



**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 NO. L65110MH1985PLC038137

**AUCTION NOTICE**

**E-AUCTION SALE NOTICE FOR SALE OF IMMOVABLE ASSET OF OMNITECH INFOSOLUTIONS LTD. (IN LIQN.) UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 ("SARFAESI ACT") READ WITH PROVISO TO RULE 8 (6) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002.**

Whereas, ING Vysya Bank Ltd. (subsequently merged with Kotak Mahindra Bank Limited) had sanctioned certain credit facilities to Omnitech Infosolutions Ltd. (in Liqn.) (hereinafter referred to as "Borrower") in consortium with other lenders.

Whereas, the Authorised Officer ("AO") of Kotak Mahindra Bank Limited ("KMBL") had issued notice under the provisions of Section 13(2) of the SARFAESI Act and called upon the Borrower (now represented by the Official Liquidator) and the guarantors viz. Mr. Atul M Hemani, Mr. Avinash C Pitale, Mr. Devarshi Buch, Mrs. Amisha A Hemani and Mrs. Shubhangi A Pitale to pay the amounts mentioned therein, within 60 days of receipt of the said notice. The said demand was not complied with. Pursuant to the failure to pay the amount demanded and subsequent to consent of other lenders under Section 13 (9) of the SARFAESI Act, the AO took physical possession of the property as detailed herein below, after complying with the provisions of the SARAFESI Act and Rules enacted therein. In exercise of the powers conferred under Section 13(4) of the SARFAESI Act read with the Rules therein, the undersigned has decided to sell the said property by E-auction.

Notice is hereby given to the public in general and to the Borrower and the guarantors in particular, that the property as mentioned herein below shall be sold on "**AS IS WHERE IS**", "**AS IS WHAT IS**" and "**WHATEVER THERE IS**" basis, by way of an E- Auction to be conducted on 17<sup>th</sup> September 2019, for recovery of a sum of Rs.41,55,81,121/- due to KMBL and the dues of other lenders viz. Rs. 42,84,75,858/- due to Clix Finance India Unlimited, Rs. 90,77,94,934/- due to Axis Bank Ltd, Rs. 42,74,70,165/- due to IDBI Bank Ltd.,Rs.34,24,47,418/- due to JM Financial Asset Reconstruction Company Pvt. Ltd, Rs. 15,78,15,665/- due to Dhanlaxmi Bank Ltd., Rs. 11,69,91,589/- due to Central Bank of India and Rs. 10,87,43,768/- due to AB Bank Ltd., as on 31<sup>st</sup> May 2017 together with further interest thereon from 1<sup>st</sup> June 2017 till realization, as per their respective contracts, together with all incidental costs, charges and expenses.

Auction/bidding shall only be through "**online electronic mode**" through the website/portal of **M/s. E-procurement Technologies Limited (Auction Tiger)** at **<https://kotakbank.auctiontiger.net>**. The EMD Amount is payable by way of NEFT/RTGS in the E-Auction 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**. Duly filled and signed copy of Terms and Conditions dated 27<sup>th</sup> August 2019, PAN/Aadhaar card and Address and Id Proof shall be uploaded with the online offer and EMD remittance details on the website/portal **<https://kotakbank.auctiontiger.net>**.

<b>Particulars of Property</b>	<b>Reserve Price</b>	<b>EMD</b>	<b>Encumbrances</b>
Leasehold rights in respect of land bearing Plot No. A-13 situated at Cross Road No.5, Kondivita Road, MIDC Marol Industrial Area, Andheri (East), Mumbai 400 093 (near J B Nagar / Chakala Metro Station) admeasuring 581 Sq. Mtrs. or thereabouts together with building thereon known as "Omnitech House" having constructed area of approx. 16900 Sq. Ft. or thereabouts.	Rs. 1600 Lacs	10% of the bid amount	Electricity Dues of Rs. 1.91 Lacs

<b>Inspection at site</b>	5 <sup>th</sup> September 2019 from 10 a.m. to 1 p.m.
<b>Last date for deposit of EMD and uploading Bid documents</b>	16 <sup>th</sup> September 2019 upto 4:30 p.m. at <a href="https://kotakbank.auctiontiger.net">https://kotakbank.auctiontiger.net</a>
<b>Date and time of E-Auction</b>	17 <sup>th</sup> September 2019 between 11:00 a.m. to 12 noon. The end time of auction will be extended by 5 minutes each time a bid is made within last 5 minutes of E-Auction.
<b>Bid Increment amount</b>	Rs. 5,00,000/- (Rupees Five Lacs Only) or in multiples thereof.

The balance 25% of final purchase price minus EMD Amount shall be deposited by the successful bidder, latest by the next working day by way of RTGS/NEFT in the E-Auction account of KMBL as detailed above. The balance 75% of final purchase price shall be deposited by way of NEFT/RTGS within 15 days from the date of auction in the same E-Auction account as above. The refund of EMD to the unsuccessful bidders shall be made only in the account number mentioned by such bidder in the Bid/tender form within 3 working days.

The Terms and Conditions of sale are available on the website/portal <https://kotakbank.auctiontiger.net> or <https://www.kotak.com/en/bank-auctions.html>

For any details with respect to any help, procedure and online training in respect of the auction process please contact **Mr. Vijay Shetty (M) 6352490773** Email IDs: [maharashtra@auctiontiger.net](mailto:maharashtra@auctiontiger.net); [vijay.shetty@auctiontiger.net](mailto:vijay.shetty@auctiontiger.net); & [support@auctiontiger.net](mailto:support@auctiontiger.net); (079) 61200 594/598/559/587/554. For any details regarding the property please contact **022-6218 5110** or **9820607140**.

This is also a notice to the Borrower/guarantors that the auction shall proceed if the dues are not paid in full before the date of E-Auction.

It may please be noted that in case of any discrepancy/inconsistency between auction notices published in English and in Marathi then the contents of the notice published in English shall prevail.

Place : Mumbai  
Date : 27<sup>th</sup> August 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.**

**kotak**® CIN NO. L65110MH1985PLC038137

**TERMS AND CONDITIONS FOR SALE OF IMMOVABLE ASSET OF OMNITECH INFOSOLUTIONS LTD. (IN LIQN.) 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**

<b>Particulars of Property</b>	<b>Reserve Price</b>	<b>EMD</b>	<b>Encumbrances</b>
Leasehold rights in respect of land bearing Plot No. A-13 situated at Cross Road No.5, Kondivita Road, MIDC Marol Industrial Area, Andheri (East), Mumbai 400 093 (near J B Nagar / Chakala Metro Station) admeasuring 581 Sq. Mtrs. or thereabouts together with building thereon known as "Omnitech House" having constructed area of approx. 16900 Sq. Ft. or thereabouts.	Rs. 1600 lacs	10% of the bid amount	Electricity Dues of Rs. 1.91 lacs
<b>INSPECTION</b>	5 <sup>th</sup> September 2019 from 10 a.m. to 1 p.m. at the site		
<b>LAST DATE OF DEPOSITING EMD AND SUBMITTING BID</b>	16 <sup>th</sup> September 2019 upto 4:30 p.m. at <a href="https://kotakbank.auctiontiger.net">https://kotakbank.auctiontiger.net</a>		
<b>EARNEST MONEY DEPOSIT (EMD) REMITTANCE</b>	10% of Offer/Bid amount through NEFT/RTGS in favour of "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.		
<b>DATE AND TIME FOR ONLINE AUCTION</b>	17 <sup>th</sup> September 2019 between 11:00 a.m. to 12 noon. The end time of auction will be extended by 5 minutes each time a bid is made within last 5 minutes of E-Auction		
<b>BID INCREMENT AMOUNT</b>	Rs. 5,00,000/- (Rupees Five Lacs Only) or in multiples		
<b>CONTACT NOS. FOR DETAILS</b>	For any details with respect to any help, procedure and online training in respect of the auction process please contact <b>Mr. Vijay Shetty (M) 6352490773</b> Email IDs: <a href="mailto:maharashtra@auctiontiger.net">maharashtra@auctiontiger.net</a> ; <a href="mailto:vijay.shetty@auctiontiger.net">vijay.shetty@auctiontiger.net</a> ; & <a href="mailto:support@auctiontiger.net">support@auctiontiger.net</a> ; (079) 61200 594/ 598/559/587/554.  For any other details, regarding the property please contact KMBL at <b>022-6218 5110</b> or <b>98206 07140</b> .		
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27<sup>th</sup> August 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.**  
**kotak<sup>®</sup>** CIN NO. L65110MH1985PLC038137

Date: **27<sup>th</sup> August 2019**

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

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## **INTRODUCTION**

Sealed bids are invited by the Authorised Officer, Kotak Mahindra Bank Limited ("KMBL") for sale of property, as detailed herein below, of OMNITECH INFOSOLUTIONS LTD. (in Liqn.) (the "Borrower"), on "AS IS WHERE IS" "AS IS WHAT IS" and "WHATEVER THERE IS" basis on such Terms and Conditions as detailed herein below:

### **A. DEFINITIONS**

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

- a. Authorised Officer (AO):** Officer of Kotak Mahindra Bank Ltd. authorised under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
- b. Bidder:** Any party intending to participate in the auction process and intending to purchase the property.
- c. E-Auction Account:** Account bearing name "Kotak Mahindra Bank Ltd. A/c E Auction", Account No. 8411307138 maintained with Kotak Mahindra Bank Limited, Malad (East), Mumbai, Branch with IFSC Code No: KKBK0000646.
- d. E-Auction Service Provider:** Kotak Mahindra Bank Ltd.'s approved E-auction service provider **M/s. E-procurement Technologies Limited.**
- e. Property:** Leasehold rights in respect of land bearing Plot No. A-13 situated at Cross Road No.5, Kondivita Road, MIDC Marol Industrial Area, Andheri (East), Mumbai 400 093 (near J B Nagar / Chakala Metro Station) admeasuring 581 Sq. Mtrs. or thereabouts together with building thereon known as "Omnitech House" having constructed area of approx. 16900 Sq. Ft. or thereabouts. (hereinafter referred to as the "**said Property**") more particularly mentioned in **Annexure - 'III'**
- f. Purchaser:** Bidder who has been declared as successful and in whose favour the bid is awarded.
- g. Seller:** Kotak Mahindra Bank Ltd. a secured creditor of the Borrower in whose favour the said property belonging to the Borrower is inter alia charged and is having the right/power to sell the said property.

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

- 1.1. The Property will be sold by an Electronic Public Auction conducted by E- Auction Service Provider at the web portal <https://kotakbank.auctiontiger.net> between **11.00 am to 12 noon** on **17<sup>th</sup> September 2019**. The online e-auction bid form is available at the website <https://kotakbank.auctiontiger.net>. The E-Auction / bidding of the said Property would be conducted exactly on the scheduled date and time by way of inter-se bidding amongst the Bidders. Bidders are advised to go through the website <https://kotakbank.auctiontiger.net> or <https://www.kotak.com/en/bank-auctions.html> 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 the E-Auction.
- 1.2. For participating in E-Auction the Bidders should register their details with the E- Auction Service Provider at <https://kotakbank.auctiontiger.net> well in advance and get the User ID and password required for participating in the E- Auction.
- 1.3. The Bidders are advised to ensure complete knowledge of how the online auction will be conducted from the E-Auction Service Provider prior to the date of auction and proper internet connectivity at the time of auction being conducted.
- 1.4. 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 sold with all known and unknown encumbrances.
- 1.5. The measurements indicated, if any, are purely indicative & without any guarantee and KMBL/AO shall not entertain any claim / complaint from the Purchaser/Bidders for any deficiency in measurement / size / number etc. for recovery of whole or any part of the bid / purchase consideration, loss of profit/ interest, damages etc.
- 1.6. The said Property is charged on first *pari passu* basis in favour of Clix Finance India Unlimited and by way of second *pari passu* basis in favour of KMBL, Axis Bank Ltd, IDBI Bank Ltd, JM Financial Asset Reconstruction Company Pvt. Ltd., Dhanlaxmi Bank Ltd., Central Bank of India and AB Bank Ltd. KMBL has obtained consent from other lenders under Section 13(9) of the SARFAESI Act. The record date fixed under the said consent was 31<sup>st</sup> May 2017 and the dues of all the lenders as on the record date were as follows: (i) Clix Finance India Unlimited Rs. 42,84,75,858/-; (ii) KMBL Rs 41,55,81,121/-; (iii) Axis Bank Ltd. Rs. 90,77,94,934/-; (iv) IDBI Bank Ltd. Rs. 42,74,70,165/-; (v) JM Financial Asset Reconstruction Company Pvt. Ltd. Rs.34,24,47,418/-; (vi) Dhanlaxmi Bank Ltd. Rs.15,78,15,665/-; (vii) Central Bank of India Rs.11,69,91,589/-; and AB Bank Ltd. Rs.10,87,43,768/-, together with further interest thereon from 1<sup>st</sup> June 2017 till realization, as per their respective contracts, together with all incidental costs, charges and expenses.
- 1.7. The said Property may have certain liabilities attached to it, apart from those mentioned at Para 1.6 hereinabove, which are to be met by the Purchaser and which will be over and above the purchase consideration. The Bidders may carry out their independent due-diligence in respect of likely liabilities pertaining to the said Property before submitting the bid at their own cost. It may be noted that the Bidder will be responsible for meeting any and all liabilities if they arise and KMBL or the AO will not be liable to meet any such liabilities whatsoever. Any bid / offer made shall be deemed to have been submitted after complete satisfaction of title thereof and/or all claims there against and due and proper inspection of the said Property and the Bidder 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 of any liabilities / encumbrances / dues / taxes / levies irrespective as to whether disclosed or undisclosed.

- 1.8. The Bidders are informed that said land is a leasehold land owned by Maharashtra Industrial Development Corporation (MIDC) which may impose certain restrictions, conditions and mandate over usage, transfer etc. The intending Bidders are advised to conduct their due diligence with respect to same. KMBL/AO will not be responsible or liable in any manner to obtain any consent from MIDC and the purchaser will Purchase the leasehold rights at his own risk and responsibility.
- 1.9. The information in respect of the said Property, including the description as per Annexure "III" is to the best of knowledge of the KMBL/AO 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.
- 1.10. The reserve price fixed for the sale of the said Property is a sum of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) and the EMD payable is 10% of the bid amount.
- 1.11. The Bidder(s) should thoroughly satisfy themselves about the nature, conditions and quality of the said Property. KMBL gives no guarantee or warranty as to the conditions of the said Property/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 KMBL.
- 1.12. The Bidders may participate in E-Auction for bidding from their place of choice. Proper internet connectivity shall have to be ensured by intending Bidders themselves. KMBL/E-Auction Service Provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
- 1.13. Bids accompanied by short EMD and/or with their own conditions are liable to be rejected / ignored summarily. AO or KMBL shall not be responsible for delay in uploading, late receipt or loss of Bid documents/offer due to any reason.
- 1.14. KMBL/AO reserves the right to cancel or postpone the auction or reject any Bid/offer without assigning any reason. KMBL/AO reserves the right to modify any terms or condition of E-Auction without prior notice. KMBL/AO reserves the absolute right and discretion to extend the time for submission of Bid/EMD and/or change the date and time for online bid.
- 1.15. The contract shall be treated as having been entered into as soon as the Confirming Email is issued by E-Auction Service Provide/AO/KMBL to the successful bidder and the period of contract shall be of 15 days from the date of such acceptance.
- 1.16. In case of any doubt regarding the bid documents and/or auction process, the decision of the AO will be final.

## **II. ELIGIBILITY**

- 2.1 The Bidder should:
  - a) be any person, registered trust, registered firm, registered co-operative society, private limited company, public limited company, partnership firm, limited liability partnership registered in India;
  - b) be legally competent to enter into contract as per prevailing laws;
  - c) be financially sound.
- 2.2 The Bidder has to satisfy the AO about his financial capacity to meet the bid price.
- 2.3 AO 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 finalization of the bid right up to the stage of depositing the bid amount 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 bid documents. No bid 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 bid is jointly submitted by one or more persons, the share of each person in the bid should be specifically mentioned in the bid document. In case no sharing is mentioned in the bid documents as required, all joint bidders 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 BID:**

- 3.1 All bids must be submitted in the prescribed form along with all required documents by online mode only. The bid must be submitted on or before the appointed date and time. The Bidders are advised to go through the website <https://kotakbank.auctiontiger.net> or <https://www.kotak.com/en/bank-auctions.html> 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 the E-Auction sale proceedings.
- 3.2 The Terms and Conditions along with Annexures thereto must be signed at each and every page. The Bidder, if a company, partnership firm 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 27<sup>th</sup> August 2019 along with all documents and details regarding remittance of EMD shall be entered in the bid form as below and the same should be scanned and uploaded at <https://kotakbank.auctiontiger.net> along with the following documents:
- a) Terms and Conditions of the Auction, duly signed by the Bidder/s on each page in token of having accepted the same in toto;
  - b) Proof of identification/Photo Id viz., Voter ID / Driving License / Passport Aadhaar, etc.;
  - c) Current Address proof for communication and contact details;
  - d) PAN Card of the Bidder.
- 3.4 No telex / telegraphic / faxed / e-mail Bids/offers will be accepted.
- 3.5 The Bidders shall forward the original of the duly filled and signed Terms and Conditions dated 27<sup>th</sup> August 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 "BID DOCUMENTS A/C OMNITECH INFOSOLUTIONS LTD. (IN LIQN)" mentioned at the top. The signed Terms and Conditions shall reach the office of KMBL latest by 10.00 am on 17<sup>th</sup> September 2019. Bidders 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.
- 3.6 Incomplete bids, 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.

### **IV. INSPECTION:**

- 4.1 The Property may be inspected at the site on **5<sup>th</sup> September 2019**, between **10 a.m. to 1 p.m.** in the presence of AO and/or his representative.

**V. EARNEST MONEY DEPOSIT:**

- 5.1 The bid should be accompanied with 10% of their offer amount towards EMD and deposited by way of NEFT/RTGS in E-Auction Account.
- 5.2 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, except in unusual circumstances and then with the consent of the AO.
- 5.3 EMD received by KMBL from unsuccessful Bidders will be returned within 3 working days. The EMD will not carry any interest. In case the bid is accepted as per the payment terms stipulated in the Terms and Conditions, the EMD paid by the successful Bidder shall be automatically adjusted towards purchase consideration as per the payment terms stipulated herein.
- 5.4 In case the bid 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 Bidder/Purchaser.

**VI. PROCESS OF E-AUCTION:**

- 6.1 On the Scheduled date and time, the E-Auction Service Provider will declare the Opening Bid amount which will be the highest bid received 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 auction's Opening Bid, by increment of the Bid Increase Amount or in multiples thereof. The second online bid and onwards will have to be higher than the first online bid by one Bid Increase Amount or in multiples thereof. In case there is only a single Bid received then in that case the Bidder shall have to increase his Bid by at least one Bid Increase Amount before the sale can be knocked down in his favor.
- 6.2 The "Bid Increase Amount" in respect of the auction of the said property has been fixed at Rs.5,00,000/- (Rupees Five Lacs Only). The Bidders will have to increase the bid amount in the multiple of "Bid Increase Amount" only.
- 6.3 The Online Auction shall be open for 1 hour between 11 a.m. and 12 noon on 17<sup>th</sup> September 2019. 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's duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that the auto-extension shall be unlimited and will take place 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 the 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, Bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- 6.4 During E-Auction, if no bid is received within the specified time, KMBL/AO at its discretion may decide to scrap the E-Auction process.



- 6.5 The Bidders 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 Bidder
  - c) Minimum Increment Value
  - d) The bid rank of Bidder in the auction
- 6.6 The bid once submitted, cannot be cancelled/withdrawn and the successful Bidder shall be bound to buy the Property at the final bid price. Any failure on part of the successful Bidder to comply with any of the terms and conditions of the E-Auction notice and Terms and Conditions will result in forfeiture of the amount paid by the defaulting Bidder.
- 6.7 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 E-mail. The bids shall be increased in multiples of Rs. 5,00,000/- (Rupees Five Lacs Only). The AO shall be entitled to retain the highest bid received for a period not exceeding 15 days before confirming the sale.
- 6.8 The last valid bid at the time of closing of the online auction shall be considered to be the successful Bidder unless otherwise decided by the AO. The successful Bidder shall be intimidated of the same by Service Provider/AO/KMBL on closing of the auction by a Confirming E-mail. The date of sending the E-mail will be considered as the date of intimation.

**VII. PAYMENT SCHEDULE:**

- 7.1 All remittances shall be made by NEFT / RTGS in the E-Auction Account only.
- 7.2 EMD of the successful Bidder shall be adjusted against the purchase consideration on issue of Confirming E-mail.
- 7.3 The Purchaser shall deposit 25% of the purchase consideration 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 payment of the 25% of the purchase consideration or any part thereof, the EMD shall stand forfeited and the said Property will be offered to the next highest bidder.
- 7.4 The balance amount i.e. 75% of the purchase consideration is to be paid within 15 days from the date of acceptance of the bid. 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.
- 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 money paid

may be refunded to the Purchaser without interest.

**VIII. 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 exclusively by the Purchaser.

**IX. DELIVERY PERIOD / POSSESSION:**

- 9.1 After receipt of full and final payment in lieu of the total purchase consideration of the said Property, KMBL will issue "**Certificate of Sale**" with respect to 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. It is the responsibility of the Purchaser to get the Certificate of Sale in respect of Property adjudicated and stamped and registered and all costs, charges and expenses in that connection will have to be borne by the Purchaser. The trail documents in respect of the said Property are deposited with Axis Bank Ltd. on behalf of the consortium. After payment of the entire amount by the Purchaser, KMBL shall request Axis Bank Ltd. to hand over the trail documents to it for handing over to the Purchaser.
- 9.2 The said Property shall remain at the risk of the Purchaser from the time of acceptance of the bid 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 bid 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 Bidder(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 the original Terms and Conditions.
- 12.3 All written communications, notices and processes shall be deemed to have been duly delivered and served upon the Bidder/Purchaser by addressing the same at such address and/or sending the same to such E-mail id as mentioned in the online bid Application Form attached hereto being part of this document. If no intimation reaches, bidders are expected to find out status of their bids from KMBL. Non receipt of intimation will not considered as a reason for default/non-payment.
- 12.4 In case any offer is not accepted, the Bidders shall not be entitled to claim any costs, charges, expenses incidental to or incurred by the bidders through or in connection with the submission of the offer/bid even though KMBL may elect to withdraw the invitation to bid. Should all invitations to bid be withdrawn or cancelled by KMBL, for which KMBL shall have the right to do so at any time, the EMD paid by the Bidders with the bid will be refunded to them in due course, without interest.
- 12.5 The Bidders shall have no right to issue addenda to bid 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 bid form should be quoted both in figures and in words. Bids containing overwritten or erased rates are liable to be rejected.
- 12.7 The Bidders shall note that the above Terms and Conditions of Auction may be altered by the KMBL/AO, if necessary.
- 12.8 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 unconditionally agreed to and accepted all Terms and Conditions of the bid 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 Bidders must ensure the following while submitting the bid :-
  - (A) ALL DOCUMENTS AS LISTED HEREINABOVE AT PARA 3.3 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 BID DOCUMENT IS DULY SIGNED BY THE BIDDER BEFORE SUBMITTING THE BID.
  - (D) THAT ALL ALTERATIONS, ERASURE(S) AND OR OVER-WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE BIDDER'S

SIGNATURE.

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

**XIII.** The Bid and Letter of application & intent and Guidelines to bidders are enclosed at **Annexures I & II.**

**XIV. CONTACT DETAILS:**

**For any query with respect to E-Auction Process:**

M/s. E-procurement Technologies Limited

**Contact Nos.** (079) 61200 594/598/559/587/554

Mr. Vijay Shetty (M) 6352490773

**Email IDs:** maharashtra@auctiontiger.net; vijay.shetty@auctiontiger.net; & support@auctiontiger.net;

**Visit Website:** <https://kotakbank.auctiontiger.net>

**For any other detail:**

Kotak Mahindra Bank Ltd.

**Contact Nos.** 022-6218 5110 or 9820607140

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

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

**ANNEXURE – I**

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

**B I D**

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

**Subject: Bid for purchase of Leasehold rights in respect of land bearing Plot No. A-13 situated at Cross Road No.5, Kondivita Road, MIDC Marol Industrial Area, Andheri (East), Mumbai 400 093 (near J B Nagar/Chakala Metro Station) admeasuring 581 Sq. Mtrs. or thereabouts together with building thereon known as "Omnitech House" having constructed area of approx. 16900 Sq. Ft. or thereabouts as detailed in Annexure III. (said Property)**

<b>1</b>	<b>Particulars of the Bidders</b>		
1.1	Full name of the bidders (in block letters)	:	
1.2	Applicant's registered office/ place of business  Address  Telephone No.  Fax No.  E-Mail No.	:	
1.3	GST Registration No.	:	
1.4	Whether the bidders 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 Bidder (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 Bid</b>	
3.1	The price offered For 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 above price offered is exclusive of any liabilities as mentioned in the bid document, which are to be paid by the purchaser.
3.6	Documents attached to Bid	: a) Terms and Conditions of the Auction duly signed b) Proof of identification/Photo Id (copy of any one): 1) Voter ID 2) Driving License 3) Passport 4) Aadhaar Card 5) Other _____(pls Specify) c) Current Address proof for communication and contact details; d) PAN Card of the Bidder.
<b>4.</b>	<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 Bid 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 bid.
  - (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 bid and hereby unequivocally and unconditionally accept the same.
  - (v) I/We have inspected the said property for which bid is being submitted. I/We here accept all the terms and conditions as mentioned in Bid 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 bid / 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 bid and/or to cancel the award of sale.

Date :

Applicant's Signatures :

Full Name :

Designation :

Name of the Company :

Address of the Company :

**ANNEXURE – II**

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

**Subject : Bid for purchase of Leasehold rights in respect of land bearing Plot No. A-13 situated at Cross Road No.5, Kondivita Road, MIDC Marol Industrial Area, Andheri (East), Mumbai 400 093 (near J B Nagar / Chakala Metro Station) admeasuring 581 Sq. Mtrs. or thereabouts together with building thereon known as "Omnitech House" having constructed area of approx. 16900 Sq. Ft. or thereabouts as detailed in Annexure III. (said Property)**

Sir,

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 bidders for the purchase of said property according to the terms and conditions of the offer made by KMBL.
2. Bid 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: \_\_\_\_\_

5. This application is made with full understanding that :
- a) Bids will be subject to verification of all information submitted at the time of bidding.
  - b) The Authorised Officer of KMBL reserves the right to reject or accept any Bid, cancel the bidding process, and/or reject all Bids.
  - c) The Authorised Officer 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 Bid 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 Bidder)

Name \_\_\_\_\_  
For and on behalf of

\_\_\_\_\_

(Name of Bidder)

**ANNEXURE – III**

**DESCRIPTION OF THE PROPERTY OF OMNITECH INFOSOLUTIONS LTD.**  
**(IN LIQN.)**

Leasehold rights in respect of land bearing Plot No. A-13 situated at Cross Road No.5, Kondivita Road, MIDC Marol Industrial Area, Andheri (East), Mumbai 400 093 (near J B Nagar / Chakala Metro Station) within the village limits of Mulagoan, Taluka Andheri, Registration District & Sub-District of Mumbai City and Mumbai Suburban and within the limits of 'K-East' Ward of the Mumbai Municipal Corporation of Greater Mumbai, admeasuring 581 Sq. Mtrs. or thereabouts together with building thereon known as "Omnitech House" consisting of Basement, ground plus four floors, having aggregate constructed area of approx. 16,900 Sq. Ft. or thereabouts and bounded as follows:

On or towards North by: Road

On or towards the South by: Private Land

On or towards the East by: Plot No. A-14

On or towards the West by: Plot No. A-12

## MAP TO REACH SITE

