



#### KOTAK MAHINDRA BANK LIMITED

Registered Office 27,BKC C27, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 Branch Office:- 29-4-19, Kodandaramireddy Street, Opp. Rahman Park Water tank, Governor pet, Vijayawada – 520 002 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 Borrower(s) Guarantor(s)	1. M/s. Kamadhenu Outsourcing Private Limited, Represented by its Director Mr. K. Narmada Registered Office at: No. 5-70 (Old No. 5-137C) Bhairava Nagar, Near RTO Office, Anantapur – 515 002
		Also at:
		M/s. Kamadhenu Outsourcing Private Limited, Represented by its Director Mr. K. Narmada Prasannaya palli Railway Station Road, Kamadhenu Building, New Building, Opp. Smash Badminton Academy Adarsha Nagar, Anantapur – 515 001 (Borrower) 2. Mr. K Linga Reddy, S/o. K. Samsree Reddy,
		D.No. 12-4-298, Obuladeva Nagar, Anantapur – 515 001 ( Guarantor)
		3. Mrs. Koppula Narmada, W/o. K. Linga Reddy D.No. 12-4-298, Obuladeva Nagar, Anantapur – 515 001 (Director / Mortagagor /Guarantor)
		4. Mr. <b>Bhumireddy Rajasekhar Reddy</b> S/o. B. Gopal Reddy, D.No. 12-4-298, Obuladeva Nagar, Anantapur – 515 001 ( <b>Director</b> )
		5. <b>Mr. Gowranna Dhanunjaya,</b> S/o G Gowranna, DNo. 18/826, Neeruganti Street, SV Cinimax, Anantapur – 515001 ( <b>Director</b> )
		6. <b>Mr. Bathyala Lakshmi Narasimha Murthy,</b> S/o Bathyala Ramappa, 5-5B, Bhairavanagar Colony, Near RTO office, Anantapur – 515002 (Director)

Kotak Mahindra Bank Ltd. Kondaramireddy Street, Opp Rahaman Park,Governorpet 400051 Vijayawada – 520 002 Registered Office: Bandra Kurla Complex, Bandra (E), Mumbai –



		7. Mr. Venna Pusala Chenna Reddy,
		S/o Venna Pusala Sunki Reddy,
		D No 11-2-286,
		Naik Nagar, Anantapur – 515001.
		(Director)
2	Name and Address of the	Kotak Mahindra Bank Limited,
	Branch, the secured Creditor	#29-4-19, Kodandaramireddy Street, Opp. Rahman Park
	,	Water tank, Governor pet, Vijayawada – 520 002
3	Complete Description of the	Mortgage Properties
	immovable secured assets(s)	Item No. 1
	to be sold	(under Regd. Sale Deed No. 687/2018 at Sub
	to be 501a	Registrar, Anantapur)
		<u>registrar, mantapar j</u>
		All that the piece and parcel of Open Plot in .S.No. 342,
		12th Ward, admeasuring 966.16 Sq. Yards Opp. Smash
		Municipality & District – 515 001 within the Registration
		District and Sub- Registration District of Anantapur
		Owned by Mrs. K. Narmada bounded by:
		NORTH: Road
		SOUTH: 40' Feet Road
		EAST: Plot of K. Narmada in the same Sy.No. and Land of
		others
		WEST: Plot sold by Dr. K. Sailajanath to others
		Marile al De la
		Within these Boundaries land measuring
		From East to West: 93 Feet or 28.37 Meters
		From North to South 93.5 Feet or 28.52 Meters total
		admeasuring to 966.16 Sq.yards
		<u>Item No. II</u>
		(under Regd. Sale Deed No. 688/2018 at Sub
		Registrar, Anantapur)
		All that the piece and parcel of Open Plot in .S.No. 342,
		12th Ward, admeasuring 266.66 Sq.Yards Opp. Smash
		Badminton Academy, Adarsh Nagar, Anantapur
		Municipality & District – 515 001 within the Registration
		District and Sub- Registration District of Anantapur
		Owned by Mrs. K. Narmada bounded by:
		EAST: ROAD,
		WEST: Plot of K. Narmada in the same Sy.No.
		NORTH: Plot of Others
		SOUTH: 40' Feet Road
		Within these Boundaries land measuring
		From East to West: 80 Feet or 24.40 Meters
		From North to South: 30 Feet or 9.15 Meters total
		admeasuring to 266.66 Sq.yards
4	Details of the encumbrances	0
-	known to the secured	Nil
	creditor	
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Kotak Mahindra Bank Ltd. Kondaramireddy Street, Opp Rahaman Park,Governorpet 400051 Vijayawada – 520 002 Registered Office: Bandra Kurla Complex, Bandra (E), Mumbai –



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5	The secured debt for recovery of which property is to be sold	Rs.4,36,30,563.33 (Rupees Four Crores Thirty Six Lakhs Thirty Thousand Five Hundred Sixty Three and Paisa Thirty Three Only) as on 06 Jul 2023
6	Deposit of Earnest money (EMD)	Item 1 EMD amount Rs.19,50,695/-(Rupees Nineteen Lakhs Fifty
		Thousand Six Hundred Ninety Five Only) Item 2 EMD amount
		Rs.5,28,897.6/-(Rupees Five Lakhs Twenty Eight Thousand Eight Hundred Ninety Seven Only)
7	i. Reserve Price of the immovable Secured asset:	RP amount for Item 1 Rs.1,95,06,955/-(Rupees One Crore Ninety Five Lakhs Six Thousand Nine Hundred Fifty Five Only) RP amount for Item 2 Rs.52,88,976/- (Rupees Fifty Two Lakhs Eighty Eight Thousand Nine Hundred Seventy Six Only)
	ii. Deposit of EMD:	Demand Draft drawn in favour of <b>Kotak Mahindra Bank Limited</b> payable at Vijayawada
	iii. Last Date & Time which EMD to Submitted / remitted	02.10.2023 Time before 4:00 PM
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.	Date 03.10.2023 from 12:00 P.M to 01:00 P.M, # 29-4-19, Kodandaramireddy Street, Opp. Rahman Park Water tank, Governor pet, Vijayawada – 520 002
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/bank-auctions.html
11	<ul><li>i. Bid increment amount:</li><li>ii. Auto extension:</li></ul>	<ul> <li>i. Rs.1,00,000/-</li> <li>ii. Unlimited extension of Five Minutes for each bid, if the bid continues, till sale concluded</li> </ul>



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12	i. Date and Time	Date 18.10.2023 &19.10.2023, Time: 11.00 AM and
	during which	3.00 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 Number.	Mr. Ramachandran Or by person Mr. Mr Nagendra,
	110511011111111111111111111111111111111	Mobile- (+918976898308)
13	Other Conditions	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)
		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.
		* *
		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.
		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.
		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.
		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.
		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
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- 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.
- 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 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-cum-statement 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. 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.
- 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.
- 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.
- 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://www.kotak.com/en/bank-auctions.html">https://www.kotak.com/en/bank-auctions.html</a>. Or (https://www.bankeauctions.com).
- p) The borrowers/mortgagor are also hereby informed that they must take delivery of their personal household 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.
- 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: Vijayawada Date: 12-10-2023 For Kotak Mahindra Bank Ltd. Authorized Officer