

**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 No. 22, Kotak House, M.G. Road, Bangalore – 560 001 (India)

1. Reference: Public Notice for Sale of immovable property advertised in the Financial Express (name of English Newspaper) and Udayakaala (name of Vernacular Newspaper) dated 01-01-2025.

2. Name of the Offerer / Tenderer:-  
Mr./Mrs. \_\_\_\_\_

3. Full Address of the Offerer / Tenderer:-  
\_\_\_\_\_  
\_\_\_\_\_

4. Name of the Borrower in respect of which the tender is invited:-  
C G Lokesh

5. Earnest Money Deposit (EMD) :-  
Rs. **4,25,010/-**

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

7. Details of immovable property/Secured Asset and the details as given in the public notice for sale for which tender is submitted:-  
All that part and parcel of the property Flat bearing Flat No-301, in Third Floor, "D S Max Sprint", Opp N P Factory, K B Sandra, Bangalore – 560 032.

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

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### **Terms and Conditions of the Tender**

1. The Bid Tender form need to submit / sent through Post / Courier, duly signed by the Bidder and completed in all respect, in a sealed cover/envelope, subscribed as “Offer for purchase of the immovable property”, addressed to “The Authorized Officer”-“Kotak Mahindra Bank Ltd.” The envelope should be sent to the address of the Branch office, mentioned in the Sale Auction Notice, 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.”, towards Earnest Money Deposit (EMD).
3. Tenders not accompanied by EMD and EMD below the Reserve Price shall be rejected outright.ly 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 Authorized 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 under sale auction shall need to sell to the highest tenderer/bidder only. However, the Authorized Officer, at its sole discretion may allow inter-se bidding, if necessary.
6. The bid price need to submit, shall be above the Reserve Price and the bidder shall further improve their offer in multiple of Rs.10,000/-.The property, under Sale Auction, should not be sold, below the Reserve Price set by the Authorized 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 need to pay to the authorized officer on or before 15<sup>th</sup> day of confirmation of sale of immovable property.
8. The successful bidder, shall pay 1% of Sale price towards TDS (out of the sale proceeds), and submit TDS Certificate to the Authorized officer of the Bank. The deposit the entire amount of sale price (after deduction of 1% towards TDS), adjusting the EMD within 15 working days of the acceptance of the offer by the Authorized Officer, or within such other extended time as deemed fit by the Authorized Officer, failing which the earnest deposit will be forfeited.
9. In default of payment in terms of clause (6), the bidder will in writing, make request to the Authorized Officer for extension of time with reasons. If Authorized Officer extend the time to make payment, the same need to submit in writing to the Authorized Officer. 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 under sale auction, which was subject of bid/auction.

10. 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 deposited, will be refund 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 deposition of EMD 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..
11. 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.
12. 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.
13. The Bid Tender form submitted, by Person being Private Treaty, with 25% of EMD amount shall be consider lower bidder only, if no bid submitted in stipulated time, given under sale auction notice, by any interested party, other than the person (Private Treaty), than only the Property under auction, will be sold to Private Treaty. If any interesting party had participated in Sale Auction, other than the person Private Treaty, than the Person (Private Treaty) will be treated normal bidder and has to participate in Sale Auction as normal Bidder, and need to increase the bid amount. the Sale Auction Property shall be given to highest bidder only.
14. The Authorized 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 Authorized Officer conducting the sale, and the decision of the Authorized Officer/ Kotak Mahindra Bank Ltd. in this regards shall be final and binding.
15. The tenderer(s) / offerer(s) 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 as 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.
16. The particulars of immovable property/secured asset specified in the Public Notice for Sale has stated to the best of the information and knowledge of the Authorized Officer. The Authorized Officer / Kotak Mahindra Bank Ltd. shall

- not be answerable or liable for any error, mis-statement or omission with regard to the same.
17. Kotak Mahindra Bank Ltd. shall be at sole liberty to, amend/modify/delete, any of the terms and conditions, at its sole discretion, as may be deemed fit. The same is necessary or warranted in the light of the facts and circumstances of the case, without giving any reason / further notice to the tenderer(s) / offerer(s) and the tenderer(s) / offerer(s) shall be deemed to have accepted such revised terms and would accordingly be bound by them.
  18. 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).
  19. The successful bidder shall bear all expenses including pending dues of any Development Authority if any/taxes/utility bills, maintenance charges of the Property etc. to Municipal Corporation or any other authority/agency and fees payable for stamp duty/registration fee etc. for registration of the 'Sale Certificate'. The property is sold by way of auction as and where and what basis. The bank is not at all responsible for such expenses and liability to any of authority.
  20. 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."
  21. The above conditions are read by me and providing my consent will full and filling this tender form, and also accepting all the terms as publish Sale Auction Notice in the Newspapers without any pressure
  22. Sale will strictly be on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS" and on the terms as mentioned herein and in the terms and conditions of sale, however the Authorized Officer shall have the absolute discretionary right to change or vary the terms and conditions.
  23. The particulars of Secured Assets specified in the Schedule hereinabove have been stated to the best of the information of the Authorized Officer, but the Authorized Officer shall not be answerable for any error, misstatement or omission in this proclamation.
  24. The secure asset, under Sale Auction, will not be, sold below the reserve price and the sale shall be confirmed to the highest bidder only. However, the Authorized Officer is not bound to accept the highest bid or any or all bids and reserves the absolute right and discretion to accept or reject any bid without assigning any reason whatsoever.
  25. The bidders at the time of submission of bid shall produce evidence of their identity by cogent documents and if they participate in the auction in a representative capacity, the authorization/resolutions/Power of attorney etc., executed by the principal be also produced.

26. In no case the bidders will be permitted to withdraw the bids.
27. In case the bids are rejected, Authorized Officer can negotiate with any of the bidders or other parties for sale of the properties by private treaty.
28. All statutory dues/ other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser.
29. All outgoing i.e. Municipal Taxes, Maintenance/Society charges, Electricity and Water charges and any other dues or taxes in respect of the said property shall be paid by the successful Bidder/Purchaser.
30. Bids below reserve price shall be out rightly rejected.
31. Bids submitted without original demand drafts/pay order for the EMD shall be out rightly rejected.
32. Kotak Mahindra Bank Limited or its employees will not be liable for any claims from any person in respect of the properties put for sale.
33. Any other encumbrances are not known to the Bank. The Authorised 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 properties 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.
34. 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 Borrowers/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.
35. The sale certificate shall be issued in the same name in which the Bid is submitted.

Place:

(Signature of the Tenderer /Offerer)

Date:

Full Name of the Tenderer /Offerer with Address  
EMAIL ID

### **Declaration**

I have read the terms & conditions specified Condition No. 1 to 35 in this form and also provided by Bank in the Public Notice for Sale of the above mentioned Immovable Property/ Secured Asset and the terms & conditions mentioned in this Tender form hereby accepted by me by understanding the same will full and providing my consent on the same. .

Place:

(Signature of the Tenderer /Offerer)

Date:

Full Name of the Tenderer /Offerer