**TENDER FORM**

**KOTAK MAHINDRA BANK LTD.**

**Registered office:** Registered Office: - 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051.

**Branch Office**: Kotak Mahindra Bank Ltd. 1st Floor, Mukta Prayag Complex Beside Nirankari Furniture Pandri Raipur 492001 CG.

Reference: Public Notice for Sale of immovable property advertised in the The Hitwada (English) and Haribhoomi (Hindi) dated 10/05/2024.

1. Name of the Offerer / Tenderer:-

 Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Full Address of the Offerer / Tenderer:-

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Name of the Borrower in respect of which the tender is invited:-

M/s. Goyal Brothers Thorough its all patners …Borrower

Mr. Santosh Kumar Agrawal …Partner/ Co Borrower

Mr. Sandeep Kumar Agrawal S/o late Mr. Kailash chand Agrawal …Partner/Co-Borrower/Legal Heirs

Mr. Sachin Kumar Agrawal …Partner/ Co Borrower

Mr. Sumeet Agrawal …Guarantor/Co Borrower/ Legal Heirs

Mrs. Hansa Devi w/o late Mr. Kailash Chand Agrawal …Property Owner/Guarantor/Legal Heirs

M/s Jagdish prashad gajanand & CO …Group Concern/Guarantor

 Earnest Money Deposit (EMD):- Rs. 54,60,000/-

4. Details of Pay Order/Demand Draft submitted:-

 Pay Order/Demand Draft No: \_\_\_\_\_\_\_\_\_\_ / Date \_\_\_\_\_\_\_\_\_\_ / Amount: Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) / Drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank.

5. Details of immovable property/Secured Asset and the details as given in the public notice for sale for which tender is submitted:-

1. All the pices and parcel of resi cum commercial proparty situatede at Plot No .327 Samta Cooprative Housing society Samta colony swami atmanand Ward No. 15 Raipur CG. 492001 . Owned by Santosh kumar Boundaries bounded: North: ROAD South: OTHER East: PLOT NO -328 West: PLOT NO -326 date of possession is 5/1/24.

2. All the pices and parcel of resi cum commercial proparty situatede at Plot No .312 Samta Cooprative Housing society Samta colony swami atmanand Ward No. 15 Raipur CG. 492001 . Owned by Kailash chand agrawal and hansa devi North: 30' ROAD South: PLOT NO -206 & 326 East: PLOT NO -313 West: PLOT NO -31, date of possession is 19/1/24.

 **Offer Amount : Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)**

**Declaration**

I have read the terms & conditions specified in the Public Notice for Sale of the above mentioned Immovable Property/ Secured Asset and the terms & conditions mentioned in this Tender form and have understood the same.

Place: (Signature of the Tenderer /Offerer)

Date: Full Name of the Tenderer /Offerer

**Terms and Conditions of the Tender**

1. The tender form shall be submitted / sent duly completed in all respect in a sealed cover/envelope, subscribed as “Offer for purchase of the immovable property” addressed to “The Authorised Officer”-“Kotak Mahindra Bank Ltd.” and the envelope should be sent to the aforesaid Branch office address, on or before the date stipulated in the public notice for sale of immovable property.
2. The tender/offer form shall be accompanied by Pay order/Demand Draft drawn on a Scheduled Bank in favour of “Kotak Mahindra Bank Ltd.” payable at Delhi, towards Earnest Money Deposit (EMD).
3. Tenders not accompanied by EMD and EMD below the Reserve Price shall be rejected out rightly. The undersigned has the full discretion to accept or reject any tender/bid without assigning any reason.
4. The sealed tenders will be opened by the Authorised Officer on the date and time mentioned in the public notice for sale in the presence of available / attending tenderer/bidders for raising/improving their respective offers (if any) and to decide the successful bidder.
5. The immovable property will be sold to the highest tenderer/bidder. However, the Authorised Officer at its sole discretion may allow inter-se bidding, if necessary.
6. The bid price to be submitted shall be above the Reserve Price and the bidder shall further improve their offer in multiple of Rs.1,00,000/-.The property will not be sold below the Reserve Price set by the Authorised Officer.
7. On sale of immovable property, the purchaser shall immediately pay 25% of bid amount/sale price to the Authorized Officer. And the balance amount of purchase price shall be paid to the authorized officer on or before 15th day of confirmation of sale of immovable property.
8. In default of payment in terms of clause (6), the bidder shall in writing make request to the Authorized Officer for extension of time with reasons. If Authorized Officer extends the time to make payment, same shall be executed in writing. If Authorized Officer finds no reason for extension of time to pay balance amount, in such eventuality the amount already paid by the bidder shall stand forfeited and bidder shall have no claim whatsoever over the property which was subject of bid/auction.
9. Where the offer amount is below the Reserve Price and / or the EMD paid is less than 10 % of the reserve price, then such tender shall be treated as invalid. The EMD will be refunded to the unsuccessful tenderers/bidders immediately on the date of auction. The tenderers shall not be entitled to claim any interest of whatsoever nature, if the refund of EMD is delayed for any reason whatsoever. Tenders/offers which are not accompanied by EMD and/or lesser amount of EMD, by way of Pay Orders / Demand Drafts and/or those received after the last date fixed for receiving tenders, shall not be considered or entertained for auction.
10. The Immovable Property/Secured Asset offered for sale is on 'as is where is" & ''as is what is" basis. Kotak Mahindra Bank Ltd. shall not be liable for any dues/charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues / arrears of the Municipal Corporation /local authority / Society / Builder, taxes and / or dues of any other nature, if any, in respect of the said Immovable Property/Secured Asset. Kotak Mahindra Bank Ltd. does not undertake any responsibility to procure any permission /license etc. in respect of the Immovable Property/Secured Asset offered for sale.
11. In case, all the dues of Kotak Mahindra Bank along with interest, charges , cost and expenses whatsoever, are paid by the Borrower/s or Guarantor/s at any time before the date fixed for auction/sale or transfer of the secured asset/s, in such case, the Secured Asset/Immovable Property in question shall not be sold or transferred.
12. The Authorised Officer / Kotak Mahindra Bank Ltd. reserves its right to accept or to reject the highest, any or all offers without assigning any reason whatsoever. The process by which the bid amount is to be increased shall be determined by the Authorised Officer conducting the sale and the decision of the Authorised Officer/ Kotak Mahindra Bank Ltd. in this regard shall be final and binding.
13. The tenderers / offerers are informed, in their own interest to satisfy themselves with the title pertaining to the immovable property/ secured asset in question, including the size/area, and also ascertain any other dues / liabilities / encumbrances from the concerned authorities to their satisfaction before submitting the tenders. No query relating to title, area, size, etc., shall be entertained, at the time of opening tenders / holding auction.
14. The particulars of immovable property/secured asset specified in the Public Notice for Sale, have been stated to the best of the information and knowledge of the Authorised Officer. The Authorised Officer / Kotak Mahindra Bank Ltd. shall not be answerable or liable for any error, mis-statement or omission with regard to same.
15. Kotak Mahindra Bank Ltd. shall be at liberty to amend/modify/delete any of the terms and conditions at its sole discretion as may be deemed fit and necessary or warranted in the light of the facts and circumstances of the case without giving any reason / further notice to the tenderers / offerers and the tenderers / offerers shall be deemed to have accepted such revised terms and would accordingly be bound by them.
16. The purchaser shall be required to bear / pay all expenses including stamp duty, registration charges, Society dues, municipal taxes, incidental expenses/charges, cess, transfer fee and other expenses / charges in connection with transfer of the secured asset /immovable property/ in his / her / their name(s).
17. The Sale Certificate shall be issued to the successful bidder only after receiving the full purchase price by the Authorized Officer,-“Kotak Mahindra Bank Ltd.”
18. The Successful Bidder is required to deposit the TDS 1% of the total auction amount in the name of the mortgagor if the Reserve auction amount is of Rs 50,00,000.00 ( Rupees Fifty Lakhs Only) or more. The Pan Card no. PAN No. ACJPA4637L for property 1. PAN No. ACJPA4631N for property 2..
19. To the best of knowledge and information of the Authorised officer, there is no encumbrance in the property/ies. However, the Auction purchaser will have to clear all dues of property if any. intending bidders may inspect the property and its documents as mentioned above or any other date & time with prior appointment and they should make their own independent inquiries regarding the encumbrance, title of property/ies put on e-Auction and claims/right/dues/affecting the property prior to submitting their bid. The e-Auction advertisement does not constitute any commitment or any representation of KMBL. The property is being sold with all the existing and future encumbrances whether known or unknown to KMBL. The Authorised officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues;
20. The machinery and movable items lying at the property are not part of the sale.

**(Covering Letter)**

To,

**The Authorised Officer (Kotak Mahindra Bank Ltd.)**

**Branch :-**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

I, Mr./Mrs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the tenderer / offerer do hereby state that, I have read the terms and conditions for sale of immovable property/ secured asset mentioned in the Tender Form and Public Notice for Sale and understood them fully. I hereby unconditionally agree to comply with and to be bound by the said terms and conditions. I hereby declare that I intend to purchase the immovable property / secured asset from Kotak Mahindra Bank Ltd., and that the information furnished by me in the Tender Form attached herewith is true and correct to the best of my knowledge and belief.

I understand / agree that in the event any of the statement/information furnished by me is found to be incorrect and/or untrue; my tender shall be treated as invalid and liable to be rejected.

Yours faithfully,

FULL NAME & SIGNATURE OF THE OFFERER/TENDERER

Encl:
1.) Tender Form

2.) Copy of PAN Card duly Self Attested

3.) Copy of Adhar Card duly Self Attested