OIPR- 10084/11/0001/2223 | Date : 04.05.2022 | Authorized Officer, State Bank of India

Kotak Mahindra Bank Limited

Registered Office: 27, BKC, C-27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051. CIN- L65110MH1985PLC038137,
Branch Office: Kotak Mahindra Bank Ltd., Samson Towers (4th Floor), 402,403, Pantheon Road Egmore , Chennai-600008. www.kotak.com

E - AUCTION CUM SALE NOTICE OF IMMOVABLE PROPERTIES

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) of the Security Interest (Enforcement) Rules, 2002.

tice 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 ecured Creditor"), the Physical Possession of which has been taken by the Authorized Officer of the Secured Creditor on 02-Feb-2021 will be sold through E-Auction on **"AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", d "WHATEVER THERE IS BASIS" on 25-May-2022 for recovery of Rs. 11,25,94,233.21/- as on 17-Dec-2018 (Rupees Eleven Crores Twenty Five Lakhs Ninety Four Thousand Two Hundred and Thirty** Three and **enty one** Paisa Only) as per Demand notice dated 26-Dec-2018 together with further interest and other charges thereon at the contractual rates upon the footing of compound interest until payment/realization due to Kotak hindra Bank Limited, being the Secured Creditor, from the **Borrower/Mortgagor namely, M/s. Pro Visual Audio Private Limited, No.4, Pushpa Nagar, 1st Main Road Iyyapanthangal, Chennai 600 058 M/s. Sukrith tor Cars Pvt Ltd, Mr. Natarajan, Mrs.Maheswari and Mr. R P Balamurugan**

te: Present Outstanding as on **22-April-2022 is Rs. 30,55,92,612.14 (Rupees Thirty Crores Fifty Five Lakhs Ninety TwoThousand Six Hundred and Twelve and Paisa fourteen Only)**

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

Name of the rower/Mortgagor/s /Guarantor	Details Of Immovable Property put for E – Auction	Last date for submission of online bid	Date & Time of E-Auction	Reserve Price (INR)	Earnest Money Deposit (EMD) (INR)
. Pro Visual lio Private ited, . Sukrith Motor s Pvt Ltd, Natarajan, . Maheswari and R P amurugan	**Property owned by M/s.Sukrith Motor Cars Pvt. Ltd :** All that piece and parcel of vacant land measuring; A) 3 cents 305 Sq ft. in R.S No 149/4A; **Bounded on the:** North by: Ring Road, South by: Re.Survey No 149/4B1 Punja Lands, East by: Ring Road, West by: Re.Survey. No 149/6B Punja Lands. R.S. No .149/4A1 Uthangudi Village, Madurai District , Madurai North RD. All that piece and parcel of land and Building measuring B) 30 cents 263 Sq. ft in R.S No 149/4A3: **Bounded on the:** North by: Angalaeswari Amman Kovil Trust Land, South by: Plots, East by: Premalatha Land, West by: Ring Road. C) 17 Cents 309 Sq.ft in UDR.S.No. 149/4A: **Bounded on the:** North by: Angalaeswari Amman Kovil Trust Land, South by: Plots, East by: Eastern Part of R.S. No.149/3A, West by: Ring Road. R.S No. 149/4A3, Uthangudi Village, Madurai District , Madurai North RD. D) Plot No.5 measuring 6 Cents 11 sq.ft in R.S. No 148/2: **Bounded on the :** North by: Plot No.6, South by: Plot No.4, East by: 30 feet Road, West by: Land belonging to Vijayalakshmi. **E) Plot No 6 measuring 2625 Sq.ft in UDR S.No 148/2: Bounded on the :** North by: Plot No.7, South by: Plot No.5, East by: 30 Feet Road, West by: Land belonging to Rajeshwari and Others. F) **Plot No 7 measuring 2625 Sq. Feet in UDR.S. No 148/2: Bounded on the:** North by: Plot No.8, South by: Plot No.6, East by: 30 Feet Road, West by: Land belonging to Rajeshwari and Others. **G) Plot No 8 measuring 2629 ½ Sq.feet in UDR.S.No 148/2: Bounded on the:** North by: Plot No.9, South by: Plot No.7, East by: 30 Feet Road, West by: Land belonging to Rajeshwari and Others. **H) Plot No. 9 measuring 3184 Sq.ft in UDR.S.No 148/2: Bounded in the:** North by: Survey No 148/1 Vaikal, South by: Plot No.8, East by: 30 Feet Road , West by: Land belonging to Rajeshwari and Others. At Uthangudi Village, Madurai District, Madurai North Taluk, Madurai North RD. TOGETHER WITH BUILDING THEREON And lying within thamaraipatti joint sub- Registration district and the local limits of Othakadai Village Panchayat Limit. Together with all existing buildings and the structures thereon and buildings and structures as may be erected/Constructed there upon any time from/after the date of respective mortgages and all additions thereto and all fixtures and furniture's and plant and machinery attached to the earth or permanently fastened to anything attached to the earth both present and future.	**24-05-2022 Till 5.PM**	**25-05-2022 https:// kotakbank. auctiontiger.net 1.30 PM to 2.30 PM**	**Rs. 9,00,00,000/- (Rupees Nine Crores only)**	**Rs. 90,00,000 (Ninety Lakhs Only)**

e undersigned may at his absolute discretion and on request from the prospective buyers, arrange for inspection of the said property on **20-May-2022** between 11:00 am to 01:00 pm through his authorized presentative/agent.

portant Terms and Conditions:

The E - Auction shall be conducted only through **"On Line Electronic Bidding"** through website **https://kotakbank.auctiontiger.net on 25-05-2022 from 1.30 PM To 2.30 PM** with unlimited extensions of 5 minutes duration each.

For details about E-Auction, the intending bidders may contact **M/s. E - Procurement Technologies Limited (Auction Tiger), Mr. Praveen Thevar – Mobile +91-9978591888; email id – praveen.thevar@auctiontiger.net / support@auctiontiger.net /**

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.

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.

It is requested that 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 **24-May-2022 up to 05.00 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 and ponraj.thangadurai@kotak.com Senthil.KumarA@kotak.com or. The Bidder shall write the subject of the email "For purchase of Property in the matter of **"M/s PRO VISUAL AUDIO PVT LTD .**

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.

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 **24-May-2022. Up to 05:00 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.

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 in multiples of INR 1,00,000.00 (Rupees One Lakh Only).

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.

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.

The highest bidder will not have any right and title over the property until the Sale Certificate is issued in his favour subject to realization 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.

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.

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.

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.

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 15 working days and without any interest.

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 will 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.

If any bidder intends to bid for more than 1 property under auction, then the bidders has to submit separate bids for each of the properties by following the process as mentioned above.

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.

To the best of knowledge and information of the Authorized Officer, other than SA/93/2021- DRT Chennai, GST attachment Entry and EP Order attachments there is no encumbrance on property affecting the security interest. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of property put on auction and claims/ rights/ dues/ affecting the property, prior to submitting their bid. The e-Auction sale notice issued by the Bank is an invitation to the general public to submit their bids and the same does not constitute and will not be deemed to constitute any commitment or any representation on the part of the bank. The property is being sold with all the existing and future encumbrances whether known or unknown to the bank. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party claims/ rights/ dues. The property original Tittle deeds are available but few documents have been wetted in the fire accident "which occurred at Mumbai document custodian premise

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 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.

All statutory dues/ other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser.

All outgoings 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 successful Bidder/Purchaser solely.

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.

As per Section 194-A of the Income Tax Act, 1961, TDS @ 1% 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 1% TDS in favour of Kotak Mahindra Bank Ltd., from the sale price and 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.

Sale will strictly be on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS" and "WHATEVER THERE IS BASIS" on the terms and conditions as mentioned herein, 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 in Sub-Registrar Office and Revenue Records and 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 for the concerned Property.

If the dues of the bank together with all costs, charges and expenses incurred by them 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. 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.

. 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.

. 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.

. **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.

. 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.

. For further details kindly contact Authorised Officer/s) **Mr. T.Ponraj (Mobile no. 9884283338) Mr A.Senthil Kumar (Mobile No 7358709559)and Mr. G.K.Raghuram ((Mobile No.9899276269-).**

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

e 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 with in Fifteen (15) days from the date of this notice failing which e "Secured Asset" (mentioned above) 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 nglish newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.

ate: 06-May-2022
ace: Madhurai

For Kotak Mahindra Bank Limited
Sd/-, Authorised Officer