

Sale of NPA Asset by Kotak Mahindra Bank Limited

Registered Office: 27 BKC, C 27, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai- 400051

The Authorized Officer of Kotak Mahindra Bank has taken over physical Possession of the following property pursuant to the statutory demand notice issued u/s 13(2) of the Securitisation and Reconstruction of the Financial Assets and Enforcement of Security Interest Act 2002 with a right to sell the same on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS" for realization of Bank's dues.

The sale of the referred properties is being conducted through private treaty, wherein, on receipt of two or more offers, upon the behest and willingness of the intending buyers, inter-se bidding shall be conducted. The intending bidders/buyers are advised to visit the Branch and the properties put up on sale, and obtain necessary information regarding charges, encumbrances. The prospective purchaser shall make his own enquiry and ascertain the additional charges, encumbrances and any third party interests and satisfy himself/herself/itself in all aspects thereto. All statutory dues like property taxes, electricity dues and any other dues, if any, attached to the mortgaged property should be ascertained and paid by the successful bidder(s)/prospective purchaser(s). The bidder(s)/prospective purchaser(s) are requested, in their own interest, to satisfy himself/herself/itself with regard to the above and the other relevant details pertaining to the above mentioned property/Properties, before submitting the bids.

The intending purchaser/bidder is required to submit amount of the Earnest Money Deposit (EMD) **by way of Demand Draft/ pay order drawn on any nationalized or scheduled Bank in favor of "Kotak Mahindra Bank Limited" PAYABLE AT NOIDA or NEFT/RTGS in the account of "Kotak Mahindra Bank Limited" Account No. 06410157020021; IFSC Code- KKBK0000958, Branch Kalina, Branch code 0641** on or before the prescribed date as per published sale notice and register their name at <https://bankauctions.in/> and create user ID and password free of cost for the website and get training and in event of inter-se bidding, the same shall be conducted by the service provider- **M/s. 4Closure**, Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad – 500038, **Bidder Support:** Contact No. 040-23736405, Mobile No. 8142000062, Mr. U.Subbarao, Contact No. 8142000061, Email Id:- subbarao@bankauctions.in and Mr. Manoj, Contact No. 8142000066 and Email Id:- info@bankauctions.in. After their Registration for the inter-se bidding, the intending purchaser/bidder is required to upload the copies of the following documents:

1. **Copy of the NEFT/RTGS challan/DD copy/ Pay order.**
2. **Copy of PAN card, and**
3. **Copy of proof of address (Passport, Driving License, Voter's I-Card or Aadhar Card, Ration Card, Electricity Bill, Telephone Bill, Registered Leave License Agreement, updated passbook issued by a Nationalised Bank)} on the website before or by the last date of submission of the EMD(s) as mentioned in the published sale notice.**

Application for participation in inter-se bidding (Private Treaty sale) & Bid Documents

To,
The Authorized Officer
Kotak Mahindra Bank Limited

Passport Size
**Photograph of
Applicant**

Please fill the address of the branch: Kotak Mahindra Bank Limited

.....City.....State.....Pincode.....
.....

Subject: Bid for purchase of Secured Asset

Dear Sir,

1. I/We _____ express my/our willingness to participate in the Public sale through private treaty notified vide your sale notice dated **29.07.2022** for the mortgaged property described herein below.
2. I/we submit the below mentioned instrument towards Earnest Money Deposit.
3. I/We agree to abide by all the instructions contained in the above published Public sale notice and/or the present Application Form and such other terms and conditions as may be prescribed by Kotak Mahindra Bank from time-to-time.
4. I/ We am/ are providing the following details about myself/ ourselves.
5. I/We confirm that the above particulars are correct and the photocopies of documents furnished by me/us are true copy of their respective originals. If any information furnished by me/us is found to be incorrect at any stage, KMBL shall have the right to cancel/ reject my bid and forfeit the money paid by me.

EMD Details:

Date & Time of sale through private treaty	
Name of Borrower mentioned in sale Notice	
Reserve Price for the mortgaged property	
Earnest Money Deposit	
Sr. No. of D.D / Pay order/ UTR No. & Date,	
Amount of Demand Draft (DD)/ Pay Order (PO) / RTGS	
Name, Branch address, IFSC Code of the bank issuing DD/ Pay Order / RTGS / NEFT	

Applicant's Detail:

Name of the Applicant(s)

Contact / Mobile Number of Applicant	
Date of Birth of Applicant	
PAN Number (Form 60 Required if PAN Number is not available)	
ID Proof	
PAN Number / Passport Number / Adhaar Card Number / Voting ID Number / Driving License Number (Any 1 Required)	
E-mail ID of Applicant	
Address of the Applicant	
Profession Of Applicant	
Proof of Address (Updated passbook issued by a Nationalized Bank / Mobile Bill / Electricity Bill / Ration Card / Live License Agreement (Any of 1 Required)	
Name of the contact person authorised by Applicant, if Any	
For Contact Person PAN Number / Passport Number / Adhaar Card Number / Voting ID Number / Driving License Number (Any of 1 Required)	
Tel. No. of the contact person	
E-mail ID of Contact Person	

Yours faithfully,

Name and Signature of Applicant

Date:

Place:

General Terms & Conditions of Sale through Inter-se Bidding (Private treaty):

1. The inter se bidding for sale through private treaty will be conducted online through website <https://bankauctions.in/> on the date and time as mentioned in the table above which is decided by the Authorised Officer with Unlimited Extension of 5 Minutes.
2. The interested bidders shall be assisted by the service provider for registering themselves with the portal and will be provided with login ID and Password for e-bidding, from **M/s. 4Closure**, Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad – 500038, **Bidder Support:** Contact No. 040-23736405, Mobile No. 8142000062, Mr. U.Subbarao, Contact No. 8142000061, Email Id:- subbarao@bankauctions.in and Mr. Manoj, Contact No. 8142000066 and Email Id:- info@bankauctions.in
3. Bidders are advised to go through the website <https://bankauctions.in/> for detailed terms and conditions of sale before submitting their bids and taking part in the inter-se bidding (private treaty) proceedings.
4. Prospective bidder(s) may avail online training on inter se bidding from **M/s. 4Closure**, Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad – 500038, **Bidder Support:** Contact No. 040-23736405, Mobile No. 8142000062, Mr. U.Subbarao, Contact No. 8142000061, Email Id:- subbarao@bankauctions.in and Mr. Manoj, Contact No. 8142000066 and Email Id:- info@bankauctions.in
5. Last date for submission of EMD with KYC documents is provided in the table only in the prescribed format with relevant details.
6. The intending purchaser/bidder is required to submit amount of the Earnest Money Deposit (EMD) by way of Demand Draft/ pay order drawn on any nationalized or scheduled Bank in favor of “Kotak Mahindra Bank Limited” payable at **NOIDA** or NEFT/RTGS in the account of “Kotak Mahindra Bank Limited” Account No 06410157020021; IFSC Code- KKBK0000958, Branch-Kalina, Branch code- 0641 and register their name at <https://bankauctions.in/> and create user ID and password free of cost for the website and get training on inter-se bidding from our service provider- **M/s. 4Closure**. After their Registration on the web-site, the intending purchaser/bidder is required to get the copies of the following documents uploaded {1. Copy of the NEFT/RTGS challan/DD copy/ Pay order; 2.Copy of PAN card and 3.Copy of proof of address (Passport, Driving License, Voter's I-Card or Aadhar Card, Ration Card, Electricity Bill, Telephone Bill, Registered Leave License Agreement, updated passbook issued by a Nationalised Bank)} on the website before or by the last date of submission of the EMD(s) as mentioned in the table above.2
8. A copy of the Bid form along with the enclosure submitted online (also mentioning UTR Number) shall be handed over to the concerned officer in sealed envelope at Kotak Mahindra Bank Ltd in the branch mentioned in the published sale notice on or before **22.08.2022** up-to 5.00 P.M. (IST).
9. In case AO receives more than one offer and he may choose to go for inter-se bidding online to ascertain highest bidder out of the intending purchaser/bidder who have expressed their willingness to buy the said secured asset. The bid price to be submitted shall be above the Reserve Price and Bidders shall improve their further offers in multiple of Rs. 10,000/- (Rupees Ten Thousand Only). Please note that the first bid price should be higher than the reserve Price by one or more multiples of Rs. 10,000/- (Rupees Ten Thousand Only). Acceptance of any improved offer not in multiple of Rs. 10,000/- (Rupees Ten Thousand Only) shall be on sole discretion of the Authorised Officer of the Bank.

10. The successful bidder shall have to pay 25% of the sale price (including earnest money already paid), immediately on closure of the inter-se bidding proceedings, i.e., on the same day or not later than next working day, in the same mode as stipulated in Clause 7 above, or as per the terms of private treaty sale agreed upon by both the parties in accordance with the provisions of the SARFAESI Act. The balance 75% of the sale price shall have to be paid within 15 days of acceptance/confirmation of sale conveyed to them, or as per the terms of private treaty sale agreed upon by both the parties in accordance with the provisions of the SARFAESI Act, failing which the bank shall forfeit the amount already paid/deposited by the purchaser. The property shall be re-sold and defaulting purchaser shall not have any claim whatsoever in this regard.
11. The EMD of unsuccessful bidder will be returned on the closure of the inter-se proceedings. No interest is payable on the EMD of the intending bidders and the bidder shall not raise any claim whatsoever in this regard.
12. The sale is subject to confirmation by AO of the Bank, if the borrower/guarantor pays the outstanding amount to the bank in full before sale, no sale by way of private treaty and/or inter se bidding will be conducted.
13. The property is sold on "**As is Where is Basis**", "**As Is What Is Basis**", and "**Whatever There is Basis**" condition and the intending bidder should make discreet enquiries as regards encumbrance, charge and statutory outstanding on the mortgaged property of/by any authority besides other banks"/ lenders" to charges and should satisfy themselves about the title, extent, quality and quantity of the mortgaged property before submitting their bid. No claim of whatsoever nature regarding the property put for sale, charges, encumbrances over the mortgaged property or any other matter etc. will be entertained after submission of the online bid and at any stage thereafter and the successful bidder(s) shall have no claim regarding refund of amount deposited by him/her/it after being declared as successful bidder.
14. The Authorised officer shall have the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without any prior notice and/or assigning any reasons.
15. The purchaser shall bear the stamp duty charges including those of sale certificate registration charges, all statutory dues payable to Government, taxes and rates and outgoing both existing and future relating to the property. As per Income Tax Rules TDS @ 1% of the complete sale price is payable by the successful auction purchaser if the purchase price is more than Rs. 50,00,000/- (Rupees Fifty Lakhs Only).
16. Sale certificate will be issued only in the name of successful bidder and no request for change of name shall be entertained.
17. The intending purchaser can inspect the mortgaged property upon prior appointment with the official of the Bank. For inspection, concerned officer of Kotak Mahindra Bank Ltd as notified in the published auction notice will have to be contacted.
18. The sale is subject to conditions prescribed in the SARFAESI Act/Rules 2002 and the conditions mentioned above.
19. For further details, interested bidder(s) may contact the concerned officer of Kotak Mahindra Bank Ltd. as notified in the published sale notice.

20. Published sale notice is also a "15 (Fifteen) days" notice to the Borrower & Co- Borrower Mortgagor / Guarantors of the above said loan account pursuant to rule 8(6) of Security Interest (Enforcement) Rules 2002, about holding of sale on the above mentioned date / place of the mortgaged property if the outstanding dues are not paid in full.
21. Offers that are not duly filled up or offers not accompanied by the EMD or Offers received after the date and time prescribed hereinabove or as mentioned in the sale notice shall not be considered / treated as valid offers, and accordingly shall be summarily rejected and the applicant shall have no claim against the Bank in this regard.
22. Along with offer document, the intending bidder shall also attach a copy of the PAN card issued by the Income Tax department or duly filled form No. 60 in case of non-PAN card holders and his/ her identity proof and the proof of residence such as copy of the Passport, Aadhaar card, Voter ID card issued by Election Commission, Property tax deposition receipt issued by authority, Ration Card, Driving license etc. as KYC document and the originals of the same shall be produced for verification.
23. The mortgaged property shall not be sold below the reserve price under any circumstances.
24. Property shall be sold to the highest bidder, subject to acceptance and confirmation by the Authorised Officer of the Bank. However, The Authorized officer is not bound to accept the highest bid and reserves its right to reject the highest bid without assigning any reasons. Such a decision of the Authorised Officer shall be final and binding on the applicant/bidder, no claim of whatsoever nature can be made against KMBL or the Authorised Officer with respect to such a decision.
25. All dues and outgoings, i.e. Municipal Taxes, Maintenance / Society Charges, Electricity dues, water dues, property taxes and Sales & Service Taxes or any other dues including all overdue or Statutory dues in respect of the said property(ies) including any transfer charges shall be paid by the successful bidder.
26. The successful bidder shall have to pay 25% of the sale price (inclusive of EMD) immediately from the acceptance of the offer by the Authorized Officer or not later than next working day in respect of the sale, or as per the terms agreed upon by the parties, failing which, the earnest money deposit shall be forfeited.
27. The balance 75% of the Sale price shall have to be paid within 15 days of acceptance of offer letter by the successful bidder to the Authorized Officer or within the time period decided upon by the parties as per the terms of private treaty sale agreed upon by the parties, not exceeding three months as agreed upon in writing between the purchaser and the secured creditor, subject to payment of interest at the rate determined by KMBL for the period of delay. In the event of the default in payment of the balance 75% of the sale price or any part thereof, within the prescribed period or the extended period, as the case may be, the amount deposited shall be forfeited and KMBL will be at liberty to sell the property once again and the defaulting bidder shall forfeit all his/her claims to the property and rights for further participation in the sale proceedings related to the said property or to any part of the sum already paid to the bank / forfeited by the bank.
28. The property put up on sale through private treaty and described herein above shall remain and be at the sole risk of the successful bidder in all respects including loss or damage by fire or theft or other accidents, and other risk from the date of the acceptance of the offer letter by the successful buyer. The successful bidder shall not be entitled to annul the sale on any ground of whatsoever nature.

29. No persons other than the bidders themselves, or their duly Authorized representative as mentioned in the application, shall be allowed to participate in the inter-se bidding proceedings.
30. Upon completion of the payment process, the Authorised officer of KMBL will issue a Sale Certificate in favour of the successful bidder(s).
31. Nomination facility shall not be available for the purpose of the Sale Certificate.
32. The Authorized officer reserves his right to vary any of the terms and condition of this notice for sale, without prior notice, at his discretion.
33. The intending bidder(s) out of his/her/their own free WILL, volition and discretion is/are participating in the inter-se bidding proceeding without any undue influence from any of the officials of the Bank and is/are fully aware about the consequences of such participation. The intending bidder shall have no recourse against the Bank in this regard and shall not be entitled for any refund of the deposited amount or regarding interest on the said amount.
34. Bidding in the last minutes and seconds should be avoided by the bidders in their own Interest. Neither the Bank nor the Service provider will be responsible for any lapses/ failure (internet failure, power failure etc.) and no request in this regard shall be entertained.
35. EMD amount shall be adjusted in case of the highest/successful bidder.
36. The sale certificate shall be issued in the same name in which the tender is submitted.
37. Words and expression used herein above shall have the same meaning respectively assigned to them in SARFAESI Act-2002, and rules framed there under.
38. Disputes, if any, shall be subject to the jurisdiction of local court within which auction has taken place.

Name Of Bidder:

Signature of Bidder:

Date:

Time:

Place:

