Collection & Recovery Department Mumbai Region, Ground Floor, "C" Building Chitrapur Co-Operative Housing Society Pandurang Marg, 27<sup>th</sup> Road Bandra West, Mumbai, Pin - 400 050



Ref: ROMUM/Br0830/Sale/88/2024-25

Date: 13.01.2025

## **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 14.09.2018 calling upon Borrower/Guarantor –(1)Mrs. Rajkumari Ashok Joshi, Proprietor- M/s Raj Enterprises, Flat No: 1, First Floor, Yug Residency, Budhwar Peth, Madhavnagar, Sangli-416406, Also at: Patvo ka Bas, Sabji Mandi ke Pass, Sojat City, District Pali, Rajasthan-306104 (2) Mr.Ashok Ganpatlal Joshi, Flat No: 1, First Floor, Yug Residency, Budhwar Peth, Madhavnagar, Sangli-416406, Also at: Patvo ka Bas, Sabji Mandi ke Pass, Sojat City, District Pali, Rajasthan-306104 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 Physical Possession of the immovable property/ies, 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.

AND WHEREAS, the borrower/guarantor have failed to pay the amount, Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the immovable property/ies 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, on the date and at the place mentioned herein below for realization of a sum of Rs 59,22,796.74 (Rupees Fifty Nine Lakh Twenty Two Thousand Seven Hundred Ninety Six and Paise Seventy Four Only) as on 12.01.2025, with future interest, costs and expenses etc. thereon in the account/s of M/s Raj Enterprises, with Sangli Branch of the Bank, subject to the following terms and conditions:-

Name of Property Owner	Mrs. Rajkumari Ashok Joshi and Mr. Ashok Ganpatlal Joshi
Description of property	Residential Flat No: 1 admeasuring 100.46 Sq.mtrs located on the first floor of the building known as 'Yug Residency' Apartment constructed over plot property bearing city survey no: 1162 situated at Madhavnagar, Tal Miraj, District Sangli, owned by Mrs. Rajkumari Ashok Joshi and Mr.Ashok Ganpatlal Joshi vide Sale Deed no: 394 dated 19.01.2015 and Sale deed no: 481 dated 22.01.2015.
Nature of possession	Physical Possession
Reserve Price	Rs.18,50,000/- (Rupee Eighteen Lakh Fifty Thousand Only)
Earnest Money Deposit (EMD)	Rs.1,85,000/- (Rupees One Lakh Eighty Five 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., 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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Bandra West, Mumbai, Pin - 400 050

	South Indian Bank Ltd." payable at Pune or through RTGS to Account No. 0147073000003011 held by "The Authorised
	Officer" in The South Indian Bank Ltd, Branch Pune (IFSC Code: SIBL SIBL0000147)
Last date and time for submission of Bid along with EMD	on or before 04.02.2025 by 05.00 PM
<b>Property Inspection</b>	From 11.00 AM to 05.00 PM on working days with prior appointment
Bid incremental amount	Rs. 10,000/- (Rupees Ten Thousand Only)
Date and time of E- auction	05.02.2025 from 12.00 PM to 01.00 PM (with 5 minute unlimited auto extensions till sale is concluded)
E-auction service provider	C1 India Pvt. Ltd., Plot No-68, 3rd Floor, Sec-44, Gurgaon, Haryana- 122003, Contact Person: Mr. Mannur Balaji, 91-7977701080, Auction Helpdesk: 91-7291981124/25/26; Website: https://bankeauctions.com

# TERMS AND CONDITIONS OF SALE

- 1. The secured asset will be sold by e-auction through Bank's approved service provider i.e. C1 India Pvt. Ltd. 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 Pune at the address mentioned above or through RTGS to Account No: : 0147073000003011 held by "The Authorised Officer" in The South Indian Bank Ltd, Branch Pune (IFSC Code: SIBL0000147) latest by 04.02.2025 by 05.00 p.m.
- 3. The intending purchaser shall submit duly filled in bid form in original (format available with Authorised officer and in website https://bankeauctions.com) 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
- 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.

he South Indian Bank Ltd., Regd. Office: Thrissur, Kerala, Head Office: S.I.B. House, T.B. Road, P.B. No: 28 voluni 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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- 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 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

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Bandra West, Mumbai, Pin - 400 050

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 property from 01.01.2001 to 06.12.2024 and it contains no encumbrance.
- 30. For any further information and for inspection of property, the intended bidders may contact the Authorised Officer Mr. Prasad R V on 9916097340 or The South Indian Bank Ltd., Branch Sangli at Urmila Empire Apartment, Amrai Road, Opp Shivaji Stadium, Sangli, Pincode: 416416, Maharashtra during working hours or may contact Branch Manager Mr. Patil Pradip Jayasing on 9892647433 or may contact Recovery Officer Mr. Ashish C Kadam on 8879278772 at The South Indian Bank Ltd., Collection & Recovery Department, Mumbai.

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

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Date: 13.01.2025

Place: Mumbai

For The South Adian Bank Ltd.

Authorized Officer Regional Office, Mumbai

AUTHORISED OFFICER

(Assistant General Manager)

### **BID LETTER**

(Read carefully the terms and conditions of sale before filling-up and submitting the bid)

To The Authorized Officer The South Indian Bank Ltd.

Sir,

Sub: A/c -(1)Mrs. Rajkumari Ashok Joshi, Proprietor- M/s Raj Enterprises - Participation in E- Auction of Property on 05.02.2025 Ref: Auction Notice dated 13.01.2025

I/We would like to participate in the E-auction sale of the property mentioned in the auction notice dated 13.01.2025 and I/We furnish the necessary details as below:

# Pather (S) of Bidder (in Capital) Father (S) Husbandt's Name Postal Address of Bidder(s) Phone/Mobile Number: Bank Account details to which EMD amount to be returned Bank Account details to which EMD amount to be returned Bank & Branch; Name Date of Submission of Bid / / PAN Number Pan Number

Property Item No. 1	Description of	the property			V - W
Residential Flat No: 1 a	admeasuring 100	0.46 Sq.mtrs loca	ated on the first floor of	f the building known as 'Yu	g Residency'
				d at Madhavnagar, Tal Mira	
Sangli, owned by Mrs.	Rajkumari Asho	ok Joshi and Mr	. Ashok Ganpatlal Joshi	i vide Sale Deed no: 394 dat	ed 19.01.2015
and Sale deed no: 481	dated 22.01.201:	5			
EMD Amount:	<del></del>	_(Rs	only)		
Whether EMD remitted	Yes	No	Date of Remitt	tance:	/
EMD Remittance Details:		·····			
DD/BPO No		for Rsfavouring Th	(Rupees ne Authorised Officer, T	The South Indian Bank Ltd.	only)
Name			<del> </del>		
Bank & Branch					
Account No.					
IFSC Code No.					
UTR No:					
		<del></del>		·	<u> </u>
		•			
Bid Amount Quoted					
Amount in Figure					
Amount in Word					
Amount in Word					

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I/We declare that I/We have read and understood all the terms and conditions of auction sale and the auction notice published in the newspaper which are also available in the website www. southindianbank.com and https://bankeauctions.com and shall abide by them and I/We have verified the other particulars regarding the property being offered for sale through the E-auction. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole bidder. I/We am/are fully aware and agree that the Authorised Officer shall have the sole right to accept or reject my bid without assigning any reason.

Name & Signature

Place:

Date:

### ANNEXURE • <u>DECLARATION BY BIDDER(S)</u>

To,
The Authorized Officer
The South Indian Bank Ltd.

Date:	1	1	

- 1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the e-auction sale as detailed in e-auction sale notice dated 13.01.2025 and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
- 2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
- 3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorized Officer and that the Authorized Officer will be at liberty to annul the offer made to me/us at any point of time.
- 4. I/We understand that in the event of me/us being declared as successful bidder by the Authorized Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorized Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorized Officer.
- 5. I/We also agree that in the eventuality of forfeiture of the amount by Authorized Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
- 6. I/We also understand that the EMD of all offerers/bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
- 7. The decision taken by Authorized Officer in all respects shall be binding on me/us.
- 8. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Signature:	
Name:	
Email Id:	

Address: