# **Loan Collection & Recovery Department Hyderabad Division**



LCRDHYD/VWDB/SN-54/SVT/

/2024-25

27<sup>th</sup> November 2024

#### NOTICE OF SALE THROUGH PRIVATE TREATY

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).

Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the below described immovable property mortgaged/charged to the Federal Bank Ltd (Secured Creditor), the possession of which has been taken by the Authorised Officer of The Federal Bank Ltd (Secured Creditor), will be sold on "AS IS WHERE IS", "AS IS WHAT IS", "WHATEVER THERE IS" and "WITHOUT RECOURSE BASIS" on **18.12.2024** for recovery of aggregate amount of ₹.4,25,96,053.42/- (Rupees Four Crore Twenty Five Lakhs Ninety Six Thousand Fifty Three and paise Forty Two only) being the amount due under CC General Loan A/c No. 14605500001201 as on 31-07-2018 and as per claim in Original Application No. 952 of 2018 before Hon'ble Debts Recovery Tribunal – Visakhapatnam and together with future interest from 01-08-2018 till payment and costs and other charges. The total outstanding dues including accrued interest as on 17-10-2024 are ₹.10,56,49,635/- (Rupees Ten Crores Fifty Six Lakhs Forty Nine Thousand Six Hundred Thirty Five only) to The Federal Bank Ltd, Vijayawada / Patamata Branch from (1) M/s. Sri Vijaya Lakshmi Traders, 4/3/45/1, Nallapadu Road, Nallapadu, Guntur, Andhra Pradesh - 522005 represented by its Proprietor: Mrs. Devagiri Ramanujamma (2) Mrs. Devagiri Ramanujamma, W/o. Devagiri Srinivasa Reddy, H No.2-2-18, Stamballagaruvu, Guntur, Andhra Pradesh - 522007., Also at: H. No. 2-6-8, Park Lane, Stamballagaruvu, Pattabhipuram, Guntur, Andha Pradesh - 522006. (3) Mr. Devagiri Srinivasa Reddy, H No.2-2-18, Stamballagaruvu, Guntur, Andhra Pradesh-522007., Also at: H. No. 2-6-8, Park Lane, Stamballagaruvu, Pattabhipuram, Guntur, Andha Pradesh - 522006. (4) Mrs. Arimanda Savitri, Flat No.302, Amulya White Classic Apts. 4th line, SVN Colony, Guntur, Andhra Pradesh – 522007.,

# **DESCRIPTION OF THE MORTGAGED IMMOVABLE PROPERTIES**

#### Schedule - I

All that part and parcel of land, admeasuring 40 cents equivalent to 1936 Sq yards in Re-survey No.D No.30/D situated at Ankireddypalem Village, Nallapadu Sub-Division, Guntur District bounded by North:Property of Devagiri Srinivasa Reddy, South: Land belongs to D No.43/B and East: Property of Syamala Tulasamma and West: Property of Devagiri Chenna Kesava Reddy and more fully described in the Sale deed No.2877/1995, dated 20.03.1995 SRO Nallapadu.

## Schedule - II

All that part and parcel of land admeasuring 133 Sq yards equivalent to 111.18 Sq Mtrs, Plot No. 11 in Re-Survey No. D No.29 situated at Ankireddy Pallem Village, Nallapdu Sub Division, Guntur District bounded by North:40 feet Road, South:Others Property, East: Plot No,10 and West: Plot No.12 and more fully described in the Sale deed No.8877/2011 dated 29.09.2011, SRO Nallapadu.

### Schedule - III

All that part and parcel of land, admeasuring 40 cents equivalent to 1936 Sq yards in Re-survey No.D No.30/D situated at Ankireddy Pallem Village, Nallapadu Sub Division, Guntur District bounded by North: Property of

Devagiri Sambi Reddy, South: Property of Devagiri Ramanujamma, East: Property of Syamala Sundara Ramireddy and West: Property of Devagiri Chenna Kesava Reddy and more fully described in the Sale deed No.193/2001 dated 25.01.2001, SRO Nallapadu.

# **Terms and Conditions**

- 1. The Reserve Price below which the property will not be sold is Rs.2,75,00,000/- (Rupees Two Crores Seventy Five Lakhs Only) and the EMD amount is Rs.27,50,000/- (Rupees Twenty Seven Lakhs Fifty Thousand Only).
- 2. Sale through Private Treaty will be on "AS IS WHERE IS" and "AS IS WHAT IS" and "WHATEVER THERE IS" and "WITHOUT RECOURSE" basis.
- 3. The intending purchasers shall submit /send applications to the undersigned at his office at The Federal Bank Ltd, Branch Hyderabad Division, H. No. 8-3-903/10, Plot No. 20, 4<sup>th</sup> Floor, GVR Legend, Nagarjuna Nagar Colony, Yella Reddy Guda, Hyderabad-500004, Email: <a href="hydlcrd@federalbank.co.in">hydlcrd@federalbank.co.in</a> with their tender, quoting the price offered by them in a sealed cover along with KYC Details (*PAN & AADHAR*) and Demand Draft/RTGS details favoring The Federal Bank Ltd. payable at Hyderabad (RTGS details: The Federal Bank Ltd, Br. LCRD Hyderabad Division, Account No. 06012200000015 IFSC Code FDRL0000601.)
- 4. Sealed applications with 10 % EMD (Earnest Money Deposit) shall be submitted on or before 18.12.2024 before 12:00 Noon. Applications without EMD as afore stated will be summarily rejected.
- 5. The application with highest offer will be declared as successful applicant and he/she has to deposit 25% of sale consideration on the same day or latest by next working day, the balance 75% within 15days, failing which the entire deposit made by him/her shall be forfeited without any notice and the property concerned will be re-sold.
- 6. EMD amount shall be adjusted in case of the highest/successful applicant. In the event of non-acceptance of offer of purchase by the bank; EMD will be refunded without any interest.
- 7. To the best of knowledge and information of the Authorised Officer, there is no encumbrance on the property. However, the intending bidders should make their own independent inquiries regarding the encumbrance, title of property put on auction/sale and claims/rights/dues/affecting the property prior to submitting their bid. The auction/sale advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank.
- 8. The private treaty advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank. The property being sold with all the existing and future encumbrance whether known or unknown to the Bank. The Authorised officer/secured creditor shall not be responsible in any way for any third-party claims/rights/dues.
- 9. The purchaser shall not be entitled to make any claim against the Authorized Officer/Secured Creditor in this regard later.
- 10. The interested parties may contact the Authorized Officer for further information/clarifications and for submitting their application.
- 11. In the event of receipt of more than one application, Bank will accept the application with the highest offer. If the highest applicant fails to deposit the remaining amount in terms of clause 5 above, then the Bank may request & accept the second higher offer.
- 12. The Authorised officer has absolute right to accept or reject the application/all or any application including the highest application or adjourn/postpone the sale without assigning any reason. The decision of the Authorised Officer/Bank shall be final.
- 13. The sale certificate shall be issued after receipt of entire sale consideration and confirmation of sale by secured creditor. The sale certificate will be issued in the name of the successful applicant only.
- 14. It shall be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid. The intending purchasers can inspect the property on 07/12/2024 between

- 02:00 PM & 05:00 PM and the intending purchasers who wish to inspect the property and/or for further Details/conditions may contact LCRD/Hyderabad Division (8951644789, 9550412226;)
- 15. All the payments shall be made in the form of DD drawn in favour of The Federal Bank Ltd, payable at Hyderabad or by way of RTGS, Bank details are: The Federal Bank Ltd, LCRD Hyderabad Division, Account Number 06012200000015, IFSC Code FDRL0000601.
- 16. The successful bidder shall bear the entire charges/fees payable for conveyance such as stamp duty, registration fee etc as applicable as per law. The buyer should satisfy himself/herself/itself as to the title, ownership, statutory approvals, extent etc of the properties before participation in sale through private treaty. The buyer shall bear dues payable to association/maintenance dues, electricity dues, property tax etc to any statutory bodies.
- 17. The Physical possession of the property shall be handed over to the Successful bidder only after completion of all the legal formalities. The Bank shall neither be responsible for any delay in this regard nor liable for payment of any interest on the deposited amount.
- 18. The sale certificate shall be issued after receipt of entire sale consideration and confirmation of sale by secured creditor. The sale certificate shall be issued in the name of the successful bidder/applicant. No request for change of name in the sale certificate other than the person who submitted the bid/participated in sale through private treaty will be entertained.
- 19. The Stamp Duty, Registration Charges, etc. as per relevant laws for the sale certificate shall be borne by the successful bidder/applicant. The Sale Certificate will not be issued pendency of any stay by the DRT/DRAT against the Bank/issuance of Sale Certificate. The deposit made by the successful bidder, pending execution of Sale Certificate, will be kept in non-interest-bearing account. No request for return of deposit either in part or full/cancellation of sale will be entertained.
- 20. This sale will attract the provisions of sec 194-IA of the income Tax Act.
- 21. The borrowers/guarantors named above may treat this as statutory notice as stipulated in Rule 8 (6) and Rule 9(1) of the said rules and pay the secured debt in full to avoid the sale of property.

For The Federal Bank Ltd.

Dated this the 27th day of November 2024 at Hyderabad

(Authorised Officer under SARFAESI Act).