

Ref: RO/TVM/REC/MSME/SALE/1742/24-25

Date: 30.12.2024

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 16.07.2019 to Borrowers/Guarantors (1).Mr. P Somarajan, Proprietor, M/s. Kailas Cashew Exports, Pezhookkonam, Ezhukone, Cheerancavu, Kollam, Kerala, Pin-691 505 (2).Mrs. Rajitha Somarajan, W/o. P Somarajan; both (1) and (2) residing at Swasthika, Near Santhigiri Hospital, Asramom, Kadappakkada, Chinnakkada P.O., Kollam, Kerala, Pin-691 001 as Borrower/ Guarantor 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 05.11.2019.

AND WHEREAS, the Borrower/ Guarantor have failed to pay the amount, notice is hereby given that the immovable properties more fully described in the Schedule hereunder will be sold by way of Tender Cum Auction on "as is where is" basis and "as is what 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.1,99,94,91,236.43 (Rupees One Hundred Ninety Nine Crores Ninety Four Lakhs Ninety One Thousand Two Hundred Thirty Six and Paise Forty Three Only) being the sum outstanding in the loan accounts with Kollam Branch as on 29.12.2024 together with further interest and costs, (as per the claim in O.A.No.555/2018 filed before Hon'ble Debt Recovery Tribunal (DRT) - II, Ernakulam), subject to the following terms and conditions:-

Item No.1	
Name of Property Owner	Mrs. Rajitha Somarajan
Description of property	All that part and parcel of land admeasuring an extent of 37.435 cents (15.15 Ares) of land with industrial Building therein in situated in Block No. 24 ,Vadakkevila Village, Kollam Taluk, Kollam District, and comprised of the following extents (i) 9 Ares in Re.Sy. No. 568/5, covered under Sale Deed No. 3010/1978, Eravipuram SRO; (ii) 2.05 Ares in Re. Sy.No. 568/23, Block No.24, covered under Sale Deed No. 1081/2004, Eravipuram SRO and (iii) 4.1 Ares comprised of 0.95 Ares in Re.S. No. 560/17, 0.70 Ares in Re.Sy. No. 568/22, 2.15 Ares in Re.Sy.No. 568/3, and 0.30 Ares in Re.Sy.No. 560/9, Block No. 24, covered under Sale Deed No. 70/2006, Eravipuram SRO, alongwith all other improvements, usufructs and all other easementary rights therein owned by Mrs.Rajitha Somarajan, and bounded as East: Property of Bhanu, West: Property of Sadanandan, Sulochana and Vasudevan, North: Road, South: Property of Balakrishnan, Own Plot
Nature of possession	Physical possession
Reserve Price	Rs.1,90,00,000/- (Rupees One Crore Ninety Lakhs only)



Earnest Money Deposit (EMD)	Rs.19,00,000/- (Rupees Nineteen Lakhs only)
Item No.2	
Name of Property Owner	Mr.P Somarajan
Description of property	All that part and parcel of the land admeasuring an extent of 86.45 cents (35 Ares) of land with Cashew Factory comprised of 34.40 Ares situated in Re.Sy.No. 376/16, and 0.60 Ares situated in Re.Sy.No. 376/6-4, Block No. 20, Pallimon Village, Kollam Taluk, Kollam District, and obtained by him under Sale Deed No. 3714/2010 Kannanalloor SRO, along with all other improvements, usufructs and all other easementary rights therein owned by Mr.P Somarajan, and bounded on East: Property of Somarajan, West: Property of Ramachandran Pillai, North: Road, South: Property of Gopinathan Pillai
Nature of possession	Physical possession
Reserve Price	Rs.84,00,000/- (Rupees Eighty Four Lakhs only)
Earnest Money Deposit (EMD)	Rs.8,40,000/- (Rupees Eight Lakhs Forty Thousand only)
Item No.3	
Name of Property Owner	Mr.P Somarajan and Mrs. Rajitha Somarajan
Description of property	A) All that part and parcel of the land admeasuring an extent 136.46 cents (55.25 Ares) of Industrial cum Residential Area, Packing Centre and office Room, situated in Re.Sy.No. 194/1, 194/1-2, 194/1-3, Block No.3 of Pavithreswaram Village, Kottarakkara Taluk, Kollam District, and obtained by him under Sale Deed No. 605/1998, Sale Deed No. 1457/2002, and Sale Deed No. 38/2006, Kottarakkara Principal SRO., along with all other improvements, usufructs and all other easementary rights therein owned by Mr.P Somarajan and bounded on East: Property of Viswanathan and Indira, West: Property of Ani mon and Jayasree, North: Property of John, South: Road B) All that part and parcel of the land admeasuring an extent of 178.90 cents (72.40 Ares) of land with constructions thereon situated in Pavithreswaram Village, Kottarakkara Taluk, Kollam District and comprised of 7.95 Ares in Re.Sy.No. 192/20 covered under Sale Deed No. 1045/2015; 7.80 Ares in Re.Sy.No. 192/16, 10.40 Ares in Re.Sy.No. 192/17, 10.20 Ares in Re.Sy.No. 192/8 covered under Sale Deed No.1092/2015; 12.60 Ares in Re.Sy.No. 192/15 covered under Sale Deed No. 1090/2015; 7.08 Ares in Re.Sy.No. 192/13-2, 2.52 Ares in Re.Sy.No. 192/13-1, 9.80 Ares in Re.Sy.No. 192/12 covered under Sale Deed No. 403/2015 and 4.05 Ares in Re. Sy.No. 192/7 covered under Sale Deed No. 1028/2015, all of Kottarakkara Principal SRO along with all other improvements, usufructs and all other easementary rights therein owned by Mr.P Somarajan and bounded on East: Property of Raju.

	West: Thuruthelmukku Vayanasala Road, North: Property of Surya, Raveendran pillai and wetland, South: Property of Raveendran Pillai, Chandrasekharan. Saseendran and Rajitha C) All that part and parcel of the land admeasuring an extent of 131.00 cents (53.08 Ares) of Commercial land with Godown situated in Block No.3, Pavithreswaram Village, Kottarakara Taluk, Kollam District and comprised of 20.58 Ares in Re. Sy.No. 192/9/7 , 8.10 Ares in Re.Sy.No. 192/9/4 covered under Sale Deed No. 3669 of 2007, 24.40 Ares in Re.Sy.No. 192/18, covered under Sale Deed No. 1371 of 2006, Kottarakara Principal SRO alongwith all other improvements, usufructs and all other easementary rights therein owned by Mrs. Rejitha Somarajan, and bounded on East: Property of Raju, West: Road, North: Property of Rajitha, South: Property of Somarajan
Nature of possession	Physical possession
Reserve Price	Rs.4,79,00,000/- (Rupees Four Crores Seventy Nine Lakhs only)
Earnest Money Deposit (EMD)	Rs.47,90,000/- (Rupees Forty Seven Lakhs Ninety Thousand only)
Item No. 4	
Name of Property Owner	Mr.P Somarajan
Description of property	All that part and parcel of the land admeasuring an extent of 237.07 cents (95.98 Ares) with Cashew Factory therein situated in Re.Sy.No. 501/11, 501/10-1, 510/12-1, Block No.17 of Mulakuzha Village, Chenganoor Taluk, Alappuzha District, and obtained by him under Sale Deed No. 2442/2000, Sale Deed No. 891/2001, and Sale Deed No. 1442/2002, Chenganoor SRO, alongwith all other improvements, usufructs and all other easementary rights therein, owned by Mr.P Somarajan and bounded on East: Property of Viswan Padinjattathil, West: Property of Radha Bhai, North: Property of Chellamma, South: Road
Nature of possession	Symbolic possession
Reserve Price	Rs.2,65,97,000/- (Rupees Two Crores Sixty Five Lakhs Ninety Seven Thousand only)
Earnest Money Deposit (EMD)	Rs.26,59,700/-(Rupees Twenty Six Lakhs Fifty Nine Thousand Seven Hundred only)
Item No.5	
Name of Property Owner	Mr. P Somarajan

Description of property	All that part and parcel of the land admeasuring an extent of 10.699 cents of land with Residential Building therein situated in Re.Sy.No. 194/13, Block No.17 of Ezhukone Village, Kottarakkara Taluk, Kollam District, and obtained by him under Sale Deed No. 2254/1990, Ezhukone SRO. along with all other improvements, usufructs and all other easementary rights therein owned by Mr.P Somarajan and bounded on East: Road, West: Property of Jayaprakash, North: Property of Surendran, South: Road
Nature of possession	Physical possession
Reserve Price	Rs.1,15,00,000/- (Rupees One Crore Fifteen Lakhs only)
Earnest Money Deposit (EMD)	Rs.11,50,000/- (Rupees Eleven Lakhs Fifty Thousand only)
Item No. 6	
Name of Property Owner	Mrs Rajitha Somarajan
Description of property	All that part and parcel of the land admeasuring an extent of 7.388 cents (2.99 Ares) with Godown therein comprised of 0.40 Ares in Re.Sy.No. 417/9, and 2.59 Ares in 417/33, Block No.24 of Vadakkevila Village, Kollam Taluk, Kollam District and obtained by her under Sale Deed No. 3128/1999, Eravipuram SRO alongwith all other improvements, usufructs and all other easementary rights therein owned by Mrs Rajitha Somarajan and bounded on East: NH Bypass, West: Thodu, North: Property of Santhanavally, South: Property of M/s Sarathy Autocars
Reserve Price	Rs.80,00,000/- (Rupees Eighty Lakhs only)
Earnest Money Deposit (EMD)	Rs.8,00,000/- (Rupees Eight Lakhs 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 21.01.2025 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	22.01.2025 from 11 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 21.01.2025.
- 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

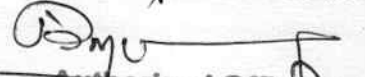
- without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.
- 17) In case of forfeiture of the amount deposited by the defaulting bidder, he shall neither have claim on the property nor on any part of the sum for which may it be subsequently sold.
 - 18) In case 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.

- 29) The Authorised Officer has obtained EC report of the properties from 01.01.1992 to 08.07.2023 and has noted an encumbrance entry dated 10.11.2022 mentioning attachment by Sub Court, Kollam in OS 97/2022 with respect to item no.5 property. 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: 30.12.2024
Place: Trivandrum



For The South Indian Bank Ltd.


Authorised Officer
(Chief Manager)

AUTHORISED OFFICER
(CHIEF MANAGER)

