Kotak Mahindra Bank Ltd.

E-AUCTION SALE NOTICE

REGISTERED OFFICE: 27, BKC, C-27, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI- 400051
Branch Office: 1st Floor, Laxmi Chamber, Rajpur Road, Dehradun- 248001. Uttarakhand

PUBLIC NOTICE FOR E-AUCTION FOR SALE OF IMMOVABLE PROPERTY

LAST DATE & TIME OF SUBMISSION OF EMD AND DOCUMENTS (HARD COPY) AND (ON LINE) 12.06.2023, 04:00 PM

DATE & TIME OF E-AUCTION: 15.06.2023, 11:00 AM TO 03.00 PM

(with unlimited extensions of 5 minutes duration each till the conclusion of the sale)

PUBLIC NOTICE FOR SALE OF IMMOVABLE PROPERTIES MORTGAGED TO THE BANK UNDER SECURITISATION & RECONSTRUCTION OF FINANCIAL ASSETS & ENFORCEMENT OF SECURITY INTEREST ACT 2002 (NO. 54 OF 2002) SARFAESI ACT.

Whereas, the borrower/s named hereunder have defaulted to **Kotak Mahindra Bank Ltd**. and owe the sums as indicated herein below and further interest thereon,**Kotak Mahindra Bank Ltd**., through its Authorized Officer, had taken possession of the mortgaged properties under section 13(4) of SARFAESI Act 2002 and the Bank has decided to sell the properties, described here in below against their names, on **"as is where is"** and **"as is what is" and "no complaint"** condition, under rule 8 to 9 of the Security Interest (Enforcement) Rules, 2002. The sale will be done by the undersigned through e-auction platform provided at the website: **https://kotakbank.auctiontiger.net also on auctiontigermobileapp**

Name of Account & Borrower/ Mortgagor(s)/ Guarantor(s)	Amount (s) as per demand notice
1. M/s Kumar Agencies (Borrower) A proprietorship firm of **Mr. Dinesh Kumar Garg** Address: H. No. 118/10, behind Sabji Mandi, Niranjanpur, Dehradun (U.K.) 248001. **2. Mrs. Kavita Garg (Guarantor)** Address: House No. 118/10, Niranjanpur, P.O. Majra Dehradun (U.K.) 248001. **3. Mr. Aadesh Garg (Guarantor)** Address: House No. 118/10, Niranjanpur, P.O. Majra Dehradun (U.K.) 248001. **4. M/s. Garg Industries. (Guarantor cum Mortgagor)** Through its partners **Mr. Aadesh Kumar Garg and Mrs. Kavita Garg** Registered Address: Situated at Mauza Charba, Pargana Pachwadoon, Vikas Nagar, Dehradun (U.K) 248001. Correspondence Address: Sabji Mandi, Niranjanpur, GMS Road, Dehradun (U.K.) 248001.	**Rs. 2,32,51,789/-** as on 31.02.2019 towards CC/OD account no. 4612644980 and **Rs.25,97,125.04** as on 31.01.2019 towards Term Loan a/c no. 5167TL0100000004, aggregating to **Rs. 2,58,48,914.04** with further interest, costs & charges
1. Mrs. Kavita Garg (Borrower) Address: H. No. 118/10, behind Sabji Mandi, Niranjanpur, Dehradun (U.K.) 248001, **2. Mr. Dinesh Kumar Garg (Guarantor)** Address: H. No. 118/10, behind Sabji Mandi, Niranjanpur, Dehradun (U.K.) 248001 2nd Address: #1, Jansath Road, Gulshan Vihar, Almaspur, Muzaffar Nagar, Uttar Pradesh 251001, **3. Mr. Aadesh Garg (Guarantor)** Address: H. No. 118/10, behind Sabji Mandi, Niranjanpur, Dehradun (U.K.) 248001, **4. M/s. Garg Industries (Guarantor cum Mortgagor)** Through its partners **Mr. Aadesh Kumar Garg and Mrs. Kavita Garg** Registered Address: situated at Mauza Charba, Pargana Pachwadoon, Vikas Nagar, Dehradun 248001, Correspondence Address: Sabji Mandi, Niranjanpur, GMS Road, Dehradun (U.K.) 248001.	**Rs. 21,01,564/-** as on 31.01.2019 towards KCCOD/OD A/c 4612645444 with further interest, costs & charges

Description of the immovable property	EMD REMITTANCE Account Details	Reserve Price / Earnest Money Deposit / Bid Increase Amount
Details of the security mortgaged by Addressee No. 4 **Non Agricultural property owned by M/s Garg Industries Through its partner Shri Aadesh Kumar Garg son of Shri Kaliram Garg and Mrs. Kavita Garg W/o Mr. Aadesh Kumar Garg** **Property details :-** All that piece and parcel of Equitable mortgage over immovable Industrial Plot forming part of Khasra No. 857 measuring 0.2230 Hects, Khasra No. 858 min. measuring 0.0080 Hects total area measuring 0.2310 Hects or 2310 Sq. Mts (Old Khasra No. 1104 Min) situated at Mauza Charba, Pargana Pachwadoon, Tehsil Vikasnagar & District Dehradun -248001 (Uttarakhand) or thereabout, together with all present and future structure thereon Or thereabout, together with all fittings and fixtures therein, affixed to the earth or permanently affixed to something attached to the earth in present and future owned by M/s Garg Industries Through its partner Shri Aadesh Kumar Garg son of Shri Kaliram Garg and Mrs. Kavita Garg W/o Mr. Aadesh Kumar Garg. Bounded as Under: Towards East: Road, side measuring 192 ft. 9 Inches, Towards West: Land of Tara, side measuring 192 ft. 9 Inches, Towards North: Land of Mehnat, Sadhuram, Shri Bhagirath and others, Side measuring 125 ft.Towards South: 26 ft. wide road thereafter land of Shaswat Cable Industries, side measuring 147 ft. Together with all structures and machinery, if any affixed to the earth or permanently affixed to something attached to the earth and all easementary / mamool rights annexed thereto.	**Account No. 06410125272001 Kotak Mahindra Bank Ltd., Nariman Point Branch, Mumbai, IFSC Code: KKBK0000958**	**RP: Rs. 1,10,00,000/-** **EMD: Rs. 11,00,000 /-** **BIA: Rs. 1,00,000/-**

TDS to be deducted: 1% of Auction Price

CONDITIONS FOR TDS DEDUCTION: • TDS shall be deducted and deposited in the name of the Mortgagor/s. • If the mortgaged property is jointly owned, the TDS shall be reported in the name of the first owner, unless there is a specific ratio of ownership in the sale deed, in which case the TDS shall be deducted in the proportion of their ownership ratio. • Auction Purchaser, after depositing TDS, shall submit Form No 16A as proof of TDS payment and confirmation

TERMS & CONDITIONS:- (1) The E-Auction is being held on **"AS IS WHERE IS" & "AS IS WHAT IS BASIS"** and no Complaint basis. To the best of knowledge and information of the Authorised Officer, there are no encumbrances on the property/ies. However, the intending bidders should make their own independent enquiries regarding the encumbrances, title of property/ies put on auction and claims/rights/dues affecting the property, prior to submitting their bid. The Authorised Officer/Secured Creditor shall not be responsible in any way for any third party claims/ rights/ dues. **(2)** It shall be the responsibility of the bidders to inspect and satisfy themselves about the asset and specification before submitting the bid. The inspection of property/ies put on auction will be permitted to interested bidders on Bank's working days in consultation with State Recovery Manager - ABG. **(3)** The intending biddes may visit the Bank's official website- **https://www.kotak.com/en/bank-auctions.html**for auction details and for the terms and conditions of sale. (the user ID and password can be obtained free of cost by registering name with "**https://kotakbank.auctiontiger.net**") through their login ID and Password. The EMD 10% of RESERVE PRICE shall be payable through Demand Draft/online in favor of **"Kotak Mahindra Bank Limited"** payable at **Dehradun**/ at par and to be submitted in the concerned bank branch alongwith Duly Filled up & Signed Copy of Annexure II & III attached to the Tender form **on or before 4.00 P.M on 12.06.2023.**Tender form can also be obtained from the concerned bank branch. **(4)** After Registration by the bidders in the web Portal, the intending purchaser/ bidder is required to get the copies of the following documents uploaded in the web portal before last date of submission of the bid(s) viz. **(i)** Copy of the Demand Draft. **(ii)** Copy of PAN card, **(iii)** Proof of identification (KYC) viz. copy of Voter ID Card/ Driving License/ Passport etc., **(iv)** Copy of proof of address, **(v)** Duly Filled up & Signed Copy of Annexure II & III attached to the Tender form, without which the bid is liable to be rejected. **(5)** The Interested bidders who require assistance in creating login ID and password, uploading data, submitting bid, training on e-bidding process etc., may avail online training on E-Auction from **M/s e-procurement Technologies Ltd. (Auction Tiger), Ahmedabad: Contact Person; Mr. Ram Sharma, Mobile No. 9978591888 & 6351896833, Contact No. 079-68136837/ 68136880/ 68136844. E-Mail ID: ramprasad@auctiontiger.net, support@auctiontiger.net,** / also on Auction tiger Mobile App. and for any property related query may contact **of bank officials are: Commercial Banking, Kotak Mahindra Bank Limited: 2nd Floor, Rohit Bhawan, Sapru Marg, Lucknow-226001. Uttar Pradesh, Mr. Deepanshu Rastogi, Senior Manager, Mobile: 8800382488 email:- Deepanshu.Rastogi@kotak.com,** within office hours during the working days. **(6)** Only buyers holding valid User ID/Password and confirmed payment of EMD through **Demand Draft/** online shall be eligible for participating in the online auction process. **(7)** The interested bidders who have submitted their EMD not below the 10% of reserve price through **Demand Draft/ online before 4.00 P.M. on 12.06.2023** shall be eligible for participating in the e-auction. The e-auction of above properties would be conducted exactly on the scheduled date & time as mentioned above by way of inter-se bidding amongst the bidders. The bidders shall improve their offer in multiple of amount mentioned under the column "Bid Increase Amount" against the Property. In case bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes (subject to unlimited extensions of 5 minutes each). The bidder who submits the highest bid (not below the reserve price) on closure of online auction shall be declared as successful bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Authorized Officer/Secured Creditor. **(8)** The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded. The Earnest Money Deposit shall not bear any interest. The successful bidder shall have to deposit 25% of the sale price, adjusting the EMD already paid, within 48 hours of the acceptance of bid price by the Authorized Officer and the balance 75% of the sale price on or before 15th day of the sale or within such extended period as agreed upon in writing by and solely at the discretion of the Authorized Officer. In case of default in payment by the successful bidder, the amount already deposited by the Bidder shall be liable to be forfeited and the property shall be put to re-auction and the defaulting bidder shall have no claim/right in respect of property/amount. **(9)** The prospective qualified bidders may avail online training on e-auction from M/s. e-procurement technologies Ltd. prior to the date of e-auction. Neither the Authorised Officer/Bank nor M/s. e-procurement technologies Ltd. shall be liable for any network problem and the interested bidders to ensure that they are technically well equipped for participating in the e-Auction event. **(10)** The purchaser shall bear the applicable stamp duties/additional stamp duty/transfer charges, fees etc. and also all the Statutory/ non statutory dues, taxes, rates, assessments, charges, fees etc. owing to anybody. **(11)** The Authorised Officer is not bound to accept the highest offer and the Authorised Officer has the absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the e-auction without assigning any reason thereof. **(12)** The bidders are advised to go through the detailed terms and conditions of e-auction available on the website of M/s e-procurementTechnologies Ltd. **https://kotakbank.auctiontiger.net** before submitting their bids and taking part in e-auction. **(13)** The publication is subject to the force majeure clause. **(14)** The sale certificate shall be issued after receipt of entire sale consideration and submission of TDS certificate under Form No 16A from the Auction Purchaser and confirmation of sale by secured creditor. The sale certificate shall be issued in the name of the successful bidder. No request for change of name in the sale certificate other than the person who submitted the bid / participated in the e-Auction will be entertained. **(15)** The bid once submitted by the bidder, can not be cancelled/ withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned therein will result in forfeiture of the amount paid by the defaulting bidder. **(16)** Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders. The Authorised Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason. The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained. The payment of all statutory / non- statutory dues, taxes, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only. In case of any dispute arises as to the validity of the bid (s), amount of bid, EMD once to the eligibility of the bidder, authority of the person representing the bidder, interpretation and the decision of the Authorised Officer shall be final in such an eventuality, the Bank shall in its sole discretion be entitled to call off the sale and put the property to sale once again on any date and at such time as may be decided by the Bank. For any kind of dispute, bidders are required to contact the concerned authorised officer of the concerned bank branch only. **(17)** Special Instructions, Bidding in the last moment should be avoided in the bidders own interest are neither the **Kotak Mahindra Bank Ltd.** nor Service provider will be responsible for any lapse/failure (Internet failure/power failure etc.). in order to ward-off such contingent situations bidders are requested to make all necessary arrangements / alternatives such as power supply back-up etc, so that they are able to circumvent such situation & are able to participate in the auction successfully.

(For detailed term & conditions please refer to website) https://kotakbank.auctiontiger.net (M/s E-procurement Technologies Ltd.)

IT MAY BE TREATED AS STATUTORY 30 DAYS SALE NOTICE UNDER RULE Rule 6(2) / 8(6) & 9(1) OF THE SECURITYINTEREST (ENFORCEMENT) RULES 2002:

NOTE:- The borrowers/guarantors/mortgagorsare hereby notified to pay the sum as mentioned above alongwith upto date interest and ancillary expenses within 30 days from the date of publication to get the property/ies redeemed, failing which the property/ies will be auctioned /sold and balance dues, if any, will be recovered with interest and cost.

Date: 08.05.2023 **Place: Dehradun** **Authorised Officer**