



Kotak Mahindra Bank Limited

# TERMS AND CONDITIONS AND BID DOCUMENT

For the sale of the following immovable properties :-

1. Flat No. 20, 4<sup>th</sup> Floor, India House No.4. Co-operative Housing Society Ltd. August Kranti Marg, Kemps Corner . Mumbai – Area being approximately 1155 Sq. ft
2. Flat/unit No. 9, Mashrique Building, 2<sup>nd</sup> Floor, 227, P.D. Mello Road, Fort, Mumbai – Area being approximately 850 Sq.ft.


April 18, 2024

Issued by

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The Authorised Officer

P.B. [Signature]





Kotak Mahindra Bank Limited

Asset Reconstruction  
Division (ARD) 12 BKC,  
6<sup>th</sup> Floor, 12 BKC, Bandra  
Kurla Complex, Bandra (E)  
Mumbai – 400051.

**Terms and Conditions**

For the sale of the following immovable properties:-

**Sr. 1 :-** Flat No. 20, 4<sup>th</sup> Floor, India House No.4. Co-operative Housing Society Ltd. August Kranti Marg, Kemp's Corner . Mumbai – 400 026 Area being approximately 1155 Sq. ft - Mortgaged by Ashok Sachdeva.

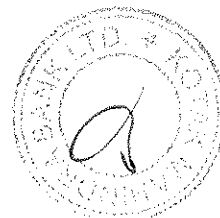
**Sr. No. 2 :-** Flat/unit No. 9, Mashrique Building, Friends union Premises Co-operative Society Ltd., 2<sup>nd</sup> Floor, 227, P.D. Mello Road, Fort, Mumbai – Area being approximately 850 Sq.ft.- Mortgaged by Sachdeva & Sons Rice Mills Ltd.

Under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security interest Act, 2002 (SARFAESI ACT).

Issued by  
The Authorised Officer,  
Kotak Mahindra Bank Limited

**SNAPSHOT**

Particulars of Immovable Properties	Reserve Price	EMD
<b>Sr. No.1 :-</b> Flat No. 20, 4 <sup>th</sup> Floor, India House No.4. Co-operative Housing Society Ltd. August Kranti Marg, Kemp's Corner . Mumbai – 400 026 Area being approximately 1155 Sq. ft (more particularly described in Annexure IV)	Rs. 4,50,00,000/- (Rupees Four Crores Fifty Lakhs Only)	Rs.45,00,000/- (Rupees Forty Five lakhs Only)
<b>Sr. No. 2 :-</b> Flat/unit No. 9, Mashrique Building, 2 <sup>nd</sup> Floor, 227, P.D. Mello Road, Fort, Mumbai – 400 001 Area being approximately 850 Sq.ft. (more particularly described in Annexure IV)	Rs. 2,00,00,000/- (Rupees Two Crores Only)	Rs.20,00,000/- (Rupees Twenty Lakhs Only)
Inspection of the property	Property at Sr. No. 1 : On 26-04-2024 from 10.00 a.m. to 1.00 p.m.  Property at Sr. No. 2.: On 26-4-2024 from 2:30 p.m. to 5.30 p.m.	





Last date of submitting Bid	06-05-2024 upto 5.00 p.m. uploaded on website : <a href="https://kotakbank.auctiontiger.net">https://kotakbank.auctiontiger.net</a>																		
Earnest Money Deposit (EMD) Remittance	10% of offer / bid amount through RTGS/NEFT/Fund Transfer to the Credit Account No. 8411307138, Kotak Mahindra Bank Ltd. A/c E-Auction, Malad (East), Branch Mumbai - 400097, IFSC Code No. KKBK0000646 on or before 06-05-2024 upto 5.00 p.m.																		
Date and Time for Online Auction	07-05-2024 from 11.00 a.m. to 12.00 noon. The end time of auction will be extended by 5 minutes thereof each time bid is made within last 5 minutes of E-Auction.																		
Bid Increment Amount	Rs.5,00,000/- (Rupees Five Lacs only) or in multiples for both the properties.																		
Contact Nos for details	For any details with respect to any help, procedure and online training auction process please contact the E-Procurement Technologies Ltd - Auction Tiger on Ramprasad Sharma 9265562818 /9265562821 / (079) 68136842 /68136869 Email id: <a href="mailto:ramprasad@auctiontiger.net">ramprasad@auctiontiger.net</a> ; <a href="mailto:support@auctiontiger.net">support@auctiontiger.net</a>																		
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Date: April 18, 2024

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

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## **1. INTRODUCTION**

Sealed Tenders are invited by Authorised Officer, Kotak Mahindra Bank Ltd. for the sale of immovable properties ("Secured Assets") as mentioned in serial No. 1 and Serial No. 2 on "As is where is" "As is what is" and "Whatever there is".

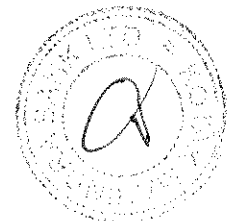
**Sr. No.1:-** Flat No. 20, 4<sup>th</sup> Floor, India House No.4. Co-operative Housing Society Ltd., August Kranti Marg, Kemps Corner Mumbai 400 026 admeasuring approximately 1155 Sq. ft - Mortgaged by Ashok Sachdeva.

**Sr. No. 2:-** Flat/unit No. 9, Mashriq Building, 2<sup>nd</sup> Floor, 227, P.D. Mello Road, Fort, Mumbai – 400 001 admeasuring approximately 850 Sq.ft.- Mortgaged by Sachdeva & Sons Rice Mills Ltd.

(more particularly described in Annexure IV)

## **2. TERMS AND CONDITIONS OF THE SALE**

- 2.1 Sachdeva & Sons Rice Mills (hereinafter referred to as "Borrower"), having their Office at 17, Cantonment Amritsar Punjab availed financial facilities from Bank of Punjab Limited. The said Centurian Bank of Punjab Limited assigned the debts of Borrower along with underlying securities and guarantees to Kotak Mahindra Bank Limited. The Authorised Officer of Bank of Punjab Limited had issued notice dated 17-2-2005 under the provisions of section 13 (2) of the SARFAESI Act and called upon the borrower and guarantors to pay the amounts mentioned therein within 60 days of receipt of notice. The said demand was not complied with. Pursuant to the said assignment Kotak Mahindra Bank Limited proceeded with the actions under the provisions of SARFAESI Act and the Authorised officers has taken physical possession on 12-2-2024 and now is entitled to proceed to sell the said Secured Assets and shall be referred to as the "Seller" and the successful bidder i.e., the bidder in whose favour the contract may be awarded shall be hereinafter referred to as the "Purchaser"
- 2.2 The said Secured Assets would be sold by an Electronic Public Auction conducted by the service provider M/s E. Procurement Technologies Limited – (Auction Tiger) at the web portal <https://kotakbank.auctiontiger.net> between 11.00 am to





12.00 noon on 07-05-2024 for both the properties. The Online e-auction bid form and Terms and Conditions dated 18-04-2024 of the online auction sale are available at the website <https://kotakbank.auctiontiger.net>. For any details with respect to any help, procedure and online training auction process contact the E-Procurement Technologies Ltd -Auction Tiger on E-Procurement Technologies Ltd -Auction Tiger on (079) – 68136842 /68136869 Mobile No. 9265562818/ 9265562821 and on Email id: [ramprasad@auctiontiger.net](mailto:ramprasad@auctiontiger.net) ; [support@auctiontiger.net](mailto:support@auctiontiger.net). Purchaser/bidders may for any help contact M/s. E-Procurement Technologies Ltd - Auction Tiger on the above contact numbers, and for any other details the purchaser may contact Kotak Bank on mobile 982099 0050/982099 0008. The terms and conditions along with bid documents is also available on the website of the Bank <https://www.kotak.com/en/bank-auctions.html>.

- 2.3 The Auction/bidding shall only be through “online electronic mode” through the website: <https://kotakbank.auctiontiger.net> of M/s E-procurement Technologies Limited. The E-Auction/bidding of the said properties would be conducted exactly on the scheduled date and time by way of Inter-se bidding amongst the bidders.
- 2.4 For participating in the E-Auction sale the intending purchasers should register their details with E-Auction service provider at <https://kotakbank.auctiontiger.net> well in advance and get the User ID and password required for participating in the auction process. The bidders are required to mention Serial No and the property details in the bid form. In case the bidders are participating for both the properties, then in such event the bidders are required to submit two bid forms mentioning the property details on each of the bid forms.
- 2.5 The said properties offered for sale is on “AS IS WHERE IS BASIS AND AS IS WHAT IS and WHATEVER THERE IS BASIS”. Neither Kotak Mahindra Bank Limited nor the Authorised Officer undertake any responsibility to produce any permission / NOC etc in respect of the said properties. The properties are sold with all known and unknown encumbrances. To the best of the knowledge and information of the Authorised Officer, apart from the security interest created in favour of Kotak Bank. The properties are have outstanding towards their respective society dues. The dues for property at serial No. 1 is of Rs.20,00,420/- (Rupees Twenty Lakhs Four Hundred Twenty Only) as of March 2024 and for property at Serial No. 2 is Rs. 29,90,412/- (Rupees Twenty Nine lakhs Ninety Thousand Four Hundred Twelve Only) as of March 2024. The said society dues is /are to be paid by the purchaser.

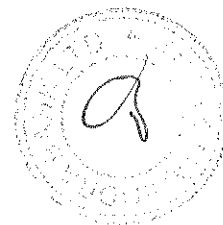
The undersigned is not aware of any other encumbrances with respect to the mortgaged properties put for auction. All dues including society dues, taxes, revenue dues and all other outstanding dues in respect of the properties put for sale shall be ascertained and paid by the successful purchaser / bidders. Kotak Mahindra Bank Limited shall not be responsible for any of the dues present or if arises in





future. The particulars in respect of the Secured Assets specified hereinabove have been stated to the best of the information of the undersigned, who however shall not be held responsible for any error, misstatement or omission in the said particulars.

- 2.6 Sale is strictly subject to the Terms and Conditions incorporated herein and also mentioned in the publication of sale notice. 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.
- 2.7 The Properties put for Sale/Auction by Authorised Officer of Kotak Bank is on "AS IS WHERE IS BASIS AND AS IS WHAT IS BASIS" AND "WHATEVER THERE IS BASIS". The quantity indicated, if any, are purely indicative & without any guarantee and Kotak Bank shall not entertain any claim / complaint from the buyer for any deficiency in quantity / size / number etc. for recovery of whole or any part of the bid / purchase money, loss of profit / interest, damages etc.
- 2.8 The properties put for Sale/Auction may have certain liabilities attached to it apart from the outstanding dues of Kotak Bank. The intending bidders may have to ascertain at their own cost all the liabilities including but not limited to property taxes, society dues and all other dues and liabilities attached to the said property. It may be noted that the purchaser will be responsible for meeting any and all liabilities if they arise and Kotak Bank or the Authorised officer will not be liable to meet any such liabilities whatsoever. Such liabilities are to be met by the Purchaser and which will be over and above the purchase consideration. The Prospective Purchaser may carry out due-diligence in respect of such likely liabilities pertaining to the said immovable properties before submitting the bid.
- 2.9 The information with respect to the property put for Auction sale, including the description as per Annexure –IV is to the best of knowledge of the Kotak Bank/ Authorised officer, who however shall not be responsible for any error or omission or mis-statement in the said particulars. The bidders are required to verify the same for their own interests before submitting the bids/offer.
- 2.10 The reserve price fixed for the sale of the property for Lot No. 1 is a sum of Rs. 4,50,00,000/- (Rupees Four Crores Fifty Lakhs Only) and the EMD payable is a sum of Rs. 45,00,000/- (Rupees Forty Five Lakhs Only).
- 2.11 The reserve price fixed for the sale of the property for Lot No. 2 is a sum of Rs. 2,00,00,000/- (Rupees Two Crores Only) and the EMD payable is a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs Only).
- 2.12 The bidder has to satisfy the Authorised Officer about his financial capacity to meet the bid price.





- 2.13 Any bid lower than the Reserve Price fixed shall not be considered under any circumstances.
- 2.14 The intending bidders may participate in E-Auction for bidding from their place of choice. Proper internet connectivity shall have to be ensured by intending bidder himself. Kotak Bank/Service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
- 2.15 Bids along with KYC documents shall be submitted online in prescribed online bid form mentioning the property details for which the bids are being submitted along with other relevant details in the website <https://kotakbank.auctiontiger.net> on or before 06-05-2024 upto 5.00 p.m.
- 2.16 Earnest Money Deposit (EMD) shall be submitted through RTGS/ NEFT/Fund Transfer to the credit of account No. 8411307138, Kotak Mahindra Bank Ltd. A/c E- Auction, Malad (East) Branch, Mumbai 400097, IFSC Code: KKBK0000646. Any bid accompanied by short EMD and/ or with their own conditions are liable to be rejected/ ignored summarily.
- 2.17 The bid price to be submitted shall be equal to and or above the Reserve Price. Inter-se bidding will be permitted amongst the intended eligible bidders whose bids are equal or higher than the reserve price and the highest bidder shall be declared as successful bidder by way of email. The bids shall be increased in multiples of Rs. 5,00,000/- ( Rupees Five lakhs only) for both the bids. The Authorised officer shall be entitled to retain the highest bid received for a period not exceeding 15 days before confirming the sale;
- 2.18 EMD of the successful bidder shall be adjusted against the sale consideration on issue of "Letter of Acceptance".
- 2.19 The contract shall be treated as having been entered into as soon as the "Letter of Acceptance" is issued by Authorised Officer of the Kotak Bank to the successful bidder.
- 2.20 The validity of contract shall be of 20 days from the date of such acceptance. The successful bidder shall deposit 25% of the amount of sale price after adjusting the EMD already deposited, immediately on closure of the e-auction sale proceedings or on the following day before the closure of the office/banking hours. In the event the highest bidder fails to deposit the



aforesaid 25% of the amount of sale price on or before the closure of office/banking hours, then the amount deposited by such bidder shall be forfeited and the Prospective Purchaser shall not have any objections and shall not claim such amount from the Bank and / or the Authorised Officer.

- 2.22 The balance 75% of sale price shall have to be deposited within 15 days from the date on which the acceptance/confirmation of sale is conveyed to such successful bidder. If the 15<sup>th</sup> day happens to be a Sunday or a Public Holiday, the balance 75% may be deposited on the next working day. In case of failure of depositing the balance amount of 75% within the prescribed period mentioned above, the amount deposited by the highest bidder shall be forfeited and without prejudice to the rights of Kotak Mahindra Bank Ltd. to claim such further damages in this regard without further reference to the bidder / purchaser.
- 2.23 In case of any doubt regarding the bid documents and or auction process, the decision of the Authorised Officer will be final.
- 2.24 The Authorised Officer reserves the right to accept or reject any/or all the offers or adjourn or postpones or cancel the auction sale without assigning any reason thereon.
- 2.25 All charges/dues including Registration Charges, Stamp Duty, Taxes, etc., shall have to be borne by the Purchaser;
- 2.26 On receipt of the entire sale consideration within the stipulated period as mentioned above and/ or agreed upon, the Authorised Officer shall issue the Sale Certificate and the sale shall be completed thereafter and Kotak Bank shall not entertain any claims.

### **3. ELIGIBILITY**

#### **3.1 The Bidder should :**

- a) be any person, Registered Trust, Registered Firm, Registered Cooperative Society, Private Limited company, Public Limited Company, Partnership Firm registered in India;
- b) be legally competent to enter into contract as per prevailing laws;
- c) be financially sound;

- 3.2 The Authorised Officer may also consider a bid submitted by a consortium of persons/companies. It is, however made clear that there should be no change in the consortium structure during the finalisation of the bid right up to the stage of depositing the bid amount in full with Kotak Bank. If there are any changes in the consortium structure, Authorised Officer reserves the right to cancel the







sale. However, the financial arrangement between the parties should be specified in the bid documents. No bid by a Consortium/Partnership/ Company shall be entertained if the opinion of the Authorised Officer is that it has led to reduction in competition.

**4. INSPECTION**

- 4.1 The inspection of the property for Sr. No.1 is fixed for 26-4-2024 from 10:00 a.m. to 1:00 p.m. and for property mentioned at Sr.No. 2 the inspection is fixed for 26-4-2024 from 2:30 p.m. to 5:30 p.m..
- 4.2 The bidder (S) should thoroughly satisfy themselves about the nature, conditions and quality of the said properties. Kotak Bank gives no guarantee or warranty as to the conditions of the said properties/ assets/material 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 Kotak Bank.

**5. EARNEST MONEY DEPOSIT (EMD):**

- 5.1 The bid should be accompanied with 10% of their offer amount towards EMD and deposited by way of NEFT/ RTGS/Fund Transfer in the Account No 8411307138, Kotak Mahindra Bank Ltd.- A/c E-Auction, Malad (East) Branch, Mumbai – 400097, IFSC Code: KKBK0000646, on or before 06-05-2024 upto 5:00 p.m. No interest will be paid on the Earnest Money Deposit.
- 5.2 The EMD received by Kotak Bank from unsuccessful bidders will be returned to the unsuccessful bidders without any interest within three days.
- 5.3 In case the bid is accepted, the EMD so deposited by the successful bidder against sale price shall be automatically adjusted towards purchase consideration as per the payment terms stipulated in the terms and conditions.
- 5.4 EMD in any other form, for example, Demand draft/pay order/ cheque (including cheque made “good for payment”), Bank Guarantee, Bid Bonds, call deposit etc., will not be accepted.
- 5.5 In case the bid is accepted and purchaser refuses/ fails to make further payment toward balance purchase consideration on any account, the EMD so deposited shall be forfeited without prejudice to the rights of Kotak Mahindra Bank Ltd. to claim such further damages in this regard without further reference to the bidder/ purchaser.



**6. DELIVERY PERIOD / POSSESSION :**

- 6.1 After receipt of full and final payment of sale consideration from the highest bidders, Kotak Bank shall issue "Letter of Possession" in favour of the Purchaser and Purchaser shall make their own arrangements for taking possession of the property sold under this auction.

**7. Process of E-Auction & Mode of Submission of Bid**

- 7.1 All bids must be submitted in the prescribed form along with all required documents including the KYC documents by online mode only. The bid must be submitted on before the appointed date and time. The intending bidders are advised to go through the website <https://kotakbank.auctiontiger.net> for detailed Terms and Conditions of E-Auction sale, online E-Auction bid application form, Declaration etc., before submitting their bids for taking part in E-Auction sale proceedings.
- 7.2 Duly filled and signed copy of the Terms and Conditions dated 18-04-2024 along with all documents and details regarding remittances of EMD shall be entered in the bid form as below, shall be scanned and uploaded at <https://kotakbank.auctiontiger.net> :
- a) UTR Number for the payment of EMD along with Bank details;
  - b) Terms and Conditions of the Auction, duly signed by the bidder/s on each page in token of having accepted the same in toto;
  - c) Proof of identification / Photo Id Viz., Voter ID/driving License/passport etc;
  - d) Current address proof for communication and contact details;
  - e) PAN card of the indenting purchaser;
  - f) Bank account details to which EMD to be returned and a copy of the cancelled cheque of the said Bank.
- 7.3 No telex/telegraphic / faxed/e-mail bids/offers will be accepted.
- 7.4 Incomplete bid, bids lesser than the Reserve Price or bids submitted with qualifying conditions or with conditions at variance with the terms and conditions of Auction/ Bid document are liable to be rejected summarily.
- 7.5 The service provider will declare the opening bid amount which will be the highest bid received based on the EMD deposited and which shall be visible to all bidders during the start of the e-auction. Any bidder can start bidding, in the online e-auction, only above the opening bid. Hence, the first online bid that comes in the system during the online e-auction shall be above the auctions opening bid, by increment of minimum of Rs. 5,00,000/- (Rupees Five Lakhs only) or in multiples thereof for both the properties. The second online bid and





onwards will have to be higher than the first online bid by one increment value, or higher by multiple of increment value.

7.6 The Online Auction shall be open for 1 hour between 11.00 am to 12.00 noon on 07-05-2024. If a bidder places a bid in the last 5 minutes of closing of the e-Auction and if that bid gets accepted, then the auction duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that auto extension shall be unlimited and will take only if a valid bid comes in last 5 minutes of closing. If a valid bid is not received the auto extension will not take place even if that bid might have come in last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-auction, the auction shall get closed automatically without any extension. However, bidder are advised not to wait till the last minute till the last few seconds to enter their bid during the auto extension period to avoid complication related with internet connectivity, network problems, system crash down, power failure etc.,

7.7 The last valid bid at the time of closing of the online auction shall be considered to be the successful bidder. The successful bidder shall be intimated of the same by the service provider / Authorised officer / Kotak Mahindra Bank Ltd on closing of the auction by a confirming email.

7.8 During e-auction if no bid is received within the specified time, Kotak Mahindra Bank Ltd or its Authorised Officer at its discretion may decide to scrap the e-auction process.

The Authorised officer has the absolute right and discretion to accept or reject any bids or adjourn / cancel the sale / modify any terms and conditions of the sale without any prior notice and assigning any reason.

7.9 The bidder will be able to view the following on their screen along with the necessary fields in the e-auction:

- a) Leading bid in the auction;
- b) Bid placed by the bidder
- c) Minimum Increment value.
- d) Bid rank of the bidder in the auction

7.10. The bid once submitted, cannot be cancelled / withdrawn and the successful bidder shall be bound to buy the said property at the final bid price. The failure on the part of the successful bidder to comply with any of the Terms and



Conditions of E-auction Notice will resort in forfeiture of the amount paid by the defaulting bidder.

**8. Payment Schedule:**

- 8.1 All remittance shall be made by RTGS /NEFT / Fund Transfer A/c No. 8411307138, Kotak Mahindra Bank Limited. A/c E-Auction, Malad (East) Branch, Mumbai with IFSC code :- KKBK0000646
- 8.2 EMD of the successful bidder shall be adjusted against the sale consideration on issue of confirming email. The intimation to the bidder/ bidders concerned to having been declared successful in the auction sale will primarily be sent to them through e-mail mentioned in the bid form. The date of sending the email will be considered as the date of intimation.
- 8.3 The successful bidder shall deposit 25% of the purchase price less the amount of EMD as soon as the auction is knocked down in his / her/ its favour or within the next working day from the day of acceptance of the bid is conveyed to him in writing/ email. On default of the payment of the 25% of the sale price or any part thereof, the EMD shall stand forfeited and the said property will be offered to the next highest bidder.
- 8.4 The Balance amount ie., 75% of the sale consideration is to be paid within 15 days from the date of acceptance of the bid. In the event of the intending purchaser committed default in payment of the balance 75% of the sale price or any part thereof within the stipulated period or within the period as may be agreed by the Authorised officer in writing, the amounts paid by the intending Purchaser shall be forfeited by the Authorised officer. In any case/ the EMD paid by the defaulting intending 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.
- 8.5 The Purchaser has the option to give the full contracted amount (sale consideration) in advance and before the prescribed time period.
- 8.6 All taxes/ duty/ fees/ charges etc. as applicable and related to purchase of the said property shall be borne by the Purchaser.
- 8.7 If for any reason, whatsoever the sale cannot be confirmed or is set aside by any order of any Court or Tribunal, then in that event the entire purchase consideration paid be refunded to the Purchaser without any interest.
- 8.8 Since the sale price is more than Rs. 50,00,000/-(Rupees Fifty Lakhs), the auction purchaser/successful bidder has to deduct 1% of the sale price as TDS in the name of the owner of the property & remit it to Income Tax Department as per section 194-IA of the Income Tax Act, and only 99% of the sale price has to be remitted to the Bank. The Sale Certificate will be issued only on receipt of Form 26QB & Challan for having remitted the TDS @1%.





All the costs, charges, fees, duties, cess, taxes, arrears, etc. and any other type of levies as applicable any related to purchase of the said property shall be borne by the Purchaser. Sales tax, VAT, GST on the sale of movables, as applicable, shall also be borne by the Purchaser over and above the sale price. The bifurcation of the value between the immovable and movables if any will be disclosed by the Authorised officer to the Purchaser after the conclusion of E-Auction. The decision of the Authorised officer in this respect shall be final and binding.

**9. Delivery period / Possession**

- 9.1 After receipt of full and final payment in lieu of the total sale consideration of the said Properties Kotak Bank will issue "Certificate of Sale" with respect to property put for sale as provided under Security Interest (Enforcement) Rules, 2002 of the SARFAESI Act, 2002 in favour of the Purchaser. No other deed and / or document will be issued. The Purchaser will take all necessary steps to take over the Possession of the property immediately.
- 9.2 The said properties shall remain at the risk of Purchaser from the time of acceptance of the bid / offer and the Authorised officer will not be put under any liability for safe custody or for preservation thereof from that day.

**10. TERMINATION / BREACH OF CONTRACT.**

In the event of non-fulfillment of the Terms and Conditions of the bid and matters related thereto, by the bidder, the Authorised Officer and / or Kotak Bank shall have the liberty to do any or all of the following:-

- (a) Cancel the contract with immediate effect, in which case, the EMD or any payments made, shall stand forfeited.

**AND / OR**

- I. Retain and/ or adjust, recover from the bidders any amount lying with Kotak Bank to the bidder's credit either under this contract or any other contract;
- II. Retain and/ or adjust, recover from the bidders any amount which may at any time, become payable / refundable to bidder either under this contract or any other contract;
- III. Retain and/ or adjust, recover from the bidders any amount of losses or damages or claim that might be incurred by Kotak Bank in selling the immovable property under the contract including not taking



delivery of the immovable property by bidder which will be solely at bidder's risk and costs.

Even after such recovery/ adjustment by Kotak Bank from bidder's any amount as mentioned above lying with Kotak Bank and further amount, if any, is still found payable/ refundable by the bidder, the bidder shall pay the same to Kotak Bank on demand without any objection or demur.

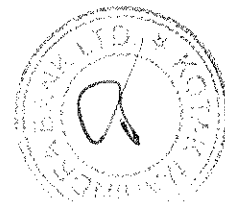
The decision of Kotak Bank in this regard to the actual losses incurred by Kotak Bank including the responsibilities of the rate at which Kotak Bank may sell the immovable properties shall be final and binding on the bidder. Even if no loss is incurred by Kotak Bank the bidders shall not have any claim for the refund of earnest money deposit or advance payment(s) as the case may be from the Seller and / or the Authorised Officer.

**11. FORCE MAJEURE:**

The Authorised Officer and / or Kotak Bank shall not be liable for any failure or delay in performance due to any cause beyond their control including fire, floods, strikes, go-slow, lock-out, closure, pestilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government actions, civil commotion, breakdown of machinery, shortage of labour acts, legal proceedings, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes and / or the existence of such cause or consequence may operate at the sole discretion of the Authorised Officer and / or Kotak Bank to extend the time of performance on the part of the Authorised Officer and / or Kotak Bank by such period as may be necessary to enable the Authorised Officer and / or Kotak Bank to effect performance after the cause of delays will have ceased to exist.

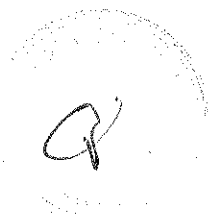
**12. GENERAL INFORMATION:**

- 12.1 It should be noted by the bidder(s) that by entering into this contract the Authorised Officer and / or Kotak Bank 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 The Authorised Officer and / or Kotak Bank shall have the right to issue addendum to bid documents 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 invitation to bid.





- 12.3 In case the offer is not accepted, the bidder shall not be entitled to claim any costs, damages, charges, expenses incidental to or incurred by the bidder through or in connection with the submission of the offer even though the Authorised Officer and / or Kotak Bank may elect to withdraw the invitation to bid. Should all invitation to bid be withdrawn or cancelled by the Authorised Officer and / or Kotak Bank for which the Earnest Money paid by the bidders with the bid will be refunded to them in due course, without interest.
- 12.4 The bidders shall have no right to issue addendum to bid documents to clarify supplement or delete any of the conditions/clauses or items stated therein.
- 12.5 Unless otherwise specified all rates and prices in the bid form should be quoted both in figures and in words.
- 12.6 The bidders shall note that the above Terms and Conditions of bid may be altered by the Authorised Officer, if necessary.
- 12.7 Kotak Bank / the Authorised Officer reserve the right to reject any or all the bids without assigning any reason thereof.
- 12.8 The submission of the bid means and implies that the bidder has unconditionally agreed to and accepted all the above terms and conditions of the bid.
- 12.9 Intending bidder(s) may obtain any clarification required before bidding. Submission of bid implies, the bidder(s) has obtained all the clarifications required and that he has agreed to all Terms and Conditions herein specified.
- 12.10 The decision of the Authorized Officer of Kotak Bank in the matter, arising out of this sale, shall be final in regard to all matters relating to the contract.
- 12.11 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.
- 12.12 Bidders must ensure the following while submitting the bid:-
- (A) All documents as listed hereinabove should be duly filled and properly uploaded at the time of submitting the bid.
- (B) THAT THE BID SHOULD BE FILLED IN THE FORMAT OF BID ENCLOSED AT ANNEXURE – I and II.
- (C) That every page of Terms and conditions and bid document is duly signed by the bidder before submitting the bid.

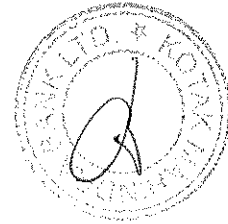




Kotak Mahindra Bank Limited

- (D) That all alterations, Erasers and or over-writing if any, in the schedule or Rates are duly authenticated by the bidders signature.
- 12.13 Bidder should state whether he/she is a relative of any Director(s) of Kotak Bank and / or any of the Secured Creditors or Bidder is a firm in which Director(s) or his relative of Kotak Bank and / or Secured Creditors is a partner or Bidder is a Company in which Director of Kotak Bank and / or Secured Creditors or his relatives are member(s) or Director(s).
- 12.14 Bidder should state whether he/she is a relative of Borrower /Mortgagor or any other group company / concern / firm wherein the Director(s) or Partner(s) have stake in such company / concern / firm.
13. The Bid, Letter of Application and Intent and Guidelines to bidders are enclosed at Annexure I, II & III.

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**Annexure – I**

(Letter head of the applicant including full Postal Address, Telephone No., Fax No./ Telex, E-mail / Cable Address)

**BID**

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

Subject:- Bid for Purchase of Immovable properties at Sr. No. \_\_\_\_\_ namely

**Sr. No. 1 :-** Flat No. 20, 4<sup>th</sup> Floor, India House No.4. Co-operative Housing Society Ltd. August Kranti Marg, Kemps Corner Mumbai – 400 026 admeasuring approximately 1155 Sq. ft

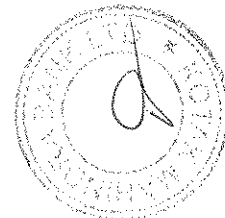
**Sr. No. 2 :-** Flat/unit No. 9, Mashrique Building, Friends union Premises Co-operative Society Ltd., 2<sup>nd</sup> Floor, 227, P.D. Mello Road, Fort, Mumbai 400 001 admeasuring approximately 850 Sq.ft.

[Please tick mark for the properties bidding]

1	Particulars of the Bidder		
1.2	Full name of the bidder (in block letters)		
1.3	Applicants Registered Office/ place of business Address Telephone no. Mobile Nos. Email Address		
1.4	Whether the bidder is competent to contract under Indian Contract Act, 1872 as per Foreign Exchange Regulation Act, 1973/		Yes/ No



	Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)		
2	Constitution of Bidder (Tick whichever is applicable)		Public Limited Company Private Limited Company Partnership Individual/ Sole Proprietary Others (specify) (Furnish documents in support)
3	Particulars of Bid		
3.1	The price offered for the said Property		Rs. _____ Rupees _____
3.2	Bank name from which EMD is remitted		
3.3	UTR No.		
3.4	Date of EMD remittance		
3.5			The price offered is for purchase of the said properties is exclusive of any liabilities as mentioned in the bid document, which are to be paid by the Purchaser.
3.6	Document attached to bid		(a) Terms and conditions of the Auction duly signed (b) Proof of identification / Photo Id (copy of any one) : (1) Vote ID (2) Driving License (3) Passport Etc (4) Other _____ (Please specify) (c) Current Address proof for communication and contact details; (d) PAN Card of the intending Purchaser
4	Details for return of EMD		
4.1	Name of Account		
4.2	Account no.		





Kotak Mahindra Bank Limited

4.3	IFSC Code		
4.4	Bank and Branch Details		

Certified that:-

In case our offer is accepted and if we fail to pay the amount in the manner specified by Kotak Bank in the Bid Document /Letter of Acceptance the amount of Earnest Money Deposit and any further installments paid by us under this offer shall stand absolutely forfeited by The Authorised Officer and / or Kotak Bank.

This offer is valid for a period of 20 days from the closing date of the bid.

I/We agree to abide by the decision of the Authorised Officer and / or Kotak Bank.

I/We have read and understood terms and condition of the bid and hereby unequivocally and unconditionally accept the same.

I/We have inspected the said property for which bid is being submitted I/we have accept all the terms and conditions as mentioned in bid document.

I/We are also aware and confirm that Kotak Bank 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 due diligence before submitting the bid/ offer. Kotak Bank or its Authorised Officer is not liable for anything pertaining to the same.

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 Authorised Officer and / or Kotak Bank to reject our bid and/or to cancel the award of sale.

Dated :

Applicant's Signatures

Full Name

Designation

Name of the Company / Firm / Proprietor

Address of the Company/ Firm / Proprietor



Kotak Mahindra Bank Limited

**ANNEXURE – II**

(Letter head of the Applicant including full Postal Address, Telephone No., Fax No./ Telex, E-mail / Cable Address)

**Letter of Application & Intent**

Date:

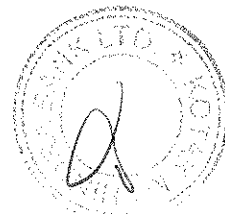
The Authorised Officer  
Kotak Mahindra Bank Limited  
Asset Reconstruction Division,  
12 BKC, 6<sup>th</sup> Floor, Plot No. C-12, 'G' Block,  
Bandra Kurla Complex, Bandra (East)  
Mumbai – 400 051

Subject:- For Purchase of Property at Sr. No. \_\_\_\_\_ being

**Sr. No. 1 :-** Flat No. 20, 4<sup>th</sup> Floor, India House No.4. Co-operative Housing Society Ltd. August Kranti Marg, Kemps Corner . Mumbai – 400 026 admeasuring Area being approximately 1155 Sq. ft.

**Sr. No. 2:-** Office No. 9, Mashrique Building, Friends union Premises Co-operative Society Ltd, 2<sup>nd</sup> Floor, 227, P.D. Mello Road, Fort, Mumbai – admeasuring approximately 850 Sq.ft.

1. Being duly authorized to represent and act for and on behalf of \_\_\_\_\_ (herein the Applicant), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for the purchase of said property according to the Terms and conditions of the offer made by Kotak Bank.
2. Bid is given in Annexure – I along with attachments, duly filled and signed on each page.
3. Kotak Bank and the Authorized Officer 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. Kotak Bank and the Authorized Officer may contact the following persons for any further information:-

Name of the Person/s : \_\_\_\_\_

Address \_\_\_\_\_

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

Email id ; \_\_\_\_\_

5. This application is made with full understanding that:
- Bids will be subject to verification of all information submitted at the time of bidding.
  - The Authorised Officer/Kotak Bank reserves the right to reject or accept any bid, cancel the bidding process, and/or reject all Bids.
  - The Authorised Officer and / or Kotak Bank 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. I/We have read the terms and conditions of the offer detailed in Bid document and are willing to abide by them unconditionally.
8. The offer made by us is valid for 20 days.

Name \_\_\_\_\_

Name \_\_\_\_\_

For and on behalf of

\_\_\_\_\_

(Name of Applicant)

Enclosures:- Bid – Annexure – I.

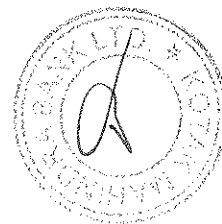


**Annexure – III**

**GUIDELINES FOR BIDDERS**

1. The Bidders prior to submitting their Bid for the immovable properties are expected to visit and examine the site and surroundings at their own expenses as the same are being offered on an “AS IS WHERE IS AND AS IS WHAT IS BASIS”. They should ascertain on their own responsibility all information, technical data, market study etc. including actual conditions, existing services, statutory and other liabilities etc.
2. It shall be presumed that all these factors were accounted for by the Bidder while quoting their bid. The bidder shall be deemed to have full knowledge of the immovable property, whether he inspects it or not.
3. Any information about the asset can be obtained from the Authorised Officer on 982099 0050.
4. Submission of the bid should be done as per the format prescribed in Annexure I.
5. The documents should have the stamp of the company / firm and signed by the duly authorized signatory.
6. No offer shall be considered if not accompanied by Earnest Money Deposit.

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Annexure IV

**Details of the properties put for sale**

**Sr. No.1:-** Flat No. 20, 4<sup>th</sup> Floor, India House No.4. Co-operative Housing Society Ltd. August Kranti Marg, Kemps Corner. Mumbai – 400 026 admeasuring approximately 1155 Sq. ft - Mortgaged by Ashok Sachdeva.

**Sr. No.2:-** Flat /unit No. 9, Mashrique Building, Friends Union Premises Co-operative Society Ltd. 2<sup>nd</sup> Floor, 227, P.D. Mello Road, Near GPO, Fort, Mumbai – 400 001 admeasuring approximately 850 Sq.ft.- Mortgaged by Sachdeva & Sons Rice Mills Ltd.



