



**kotak** Kotak Mahindra Bank

**Kotak Mahindra Bank Ltd.,**  
**Registered Office:** 27, BKC, C-27, G Block,  
 Bandra Kurla Complex, Bandra (East),  
 Mumbai - 400051

**Branch Office:**  
 1/11, 1st Floor, East Patel Nagar,  
 New Delhi - 110 008

**Corporate Identity Number -**  
 L65110MH1985PLC038137

### E - AUCTION CUM SALE NOTICE OF IMMOVABLE PROPERTY

E-Auction Sale Notice for Subsequent Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 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), Guarantor (s) and / or Mortgagor (s), that the below described immovable property(ies) mortgaged / charged to **Kotak Mahindra Bank Limited** ("Secured Creditor"), the Possession of which has been taken by the Authorised Officer of the Secured Creditor, will be sold through E-Auction on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", and "WHATEVER THERE IS BASIS" on 3<sup>rd</sup> February, 2023 for recovery of **Rs.22,66,15,651.79/- (Rupees Twenty Two Crore Sixty Six Lakh Fifteen Thousand Six Hundred Fifty One and Seventy Nine Paise only)**, due as on 30<sup>th</sup> September 2019, as per Demand Notice dated 04.10.2019, together with further interest and other charges thereon at the contractual rate upon the footing of compound interest until full and final payment/realization due to Kotak Mahindra Bank Limited, being the Secured Creditor, from the Borrower/s namely **1. M/s J. Prasad & Co. Pvt. Ltd ("Borrower")** and **2. Mrs. Avinash Chawla ("Guarantor" / "Mortgagor")** and **3. Mr. Amit Chawla ("Guarantor")**. The details/ description of Immovable Property put up for auction, the Reserve Price, the Earnest Money Deposit and the Auction Schedule are as mentioned below:

Sr No	Name of the Mortgagor/s	Details Of Immovable/Movable Property put for E - Auction	Last date of Submission of Online Bid	Date and Time of E- Auction	Reserve Price (INR)/ Earnest Money Deposit
1.	Mrs. Avinash Chawla	All that piece and parcel of the commercial property at Four Shops and One Godown in ground floor and portion of Mezzanine Floor (shown in Red Colour in site plan attached with partition deed dated 02.03.2000 (said portion) part of property no. 29/1 total admeasuring 2520 sq. ft. situated at Shakti Nagar, Roshnara Extension Scheme, Delhi together with all existing building & structures	On or before 2 <sup>nd</sup> February 2023 upto 04:00 P.M.	3 <sup>rd</sup> February 2023 from 11:00 A.M. to 12:00 Noon with unlimited extensions of 5 minutes duration each	Rs. 8,20,00,000/- ( Rupees Eight Crore Twenty Lakh only)  Rs. 82,00,000/- ( Rupees Eighty Two Lakh Only)



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thereon and building & structures as may be constructed / erected there upon anytime from /after the date of respective mortgaged and all additions thereto and all fixtures and furnitures and all plant & machinery attached to the earth or permanent fastened to anything attached to the earth both present and future.

The undersigned may at his absolute discretion and on prior request from the prospective buyers, arrange for inspection of the said property on 23<sup>rd</sup> January 2023 between 3:00 P.M. to 5:00 PM through his Authorized representative/agent.

**Important Terms and Conditions:**

1. The E - Auction shall be conducted only through "On Line Electronic Bidding" through website [www.bankeauctions.com](http://www.bankeauctions.com) on 3<sup>rd</sup> February 2023 between 11:00. A.M. to 12:00 Noon with unlimited extensions of 5 minutes duration each.
2. For details about E-Auction, the intending bidders may contact M/s C1 India Pvt. Ltd, 3<sup>rd</sup> Floor, Plot No. 68, Sector-44, Gurgaon, Haryana, contact person **Mr. Vinod Chauhan- 98138-87931, Email: [delhi@c1india.com](mailto:delhi@c1india.com) and [support@bankeauctions.com](mailto:support@bankeauctions.com). Helpline No. +91-124 4302020\2021\2022\2023\2024. Support Mobile No's + 91-7291981124 \25\26.**
3. The intending bidders may visit the Bank's official website - <https://www.kotak.com/en/bank-auctions.html> and/or <https://auctions.kotak.com> for auction details and for the terms and conditions of sale.
4. For detailed terms and conditions of auction sale, the bidders are advised to go through the portal <https://www.bankeauctions.com> and the said terms and conditions shall be binding on the bidders who participate in the bidding process
5. It is requested that the interested Bidder/s are required to generate the login ID and password from the portal <https://www.bankeauctions.com>. before uploading the bid and other documents.
6. The bid form has to be filled in the prescribed form and is to be submitted uploaded online only along with KYC documents of the Bidder/s on the portal <https://www.bankeauctions.com> on or before 2<sup>nd</sup> February, 2023 upto 4.00 P.M. and the scanned copies of the duly filled and signed bid documents and KYCs of the Bidder/s should be sent by mail to [vikram.sharma@kotak.com](mailto:vikram.sharma@kotak.com). The Bidder shall write the subject of the email "**For purchase of Property in the account of "M/s J. Prasad & Co. Pvt. Ltd"**".
7. Prospective bidders may avail online training, for generating Login ID and password and for online bidding process etc., from M/s. C1 India Pvt. Ltd., on above mentioned contact numbers



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8. **Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT/FUND TRANSFER to the credit of Account No. 06410125272001, Kotak Mahindra Bank Ltd., Nariman Point Branch, Mumbai, IFSC Code: KKBK0000958, on or before 2<sup>nd</sup> February, 2023 upto 04:00 p.m** The NEFT/RTGS/FUND TRANSFER shall only be done from the account/s of the intending bidder/s only. In case of a delay in depositing the EMD and / or submission of Bid documents within the prescribed time limits due to any technical glitch, the Authorised Officer, to maximize the bid participation and inter-se bidding process, at its sole discretion and upon his satisfaction, can accept the Bid/s received after the scheduled cutoff time without giving any disclosure to any person. Any bid submitted without depositing the EMD amount shall stand automatically rejected. The EMD deposited by the proposed bidder shall not earn any interest.
9. The bid price to be submitted shall be equal to and / or above the Reserve Price and during the bidding process, bidders who have submitted bids shall improve their further offers in multiples of Rs. 1,00,000/- (Rupees One Lakhs Only).
10. In case any bid is placed within last 5 minutes of the closing time of the e-auction proceeding, the closing time shall automatically and immediately get extended by another 5 minutes as mentioned hereinabove.
11. The successful bidder has to deposit 25% of the highest bid amount (including EMD already paid) immediately on closure of the e-auction sale proceedings or on the following working day in case business hours is closed on the day of E - Auction, in the mode stipulated as above. The balance 75% of the highest bid amount shall have to be deposited within 15 days from the date on which the acceptance /confirmation of sale is conveyed to such successful bidder or such extended period which shall be at the sole discretion of the Authorised Officer and within the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002. Please note that the time line for payment of the sale consideration would not be extended and the successful auction purchaser will not have any right to claim FORCE MAJEURE, in the event he fails to make the payment within stipulated timelines for any reason whatsoever.
12. The highest bidder will not have any right and title over the property until the Sale Certificate is issued in his /her favour subject to realisation of entire Auction Price and other incidental expenses. Sale shall be subject to terms and conditions of E- Auction and confirmation by the Secured Creditor to that effect.
13. If the successful bidder fails to deposit the entire bid / auction amount, the amount already deposited by the successful bidder shall be forfeited and the defaulting bidder shall neither have claim on the property nor on the amounts deposited. The Authorised Officer shall be free to exercise any one or more rights available to him in terms of the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002, in respect of the auction property/ies.
14. On receipt of the entire sale consideration within the stipulated period as mentioned above, the Authorised Officer shall issue the Sale Certificate, the sale shall be completed thereafter, and Kotak Mahindra Bank Limited shall not entertain any claims.
15. The sale certificate shall be issued in the same name in which the Bid is submitted. No request for inclusion/substitution in the sale certificate of names of any person(s) other than those mentioned in the bid shall be entertained.
16. The Sale certificate shall be issued to the successful bidder/bidder(s) for auction conducted.



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17. The EMD amount, to the unsuccessful bidder/s, shall be returned by Kotak Mahindra Bank Ltd, in their accounts by way of RTGS / NEFT / Funds Transfer, within 10(Ten) working days and without any interest.
18. The Authorised Officer has the absolute right to accept or reject a bid or postpone/cancel the notified E – Auction Sale without assigning any reason. In the event of postponement/cancellation of the E – Auction Sale after submission of the bids, EMD submitted by the bidders shall be returned, without interest and in case the bids are rejected, Authorised Officer can negotiate with any of the bidders or other parties for sale of the property by private treaty.
19. The particulars of Secured Assets specified in the Schedule hereinabove have been stated to the best of the information of the Authorised Officer / Secured Creditor, but the Authorised Officer / Secured Creditor shall not be answerable for any error, misstatement or omission in this proclamation. It is clarified that, this invitation purports to invite prospective bidders and does not create any kind of binding obligation on the part of the Authorised Officer or Kotak Mahindra Bank Ltd. to effectuate the Auction. The Authorised Officer reserves the right to cancel or modify the process and / or not to accept and / or disqualify any interested party / potential investor / bidder without assigning any reason and without any liability.
20. The prospective bidders are hereby informed / cautioned that the bank is having physical possession of the entire property mentioned hereinabove except one shop which is under disputed tenancy. The Lessee / tenant has filed SA vide Diary No. NDN/394/2021, before the Hon'ble DRT-III, New Delhi, for disputed tenanted premises comprising a shop of area 25 Sq. yards & a mezzanine floor of area 12 Sq. Yards forming part of larger plot described as 29/1, Nagia Park, Shakti Nagar, Delhi-7 ("tenanted premises") and A suit for eviction titled as "Avinash Chawla Vs. Darshan Lal Chawla", E No. 02/17, New No.18/17, in respect of the tenanted premises which is pending adjudication before Rent Controller, Central District, Tis Hazari Courts, New Delhi. The bank is defending the tenancy claim appropriately before the Hon'ble Debt Recovery Tribunal, New Delhi. The Authorised Officer /Secured Creditor is not aware of any other litigation /claim/ dispute regarding the property under auction except the dispute mentioned above.
21. The Intending bidders are advised to make independent enquiry regarding dues of local Authority i.e. Municipal Taxes, Maintenance/society charges, Electricity and water Charges and any other dues or Taxes, including Transfer Charges/Fee. The Authorized 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 property 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.
22. In the event, bidder is declared as successful bidder in the e-auction sale conducted and subsequent to that, if the auction proceedings are stayed by any Court /Tribunal, at any stage of till the issuance of sale certificate and handing over of possession, including but not limited to restraining bank from further proceedings, then the bidder shall not have any right to claim refund of the EMD/amount so deposited by him /her or any interest over the amount deposited towards sale of the property. The Bank on its sole discretion will refund the money deposited, without any interest and/or damages and/or claims and no communication will be entertained whatsoever in this regard.
23. All statutory dues/ other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser.



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24. All outgoing charges i.e. Municipal Taxes, Maintenance/Society charges, Electricity and Water charges and any other dues or taxes including transfer charges / fees in respect of the property put for Auction-cum-Sale under the present notice shall be paid by the auction Purchaser solely.
25. All other incidental charges (including but not limited to security charges or maintenance charges for preservation of the property under the present auction) will be borne solely by the Buyer/Highest bidder from the date of issuance of Certificate of Sale, which will have to be cleared / reimbursed to the Bank before registration of the Certificate of Sale. However, at the sole discretion of the Authorised Officer, any just and reasonable delay will be considered for exemption, without setting any precedent for future.
26. As per Section 194-A of the Income Tax Act, 1961, TDS shall be applicable on the sale proceeds if the sale consideration is Rs.50,00,000.00/- (Rupees Fifty Lakhs only) and above. The Successful bidder/purchaser shall deduct and deposit, the applicable TDS (1%) in favour of Mortgagor Mr. Avinash Chawla, having PAN No-AACPC7230L, from the sale price and deposit the same with Income Tax Department. Furthermore, only 99% of the sale price is to be remitted to the Bank. The Sale certificate will be issued by the Bank in favour of successful bidder/ purchaser, only upon the receipt of form 16B, Form 26QB and Challan evidencing the deposit of such TDS.
27. The E-Auction will be conducted strictly on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS BASIS" on the terms and conditions as mentioned herein. However the Authorised Officer shall have the absolute discretionary right to change or vary any of the terms and conditions. The bidders are advised to make their own independent inquiries regarding any encumbrances, Search in Sub-Registrar Office and Revenue Records/ Municipal Records and any administrative Government records relating to the concerned Property and shall satisfy themselves regarding the nature and description of the property, condition, any encumbrances, lien, charge, statutory dues, etc. before submitting the bid. Please note that the Bank/Authorised Officer/Secured Creditor does not in any way guarantee or make any representation with regard to the fitness/title of the property/ies/assets under auction. Sale/auction will be strictly on no recourse basis.
28. If the dues of the bank together with all costs, charges and expenses incurred by them or part thereof as may be acceptable to the bank are tendered by/on behalf of the Borrower/s/Guarantor/s/Mortgagor/s, at any time on or before the date and time fixed for sale, the auction / sale of asset may be cancelled. The Authorised Officer reserves the right to accept any or reject all bids, if not found acceptable or to postpone/cancel / adjourn/discontinue or vary the terms of the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final.
29. The Borrower/s attention is invited to the provisions of sub-section 8 of section 13 of the Act in respect of time available, to redeem the secured asset. If the dues of the bank together with all costs, charges and expenses incurred by the Bank or part thereof or amount higher than the Reserve Price or amount higher than Highest Bidding Value arrived at after the Inter-se Bidding, as may be acceptable to the bank, are tendered / committed to be tendered by / on behalf of the Borrower/s/Guarantor/s/Mortgagor/s even through their Agents/Buyers/Investors, identified by them, at any time on or before the date fixed for Auction /Sale or on same date of Auction or before/after completion of Biding formalities including the declaration of Highest Bidder and even after the issuance of the Sale Confirmation Letter but before the issuance of Sale Certificate to the Successful bidder, the auction / sale of asset may be cancelled at the sole discretion of the Authorised Officer and without assigning any reason. The Authorised Officer reserves the right to accept or reject any/ all bids, if



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not found acceptable or to postpone/cancel / adjourn/discontinue or vary the terms of the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final. No counter-offer/conditional offer/conditions by the Bidder and/or Successful-Bidder will be entertained. The bidders shall be deemed to have read and understood the terms and conditions of the sale and shall abide by the said terms and conditions.

30. The Authorised Officer reserves the right to accept any or reject all bids, if not found acceptable or to postpone/cancel / adjourn/discontinue or vary the terms of the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final.
31. The bidders shall be deemed to have read and understood the terms and conditions of the sale and shall abide by the said terms and conditions.
32. The bidders should ensure proper internet connectivity; power back up etc., The Bank shall not be liable for any disruption due to internet failure, power failure, or technical reasons or reasons / contingencies affecting the E-Auction proceedings.
33. Kotak Mahindra Bank Limited or its employees will not be liable for any claims from any person in respect of the property/ies put for sale.
34. 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
35. The present notice is also uploaded on the Bank's official website i.e. [www.kotak.com](http://www.kotak.com) and interested parties can visit the same also.
36. For further details, kindly contact Authorised Officer, Mr. Vikram Sharma (Mobile No. +91-9654214923), or Officer of Bank Mr. Ajai Nigam (Mobile No. +91-7291971536 and Mr. Dipanshu Singh (Mobile No. +91-9953965199).

**STATUTORY 15 DAYS NOTICE FOR SUBSEQUENT SALE UNDER RULES 6(2), 8(6), 8(7) & 9(1) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002**

The borrower/guarantors/mortgagors are hereby notified to discharge the liability in full and pay the dues as mentioned above along with up to date interest and expenses within **15 (Fifteen) days** from the date of this notice failing which the "Secured Asset" (mentioned above) will be sold as per the terms and conditions mentioned above.

Place: Delhi

For Kotak Mahindra Bank Ltd.

Date: 13<sup>th</sup> January, 2023

Authorized Officer