



kotak Kotak Mahindra Bank

Kotak Mahindra Bank Ltd.,
Registered Office: 27, BKC, C-27, G Block,
 Bandra Kurla Complex, Bandra (East),
 Mumbai - 400051

Branch Office:
 1/11, 1st Floor, East Patel Nagar,
 New Delhi - 110 008

Corporate Identity Number -
 L65110MH1985PLC038137

E - AUCTION CUM SALE NOTICE OF IMMOVABLE PROPERTY

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8 (6) and 9(1) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the Public in general and in particular to the Borrower (s), Guarantor (s) and / or Mortgagor (s), that the below described immovable property(ies) mortgaged / charged to **Kotak Mahindra Bank Limited** (“Secured Creditor”), the Possession of which has been taken by the Authorised Officer of the Secured Creditor, will be sold through E-Auction on “AS IS WHERE IS BASIS”, “AS IS WHAT IS BASIS”, and “WHATEVER THERE IS BASIS “on 3rd **February 2022** for recovery of **Rs. 6,09,86,047.93/- (Rupees Six Crore Nine Lakh Eighty Six Thousand Forty Seven and Paise Ninety Three only) as on 30th September, 2016**, together with further interest and other charges thereon at the contractual rate upon the footing of compound interest until full and final payment/realization of dues to Kotak Mahindra Bank Limited, being the Secured Creditor, from the Borrower /Mortgagors/Guarantors namely **1. M/s Onkar Prasad Agarwal (Borrower) 2. Mr. Ram Dass Goyal HUF (represented through Karta Abhishek Goyal (“Proprietor /Guarantor”), 3. Mrs. Anjali Goyal (Mortgagor /Guarantor) 4. Mr. Abhishek Goyal (Mortgagor/Guarantor)**

The details/ description of Immovable Property put up for auction, the Reserve Price, the Earnest Money Deposit and the Auction Schedule are as mentioned below:

Sr No	Name of the Mortgagor/s	Details Of Immovable/Movable Property put for E – Auction	Reserve Price <hr/> (INR)/ Earnest Money Deposit
1.	Mr. Abhishek Goyal and Mrs. Anjali Goyal	All that part and parcel of space /office /shop bearing no. F-17 admeasuring super area of 89.18 sqr mtrs i.e. 960 sqr ft. on first floor along with superstructures, including all present and future rights, title, interests, easements, privileges, fittings, fixtures, connections, rights in common area (lift if any), entrances, passages, staircase, present and future development rights and other common facilities and amenities provided therein situated in Star City Mall built on commercial plot bearing no 01A admeasuring 5680 sqr mtrs at District Centre, Mayur Place, Mayur Vihar Phase –I, New Delhi i.e. said property is bounded as under: East: Plot No. 1B West: Open Road,	Rs.1,05,60,000/- (Rupees One Crore Five Lakh Sixty Thousand only) Rs.10,56,000/- (Rupees Ten Lakh Fifty Six Thousand only)



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North: Plot-2A, **South:** Parking
/Road

The undersigned may at his absolute discretion and on prior request from the prospective buyers, arrange for inspection of the said property on 24th January 2022 between 12:00 P.M. to 03:00 PM through his Authorised representative/agent.

Important Terms and Conditions:

1. The E - Auction shall be conducted only through “On Line Electronic Bidding” through website <https://kotakbank.auctiontiger.net> on 3rd February 2022. The E – Auction shall be conducted from 11:00 A.M. to 12:00 Noon with unlimited extensions of 5 minutes duration each.
2. For details about E-Auction, the intending bidders may contact M/s E-Procurement Technologies Ltd., B-704-5, Wall Street-II, Opp. Orient Club, Nr. Gujarat College Road, Ellis Bridge, Ahmedabad, contact person **Mr. Ram Sharma- 06351896834, Email: delhi@auctiontiger.net; ramprasad@auctiontiger.net. Helpline No. 079-61200595/520/548. Helpline email id- support@auctiontiger.net.**
3. The intending bidders may visit the Bank’s official website - <https://www.kotak.com/en/bank-auctions.html> for auction details and for the terms and conditions of sale.
4. For detailed terms and conditions of auction sale, the bidders are advised to go through the portal <https://kotakbank.auctiontiger.net> and the said terms and conditions shall be binding on the bidders who participate in the bidding process.
5. The interested Bidder/s are required to generate the login ID and password from the portal <https://kotakbank.auctiontiger.net> before uploading the bid and other documents.
The bid form has to be filled in the prescribed form and is to be submitted / uploaded online only along with KYC documents of the Bidder/s on the portal <https://kotakbank.auctiontiger.net> on or before 2nd February 2022 upto 4.00 P.M. and the scanned copies of the duly filled and signed bid documents and KYCs of the Bidder/s should be sent by mail to vikram.sharma@kotak.com. The Bidder shall write the subject of the email “**For purchase of Mayur Vihar Property in the account of “M/s Onkar Prasad Agarwal”.**
6. Prospective bidders may avail online training, for generating Login ID and password and for online bidding process etc., from M/s. E - Procurement Technologies Limited (Auction Tiger) on above mentioned contact numbers.
7. **Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT/FUND TRANSFER to the credit of Account No. 06410125272001, Kotak Mahindra Bank Ltd., Nariman Point Branch, Mumbai, IFSC Code: KKBK0000958, on or before 2nd February 2022 upto 04:00 p.m.** Any bid submitted without depositing the EMD amount shall stand automatically rejected. The EMD deposited by the proposed bidder shall not earn any interest.



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8. The bid price to be submitted shall be equal to and / or above the Reserve Price and during the bidding process, bidders who have submitted bids shall improve their further offers (1.) in multiples of Rs. 1,00,000/- (Rupees One Lakh Only).
9. In case any bid is placed within last 5 minutes of the closing time of the e-auction proceeding, the closing time shall automatically and immediately get extended by another 5 minutes as mentioned hereinabove.
10. The successful bidder has to deposit 25% of the highest bid amount (including EMD already paid) immediately on closure of the e-auction sale proceedings or on the following working day in case business hours is closed on the day of E - Auction, in the mode stipulated as above. The balance 75% of the highest bid amount shall have to be deposited within 15 days from the date on which the acceptance /confirmation of sale is conveyed to such successful bidder or such extended period which shall be at the sole discretion of the Authorised Officer and within the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002. Please note that the time line for payment of the sale consideration would not be extended and the successful auction purchaser will not have any right to claim FORCE MAJURE, in the event he fails to make the payment within stipulated timelines for any reason whatsoever.
11. The highest bidder will not have any right and title over the property until the Sale Certificate is issued in his favour subject to realisation of entire Auction Price and other incidental expenses. Sale shall be subject to terms and conditions of E- Auction and confirmation by the Secured Creditor to that effect.
12. If the successful bidder fails to deposit the entire bid / auction amount, the amount already deposited by the successful bidder shall be forfeited and the defaulting bidder shall neither have claim on the property nor on the amounts deposited. The Authorised Officer shall be free to exercise any one or more rights available to him in terms of the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002, in respect of the auction property/ies.
13. On receipt of the entire sale consideration within the stipulated period as mentioned above, the Authorised Officer shall issue the Sale Certificate, the sale shall be completed thereafter, and Kotak Mahindra Bank Limited shall not entertain any claims thereafter.
14. The sale certificate shall be issued in the same name in which the Bid is submitted. No request for inclusion/substitution in the sale certificate of names of any person(s) other than those mentioned in the bid shall be entertained.
15. The Sale certificate shall be issued to the successful bidder/bidder(s) for auction conducted.
16. The EMD amount, to the unsuccessful bidder/s, shall be returned by Kotak Mahindra Bank Ltd, in their accounts by way of RTGS / NEFT / Funds Transfer, within 10(Ten) working days from the date of auction sale and without any interest.
17. The Authorised Officer has the absolute right to accept or reject a bid or postpone/cancel the notified E – Auction Sale without assigning any reason. In the event of postponement/cancellation of the E – Auction Sale after submission of the bids, EMD submitted by the bidders shall be returned, without interest and in case the bids are rejected, Authorised Officer can negotiate with any of the bidders or other parties for sale of the property by private treaty.



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18. The particulars of Secured Assets specified in the Schedule hereinabove have been stated to the best of the information of the Authorised Officer / Secured Creditor, but the Authorised Officer / Secured Creditor shall not be answerable for any error, misstatement or omission in this proclamation. It is clarified that, this invitation purports to invite prospective bidders and does not create any kind of binding obligation on the part of the Authorised Officer or Kotak Mahindra Bank Ltd. to effectuate the Auction. The Authorised Officer reserves the right to cancel or modify the process and / or not to accept and / or disqualify any interested party / potential investor / bidder without assigning any reason and without any liability.
19. The Intending bidders are advised to make independent enquiry regarding dues of local Authority i.e. Municipal Taxes, Maintenance/society charges, Electricity and water Charges and any other dues or Taxes, including Transfer Charges/Fee. The Authorized Officer or the Bank shall not be responsible for any charge, lien, encumbrances, or any other dues to the Government or anyone else in respect of property Auctioned. The Intending Bidders are advised to make their own independent inquiries regarding the encumbrances on the property including statutory liabilities, arrears of property tax, electricity dues etc.
20. The intending bidders are advised to take note that the Borrower has filed Securitisation Application No. 55/2017 before the Hon'ble Debt Recovery Tribunal-II, Delhi challenging the SARFAESI Proceedings of the bank. However the court refused to grant any relief to the plaintiffs in the present proceedings. The matter is pending before the DRT-II, Delhi
21. All statutory dues/ other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser.
22. All outgoing charges i.e. Municipal Taxes, Maintenance/Society charges, Electricity and Water charges and any other dues or taxes including transfer charges / fees in respect of the property put for Auction-cum-Sale under the present notice shall be paid by the auction Purchaser solely.
23. All other incidental charges (including but not limited to security charges or maintenance charges for preservation of the property under the present auction) will be borne solely by the highest bidder from the date of issuance of Certificate of Sale, which will have to be cleared / reimbursed to the Bank before registration of the Certificate of Sale. However, at the sole discretion of the Authorised Officer, any just and reasonable delay will be considered for exemption, without setting any precedent for future.
24. As per Section 194-A of the Income Tax Act, 1961, TDS shall be applicable on the sale proceeds if the sale consideration is Rs.50,00,000.00 (Rupees Fifty Lakhs only) and above. The Successful bidder/purchaser shall deduct the applicable TDS in favour of Kotak Mahindra Bank Ltd., from the sale price, and will deposit the same with Income Tax Department, and submit challan evidencing the deposit of TDS and Form 26QB / TDS Certificate to Kotak Mahindra Bank Ltd.
25. The E-Auction will be conducted strictly on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS BASIS" through approved service provider M/s E-Procurement Technologies Ltd. All the terms and conditions of the auction are mentioned in a detailed document available at [https:// kotakbank.auctiontiger.net](https://kotakbank.auctiontiger.net). However the Authorised Officer shall have the absolute discretionary right to change or vary any of the terms and conditions. The bidders are advised to make their own independent inquiries regarding any encumbrances, Search



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in Sub-Registrar Office and Revenue Records/ Municipal Records and any administrative Government records relating to the concerned Property and shall satisfy themselves regarding the nature and description of the property, condition, any encumbrances, lien, charge, statutory dues, etc. before submitting the bid. Please note that the Bank/Authorised Officer/Secured Creditor does not in any way guarantee or make any representation with regard to the fitness/title of the property/ies/assets under auction. Sale/auction will be strictly on no recourse basis.

26. If the dues of the bank together with all costs, charges and expenses or part thereof as may be acceptable to the bank are tendered by/on behalf of the Borrower/s/Guarantor/s/Mortgagor/s, at any time on or before the date fixed for sale, the auction / sale of asset may be cancelled.
27. The Authorised Officer reserves the right to accept any or reject all bids, if not found acceptable or to postpone/cancel / adjourn/discontinue or vary the terms of the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final.
28. The details of the assets along with any pending legal cases/ on-going litigations/ eviction notices have been disclosed in the Bid document and are to be mandatorily seen before participating in the auction. The bidders shall be deemed to have read and understood the terms and conditions of the sale and shall abide by the said terms and conditions.
29. The bidders should ensure proper internet connectivity; power back up etc., The Bank shall not be liable for any disruption due to internet failure, power failure, or technical reasons or reasons / contingencies affecting the E-Auction proceedings.
30. Kotak Mahindra Bank Limited or its employees will not be liable for any claims from any person in respect of the property/ies put for sale.
31. The present notice is also uploaded on the Bank's official website i.e. www.kotak.com and interested parties can visit the same also.
32. In case there is any discrepancy between the publications of sale notice in English and Vernacular newspaper, then the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
33. For further details kindly, contact Authorised Officer Mr. Vikram Sharma (Mobile No: +91-9667221449) or Official of the Bank Mr. Ajai Nigam (Mobile No. +91-7291971536 and Mr. Dipanshu Singh (Mobile No, +91-99539-65199)

STATUTORY 15 DAYS NOTICE FOR SUBSEQUENT SALE UNDER RULES 6(2), 8(6), 8(7) & 9(1) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002

The borrower/guarantors/mortgagors are hereby notified to discharge the liability in full and pay the dues as mentioned above along with up to date interest and expenses within **15 (Fifteen) days** from the date of this notice failing which the "Secured Asset" (mentioned above) will be sold as per the terms and conditions mentioned above.

Place: Delhi

For Kotak Mahindra Bank Ltd.

Date: January 12th, 2022

Authorised Officer