



Kotak Mahindra Bank

	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)	1. M/s Annapoorna Trading, # 10/2, Mysore Road, Rudrappa Garden, Kasturba Road, Bangalore- 560026,.....(Borrower) 2. Mr. Sripad Udupa, # 10/2, Mysore Road, Rudrappa Garden, Kasturba Road, Bangalore-560026..... Borrower 3. Mrs. Rukmani, # 10/2, Mysore Road, Rudrappa Garden, Kasturba Road, Bangalore- 560026 (CO-Borrower)
2	Name and Address of the Branch, the secured Creditor	Kotak Mahindra Bank Limited, No. 22, M G Road, Bangalore 560 001
3	Complete Description of the immovable secured assets(s) to be sold	Item No 1: All that piece and parcel of the Residential Property bearing No. 06, Kahata No. 89, assessment No. 5/1B, situated at shivanapura Village, Dasanapura Hobli, Bangalore North Taluk, measuring North to South 53+51/2 feet and East to West 30 ft , in all admeasuring 1560 Sq Ft, and bounded on: East by: Private Property; West by: Road; North by: Site No.5; South by: Site No.7 Item No2: All that piece and parcel of the Office Space bearing unit nos. B - 5 & B - 6, Basement floor, having new PID No.73-74, in the complex known as "SNS Arcade" - complex, Old airport road, Konena Agrahara, Bengaluru - 17.
4	Details of the encumbrances known to the secured creditor	Nil
5	The secured debt for recovery of which property	₹. 3,24,14,881.79/-. (Rupees Three Crores Twenty Four Lakh Forteen Thousand Eight Hundred Eighty

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
Kotak House, 22 M.G. Road,
Bangalore – 560001

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www.kotak.com

Registered Office:
27, BKC, C 27, G Block
Bandra Kurla Complex,
Bandra (E), Mumbai – 400051
Maharashtra India

This is an Internal document.

	is to be sold	One and Paise Seventy Nine Only) as on 31-07-2023
6	Deposit of Earnest money (EMD)	Item NO 1. ₹ 2,65,032/- Item No 2. ₹ 5,79,150/- being the 10% Reserve Price remitted RGTS or Demand draft in favour Kotak Mahindra Bank Limited payable at Bangalore
7	i. Reserve Price of the immovable Secured asset: ii. Deposit of EMD: iii. Last Date & Time which EMD to Submitted / remitted	Item No 1. ₹ 26,50,320/- Item No. 2 ₹. 57,91,500/- In Favour Kotak Mahindra Bank Ltd Bangalore on or before 06-11-2024 Up to 12:00 Noon
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.	06-11-2024 from 3:00 P.M to 4:00 P.M, Kotak Mahindra Bank Limited No.22, M G Road, Bangalore- 560 001
10	The E-auction will be conducted through 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.	M/s C1 India Private Limited, at the web portal www.bankeauctions.com https://www.kotak.com/en/bankeauctions.html
11	i. Bid increment amount: ii. Auto extension:	i. Rs.10,000/- & 50,000/- respectively 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	28 & 29.10.2024, Time: 10.00 AM and 4.00 PM

	<p>the asset and their specifications.</p> <p>ii. Contact person with Mobile Number.</p>	<p>Mr, Sridhar B & Karun B (+919620077611 & 8655928069).</p>
13	Other Conditions	<p>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)</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>e) The Secured asset shall be sold to the highest bidder/offerer, subject to acceptance of the bid by the secured 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</p>

		<p>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 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>
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Place: Bengaluru
Date: 18-10-2024

For Kotak Mahindra Bank Ltd.
Authorized Officer

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CIN: L65110MH1985PLC038137
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