



Loan Collection and Recovery Department- Mavelikkara Division

MVKLCRD/QLNB/NPA 2067/

/2024-25

Date: 17/08/2024

**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 08/02/2019 calling upon the borrower(s) and/or guarantor(s) and/or defaulters 1) M/s Noble Cashew Industries, a partnership firm having its office at Decent Junction, Kollam – 691577, represented by its partners (a) Sri. Jacob C. Luke, S/o Late C. Lukose, Decent Junction, Kollam and (b) Sri. Biju Luke Jacob, S/o Jacob C. Luke, Decent Junction, Kollam – 691 577, 2) Sri. Jacob C. Luke (now deceased), S/o Late C. Lukose, residing at Kunnuvila House, Gandhi Junction, Kottarakkara, Kollam and 3) Biju Luke Jacob, S/o Late Jacob C. Luke, Kunnuvila House, Gandhi Junction, Kottarakkara, Kollam to pay the amount mentioned in the notice being (1) ₹ 8,13,91,755.03 (Rupees Eight Crore Thirteen Lakhs Ninety One Thousand Seven Hundred and Fifty Five, paise Three only) due under the Cash Credit Account No. 14595500001188, (2) ₹ 3,05,79,303.77 (Rupees Three Crore Five Lakhs Seventy Nine Thousand Three Hundred and Three, Paise Seventy Seven only) due under the Packing Credit – Running account No. 14599100000002, (3) \$ 1,08,110/- (USD One Lakh Eight Thousand One Hundred and Ten only) due under the PCFC (Sub limit of PCL) account No. 145992000000041, (4) \$ 1,75,000/- (USD One Lakh Seventy Five Thousand only) due under PCFC (Sub limit of PCL) account No. 145992000000042 and (5) \$ 5,82,812/- (USD Five Lakhs Eighty Two Thousand Eight Hundred and Twelve only) due under PCFC (Sub limit of PCL) account No. 14592000000043 with branch Kollam/Polayathode, 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 property 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 27/12/2019 by issuing a notice to the borrowers/defaulters and general public and publication thereof in newspapers as contemplated under the said Act and Rules. Sri. Biju Luke Jacob, Smt. Alice Jacob & Smt. Anju Luke Jacob in the capacity of legal heir and notice is issued to Sri. Biju Luke Jacob in addition to his capacity as borrower/co-obligant/guarantor.

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 **26<sup>th</sup> September 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) ₹ 20,85,96,883/- (Rupees Twenty Crores Eighty Five Lakhs Ninety Six Thousand Eight Hundred and Eighty Three only) in Cash Credit Account No. 14595500001188 and (2) ₹ 17,68,36,692/- (Rupees Seventeen Crore Sixty Eight Lakhs Thirty Six Thousand Six Hundred and Ninety Two only) in PCL A/c No. 14599100000002 as on date of sale [as per claim in OA No. 486/2020 filed against the borrowers before DRT Ernakulam] 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.

Sl. No.	Description of properties
1.	All the piece and parcel of the landed property measuring 22.86 Ares (4.60 Ares + 4.10 Ares + 14.16 Ares) together with building existing/or to be constructed along with further improvements thereon comprised in Re. Sy. Nos. 677/5, 677/6, 677/12-2-1 in Block 15 of Mangadu Village, Kollam Taluk, Kollam District, Kerala State within the registration sub district of Kilikolloor and bounded on East by property of Universal, on West by property of Ramesh, on North by 5 ½ meter width road and on South by property of Vengassery and more fully described in Sale Deed No. 1062/2002 dated 15/04/2002 of Kilikolloor SRO.
2.	All the piece and parcel of the landed property measuring 8.09 Ares together with building existing/or to be constructed along with further improvements thereon comprised in Re. Sy. No. 677/12-3-2, Block No. 15 of Mangad Village, Kollam Taluk, Kollam District, Kerala State within the registration sub district of Kilikolloor and bounded on East by own property, on West by property of Ramesh, on North by 5 ½ meter width road and on South by property of Vengassery and more fully described in Sale Deed No. 1009/2006 dated 10/04/2006 of Kilikolloor SRO.
3.	All the piece and parcel of the landed property measuring 1.34 Ares together with building existing/or to be constructed along with further improvements thereon comprised in Re. Sy. No. 675/3/4/2-1, Block No. 15 of Mangad Village, Kollam Taluk, Kollam District, Kerala State within the registration sub district of Kilikolloor and bounded on East by own property, on West by 5 meter width road, on North by property of Usha Bhavan and on South by own property and more fully described in Sale Deed No. 2331/2013 dated 22/10/2013 of Kilikolloor SRO.

### **Terms and Conditions**

1. The properties described above are lying as a single plot and properties will be sold together only.

2. The properties 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 Rs. 2,43,00,000/- (Rupees Two Crore Forty Three Lakhs only)**.
3. 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 **₹ 24,30,000/- (Rupees Twenty Four Lakhs Thirty Thousand only)** favoring The Federal Bank Ltd. payable at Mavelikkara/RTGS Account – Current Account General, A/c No. 14592200000057, IFSC – FDRL0001459, Kollam/Polayathode 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.
4. 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.
5. The sealed covers containing tender shall reach the undersigned before **5.00PM on 25<sup>th</sup> September 2024**.
6. The intending purchasers / their authorized representatives shall be present along with valid photo identity proof before the undersigned at his office on **26<sup>th</sup> September 2024 at 10.30 A.M** when the tenders will be opened.
7. After opening the tender, the intending bidders may be given opportunity at the discretion of the authorized officer to have, interse bidding among themselves to enhance the price.
8. 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.
9. 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. 14592200000057, IFSC – FDRL0001459, Kollam/Polayathode Branch).
10. 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.
11. 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.
12. The tenders offering price below the Reserve Price mentioned above will be rejected.

13. 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.
14. The buyer should satisfy himself/herself/itself as to the title, ownership, statutory approvals, extend etc of the property, before participation in the auction.
15. 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 17<sup>th</sup> day of August 2024 at Mavelikara.

**For The Federal Bank Ltd.,**

**Deputy Vice President 1 & Division Head  
(Authorised Officer under SARFAESI Act)**