

	Kotak Mahindra Bank Limited <small>Registered Office : 27 BKC, C 27, G Block, Bandra Complex, Bandra (E), Mumbai - 400 051, Corporate Identity No.L65110MH1985PLC038137, Branch Office,at Kotak Mahindra Bank Ltd., Kotak House, 22, M.G.Road, Bangalore - 560 001</small>	APPENDIX- IV-A [REFER PROVISO TO RULE 8(6)]
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TERMS AND CONDITIONS OF E-AUCTION SALE:

Property will be sold on **“AS IS WHERE IS”, AS IS WHAT IS”** and **“WHATEVER THERE IS” Basis.**

1	Name and Address of Borrower(s) and Guarantor(s)	<p>(1) Mr.VIJAYAN KG, Balussery IV 553 2, Kozhikode, Calicut, Kerala - 673612. Also at : - Mr.VIJAYAN KG, Meethale Madathil House, Balussery Post, Calicut, Kerala – 673612. Also at : - Mr.VIJAYAN KG, Meethale Madathil House, Balussery Post, Kozhikode District – 673612 (Borrower). (2). Mrs.BINI R, Balussery IV 553 2, Kozhikode, Calicut, Kerala - 673612. Also at : - Mrs.BINI R, Meethale Madathil House, Balussery Post, Calicut, Kerala – 673612. Also at : - Mrs.BINI R, Meethale Madathil House, Balussery Post, Kozhikode District – 673612. Co-Borrower’s / Property Owners / Guarantors). (3) M/s.SHRI SHIRDI SAI ENTERPRISES, By its Proprietor Mr.Vijayan KG, Balussery IV 553 2, Kozhikode, Calicut, Kerala - 673612. Also at : - M/s.SHRI SHIRDI SAI ENTERPRISES, By its Proprietor Mr.Vijayan KG, Meethale Madathil House, Balussery Post, Calicut, Kerala – 673612. Also at : - M/s.SHRI SHIRDI SAI ENTERPRISES, By its Proprietor Mr.Vijayan KG, Meethale Madathil House, Balussery Post, Kozhikode District – 673612. (Co-Borrower’s / Property Owners / Guarantors),</p>
2	Name and Address of the Branch, the secured Creditor	<p>Kotak Mahindra Bank Limited, 1st Floor, Kanakadamodara Building, Opp International Hotel, Veekshanam Road, Off M G Road, Cochin - 682035</p>
3	Complete Description of the immovable secured assets(s) to be sold	<p>District : Kozhikkode Sub District : Balussery Taluk : Koyilandi Village : Balussery Desom : Balussery Local Authority : Balussery Grama Panchayat Tenure : Jenmom Old Sy. No. : 49/3 Re.Sy.No. : 66/2 Extent in Hectares : 0.470 Extent in Ares : 1 Acres 17.5 Cents Legal Description : - All that piece and parcels of immovable</p>

		property admeasuring 0.470 Hectares (1 Acres 17.5 Cents) of land in Re.Sy.No.66/2 (Old Sy.No.49/3) in Balussery Village together with building bearing Balussery Grama Panchayat Door Noo.7/1459 B and C. Boundaries : - East : Property of Santha and others West : Road North : Road South : Property of Vijayan.
4	Details of the encumbrances known to the secured creditor	Nil
5	The secured debt for recovery of which property is to be sold	₹. 5,29,93,709/- (Rupees: Five Crore Twenty Nine Lakh Ninety Three Thousand Seven Hundred Nine Only) as on 18-08-2022
6	Deposit of Earnest money (EMD)	₹.56,02,000/- (Rupees Fifty Six Lakh Two Thousand Only) being the 10% Reserve Price remitted RGTS or Demand draft in favour Kotak Mahindra Bank Limited payable at Cochin
7	i. Reserve Price of the immovable Secured asset: ii. Deposit of EMD: iii. Last Date & Time which EMD to Submitted / remitted	₹. 5, 60, 20,005/- (Rupees Five Corer Forty Seven Lakh Twenty Two Thousand Three Hundred Only). Demand Draft drawn in favour of Kotak Mahindra Bank Limited payable at Cochin. 11-10-2022 Time up to 6:00 PM
8	Time and Manner of Payment	The successful bidder shall deposit 25% of sale Price, after adjusting, the EMD already paid, immediately, i.e. on the same day or not later than next working day, as the case may be, upon acceptance of the offer by the Authorized Officer, failing which, the EMD will be forfeited. The Balance 75% of the Sale price is payable on or before 15 day of confirmation of the sale of the secured asset or such extended period as may be agreed upon in writing between the secured creditor and the e-auction purchaser not exceeding 3 months from the date of e-auction.
9	Date, Time and Place of Public e-auction or time after sale by any other mode shall be completed.	12-10-2022 from 3:00 P.M to 4:00 P.M, Kotak Mahindra Bank Limited 1 st Floor, Kanakadamodara Building, Opp International Hotel, Veekshanam Road, Off M G Road, Cochin - 682035
10	The E-auction will be conducted through	M/s C1 India Private Limited, at the web

	Banks approved service provider. E-auction tender documents containing e-auction bid form, declaration etc., are available in the website of the service provider as mentioned above.	portal www.bankeauctions.com https://www.kotak.com/en/bank-auctions.html
11	i. Bid increment amount: ii. Auto extension:	i. Rs.10,000/- ii. Unlimited extension of Five Minutes for each bid, if the bid continues , till sale concluded
12	i. Date and Time during which inspection of immovable asset to be sold and intending bidders should satisfy themselves about the asset and their specifications. ii. Contact person with Mobile Number.	06.10.2022, Time: 10.00 AM and 4.00 PM Mr. Sesha Srinivasan M Or by person Mr. Karun B, Mobile- (+919686812683)
13	Other Conditions	a) Bidder shall hold a valid E mail ID (e mail ID is absolutely necessary for the intending bidder as all relevant information and allotment of ID and password by M/s C1 India Pvt Ltd may conveyed through email) b) The Authorised Officer or the Bank shall or Service Provider for e-auction shall not be responsible for any charge, lien, encumbrances, or any other dues to the Government or anyone else in respect of properties Auctioned. c) 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. d) 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. e) The Secured asset shall be sold to the highest bidder/offerer, subject to acceptance of the bid by the secured

		<p>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 e-auction Notice.</p> <p>f) 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.</p> <p>g) The Immovable Properties/Property described e-auction sale Notice 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.</p> <p>h) 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.</p> <p>i) 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.</p> <p>j) It shall solely be the responsibility of the successful bidder to get the sale certificate registered. All expenses relating</p>
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		<p>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.</p> <p>k) 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.</p> <p>l) No persons other than the intending bidders/offerer themselves, or their duly Authorized representative shall be allowed to participate in the e-auction / sale proceedings. However, the sale certificate shall be registered in favor of purchaser only in whose name bid application form has been submitted.</p> <p>m) 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 recovered from the borrower.</p> <p>n) 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</p>
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		<p>them without any liability / claim against Kotak Mahindra Bank Limited.</p> <p>o) 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. Or https://www.bankeauctions.com.</p> <p>p) 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.</p> <p>q) Special Instruction: Bidding in the last movement should be avoided in the bidders own interest as neither the Kotak Mahindra Bank Ltd nor Service Provider 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.</p>
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Place : Kozhikkode
Date: 20-09-2022

For Kotak Mahindra Bank Ltd.
Authorized Officer