

	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 PROVISIO 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). MR. Dinesh Kumar No 9, 1st Floor, Nanjappa Building Obaiyah Lane,Cotton Pet, Near lucky inn large, BANGALORE – 560053 ALSO AT MR. Dinesh Kumar FLAT NO 204, 2 ND FLOOR, LAKSHMI COMPLEX, NO 19/20, COTTONPET MAIN ROAD, BANGALORE – 560053 MR. Dinesh Kumar NO 268,1ST FLOOR, P S LANE SANTUSAPET, CHIKPET, BEHIND RAGHAVENDRA PRASANNA HOTEL BANGALORE – 560053, 2) Mrs. SARIKA No 9, 1st Floor, Nanjappa Building, Obaiyah Lane, Cotton Pet, Near lucky inn large, BANGALORE - 560053
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	<u>SCHEDULE-A</u> All that piece and parcel of a property bearing Municipal No. 20, situated at Bashyam Road (Cottonpet Main Road) Bangalore, measuring 4613 Sq Ft, situated within the administrate limits of Ward no 29, ward Name Cottonpet of BBMP, Bangalore, with an apartment building named Lakshmi Complex, standing Thereon, bounded on the: East by: Remaining portion of the property of M/s Rudra Industrial & Commercial Corporation that being a portion of No 19, Cottonpet West by: Cottonpet Main Road North by: Remaining portion of the property of M/s Rudra Industrial & Commercial Corporation that being a

		<p>portion of No 19, Cottonpet</p> <p>South by: K V Lane and Private Property.</p> <p style="text-align: center;"><u>Schedule B</u></p> <p>All that piece and parcel of a 2 BHK residential Flat bearing No 204, PID No 29-1-20/4, on the second floor of Schedule- A property in the apartment building named Lakshmi Complex, no 19/20, measuring 749 Sq Ft of super built up area together with 216 Sq Ft, of undivided share in the land as per Schedule – A and bounded on the:</p> <p>East by: Remaining portion of the property of M/s Rudra Industrial & Commercial Corporation that being a portion of No 19, Cottonpet</p> <p>West by: Common Passage & Flat No 201</p> <p>North by: Flat No 203</p> <p>South by: Private Property & Ganesh Temple</p>
4	Details of the encumbrances known to the secured creditor	Nil
5	The secured debt for recovery of which property is to be sold	₹ 50,28,969.59 /- (Rupees: Forty Six Lakhs Ninety Three Thousand Nine Hundred Four Paise sixteen Only) 18-03-2024
6	Deposit of Earnest money (EMD)	₹ 5,15,686/- (Rupees Five Lakhs Fifteen Thousand Six Hundred eighty Six Only) being the 10% Reserve Price remitted RGTS or Demand draft in favour Kotak Mahindra Bank Limited payable at Bangalore
7	<p>i. Reserve Price of the immovable Secured asset:</p> <p>ii. Deposit of EMD:</p> <p>iii. Last Date & Time which EMD to Submitted /</p>	<p>₹.51,56,865/- (Rupees Fifty One Lakhs Fifty Six Thousand Eight Hundred Sixty Five Only)</p> <p>DD/ NEFT/ RTGS in favour Kotak Mahindra Bank Ltd, Bangalore</p> <p>23-04-2024 on or before 6:00 PM</p>

	remitted	
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.	24-04-2024 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://auctions.kotak.com/properties/auction-notices/
11	i. Bid increment amount: ii. Auto extension:	i. Rs.50,000/- 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 the asset and their specifications. ii. Contact person with Mobile Number.	16.04.2024, Time: 10.00 AM and 4.00 PM Mr Sirdhar B Or by person Mr. Karun B, Mobile- (+91 9738413007) (+919686812683).
13	Other Conditions	a) Bidder shall hold a valid E mail ID (e mail ID is absolutely necessary for the

		<p>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</p>
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		<p>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> <p>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.</p> <p>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.</p> <p>o) In the event the said sale in favour of the bidder not being confirmed by the Authorised officer, otherwise than on account of the willful default of the bidder or if the sale is set aside by any order of any Order / Direction / Decree received from any Court/Tribunal and in such an event, the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her EMD or purchase money as the case may be, but without any interest and/or charges and expenses of and incidental to the said sale and investigation of title or nay other costs incurred by him /</p>
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	<p>her.</p> <p>p) 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. https://auctions.kotak.com/properties/auction-notices/ Or https://www.bankeauctions.com.</p> <p>q) 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 under the custody of Kotak Mahindra Bank Limited, if any within 30 days from the date of publication, with 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.</p> <p>r) 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.</p> <p>s) All the disputes arising amongst the parties shall be adjudicated according to Indian Law and the courts in Bangalore alone shall have jurisdiction to entertain/ adjudicate such disputes</p>
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Place: Bengaluru
Date: 02-04-2024

For Kotak Mahindra Bank Ltd.
Authorized Officer