



KOTAK MAHINDRA BANK LIMITED

Registered Office: 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051.
CIN No.L65110MH1985PLC038137. Branch Office: Kotak House, 22, M.G.Road, Bangalore-560001.

APPENDIX-IV-A
[REFER PROVISO
TO RULE 8(6)]

AUCTION CUM SALE NOTICE

Auction Cum Sale Notice for sale of Immovable Assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 6(2) & 8(6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the below described Immovable Properties/ Property mortgaged/ charged to the Secured Creditor, the Symbolic/ Physical Possession of which has been taken by the Authorised Officer of **Kotak Mahindra Bank Limited, (Secured Creditor/ Kotak Mahindra Bank Limited)** will be Sold on "AS IS WHERE IS", AS IS WHAT IS" and "WHATEVER THERE" is on **26.07.2021** for recovery of Bank dues of **Rs.60,89,873.93/- (Rupees: Sixty Lakh Eighty Nine Thousand Eight Hundred Seventy Three and Paise Ninety Three Only)** due and payable to the Secured Creditor in addition to Interest, Costs and charges at contractual rate to the Secured Creditor from **1) M/s. PAGARIYA AGENCIES, Represented by its Proprietor Mr. G Manoj Kumar, No.5, S.V.Lane, Chikkpet, Bangalore-560053 (Borrower), 2) Mr. G.Manoj Kumar Kothari, No.5, S.V.Lane, Chikkpet, Bangalore-560053, Also at: Mr. G. Manoj Kumar Kothari, No. 16/1, "Divakar Deep-1997", 7th cross Road, Rangaswamy Temple Street (RT Street), Chikkpet, Ward No.28, Bengaluru-560053 (Co-Borrower/ Guarantor/ Property Owner), 3) Mrs. Preethi Kothari, No.5, S.V.Lane, Chikkpet, Bangalore-560053 (Guarantor/ Property Owner).**

Short description of Immovable Properties/ Property with known encumbrances and certain terms of the sale:-

Loan Account No.	Name of the Borrower / Co-Borrower(s) / Guarantor (S)	Demand Notice Amount and Date	Inspection Date & Time	Date of Auction & Time	Total Out Standing	Known Encumbrances, If Any,
BBA_WC 112044010749 (CRN No. 33006806)	1.M/s PAGARIYA AGENCIES, Represented by its Proprietor Mr. G Manoj Kumar 2. Mr. G.Manoj Kumar Kothari 3. Mrs. Preethi Kothari	Rs.57,44,327.50/- (Rupees Fifty Seven Lakh Forty Four Thousand Three Hundred Twenty Seven and Paise Fifty Only) dated 29-07-2020	On 20.07.2021 From 11.00 A.M to 3.30 P.M	On 26.07.2021 At 01.00 P.M Onwards	Rs.60,89,873.93/- (Rupees: Sixty Lakh Eighty Nine Thousand Eight Hundred Seventy Three and Paise Ninety Three Only) as on 05-01-2021.	Nil

Details of the Immovable Properties/ Property: All that piece and parcel of the Residential Cum Commercial Property at bearing No. 16/1, "Divakar Deep-1997" Old No.2, then 1/2, PID No.28-87-16/1, 7th cross Road, Rangaswamy Temple Street (RT Street), Chikkpet, Ward No.28, Division No.26, Bengaluru, standing in the name of **Mr. Manoj Kumar**, measuring East to West 30 Feet and North to South 10 feet together with building thereon and bounded on: **East by:** Khata No.16, **West by:** 7th Cross, **North by:** Government Land, **South by:** Khata No.17/1.

Together with all existing building and structures thereon and building and Structures as may be erected/ Constructed there upon any time from/ after the date of respective mortgages and all addition thereto and all fixtures and furniture's and plant and machinery attached to the earth or parentally fastened to anything attached to the earth, both present and future.

Reserve Price (RP)	EMD (10% of RP) and Last Date
Rs.63,24,000/- (Rupees Sixty Three Lakh Twenty Four Thousand Only)	Rs.6,32,400/- (Rupees Six Lakh Thirty Two Thousand Four Hundred Only) on or before 23-07-2021

Details of the Immovable Properties/ Property: All that piece and parcel of the Commercial Flat No.10/11, Old No.9, Late No.9/1 & 10, PID 28-206-10/7, 3rd Floor, "Tulsi Plaza", 3rd Cross, Shanthaveeriah Lane, Ward No.28, Bengaluru standing in the name of **Mrs. Preethi**, land totally measuring 1,759.29 Sqft and bounded on: **East by:** Property of Sundaramma, **West by:** 3rd Cross Shantaveeriah Lane, **North by:** Property bearing No.9 owned by legal heirs of **Sri B.T Umesh**, **South by:** Property of Sri.Seth Chab, now Jain Temple.

Together with all existing building and structures thereon and building and Structures as may be erected/ Constructed there upon any time from/ after the date of respective mortgages and all addition thereto and all fixtures and furniture's and plant and machinery attached to the earth or parentally fastened to anything attached to the earth, both present and future.

Reserve Price (RP)	EMD (10% of RP) and Last Date
Rs.30,25,000/- (Rupees Thirty Lakh Twenty Five Thousand Only)	Rs.3,02,500/- (Rupees Three Lakh Two Thousand Five Hundred Only) on or before 23-07-2021

TERMS AND CONDITIONS OF PUBLIC AUCTION:

1) Sale is strictly subject to the terms and conditions mentioned hereunder as also the terms and conditions mentioned in the offer/ tender document to be submitted by the intending bidders. 2) The Immovable Properties/ Property will be sold on "AS IS WHERE IS, AS IS WHAT IS and WHATEVER THERE IS BASIS" including known encumbrances, if any. The Immovable Properties/ Property under auction can be inspected on the date and time specified herein **20.07.2021 between 11.00 AM and 3.30 P.M.** Further, queries or clarification with respect to bid application form, submission of earnest money deposit (EMD), kindly contact **Authorised Officer of Kotak Mahindra Bank Limited** (contact details mentioned in clause (4)). The Auction can be conducted at branch level as well, in case; there would be any technical glitch or error in conducting auction. However, the Authorised Officer shall have the absolute discretionary right to change or vary the terms and conditions. 3) We have also engaged local marketing Agency/ service providers for doing marketing or searching the prospective bidders/ purchasers which will also assist us in conclusion of auction process as per the provision of SARFAESI Act. 4) The tenderers/ offerers/ prospective bidders/ purchasers should submit their offer along with earnest money deposit (EMD) as referred in column (E) by way of demand draft or pay order favoring **Kotak Mahindra Bank Limited** payable at Bangalore in sealed envelope mentioning "Offer for purchase of the Immovable Properties/ Property/ Property of "M/s PAGARIYA AGENCIES" addressed to the **Authorised Officer, Kotak Mahindra Bank Limited, No.22, M G Road, Bangalore, Karnataka-560001**, so as to reach with our authorized officer/ person **Mr. Ashok Swami Mobile-(+917899372430)** Or by person **Mr. Seshasrinivasan M, Mobile-(+919916855444)** on or before the last date for submission of bids i.e. **23.07.2021 before 5.00 p.m.** The amount of EMD paid by the successful bidder shall be adjusted towards the sale price. 5) Offers that are not duly filled up or Bids below reserve price or offers not accompanied by the EMD or offers received after the above date and time prescribed herein will not be considered/ treated as valid offers, and accordingly shall be rejected. The EMD shall not carry any interest. 6) The Authorised Officer or the Bank shall not be responsible for any charge, lien, encumbrances, or any other dues to the Government or anyone else in respect of properties Auctioned. The Intending Bidder is advised to make their own independent inquiries regarding the encumbrances on the property including statutory liabilities, arrears of property tax, electricity dues etc. 7) Along with offer document, the intending bidder shall also attach a copy of the PAN card issued by the Income Tax department (or Form 60) AND his/ her identity proof and the proof of residence such as copy of the Aadhar card, Passport, Election Commission Card, Ration Card, Driving license etc. 8) The Immovable Properties/ Property shall be sold to the highest bidder/ offerer, subject to acceptance of the bid by the secured creditor/ Authorized Officer of **Kotak Mahindra Bank Limited**. The online/ inter-se bidding for above Immovable Properties/ Property will take place on schedule date and time as mentioned above schedule in column "G". 9) All dues and outgoings, i.e., municipal taxes, maintenance/ society charges, electricity and water taxes or any other dues including all overdue in respect of the said Immovable Properties/ Property shall be paid by the successful bidder(s)/ purchaser. 10) The successful bidder/ purchaser shall have to pay 25% of the sale amount (inclusive of EMD) immediately upon acceptance of the offer by the Authorized Officer in respect of the sale, failing which, the EMD will be forfeited. 11) The Balance 75% of the Sale price shall have to be paid within 15 days of conveying the confirmation of the sale to the successful Purchaser by the Authorized Officer or such extended period as agreed upon in writing by and solely at the discretion of the secured creditor as per Rule-9 of the Security Interest (Enforcement) Rule 2002. In the event of the Default, in payment of the balance 75% of the sale price or any part thereof within the prescribed period, the amount deposited shall be Forfeited and the Secured Creditor will be at liberty to sell the Immovable Properties/ Property once again and the defaulting Purchaser shall forfeit all claims to the Immovable Properties/ Property or to any part of the sum already paid towards the purchase thereof. 12) The Immovable Properties/ Property described herein above shall remain and be at the sole risk of the successful purchaser in all respects including loss or damage by fire or theft or other accidents, and other risk from the date of the confirmation of the Sale by the undersigned Authorized Officer. The successful bidder shall not be entitled to annul the sale on any ground of whatsoever nature. 13) In case final bid amount/ sale consideration of assets is **Rs.50.00 lakhs** or above, the successful bidder shall deduct and remit TDS @1% of bid amount from the sale consideration by giving PAN number of borrower as deducted which can be obtained from authorized officer/ bank after completion of bidding and remaining 99% of sale consideration shall be payable to bank within stipulated time. Hence, the highest successful bidder is bound to deposit TDS @ 1% on purchase of repossessed asset on the PAN of the borrower as per Section (194-IA) of the Income Tax Act 1961. 14) In such cases sale consideration of asset under auction is **Rs.50.00 lakh** or above the successful bidder/ purchaser, on payment of entire sale consideration as above (net of TDS) and on completion of sale formalities, shall be issued a sale certificate for the Immovable Properties/ Property as per format prescribed under SARFAESI Act & Rules 2002 only upon receipt of Challan-cum-statement in form No. 26QB having remitted the TDS. The certificate for TDS in form 16B to be submitted to the bank subsequently. 15) It shall solely be the responsibility of the successful bidder to get the sale certificate registered. All expenses relating to stamp duty, registration charges, transfer charges and any other expenses and charges in respect of the registration of the sale certificate issued in format prescribed under the SARFAESI Act & Rules 2002 for the above referred Immovable Properties/Property shall be borne by the successful bidder/ purchaser. The sale certificate has to be registered at the earliest as per state Law/ Rules regarding transfer else the purchaser has to give the request letter to the secured creditor mentioning the reason of delaying the registration. 16) The Authorized officer is not bound to accept the highest offer or any or all offers and **Kotak Mahindra Bank Limited**, as secured creditor, reserves its right to reject any or all bid(s) without assigning any reasons. In case, the bids are rejected, Authorized officer can negotiate with any of the tendered or intending bidders or other parties for sale of the Immovable Properties/ Property by private treaty. Sale is subject to confirmation by the Secured Creditor/ Authorized Officer of **Kotak Mahindra Bank Limited** and as per amended Security Interest (Enforcement) Rule 2002. 17) No persons other than the intending bidders/ offer themselves, or their duly Authorized representative shall be allowed to participate in the auction/ sale proceedings. However, the sale certificate shall be registered in favor of purchaser only in whose name bid application form has been submitted. 18) The Authorized officer reserves his right to vary any of the terms and condition of this notice for sale, without prior notice, at his discretion & can also avail the services of marketing Agent or service Provider in selling the said repossessed mortgaged Immovable Properties/ Property against their professional fee which will be recovered from the borrower. 19) In case, all the dues of the Bank together with all cost, charges and expenses incurred by the Secured Creditor are tendered by the above name borrower/ co-borrower(s)/ Guarantor(s) at any time on or before the date fixed for sale, then the Immovable Properties/ Property will not be sold and all the bids received from the prospective bidders shall be returned to them without any liability/ claim against **Kotak Mahindra Bank Limited**. 20) This publication is being **1st Auction Sale** also a notice of **30 days** to borrowers/ mortgagor(s) of the assistance about holding of sale on above mentioned date if dues are not re-paid in full. 21) Tendered documents may be collected from local branch of **Kotak Mahindra Bank Limited**. For detailed terms and conditions of the sale, please refer to the link provided in Secured Creditor's website i.e. <https://www.kotak.com/en/bank-auctions.html>. 22) The borrowers/ mortgagor are also hereby informed that they must take delivery of their personal house-hold belongings/ articles lying inside the said mortgaged Properties/ Property under the custody of **Kotak Mahindra Bank Limited**, if any within **30 days** from the date of publication, with prior intimation to **Kotak Mahindra Bank Ltd** failing which the **Kotak Mahindra Bank Ltd** shall have no liability/ responsibility to the same and will dispose of at the risk of borrowers/ mortgagor.

Special Instruction: Bidding in the last movement should be avoided in the bidders own interest as neither the **Kotak Mahindra Bank Ltd.** will be responsible for any lapse/ failure in order to ward of such contingent situations bidders are requested to make all necessary arrangement/ alternatives back-up etc., so that they are able to circumvent such situation and are able to participate in the auction successfully. The auction sale will automatically get closed at the expiry time frame of auction sale as mentioned in column no-G. The Authorized Officer can exercise its discretion to extend the auction sale by **15 minutes**.

Place : Bengaluru, Date: 24-06-2021 Sd/- (Mr. Ashok Swami) Authorized Officer, For Kotak Mahindra Bank Ltd.