



#### **Kotak Mahindra Bank Limited**

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

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

#### 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	1) Mr. Vikram Kumar Jain S, No 1510
	Borrower(s) and	•
	Guarantor(s)	Mohalla, Near Karnataka, Diagnostic
		center, MYSORE – 570001, Karnataka –
		India, ALSO AT Mr. Vikram Kumar Jain
		<b>S, Sanjeevani Dental Health Care,</b> NO 333, 69, Narayanashastri Road, Devaraju
		Mohalla, Mysore- 570024; <b>Mr. Vikram</b>
		<b>Kumar Jain S,</b> Flat No B 103, B Wing, Sai
		Prakash Dhama, 2 <sup>nd</sup> Main Road, Post
		Office Road, Lakshmipuram, Chamaraja
		Mohalla, Mysuru-570004 (BORROWER);
		<b>2. Mrs. Mamta Jain,</b> No 1510 1515, L3
		Kolada sandi Street Lashkar Mohalla, Near
		Karnataka Diagnostic center, MYSORE – 570001, Karnataka - India. Also At, <b>Mrs.</b>
		Mamta Jain, Sanjeevani Dental Health
		Care, NO 333, 69, Narayanashastri Road,
		Devaraju Mohalla, Mysore- 570024; <b>Mrs.</b>
		Mamta Jain, Flat No B 103, B Wing, Sai
		Prakash Dhama, 2 <sup>nd</sup> Main Road, Post
		Office Road, Lakshmipuram, Chamaraja
2	Name and Address of	Mohalla, Mysuru-570004 (Co Borrower)  Kotak Mahindra Bank Limited,
	the Branch, the	No. 22, M G Road, Bangalore 560 001
	secured Creditor	, , ,
3	Complete Description	Schedule A
	of the immovable secured assets(s) to be	All that piece and parcel of a property
	sold	bearing No. 939 CH-6, 939/1 CH-6/1,
		939/2 CH-6/2, 939/3 CH-6/3, situated at
		2 <sup>nd</sup> Main Road, Lakshmipuram, Chamaraja
		Mohalla, Mysuru, measuring 25734.5 Sq
		Ft, bounded on the:
		East by: Conservancy Road
		<b>West by</b> : 2 <sup>nd</sup> Main Road
		North by: No 940 Lakshmipuram Sports
		Club



		<b>South by</b> : No 938 and Private House.
		Schedule B
		All that piece and parcel of a residential
		Apartment bearing Flat No B 103, B
		Wing, Sai Prakash Dhama, Constructed on
		Schedule A Property measuring 1745 Sq Ft
		of Super built up area approximately which
		includes built up area of 1536 Sq Ft and
		proportionate share in common area such
		as passages, lobbies, lifts, staircases and
		other common areas of common use
		measuring 209 Sq Ft and also one covered
		car parking in the basement and bounded
		on the:
		East by: Common area at the ground level
		and compound Wall
		<b>West by</b> : Entrance Passage
		<b>North by</b> : Apartments No 104 B Wing, 1st
		Floor
		<b>South by</b> : Common area at the ground
4	Details of the	level and compound Wall.
•	encumbrances known	Ni1
5	to the secured creditor  The secured debt for	₹. 62,63,047/- (Rupees Sixty Two Lakh Sixty
	recovery of which property is to be sold	Three Thousand Forty Seven Only) as on 08-07-2024
6	Deposit of Earnest money (EMD)	₹ $8,61,6,60$ /-( Eight Lakhs Sixty One Thousand Six Hundred Sixty Only)
		being the 10% Reserve Price remitted RGTS or Demand draft in favour <b>Kotak Mahindra Bank Limited</b> payable at Bangalore
7	i. Reserve Price of	86,16,600 ( Rupees Eighty Six Lakhs Sixteen
	the immovable Secured asset:	Thousand Six hundred Only)
	ii. Deposit of EMD:	In Favour Kotak Mahindra Bank Ltd Bangalore
	iii. Last Date & Time which	on or before 19-08-2024 Up to 12:00 Noon



	EMD 4	
	EMD to	
	Submitted /	
	remitted	m
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	19-08-2024 from 3:00 P.M to 4:00 P.M,
	of Public e-auction or	Kotak Mahindra Bank Limited
	time after sale by any	No.22, M G Road, Bangalore- 560 001
	other mode shall be	
10	completed.  The E-auction will be	
10	conducted through	M/s C1 India Private Limited, at the web
	Banks approved	portal
	service provider. E-	www.bankeauctions.com
	auction tender	
	documents containing	https://auctions.kotak.com/properties/auction-
	e-auction bid form,	notices/
	declaration etc., are	
	available in the	
	website of the service	
	provider as mentioned above.	
11	i. Bid increment	i. Rs.50,000/-
111	amount:	<b>ii.</b> Unlimited extension of Five Minutes
	ii. Auto extension:	for each bid, if the bid continues, till
		sale concluded
12	i. Date and Time	08 & 9.08.2024, Time: 10.00 AM and 4.00
	during which	PM
	inspection of	
	immovable asset	
	to be sold and intending	
	bidders should	
	satisfy	
	themselves	
	about the asset	
	and their	
	specifications.	
	ii. Contact person	
	with Mobile	Mr, Sridhar B & Karun B (+919620077611
Ī	Number.	& 8655928069).





- 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 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.
- 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-cumstatement in form No. 26QB having remitted the TDS. The certificate for TDS in form 16B to be submitted to the bank subsequently.
- j) It shall solely be the responsibility of the successful bidder to get the sale certificate registered. A11 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 prescribed under format SARFAESI Act & Rules 2002 for the referred above 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.
- 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.
- 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.
- 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.
- 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 them without any liability / claim against Kotak Mahindra Bank Limited.
- 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. <a href="https://auctions.kotak.com/properties/auction-notices/">https://auctions.kotak.com/properties/auction-notices/</a> Or (https://www.bankeauctions.com).
- 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 the custody of Kotak Mahindra Bank Limited, if any within 30 days from the publication, with date of 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. 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

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.

Place: Bengaluru Date: 31-07-2024 For Kotak Mahindra Bank Ltd. Authorized Officer