

TENDER CUM AUCTION SALE NOTICE

WHEREAS the Authorised Officer of the Bank had issued Demand Notice dated 26.10.2018 to borrower M/s New Pharma, TC 6/2219, Chettupuzha Building, Palakal Angadi, Thrissur, PIN 680001 represented by its partners (1) Mr Joy K K, Partner of M/s New Pharma, Kanjirathangal House, Lourdipuram, East Fort, Thrissur- 680005, (2) Mrs Mary Dalmatia, Partner of M/s New Pharma, Kanjirathangal House, Lourdipuram, East Fort, Thrissur- 680005, (3) Mr Jose Raphael Partner of M/s New Pharma, Padavan House, Nellikunnu P O, Thrissur – 680005, (4) Mrs Shaini Issac, Partner of M/s New Pharma, Padavan House, Nellikunnu P O, Thrissur – 680005 and co-obligants/ Guarantors (1) Mr Geo Joy, Kanjirathangal House, Lourdipuram, East Fort, Thrissur- 680005 and (2) Mrs Tessy D/o Padavan Rappai Padavan House, Nellikunnu P O Thrissur – 680005 (Legal Heir of Late Mrs Mary M T) 3) Mrs Sheela D/o Padavan Rappai Padavan House, Nellikunnu P O Thrissur – 680005 (Legal Heir of Late Mrs Mary M T) 4) Mrs Mercy D/o Padavan Rappai Padavan House, Nellikunnu P O Thrissur – 680005 (Legal Heir of Late Mrs Mary M T) as Co-obligants/ Guarantors 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 secured 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 10.10.2019

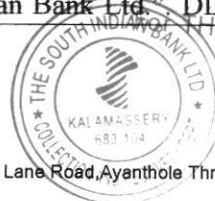
AND WHEREAS, the borrower/ guarantors have failed to pay the amount, Notice is hereby given that the immovable properties more fully described in the Schedule hereunder will be sold by way of Tender Cum Auction on "as is where is" basis and "as is what is" condition, on the date and at the place mentioned herein below for realization of a sum of Rs.7,46,99,750.51 (Rupees Seven crores Forty Six lakh Ninety Nine Thousand Seven Hundred Fifty One and paise Fifty One Only) as on 20-07-2023 further interest and costs, subject to the following terms and conditions: -

Name of Property Owner	Mrs Mary M T and Mr Jose Raphael
Description of property	All that piece and parcel of land having an extent of 4.04 Ares (Approximately equivalent to 10 Cents) with all rights and improvements thereon along with residential building having an approximate area of 1450 Sq. ft. situated in Thrissur Corporation constructed thereon in Survey No. 893/2P and 893/3P ; in Ollukkara Village, Thrissur Taluk, Thrissur District, owned by Mrs Mary M T and Mr Jose Raphael and more fully mentioned in Sale Deed No. 834/65 dated 08/04/1965 and Release Deed 5193/94 dated 22/12/1994, both registered at Sub Registrar Office, Ollukkara and bounded on North by Property of Koola family, South by Property of Thottan family, East by Property of Ettikkuru family and West by Road.
Reserve Price	Rs 60,00,000/-(Rupees Sixty Lakhs Only)
Earnest Money Deposit (EMD)	Rs 6,00,000(Rupees Six Lakhs Only) by way of DD favouring "Authorised Officer, The South Indian Bank Ltd." Payable at Thrissur/RTGS to "the Account No. 0084073000004388 of Authorised Officer, The South Indian Bank Ltd." DD/RTGS receipt

The South Indian Bank Ltd., Regional Office Thrissur, Platinum Jubilee Building, Civil Lane Road, Ayanthole Thrissur-680003.
Ph04872965100: | 0487 | ro1006@sib.co.in

Regd. Office : SIB House, TB Road, Mission Quarters, Thrissur, Kerala - 680001

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AUTHORISED OFFICER

	along with tender letter in a sealed cover to be submitted to the Authorised Officer before 11.30 AM on 23-08-2023
Date and Place of Sale	23-08-2023 at 12.00 PM, , The South Indian Bank Ltd, Regional Office, Platinum Jubilee Building ,Civil Lane Road Ayyanthole ,Thrissur-03

TERMS AND CONDITIONS

1. The property 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 asset is 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/ Thrissur Main Branch and Thrissur Regional Office at Platinum Jubilee Building ,Civil Lane Road, Ayyanthole, Thrissur- 680003 and also visit the scheduled property and satisfy as to its area, boundaries , ownership, title, encumbrances, statutory approvals, measurements etc. The Bank shall not entertain any dispute regarding the Tender process or the scheduled property after participating in the sale.
3. Interested Tenderers shall produce a copy of any valid photo identity/ address proof and PAN Card copy 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 RTGS/DD drawn in favour of "The Authorised Officer, The South Indian Bank Ltd." payable at Thrissur.
5. Interested Tenderers shall submit Demand Draft/RTGS receipt as the case may be for the EMD at The South Indian Bank Ltd. Thrissur Regional Office along with the Tender in a sealed cover before 11.30 AM on 23-08-2023
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 Authorized officer at his sole discretion.
7. The Authorized Officer has got right to cancel/ postpone the Auction sale without assigning any reason whatsoever. Further, the Authorized 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 Authorized Officer on 23-08-2023 at 12.00 PM. 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.

For THE SOUTH INDIAN BANK LTD.



The South Indian Bank Ltd., Regional Office Thrissur, Platinum Jubilee Building, Civil Lane Road, Ayanthole Thrissur-680003.
Ph04872965100: | 0 | ro1006@sib.co.in


Regd. Office : SIB House, TB Road, Mission Quarters, Thrissur, Kerala - 680001

10. The Successful Tenderer should pay 25 % of the tender amount (less EMD) 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. Bank has obtained EC from 01/01/1990 to 22/11/2022. No encumbrance is noted.
17. For any further information and for inspection of property, the intended Tenderers may contact the Authorized Officer or The South Indian Bank Ltd, Thrissur Ayyanthole Branch during working hours.

Date: 21-07-2023

Place: Thrissur

For THE SOUTH INDIAN BANK LTD.



AUTHORISED OFFICER