

MVKLCRD/TDR/NPA -4376,4398/

/2024-25

Date: 09/12/2024

**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 22/05/2024 and demand notice dated 12/06/2024 calling upon the borrower(s) and/or guarantor(s) and/or defaulters (1) M/s M R Super Shoppie, a partnership firm at M R Building, Chakkuvally, Sooranadu PO, Kollam- 690 520, (2) Shri. Mohammed Rafi S @ Mohammed Rafi Shamsudeen Kunju, S/o Shamsudeen Kunju, Melevila Veedu, Kampalady, Poruvazhy P O, Kollam, Kerala – 690 520 and (3) Smt. Sini Mohammed Rafi, W/o Mohammed Rafi S @ Mohammed Rafi Shamsudeen Kunju, Melevilayil House, Pallimuri, Poruvazhy P O, Kollam, Kerala – 690 520 to pay the amount mentioned in the notice being (1) ₹ ₹1,59,76,355/- (Rupees One Crore Fifty Nine Lakh Seventy Six Thousand Three Hundred and Fifty Five only) as on 05.05.2024 under your Property Power loan (2<sup>nd</sup> and 3<sup>rd</sup> among you) with number 12897600006410 and (2) ₹ 60,99,908.04 (Rupees Sixty Lakh Ninety Nine Thousand Nine Hundred and Eight, paise Four only) as on 07.06.2024 under your Cash Credit limit (1<sup>st</sup> to 3<sup>rd</sup> among you) with number 12895500010003 with branch Thodiyoor 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 22/08/2024 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 **14<sup>th</sup> January 2025** 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) ₹ ₹1,72,76,937/- (Rupees One Crore Seventy Two Lakhs Seventy Six Thousand Nine Hundred and Thirty Seven only) under your Property Power loan (2<sup>nd</sup> and 3<sup>rd</sup> among you) with number 12897600006410 and (2) ₹ 66,34,926/- (Rupees Sixty Six Lakhs Thirty Four Thousand Nine Hundred and Twenty Six only) under your Cash Credit limit (1<sup>st</sup> to 3<sup>rd</sup> among you) with number 12895500010003 is due 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.

Sl. No.	Description of properties	Reserve price (in Rs.)
1.	All the piece and parcel of the land measuring <b>11.73 Ares</b> and all other improvements thereon comprised in Re-Sy no. 127/8 (Old Sy no. 485/2/5), Block no. 6 of Poruvazhy Village, Kunnathoor Taluk, Kollam District, Kerala State bounded on <b>East by:</b> Property of Kuttappan and others, <b>West by:</b> P W D Road, <b>North by:</b> Property of Saleem and <b>South by:</b> Property of Shereef. (Mortgaged by Shri. Mohammed Rafi S @ Mohammed Rafi Shamsudeen Kunju and Smt. Sini Mohammed Rafi) and more fully described under Sale Deed No. 1816 dated 20/07/2015 of Sasthamcotta SRO.	<b>Rs. 2,82,00,000/-</b> <b>(Rupees Two Crore Eighty Two Lakhs only)</b>

### Terms and Conditions

1. 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. 2,82,00,000/- (Rupees Two Crore Eighty Two Lakhs 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 ₹ **28,20,000/- (Rupees Twenty Eight Lakhs Twenty Thousand only)** favoring The Federal Bank Ltd. payable at Mavelikkara/RTGS

Account – Current Account General, A/c No. 12892200000020, IFSC – FDRL0001289, Thodiyoor 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 **5.00 PM on 13<sup>th</sup> January 2025.**
5. The intending purchasers / their authorized representatives shall be present along with valid photo identity proof before the undersigned at his office on **14<sup>th</sup> January 2025 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. 12892200000020, IFSC – FDRL0001289, Thodiyoor 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. In the EC dated 30/11/2024 a sale entry dated 20/03/2024 is seen reflected, which is subsequent to the mortgage in favour of the bank and same without knowledge to the mortgagor bank. No other 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 encumbrances, if any should be cleared by the purchaser of the properties.

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 09<sup>th</sup> day of December 2024 at Mavelikara.

**For The Federal Bank Ltd.,**

**Associate Vice President**

**(Authorised Officer under SARFAESI Act)**

CC:

Shri. Sabu B., S/o. Bapukannu Rawthar, Bunglowvila, Sooranad P.O., Kollam Dist., Pin – 690 520.

(This notice is issued for your information)