# The Authorised Officer (AO)

of

#### **IDBI BANK LIMITED**

No.1/1, Karthik Raja Complex, Vinayaga Nagar, KK Nagar, Madurai 625 020 TENDER DOCUMENT

For

Sale of Immovable Assets
Under the provisions of

# The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002

and

#### The Security Interest (Enforcement) Rules, 2002

All that part and parcel of the property measuring an extent of 1679.43 Sq. ft. or 156.02 Sq.mt situated at Virudhunagar District, Virudhunagar Joint I SRO, Villipathiri Village, Hamlet of Periyavallikulam Village, Patta no. 455 punja S No. 340/1 Acre cents 35 divided into number of house sites and name as "Lakshmi Nagar" a portion of land 5.23 cents, owned by Smt. K. Gayathiri – Legal Heir of Deceased I. Thilagavathy & Deceased I. Kannan (Mortgagor)

Borrower -

Smt.P. Mareeswari

**Prop** – **Naveen Brothers** 

Mortgager/s -

Deceased – I. Thilagavathy & Deceased – I. Kannan Legal Heir - Smt. K Gayathiri

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### (I) Public Notice for Sale through e-auction published in the newspapers Published in The New Indian Express on 09-02-2025



#### Published in Dinamani (Tamil) on 09-02-2025



IDBI Bank Limited Regional Office - Madurai

#### SALE NOTICE

The undersigned being the Authorised Officer (AO) of the IDBI Bank Ltd. (IDBI) invites Bids / Offers throight E-aution for sale of the following property under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with the Security Interest (Enforcement) Rules, 2002, Possession whereof has been taken by AO, IDBI Bank Ltd, Notice is hereby given to the borrower/guarantors and the public in general.

S.No. 1: Borrower Name: Smt. P. Mareeswari, Prop - of - Naveen Brothers, Mortgagor -Smt. K. Gayathiri - Legal heir of - Mortgagor/Guarantors -Deceased. I. Thilagavathy & Deceased I. Kannan

Date of Demand Notice - Section 13(2) of SARFAEST ACT: 05-06-2023; Date of Possession Notice - Section 13(4) of SARFAESI Act : Physical Possession on 07.08.2023:

Outstanding Amount: Rs. 45,46,904.25/- ( Rupees Fourty Five Lakh Fourty Six Thousand Nine Hundred Four and Twenty Five Paise Only) as on 01.01.2025 together with further interest thereon with effect from 02-01-2025.

#### (DESCRIPTION OF IMMOVABLE PROPERTIES)

Name of the Mortgager: Smt. K. Gayathiri: The immo-Registration District, Virudhunager Joint I SRO, Aruppukottal Tk, Villipathri Village, Hamlet of Perlyavallikulam Village, Patta No. 455, Punja S No. 340/1 Acre cents 35 divided into number of house sites and names as "Lakshmi Nagar" a portion of land 5.23 cents as per present measurement 3.85 cents within the following boundaries. North: N Inbamoorthy, N Pugalrajan lands, South: Land sold by Durairaj 20 feet width north south length common passage, Durairaj lands, East: Vellaisamy & Others land, West: N P K N Arunachalam & others land Within the above boundaries east west on the north 84 feet. East west on the south 881/4 feet North South on the west 19 1/3 feet, north south on the east 19 1/3 feet in total 1679.43 sq ft or 156.023 Sq m land, and its all usual rights and all usage rights in comage and its all connected roads. The above said land is as per present sub division 5 No. 340/1A1A. The above land lies within the Aruppukottai panchayath Union, Villipathiri village panchayath

EMD: 1,92,000/-

DATE & TIME OF 1NSPECTION: 06-03-2025 (Thursday)

of EMD & BIDS:

07-03-2025 (Friday)

DATE & TIME OF E-AUCTION:

10-03-2025

- 1.For detailed terms and condition ons of the sale, please refer to the www.bankeauctionwizard.com and IDBI Bank's website i.e. www.idbi.com clarification, the interested parties may contact Smt. R. Aparna on (L) 044 – 22202190, (M) 94449 50606, E-mail – r.aparna@idbl.co.in, Shri R.B. Saravanan (Contact No.9656720586), (e-mail: rbsaravanan@idbl.co.in) and Shri Koraganji Mohana Rao (Contact no. 9948888442), (e-mail: rao.koraganji@idbi.co.in).
- 2.For E-auction support, you may contact B. M. Sushmitha/ M. Gunaseelan, (auction se ANTARES SYSTEMS LIMITED - Website-www.bankeauctionwizard.com/ (Contact No.: 8951944383 9731967722) (E-mail: sushmitha.b@antaressystems.com/gunaseelan.m@antaressystems.com/ STATUTORY 15 DAYS NOTICE UNDER RULE 9(1) OF THE SARFAESI ACT

The borrower! guarantors are hereby notified to pay the sum as mentioned above along with upto date interest and ancillary expenses before auction, failing which the property will be auctioned/ sold and balance dues if any will be recovered with interest and cost.

Date : 07-02-2025 Place : Madurai

**Authorised Officer**, IDBI Bank Limited

# The above notice was published in the following newspapers

S.No.	Newspapers	Edition	Date Published
1	The New Indian	Madurai	09-02-2025
	Express (English)		
2	Dinamani (Tamil)	Madurai	09-02-2025

# (II) Possession Notice published in newspapers POSSESSION NOTICE

[Under Rule 8(1) of Security Interest (Enforcement) Rules, 2002] The possession notice was published in the following newspapers on **13.01.2021** 

a) The Hindu (English)



#### POSSESSION NOTICE

(For Immovable Property)

Whereas the undersigned being the AuthorIsed officer of IDBI Bank Limited under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) and in exercise of the powers conferred under Section 13(12) read with rule 3 of Security Interest (Enforcement) Rules, 2002 issued a demand notice dated 19.10.2020 calling upon the borrower Smt. P.Mareeswarl Prop: M/s Naveen Brothers and Smt. I.Thilagavathy, Guarantor to repay the amount mentioned in the notice being Rs. 21,00,582.58(Rupees Twenty One lakhs and Five hundred eighty two and Fifty eight Paise only) within 60 days from the date of the receipt of the said notice.

The borrower having failed to repay the amount, notice is hereby given to the borrower and the public in general that the undersigned has taken possession of the property described herein below, in exercise of powers conferred on him under sub-section (4) of section 13 of Act read with rule 8 of the Security Interest (Enforcement) Rules, 2002 on this the 8th day of January of the year 2021.

The borrower in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of IDBI Bank Limited for an amount of Rs. 21,00,582,58 and interest thereon from 01,01,2020

The borrower's attention is invited to provisions of sub section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.

#### **DESCRIPTION OF THE PROPERTY**

All that part and parcel of the property situated at Virudhunagar Registration District, Virudhunagar Joint I SRO, Aruppukottai Tk, Villapathri Village, Hamletof Periyavaltikulam village, Patta No. 455, Punja S.No.340/1, Acre cents 35 divided into number of house sites and names as "Lakshmi Nagar"a portion land of 5.23 cents as per present measurement 3.85 cents within the following boundaries:

On the North by: N.Inbamoorthy, N.Pugalrajan lands

On the south by: Land sold by Durairaj 20 feet width north south length

common passage, Durairaj Lands.

On the East by: Vellaisamy & others land

On the west by: NPKNArunachalam & others land.

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

Total area of Land: 1679.43 Sq. Ft.

Date: 08.01.2021 Place:Virudhunagar.

For IDBI Bank Ltd Authorized Officer



எண்.7.7, கார்த்தித் நானா கார்ப்ளக்ஸ். ஸ்தாயக நகர், கே.கே.நகர், பே.தூர் பெயின் ரோ.ந. பதுரை - 625 020 தொலைபேசி என்ர 0452 4346130

விதி 8(1) சுவாதீன அறிவிப்பு (அசையாச் சொத்துக்கானது)

கீழே கையொப்பமிட்டுள்ளவர் IDBI வங்கி லிமிட்டெடின் அதிகாரப்பூர்வ அலுவலராக இருக்கீறபடியால் கடனீட்டுச் சொத்துக்களை ரொக்கமாக்குதல் மற்றும் சீரமைத்தல் மற்றும் கடனீட்டுச் சொத்து மீதான உரிமை அமலாக்கச் சட்டம் 2002 (54/2002) பிரிவு 13(12) -இன் கீழும் அதனுடன் கடனீட்டுச் சொத்து (அமலாக்கம்) விதிகள் 2002. விதி3-இன் கீழுள்ள உரிமைகளைப் பயன்படுத்தியும் 19.10.2020 நாளிட்ட கோரிக்கை அறிவிப்பிணைக் கடன்தாரர் தீருமதி. P.மாரீஸ்வரி உரிமையாளர்: M/S.நவீன் பிரதர்ஸ் மற்றும் தீருமதி I.திலகவதி அவர்களுக்கு அனுப்பி அதில் குறிப்பிட்டுள்ள ஞ.21,00,582.58 ( சூபாய் இருபத்தி ஒரு அலட்சத்து கருநற்றி எண்பத்தி இரண்டு மற்றும் னம்பத்தி எட்டு பைசா) தொகையை அவ்வறிவிப்பு கீடைத்த நாளிலிருந்து 60 நாடகளுக்குள் திருப்பிச் செலுத்துமாறு கோரியிருந்தார்.

கடன்தாரர் அத்தொகையினைச் செலுத்த தவறியபடியால் கடன்தாரகுக்கும் பொதுமக்களுக்கும் இதன் மூலம் தெரிவிப்பது யாதெனில், கீழே கையொப்பமிட்டுள்ளவர் மேற்கூறிய சட்டத்தீன் பிரிவு 13.உடபிரிவு (4) மற்றும் அதனுடன் கடனீட்டுச் சொத்து (அமலாக்கம்) விதீகள் 2002, விதி 8-ன் கீழுள்ள தன் உரிமைகளைப் பயன்படுத்திக் கீழே குறிப்பிட்டுள்ள சொத்தை 08.01.2021 அன்று சுவாதீனம் எடுத்துக் கொண்டுள்ளார்.

எனவே கடன்தாருக்குக் குறிப்பாகவும் பொதுமக்களுக்கு பரவலாகவும் இதன் மூலம் எச்சரிக்கையிடுவது யாதெனில், அச் சொத்தீன் மீது எந்தவொரு பேரமோ ஒப்பந்தமோ வைத்துக் கொள்ள வேண்டாம். மீறினால் அது IDBI வங்கி லிமிட்டெடுக்கு 01.01.2020 நாள்படியான ஞ.21,00,582.58 ( ரூபாய் இருபத்தி ஒரு இலட்சத்து ஐநூற்றி எண்பத்தி இரண்டு மற்றும் ஐம்பத்தி எட்டு பைசா) தொகையை அதன் வட்டியுடன் சேர்த்துச் செலுத்துவதற்குக் கட்டுப்பட்டதாகும். மேற்கூறிய சட்டத்தின் பிரிவு 13. உட்பிரிவு (8)-இன் படி கடனீட்டுச் சொத்துக்களை மீடகக் கடன்தரரர்கள் இதன் மூலம் அழைக்கப்படுகிறார்கள்

இணை அடமானத்தில் உள்ளதும் திருமதி P.மாரீஸ்வரி பெயரினைதுமான வீட்டு மனை, பரப்பளவு மற்றும் சட்ட ஆய்வு படி 1679.43 சது.அடி அமைவிடம் விருதுநகர் பதிவு மாவட்டம், விருதுநகர் இணை I SRO, அருப்புக் கோட்டை தாலுக்கா, வில்லாபத்திரி கிராமம், ஹாம்லட் ஆப் பெரியவல்லி குளம் கிராமம், பட்டா எண் : 455, புஞ்சு S.No. 340/1, ஏக்கர் சென்ட் 35 விட்டுத்தளங்கள் மற்றும் பெயர்களின் எண்ணிக்கையில் பிரிக்கப்பட்டுள்ள "வைட்கூமி நகரில்" தற்போதைய அளவீட்டின் படி 5.23 சென்ட் ஒரு பகுதி நிலம் பின்வரும் எல்லைகளுக்குள் 3.85 சென்ட்.

தத் எல்லைகள் பின்வருமாறு:
வடக்கு : N. இன்பமூர்த்தி, N. புகழ் நாஜனின் இடம், தெற்கு : துரைநாஜ்யிடம் ப விற்கப்பட்ட 20 அடி அக்கைமுள்ள வடக்கு தெற்கு நிள பொது பாதை துறைநாகு சொந்தமானது. கிழக்கு : வெள்ளச்சாமி மற்றும் மற்றவர்களின் இல, அடி மேற்கு : NPKN, அருணாச்சலம் மற்றும் மற்றுவர்களின் இடம். இத்துட தனர யோடு இனைக்கப்பட்டுள்ள எதனோடும் நிரந்தரமாக பிணைக்கப்பட்டு இடி அங்குள்ள அனைத்து கட்டமுடங்களும் கட்டுமானங்களும் உட்பட்டு இடி

தேதி: 08.01.2021 இடம் : விருதுருகர் அங்கீகாரம் வற்ற அத், சீர் ( அம்பில் வங்கி லியிஞ்சர்

# (III) Brief Description of Secured Asset

#### (a) Details of Immovable Property

#### **Property Description**

All that part and parcel of the property measuring an extent of 1679.43 Sq. ft. or 156.02 Sq.mt situated at Virudhunagar District, Virudhunagar Joint I SRO, Villipathiri Village, Hamlet of Periyavallikulam Village, Patta no. 455 punja S No. 340/1 Acre cents 35 divided into number of house sites and name as "Lakshmi Nagar" a portion of land 5.23 cents bounded by:

North: N Inbamoorthy, N Pugalrajan lands

South: Land sold by Durairaj 20 feet width north south length common passage, Durairaj

lands

East: Vellaisamy & Others land

West: N P K N Arunachalam & others land

#### **Measuring:**

Within the above boundaries east west on the north 84 feet, East west on the south 88<sup>1/4</sup> feet North South on the west 19 ½ feet, north south on the east 19 ½ feet in total 1679.43 sq ft or 156.023 Sq m land and its all usual rights and all usage rights in common passage and its all connected roads. The above said land is as per present sub division S No. 340/1A1A. The above land lies within the Aruppukottai panchayath Union, Villipathiri village panchayath.

Truppukottai panenayati emon, vimpatimi vinage panen	may atm.
together with all buildings and structures thereon and all permanently fastened to anything attached to the earth	plant and machinery attached to the earth or

# (IV) Outstanding Dues of Secured Creditor (IDBI Bank Ltd) Outstanding Dues of IDBI Bank in the loan accounts of

## P. Mareeswari – Prop – M/s. Naveen Brothers

## as on 01-01-2025

(Amount in Rs)

Facilities	
Principal	20,08,668.50
Interest	23,29,386.08
Additional Interest	-
Further Interest	-
Liquidated Damages	-
Expenses	2,07,849.94
Total	45,45,904.52

Total dues as on January 01, 2025 is <u>Rs. 45,45,904.52/-</u> plus interest and other costs thereon with effect from 02-01-2025.

#### (V) Terms & Conditions

The Authorised Officer (AO) exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as "the SARFAESI Act") is selling the assets/properties mentioned at Item No. III of the Tender Document (hereinafter referred to as the 'Secured Assets') and the same are being sold free from charges and encumbrances of the secured lender.

#### 2 Issue of Tender/ Offer / Bid Document

The Tender Document along with required Form is available from 10-02-2025 to 07-03-2025 on any working day between 10.00 am to 5.00 pm and can be obtained from Shri R.B. Saravanan, Assistant General Manager 9656720586 & Shri. Koraganji Mohana Rao - 9948888442 at IDBI Bank Ltd., No 1/1, Karthik Raja Complex, Vinayaga Nagar, Melur Road, KK Nagar, Madurai 625 020.

The tender document can also be downloaded from IDBI website - <a href="www.idbibank.in">www.idbibank.in</a> → Announcements → Notices & Tenders And also from E-auction service provider www.bankeauctionwizard.com

#### **3** Reserve Price and EMD

- a) The Reserve Price for the sale of the property is **Rs. 19,20,000/-** (Rupees Nineteen Lakh Twenty Thousand only).
- b) The EMD (Earnest Money Deposit) has been fixed at **Rs. 1,92,000/-** (Rupees One Lakh Ninety Two Thousand only)
- The sale of Secured Assets is on "As is where is", "As is what is", "Whatever there 4. is", "Whatever there is" and "Without recourse" basis. The description of the immovable property is based on the mortgage created by the Borrowers with the secured lender from time to time and the representations made by them. The Authorised Officer (AO) does not take or assume any responsibility for any shortfall of the immovable assets or for procuring any permissions, etc. or for the dues of any authority established by law. All statutory liabilities / taxes / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder. It is expressly made clear that the AO / Bank do not take any responsibility to provide information on the same. The AO / Bank does not take or assume any responsibility for any dues, statutory or otherwise, of Naveen Brothers including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by the purchaser. Details of encumbrances known to the secured creditor are NIL. However the prospective bidders are advised to satisfy themselves regarding encumbrances, if any, over the above properties.

#### 5. Inspection of assets

The interested parties may, at their own cost and expense, inspect the property on **06-03-2025** (**Thursday**) from 11.00 am to 3.00 PM when a representative of the

Authorised Officer would be available at the property site to facilitate the inspection.

#### 6. Due Diligence by the Bidders

The interested parties may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, etc. whether the bidder actually inspects or visits or verifies or not.

- The bidders shall be deemed to have inspected and approved the Secured Assets to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the premises and details of immovable assets and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/ herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttals of the asset(s)/ properties and that the bidder concurs or otherwise admits the identity of the asset(s)/properties purchased by him/ her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the asset(s)/ properties and their condition.
- 8. The Bidder shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Bid/ Offer for submission and/or for carrying out due diligence, search of titles to the assets and matters incidental thereto or for any other purpose in connection with purchase of the assets under reference.

### 9. Submission of Tender/Offer

The Bidder shall complete in all respects the Profile of the Bidder and Declaration by the Bidder annexed to the Tender Document, and furnish the information called for therein and **shall sign and date each of the documents** in the space provided therein for the purpose. **The Bidder shall initial each page of all the documents.** Offers received for sale and / or accepted are not transferable.

The Format for submission of "Profile of the bidder" & "Declaration by the Bidder" are given in is given in *Chapter VI & VII* of this Tender Documents. Form of appendix to the profile (declaration by the bidder) is given in *Chapter VIII*. Bids can be submitted in sealed envelopes along with required documents.

- 10. The Bid Documents shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested.
- 11. The Bid documents shall contain the full address, Telephone No., Fax No., e-mail-ID, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer.
- 12. The Bid documents shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto.

#### 13. Last date for submission of Bid Document.

The interested parties may submit Bid Document duly filled and signed on each page along with EMD and other required documents to the Authorised Officer, IDBI

Bank Ltd, IDBI Bank Ltd., IDBI Bank Ltd., No 1/1, Karthik Raja Complex, Vinayaga Nagar, Melur Road, KK Nagar, Madurai 625 020 on any working day but **not later than at 05.00 p.m. on 07-03-2025** in a sealed cover which shall be superscribed as "Bid Document and EMD: Naveen Brothers – K. Gayathiri" along with Demand Draft/Pay Order with minimum EMD amount in a sealed cover. The DD / PO should be drawn in favour of "IDBI Bank Ltd. - A/c Naveen Brothers" payable at issued by any Nationalized Bank/ Scheduled Bank as Earnest Money Deposit (EMD).

#### Remittance of EMD by way of RTGS.

Bidders who prefers to submit the EMD by way RTGS, may remit the EMD amount in favor of IDBI Bank Limited, Account No. 111837000010771, IFSC Code: IBKL0001118, Branch: Virudhunagar Branch, not later than 5:00 p.m on 07-03-2025. Such bidders must indicate RTGS UTR No., Amount remitted and date in the appropriate space in the Profile of the Bidder.

Only those bidders will be permitted to participate in the auction whose Bid Document is complete in every respect and whose Demand Draft/ Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time. Bank does not take any responsibility and will not entertain any complaint for any delay in transfer of funds by way of electronic mode. Form of Bid, if found incomplete in any respect, shall be liable for outright rejection. Bidders, whose forms are found to be in order together with the EMD, submitted by them, will be intimated by e-mail and through mobile.

#### 15. Registration with E-Auction Service Provider

Participants who are not already registered with the e-auction provider M/s. Antares Systems Limited should register themselves by following the procedure mentioned at the website www.bankeauctionwizard.com

- 1. The participants/ intending purchasers are necessarily required to submit following documents/ papers for registration to www.bankeauctionwizard.com
  - a. Form duly signed & filled up. Please download from www.bankeauctionwizard.com.in/
  - b.Self attested copy of Pan Card
  - c.Self attested valid residential proof (Voter Id card, Passport copy, Ration card, telephone bill, electric bill Any one)
  - d.Self attested valid e-mail id and mobile number.

The user id and password will then be sent directly to the registered participants / intending purchasers whose Bid Document is complete in every respect <u>and</u> whose Demand Draft/ Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time and the documents are complete in all the respects, with further directions by the e-auction provider company, if any, for log in and participating in the auction through online process.

After receiving the userid / password, in case any bidders feel the need for training / e - auction support, such bidders may contact B.M. Sushmitha/M. Gunaseelan - Mobile - 8951944383 / 9731967722 - Email - Sushmitha.b@antaressystems.com / gunaseelan.m@antaressystems.com Bidding in the last minute/seconds should be avoided by the bidders in their own interest. Neither IDBI Bank nor the service provider will be responsible for any lapses (Internet failure, Power failure, etc) on the part of the vendor, in such cases. In order to ward off such contingent situation, bidders are requested to make all the necessary/ alternative arrangements such as backup power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.

#### 16. The E-auction day: on March, 10 2025 from 12:30 PM to 01:30 PM

The auction would be held with extensions of 5 minutes each, **if required**, on e-auction platform at website www.bankeauctionwizard.com\_In case no further valid bids are received during the extended period, the last highest bid received would be treated as the successful bid and auction would be treated as closed/terminated.

#### **Increase in Bid Amount:**

It may be noted that increase in bid amount, if any, during the e-auction period shall be made in multiples of **Rs. 10,000/-.** 

#### Increase in bid amount below the said amounts will be rejected.

First bid should be of at least equal to or above Reserve Price or increment(s) over the Reserve Price in multiples as above.

Authorised Officer (AO) reserves the right to retain the EMD of top three bids upto two months from the date of e -auction and **the amount of EMD will not carry any interest**. The Bids so retained will be valid for 3 months from the date of auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 7 days from the date of auction.

#### 18. Payment of Sale Price

The successful bidder would be informed in writing about the acceptance of his/ her bid/ offer by the AO and will be required to deposit 25% of the sale price (less the amount of EMD) on the same day or not later than next working day by way of crossed A/c Payee Demand Draft/ Pay Order drawn in favour of "IDBI Bank Ltd-A/c Naveen Brothers" payable at Madurai issued by any Nationalised Bank/ Scheduled Bank or by way of RTGS in favour of IDBI Bank Limited, Account No. 111837000010771, IFSC Code: IBKL0001118, Branch: Virudhunagar. The Balance amount of the sale price shall have to be paid within 15 days from the date of valid communication intimating acceptance of his/ her bid by way of crossed A/c Payee Demand Draft/Pay Order drawn in favour of IDBI Bank Ltd- A/c Naveen Brothers payable at Madurai issued by any Nationalised Bank/ Scheduled Bank or by way of RTGS in favour of Account No. 111837000010771, IFSC Code: IBKL0001118, Branch: Virudhunagar or such extended period as may be agreed upon in writing between the successful bidder and the AO.

- As per Sec 194-I A of income Tax Act, 1961, TDS @ 1 % or 0.75 % as the case may will be applicable on the sale proceeds where the sale consideration is Rs. 50 lakh and above, Payment of TDS should be made through Form 29QB incorporating Bank's Pan Number by the successful bidder and submit certificate to the Authorised Officer.
- **20.** All claims of the defaulting successful bidder to the assets or to any part of the sum for which it may be subsequently sold shall stand forfeited.
- 21. In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to resell the assets to the second/third highest bidder in the above manner, who shall also be treated as the successful bidder mentioned in clauses 9 to 16 above and further in terms of this Bid Document.
- On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue Certificate of Sale for the immovable property in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.
- 23. The successful Bidder shall, after making full payment of sale price within 15 days of acceptance of bid/ offer or such extended period as may be granted by the AO at his sole and absolute discretion, arrange to take possession of the Secured Assets within a maximum of 10 days. It is explicitly stated that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the Secured Assets.

In case the successful bidder fails to take possession of the secured assets as stated above, the AO reserves the right to revoke the sale confirmed in his/ her favour, forfeit the entire amount paid by the successful bidder and go for re-bidding or sell the secured assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty. In such an event, the original successful bidder shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.

- 24. The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, etc. for transfer of assets in his/ her name. It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lenders and it shall be solely the obligation of the Bidder, at his/ her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities / housing society tax / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his / her/ their name. Bank does not take any responsibility to provide information on the same.
- 25. The submission of the Bid/Offer means and implies that the Bidder/ Offerer has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/ Offer lay down herein.

- 26. The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/ her under these conditions is and shall be deemed to be of the essence.
- 27. In the event of IDBI Bank's office remaining closed on the day of bid for any unforeseen reason, the bids shall take place on the next working day of IDBI Bank Ltd at 10.00 am to 5.00 p. m.

#### 28. General Terms and Conditions

The AO shall be at liberty to amend/ modify/ delete/ drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances.

- 29. The entire procedure of auction, the sequence of inter-se bidding etc. shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same.
- 30. The AO reserves the right and liberty to accept/ reject any (including the highest bid) or all the Bids/Offer and also reserves the right to cancel the entire sale process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid Document or withdraws his/ her bid, the AO, at the sole and absolute discretion, reserves the right to go for rebidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty and the Bidders shall have no right to object to the same.
- In the event the said sale in favour of the bidder not being confirmed by AO, otherwise than on account of the willful default of the bidder or if the sale is set aside by an order of the Court/ Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/ her Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest, and the bidder shall not be entitled to be payment of his costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/ her.
- 32. Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons.
- 33. Particular specified in schedule above has been stated to the best of the information of the authorized officer/ Bank. Authorized Officer and / or Bank will not be answerable for any error, mis-statement or omission in this Public Notice.

#### 34. **Jurisdiction**

All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Madurai shall have jurisdiction to entertain /adjudicate such disputes.

**35.** Tenderer (s) must ensure the following while submitting the tender:

A. THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF THE TENDER BIDS ENCLOSED AT ANNEXURE –VI/VII.

- B. COPY OF THE PAN CARD OF THE PERSON BIDDING AND IF IT IS A COMPANY/ FIRM THEN COPY OF THE PAN CARD OF COMPANY/FIRM.
- C. COPY OF CERTIFICATE OF INCORPORATION OF THE COMPANY/FIRM
- D. BOARD RESOLUTION OF THE COMPANY/FIRM AUTHORISING THE PERSON/ PARTNER TO FILE BID FOR THE ASSETS AND COPY OF THE IDENTITY PROOF OF THE SAID PERSON/PARTNER.
- E. THAT EVERY PAGE OF THE TENDER DOCUMENT IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER AND DOCUMENTS SUBMITTED SHALL BE DULY ATTESTED.
- F. THAT ALL ALTERATION, ERASURES AND OVER WRITING, IF ANY, IN THE SCHEDULE OR RATE (S) ARE DULY AUTHENTICATED BY THE TENDERER'S SIGNATURE.

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# VI. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER-INDIVIDUAL

#### For purchase of the below property

All that part and parcel of the property measuring an extent of 1679.43 Sq. ft. or 156.02 Sq.mt situated at Virudhunagar District, Virudhunagar Joint I SRO, Villipathiri Village, Hamlet of Periyavallikulam Village, Patta no. 455 punja S No. 340/1 Acre cents 35 divided into number of house sites and name as "Lakshmi Nagar" a portion of land 5.23 cents bounded by:

North: N Inbamoorthy, N Pugalrajan lands

South: Land sold by Durairaj 20 feet width north south length common passage, Durairaj lands

East: Vellaisamy & Others land

West: NPKN Arunachalam & others land

#### **Measuring:**

Within the above boundaries east west on the north 84 feet, East west on the south  $88^{1/4}$  feet North South on the west 19 ½ feet, north south on the east 19 ½ feet in total 1679.43 sq ft or 156.023 Sq m land and its all usual rights and all usage rights in common passage and its all connected roads. The above said land is as per present sub division S No. 340/1A1A. The above land lies within the Aruppukottai panchayath Union, Villipathiri village panchayath.

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth

(Bid Document to be filled and submitted by the Bidder/Offerer for each Property separately) a) Full Name of the Bidder/Offerer (in Block letters) b) Complete Postal Address with PIN Code, Telephone Nos.: Fax Nos.; Website, etc. c) Mobile Nos. d) E-mail ID Brief particulars of business 2 (if any) 3 Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Limited. Relationship, if 4 the any, Bidder/Offerer has with Borrower/Promoters/ Guarantors/Mortgagors as mentioned in the Tender Document. Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased **Details of Earnest Money** Deposit (EMD). i) Demand Draft No. / Pay Order No. ii) Date of Demand Draft / Pay Order iiii) Name of the Issuing Bank and Branch Bidders, who prefer to submit the EMD by way of RTGS, must indicate

RTGS UTR No., Amount remitted and date.

	RTGS UTR NO.	:	
	Amount remitted	:	
	Date	:	
7	Income Tax Permanent	:	
	Account Number(s) (PAN) of		
	Bidder /Offerer		

<sup>\*</sup> Each and every information and documents to be submitted is mandatory.

Date:

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the duly Authorized official of the Bidder/Offerer

	Name and Designation of the Authorised Signatory
Place:	

## VII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

# COMPANY/ PARTNERSHIP/ PROPRIETORSHIP

(Bid Document to be filled and submitted by the Bidder/Offerer for each property separately)

		JJ J 1 J 1 J/
1.	<i>a</i> ) Name of the Company/ Firm/	
	Party (in Block letters)	
	<b>b</b> ) Complete Registered Address	
	c) Complete Correspondence	
	Address with PIN Code,	
	Telephone Nos.; Fax Nos.;	
	Website, etc.	
2.	Date of Incorporation	
3.	Constitution	
	(Private/Public/Joint)	
4.	Name of Chairman	
5.	Name of Managing Director /	
	Partners	
6.	Board of Directors	a)
		b)
		c)
		d)
		e)
7.	Income tax PAN No.	
	(attested copy of PAN card of	
	the company to be attached)	
8.	Date of Last Income Tax Return	
	(Enclose copy of last 3 years'	
	Income Tax clearance	
	certificate)	
9	d) Full Name of the	:
	Authorised Person to	
	carry out e- auction on	
	behalf of the	
	company/firm /party ( <b>in</b>	
	Block letters)	
	(Original Authorised letter to	
	be attached to carry out the e-	
	auction process)	
	b) Complete Postal Address of	:
	the Authorise person with	
	PIN Code, Telephone Nos.;	
	Fax Nos.; Website, etc.	
	c) Mobile Nos.	
	d) E-mail ID	

10	Designation of the Authorised Person	
11	Relationship, if any, the	:
	Bidder/Offerer has with any	
	employee of IDBI Bank Limited.	
12	Relationship, if any, the	
	Bidder/Offerer has with	
	Borrower/Promoters/	
	Guarantors/Mortgagors as	
	mentioned in the Tender	
	Document.	
13	Details of Earnest Money	:
	Deposit (EMD).	
	<i>i</i> ) Demand Draft No. /	:
	Pay Order No.	
	ii) Date of Demand Draft /	:
	Pay Order	
	iiii) Name of the Issuing	:
	Bank and Branch	
		the EMD by way of RTGS, must indicate
	RTGS UTR No., Amount remitt	ed and date.
	RTGS UTR No.	
	Amount Remitted	
	Date	
14	Income Tax Permanent Account	:
	Number(s) (PAN) of the	
	Authorised person	

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature:

Name of the Authorised Person:

Designation:

Company Seal

All authorizations should be annexed to this form.

Place: Date:

<sup>\*</sup> Each and every information and documents to be submitted is mandatory.

# VIII. FORM OF APPENDIX TO THE BID/OFFER (DECLARATION BY THE BIDDER)

#### (ON STAMP PAPER OF RS.100/-)

#### FORM OF BID/OFFER FOR PROPERTIES SITUATED AT "Lakshmi Nagar,

Villipathri Village, Virudhunagar

(Note: This Appendix forms part of the Bid/Offer)

To,

The Authorised Officer, IDBI Bank Limited., No.1/1 Karthikraja Complex. Melur Road, KK Nagar, Madurai 625 020

Sir,

#### Sale of Secured Asset's / Properties situated at ""Villipathri Village, Virudhunagar District

- 1. Having fully examined and understood the terms and conditions of the Tender Document and condition and status of the Secured Assets/property, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Tender/Offer Document.
- 2. I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/Offer and acquire the Secured Asset/property. Should I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.
- 3. I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Tender Document.
- **4.** I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 15 days of acceptance of bid/offer or such extended

period as may be granted by the AO at her sole and absolute discretion, I/we shall arrange to take possession of the secured assets within a maximum of 10 days. I/We understand that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the secured assets. We further understand that in the event I/We fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.

- 5. I/We clearly understand and accept that the Authorised Officer or the secured lender do not take or assume any responsibility for any dues, statutory or otherwise, of Borrowers, including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/offer is accepted.
- 6. I/We understand that you are not bound to accept the highest or any Bid/Offer you may receive. Further, I/we will not raise any objection in case the Authorised Officer goes for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty.
- 7. I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/property and I/we agree and undertake to abide by it.
- **8.** I/WE hereby confirm that I/We do not have any kind of relationship (professional/personal), with Borrower/Promoters/Guarantors/Mortgagors as mentioned in the Tender Document.

Or

I/ We have remitted Rs...... towards Earnest Money Deposit (EMD) to IDBI Bank Limited by way of RTGS amount in favour of IDBI Bank Limited, Account No. **111837000010771**, IFSC Code: **IBKL0001118**, Branch: Virudhunagar.

- **10.** We understand that the EMD will not carry any interest.
- **11.** We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Tender/Offer document can be summarily rejected.

Place:
Dated day of2024
Signature in the capacity of
Duly authorised to sign Bid/Offer for and on behalf of
(Name and address of the Bidder/Offerer) (IN BLOCK CAPITALS)
(IIV BLOCK CATTALS)
WITNESS:
Signature :
Name & Address:
Occupation :

\*\*\*