



Loan Collection and Recovery Department- Mavelikkara Division

MVKLCRD/QLN/NPA 4277/

/2024-25

**REGD POST A/D**

**NOTICE FOR SALE OF IMMOVABLE PROPERTY ISSUED UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002, (hereinafter referred to as Act) r/w SECURITY INTEREST (ENFORCEMENT) RULES, 2002(hereinafter referred to as Rules).**

Whereas,

The Authorized Officer of the Federal Bank Ltd. under the Act issued a demand notice dated 02/02/2024 calling upon the borrower(s) and/or guarantor(s) and/or defaulter(s) (1) Shri. Javad Hussain A, S/o Abdul Hameed, Proprietor of M/s Achumadam Traders, (a) 696/CVK Building, Vadakkevila, Pallimukku, Kollam, Kerala – 691 021 (b) Achumadam, Vazhapally, Kanjamthala, Thazhuthala, Umayanalloor, Kollam, Kerala – 691 589 and (2) Smt. Aneesa, W/o Javad Hussain, Achumadam, Vazhapally, Kanjamthala, Thazhuthala, Umayanalloor, Kollam, Kerala – 691 589 to pay the amount mentioned in the notice (1) ₹ 42,23,244/- (Rupees Forty Two Lakhs Twenty Three Thousand Two Hundred and Forty Four only) as on 31.01.2024 under your Cash Credit/Overdraft/ Demand loan (CC SME Lap) with number 10195500009721, (2) ₹ 21,67,032/- (Rupees Twenty One Lakhs Sixty Seven Thousand Thirty Two only) as on 30.01.2024 under your Term Loan (*WCTL One Time Restructuring limit carved out facility from CC limit (I) above*) with number 10196900161641, (3) ₹ 9,83,969.55 (Rupees Nine Lakhs Eighty Three Thousand Nine Hundred and Sixty Nine paise Fifty Five only) as on 08.01.2024 under your GECL Loan with number 10196900161021 and (4) ₹ 7,63,692.10 (Rupees Seven Lakhs Sixty Three Thousand Six Hundred and Ninety Two, paise Ten only) as on 30.01.2024 under your GECL Loan with number 10196900161658 with branch Kollam within 60 days from the date of receipt of the said notice.

Whereas the borrower(s) and/or guarantor(s) and/or defaulters having failed to repay the amount within the stipulated time, the authorized officer on behalf of the Federal Bank Ltd. has taken possession of the properties described herein below in exercise of powers conferred under section 13(4) of the said Act read with Rule 8 of the said Rules on 11/06/2024 by issuing a notice to the

borrowers/defaulters and general public and publication thereof in newspapers as contemplated under the said Act and Rules.

The undersigned hereby give notice to the borrower(s) and / or guarantor (s) and / or defaulters and general public that the Bank has decided to sell on **16<sup>th</sup> December 2024** the property described herein below on *“AS IS WHERE IS” “AS IS WHAT IS” and “WHATEVER THERE IS”* under Rules 8 & 9 of the said Rules for realizing the total dues of **(1) ₹ 48,97,039/- (Rupees Forty Eight Lakhs Ninety Seven Thousand Thirty Nine only)** under your Cash Credit/Overdraft/ Demand loan (CC SME Lap) with number 10195500009721, **(2) ₹ 24,24,813/- (Rupees Twenty Four Lakhs Twenty Four Thousand Eight Hundred and Thirteen only)** under your Term Loan (*WCTL One Time Restructuring limit carved out facility from CC limit (1) above*) with number 10196900161641, **(3) ₹ 10,90,790/- (Rupees Ten Lakhs Ninety Thousand Seven Hundred and Ninety only)** under your GECL Loan with number 10196900161021 and **(4) ₹ 8,46,768/- (Rupees Eight Lakhs Forty Six Thousand Seven Hundred and Sixty Eight only)** under your GECL Loan with number 10196900161658 as on date of sale with further interest, cost and other charges till realization and thus the undersigned hereby invites from interested parties the sealed tenders for purchasing the property subject to the terms and conditions mentioned hereunder.

### DESCRIPTION OF THE PROPERTY

All the piece and parcel of the land measuring **3.09 Ares (2.44+0.65 Ares)** together with all other improvements thereon comprised in Re-Sy No. 562/9 and 578/14/2 (Old Sy No. 4540 and 4553/1,2,3,4), Block No. 15 of Kilikolloor Village, Kollam Taluk, Kollam District, Kerala State commonly bounded as per title deed on **East by: NH, West by: Property of Haridasan and Pathway North by: NH, South by: Property of Sudhakaran** and commonly bounded as per location sketch on **East by: Bye-pass, West by: Property of Haridas, North by: Bye-pass, South by: Property of Sudhakaran** more fully described under Sale Deed No. 2098/2012 dated 16/07/2012 of Kilikolloor SRO. (Mortgaged by 1<sup>st</sup> among you).

### Terms and Conditions

1. The property described above will be sold on *“AS IS WHERE IS” “AS IS WHAT IS” and “WHATEVER THERE IS”* basis and the property will be sold for an amount **above the reserve price of ₹ 95,00,000/- (Rupees Ninety Five Lakhs Thousand only)**.
2. The intending purchasers shall submit/send to the undersigned their tender quoting the price offered by them (**the amount quoted shall be above the reserve price fixed**) in sealed cover

along with a Demand Draft/ Proof of RTGS of ₹ 9,50,000/- (**Rupees Nine Lakhs Fifty Thousand only**) favoring The Federal Bank Ltd. payable at Mavelikkara/RTGS Account – Current Account General, A/c No. 10192200000019, IFSC – FDRL0001019, Kollam Branch, the earnest money deposit (EMD) equivalent to 10% of the Reserve Price of the property, which is refundable if the tender is not accepted.

3. The Demand Draft/ Proof of RTGS for EMD shall be sent/ handed over to the undersigned separately along with the envelope containing the tender under acknowledgement. Tenders which are not duly sealed and are not accompanied by Demand Draft/ Proof of RTGS as afore stated will be summarily rejected.
4. The sealed covers containing tender shall reach the undersigned before **05.00 PM on 13<sup>th</sup> December 2024.**
5. The intending purchasers / their authorized representatives shall be present along with valid photo identity proof before the undersigned at his office on **16<sup>th</sup> December, 2024 at 10.00 A.M** when the tenders will be opened.
6. After opening the tender, the intending bidders may be given an opportunity at the discretion of the authorized officer to have, interse bidding among themselves to enhance the price.
7. The successful bidder shall deposit 25% of the bid amount / sale price (inclusive of the EMD) immediately on acceptance of his tender/ offer by the Bank and the balance 75% within 15 days, failing which the entire deposit made by him shall be forfeited without any notice and the property concerned will be re-sold.
8. All payments shall be made by way of Demand Draft drawn in favor of The Federal Bank Ltd. payable at Mavelikara or through RTGS (Account – Current Account General, A/c No. 10192200000019, IFSC – FDRL0001019, Kollam Branch).
9. The successful bidder shall bear the entire charges / fees payable for conveyance such as stamp duty, Registration fee, applicable TDS etc. as applicable as per Law.
10. No encumbrance in respect of the property has come to the knowledge and information of the Bank. The Bank will not be held responsible for any charge, lien and encumbrance, property tax or any other dues etc. to the Govt. or anybody in respect of the property under sale. The

society charges and the other encumbrances, if any should be cleared by the purchaser of the property.

11. The tenders offering price below the Reserve Price mentioned above will be rejected.
12. The Authorized Officer has the absolute right to accept or reject the bid/ all or any tender including the highest tender or adjourn / postpone the sale without assigning any reason. The decision of the Authorized Officer/Bank shall be final.
13. The buyer should satisfy himself/herself/itself as to the title, ownership, statutory approvals, extend etc of the property, before participation in the auction.
14. If any of the dates mentioned above happen to be a holiday/harthal/protest called by any political parties, the very next Bank working day will be considered for that event and related events including the date of auction/sale.

**Dated this the 11<sup>th</sup> day of November 2024 at Mavelikara.**

**For The Federal Bank Ltd.,**

**Associate Vice President**

**(Authorized Officer under SARFAESI Act)**