SOUTH INDIAN Bank

Regional Office: Thrissur

TENDER CUM AUCTION SALE NOTICE

WHEREAS the Authorised Officer of the Bank had issued Demand Notices dated 08/01/2016 u/s. 13(2) of the Act (and has published the contents of the notice in the dailes, Deccan Chronicles and Deepika on 31.01.2016) to M/s Atlas Jewellery Private Limited, XI/305H, Opp CIAL, Vappalassery, Nedumbassery, Kerala- 683572, the borrower and 1) Mr. M M Ramachandran, S/o V Kamalakara Menon, Mathukkara Moothedath House, Ragamalikapuram, Thrissur - 680004 , 2) Mrs. Indira Ramachandran, W/o Mr. M M Ramachandran, Mathukkara Moothedath House, Ragamalikapuram, Thrissur - 680004 both (1) and (2) having address also at 313, 3rd Floor, Al-Rais Shopping Complex, Bur Dubai, Dubai, UAE and also at PO Box No. 1533, Deira, Dubai 3) M/s Atlas Gold Townships (India) Private Limited, XI/305 H, Opp. CIAL, Vappalassery, Nedumbassery, Kerala – 683572 4) M/s Atlas Golden Land and Developers Private Limited XI/305 H, Opp. CIAL, Vappalassery, Nedumbassery, Kerala – 683572, 5) M/s R I Kanth Property Developers Private Limited 1/4232 D, Souparnika, Meyana Thazath, People road, West Hill (P.O), Calicut – 673 005,the 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 possession of the immovable property, 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 02/04/2016.

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, on the date and at the place mentioned herein below for realization of a sum of Rs 271,68,23,385.66ps (Rupees Two Hundred Seventy One crores Sixty Eight Lakhs Twenty Three Thousand Three hundred Eighty Five and Paisa Sixty Six Only) as on 20/10/2020 with further interest and costs, subject to the following terms and conditions: -

Name of Property Owner	M/s Atlas Golden Land and Developers Private Limited
Description of property	All that part and parcel of land admeasuring 330.60 ares equivalent to 816.90 cents together with all improvements thereon, situated in Block No.38 of Puthencruze Village, Kunnathunadu Taluk, Ernakulam District, owned by M/s Atlas Golden Land and Developers Private Limited, comprising of following extents ; a) Land admeasuring 232.34 ares equivalent to 574.11 cents, comprised of 69.06 ares in RS No.288/2/2, 24.73 ares in RS No.305/7-1, 1.76 ares in RS No.305/16-3, 136.79 ares in RS 288/2-4, more fully described in the schedule of Sale Deed No.3303/2008 dated 28.04.2008 of Puthencurze SRO. <u>Boundaries</u> North - Property of M/s Atlas Golden Land and Developers Private Ltd. East - Property of Thomas Varghese. South - Property of Kavanal. West - Panchayath Road.

	b) Land admeasuring 40.47 ares equivalent to 100 cents, situated in in Old Sy No.550/1/6, Re Sy No.288/2/2/4, more fully described in the schedule to Sale Deed No.3304/2008 dated28/04/2008 & Rectification Deed No.6236/2012 dated 03.11..2012 of SRO Puthencruze,; Boundaries North - Property of Mr. Rajesh Mathew, Mr. George Elias & Others. East - Property of Mr. Rajesh Mathew, Mr. George Elias & Others. South - Property of Mr. Rajesh Mathew, Mr. George Elias & Others. West - Pathway. c) Land admeasuring 57.79 ares equivalent to 142.79 cents, situated in Old Sy No.550/15, Re Sy No.306/6, being the balance extent available after alienation, out of the property admeasuring 84 ares purchased under sale Deed No: 4316/2008 dated 29.05.2008 & Rectification deed No.6632/2008 dated 18.08.2008 of Puthencruze SRO, bounded as follows ; Boundaries East - Panchayath Road. South – Property in RS No.306/6 Part. West - Property in RS No.283. North - Property in RS No.283.
Reserve Price	Rs. 9,00,00,000.00 (Rupees Nine Crores Only)
Earnest Money Deposit (EMD)	Rs. 90,00,000 (Rupees Ninty Lakhs Only)
Date and Place of Sale	**24.11.2020** at 12.30 PM The South Indian Bank Ltd, Regional Office, Door No: 9/839/A1 to A9 Infopark Road, Kakkanad, Rajagiri Vally, Ernakulam Kerala -682 039.

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 at Thrissur ,MO Road ,Thrissur - 680001– and Thrissur and Ernakulam Regional Offices of the Bank also visit the scheduled property and satisfy as to its area, boundaries etc, 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. 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/ RTGS drawn in favour of "The Authorised Officer, The South Indian Bank Ltd." payable at Thrissur. RTGS payment is to be made to "Authorised Officers" a/c No: 0084073000004388 maintained at Thrissur Main Branch and RTGS Code is SIBL0000084.
5) Interested Tenderers shall submit Demand Draft for the EMD at The South Indian Bank Ltd., Regional Office, Ernakulam along with the Tender in a sealed cover before 12PM (Noon) on **24/11/2020** .
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 **24/11/2020** at 12.30 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.
10) The Successful Tenderer should pay 25 % of the tender amount (less EMD) on receipt of bid acceptance letter or not later than the next working day after the date of 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.
11) However, in desirable cases the time may be extended at the sole discretion of the Authorised Officer.
12) 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.
13) 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.
14) 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.
15) 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.
16) The Successful Tenderer shall, at his cost, get the Electricity/ Water/ Sewarage connection etc. and any other common services transferred in his name.
17) The Authorised Officer has obtained EC/ search report regarding the property from 01.01.2016 to 15.06.2020 and it contains the encumbrance of Tax Recovery Officer. However, the said encumbrance has been created after mortgaging the property in favour of

the bank. There is no encumbrance over the property to the knowledge of the bank other than those mentioned herein.

18) For any further information and for inspection of property, the intended Tenderers may contact the Authorised Officer or The South Indian Bank Ltd., Thrissur Main Branch during working hours.

19) This may be treated as notice to the borrower/ co-obligant/ guarantor informing them that the property will be sold if the entire amount due to the Bank being of Rs 271,68,23,385.66 ps (Rupees Two Hundred Seventy One crores Sixty Eight Lakhs Twenty Three Thousand Three hundred Eighty Five and Paisa Sixty Six Only) with interest from 20.10.2020 and other costs and charges are not remitted on or before the date fixed for sale.

For The South Indian Bank Ltd.

Authorised Officer

Date : 21.10.2020
Place : Thrissur

AUTHORISED OFFICER

THE SOUTH INDIAN BANK LTD. * R.O. THRISSUR