



PATNA Branch
Exhibition Road, Patna

By Regd Post & Courier

To,

Borrower/s .

1. The Borrower /s

M/s M M Agro Ventures Pvt Ltd,

Having Registered Office :-

Office Address at - **M/s M M Agro Ventures Pvt Ltd**, 6 B/26, Tilak Marg
North of S K Puri Patna - 800013, Bihar.

Unit Address at:-

M/s M M Agro Ventures Pvt Ltd, Mauza Kuwhi, Near Sona Bricks,
P.S. Barharia, Dist –Siwan.

Represented by its Director :-

1. (a) Mr. Mitesh Kumar S/o Mannu Prasad, Corresponding Address at House No 6
B/26, Tilak Marg, North of S K Puri, Patna, Bihar-800013.
2. **Guarantor/(S)**
2. (a) **Mr. Mitesh Kumar**, S/o Mannu Prasad, Corresponding Address at House No 6
B/26, Tilak Marg, North of S K Puri, Patna, Bihar-800013 known as Guarantor,

2. (b) Mr. Subesh Kumar S/o Mannu Prasad, Flat No 1102, First Floor, Block B ,
“Janapriya Lake View Phase 2”Survey No . 26/2, Kodichikkanahalli Village, Begur
Hobli, Bangalore South Taluk, Bangalore -560076 known as Guarantor

2. (c) Mr. Nitesh Kumar S/o Mannu Prasad Flat No 1102, First Floor, Block B ,
“Janapriya Lake View Phase 2”Survey No . 26/2, Kodichikkanahalli Village, Begur
Hobli, Bangalore South Taluk, Bangalore -560076 known as Guarantor,

2. (d) “Estate of the deceased Mrs. Manju Sinha, represented by:

1. **Mr. Mitesh Kumar (Son)** Corresponding Address at House No 6
B/26, Tilak Marg, North of S K Puri, Patna, Bihar-800013 .
2. **Mr. Subesh Kumar (Son)** Flat No 1102, First Floor, Block B , “Janapriya Lake
View Phase 2”Survey No . 26/2, Kodichikkanahalli Village, Begur Hobli,
Bangalore South Taluk, Bangalore -560076
3. **Mr. Nitesh Kumar (Son)** Flat No 1102, First Floor, Block B , “Janapriya Lake
View Phase 2”Survey No . 26/2, Kodichikkanahalli Village, Begur Hobli,
Bangalore South Taluk, Bangalore -560076
4. **Mr. Munesh Kumar (Son)** Village Hardiya , Post Hardiya , P.S – Barhariya, Sub
Registry and Dist – Siwan , Bihar,Pin – 841226 ,

Dear Sir/Madam,

Sub: **Subsequent Sale Notice of 15 days for sale of immovable secured assets under Rule 8 of the Security Interest (Enforcement) Rules, 2002.**

Ref: Our Previous Sale Notice dated 23.05.2019.

1. Corporation Bank, **PATNA BRANCH, EXHIBITION ROAD, PATNA,,** the secured creditor, caused a demand notice dated **11.06.2018** under Section **13(2)** of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002, calling upon you to pay the dues within the time stipulated therein. Since you failed to comply with the said notice within the period stipulated, the Authorised Officer has taken possession of the immovable secured assets under Section **13(4)** of the Act read with Rule 8 of Security Interest (Enforcement) Rules, 2002. Possession notice dated **17.08.2018** for property:-

Description of the Immovable Property

Property No. 1

All that part and parcel of Landed Property inclusive of factory shed and building situated at land measuring 1 Bigha 10 Khatas 12 Dhurs [4122.68 Sq Mtr] Under Khata no 5 Plot No 881, Mauza: Kuwhi, Tauzi No : 1092 Thana No 330 Anchal : Barhariya , Dist – Siwan .

Boundary of Plot No : 881 1 Bigha 10 Khatas 12 Dhurs

North: Plot No : 886,867& 869 South: Bandh

East : Bandh West : Pankaj Srivastav and other Number Plaza

And **PLANT & MACHINERIES**

Property No. 2

All that part and parcel of Landed Property measuring 1 Bigha, 19 Kathas 9 Dhurs [146.79 decimals] under Khata No 5, Survey Plot No: 990 and KhataNo: 5 Survey Plot no: 1002 Mauza Kuwhi, Tauzu No: 1092 Thana No: 330 Anchal Barhariya, District- Siwan.

Boundary of Plot No :990 1 Bigha 1 Khata 12 Dhurs

North :- Janardan Prasad

South :- Number Haza

East : Plot No : 988 & 989

West : Bandh

Boundary of Plot No :1002 17 Khatas 17 Dhurs

North : Survey Plot No : 1013

South : Number Haza

East : Survey Plot No 1010

West : Bandh

issued by the Authorised Officer, as per appendix IV to the Security Interest (Enforcement)) Rules, 2002 was delivered to you and the same was also affixed to the properties mortgaged with the Secured Creditor, apart from publication of the same in newspapers. Please note that you were informed about your right to redeem the property within the time available under Section 13(8) of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, which you have failed to honour.

2. As you have failed to clear the dues of the secured creditor, the immovable secured assets that have been taken possession by the Authorised officer, will be sold by holding public E-auction on **08.08.2019** at 11.45 AM to 1.15 PM by inviting Bids from the public through online on <https://corpbank.auctiontiger.net>

3. You are also requested to ensure participation by parties interested in buying the immovable secured assets in the sale as proposed above.

4. A copy of the terms of sale is enclosed for your reference. Please note that the Auction will be conducted through E-Auction mode on the date and time mentioned in the enclosed terms of sale.

Yours faithfully

Place : Patna
Date:...19.07.2019...

AUTHORISED OFFICER

CORPORATION BANK

Encl: Terms of sale

**AUCTION SALE OF IMMOVABLE ASSETS UNDER SECURITY INTEREST
(ENFORCEMENT) RULES, 2002 through E-Auction**

E-AUCTION APPLICATION FORM
FOR THE PROPRTY

3. Name of the Bidder (s) (in capitals) :
2. Father's/Husband's Name :
3. Date of Birth & Age :
4. Postal Address of Bidders (proof to be enclosed) :
5. Phone Nos. : Landline :
Mobile :
6. E-Mail ID of Bidder/Participant :
7. Bank account details to which EMD amount is to be
Refunded :
Type of Account : Saving/Current/CC
Name of A/c Holder :
Bank A/c No. :
IFSC Code No. :
Bank & Branch Name :
8. PAN Number of Bidder (copy to be enclosed) :
9. EMD remittance details :
Date of remittance details :
Name of Bank & Branch :
Account No. :
IFSC Code No.

DECLARATION

I, _____ s/o Sri _____, aged about _____ years, R/o _____ do hereby express my interest for participation in e-auction being conducted by, Corporation Bank, **PATNA BRANCH, EXHIBITION ROAD, PATNA** for purchase of the property and declare that I have read, understood and agree to all the terms and conditions of e-Auction sale and shall abide by them. In the event, I am not being declared as successful bidder in the e-Auction, the EMD amount paid by me may be credited to my Bank Account furnished herein above.

(Signature of the Bidder/s)

Note: 1. In case of multiple bidders, the details shall be given in a tabular form on a separate sheet.

2. Auction Application Form duly filled in may be submitted to Corporation Bank, **PATNA BRANCH, EXHIBITION ROAD, PATNA** by **07.08.2019** and / or uploading the form along with scan copy of identity proof with E Auction portal as specified in the terms of sale for getting qualified to participate in the e-auction. If there are more than one property, the said requirements to be made on each property.

Encl: Terms of sale

TERMS AND CONDITIONS OF SALE OF IMMOVABLE SECURED ASSETS:

<p>1.Name and address of the Borrower and Guarantor</p>	<p>Borrower/s .</p> <p>M/s M M Agro Ventures Pvt Ltd,</p> <p>Having Registered Office :-</p> <p>Office Address at - M/s M M Agro Ventures Pvt Ltd, 6 B/26, Tilak Marg North of S K Puri Patna - 800013, Bihar.</p> <p>Unit Address at:-</p> <p>M/s M M Agro Ventures Pvt Ltd, Mauza Kuwhi, Near Sona Bricks, P.S. Barharia, Dist –Siwan.</p> <p>Represented by its Director :-</p> <p>3. (a) Mr. Mitesh Kumar S/o Mannu Prasad, Corresponding Address at House No 6 B/26, Tilak Marg, North of S K Puri, Patna, Bihar-800013.</p> <p>3. Guarantor/(S)</p> <p>4. (a) Mr. Mitesh Kumar, S/o Mannu Prasad, Corresponding Address at House No 6 B/26, Tilak Marg, North of S K Puri, Patna, Bihar-800013 known as Guarantor,</p>
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2. (b) Mr. Subesh Kumar S/o Mannu Prasad, Flat No 1102, First Floor, Block B ,
“Janapriya Lake View Phase 2”Survey No . 26/2,
Kodichikkanahalli Village, Begur Hobli,
Bangalore South Taluk, Bangalore -560076
known as Guarantor

3. **(c) Mr. Nitesh Kumar S/o Mannu Prasad** Flat No 1102, First Floor,
Block B ,“Janapriya Lake View Phase
2”Survey No . 26/2, Kodichikkanahalli
Village, Begur Hobli, Bangalore South
Taluk, Bangalore -560076 known as
Guarantor,

4. (d) “Estate of the deceased Mrs. Manju Sinha, represented by:

5. **Mr. Mitesh Kumar (Son)**
Corresponding Address at House No
6
B/26, Tilak Marg, North of S K Puri,
Patna, Bihar-800013 .

6. **Mr. Subesh Kumar (Son)** Flat No
1102, First Floor, Block B ,
“Janapriya Lake View Phase
2”Survey No . 26/2,
Kodichikkanahalli Village, Begur
Hobli, Bangalore South Taluk,
Bangalore -560076

7. **Mr. Nitesh Kumar (Son)** Flat No
1102, First Floor, Block B ,
“Janapriya Lake View Phase
2”Survey No . 26/2,
Kodichikkanahalli Village, Begur

	<p>Hobli, Bangalore South Taluk, Bangalore -560076</p> <p>8. Mr. Munesh Kumar (Son) Village Hardiya , Post Hardiya , P.S – Barhariya, Sub Registry and Dist – Siwan , Bihar,Pin – 841226 ,</p>
2.Name and address of the Secured Creditor :	Corporation Bank, Exhibition Road, Patna
3. Description of immovable secured assets to be Sold	
<p>Property No. 1</p> <p>All that part and parcel of Landed Property inclusive of factory shed and building situated at land measuring 1 Bigha 10 Khatas 12 Dhurs [4122.68 Sq Mtr] Under Khata no 5 Plot No 881, Mauza: Kuwhi,Tauzi No : 1092 Thana No 330 Anchal : Barhariya , Dist – Siwan .</p> <p>Boundary of Plot No : 881 1 Bigha 10 Khatas 12 Dhurs</p> <p>North: Plot No : 886,867& 869 South: Bandh</p> <p>East : Bandh West : Pankaj Srivastav and other Number Plaza</p> <p>And PLANT & MACHINERIES</p>	
<p>Property No. 2</p> <p>All that part and parcel of Landed Property measuring 1 Bigha, 19 Kathas 9 Dhurs [146.79 decimals] under Khata No 5, Survey Plot No: 990 and KhataNo: 5 Survey Plot no: 1002 Mauza Kuwhi, Tauzu No: 1092 Thana No: 330 Anchal Barhariya, District- Siwan.</p> <p>Boundary of Plot No :990 1 Bigha 1 Khata 12 Dhurs</p> <p>North :- Janardan Prasad South :- Number Haza</p> <p>East : Plot No : 988 & 989 West : Bandh</p>	

Boundary of Plot No :1002 17 Khatas 17 Dhurs	
North : Survey Plot No : 1013	South : Number Haza
East : Survey Plot No 1010	West : Bandh
4. The details of encumbrances, if any known to the Secured Creditor	Nil
5. Last date for submission of EMD	On or before 07.08.2019 before 5.00 PM
6. Date & Time of auction	08.08.2019 , 11.45 AM to 1.15 PM (with 10 min unlimited auto extensions) E-auction website- https://corpbank.auctiontiger.net
7. The secured debt for the recovery of which the immovable secured asset is to be sold:	Rs 6,04,57,981.00 (in words Rs. Six Crore Four Lakh Fifty Seven Thousand nine hundred Eighty One only) as on 11.06.2018 with further interest, cost & expenses
8. Reserve price @ first time 10% reduction after 85% of average value in Property I & II, 75% of Plant & Machineries for the properties below which the immovable property may not be sold:	For Property No. 1 Rs. 4,45,00,000/- (Four Crore fourty five lakh only) For Plant & Machineries- Rs. 49,09,000/- (Rs. Fifty lakh sixty two thousand seven hundred fifty only)
	For Property No.2 Rs 1,50,00,000/- (One crore fifty Lakh Only)

9.The intending bidder shall deposit with the Authorised Officer an amount equivalent to 10% of reserve price by way of Earnest Money Deposit in the account of Authorised Officer, Corporation Bank, **Exhibition Road, Patna** by Demand Draft or NEFT/RTGS or through Internet payment to account No. **032300201999952** and IFSC Code **CORP0000323**, **simultaneously bidder has** to submit the e-bid form available on **E-Procurement Technologies Limited (Auction Tiger)A-801, Wall Street-II, opp. Orient Club, Nr. Gujarat College, Ellis bridge, Ahemdabad-380006** website/ before the date and time mentioned above and shall obtain written receipt thereof from the branch/Authorised Officer. The intending bidders shall mention the property Item i.e. **“(No 15 Furnish the name of the account or Mortgagor. If more than one property the same may be described as Item Sl. No. 1, 2 and 3 in the Column No. 3)”**for which the EMD has been tendered.

10. Full name and address of the bidder with their identity proof and PAN card has to be furnished while filling up the e-bid form on Auction tiger’s website. <https://corpbank.auctiontiger.net>

11. Bank, the Secured Creditor, reserves the right to accept / reject the highest bid without assigning any reason thereof or to cancel the sale.

12. In case of bidding the same shall not be less than Rs**10,000/-**in excess of highest bid amount or the immediate preceding bid, as the case may be with multiple increment value of Rs.**10,000/-**

13. The sale will be confirmed in favour of the highest bidder and the confirmation of sale shall be subject to the confirmation by the Secured Creditor. In case of single bid received, the sole bidder shall be declared as the successful bidder.

13.1 Bids once made shall not be cancelled or withdrawn.

14. The successful bidder so declared by the Authorised Officer shall deposit 25% of the Sale Price (inclusive of EMD) in Cash/DD/RTGS/NEFT/Internet transfer /Cheque subject to realisation, immediately on the sale day or not later than next working day and the balance 75% of the Sale Price on or before 15th day of confirmation of Sale or within such extended period as agreed upon in writing not exceeding 3 months.

14.1 In case of failure to participate in the auction by logging into the online bidding portal or in the event of failure of the successful bidder to tender 25% (15%+EMD), of the sale price as per the terms of Sale, the EMD deposited by him shall be forfeited to secured creditor and the bid accepted shall stand cancelled automatically.

15. In default of payment of balance amount of purchase price before 15 days from the date of confirmation of sale by the Secured Creditor or such

extended period as may be mutually agreed upon between the parties (not exceeding 3 months) the deposit of 25% of the amount of sale price made shall be forfeited and the property shall forthwith be sold again and the defaulting purchaser shall forfeit all claim on the property or to any part of the sum for which it may be subsequently sold.

16. On confirmation of sale by the secured creditor and if the terms of payment have been complied with by the successful tenderer / bidder, the Authorised Officer shall issue a certificate of sale of immovable property in favour of the purchaser in Appendix-V to the Security Interest (Enforcement) Rules, 2002.

17. The Authorised Officer may, where the property sold is subject to any encumbrances, if he thinks fit, allow the purchaser to deposit with him the money required to discharge the encumbrances and any interest due thereon together with such additional amount that may be sufficient to meet the contingencies or further costs, expenses and interest as may be determined by him.

18. On such deposit of money for discharge of encumbrances, the Authorised officer may issue or cause the purchaser to issue the notices to the persons interested in or entitled to the money deposited with him and take steps to make the payment accordingly

19. Legal charges for conveyance, stamp duty and registration charges as applicable will be borne by the successful bidder.

20. The Authorised Officer will deliver the property on the basis of symbolic/physical possession taken **(Symbolic)**, to the purchaser free from encumbrances, known to the Secured Creditor on deposit of money by the purchaser towards the discharge of such encumbrances.

21. The certificate of sale will be issued specifically mentioning whether the purchaser has purchased the immovable/movable secured assets free from any encumbrances known to the secured creditor or not.

22. The unsuccessful Bidders who have deposited EMD shall be entitled to have the same refunded without any interest immediately after the confirmation of sale by the Authorised Officer in favour of successful bidder.

23. If the Borrower were to pay to the Authorised Officer the entire amount due, with the up-to-date expenses including the expenses in taking possession and conducting the sale, to the secured creditor before e-Auction, the sale by E auction may be cancelled by the Authorised Officer.

24. The above movable/immovable secured assets will be sold in **“As is where is”, “As is What is” and “whatever there is”** condition.

24.1 The Sale shall be subject to the outcome of SA No:...../..... pending before **(Refer No. 24, delete/omit if not applicable)**

25. The intending bidders may, if they choose, after taking prior appointment from the Authorised Officer, inspect the immovable/movable secured assets to be sold before the date of E-Auction.

26. The entire sale consideration shall be exclusively available for appropriation towards dues to the Bank and it is exclusive of encumbrances of all statutory dues and other dues if any, all of which have to be paid / settled by the proposed purchaser out of his own sources.

27. The E-auction will be conducted through portal <https://corpbank.auctiontiger.net> on **08.08.2019** from 11.45 AM to 1.15 PM with unlimited extension of 10 Min. The intending bidder is required to register their name at **E-Procurement Technologies Limited (Auction Tiger)A-801, Wall Street-II, opp. Orient Club, Nr. Gujarat College, Ellis bridge, Ahemdabad-380006** and get user ID and password free of cost and get training / on-line training on E-Auction from **E-Procurement Technologies Limited (Auction Tiger)A-801, Wall Street-II, opp. Orient Club, Nr. Gujarat College, Ellis bridge, Ahemdabad-380006**, Contact No. Cell No 08877919222, 09978591888, PhoneNo+079-40230826/ 825/ 826/ 831/ 800, Fax no +91 79-40230 847, Email id:- bihar@auctiontiger.net, rikin@auctiontiger.net & support@auctiontiger.net

28. To the best of Information and Knowledge of the Authorised Officer, there is no encumbrance on the property. However the intending bidders should make their own independent enquiry regarding the encumbrances, title of the property put on auction and the claims / rights/ dues affecting the property, prior to submitting their bid. The E Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank to sell the property and the Authorised Officer has right to cancel the auction without assigning any reason. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party claims/rights/dues.

Place **PATNA**
DATE:- **19.07.2019**

AUTHORISED OFFICER

CORPORATION BANK