

[RO.KTYM/318/ SAR/ SALE/778/2023-24
Date:16.09.2023
TENDER CUM AUCTION SALE NOTICE

(Under Rule 6 of Security Interest Enforcement Rules, 2002 & S.13 of the Securitisation and Reconstruction and of Financial Asset and Enforcement of Security Interest Act)

WHEREAS the Authorised Officer of the Bank (hereinafter referred as AO) had issued, Demand Notice -to Borrower(s)/Guarantors 1) Mr. Abraham Kurian, (Prop. of M/s Thames Valley Packaged Drinking Water), Maduraveli, Ayamkudi P O, Muttuchira, Kottayam Dist- 686613. Also at- S/o Kurian, Periyapurathu House, Maduraveli, Ayamkudi PO, Muttuchira, Kottayam Dist-686613. 2) Mrs.Kochuthresia K G, W/o Abraham Kurian, Periyapurathu House, Maduraveli, Ayamkudi P.O, Muttuchira, Kottayam Dist-686613 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') for the liabilities in various facilities in the Accounts- M/s Thames Valley Packaged Drinking Water with Branch: Kothanalloor and interalia has taken Physical possession of the movable properties secured to the Account: M/s. Thames Valley Packaged Drinking Water with Branch: Kothanalloor, more fully described in the schedule hereunder under Section 13(4) of the Act read with Rule 4 of the Security Interest (Enforcement) Rules, 2002 on **15-02-2023**.

AND WHEREAS, the borrower/ guarantor have failed to pay the amount, Notice is hereby given that the movable 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" and Whatever there is" basis condition, (with respect to the lie, nature and physical status of the secured asset/s), on the date and at the place mentioned herein below for realization of mentioned sum with further interest, penal interest and costs, , in the Account: M/s. Thames Valley Packaged Drinking Water with Branch: Kothanalloor of the bank subject to the following terms and conditions: -

SCHEDULE (Item No.1)

Name of Borrowers	1. Mr. Abraham Kurian (Proprietor - M/s Thames Valley Packaged Drinking Water)
Name of Guarantor, if any	2. Mrs. Kochuthresia K G, W/o Abraham Kurian, Periyapurathu House, Maduraveli, Ayamkudi P.O, Muttuchira, Kottayam Dist- 686613
Secured debt for recovery of which the secured asset is to be sold	Rs.1,84,22,639.76 (Rupees One Crore Eighty Four Lakhs Twenty Two Thousand Six Hundred and Thirty Nine and paisa Seventy Six only) due in the A/c of M/s Thames Valley Packaged Drinking Water as on 15.09.2023.
Description of Movable Property	<p>List of Plant & Machineries & Stock lying in the premises of M/s Thames Valley Packaged Drinking Water, Maduraveli, Ayamkudi P O, Muttuchira, Kottayam Dist- 686 613.</p> <ol style="list-style-type: none"> 1. <u>Bottled Drinking Water</u> <ol style="list-style-type: none"> 1. Storage 2. Sand/Carbon Filtering 3. 3 Stage Premicron Filtering 4. Anti-Scale/Dosing 5. Ionization 6. Ozonisation 7. Filling 8. Shrink Wrapping 2. Soda Making <ol style="list-style-type: none"> a. Electrical b. Lab items/Chemical c. Miscellaneous



Reserve Price below which Movable shall not be sold	Rs.32,00,000/- (Rupees Thirty Two Lakhs Only)
Earnest Money Deposit (EMD) [10% of the Reserve Price]	Rs.3,20,000/- (Rupees Three Lakhs Twenty Thousand only)
EMD Remittance	Demand draft or RTGS in favour of "The Authorised Officer, The South Indian Bank Ltd." payable at Kottayam through RTGS/NEFT to Account No: 0344073000000078 held by The Authorised Officer' in The South Indian Bank Ltd, Kottayam Collectorate Branch (IFSC:SIBL0000344)
Date, Place & Time of auction	01.11.2023 at 11:30 AM The South Indian Bank Ltd, Regional Office, Kottayam
For any queries Tenderers may contact	Mr. Arjun (Mob:8907287491 & Mr.Swaroop (Mob: 9745892696
Encumbrances	There are no encumbrances on the secured asset to the knowledge of the Bank

TERMS AND CONDITIONS

1. The property will be sold on "as is where is" basis and "as is what is" condition (with respect to the lie, nature and physical status of the secured asset/s) 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/Branch Branch-Kothanallor, Do.No.3/A/2, Ward No.V, Thayil Building, Kottayam-Ernakulam Road, Kothanallor P.O., Kottayam, Kerala-686632 and Kottayam Regional Office at 1st Floor, Regency Square, Collectorate P.O., Kottayam – 686002.
3. Interested Tenderers shall produce a copy of any valid KYC documents-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 Kottayam or through RTGS/NEFT/Net Banking to Account No:0344073000000078 held by " The Authorised Officer" in The South Indian Bank Ltd, Kottayam Collectorate Branch (IFSC Code: SIBL0000344.)
5. Interested Tenderers shall submit Demand Draft/ RTGS Receipt as the case may be for the EMD at The South Indian Bank Ltd. along with the KYC documents & Tender in a sealed cover before 05:00PM on 31.10.2023.
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 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 01.11.2023 at 11:30 AM 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 of 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 secured Movable will be brought to sale again. the defaulting Tenderer/bidder as well as borrower shall have no claim/right in respect of Movables / amount. However, in desirable cases the time may be extended at the sole discretion of the Authorised Officer.

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, taxes, rates, assessment, charges, fees, maintenance charges etc., payable 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. The Successful bidder shall bear the applicable GST on the sale price of the movable asset for transfer of movable asset in its/his/her name. Further the successful Tenderer shall also bear the cost/charges for removing the movable properties from the premises.
13. The Authorised Officer or Bank will not be held responsible for any charge, lien, encumbrance, tax or any dues to the Government or anybody in respect of the properties under sale
14. The Bank has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale or add/ delete/change any of the terms and conditions of this sale at any time without prior notice to the borrower, owner, bidder, public etc. and without assigning any reason. Conditional Bid or Contingent Bid shall may be treated as invalid.
15. Bidders shall not be entitled to withdraw or cancel Bid once submitted.
16. The purchaser will be delivered the Physical possession of the auctioned Movable and available related papers only after receipt of full purchase price.
17. The Successful bidder shall remove the movables purchased in auction from the premises within 10 Days from the date of remittance of full sale amount, failing which the Authorised Officer shall forfeit the sale amount, cancel the sale and conduct fresh auction without further notice.
18. To the best of knowledge and information of the Bank there is no encumbrance on the property, however, the Tenderers), in order to protect his/her/their individual interests is/are advised to verify the asset, conduct due diligence at his/their own costs in respect of the asset, as well as, ascertain the known and unknown liabilities, encumbrances and any other dues from the concerned authorities or stakeholders /claimant to their satisfaction before submitting the Tender/Bid. Any Tender/Bid made shall be deemed to have been submitted after due & proper inspection of the Secured Asset and hence Bidders(s) shall not be entitled to make any requisition or raise any query/objection vis-à-vis Bank as to Title or condition of the Secured Assets or any part thereof or any dues/taxes/levies irrespective as to whether disclosed or undisclosed. . The Bank shall not entertain any dispute regarding the Tender process or the scheduled property after participating in the sale.
19. For any further information the intended Tenderers may contact the Authorised Officer or The South Indian Bank Ltd., Branch **Kothanalore** Contact No:8907287491/9745892696, during working hours on 03.10.2023 in office hours on working days
20. This Notice is hereby given to public in general and specifically to the below Borrowers and Guarantors in the above stated account.



For The South Indian Bank Ltd.


Authorised Officer

**AUTHORISED OFFICER
(CHIEF MANAGER)**

Place: **Kottayam**
Date: 16.09.2023