KOTAK MAHINDRA BANK LTD.

PUBLIC NOTICE FOR AUCTION CUM SALE

Registered Office: - 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051.

Corporate identity No. L65110MH1985PLC038137). Regional Office, Kotak Mahindra Bank Ltd., 57- Krishna Tower, Sardar Patel Marg, C-Scheme, Jaipur-302001

Notice is hereby given to the public in general and in particular to the Borrower/Guarantor that the below described immovable property mortgaged to the Authorised Officer of Kotak Mahindra Bank Ltd, the Physical Possession of which has been taken by the Authorised Officer of Kotak Mahindra Bank Ltd, will be sold on **"AS IS WHERE IS", "AS IS WHAT IS"** and **"WHATEVER THERE IS"** on 25.01.2019, for recovery of Rs.2,11,38,179.46 due to the Secured Creditor from Mr. Rajesh Mall (Borrower & Mortgagor), Ms. Kusum Mall (Borrower & Mortgagor), M/s Sri Madangopal Bhikamchand Marketing Pvt. Ltd. (Co-Borrower), The Reserve Price will be Rs. 2,93,00,000/- and the earnest money deposit will be Rs. 29,30,000/-, particulars of which are given below:-

Name of the Borrower(s) / Mortgagor(s) / Guarantor(s)	Demand Notice Date and Amount	Description of the Immovable property	Reserve Price	Earnest Money Deposit (EMD)	Date of Inspection of Immovable property
1. Mr. Rajesh Mall (Borrower & Mortgagor), 2. Ms. Kusum Mall (Borrower & Mortgagor), 3. M/s Sri Madangopal Bhikamchand Marketing Pvt. Ltd. (Co-Borrower) (Loan Account No. ILAP29379 & ILAP9618)	**29.12.2017** **Rs. 2,11,38,179.46** (Rupees Two Crore Eleven Lacs Thirty Eight Thousand One Hundred Seventy Nine and Forty Six Paisa Only)	All the piece and parcel of the immovable property bearing Plot No. 14, Sharda Colony, Queens Road, Khatipur, Jaipur Land Area:- 420 sq. yds. Construction:- G+1	**Rs. 2,93,00,000/-** (Rupees Two Crore Ninety Three Lacs Only)	**Rs. 29,30,000/-** (Rupees Twenty Nine Lacs Thirty Thousand Only)	**23.01.2019, 1100 hrs - 1400 hrs** **Last Date for Submission of Offers / EMD** **24.01.2019 till 5.00 pm.** **Date/ time of Auction** **25.01.2019, 1100 hrs -1300 hrs**

Important Terms & Conditions of Sale:

(1) The property/documents can be inspected on the above given date and time with the Authorised Officer of Bank.
(2) Bid document/Form containing all the general terms and conditions of sale can be obtained from Authorised Officer on any working day during office hours at Bank's Regional Office mentioned herein above. The intending bidders should send their sealed bids on the prescribed Bid Form to Authorised Officer of Bank.
(3) Bid must be accompanied with EMD (being 10% of the Reserve Price) by Demand Draft drawn in favour of **"Kotak Mahindra Bank Ltd."**, payable at Jaipur on or before **24.01.2019 till 5.00 p.m** at the above mentioned Regional office of Bank. Bids that are not filled up or Bids received beyond last date will be considered as invalid Bid and shall accordingly be rejected. No interest shall be paid on the EMD. Once the bid is submitted by the Bidder, the same cannot be withdrawn.
(4) The sealed bids will be opened on **25.01.2019 at 11:00 hrs -13:00 hrs** at the above mentioned Regional Office of Bank in the presence of the bidders present at that time and thereafter the eligible bidders may be given an opportunity at the discretion of the Authorised officer to participate in inter-se bidding to enhance the offer price.
(5) The bid price to be submitted shall be above the Reserve Price and the bidder shall further improve their offer in multiple of Rs.50,000/-. The property will not be sold below the Reserve Price set by the Authorised Officer.
(6) The successful bidder is required to deposit 25% of the sale price (inclusive of EMD) immediately not later than next working day by Demand Draft drawn in favour of Kotak Mahindra Bank Ltd., payable at Jaipur and the balance amount of sale price shall be paid by the successful bidder within 15 days from the date of confirmation of sale by Bank. The EMD as well as Sale Price paid by the interested bidders shall carry no interest. The deposit of EMD or 25%, whatever the case may be shall be forfeited by the Bank, if the successful bidder falls to adhere to the terms of sale or commits any default.
(7) On Compliance of terms of sale, Authorised Officer shall issue "Sale Certificate" in favour of highest bidder. All the expenses related to stamp duty, registration Charges, Conveyance, VAT, TDS etc. to be borne by the bidder/purchaser.
(8) Bank does not take any responsibility to procure any permission/NOC from any Authority or under any other law in force in respect of property offered or any other dues i.e. outstanding water/electric dues, property tax or other charges if any.
(9) The successful bidder shall bear all expenses including pending dues of any Development Authority if any/taxes/utility bills etc. to Municipal Corporation or any other authority/agency and fees payable for stamp duty/registration fee etc. for registration of the 'Sale Certificate'.
(10) The Authorised Officer reserves the absolute right and discretion to accept or reject any or all the offers/bids or adjourn/cancel the sale without assigning any reason or modify any terms of sale without any prior notice.
(11) To the best of its knowledge and information, the Bank is not aware of any encumbrances on the property to be sold except of Bank. Interested parties should make their own assessment of the property to their satisfaction. Bank does not in any way guarantee or makes any representation with regard to the fitness/title of the aforesaid property. For any other information, the Authorised Officer shall not be held responsible for any charge, lien, encumbrances, property tax or any other dues to the Government or anybody in respect to the aforesaid property.
(12) Further interest will be charged as applicable, as per the Loan documents on the amount outstanding in the notice and incidental expenses, costs, etc., is due and payable till its realization.
(13) The notice is hereby given to the Borrower (s) / Mortgager(s)/ Guarantor(s), to remain present personally at the time of sale and they can bring the intending buyers/purchasers for purchasing the immovable property as described herein above, as per the particulars of Terms and Conditions of Sale.
(14) The immovable property will be sold to the highest bidder. However, the undersigned reserves the absolute discretion to allow inter se bidding, if deemed necessary.
(15) Bank is not responsible for any liabilities upon the property which is not in the knowledge of the Bank.

The Borrower (s) / Mortgager(s) / Guarantor(s) are hereby given **STATUTORY 15 DAYS NOTICE UNDER RULE 6(2), 8(6) & 9(1) OF THE SARFAESI ACT** to discharge the liability in full and pay the dues as mentioned above along with upto date interest and expenses with in fifteen days from the date of this notice failing which the Secured Asset will be sold as per the terms and conditions mentioned above. In case there is any discrepancy between the publications of sale notice in English and Vernacular newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity. If the borrower/guarantors/mortgagers pays the amount due to Bank, in full before the date of sale, auction is liable to be stopped.

For other information of the sale, please contact the Authorised Officer Mr. Rajive Agrawal @7291971531 and Mr. Gulrez Khan @9983999012 at above mentioned Regional office of Bank.

Sd/- Mr. Rajive Kumar Agrawal,

Place: Jaipur Date : 04.01.2019

Authorised Officer, **Kotak Mahindra Bank Ltd.**

12 cm x 16 cm