



## KOTAK MAHINDRA BANK LIMITED

12-BKC, 6<sup>th</sup> Floor, Plot No. C-12, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051. CIN: L65110MH1985PLC038137

### NOTICE INVITING OFFERS

**NOTICE INVITING QUOTATIONS FROM PERSONS INTERESTED IN BUYING THE IMMOVABLE ASSET OF SONAL GARMENTS (INDIA) PVT. LTD (IN LIQ) UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 ("SARFAESI ACT")**

In exercise of the powers conferred under Section 13(4) of the SARFAESI Act read with the Rule 8 (5) (a) of Security Interest (Enforcement) Rules, 2002 ("Rules"), the undersigned has decided to invite quotations from interested parties for purchase of below mentioned property on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS" basis.

The interested parties may submit their quotations for purchasing the below mentioned property along with Earnest Money Deposit (EMD) equivalent to 10% of the offer amount. The EMD Amount payable by way of NEFT/RTGS in the account of KMBL at Mumbai viz. "Kotak Mahindra Bank Ltd. A/c E Auction", Account No. 8411307138 with Kotak Mahindra Bank Limited, Malad (East), Mumbai, Branch with IFSC Code No: KKBK0000646 is to be paid on or before 11<sup>th</sup> March 2019. Duly filled and signed copy of Terms and Conditions dated 20<sup>th</sup> February 2019 along with KYC documents shall be submitted to KMBL at the above address by 6.00 p.m. on 11<sup>th</sup> March 2019.

The Terms and Conditions dated 20<sup>th</sup> February 2019 are available on <https://www.kotak.com/en/bank-auctions.html>. Parties interested in submitting their quotations are requested to go through the same in detail before submitting their offers.

Particulars of Property	EMD	Encumbrance known
Unit No. 203, admeasuring 9622 Sq. Ft. of carpet area or thereabouts on the Second Floor in the Centre Point Building, Centre Point Premises Co-operative Society Ltd. 100, Dr. B Ambedkar Road, Lal Baug, Opp. Bharatmata Cinema, Parel, Mumbai-400 012 together with 8 car parking spaces.  The unit is located in a building constructed by Peninsula and is in close proximity to Currey Road and Lower Parel Stations and the monorail. Building is Gr. & 4 floors with ample visitor parking.	10% of the Offer Amount	Dues of Society and MCGM aggregating to Rs. 3,17,15,304/-

<b>Inspection of property</b>	<b>With prior appointment</b>
<b>Last date of submitting offer</b>	<b>11<sup>th</sup> March 2019 upto 6.00 p.m.</b> at KMBL office
<b>Invitation to highest Offeror(s)</b>	<b>12<sup>th</sup> March 2019 at 11.00 a.m.</b> (subject to offer being selected)

From the offers received, KMBL will select the highest offers and invite the said Offeror(s) for negotiation on 12<sup>th</sup> March 2019. The decision to select any offer and/or invite an Offeror is at the sole discretion of the AO.

For further details, please contact at **022-6218 5110/5116 or 09820607140/9619866796.**

Place: Mumbai  
Date : 20<sup>th</sup> February 2019

For Kotak Mahindra Bank Limited  
Sd/-  
Authorised Officer



**KOTAK MAHINDRA BANK LIMITED**

12-BKC, 6<sup>th</sup> Floor, Plot No. C-12, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051.

CIN: L65110MH1985PLC038137

**TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR INVITING QUOTATIONS FROM PERSONS INTERESTED IN BUYING THE IMMOVABLE ASSET OF SONAL GARMENTS (INDIA) PVT. LTD (IN LIQ) UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 ("SARFAESI ACT")**

Issued by

The Authorised Officer,  
Kotak Mahindra Bank Limited

**S N A P S H O T**

Particulars of Assets	EMD	Encumbrances Known	
Unit No. 203, admeasuring 9622 Sq. Ft. of carpet area or thereabouts on the Second Floor in the Centre Point Building, Centre Point Premises Co-operative Society Ltd. 100, Dr. B Ambedkar Road, Lal Baug, Opp. Bharatmata Cinema, Parel, Mumbai-400 012 together with 8 car parking spaces.	<b>10% of the offer amount</b>	Dues of Society and MCGM aggregating to Rs. 3,17,15,304/-	
<b>INSPECTION</b>	With prior appointment		
<b>LAST DATE FOR SUBMITTING OFFER</b>	<b>11<sup>th</sup> March 2019</b> upto <b>6.00 p.m.</b> at Office of KMBL		
<b>INVITATION TO HIGHEST OFFEROR(S)</b>	<b>12<sup>th</sup> March 2019</b> at <b>11.00 a.m.</b> (subject to offer being selected)		
<b>EARNEST MONEY DEPOSIT (EMD) REMITTANCE</b>	10% of Offer amount through NEFT/RTGS in favour of " <b>Kotak Mahindra Bank Ltd. A/c E Auction</b> ", <b>Account No. 8411307138</b> with <b>Kotak Mahindra Bank Limited, Malad (East), Mumbai, Branch</b> with <b>IFSC Code No: KKBK0000646.</b>		
<b>CONTACT NOS. FOR DETAILS</b>	<b>022-6218 5110/5116</b> or <b>09820607140/09619866796.</b>		
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20<sup>th</sup> February 2019



## KOTAK MAHINDRA BANK LIMITED

12-BKC, 6<sup>th</sup> Floor, Plot No. C-12, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051. CIN: L65110MH1985PLC038137

Date: 20<sup>th</sup> February 2019

M/s. \_\_\_\_\_

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### A. INTRODUCTION

Erstwhile ING Vysya Bank (now merged with Kotak Mahindra Bank Limited ("KMBL")) had sanctioned certain credit facilities to Sonal Garments (India) Pvt. Ltd. (In Liqn) ("Borrower") which were inter alia secured by way of a pari passu charge over the property as detailed below.

Whereas, the Authorised Officer ("AO") had issued notice under the provisions of Section 13(2) of the SARFAESI Act and called upon the Borrower and guarantors to pay the amounts under the said notice, within 60 days of receipt of the said notice. The Borrower and guarantors failed and neglected to comply with the said demand. Pursuant to failure of the Borrower and guarantors to pay the amount demanded and subsequent to consent of other consortium lenders under Section 13 (9) of the SARFAESI Act, the AO took physical possession of the asset as detailed herein below, after complying with the provisions of the SARAFESI Act and Rules enacted therein.

Sealed Offers are invited by the Authorised Officer ("AO") of KMBL for sale of the said Property of the Borrower as more particularly detailed herein below on "AS IS WHERE IS", "AS IS WHAT IS" AND "WHATEVER THERE IS" basis.

### B. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires the following terms shall have meaning given to them herein below:

- (i) **Bank Account:** Account maintained by KMBL being "Kotak Mahindra Bank Limited A/c E-auction", Account No. 8411307138 with Kotak Mahindra Bank Limited, Malad (East), Mumbai Branch with IFSC Code No: KKBK0000646.
- (ii) **Property:** Unit No. 203, admeasuring 9622 Sq. Ft. of carpet area or thereabouts on the Second Floor in the Centre Point Building, Centre Point Premises Co-operative Society Ltd. 100, Dr. B Ambedkar Road, Lal Baug, Opp. Bharatmata Cinema, Parel, Mumbai-400 012 together with 8 car parking spaces as more particularly mentioned in Annexure - 'III'
- (iii) **Offer/Quotation:** The amount which the Offeror is willing to pay to the Seller to purchase the Property apart from paying the dues of the Society and MCGM;
- (iv) **Offeror:** Any party intending to submit a quotation/offer for purchase of the said Property.

- (v) **Purchaser:** Offeror whose quotation/offer for purchase of the Property is accepted and confirmed by the Seller;
- (vi) **Seller:** Kotak Mahindra Bank Limited, a secured creditor of the Borrower in whose favour the said property belonging to the Borrower, is mortgaged on a pari passu basis along with Corporation Bank and Union Bank of India and is having the right/power to sell the said property.

## **1. GENERAL TERMS AND CONDITIONS OF THE SALE**

- 1.1. The Property shall be sold by inviting quotations from persons interested in buying the Property. All Offers received by KMBL/AO shall be opened on 11<sup>th</sup> March 2019 in the absence of the Offerors. The highest Offerors will be invited by KMBL /AO on 12<sup>th</sup> March 2019 at 11.00 a.m. to negotiate and finalise the Offer. The entire process of acceptance of offer shall be at the sole discretion of KMBL/AO. The Terms and Conditions dated 20<sup>th</sup> February 2019 are available at the website <https://www.kotak.com/en/bank-auctions.html> and the Offerors are advised to go through the same before submitting their offers. The opening of the offers for the said Property and subsequent invitation to the highest Offeror(s), if any, will be conducted exactly on the scheduled date and time when the AO may invite inter-se bidding amongst the Offerors.
- 1.2. The Property offered for sale is on "**AS IS WHERE IS**", "**AS IS WHAT IS**" and "**WHATEVER THERE IS**" basis. Neither KMBL nor the AO undertake any responsibility to produce any permission / NOC etc. in respect of the Property. The Property is being sold with all known and unknown encumbrances.
- 1.3. The measurements indicated, if any, are purely indicative & without any guarantee and KMBL/AO shall not entertain any claim / complaint from the Purchaser/Offeror for any deficiency in measurement / size / number etc. for recovery of whole or any part of the purchase consideration, loss of profit/ interest, damages etc.
- 1.4. The said Property is charged on first pari passu basis in favour of KMBL, Corporation Bank and Union Bank of India. The charge on the said Property is created by way of an Equitable Mortgage by deposit of title deeds by way of a Memorandum of Entry dated 27<sup>th</sup> April 2005, Supplementary Memorandum of Entry dated 19<sup>th</sup> October 2006, Second Supplementary Memorandum of Entry dated 18<sup>th</sup> July 2007 and Third Supplementary Memorandum of Entry dated 25<sup>th</sup> September 2009. The dues of KMBL, Corporation Bank and Union Bank of India are Rs. 38,95,90,518.37, Rs. 32,68,40,070.00 and Rs. 9,33,91,778.75 respectively as on 31<sup>st</sup> December 2009 along with further interest thereon from 1<sup>st</sup> January 2010 till payment, less amounts received, if any.
- 1.5. To the best of the knowledge of KMBL, the said Property also has certain Society Outstanding Dues as well as property tax dues of the Municipal Corporation of Greater Mumbai (MCGM) aggregating to **Rs.1,70,11,473/-** (till March 2019) and **Rs. 1,47,03,831/-** (uptil the Year 2018-19) respectively, which will have to be borne by the Purchaser, in addition to the purchase consideration.
- 1.6. The said Property may have certain liabilities attached to it, apart from those mentioned at Para 1.4 and 1.5 hereinabove, which are to be met by the Offeror/Purchaser and which will be over and above the purchase consideration. The Offerors may carry out their independent due-diligence, at their own cost, in respect of likely liabilities pertaining to the said Property

before submitting an offer. It may be noted that the Offeror will be responsible for meeting any and all liabilities if and when they arise and KMBL or the AO will not be liable to meet any such liabilities whatsoever. Any offer made shall be deemed to have been submitted after complete satisfaction of title thereof and/or all claims there against and after due and proper inspection of the said Property and the Offeror shall not be entitled to make any representation or raise any query / objection against KMBL or the AO as to the title or condition of the said Property or any part thereof or in respect of any liabilities / encumbrances / dues / taxes / levies irrespective as to whether disclosed or undisclosed.

- 1.7. The information in respect of the said Property, including the description as per Annexure – “III” is to the best of the knowledge of KMBL / AO who, however, shall not be responsible for any error or omission or mis-statement in the said particulars. The Offeror(s) are required to verify the same for their own interests before submitting the offer.
- 1.8. The Offeror shall submit an EMD equivalent to 10% of the Offer amount along with the Offer, by RTGS/NEFT in the Bank Account on or before the last date for submitting the offer.
- 1.9. The Offeror(s) should thoroughly satisfy themselves about the nature, condition and quality of the said Property. KMBL/AO gives no guarantee or warranty as to the conditions of the said Property or its quality of fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality/conditions/fitness for use will be entertained by KMBL/AO.
- 1.10. Offers accompanied by short EMD and / or with their own conditions are liable to be rejected / ignored summarily. AO/KMBL shall not be responsible for late receipt or loss of Offer documents due to any reason.
- 1.11. The contract shall be treated as having been entered into as soon as KMBL/AO issues a letter/email accepting the offer to the successful Offeror and the period of contract shall be of 15 days from the date of such acceptance.
- 1.12. In case of any doubt regarding the offer documents and/or sale process, the decision of the AO will be final.

## **II. ELIGIBILITY**

- 2.1 The Offeror should:
  - a) be any person, registered trust, registered firm, registered co-operative society, private limited company, public limited company, LLP, partnership firm registered in India;
  - b) be legally competent to enter into contract as per prevailing laws;
  - c) be financially sound.
- 2.2 The Offeror has to satisfy the AO about his financial capacity to meet the Offer price.
- 2.3 AO/KMBL may also consider an offer submitted by a consortium of persons/companies. It is, however, made clear that there should be no change in the consortium structure during the finalization of the offer right up to the stage of depositing the Purchase Consideration in full with KMBL. If there are any changes in the consortium structure, AO reserves the right to cancel the sale. However, the financial arrangement between the parties should be specified in the offer documents. No offer by a Consortium/Partnership/ Company shall be entertained if the opinion of the AO is that it can lead to reduction in competition.

- 2.4 In case the offer is jointly submitted by one or more persons, the share of each person in the offer should be specifically mentioned in the offer document. In case no sharing is mentioned in the offer documents as required, all joint Offerors will be assumed to have an equal share and the same shall be considered as final for issuance of sale certificate.

### **III. MODE OF SUBMISSION OF OFFER:**

- 3.1 All offers must be submitted in the prescribed form along with the EMD and all required documents. The offer must be submitted on or before the appointed date and time. The Offerors are advised to go through the website <https://www.kotak.com/en/bank-auctions.html> for detailed terms and conditions of sale before submitting their Offers for taking part in the sale.
- 3.2 These Terms and Conditions along with Annexures hereto must be signed at each and every page. The Offeror, if a company, partnership firm, LLP or any body corporate should affix the stamp of the company, partnership firm or any body corporate and signed by the duly authorized signatory on every page.
- 3.3 Duly filled and signed copy of the Terms and Conditions dated 20<sup>th</sup> February 2019 along with all documents and details as below shall be submitted to KMBL:
- a) UTR Number of payment of EMD along with bank details;
  - b) Terms and Conditions of the sale, duly signed by the Offeror/s on each page in token of having accepted the same in toto;
  - c) Proof of identification/Photo Id viz., Voter ID / Driving License / Aadhar Card/Passport etc.;
  - d) Current Address proof for communication and contact details;
  - e) PAN Card of the intending Purchaser;
  - f) Bank account details to which EMD to be returned.
- 3.4 No faxed / e-mail offers will be accepted.
- 3.5 The Offeror shall forward the original of the duly filled and signed Terms and Conditions dated 20<sup>th</sup> February 2019 to KMBL at **12-BKC, 6<sup>th</sup> Floor, Plot No. C-12, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051** along with details of payment and KYC documents, as detailed herein above, in a sealed cover with "**OFFER FOR CENTRE POINT PROPERTY**" mentioned at the top, latest by **6.00 p.m. on 11<sup>th</sup> March 2019**. Offerors sending their documents by post/courier will do so solely at their own risk and KMBL will not be responsible for any loss in transit or postal/courier delay. The AO may accept any Offer after the prescribed date and time at his sole discretion.
- 3.6 Incomplete offers or offers submitted with qualifying conditions or with conditions at variance with the Terms and Conditions herein are liable to be rejected summarily.

### **IV. INSPECTION:**

- 4.1 The said Property may be inspected by interested parties by fixing prior appointment with KMBL on contact nos. **022-6218 5110/5116 or 09820607140/9619866796**.

### **V. EARNEST MONEY DEPOSIT:**

- 5.1 The offer should be accompanied with 10% of the offer amount towards EMD and deposited by way of NEFT / RTGS in the Bank Account.

- 5.2 EMD in any other form, for example, Demand Draft /Pay order/ Cheque (including cheque made "good for payment"), Bank Guarantee, Call Deposit etc. will not be accepted.
- 5.3 EMD received by KMBL from unsuccessful Offerors will be returned within 3 working days. The EMD will not carry any interest. In case the offer is accepted as per the payment terms stipulated in the Terms and Conditions, the EMD paid by the successful Offeror shall be automatically adjusted towards purchase consideration as per the payment terms stipulated herein.
- 5.4 In case the offer is accepted and Purchaser refuses / fails to make further payment towards balance purchase consideration on any account, the EMD so deposited shall be forfeited without prejudice to the rights of KMBL to claim such further damages in this regard without further reference to the Offeror / purchaser.

#### **VI. PROCESS OF OFFER ACCEPTANCE:**

- 6.1 After receipt of all offers by 6.00 p.m. on 11<sup>th</sup> March 2019, the AO shall open the offers in absence of the offerors. The AO may select the highest offers submitted provided the said offers meet all the criteria as detailed herein and also after satisfying himself with respect to the Offer. If, and only if, the AO is satisfied and convinced that the Offer meets the minimum price expected by KMBL, he will proceed to invite the highest offeror(s) on **12<sup>th</sup> March 2019** at **11.00 a.m.** for further negotiating the offers. The criteria for selecting the highest offer and thereafter inviting the highest Offeror(s) vests solely with the AO and the decision of the AO in this respect shall be final and binding.
- 6.2 In the event that there is more than one offer for the same amount which has been selected by the AO, then in that event the Offerors may be asked to improve their offers either individually or by way of an inter-se bidding amongst the said selected Offerors. The offers shall be increased in multiples of Rs 5,00,000/- (Rupees Five Lacs only). The AO shall be entitled to retain the highest offer received for a period not exceeding 15 days before accepting the offer.
- 6.3 If no offer is received which meets the minimum price expected by KMBL, the AO may at his discretion cancel the sale process.
- 6.4 The Offers once submitted, cannot be cancelled / withdrawn and the successful Offeror shall be bound to buy the said Property if his Offer is selected and accepted. Failure on part of the successful Offeror to comply with any of the terms in the Terms and Conditions dated 20<sup>th</sup> February 2019 will result in forfeiture of the EMD paid by such defaulting Offeror.
- 6.5 The highest offer submitted after negotiation and/or inter se bidding shall be considered as a Successful Offer unless otherwise decided by the AO. The Successful Offeror shall be intimated of the same by letter/Email by AO/KMBL. The date of the letter/ e-mail will be considered as the Date of Acceptance of offer.

#### **VII. PAYMENT SCHEDULE:**

- 7.1 All remittances shall be made by NEFT / RTGS in the Bank Account only.
- 7.2 EMD of the successful Offeror shall be adjusted against the purchase consideration on issue of E-mail by KMBL/AO accepting the offer.
- 7.3 The Purchaser shall deposit 25% of the purchase consideration less the amount of EMD, in the Bank Account as soon as the offer is accepted in his/her/its favour or within the next working day from the day of acceptance

of the offer is conveyed to him in writing/email. On payment of 25% of the purchase consideration, KMBL/AO shall issue a letter/email confirming the sale in favour of the Purchaser. On default of payment of the 25% of the purchase consideration or any part thereof, the EMD shall stand forfeited.

- 7.4 The balance amount i.e. 75% of the purchase consideration is to be paid within 15 days from the date of confirmation of the offer in the said Bank Account. In the event of the Purchaser committing default in payment of the balance 75% of the purchase consideration or any part thereof within the stipulated period or within the period as may be agreed by the AO in writing, the monies paid by the Purchaser shall be forfeited by the AO. In any case, the EMD paid by the defaulting Purchaser will not be refunded. The defaulting Purchaser shall not have any claims to the Property or to any part of the sum for which it may be subsequently sold.
- 7.5 The Purchaser has the option to give the full contracted amount (purchase consideration) in advance and before the prescribed time period.
- 7.6 The possession of the said Property will be handed over to Purchaser only after receipt of full purchase consideration amount.
- 7.7 All taxes/duties/fees/charges etc. as applicable and related to purchase of the said Property shall be borne by the Purchaser.
- 7.8 If, for any reason whatsoever, the sale cannot be confirmed or is set aside by an order of any Court or Tribunal, then in that event the entire purchase consideration paid may be refunded to the Purchaser without interest.

**VIII. SALES TAX, DUTIES, CESS AND OTHER LEVIES:**

All the costs, charges, fees, duties, cess, taxes, arrears, etc. and any other type of levies as applicable and related to purchase of the said Property shall be borne by the Purchaser.

**IX. POSSESSION / SALE CERTIFICATE:**

- 9.1 After receipt of full and final payment in lieu of the total purchase consideration of the said Property, KMBL will issue a "**Certificates of Sale**" with respect to the said Property, as provided under the Security Interest (Enforcement) Rules 2002 of the SARFAESI Act, 2002 in favour of the Purchaser. The Purchaser will take all necessary steps to take over the possession of the Property immediately. The possession of the said Property will be handed over to the Purchaser only after receipt of full purchase consideration.
- 9.2 The said Property shall remain at the risk of the Purchaser from the time of acceptance of the offer and the AO will not be put under any liability for safe custody or for the preservation thereof from that date.

**X TERMINATION / BREACH OF CONTRACT:**

In the event of non-fulfillment of the terms and conditions of the offer and matters related thereto, by the Purchaser, KMBL shall have the liberty to cancel the contract with immediate effect, in which case, the EMD along with any other amount paid shall stand forfeited.

**XI. FORCE MAJEURE:**

- 11.1 KMBL shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, distilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions,



civil commotion, breakdown of machinery, shortage of labour, acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of KMBL to extend the time of performance on the part of KMBL by such period as may be necessary to enable KMBL to effect performance after the cause of delays will have ceased to exist.

- 11.2 The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

**XII. GENERAL INFORMATION:**

- 12.1 It should be noted by the Offeror(s) that by entering into this contract KMBL is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.
- 12.2 KMBL shall have the right to issue addenda to Terms and Conditions to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form a part of original Terms and Conditions.
- 12.3 All written communications, notices and processes shall be deemed to have been duly delivered and served upon the Offeror/Purchaser by addressing the same at such address and/or sending the same to such email id as mentioned in the Offer Form attached hereto being part of this document. If no intimation reaches, Offerors are expected to find out status of their offers from KMBL. Non receipt of intimation will not be considered as a reason for default / non-payment.
- 12.4 In case an offer is not accepted, the Offerors shall not be entitled to claim any costs, charges, expenses incidental to or incurred by the Offerors through or in connection with the submission of the offer even though KMBL may elect to withdraw the invitation to submit an offer. Should all invitations to offer be withdrawn or cancelled by KMBL for which KMBL shall have the right to do so at any time, the EMD paid by the Offerors with the offer will be refunded to them in due course, without interest.
- 12.5 The Offerors shall have no right to issue addenda to offer documents to clarify, supplement or delete any of the conditions/clauses or items stated therein.
- 12.6 Unless otherwise specified all rates and prices in the offer form should be quoted both in figures and in words. Offers containing overwritten or erased rates are liable to be rejected.
- 12.7 The Offerors shall note that the above Terms and Conditions of Auction may be altered by the KMBL/AO, if necessary.
- 12.8 Intending Offeror(s) may obtain any clarification required before submitting their offer. Submission of the offer implies that the Offeror has obtained all the clarifications required and that he has unconditionally agreed to and accepted all Terms and Conditions of the offer herein specified.
- 12.9 The decision of the AO in the matter, arising out of this sale, shall be final in regard to all matters relating to the contract.
- 12.10 All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate court having jurisdiction in Mumbai.

12.11 Offerors must ensure the following while submitting the Offers :-

- (A) ALL DOCUMENTS AS LISTED HEREINABOVE AT PARA 3.3 SHOULD BE DULY FILLED AND SUBMITTED AT THE TIME OF SUBMITTING THE OFFER.
- (B) THAT THE OFFER SHOULD BE FILLED IN THE FORMAT ENCLOSED AT **ANNEXURE – I and II.**
- (C) THAT EVERY PAGE OF THIS OFFER DOCUMENT IS DULY SIGNED BY THE OFFEROR BEFORE SUBMITTING THE OFFER.
- (D) THAT ALL ALTERATIONS, ERASURE(S) AND OR OVER-WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE OFFEROR'S SIGNATURE.

12.12 Offerors should state whether he/she is a relative of any Director(s) of KMBL or Offeror is a firm in which Director(s) of KMBL or his relative is a partner or Offerors is a company in which Director of KMBL or his relatives are member(s) or Director(s).

XIII. The Offer Document and Letter of Application & Intent are enclosed at **Annexures I & II.**

XIV. **CONTACT DETAILS:**

Kotak Mahindra Bank Limited

**Address:** 6<sup>th</sup> Floor, 12-BKC, Plot No. C-12, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051

**Contact Nos.** 022-6218 5110/5116 or 09820607140/9619866796.

**Visit Website:** **<https://www.kotak.com/en/bank-auctions.html>**.

**ANNEXURE – I**

(On Letter head of the Offeror including full Postal Address, Telephone No., and E-mail)

**OFFER**

The Authorised Officer,  
Kotak Mahindra Bank Limited  
6<sup>th</sup> Floor, 12-BKC, Plot No. C-12,  
'G' Block, Bandra Kurla Complex,  
Bandra (East), Mumbai 400 051

**Subject: Offer for purchase of Unit No. 203, admeasuring 9622 Sq. Ft. of carpet area or thereabouts on the Second Floor in the Centre Point Building, Centre Point Premises Co-operative Society Ltd. 100, Dr. B Ambedkar Road, Lal Baug, Opp. Bharatmata Cinema, Parel, Mumbai-400 012 together with 8 car parking spaces. ("said Property").**

<b>1</b>	<b>Particulars of the Offeror(s)</b>	:	
1.1	Full name of the Offeror(s) (in block letters)	:	
1.2	Offeror's registered office/ place of business  Address  Telephone No. / E-Mail No.	:	
1.3	Whether the Offeror is competent to contract under Indian Contract Act, 1872 as per Foreign Exchange Regulation Act, 1973/ Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)	:	<b>YES/NO</b>
<b>2</b>	<b>Constitution of Offeror (Tick whichever is applicable)</b>	:	Public Limited Company  Private Limited Company Partnership  Individual/ Sole Proprietary  Jointly (sharing details _____)  Others (specify) _____  (Furnish documents in support)
<b>3</b>	<b>Particulars of Offer</b>	:	
3.1	The price offered for said property	:	Rs. _____/-  (Rupees _____ _____)

3.2	EMD ( 10% of Offer amount)	Rs. _____/- (Rupees _____ _____)
3.3	Bank Name from which EMD is remitted	:
3.4	UTR No.	:
3.5	Date of EMD remittance	:
3.6		: The above price offered is exclusive of any liabilities as mentioned in the Offer document, which are to be paid by the purchaser.
3.7	Documents attached to Offer	: a) Terms and Conditions duly signed b) Proof of identification/Photo Id (copy of any one): 1) Voter ID 2) Driving License 3) Passport etc. 4) Other _____(pls Specify) c) Current Address proof for communication and contact details; d) PAN Card of the intending Purchaser
4.	<b>Details for return of EMD Amount</b>	
4.1	Name of Account	:
4.2	Account No.	
4.3	IFSC Code	:
4.4	Bank and Branch Details	:

Certified that:-

- (i) In case our offer is accepted and if we fail to pay the amount in the manner to be specified by KMBL in the Offer Document, the amount of Earnest Money and any further installments paid by us under this offer shall stand absolutely forfeited by KMBL.
- (ii) This offer is valid for a period of 15 days from the closing date of the Offer.
- (iii) I/We agree to abide by the decision of the Authorised Officer, KMBL.
- (iv) I/We have read and understood terms and condition of the Offer and hereby unequivocally and unconditionally accept the same.
- (v) I/We have inspected the said property for which offer is being submitted. I/We here accept all the terms and conditions as mentioned in Offer Document.

(vi) I/We are also aware and confirm that KMBL or its Authorised Officer have not made any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to liabilities, encumbrances and dues. We have ascertained all liabilities, encumbrances and dues and have carried out our own due diligence for before submitting the offer. KMBL or its Authorised Officer is not liable for anything pertaining to the same.

4. I/We hereby declare that the information stated hereinabove is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Authority to reject our offer and/or to cancel the award of sale.

Date :

Offeror's Signatures :

Full Name :

Designation :

Name of the Company :

Address of the Company :

(On Letter head of the Offeror including full Postal Address, Telephone No., and E-mail)

**Letter of Application & Intent**

Date:

The Authorised Officer,  
Kotak Mahindra Bank Limited  
6<sup>th</sup> Floor, 12-BKC, Plot No. C-12,  
'G' Block, Bandra Kurla Complex,  
Bandra (East), Mumbai 400 051

**Subject: Offer for purchase of Unit No. 203, admeasuring 9622 Sq. Ft. of carpet area or thereabouts on the Second Floor in the Centre Point Building, Centre Point Premises Co-operative Society Ltd. 100, Dr. B Ambedkar Road, Lal Baug, Opp. Bharatmata Cinema, Parel, Mumbai-400 012 together with 8 car parking spaces. "said Property").**

Sir,

1. Being duly authorized to represent and act for and on behalf of \_\_\_\_\_ (herein the Offeror), and having studied and fully understood all the information provided in the Offer Document, the undersigned hereby apply as an Offeror for the purchase of said property according to the terms and conditions of the offer made by KMBL.
2. Offer is given in Annexure – I along with the attachments, duly filled and signed on each page.
3. KMBL/its Authorized Officer (AO) is hereby authorized to conduct any inquiry/ investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Applicant.
4. KMBL / its Authorized Officer may contact the following persons for any further information :-

Name of the Person/s :

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Email id: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. : \_\_\_\_\_

5. This application is made with full understanding that :
  - a) Offers will be subject to verification of all information submitted at the time of opening the offers.
  - b) The AO of KMBL reserves the right to reject or accept any offer, cancel the sale process, and/or reject all Offers.
  - c) The AO of KMBL shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
  
6. I/We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
  
7. We have read the terms and conditions of the offer detailed in Offer document and are willing to abide by them unconditionally.
  
8. The offer made by us is valid for 15 days.

Name\_\_\_\_\_

For and on behalf of

\_\_\_\_\_

(Name of Offeror)

**ANNEXURE – III**

**DESCRIPTION OF THE PROPERTY OF SONAL GARMENTS (INDIA) PVT. LTD.**  
**(IN LION.)**

Unit No. 203, admeasuring 9622 Sq. Ft. of carpet area or thereabouts on the Second Floor in the Centre Point Building, Centre Point Premises Co-operative Society Ltd., reconstructed on the piece and parcel of the land bearing Cadastral Survey No. 107 (Part) lying and situated at 100, Dr. B Ambedkar Road, Lal Baug, Opp. Bharatmata Cinema, Parel, Mumbai-400 012 together with 8 car parking spaces being Parking Lot Nos. 53 to 59 in the Basement and Parking Lot No. 119 on the Ground floor.



# LOCATION MAP

