

**TENDER CUM AUCTION SALE NOTICE**

WHEREAS the Authorised Officer of the Bank (hereinafter referred as AO) had issued Demand Notice dated 11.06.2021 calling the borrowers, (1) **Sri. Pramod Kumar Mishra**, S/o Jai Govinda Mishra and (2) **Smt. Mina Devi**, W/o. Pramod Kumar Mishra, both of them residing at 427M/2, Kusugal Road, Chetana Colony, Hubli-580020 (Also at: #SF-201, 2<sup>nd</sup> Floor, Aman Residency, Arun Colony, Kusugal Road, Keshwapur, Hubli, Karnataka-580023) (Also at : Lutua (Baburamih), Bankey Bazar, Gaya, Bihar - 824 217) to repay the amount as mentioned in the notice being Rs. 21,89,985.39 (Rupees Twenty One Lakh Eighty Nine Thousand Nine Hundred and Eighty Five and thirty nine paise only) as on 10.06.2021 as outstanding in the Housing Loan account (0716655000000043) with further interest, penal interest and costs within 60 days from the date of receipt of the said notice and further, calling upon the borrower, **Sri. Pramod Kumar Mishra**, S/o Jai Govinda Mishra and Guarantor, **Smt. Mina Devi**, W/o. Pramod Kumar Mishra, both of them residing at 427M/2, Kusugal Road, Chetana Colony, Hubli-580020 (Also at: #SF-201, 2<sup>nd</sup> Floor, Aman Residency, Arun Colony, Kusugal Road, Keshwapur, Hubli, Karnataka-580023) (Also at : Lutua (Baburamih), Bankey Bazar, Gaya, Bihar - 824 217) to repay the total amount of Rs.4,75,797.11 as mentioned in the notice being Rs.4,63,411.52 as outstanding in the Overdraft against Property (ODAP) account (0716081000000026) and Rs.12,385.59 as outstanding in the FITL Covid Moratorium account (0716656000000012 both amounts as on 10.06.2021 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 properties described hereto in the schedule, under Section 13(4) of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on **28.03.2023**.

AND WHEREAS, Borrowers/Guarantor have failed to pay the amount in full, Notice is hereby given that the immovable property 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, on the date and at the place mentioned herein below for realization of a sum of Rs. 35,38,931.54 (Thirty Five Lakh Thirty Eight Thousand Nine Hundred Thirty One and paise fifty four only) being Rs. 29,24,096.39 as outstanding in the Housing Loan account (0716655000000043) and Rs. 6,14,835.15 as outstanding in the Overdraft against Property (ODAP) account (0716081000000026), both amounts as on 28.09.2023 with further interest, penal interest and costs subject to the following terms and conditions.

**SCHEDULE**

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| <b>Name of Property Owner</b>  | Sri Pramod Kumar Mishra                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Description of property</b> | <p>All that part and parcel of Flat No. SF-201 admeasuring 849 Sq ft super built up area in the second floor of the building "Aman Residency" along with undivided share and interest on 254.7 Sq ft in all that piece and parcel of plot bearing CTS No.427/I-2 measuring 166.6/9 Sq. yards (equivalent to 1500 Sq. ft approx), plot bearing CTS No.427/I-3 measuring 155.1/9 Sq yards (equivalent to 1396 Sq. ft approx), plot bearing CTS No.427/J-3 measuring 162.2/9 Sq yards (equivalent to 1460 Sq. ft approx), plot bearing CTS No. 427/J-5 measuring 162.2/9 Sq yards (equivalent to 1460 Sq. ft approx), totally admeasuring 646 2/9 Sq yards (equivalent to 5816 Sq.ft) situated at Extension ward, Arun Colony, Kusugal Road, Keshwapur, Hubballi within the limits of Hubballi - Dharwad Municipal Corporation, within Hubballi Village, Hubballi Taluk, Dharwad District in the name of Sri Pramod Kumar Mishra vide Sale Deed No.2552/2017-18 dated 16.06.2017 of SRO Hubballi and bounded as follows:</p> <p><u>Boundaries of Land:</u> East by Road, West by Road, North by Road and South by CTS No.427/J-4 and 427/J-6</p> <p><u>Boundaries of Flat:</u> East by Flat No.206, West by Road, North by Road and South by Flat No.202</p> |



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| Reserve Price               | Rs. 22,00,000.00 (Rupees Twenty Two Lakh Only)                                                                                                                                                          |
| Earnest Money Deposit (EMD) | Rs. 2,20,000.00 (Rupees Two Lakh Twenty Thousand Only)                                                                                                                                                  |
| Date and Place of Sale      | <b>20.10.2023 at 11.30 AM</b><br>The South Indian Bank at Hubli Br. - Upper Ground Floor, Ijari Complex, Neelingin Road, Near Rani Chennamma Circle, Hubli Cotton Market P.O., Hubli, Dharwad - 580029, |

**TERMS AND CONDITIONS**

- 1) The properties will be sold on "as is where is" basis and "as is what is" condition and the Bank is not responsible for title, condition or any other fact affecting the property. The particulars furnished regarding the secured assets are stated to the best of information of the Bank and the Bank will not be answerable for any error, misstatement or omission.
- 2) The proposed Tenderers shall read and understand the terms and conditions mentioned in the Tender Sale Notice which is published by the Bank in its Website/ Branches at Hubli - Upper Ground Floor, Ijari Complex, Neelingin Road, Near Rani Chennamma Circle, Hubli Cotton Market P.O., Hubli, Dharwad - 580029, and Bangalore Regional Office at SIB Arcade, #61, Wheeler Road, Cox Town, Bangalore - 560 005 and also visit the scheduled properties and satisfy as to its area, boundaries, ownership, title, encumbrance, statutory approvals, measurements etc. The Bank shall not entertain any dispute regarding the Tender process or the scheduled properties after participating in the sale.
- 3) Interested Tenderers shall produce a copy of any valid photo identity/ address proof. In case, the Tenderer is participating on authorization, he should produce the ID proof of himself and the Tenderer.
- 4) All amounts payable regarding the sale including EMD shall be paid by way of DD drawn in favour of "The Authorised Officer, The South Indian Bank Ltd." payable at Bangalore or by RTGS in favour of "The Authorised Officer" vide a/c. no. 0655073000000021 (IFSC: SIBL0000655).
- 5) Interested Tenderers shall submit Demand Draft / RTGS Receipt for the respective Item of properties as the case may be for the EMD at The South Indian Bank Ltd., Branches at Hubli - Upper Ground Floor, Ijari Complex, Neelingin Road, Near Rani Chennamma Circle, Hubli Cotton Market P.O., Hubli, Dharwad - 580029, along with the Tender in a sealed cover before **11.00 AM on 20.10.2023**. The property details in brief may be mentioned on the cover for easy identification.
- 6) The Right of entry to the place of sale will be restricted to the Tenderers who have submitted the Tender letter and EMD in a sealed cover within the stipulated time or within such time as may be decided by the Authorised officer at his sole discretion.
- 7) The Authorised Officer has got right to cancel/ postpone the Auction without assigning any reason whatsoever. Further, the Authorised Officer shall have the discretion to accept, reject or return any or all the Tenders already submitted and the Bank will not entertain any claim or representation in that regard from the Tenderers.
- 8) The Sealed Tenders will be opened by the Authorised Officer on **20.10.2023** at 11.15 A.M. Any tender received quoting a price below the Reserve Price will be rejected outright.
- 9) After opening the tenders, the Tenderers who are present may be given an opportunity at the discretion of the Authorised Officer to have inter se bidding among themselves to enhance their offer price.
- 10) The Successful Tenderer should pay 25 % of the bid amount (less EMD) immediately on receipt of bid acceptance letter in his favour or not later than the next working day after the date of Tender cum Auction Sale and the balance 75% amount within 15 days of the sale, failing which the entire amount paid by the Tenderer shall be forfeited by the Authorised Officer, without any notice 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 Secured Creditor.



- 11) The sale is subject to confirmation by the Authorised Officer, who shall have right to cancel the sale also notwithstanding that the successful Tenderer has remitted the 25% of Sale amount. Further, the sale is also subject to confirmation by the Secured Creditor.
- 12) On the sale being confirmed and on receipt of the entire sale proceeds by the Authorised Officer, the successful Tenderer will be issued with a Sale Certificate as per the terms and conditions of the Bank and the SARFAESI Act. The successful Tenderer should pay all the existing dues etc., to the Government/ Local Authorities including charges/ fees payable for registration of sale certificate such as registration Fees, Stamp Duty etc., as applicable as per law.
- 13) 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.
- 14) The successful Tenderer 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.
- 15) The Successful Tenderer shall, at his cost, get the Electricity/ Water/ Sewerage connection etc. and any other common services transferred in his name.
- 16) The Authorised Officer has obtained EC/ search report from 01.04.1986 to 31.01.2023 and it contains no encumbrance.
- 17) For any further information and for inspection of property, the intended Tenderers may contact the Authorised Officer 9916097340 or The South Indian Bank Ltd., br. Hubli, 9844011449 / 9606000133/ 9740866232, during working hours.

For The South Indian Bank Ltd.

Date: 29.09.2023

Place: BANGALORE

  
Authorised Officer  
AUTHORISED OFFICER  
(CHIEF MANAGER)

