of Immovable Assets of

Smt. Bhama Ramaswamy (the Borrower)

Smt. Kamala Ramaswamy(Guarantor)

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

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(I) Public Notice for Sale through e-auction published in the newspapers





ഐ. ഡി.ബി.ഐ. ബാങ്ക് ലിമിറഡ്, പനമ്പിള്ളി നഗർ,പോസ്റ്റ് ബാഗ് നം.4253, റീട്ടെയിൽ റെക്കവറി, ഒന്നാം നില, കൊച്ചി-682036, ഫോൺ: 0484-2317326. ഇ – ഒമയിൽ: recoverykerala@idbi.co.in വെബ്സൈറ് : www.idbibank.in

സ്ഥാവരവസ്തുവിന്റെ പൊതു വില്പന അറിയിപ്പ്

സെക്യൂരിറ്റൈസേഷൻ ആന്റ് റീ കൺസ്ട്രക്ഷൻ ഓഫ് ഫൈനാൻഷ്യൻ അസറ്റ്സ് ആന്റ് എൻഫോഴ്സ്മെന്റ് ഓഫ് സെക്യൂരിറ്റി ഇന്ററസറ്റ് ആക്ട് 2002 ലെ സെക്യൂരിറ്റി ഇന്ററസ്റ്റ് (എൻഫോഴ്സ്മെന്റ്) റൂൽസ് 2002 ലെ റൂൽ 8(6) പ്രകാരമുള്ള സ്ഥാവര വസ്തുക്കളുടെ ഇ–ലേല വിൽപ്പന നോട്ടീസ്.

ബാങ്കിൽ പണയപ്പെടുത്തിയ താഴെ കൊടുത്തിരിക്കുന്ന സ്ഥാവര വസ്തുക്കൽ ഐ.ഡി.ബി.ഐ. ബാങ്ക് ലിമിറ്റഡിന്റെ അധികാരപ്പെട്ട ഉദ്യോഗസ്ഥൻ പ്രത്യക്ഷമായി കൈവശമെടുത്തിട്ടുള്ളതാണ്. വായ്പ്പക്കാരായ (1) ശ്രീമതി ഭാമ രാമസ്വാമി (വായ്പ്പക്കാരി), (2) ശ്രീമതി കമല രാമസ്വാമി (ജാമ്യക്കാരി) നിന്നും ഐ.ഡി.ബി.ഐ. ബാങ്കിന് ലഭിക്കാ നുള്ള 14-06-2022 ലെ കുടിശ്ശിക തുകയായ രൂപ 52,20,756/- (അൻപത്തിരണ്ട് ലക്ഷത്തി ഇദ്ദേപതിനായിരത്തി എഴുന്നൂറ്റി അൻപത്തിയാറ് രൂപ) യും പലിരയും മറ്റു ചെലവുകളും ഈടാക്കുന്നതിന് വേണ്ടി താഴെ കൊടുത്തിട്ടുള്ള സ്ഥാവര വസ്തുക്കൾ ഇപ്പോൾ എവിടെയാണോ" "എത്തനെയാണോ" "എതെക്കെയാണോ" എന്നതിന്റെ അടിസ്ഥാനത്തിൽ 20-07-2022 ന് വിൽപ്പന നടത്തുവാൻ തീരുമാനിച്ചിരിക്കുന്ന വിവരം വായ്പ്പക്കാരേ/ജാമ്യക്കാരെ/പൊതുജനങ്ങളെ പൊതുവായും അറിയിച്ചുകൊള്ളുന്നു.

കരുതൽ വിലയും നിരതദ്രവ്യം തുകയും, നിരതദ്രവ്യം സമർപ്പിക്കേണ്ട തീയതിയും താഴെ കൊടുക്കുന്നു.

സ്ഥാവരവസ്തുക്കളുടെ വിശദവിവരണം

കേരള സംസ്ഥാനത്ത് എറണാകുളം ജില്ലയിൽ, എറണാകുളം സബ് രജിസ്ട്രാർ ആഫീസ്, കണയന്നൂർ റവന്യു മണ്ഡലം, എറണാകുളം വില്ലേജിൽ, സർവേ നമ്പർ 738/2 ൽ പെട്ട 8.377 ആർ (20.701 സെന്റ്) സ്ഥലത്തെ 1400/26866 (5.20%) വിദജിക്കാത്ത അവകാരവും അതിലിരിപ്പ് കൊച്ചി കോർപ്പറേഷനിലെ മുത്തൂറ്റ് ടവേഴ്സ് എന്ന കെട്ടിട സമുച്ചയത്തിലെ രണ്ടാം നിലയിലെ 130.064 ചതുരശ്ര മീറ്റർ (1400 ചതുരശ്ര അടി) 39/2318 നം. അപ്പാർട്ടുമെന്റും പത്താം സ്ലോട്ട് കാർ പാർക്കിംഞ്ജും അതിലുളള സകലവിധ അവകാശങ്ങളും കൂടിയാകുന്നു. അതിരുകൻ: കീഴക്ക് കെ.റ്റി. രാമവർമ്മ വക വസ്തു; പടിഞ്ഞാറ് തോട്ടേക്കാട്ട് കുടുംബം വക വസ്തു; വടക്ക് ഡി.എച്ച്. റോഡ്; തെക്ക് തോട്ടേക്കാട്ട് കുടുംബം വക വസ്തു.

കരുതൽ വില: രൂപ 65,00,000/- (അറുപത്തിഅഞ്ച് ലക്ഷം രൂപ മാത്രം)

നിതെദ്രവ്യം: രൂപ 6,50,000/- (ആറ് ലക്ഷത്തി അൻപതിനായിരം ഒുപ മാത്രം)

വസ്തു പരിശോധനാ തീയതി: 11-07-2022 മുതൽ 16-07-2022 വരെ

ഒർഘാസുകൾ സമർപ്പിക്കേണ്ട അവസാന തീയതി: 19-07-2022 നോ മുൻപോ

ലേല തീയതിയും സമയവും: 20-07-2022 ഓവിലെ 11.30 മുതൽ ഉച്ചയ്ക്ക് 12.30 വരെ ലേല വ്യവസ്ഥകളെയും ഉപാധികളെയും പറ്റി കുടുതൽ അറിയുന്നതിനായി 18-06-2022

മുതൽ ഐ. ഡി. ബി. ഐ. ബാങ്കിന്റെ വെബ്സൈറ്റിലെ https://www.idbibank.in →Announcements-→Notices & Tenders എന്ന ല്ക്

nttps://www.idbibank.in → Announcements → Notices & Tenders എന്ന ലഭ സന്ദർശിക്കുക

16/06/2022 KOTHAMANGALAM-MUVATTUPUZHA Pg 13

DBI BANK

IDBI BANK LIMITED
Panampilly Nagar, Post Bag No.4253,
Retail Recovery,First Floor,
Kochi-682036, PH: 0484-2317326,
Email: recoverykerala@idbi.co.in
Website: www.idbibank.in

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 8 (6) 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 20-07-2022, for recovery of Rs. Rs.52,20,756i- (Rupees Fifty Two Lakh Twenty Thousand Seven Hundred and Fifty Six Only) as on 14-06-2022 together with further interest and charges thereon due to IDBI Bank Limited from (1) Smt. Bharna Ramaswamy (the Borrower), (2) Smt. Kamala Ramaswamy (Guarantor). The reserve price & the earnest money deposit will be as follows.

(Guarantor). The reserve price & the earnest money deposit will be as follows:

Description of the Immovable Property

All the pieces and parcels of immovable property admeasuring 1400/
26866 (5.20%) undivided right in 8.377 Ares (20.701 cents) with
Apartment No. 39/2318 on the 2™ floor measuring 130.064 Sq. mth.
(1400 Sq. fit) with car parking slot No.10 in "Muthoot Towers" situated in
Sy. No. 738/2 in Emakulam Village under Cochin Corporation, Revenue
Mandal Kanayannur, Ernakulum SRO, District Ernakulam in the state
of Kerala and bounded On the: East by: Property of K.T. Ramavarma,
West by: Property of Thottekatt family, North by: D.H. Road, South
by: Property of Thottekatt family.

Reserve Price: EIMD Amount:
Rs. 65,00,000\(Rupees Sixty Five Lakh Only)

Date of Inspection: 11-07-2022 to 16-07-2022

Last Date of Submission of Bids: 19-07-2022

Date and Time of E-auction: 20-07-2022 from 11.30 a.m. to 12.30 p.n

For defailed terms and conditions of the sale, please refer to the link provided in IDB Bank's website https://www.idbibank.in →Announcements→Notices &

Date : 16-06-2022 Tenders from 18-06-2022 Sd/- Authorised Officer Place : Kochi IDBI Bank Ltd.

The above notice was published in the following newspapers

S.No.	Newspapers	Edition	Date Published
1	The Hindu	Kochi	16/06/2022
2	Mathurbhumi	Kochi	16/06/2022

(II) Possession Notice published in newspapers

POSSESSION NOTICE

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

IDBI BANK Limited

(n) IDBI BANK Panampilly Nagar, Kochi-682036, Ph: 0484 231 1434 APPENDIX IV [Rule 8 (1) POSSESSION NOTICE (For Immovable Property) Where as the undersigned being the authorised officer of IDBI Bank Limited under the Securitization 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(12) read with rule 3 of Security Interest Enforcement) Rules, 2002 issued a demand notice dated 25.10.2018 u/s. 13(2) calling upon the borrower Smt. Bhama Ramaswamy and Smt. Kamala Remassivery to repay the amount mentioned in the notice being Rs.40.65.621/- (Rupees Forty Lakh Sixty Five Thousand Six Hundred and Twenty One only) as on 10.09.2018 within 60 days from the date of the receipt of the said notice. The borrower having falled 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 conformed on him under sub-section (4) of section 13 of Act read with rule 8 of

sub section (8) of section 13 of the Act, in respect of time available, to redeem the DESCRIPTION OF THE IMMOVABLE PROPERTY

securedassets

the Security Interest (Enforcement) Rules, 2002 on this the 14.03.2022. 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. 40,65,621/-(Rupees Forty

Lakh Sixty Five Thousand Six Hundred and Twenty One only) as on

10.09.2018 and interest thereon. The borrower's attention is invited to provisions of

All the pieces and parcels of immovable preparty admeasuring 1400/26866 % undivided right in 8.377 Ares (20.701 cents) with apartment No. 39/2318 on the 2nd floor measuring 130.064 Sq.mtr | 1400 Sq.ft) with car parking slot No.10 in "Muthoot Towers" situated in Sy. No.738/2 in Ernakulam Village under Cochin Corporation, Revenue Mandal Kanayannur, Ernakulum SRO, District Ernakulam in the state of Kerala, BOUNDARIES East: Property of Ramavarma, West: Property of Thottekatt family, North: Road, South Property of Thottekatt family. Together with all and singular the structures and erections thereon, both present and future.

Se/-, Authorised Officer, IDBI Bank Ltd. Date: 14.03.2022 Place: Emakulam



കൂടാതെ ഇപ്പോഴുള്ളതും ഭാവിയിലുണ്ടാകാവുന്നതുമായ ബിൽഡ സ്വടക്ഷറുകളും നിർമിതികളാം അക്കോ

The above notice was published in the following newspapers

S.No.	Newspapers	Edition	Date Published
1	The Indian Express	Kochi	18/03/2022
2	Mangalam	Kochi	18/03/2022

(III) Brief Description of Secured Asset

(a) Details of Immovable Property

Property Description

Description of the Immovable Property

All the pieces and parcels of immovable property admeasuring 1400/26866 (5.20%) undivided right in 8.377 Ares (20.701 cents) with Apartment No. 39/2318 on the 2nd floor measuring 130.064 Sq.mtr (1400 Sq.ft) with car parking slot No.10 in "Muthoot Towers" situated in Sy. No.738/2 in Ernakulam Village under Cochin Corporation, Revenue Mandal Kanayannur, Ernakulum SRO, District Ernakulam in the state of Kerala and bounded on the: East by: Property of K.T. Ramavarma, West by: Property of Thottekatt family, North by: D.H. Road, South by: Property of Thottekatt family.

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

Outstanding Dues of IDBI Bank in the loan accounts of Smt. Bhama Ramaswamy as on 14-06-2022 is as follows,

(Amount in Rs)

Facilities	Amount
Housing Loan Account()	5180494.00
Expense Account (()	40262.00
Total	Rs.52,20,756.00

Total dues as on 14-06-222 is Rs.52,20,756.00 /- (Rupees Fifty Two Lakh Twenty Thousand Seven Hundred and Fifty Six Only) together with further interest and charges thereon with effect from 15-06-2022.

(V) Terms & Conditions

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.

2 Issue of Tender/ Offer / Bid Document

The tender document can be downloaded from IDBI website - https://www.idbibank.in → Quick Links → Notices & Tenders, from 18-06-2022 and also from E-auction Service Provider i.e Antares systems limited website: www.bankeauctionwizard.com

3 Reserve Price and EMD

- a) The Reserve Price for the sale of the property is **Rs. 65,00,000** (Rupees Sixty Five Lakh Only).
- b) The EMD (Earnest Money Deposit) has been fixed at **Rs. 6,50,000** (Rupees Six Lakh Fifty Thousand Only)
- 4. The sale of Secured Assets is on "As is where is", "As is what is", "Whatever there is", "Without recourse" and "No complaint" basis.

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 fall due would be ascertained by the bidder(s) and would be borne by the successful bidder.

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 Smt. Bhama Ramaswamy (the Borrower) 2). Smt. Kamala Ramaswamy(Guarantor) 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.

Details of encumbrances known to the secured creditor are as follows: Nil. However the prospective bidders are advised to satisfy themselves regarding encumbrances, if any, over the above properties.

5. Inspection of assets

The interested parties may, at their own cost and expense, inspect the property with prior intimation from 11-07-2022 till 16-07-2022 from 10 AM to 4PM 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'.

6. Due Diligence by the Bidders

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.

- 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 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 abuttals 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.
- 8. 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.

9. Submission of Tender/Offer

The Bidder shall complete in all respects the Profile of the Bidder and Declaration 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.

The Format for submission of "Profile of the bidder" & "Declaration by the Bidder" are given in *Chapter VI & VII* of this Tender Documents. Form of appendix to the profile (declaration by the bidder) is given in *Chapter VIII*. Bids can be submitted in sealed envelopes along with required documents.

- **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. Last date for submission of Bid Document.

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, Panampilly Nagar, Retail Recovery, First Floor, Kochi – 682036 on any working day but not later than 5 p.m. on 19-07-2022 in a sealed cover which shall be superscripted as "Bid Document and EMD: A/c Smt. Bhama Ramaswamy 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 Smt. Bhama Ramaswamy payable at Ernakulum issued by any Nationalized Bank/ Scheduled Bank as Earnest Money Deposit (EMD).

Remittance of EMD by way of RTGS.

Bidders who prefers to submit the EMD by way RTGS, may remit the EMD amount in favor of IDBI Bank Limited, Account No. 0202102000014784 IFSC Code: IBKL0000202 Indiranagar Branch Bengaluru not later than <u>5PM</u> on **19-07-2022** Such bidders must **indicate RTGS UTR No., Amount remitted and date in the appropriate space in the Profile of the Bidder.**

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.

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 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.

Auction/ Bidding shall only be through "online Auction Mode" through the website of Service Provider www.bankeauctionwizard.com

15. Registration with E-Auction Service Provider

- 1. Participants who are not already registered with the e-auction provider M/s. Antares Systems ltd should register themselves by following the procedure mentioned at the website www.bankeauctionwizard.com
 - a. The participants/ intending purchasers are necessarily required to submit following documents/ papers for registration to M/s. Antares Systems limited
 - b.Form duly signed & filled up. Please download from www.bankeauctionwizard.com
 - c. Self attested copy of Pan Card
 - d. Self attested valid residential proof (Voter Id card, Passport copy, Ration card, telephone bill, electric bill Any one)
 - e. Self attested valid e-mail id and mobile number.

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.

After receiving the userid / password, in case any bidders feel the need for training / e - auction support, such bidders may contact M/s.Antares Systems Limited on +91-9943277499/9686196755, 080-40482100 Website: www.bankeauctionwizard.com
Office mail Id: gunaseelan.m@antaressystems.com/manohar.s@antaressystems.com

ANTARES SYSTEMS LIMITED

#24, Sudha Complex, 3rd Stage, 4th Block, Basaveshwaranagar, Bangalore-560079

Help Line Desk:

Office Address:

Landline: 080-40482100 or 9943277499 Mr. Gunaseelan & Mr. Manohar S

Mobile no. 9943277499/9686196755,

Mail id: gunaseelan.m@antaressystems.com/manohar.s@antaressystems.com

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 in the auction successfully.

16. The E-auction day: on 20-07-2022 from 11.30AM AM to 12.30PM

The auction would be held with extensions of 5 minutes each, **if required**, on e-auction platform at website <u>www.bankeauctionwizard.com</u>. 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.

The decision of Authorized Officer regarding declaration of successful bidder shall be final and binding on all the bidders.

Increase in Bid Amount:

It may be noted that increase in bid amount, if any, during the e-auction period shall be made in multiples of **Rs.1,00,000/-**

Increase in bid amount below the said amounts will be rejected.

First bid should be of at least equal to or above Reserve Price or increment(s) over the Reserve Price in multiples as above.

The property shall not in any case sold below reserve price.

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.

18. Payment of Sale Price

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 Smt. Bhama Ramaswamy payable at Ernakulum issued by any Nationalised Bank/ Scheduled Bank or by way of RTGS in favour of IDBI Bank Limited, Account No. 0202102000014784 IFSC Code: IBKL0000202 Indiranagar Branch Bengaluru. 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 Smt. Bhama Ramaswamy payable at Ernakulum issued by any Nationalized Bank/ Scheduled Bank or by way of RTGS in favour of IDBI Bank Limited, Account No. 0202102000014784 IFSC Code: IBKL0000202 Indiranagar Branch Bengaluru or such extended period as may be agreed upon in writing between the successful bidder and the AO, as per the 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.
- 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.
 - 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.
- 23. 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. 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.

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.

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 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.
	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.
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.	General Terms and Conditions
	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.
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 rebidding 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.	Jurisdiction All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Ernakulum shall have jurisdiction to entertain /adjudicate such disputes.

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 property

SCHEDULE:

All the pieces and parcels of immovable property admeasuring 1400/26866 (5.20%) undivided right in 8.377 Ares (20.701 cents) with Apartment No. 39/2318 on the 2nd floor measuring 130.064 Sq.mtr (1400 Sq.ft) with car parking slot No.10 in "Muthoot Towers" situated in Sy. No.738/2 in Ernakulam Village under Cochin Corporation, Revenue Mandal Kanayannur, Ernakulum SRO, District Ernakulam in the state of Kerala and bounded on the: East by: Property of K.T. Ramavarma, West by: Property of Thottekatt family, North by: D.H. Road, South by: Property of Thottekatt family

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

(Diu	Document to be fined and submitted	<u>и о</u> ,	the Blader, Officier 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/		
	Guarantors/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.		
	<i>ii</i>) Date of Demand Draft /	:	
	Pay Order		
	iiii) Name of the Issuing	:	
	Bank and Branch		
	Bidders, who prefer to subm	nit	the EMD by way of RTGS, must indicate
	RTGS UTR No., Amount rem	itt	ed and date.
	RTGS UTR NO.	:	
	Amount remitted	:	
	Date	:	
7	Income Tax Permanent	:	
	Account Number(s) (PAN) of		
	Bidder /Offerer		
* Ea	ach and every information and docume	nts	to be submitted is mandatory.
and info	understood all the relevant papers at rmation is found to be incorrect/ incorr	nd mpl	erms and conditions of the sale and have also read, perused have carried out my/our own due diligence. In case any ete, I/We shall not hold the Authorised Officer or secured have any claim whatsoever against either of them.
	Sig	nat	ure of the duly Authorized official of the Bidder/Offerer

Place:

Date:

Name and Designation of the Authorised Signatory

VII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

COMPANY/ PARTNERSHIP/ PROPRIETORSHIP

For purchase of the below property

SCHEDULE:

All the pieces and parcels of immovable property admeasuring 1400/26866 (5.20%) undivided right in 8.377 Ares (20.701 cents) with Apartment No. 39/2318 on the 2nd floor measuring 130.064 Sq.mtr (1400 Sq.ft) with car parking slot No.10 in "Muthoot Towers" situated in Sy. No.738/2 in Ernakulam Village under Cochin Corporation, Revenue Mandal Kanayannur, Ernakulum SRO, District Ernakulam in the state of Kerala and bounded on the: East by: Property of K.T. Ramavarma, West by: Property of Thottekatt family, North by: D.H. Road, South by: Property of Thottekatt family

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

	· · ·	
1.	<i>a</i>) Name of the Company/ Firm/	
	Party	
	(in Block letters)	
	b) Complete Registered Address	
	, 1	
	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	

	T	
	company/firm /party (in Block letters)	
	(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	
10	Person	•
11		
11	1	•
	1	
12	employee of IDBI Bank Limited.	
12	Relationship, if any, the Bidder/Offerer has with	
	Borrower/Promoters/	
	Guarantors/Mortgagors as	
	mentioned in the Tender	
10	Document.	
13	Details of Earnest Money	:
	Deposit (EMD).	
	i) Demand Draft No. /	:
	Pay Order No.	
	ii) Date of Demand Draft /	:
	Pay Order	
	iiii) Name of the Issuing	:
	Bank and Branch	
	_	the EMD by way of RTGS, must indicate
	RTGS UTR No., Amount remitt	ed and date.
	RTGS UTR No.	
<u> </u>	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	Authori	sed	Officer	or	secured	lenders	responsible	for	the	same	and
shall	not l	nave a	any (claim wł	nats	oever ag	ain	st 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 ERNAKULAM

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

To,

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

Sir,

<u>Sale of Secured Asset's / Properties situated at "Muthoot Towers" Sy. No.738/2 in Ernakulam Village under Cochin Corporation, Revenue Mandal Kanayannur, Ernakulum SRO, District Ernakulam in the state of Kerala.</u>

- 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/Guarantors/Mortgagors as mentioned in the Tender Document.

8.	I/We also e	nclose a Dema	and Draft	Pay Order	of value	Rs	
	towards Ear	nest Money De	posit (EM	MD) in the	name of	'IDBI Bank	LimitedA/c
		" payable	at				
				Or			
	I/ We have	remitted Rs			towards	Earnest Mo	ney Deposit
	(EMD) to II	DBI Bank Limi	ted by w	ay of RTG	S amount	in favour of	f IDBI Bank
	Limited,	Account	No.			IFSC	Code:
		Branch:					

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

Place: Dated day of2022
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 :

10. We understand that the Bid/Offer should be unconditional and Bid/Offer having

summarily rejected.

conditions contrary to the terms and conditions of the Tender/Offer document can be