The South Indian Bank Ltd, Regional Office, Thrissur 1st Floor, Platinum Jubilee Building,

Civil Line Road, Near Children's Park, Ayyanthole, Thrissur-680003 Ro1006@sib.co.in,

Ph: 0487-2965100



Ref: TCR/RO/REC/SAR/SN/ARU/34/2024-25

Date:07-05-2024

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 28.08.2019 to borrowers (1) M/s Swarna Alappatt Jewellery Rep by its partners Room No 3/352 Main Road, Padukkadu, Viyyur P OThrissur, Kerala – 680010 (2) Mr Vincent Alappatt Partner of M/s Swarna Alappatt Jewellery S/o A K Ouseph Alappatt House Kottekkad, Kuttur P O Thrissur- 680013 (3) Mr Sunil Alappatt Partner of M/s Swarna Alappatt Jewellery S/o A K Ouseph Alappatt House Kottekkad, Kuttur P O Thrissur- 680013 (4) Mr Dhipu S/o Gopalakrishnan Vilakkathara House Pottore P O, Thrissur Pin – 680581 (5) Mrs Meena Alappatt D/o A K Ouseph Alappatt House Kottekkad, Kuttur P O Thrissur- 680013 (6) Mrs Julie W/o Vincent Alappatt Alappatt House Kottekkad, Kuttur P O Thrissur- 680013 (7) Mrs Villmol w/o Sunil Alappatt Alappatt House Kottekkad, Kuttur P O Thrissur- 680013.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.7,68,25,017.09 (Rupees Seven Crore Sixty Eight Lakh Twenty Five Thousands Seventeen and paise Nine Only) as on 06-05-2024, with future interest, costs and expenses etc. thereon in the account/s of M/s Swarna Alapatt with Thrichur East Fort Branch of the Bank, subject to the following terms and conditions: -

Item 1	
Name of Property Owner	Mr Vincent Alappatt and Mrs Meena Alappatt
Description of property	All that piece and parcel of land having an extent of 3.64 Ares (Approximately equivalent to 9 cents) with all rights and improvements thereon along with building having an approximate area of 5290.14 Sq. ft. constructed thereon in Old Survey No. 206/Part and Re Sy No 217/5; in Kuttur Village, Thrissur Taluk, Thrissur District, owned by Mr Vincent Alappatt and Mrs Meena Alappatt and more fully mentioned in Sale Deed No. 5830 of 1999 dated 07/12/1999 registered at Sub Registrar Office, Ayyanthole and bounded as follows –

TERMS AND CONDITIONS OF SALE

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)

www.southindianbank.com





- PG	North : Property of Putthukkara Varghese (property of
	Putthukkara Anthony as per primary title deed)
	South : Road
	East : Road
	West : Property of Kanjiraparambil Jose
Nature of possession	Physical
Reserve Price	1,28,00,000/- (One Crore Twenty Eight Lakhs Only
Earnest Money Deposit (EMD)	Rs 12,80,000/- (Rupees Twelve Lakh Eighty Thousand Only)
Item 2	
Name of Property Owner	Mrs Julie and Mrs Wilmol
Description of property	All that piece and Parcel of land having an extent of 3.94 Ares (Approximately equivalent to 9.75 cents) with all rights and improvements thereon situated in Thrissur Corporation in Survey Nos 856/1P & 856/2Part; in Ollukkara Village, Thrissur Taluk, Thrissur District, owned by Mrs Julie and Mrs Wilmol and more fully mentioned in Sale Deed No. 2011 of 2006 dated 16/05/2006 registered at Sub Registrar Office, Ollukkara and bounded as follows - North: Property of Company South: Road East: Property of Vellara Porinju Francis
Nature of possession	West : Property Cheriyan S/o of Kattumathu Antony Physical
Reserve Price	Rs 37,00,000/- (Rupees Thirty Seven Lakhs Only)
Earnest Money Deposit (EMD)	Rs 3,70,000/- (Rupees Three Lakh Seventy Thousands Only)
Item No:3 and Item No: 4	
Name of Property Owner	Item No:3 Mr. Dhipu and Mr. Vincent Alapatt Item No:4 Mr. Vincent Alapatt
Description of property	Item No:3 All that piece and Parcel of land having an extent of 1.62 Ares (Approximately equivalent to 4.00 cents) with all rights and improvements along with building situated in Kolazhy Panchayath in Old Survey No. 6/2 part and Re Sy 3/6 part ,ReSy Block No:54; in Kuttur Village, Thrissur Taluk, Thrissur District, owned by Mr Dhipu and Mr Vincent Alappatt and more fully mentioned in Sale Deed No. 2670 of 2014 dated 25/06/2014 registered at Sub Registrar Office, Ayyanthole and bounded as follows -



	North: Property of Radhamani (Property of P K Narayanan Nair as per primary title deed) South: Property of Vincent East: Property of Franco (Property sold by Mapranath Prasad and Renuka as per primary title deed) West: 5 meter wide Private Road
	Item No: 4 All that piece and Parcel of land having an extent of 1.62 Ares (Approximately equivalent to 4.00 cents) with all rights and improvements thereon situated in Kolazhy Panchayath in Old Survey No. 6/2 part and Re Sy No. 3/6 part; in Kuttur Village, Thrissur Taluk, Thrissur District, owned by Mr Vincent Alappatt and more fully mentioned in Sale Deed No. 2671 of 2014 dated 25/06/2014 registered at Sub Registrar Office, Ayyanthole and bounded as follows -
	North: Property of Dhipu and Vincent Alappatt (Property sold to Dhipu and others as per primary title deed). South: Property of Jaleel East: Property of Franco (Property sold by Mapranath Prasad and Renuka as per primary title deed) West: 5 meter Private Road
Nature of possession	Physical
Reserve Price	Rs 22,00,000 (Rupees Twenty Two Lakhs Only) Item No 3 and 4 are sold together
Earnest Money Deposit (EMD)	Rs 2,20,000/- (Rupees Two Lakhs Twenty Thousand Only)
Item 5	
Name of Property Owner	Mr Sunil Alappatt
Description of property	All that piece and Parcel of land having an extent of 3.84 Ares (Approximately equivalent to 9.50 cents) with all rights and improvements along with building constructed thereon situated in Kolazhy Panchayath in Old Sy No:75/1 and Re Sy 215/6 part; in Kuttur Village, Thrissur Taluk, Thrissur District, owned by Mr Sunil Alappatt and more fully mentioned in Sale Deed No. 6039 of 2006 dated 25/10/2006 registered at Sub Registrar Office, Ayyanthole and bounded as follows –
	North : Property of Tharayil Anthony
	South : Road
	East : Road



	West : Property of Kottalikkal Vasu
Nature of possession	Physical
Reserve Price	Rs 26,00,000/- (Rupees Twenty Six Lakhs Only)
Earnest Money Deposit (EMD)	Rs 2,60,000/- (Rupees Two Lakh Sixty Thousands 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 Thrissur or through RTGS to Account No:0084073000004388 held by "The Authorised Officer" in The South Indian Bank Ltd, Branch Thrissur Main (IFSC Code: SIBL0000084)
Last date and time for submission of Bid along with EMD	on or before 27-05-2024 by 5.00 PM
Property Inspection	From 10.00 AM to 5.00 PM on working days with prior appointment
Bid incremental amount	Rs.10,000.00
Date and time of E-auction	29-05-2024 from 12.00 PM to 01.00 PM (with 5 minute unlimited auto extensions till sale is concluded)
E-auction service provider	(BankAuctions.in ,+918142000735, dinesh@bankauctions.in. https://bankauctions.in/

- 1) The secured asset will be sold by e-auction through Bank's approved service provider i.e. BankAuctions.in 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 Thrissur at the address mentioned above or through RTGS to Account No: 0084073000004388 held by "The Authorised Officer" in The South Indian Bank Ltd, Branch Thrissur Main (IFSC Code: SIBL0000084) latest by by 05.00 PM. on or before 27-05-2024
- 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 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 regarding the properties from 01.01.2015 to 09.11.2022 and it contains following and it contains Following Encumbrances

Item No:1

- 1. OS 390/2019 IA 2150/19 Dated 15/05/2019
- 2. OS 646/2020 IA 1/2020 dated 17/08/2020
- 3. Thrissur Munsiff court order Dated 16/10/2020
- 4. OP 695/2021 IA2/21 Family Court Thrissur





Item No:2

- 1. OS 74/2020 IA 1/2020 dated 18/03/2020- Sub Court Thrissur
- 2. OS 646/2020 IA 1/2020 dated 13/08/2020- Munsiff court Thrissur

Item No:3 and 4

- 1. OS 74/2020 IA 1/2020- Sub Court Thrissur.
- 2. OS 143/2020 IA 1/2020- Sub Court Thrissur.
- 3. OS 980/2020 IA 2/2020- Sub Court Thrissur.
- 4. OS 981/2020 IA 2/2020- Munsiff Court Thrissur
- 5. OS 61/2020 IA 2/2020 Sub Court Thrissur
- 6. OP 695/21 IA 2/21- Family court Thrissur

Item No:5

- 1. Encumbrance dated 08/04/2019
- 2. OS 74/2020 IA 1/2020 dated 18/03/2020
- 30) For any further information and for inspection of property, the intended bidders may contact the Authorised Officer or The South Indian Bank Ltd., Thrichur East Fort Branch during working hours or may contact Arun Raj 7012128120.at the South Indian Bank Ltd Thrissur regional office

For detailed terms and conditions of the sale, please refer to the link provided in www.southindianbank.com and https://bankauctions.in/ (website/Link of E Auction Service provider)

For The South Indian Bank Ltd.

Authorised Officer

Date: 07-05-2024 Place: Thrissur

AUTHORISED OFFICER (CHIEF MANAGER)

