

Registered Office: - 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051. Corporate identity No. L65110MH1985PLC038137). Regional Office, Kotak Mahindra Bank Ltd., 4th Floor, Sidhhi Vinayak Complex, Near Shiv Ranjani Cross Road, Satellite, Ahmedabad-380015

PUBLIC NOTICE FOR AUCTION CUM SALE

Notice is hereby given to the public in general and in particular to the **Borrower/Co-Borrower/Guarantor** that the below described immovable property mortgaged to the Authorised Officer of Kotak Mahindra Bank Ltd, **the Physical Possession** of which has been taken by the Authorised Officer of Kotak Mahindra Bank Ltd, will be sold on “AS IS WHERE IS”, “AS IS WHAT IS” and “WHATEVER THERE IS” basis, offers are invited to submit online through the Web Portal of our e-Auction Service Partner, **M/s.C1 India Pvt Ltd i. e. www.clindia.com** by the undersigned for sale of the immovable property of which particulars are given below:-

Sr No.	Name of the Borrower(s) / Guarantor(s) / Mortgagor(s)	Demand Notice Date and Amount	Description of the Immovable properties	Reserve Price	Earnest Money Deposit (EMD)	Auction Details of Immovable properties
1	<p>For Loan A/c No. BBA_WC 510044013543</p> <p>1. Balaji Fashion (Borrower)</p> <p>2. Rakesh Kumar Modi (Guarantor)</p> <p>3. Mohan Kumar Modi (Guarantor)</p> <p>4. Aruna Rakesh Modi (Guarantor)</p> <p>5. Usha Mohan Modi (Guarantor)</p> <p>For Loan A/c No. BBA_WC 510044019510)</p> <p>1. Balaji Trends Pvt Ltd (Borrower)</p> <p>2. Rakesh Kumar Modi (Guarantor)</p>	<p>Demand Notice Dt. 09/08/2021</p> <p>Rs.56,40,322.61/-</p> <p>Demand Notice Dt. 09/08/2021</p> <p>Rs.1,07,10,061.87 /-</p>	<p>Property 1. Shop No. 5098 And 5099, 5100, 5101, 5102, 5116, 5117 5118, 5119, 5120, 5121 Ambaji Market, Ring Road, Surat – 395002</p> <p>Property 2. Shop No. A/5109 Ambaji Market, Ring Road, Surat – 395002</p>	<p>Rs. 1,33,41,736/- (Rupees One Crore Thirty Three Lakh Forty One Thousand Seven Hundred Thirty Six Only)</p> <p>Rs. 60,10,605/- (Rupees Sixty Lakh Ten Thousand Six Hundred Five Only)</p>	<p>10% of Bid Amount</p> <p>Rs. 13,34,174/- (Rupees Thirteen Lakh Thirty Four thousand One Hundred Seventy Four Only)</p> <p>Rs. 6,01,061/- (Rupees Six Lakh One Thousand</p>	<p>Date of Inspection of Immovable properties 13-10-2023 Time 11.00 A.M. 01. 00 P.M.</p> <p>Last Date for Submission of Offers / EMD :- 21-10-2023 till 4.00 P.M.</p> <p>Date/ time of Auction 23-10-2023, Time – 11.00 A.M. to 12.00 P.M.</p>

<p>3. Mohan Kumar Modi (Guarantor)</p> <p>4. Aruna Rakesh Modi (Guarantor)</p> <p>5. Usha Mohan Modi (Guarantor)</p>	<p>Property 3. Shop No. 6122 And 6123, 6124, 6125, 6126 Ambaji Market, Ring Road, Surat – 395002</p> <p>(For Loan A/c No. BBA_WC 510044013543 & BBA_WC 510044019510)</p> <p>Type of Possession:- Physical</p>	<p>Rs. 48,53,925/-</p> <p>(Rupees forty Eight Lakh Fifty Three Thousand Nine Hundred Twenty Five Only)</p>	<p>Sixty One Only)</p> <p>Rs. 4,85,393/-</p> <p>(Rupees Four Lakh Eighty Five Thousand Three Hundred Ninety Three Only)</p>
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Important Terms & Conditions of Sale:

- (1) The Auction is conducted as per the further Terms and Conditions of the Bid document and as per the procedure set out therein. Bidders may go through the website of our E-Auction Service Provider, **M/s.C1 India Pvt Ltd** i.e. <https://www.bankeauctions.com> for bid documents, the details of the secured asset put up for e-Auction and the Bid Form which will be submitted online;
- (2) All the intending purchasers/bidders are required to register their name in the Web Portal mentioned above as <https://www.bankeauctions.com> and generate their User ID and Password in free of cost of their own to participate in the e-Auction on the date and time aforesaid;
- (3) For any enquiry, information, support, procedure and online training on e-Auction, the prospective bidders may contact the M/s **C1 India Pvt Ltd Department** of our e-Auction Service Partner **M/s. Vinod Chauhan**, through **Tel. No.: +91 7291971124,25,26_**, **Mobile No.: 9813887931** & **E-mail ID: delhi@c1india.com & support@bankeauctions.com**;
- (4) To the best of knowledge and information of the Authorised officer, there is no encumbrance in the property/ies. However, the intending bidders may inspect the property and its documents as mentioned above or any other date & time with prior appointment and they should make their own independent inquiries regarding the encumbrance, title of property/ies put on e-Auction and claims/right/dues/affecting the property prior to submitting their bid. The e-Auction advertisement does not constitute any commitment or any representation of KMBL. The property is being sold with all the existing and future encumbrances whether known or unknown to KMBL. The Authorised officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues.
- (5) For participating in the e-Auction, intending purchasers/bidders will have to submit/upload in the Web Portal (<https://www.bankeauctions.com>) the details of payment of interest-free refundable Earnest Money Deposit (EMD) of the secured asset as mentioned above by way of Demand Draft in favour of '**Kotak Mahindra Bank Limited**'

payable at Surat along with self-attested copies of the PAN Card, Aadhaar Card, Residence Address Proof, Board Resolutions in case of company and Address Proof as specified above.

- (6) The EMD of all other bidders who did not succeed in the e-Auction will be refunded by KMBL within 72 working hours of the closure of the e-Auction. The EMD will not carry any interest;
- (7) The balance amount of purchase consideration shall be payable by the Successful Purchaser/ Bidder on or **before the fifteenth (15th) day from the date of 'Confirmation of Sale'** of the said secured asset by the Authorised Officer/ Secured Creditor or such extended period as may be agreed upon in writing by the Authorised Officer at his/her discretion. In case of default, all amounts deposited till then shall be liable to be forfeited;
- (8) For inspection of property or more information, the prospective bidders may contact the Authorised Representative, **Mr.Prashant Satpute (Mobile No. +91 9724433999, E-mail ID: satpute.prashant@kotak.com / Mr. Ashok Motwani (Mobile No. +91 9873737351, E-mail ID: ashok.motwani@kotak.com**
- (9) At any stage of the e-Auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or postpone the e-Auction without assigning any reason thereof and without any prior notice. In case any bid is rejected, Authorised Officer can negotiate with any of the rendered or intending bidders or other parties for sale of property by Private Treaty;
- (10) Sale is subject to the confirmation by the Authorised Officer. The Successful Purchaser/ Bidder shall bear any statutory dues, taxes, fees payable, stamp duty, registration fees, etc. that is required to be paid in order to get the property conveyed/delivered in his/her/its favour as per the applicable law;
- (11) The sale shall be subject to rules/conditions prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as amended from time to time; it shall solely be the responsibility of the Successful Bidder/ Purchaser to get the sale 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 for the above referred property shall be borne by the Successful Bidder/ Purchaser. The sale has to be registered at the earliest else the purchaser has to give the request letter to KMBL mentioning the reason of delaying the registration;
- (12) No person other than the intending bidder/ offerer themselves, or their duly authorised representative shall be allowed to participate in the e-Auction/sale proceedings. Such Authorisation Letter is required to submit along with the Bid Documents;
- (13) The bid price shall be above the Reserve Price during e-auction and improve their offer in multiple of **Rs.1,00,000/- as incremental amount**. The property will not be sold below the Reserve Price set by the Authorised Officer.
- (14) The successful bidder is required to **deposit 25% of the sale price (inclusive of EMD) immediately not later than next working day by Demand Draft** drawn in favour of Kotak Mahindra Bank Ltd., payable at **Surat** and the balance amount of sale price shall be paid by the successful bidder within **15 days** from the date of confirmation of sale by Bank. The EMD as well as Sale Price paid by the interested bidders shall carry no interest. The deposit of **EMD or 25%**, whatever the case may be shall be forfeited by the Bank, if the successful bidder fails to adhere to the terms of sale or commits any default.
- (15) On Compliance of terms of sale, Authorised Officer shall issue "Sale Certificate" in favour of highest bidder. All the expenses related to stamp duty, registration Charges, Conveyance, VAT, TDS etc. to be borne by the bidder/purchaser.
- (16) **The successful bidder shall pay 1% of Sale price towards TDS** (out of the sale proceeds) and submit **TDS Certificate** to the Authorized officer and the deposit the entire amount of sale price (after deduction of 1% towards TDS), adjusting the EMD within 15 working days of the acceptance of the offer by the Authorized Officer, or within such other extended time as deemed fit by the Authorized Officer, failing which the earnest deposit will be forfeited.
- (17) Bank does not take any responsibility to procure any permission/NOC from any Authority or under any other law in force in respect of property offered or any other dues i.e. outstanding water/electric dues, property tax or other charges if any.
- (18) The successful bidder shall bear all expenses including pending dues of any Development Authority if any/taxes/utility bills etc. to Municipal Corporation or any other authority/agency and fees payable for stamp duty/registration fee etc. for registration of the 'Sale Certificate'.
- (19) The Authorised Officer reserves the absolute right and discretion to accept or reject any or all the offers/bids or adjourn/cancel the sale without assigning any reason or modify any terms of sale without any prior notice.
- (20) To the best of its knowledge and information, the Bank is not aware of any encumbrances on the property to be sold except of Bank. Interested parties should make their own assessment of the property to their satisfaction. Bank does not in any way guarantee or makes any representation with regard to the fitness/title of the aforesaid property.

For any other information, the Authorised Officer shall not be held responsible for any charge, lien, encumbrances, property tax or any other dues to the Government or anybody in respect to the aforesaid property.

- (21) Further interest will be charged as applicable, as per the Loan documents on the amount outstanding in the notice and incidental expenses, costs, etc., is due and payable till its realization.
- (22) The notice is hereby given to the Borrower (s) / Mortgager(s)/ Guarantor(s), to remain present personally at the time of sale and they can bring the intending buyers/purchasers for purchasing the immovable property as described herein above, as per the particulars of Terms and Conditions of Sale.
- (23) The immovable property will be sold to the highest bidder. However, the undersigned reserves the absolute discretion to allow inter se bidding, if deemed necessary.
- (24) Bank is not responsible for any liabilities upon the property which is not in the knowledge of the Bank.

The Borrower (s) / Mortgager(s) / Guarantor(s) are hereby given **STATUTORY 15 DAYS NOTICE UNDER RULE 6(2), 8(6) & 9(1) OF THE SARFAESI ACT** to discharge the liability in full and pay the dues as mentioned above along with upto date interest and expenses with in fifteen days from the date of this notice failing which the Secured Asset will be sold as per the terms and conditions mentioned above. 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. If the borrower/guarantors/mortgagers pays the amount due to Bank, in full before the date of sale, auction is liable to be stopped.

For detailed terms and conditions of the sale, contact the Authorised Officer **Mr. Prashant Satpute (Mobile No. +91 9724433999, E-mail ID: satpute.prashant@kotak.com / Mr. Ashok Motwani (Mobile No. +91 9873737351, E-mail ID: ashok.motwani@kotak.com** at above mentioned Regional office of Bank.

Special Instruction: e-Auction shall be conducted by our Service Provider, **M/s. C1 India Pvt Ltd** on behalf of Kotak Mahindra Bank Limited (KMBL), on pre-specified date, while the bidders shall be quoting from their own home/ offices/ place of their Bid as per their choice above the Reserve Price. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither **KMBL nor C1 India Pvt Ltd** shall be responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Auction successfully. However, it is requested to the Bidder(s) not to wait till the last moment to quote/improve his/ her Bid to avoid any such complex situations.

Place:- Surat
Date: 27.09.2023

Sd/-
Authorised Officer
Kotak Mahindra Bank Ltd.