KOTAK MAHINDRA BANK LTD.

PUBLIC NOTICE FOR AUCTION CUM SALE

Corporate identity No. L65110MH1985PLC038137

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

Branch Office:--Kotak Mahindra Bank Ltd., 7th Floor, Block-C, Apeejay House, 15 Park Street, Kolkata- 700016.

Notice is hereby given to the public in general and in particular to the Borrower/Co-Borrower/Guarantor/Mortgagor that the below described immovable property mortgaged to **Kotak Mahindra Bank Ltd,** and the **Physical Possession** of which has been taken over by the Authorised Officer of **Kotak Mahindra Bank Ltd,** will be sold on **"AS IS WHERE IS" AND "AS IS WHAT IS"** basis. Offers are invited to take part in e-auction through the Web Portal of our e-Auction Service Partner, **M/s.C1 India Pvt Ltd (www.c1india.com)** i.e **https://www.bankeauctions.com** by the undersigned for sale of the immovable property of which particulars are given below:-

Name of the Borrower(s) / Guarantor(s) / Mortgagor(s)	Demand Notice Date and Amount	Description of the Immovable properties	Reserve Price	Earnest Money Deposit (EMD)	Date of Inspection of Immovable properties	Date/ time of Auction
1.M/s AMS International Private Ltd (Borrower) 883-25, Jessore Road, Taranga Plaza, Kolkata 700 055. Also at: M/s AMS International Private Ltd(Borrower) 68, Jessore Road, Diamond Arcade Room No. 205 & 206, Kolkata 700 055. 2. Mr. Ashok Kumar Shaw (Guarantor) 883-25, Jessore Road, Taranga Plaza,Kolkata 700 055. Also at: Mr. Ashok Kumar Shaw (Guarantor) BL – 15, Flat No. 6A & 6E, Diamond City North, 68, Jessore Road, 24 Pargana (North) Pin: 700 055. 3.Mrs. Vinita Shaw (Guarantor) 883-25, Jessore Road, Taranga Plaza, Kolkata 700 055 (Loan Account : 9312474301 & 6584TL0100000001)	**18/06/2020 Rs. 1,15,91,937.70/-** (Rupees One Fifteen Lakhs Ninety One Thousand Nine Hundred Thirty Seven and Seventy Paisa Only	All that part and parcel of the immovable property being office bearing Unit Nos. 205 having a built-up area of 588 sq. ft. (super built-up area of 784 sq. feet) more or less and 206 having a built-up area of 663 sq. ft. (super built-up area being 884 sq. feet) more or less on the 2nd Floor of the building named Diamond Arcade being Premises No. 1/72, Cal Jessore Road (formerly being the divided and demarcated portion carved out of Premises No. 1, Cal Jessore Road, postal address being No. 68, Jessore Road), Kolkata – 700 055, P.S. Dum Dum, within South Dum Dum Municipality, in Municipal Ward No. 27, Sub-Registration Office Cossipur Dum Dum, and comprised in Hal Dag Nos. 2320 & 43 recorded in Hal Khatian No. 76 in Mouza Shyamnagar, JL No. 17 in the District of 24 Parganas (N). And bounded as under:- On the North by: As per Site, On the South by: As per Site , On the East by: As per Site, On the West by: As per Site, **Land Area:-** 1668sq. ft (super built-up) **Type Of Possession:- Physical**	**Rs. 1,50,12,000/-** (Rupees One Crore Fifty Lac Twelve Thousand Only)	**10% of Bid Amount**	**05/12/2022 1100 hrs. - 1200 hrs.**	**15/12/2022 From 1100 hrs. To 1200 hrs.**

Last Date for Submission of Offers / EMD:- 14/12/2022 till 5.00 pm.

Important Terms & Conditions of Sale:

(1) The Auction is conducted as per the further Terms and Conditions of the Bid document and as per the procedure set out therein. Bidders may go through the website of our E-Auction Service Provider, M/s.C1 India Pvt Ltd i.e. https://www.bankeauctions.com_ for bid documents, the details of the secured asset put up for e-Auction and the Bid Form which will be submitted to the authorized officer at the branch office/regional office as provided herein above;

(2) All the intending purchasers/bidders are required to register their name in the Web Portal mentioned above as https://www.bankeauctions.com and generate their User ID and Password in free of cost of their own to participate in the e-Auction on the date and time aforesaid;

(3) For any enquiry, information, support, procedure and online training on e-Auction, the prospective bidders may contact the M/s C1 India Pvt ltd Department of our e-Auction Service Partner M/s. Vinod Chauhan, through Tel. No.: +91 7291971124,25,26, Mobile No.: 9813887931 & E-mail ID: delhi@c1india.com & support@bankeauctions.com;

(4) To the best of knowledge and information of the Authorised officer, there is no encumbrance in the property/ies. However, the intending bidders may inspect the property and its documents as mentioned above or any other date & time with prior appointment and they should make their own independent inquiries regarding the encumbrance, title of property/ies put on e-Auction and claims/right/dues/affecting the property prior to submitting their bid. The e-Auction advertisement does not constitute any commitment or any representation of KMBL. The property is being sold with all the existing and future encumbrances whether known or unknown to KMBL. The Authorised officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues;

(5) For participating in the e-Auction, intending purchasers/bidders will have to submit/upload in the Web Portal (https://www.bankeauctions.com) the details of payment of interest-free refundable Earnest Money Deposit (EMD) of the secured asset as mentioned above by way of Demand Draft in favour of 'Kotak Mahindra Bank Limited' payable at Kolkata along with self-attested copies of the PAN Card, Aadhaar Card, Residence Address Proof, Board Resolutions in case of company and Address Proof as specified above alongwith the requisite bid/tender form in this regard.

(6) The EMD of all other bidders who did not succeed in the e-Auction will be refunded by KMBL within 72 working hours of the closure of the e-Auction. The EMD will not carry any interest;

(7) The balance amount of purchase consideration shall be payable by the Successful Purchaser/ Bidder on or before the fifteenth (15th) day from the date of 'Confirmation of Sale' of the said secured asset by the Authorised Officer/ Secured Creditor or such extended period as may be agreed upon in writing by the Authorised Officer at his/ her discretion. In case of default, all amounts deposited till then shall be liable to be forfeited;

(8) For inspection of property or more information, the prospective bidders may contact the Authorised Representative, Mr. Ashok Motwani (Mobile No.: +91 9873737351, E-mail ID: Ashok.motwani@kotak.com);

(9) At any stage of the e-Auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or postpone the e-Auction without assigning any reason thereof and without any prior notice. In case any bid is rejected, Authorised Officer can negotiate with any of the rendered or intending bidders or other parties for sale of property by Private Treaty;

(10) Sale is subject to the confirmation by the Authorised Officer. The Successful Purchaser/ Bidder shall bear any statutory dues, taxes, fees payable, stamp duty, registration fees, etc. that is required to be paid in order to get the property conveyed/delivered in his/her/its favour as per the applicable law;

(11) The sale shall be subject to rules/conditions prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as amended from time to time; it shall solely be the responsibility of the Successful Bidder/ Purchaser to get the sale 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 for the above referred property shall be borne by the Successful Bidder/ Purchaser. The sale has to be registered at the earliest else the purchaser has to give the request letter to KMBL mentioning the reason of delaying the registration;

(12) No person other than the intending bidder/ offerer themselves, or their duly authorised representative shall be allowed to participate in the e-Auction/sale proceedings. Such Authorisation Letter is required to submit along with the Bid Documents;

(13) The bid price shall be above the Reserve Price during e-auction and improve their offer in multiple of Rs. 1,00,000/- as incremental amount. The property will not be sold below the Reserve Price set by the Authorised Officer.

(14) 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 Kolkata 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.

(15) 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.

(16) 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.

(17) 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'.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) The immovable property will be sold to the highest bidder basis inter se bidding process.

(23) 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 30 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 Thirty 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 detailed terms and conditions of the sale, contact the Authorised Officer **Mr. Arindam Dey @9874652225 and Bank officer Mr. Ashok Motwani @ 9873737351 at above mentioned Regional office of Bank.**

Special Instruction: e-Auction shall be conducted by our Service Provider, M/s. C1 India Pvt Ltd on behalf of Kotak Mahindra Bank Limited (KMBL), on pre-specified date, while the bidders shall be quoting from their own home/ offices/ place of their Bid as per their choice above the Reserve Price. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither KMBL nor C1 India Pvt Ltd shall be responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Auction successfully. However, it is requested to the Bidder(s) not to wait till the last moment to quote/improve his/ her Bid to avoid any such complex situations.

Place:- Kolkata Date: 10/11/2022

Sd/- Authorised Officer, Kotak Mahindra Bank Ltd.

PROOF

12 cm x 28 cm