



**PUBLICATION SALE NOTICE**

Notice of intended sale under Rule 6(2) and Rule 8(6) of The Security Interest (Enforcement Rules) 2002 under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002.

(1) Mr.K.S. Krishnamurthy, Proprietor M/s.Sri Sai Traders, No 24/1, Karnan Street, Kodambakkam, Chennai - 600024. (2) Mrs.N. Latha, W/o.Mr.K.S. Krishnamurthy, No 24/1, Karnan Street, Kodambakkam, Chennai - 600024.

**Sub: Your OD Secured Account No. 827314418 – with Indian Bank West Mambalam Branch-Regarding.**  
M/s.Sri Sai Traders represented by its proprietor Mr.K.S. Krishnamurthy availed Secured OD facility for Rs.3,00,000/- from Indian Bank, West Mambalam Branch, the repayment of which are secured by mortgage of schedule mentioned property hereinafter referred to as "the properties". M/s.Sri Sai Traders represented by its proprietor Mr.K.S.Krishnamurthy failed to pay the outstanding to the Bank. Therefore, a Demand Notice dated 09.07.2012 under Sec 13(2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (for short called as "The Act"), was issued by the Authorised Officer calling upon M/s.Sri Sai Traders represented by its proprietor Mr.K.S.Krishnamurthy liable to the Bank to pay the amount due to the tune of **Rs.3,49,075/- (Rupees Three lakhs forty nine thousand and seventy five only) as on 30/06/2012** with further interest, costs, other charges and expenses thereon. M/s.Sri Sai Traders represented by its proprietor Mr.K.S.Krishnamurthy failed to make payment in full despite Notice dated 09.07.2012.

As M/s.Sri Sai Traders represented by its proprietor Mr.K.S.Krishnamurthy failed to make payment in full despite Demand Notice, the Authorised Officer took possession of the schedule mentioned properties under the Act on 13.09.2012 after complying with all legal formalities.

The amount due as on 31.08.2013 is **Rs.3,09,663/- (Rupees Three lakhs nine thousand six hundred and sixty three only)** with further interest, costs, other charges and expenses thereon.

As per Sec.13(4) of the Act, Secured Creditor is entitled to effect sale of the assets taken possession of and realise the proceeds towards outstanding balance. In accordance with the same, the undersigned/ Authorised Officer intend selling the schedule mentioned securities by way of public tender / auction adopting the **e-auction mode**.

The Tender / bid form with the terms and conditions can be had on-line from the website [www.matexauctions.com](http://www.matexauctions.com) and using the provision in the system / software, the same could be procured using the 'seal bid option' such that the activities could be done online. The tender form and the terms and conditions would be available in the website from 17.09.2013 to 17.10.2013 from 10.00 a.m. to 3.30 p.m. The last date for submitting tenders/bids complying with all necessary terms along with EMD in stipulated manner is 17.10.2013 by 4.00 p.m. Tenders/bids shall be opened on 18.10.2013 at 11.00 a.m. to 12.00 noon in the **e-auction mode**. Inspection of the schedule mentioned property and related documents / upto date EC, etc., by the intending purchasers / bidders may be done at their expenses on 15.10.2013 between 11.00 a.m. to 3.00 p.m.

The Reserve price and Earnest Money Deposit (EMD) for the sale of the secured assets is fixed as mentioned in the schedule. The tenders should be accompanied with EMD taken in RTGS/NEFT/Account Transfer and / or any other acceptable mode of money transfer without time lag, failing which the tender becomes disqualified.

The Nodal Bank Account No./IFSC etc., for online money transfer is as under :

S.No.	Nodal Bank A/c. No.	IF SC Code
1.	Indian Bank, Ethiraj Salai Branch, A/c.No.6120612786	IDIB000C032

The sale shall be conferred on the person making highest offer/tender/bid subject to confirmation by Secured Creditor. The Authorised Officer reserves right to accept or reject the bid/tender without assigning any reason whatsoever. Once the e-auction is completed and sale is conferred on the person making the highest offer/tender/bid, the successful bidder will be intimated by email, as the case may be, who has to remit 25% of the bid amount (less the EMD) immediately by RTGS/NEFT/Account Transfer and/or any other acceptable mode of money transfer, failing which the EMD amount remitted will stand to be forfeited. The balance sale price shall be paid within 15 days of confirmation of sale or extended time in writing. If the balance amount is not remitted within stipulated / agreed time, the amount of 25% remitted will also stand to be forfeited. The sale is subject to confirmation by the Secured Creditor.

The sale is made on "As is where is and As is what is" basis and no representations and warranties are given by the Bank relating to encumbrances, statutory liabilities etc. If the e-auction fails owing to any technical snag etc., the same may be re-scheduled by issuing 7 days prior notice. **This Notice is issued without prejudice to any other remedy available to the Secured Creditor.**

Bidders are advised to visit the website ([www.matexauctions.com](http://www.matexauctions.com)) of our e-auction service provider M/s.Matex Net Pvt. Ltd., 124, 2nd Floor, Karpagam Avenue, 4th Street, Opp. to Mayor Ramanathan Hall, R.A.Puram, Chennai - 600 028, for auction bid form and detailed terms and conditions which are annexed to the bid form.

1	E-mail Address	bankauctions@matexnet.com
2	Phone Nos.	(044) - 4343 7474, Fax : (044) - 4210 7062.
3	Name of the Contact Person	Mr.Jagadish (Senior Executive), Mobile : 09380570551
4	Website	www.matexauctions.com
5	Date, Time and Place of sale	<b>18.10.2013 from 11.00 a.m. to 12.00 noon</b> <b>Indian Bank, West Mambalam Branch, No.76/61, Arya Gowda Road, West Mambalam, Chennai - 600 033.</b>

**SCHEDULE OF PROPERTY (Mortgaged Assets)**

The specific details of the assets which are intended to be brought to sale are enumerated hereunder:

All that piece and parcel of Vacant House Site measuring 1500 Sq. Ft., as per document 1076 Sq. Ft., as per Patta comprised in Old Survey No.241/2 and 3, New Survey No.241/15 as per Patta and forming the Northern portion of Plot No.49 at No.75, Kakkalur Village, with in the limits of Thiruvallur Panchayat Union, Thiruvallur Taluk, Chengalpattu District and with in the Sub-Registration District of Thiruvallur and Registration District of Chengalpattu, bounded on the North by : Land sold by S.D.Mary, South by : Remaining land owned by P.V. Ekambaram, East by : 30' Feet Road and West by : Plot No.28 owned by K.N. Aravamuthan.

**Prior Encumbrance : Nil.**

**Reserve Price : Rs.8.00 Lakhs**

**EMD : Rs.0.40 Lakhs**

Place : West Mambalam  
Date : 10.09.2013

**Authorised Officer / Asst. General Manager,**  
**Indian Bank, West Mambalam Branch, Chennai - 33.**



**Authorised Officer**  
**West Mambalam Branch**  
No.76/61, Arya Gowda Road, West Mambalam, Chennai - 600 033.

**A/c.M/s.Sri Sai Traders**

with

**Indian Bank**  
**West Mambalam Branch**

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**TENDER/BID DOCUMENT**

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(for e-auction)

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**Authorised Officer**  
**INDIAN BANK**  
**West Mambalam Branch**  
No.76/61, Arya Gowda Road, West Mambalam, Chennai - 600 033.  
Phone : 044 - 2371 2772, 2371 9416. E-mail : westmambalam@indianbank.co.in

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# Indian Bank

## WEST MAMBALAM BRANCH

No.76/61, Arya Gowda Road, West Mambalam, Chennai - 600 033.

Phone : 044 - 2371 2772, 2371 9416. E-mail : westmambalam@indianbank.co.in

In exercise of powers conferred under Section 13 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (In short 'SARFAESI Act'), the Authorised Officer for the **A/c M/s.Sri Sai Traders represented by its proprietor Mr.K.S.Krishnamurthy** of West Mambalam Branch, issued a Demand Notice dated **09.07.2012** under Sec.13(2) of the SARFAESI Act calling upon the borrower/guarantor/mortgagor in the above account to pay the amount due to the tune of **Rs.3,49,075/- (Rupees Three lakhs forty nine thousand and seventy five only) as on 30/06/2012** with further interest, costs, other charges and expenses thereon. The amount due as on **31.08.2013** is **Rs.3,09,663/- (Rupees Three lakhs nine thousand six hundred and sixty three only)** with further interest, costs, other charges and expenses thereon.

As **M/s.Sri Sai Traders represented by its proprietor Mr.K.S.Krishnamurthy**, failed to make payment despite Demand Notice, the Authorised Officer took possession of the property (morefully described in Annexure A) under SARFAESI Act on **13.09.2012**, after complying with all legal formalities. The Authorised Officer is entitled to sell the properties by virtue of powers conferred on him under Sec 13(4) of SARFAESI Act read with Rule 9 framed under the said Act. Sale is intended to be carried out by inviting tenders/bids from public. The necessary Notice of Intended Sale was published in New Indian Express & Dinamani Newspapers in Chennai edition on 15.09.2013 accordingly tenders/bids are called from intending Purchasers. The details are furnished below:

### Definitions:

01. '**Property**' is the mortgaged items offered for sale.
02. '**Seller**' of the property is **Authorised Officer / Asst. General Manager, Indian Bank, West Mambalam Branch, No.76/61, Arya Gowda Road, West Mambalam, Chennai - 600 033.**
03. The term '**tender**' wherever used shall also mean and include 'bid', 'offer' or similar terms which convey the same meaning.
04. '**Tender Document**' comprises the terms and conditions of the tender, the Tender form, the Schedule of the property, Model letters if any to be submitted and other terms and conditions etc., including the terms and conditions for e-auction enclosed along with the bid/tender form wherever applicable.
05. '**Designated place**' is the place at which the tender documents can be had, the completed tenders will be received and the received tenders will be opened by the Seller through Online viz. website : **www.matexauctions.com**
06. '**Tenderer**' is the person who submits his tender for purchase of the property by quoting the price offered by him and therefore participates in the tender cum auction mode. This may be an individual, HUF, partnership firm, private or public limited company or a statutory corporation. 'Tenderer shall also mean and include 'Offerer', 'Bidder' or similar terms, which convey the same meaning.
07. '**Representative**' is the person authorised by the Tenderer to submit the tender document on his behalf. Such Representative may either hold a Power of Attorney issued in his name by the tenderer or authorised by the tenderer through a specific letter, attesting the signature of the Representative.

## TENDER CUM AUCTION DOCUMENT

08. **'Tender opening date and time'** shall mean the date on which and the time at which the various tenders received shall be opened by the Seller at the 'designated place'.
09. **'Tender Amount'** is the amount mentioned in the Tender form submitted by the Tenderer and later on increased in the tender cum auction mode amongst the eligible tenderers. The eligible tenderers are those who have quoted their bid / tender / offer amount ABOVE Reserve Price.
10. **'Price'** is the amount at which the Seller accepts to sell the property after opening all the tenders and verifying other documents and adopting the tender cum auction process in the discretion of Authorised Officer.
11. **'Successful Tenderer'** is the Tenderer who has submitted the highest bid amount and/or who has quoted the highest bid amount in the tender cum auction mode.
12. **'Second successful Tenderer'** is the Tenderer, other things remaining the same, whose quoted amount is next below the amount quoted by the Successful Tenderer as mentioned in the Para 11.
13. **'Acceptance date'** is the date of letter communicating acceptance of the Tender by the seller to the successful Tenderer or the second successful Tenderer as the case may be.
14. **'Purchaser'** is the 'Tenderer' whose bid/offer amount has been accepted by the Seller and who has not rescinded performance within the time limit allowed in the acceptance letter.
15. Wherever the pronoun **'he'** and its related verbs are used, it also implies and includes **'she'** as well as the **plural** form.

### Property:

01. It consists of the mortgaged properties.

### Inspection:

02. **The property can be inspected by the intending Tenderer on 15.10.2013 at his expense between 11.00 am to 3.00 pm at the address mentioned. Inspection of documents/EC etc., can be also done by the intending tenderers on 15.10.2013 between 11.00 am to 3.00 pm.**

### Terms of Warranty:

03. THE TENDERER SHALL HAVE TO VERIFY THE POSITION REGARDING THE TAX AND OTHER CHARGES PAID/PAYABLE, INSURANCE, ETC. from the documents available at the designated place before submitting the Tender. No claims shall be entertained in this regard after the Tenders are opened.
04. The Seller does not give any warranty as to the description, condition or accuracy of details regarding the property given in the schedule. The Tenderer is to satisfy himself as to the title of the property as well as the identity and correctness of the description of the property and the measurements and boundaries of the same and subsisting encumbrances/statutory liabilities etc., before submitting the tender.
05. Once he submits his tender, he will be deemed to have waived all objections to the title, extent or any other aspect, if any afterwards. **THE SUCCESSFUL TENDERER SHALL NOT BE PERMITTED TO REFRAIN FROM PERFORMING HIS OBLIGATION BY REASONS OF ANY ERROR OR DEFAULT IN DESCRIPTION THEREOF IN THE SCHEDULE HERETO OR REGARDING THE TITLE THERETO AND/OR FOR ANY OTHER REASON.** THE SALE SHALL NOT BE INVALIDATED BY SUCH REASONS AND NO COMPENSATION SHALL BE PAYABLE IN RESPECT OF ANY SUCH DEFAULT OR ERROR OR MISDESCRIPTION.

- 06. The Sale is on "as is where is and as is what is" basis and without any representations and warranties on the part of the Secured Creditor relating to encumbrances/statutory liabilities etc.**

**Submission of tender:**

- 07.** Whenever e-auction mode is adopted, the Tender/bid form with the terms and conditions can be had on-line from the website [www.matexauctions.com](http://www.matexauctions.com) and using the provision in the system / software, the same could be procured using the 'seal bid option' such that the activities could be done online. The tender form and the terms and conditions would be available in the website from **17.09.2013** to **17.10.2013** from **10 am to 3.30 pm.**
- 08.** The tenderer shall be legally eligible to buy a property in the Union of India.
- 09.** Separate tender document is to be used for the property for each property/item/lot described in the sale notice.
- 10.** If the tender is submitted by a person who is not an individual, the details relating to constitution must be specified.
- 11.** When the tenderer is other than an individual, the capacity of the signatory shall be indicated along with rubber stamp of the organisation, on whose behalf the tender is submitted.
- 12.** If the tender is submitted through a Power of Attorney holder (POA holder) or an authorised representative, proof of such authorisation should be enclosed. However, in case of successful tenderer, the property would be transferred in the name of the tenderer only and not in the name of such POA holder or authorised representative.
- 13.** The tender amount must be filled in both in words and figures in the TENDER form, failing which the tender can be rejected. When there is a difference in the amount stated in figures and in words, the amount stated in words shall prevail.
- 14.** All corrections must be attested under the full signature of the tenderer with date of such corrections.
- 15.** Complete address of the tenderer must be given in block letters, Telephone numbers, telegraphic address, e-mail address etc., may also be furnished.
- 16.** If the tender is submitted on behalf of an organisation, the name, designation and telephone numbers of the contact person, if any, shall also be given.
- 17.** The Reserve Price for each of the property/item and the respective Earnest Money Deposit for each of the property/item is enumerated in Annexure A.

## TENDER CUM AUCTION DOCUMENT

18. Earnest Money Deposit (EMD) as specified for each item in the shall be remitted along with the tender document.

The tenders should be accompanied with EMD taken in RTGS / NEFT / Account Transfer and / or any other acceptable mode of money transfer without time lag, failing which the tender becomes disqualified.

The Nodal Bank account No./IFSC code etc. for online money transfer is as under.

<u>S.No.</u>	<u>Nodal Bank A/c. No.</u>	<u>IFSC Code</u>
1.	Indian Bank, Ethiraj Salai Branch, A/c.No.6120612786	IDIB000C032

19. The Tender Price shall be quoted in absolute terms and shall not be linked to any other reference. The Tender must be unconditional.

20. Correct and complete information is to be furnished while submitting the tender. Furnishing incorrect/false information relating to any material fact and/or failure to enclose any required document may cause the tender to be rejected at the discretion of the Seller. The details furnished in the Tender shall be duly witnessed atleast by two persons, who would affix their signature, name and address at the space provided for the same.

21. **Tenders complete in all respects along with EMD and other enclosures shall be submitted in a sealed cover addressed to Authorised Officer, Indian Bank, A/c.M/s.Sri Sai Traders represented by its proprietor Mr.K.S.Krishnamurthy.**

Whenever e-auction mode is adopted, tender form shall be submitted with complete particulars as indicated in clause No.7.

22. **Submission of Tenders:** The sealed covers shall be submitted at the designated place before **4.00 p.m.** on **17.10.2013**. The sealed covers can either be hand delivered at the designated place or be sent by Post/courier. Tenders sent by post/courier will be considered only if the same is received at the designated place within the stipulated time and the date of posting/dispatch shall not be a proof of delivery. Tenders received after the stipulated date and time will not be considered.

Whenever e-auction mode is adopted, tender form shall be submitted with complete particulars as indicated in clause No.7.

23. **Withdrawal of tenders:** A tenderer may be permitted to withdraw the tender submitted by him at any time before the final time fixed for opening of the tenders. However, request for withdrawal of the tender shall be made in writing by the tenderer himself and should be submitted at the designated place before the time limit fixed. The same applies to a Representative also.

**Tender Opening:**

24. The received tenders will be opened at 11.00 a.m to 12.00 noon on 18.10.2013 by Authorised Officer/Asst. General Manager, Indian Bank, West Mambalam Branch, No.76/61, Arya Gowda Road, West Mambalam, Chennai - 600 033, at the Designated Place. Any tenderer if he so desires may be present during the tender opening either personally or through his authorised representative and/ or other manner stipulated in the e-auction mode and its related terms and conditions enclosed with the bid form.
25. The amount quoted in each tender will be read for information of all those present at the tender opening. The amount shall also be entered in the tender opening register, against the tenderer's name.
26. After all the tenders are opened, read out and entered in the tender opening register, tenderers/their representatives present at that time, shall affix their signatures thereon as a token of confirmation of the prices read out.
27. Subsequently, the intending bidders who have submitted their bid above the reserve price will be given an opportunity at the sole discretion of the Authorised Officer to have an interse bidding among themselves immediately on opening of the tenders on the same date and venue. At that juncture, the floor price for inter-se bidding would be the highest price quoted at the time of opening of the tender / bid.

The sale shall be conferred on the person making highest offer / tender / bid subject to confirmation by Secured Creditor. The undersigned reserves right to accept or reject the bid / tender without assigning any reason therefor.

The tenders would be processed immediately at the office of the Seller and the successful bidder will be finalised. It shall be subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25% of sale price is paid/deposited immediately by way of by RTGS / NEFT / Account Transfer and / or any other acceptable mode of money transfer, failing which the EMD amount remitted will stand to be forfeited.

**Acceptance of tender :**

28. Once the e-auction is completed and sale is conferred on the person making the highest offer / tender bid, the successful bidder will be intimated by email, who has to remit 25% of the bid amount (less the EMD) immediately by RTGS / NEFT / Account Transfer and / or any other acceptable mode of money transfer, failing which the EMD amount remitted will stand to be forfeited.

The Seller is not bound to accept the highest bidder automatically, The Seller reserves the right to reject any or all the tenders without assigning any reasons there for. The Seller reserves the right at his discretion to defer/cancel the tender process at any time or to call for fresh set of tenders or to withdraw, any or all the items listed in the schedule of property from sale.

29. Sale is subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25% of sale price is paid/deposited immediately as stated supra.

## TENDER CUM AUCTION DOCUMENT

30. The EMD deposited by the successful tenderer/bidder shall be held as Security Deposit for due performance of the contract. Successful tenderer shall deposit the balance amount within 15 days of confirmation of the sale by the Secured Creditor or within the extended period as agreed between the parties in writing. Payment of balance amount of 75% will also have to be made in the form indicated above in clause No. 28.

If the balance amount is not remitted within stipulated / agreed time, the amount of 25% remitted will also stand to be forfeited.

31. No time extension for making the payment after the stipulated period will be granted nor shall the successful tenderer/bidder be allowed to make part payments. However, the Seller may, in his discretion, entertain and consider request for extension of time for making payment provided the request has been made in writing and duly signed by the successful Tenderer / bidder Representative himself.
32. Failure to deposit the balance amount within such stipulated time or within such extended time shall be construed as breach and the EMD and initial deposit paid by the successful tenderer/bidder shall be forfeited.
33. If the successful tenderer do not deposit 25% of the purchase price immediately on the same date or within 24 hours on conveyance of acceptance letter, it is open to the Seller to confer the sale on the second successful tenderer/bidder.
34. If the Seller decides to accept the tender of the second successful tenderer/bidder, either upon failure of the successful tenderer/bidder or otherwise, the same shall be intimated to the second successful tenderer/bidder. The terms and conditions regarding deposit of balance amount, forfeiture as stated in paras 30 to 35 shall apply, mutatis mutandis to the second successful tenderer/bidder also.
35. Upon the breach by the successful tenderer/bidder or, in case of acceptance of tender/bid of the second successful tenderer/bidder, upon his breach, the Seller may decide to sell the property by calling for fresh tenders or through private sale or otherwise.
36. If the e-auction fails owing to any technical snag etc., the same may be rescheduled by issuing 7 days prior notice.
37. The EMD given by the tenderers other than the Successful Tenderer/bidder and/or the second successful tenderer/bidder, shall be returned to them by post/courier within a reasonable time.

### **Transfer of Property :**

38. On confirmation of sale by the Secured Creditor and upon payment of the full amount of purchase price, the Authorised Officer will execute the Sale Certificate in favour of the Purchaser. The registration charges, payment of stamp duty etc., shall be borne by the Purchaser.



## TENDER CUM AUCTION DOCUMENT

39. It will be the responsibility of the Purchaser to take all steps necessary for registration of the sale certificate.
40. The cost towards registration fee, expenses incurred towards stamp duty etc., and any other expenses will be borne by the Purchaser. The Seller will not bear any expenses whatsoever.
41. It will be the responsibility of the Purchaser to pay all taxes / electricity / water / sewerage charges or any other charges demanded by any authority after the acceptance of the tender, even if it pertains to previous periods.
42. The Purchaser shall, at his cost, get the Electricity/Water/Sewerage connections etc., and any other common services, transferred in his name.
43. It will be responsibility of the Purchaser to deal with claims/disputes or litigation if any, relating to the property, its use or otherwise after acceptance of the tender and shall meet such claims for charges, penalty, damages etc., at his own cost. The Seller will not accept any claim or responsibility on this account and shall not be held accountable for this and shall not be asked to pay/reimburse any amount in this regard.
44. In token of having read, understood and accepted the terms and conditions, the tenderer, or his representative, as the case may be, shall affix his full signature at the end of each page of the tender document. Wherever applicable, the office stamp shall also be affixed along with the signature.

Place : West Mambalam

Date : 10.09.2013

**TENDER CUM AUCTION DOCUMENT**

**TENDER FORM**

To

**Authorised Officer,  
Asst. General Manager,  
Indian Bank, West Mambalam Branch,  
No.76/61, Arya Gowda Road,  
West Mambalam,  
Chennai - 600 033.**

Sir,

Sub : **A/c.M/s.Sri Sai Traders** - submission of Tender for purchase of Property..

Ref : Your advertisement in New Indian Express & Dinamani on 15.09.2013 in Chennai Edition.

I/We submit my / our tender for purchase of Property offered by you on outright sale basis, which is on "As is where is and As is what is" basis. I/We furnish the necessary details as below :

I / we furnish the necessary details as below:

01. Name of Tenderer	
02. Constitution #	
03. Address and telephone number for communication	
04. Name, Address and telephone number of contact person, if any, for communication	
05. Description of the Property/Item for which tender is submitted	
<b>06. Tender amount:</b> In figures - Rs. In words - Rupees	..... ..... .....
<b>07. EMD</b> In figures - Rs. In words - Rupees	..... ..... .....
<b>Details of EMD payment</b>	RTGS/NEFT/Account Transfer and/or any other acceptable mode of money transfer without time lag. Date : Issued by : On : Favouring :

# Mention Individual / HUF / Proprietary Concern / Partnership firm / Private Limited Company / Public Limited Company.

TENDER CUM AUCTION DOCUMENT

I / We have read and understood the terms and conditions of sale and verified the other particulars regarding the property being offered for sale through this tender. I/We have further understood that the sale is being made on "As is where is and As is what is" and also without any representations and warranties from the bank on encumbrances, statutory liabilities etc.

I/We have signed the tender document as required therein. I/We agree to abide by the terms and conditions for sale. I/We have enclosed all documents as required to be submitted along with this tender. I/We, am/are fully aware and agree that the seller shall have the sole right either to accept or reject the tender without assigning any reason.

Yours faithfully,

**Signature of the Tenderer**

**Witnesses:**

**01. Signature, Name & Address**

**02. Signature, Name & Address**

**NOTE :**Please read the terms and conditions for sale of the property as mentioned in the tender document before filling up and submitting the tender. Furnish correct and complete information. Furnishing incorrect/false information relating to any fact and/or failure to enclose any required document, which may materially affect the selection of the tender, may cause the tender to be rejected. Whether any such fact/information is material or not, is subject to the facts and circumstances of the case and shall be decided by the Seller at his sole discretion which shall be final and binding.

**TENDER CUM AUCTION DOCUMENT**

**ANNEXURE A**

**Date, Time & place of sale on 18.10.2013 at 11.00 a.m. to 12.00 noon in e-auction mode @www.matexauctions.com**

<b>Mortgaged Assets</b>	All that piece and parcel of vacant House Site measuring 1500 Sq. Ft., as per document, 1076 Sq. Ft., as per Patta, comprised in Old Survey No.241/2 and 3, New Survey No.241/15 as per Patta and forming the northern portion of Plot No. 49 at No.75, Kakkalur village, with in the limits of Thiruvallur Panchayat Union, Thiruvallur Taluk, Chengalpattu District and with in the Sub-Registration District of Thiruvallur and Registration District of Chengalpattu, bounded on the North by : Land sold by S.D.Mary, South by : Remaining land owned by P.V.Ekambaram, East by : 30' Feet Road and West by : Plot No 28 owned by K.N.Aravamuthan. <b>Prior Encumbrance : Nil.</b>
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**Reserve Price : Rs.8.00 Lakhs                      EMD : Rs.0.40 Lakhs**

<b>Last date and time for submission of bid through e- auction mode</b>	<b>17.10.2013 upto 04.00 pm</b>
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Dt. of Inspection	<b>15.10.2013, 11.00 AM to 03.00 PM</b>
Tender forms available	In the website from <b>17.09.2013 to 17.10.2013</b> from <b>10.00 am to 3.30 pm.</b>
EMD payment	Indian Bank, Ethiraj Salai Branch, A/c.No.6120612786, IFSC CODE : IDIB000C032
Last date and time for submission of closed online bids through e - auction mode	<b>17.10.2013 upto 4.00 pm</b> at the designated place, with full particulars of EMD remittance.
Closed on line bids opening	<b>18.10.2013 at 11.00 am</b> by authorized officer at the designated place
E auction (forward auction)	<b>18.10.2013 at 11.00 am - 12.00 noon</b> in e-auction mode with auto time extension of 3 minutes each, till sale is concluded.
Bid multiplier amount	Rs.10000/-

**\*\*Bidders are advised to visit the website (<http://www.matexauctions.com>) of our e-auction service provider M/s.Matex Net Pvt. Ltd. 124, 2nd floor, Karpagam Avenue IV Street, R.A.Puram, Chennai - 600 028 for auction bid form and detailed terms and conditions which are annexed to the bid form. E-Mail address: [bankauctions@matexnet.com](mailto:bankauctions@matexnet.com). Phone : 044-43437474, Fax : 044-42107062. Name of contact person: Mr.E. Jagadish, No.124, 2nd Floor, Karpagam Avenue IV St., R.A.Puram, Chennai - 600 028. Mobile : 93805 70551.**

## TENDER CUM AUCTION DOCUMENT

### General Terms & Conditions for e-auction:

1. Bids / Tenders / offers above Reserve Price only will be entertained / will be considered as eligible bids.
2. Interested parties may submit their offer for purchasing the said properties online after registering and logging in to the website of the service provider selected by the bank.
3. The bidders approved by the Recovery Officer/AO of Bank must pay 10% of the upset price through RTGS/NEFT, etc and remittance details must be clearly indicated in the bid form.
4. On acceptance of the highest bid / tender / offer, the successful bidder / tenderer shall remit the initial deposit of 25% of the bid amount (less the EMD already remitted) immediately and the balance bid amount shall be remitted within 15 days of confirmation of sale communicated in writing and / or email, without necessitating any notice. In case of failure to remit the 25% as indicated supra, the EMD amount deposited will be forfeited and failure to pay the balance amount of 75% within the stipulated/extended time as the case may be will entail forfeiture of the 25% remitted.
5. The payment mode of EMD/ balance 25% (Less EMD) / balance 75% of the bid amount would be by way of RTGS/NEFT/Account Transfer and / or any other acceptable mode of money transfer without time lag.
6. The Recovery Officer of DRT and / or Authorised Officer of the Bank have the absolute right to accept or reject any or all offer(s) or adjourn/postpone the sale without assigning any reason thereof.
7. If any market leading bid (bid higher than the highest at the point in time) is received within the last three minutes of closing bid, the bidding time shall be extended automatically by three minutes.
8. The e-auction Company/DRT/Bank shall send all intimations to the bidders/auction purchasers regarding payment of EMD/Balance Bid amount, rejection of bid, etc as provided by the Bank through e-mail.
9. The employees, promoters, and relatives of employees or promoters of the e auction company are not allowed to participate in the auction without the written permission of the DRT and / or the Authorised Officer of the Bank (for sale under SARFAESI Act).
10. E-Auction will be conducted by the Authorised Officer of the Bank utilizing the services of the Bank's authorized e-auction agent M/s.MATEXNET PVT. LTD. Details regarding e auction can be obtained from them. Bidders are advised to visit the website for auction bid form and detailed terms and conditions.
11. The Application without EMD will be rejected summarily.
12. Inspection of the property can be undertaken with prior interaction with the Bank / BRANCH / MANAGER (DATE / TIME SPECIFIED IN THE MAIN DOCUMENT).
13. E-Tender Form and EMD shall be submitted on or before DATE AND TIME SPECIFIED IN THE MAIN DOCUMENT.
14. The eligible bidders will be allocated user name and password by the Bank's consultants and a Demo e -Auction will be conducted.
15. E-Auction will be conducted on (DATE) between (TIME) and (END TIME) NOTED MORE IN DETAIL IN THE MAIN DOCUMENT. The successful bidder will be announced on the conclusion of the bid process.

## TENDER CUM AUCTION DOCUMENT

16. The closing time of the bid shall be extended by 3 minutes from the time of last bid. The bid process shall be termed completed only if there is no other bid for period of last -3- minutes.
17. The successful bidder shall deposit 25% of the bid amount (less the EMD) immediately on the sale being confirmed in their favour.
18. EMD shall be returned to the unsuccessful bidder on completion of the bidding process as mentioned in the main document.
19. EMD shall be forfeited in case of non-participation.
20. Sale Certificate shall be issued in favour of successful bidder on receipt of full payment of the bid amount.
21. In the event of successful bidder withdrawing from the transaction, the EMD along with money paid till date shall be forfeited.
22. Bidders are advised to visit the website (NOTED MORE IN DETAIL IN THE MAIN DOCUMENT) for auction bid form and detailed terms and conditions.
23. EMD / bid amount may be transmitted to the Bank by the prospective purchaser(s) through RTGS to Account at Indian Bank, Ethiraj Salai Branch, A/c.No.6120612786, (IFS Code is IDIB000C032) as mentioned in the main document.
24. Intending bidders must hold a valid digital certificate.
25. The sale will be made on line by e auction through website.
26. The EMD shall be refunded, without interest, if the bid is not successful.
27. Demo e-auction process will be conducted by the Bank's authorized consultants for familiarization and allocation of user name / password to eligible prospective bidders for access to the e-Auction at the specified date and time.
28. On-line bidding will commence from the highest bid quoted among the bids and the minimum increase for each bid will be Rs.10000/-
29. On acceptance of the highest bid/tender/offer, the successful bidder/ tenderer shall remit the initial deposit of 25% of the bid amount (less the EMD already remitted) immediately and the balance bid amount shall be remitted within 15 days of confirmation of sale communicated in writing and / or email, without necessitating any notice. In case of failure to remit the 25% as indicated supra, the EMD amount deposited will be forfeited and failure to pay the balance amount of 75% within the stipulated/extended time as the case may be will entail forfeiture of the 25% remitted.
30. The sale certificate will be issued in the name of the successful bidder(s)/Applicant(s) only, after payment of the entire bid amount and other charges, if any.
31. The successful bidder should bear the charges / fee payable for conveyance such as registration fee, stamp duty etc., as applicable as per law.
32. The authorised Officer has the absolute right to accept or reject the bid or postpone or cancel the sale, as the case may be.
33. The properties are generally sold on 'as is where is basis" condition. The purchasers should make their own enquiries regarding any statutory liabilities, arrears of property tax, electricity dues, etc., of the company by themselves before participating in the auction.
34. The prospective bidders can inspect the property on prior appointment with the Bank or its consultants.