

**BID DOCUMENTS  
CUM  
TERMS AND CONDITIONS**

**For**

**E - Auction of Secured Asset/s in**

**M/s Abhay Trading Pvt Ltd  
&  
M/s Pine Trading Pvt Ltd**

**To be held on 04-07-2023 at 01.00 pm**

**Under**

**The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest  
Act, 2002**

**And**

**The Security Interest (Enforcement) Rules, 2002  
(As amended up to date)**

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**FOREWORD**

For the E - Auction, scheduled on **04-07-2023**, of the below mentioned Secured Asset/s, mortgaged by the mortgagors in the account of M/s Abhay Trading Pvt Ltd & M/s Pine Trading Pvt Ltd in favour of Kotak Mahindra Bank Ltd (Secured Creditor).

Details of Immovable Property/ies out up for E - Auction:

Sr No	Name of the Borrower &/or Mortgagor/s	Details Of Immovable Property put for E - Auction
Lot I	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. <b>5C</b> admeasuring about 143 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.
Lot II	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. <b>5D</b> admeasuring about 144 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003 together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.
Lot III	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. <b>5E</b> admeasuring about 142 sq fts carpet area & Office Premises No. <b>5F</b> admeasuring about 220 sq fts carpet area, total carpet area admeasuring to 362 sq fts put together on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad

		Street, Masjid, Mumbai 400003, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.
Lot IV	M/s Abhay Trading Pvt. Ltd (Borrower), Mr Vipul Maheshwari (Mortgagor)	All that piece and parcel of property being Premises No. "N" bearing Room No. <b>19D</b> admeasuring about 242 sq fts carpet area on 3rd floor in the building known as "Laud Mansion" at 21, Maharshi Karve Marg, Mumbai 400004 constructed on land bearing Cadastral Survey No. 40, Girgaum Division, Mumbai, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.
	M/s Pine Trading Pvt. Ltd (Borrower), Mr Vipul Maheshwari (Mortgagor)	

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

Issued by  
The Authorised Officer,  
Kotak Mahindra Bank Limited  
Kotak Infiniti, 5th Floor, Zone 4,  
Building No 21, Infinity IT Park,  
Off Western Express Highway,  
General A K Vaidya Marg,  
Malad (East), Mumbai 400097.

## DEFINITIONS

In this Bid Document, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

**Authorized Officer** means the person authorized by Kotak Bank as per the provisions of the Security Interest (Enforcement) Rules, 2002.

**Bidder(s)** means any individual, partnership firm, limited liability partnership, government departments, institutions, banks, corporates in the public and/or private sectors etc., subject to applicable laws and regulations, who intend to submit a bid or has submitted its/his/her bid.

**Bids** mean the bid prepared and submitted in accordance with the contents of this Bid Document and in the form prescribed herein.

**Bid Document** means this Bid cum Auction Document for Sale of Immovable Property, as may be amended and modified together with all addendums and amendments which may be made from time to time.

**Immovable Property(s)** means the property(s) to be sold through this Bid Document, which has / have been mortgaged / charged by M/s Abhay Trading Private Limited and Mr. Vipul Maheshwari, respectively as Mortgagor to Kotak Bank.

**Memorandum** means the document (in the format provided at the end of this Bid Document) to be signed by the Successful Bidder (s) / Auction Purchaser(s) and the Authorised Officer of Kotak Bank.

**Offer Letter** means the offer letter (in the format provided at the end of this Bid Document) to be submitted by the Bidder to the Authorised Officer of Kotak Bank.

**Successful Bidder (s)** means the Bidder (s) who is/are declared as the Successful Bidder (s) / Purchaser (s) by the Authorised Officer.

SNAPSHOT OF E - AUCTION

Sr No	Name of the Borrower &/or Mortgagor/s	Details Of Immovable Property put for E - Auction	Reserve Price (INR)	Earnest Money Deposit (EMD) (INR)
Lot I	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. <u>5C</u> admeasuring about 143 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.	INR 43,00,000.00 (Rupees Forty Three Lakhs Only)	INR 4,30,000.00 (Rupees Four Lakh Thirty Thousand Only)
Lot II	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. <u>5D</u> admeasuring about 144 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003 together with all existing buildings and structures thereon and buildings and structures as	INR 43,25,000.00 (Rupees Forty Three Lakhs Twenty Five Thousand Only)	INR 4,32,500.00 (Rupees Four Lakh Thirty Two Thousand Five Hundred Only)

		may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.		
Lot III	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. <u>5E</u> admeasuring about 142 sq fts carpet area & Office Premises No. <u>5F</u> admeasuring about 220 sq fts carpet area, total carpet area admeasuring to 362 sq fts put together on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.	INR 1,08,50,000.00 (Rupees One Crore Eight Lakh Fifty Thousand Only)	INR 10,85,000.00 (Rupees Ten Lakh Eighty Five Thousand Only)
Lot IV	M/s Abhay Trading Pvt. Ltd (Borrower), Mr Vipul	All that piece and parcel of property being Premises No. "N" bearing Room No. <u>19D</u> admeasuring about 242	INR 87,00,000.00 (Rupees Eighty Seven Lakh Only)	INR 8,70,000.00 (Rupees Eight Lakh Seventy Thousand Only)

	Maheshwari (Mortgagor)	sq fts carpet area on 3rd floor in the building known as "Laud Mansion" at 21, Maharshi Karve Marg, Mumbai 400004 constructed on land bearing Cadastral Survey No. 40, Girgaum Division, Mumbai, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.		
	M/s Pine Trading Pvt. Ltd (Borrower), Mr Vipul Maheshwari (Mortgagor)			

Date : 23-05-2023

### **1. INTRODUCTION**

Bids are invited by the Authorised Officer, Kotak Mahindra Bank Ltd. ("Kotak Bank") for the E - Auction Sale of immovable secured assets/properties, the details of which are as mentioned below:-

<b>Sr No</b>	<b>Name of the Borrower &amp;/or Mortgagor/s</b>	<b>Details Of Immovable Property put for E - Auction</b>
Lot I	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. 5C admeasuring about 143 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.



Lot II	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. 5D admeasuring about 144 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003 together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.
Lot III	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. 5E admeasuring about 142 sq fts carpet area & Office Premises No. 5F admeasuring about 220 sq fts carpet area, total carpet area admeasuring to 362 sq fts put together on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.
Lot IV	M/s Abhay Trading Pvt. Ltd (Borrower), Mr Vipul Maheshwari (Mortgagor)	All that piece and parcel of property being Premises No. "N" bearing Room No. 19D admeasuring about 242 sq fts carpet area on 3rd floor in the building known as "Laud Mansion" at 21, Maharshi Karve Marg, Mumbai 400004 constructed on land bearing Cadastral Survey No. 40, Girgaum Division, Mumbai, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.
	M/s Pine Trading Pvt. Ltd (Borrower), Mr Vipul Maheshwari (Mortgagor)	

(hereinafter referred to as the “said Property/ies / properties”) on “AS IS WHERE IS BASIS”, “AS IS WHAT IS BASIS”, “WHATEVER THERE IS BASIS” and “NO RECOURSE BASIS”.

## **2. TERMS AND CONDITIONS OF THE E - AUCTION CUM SALE**

- a) As per E - Auction cum Sale Notice dated 23-05-2023 published in Free Press Journal and Navshakti, Mumbai Editions on 23-05-2023 as well as uploaded on the bank’s website <https://www.kotak.com/en/bank-auctions.html>
- b) This Bid Document is to provide Bidder(s) with basic and preliminary information regarding the Immovable Property (s) to assist the Bidder(s) in formulation of their Bids and is issued upon the express understanding that the recipients will use it only for the purposes set out herein. This Bid Document has been prepared on the basis of information available with Kotak Bank and Kotak Bank has taken reasonable care to ensure the accuracy of the information contained herein. However, this Bid Document does not purport to contain all the information and data that each Bidder and/or its advisors may desire or require in reaching decisions concerning their Bids. Each Bidder should conduct its/his/her own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid Document. Bidders should form their own views as to whether information provided herein or separately is sufficient or relevant to make any own decision with regard to their bid. Further, it should not be assumed that there shall be no change or deviation in the information provided. Kotak Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged transaction process mentioned in this Bid Document. The information contained in this Bid Document or any other information, which may be provided to the Bidders, is subject to change without notice.
- c) While this Bid Document has been prepared in good faith, Kotak Bank does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document and/or the Immovable Property, even if any loss or damage is caused by any act or omission on the part of Kotak Bank or its Authorised Officer, whether negligent or otherwise.
- d) For any reason even after the sale is confirmed in favour of the Successful Bidder (s) /Purchaser S), and before the issuance of Certificate of Sale, the sale is set aside by an order of any Court or Tribunal, then the entire purchase money paid by the Successful Bidder/Purchaser will be refunded without interest and the Successful Bidder/Purchaser shall not have any right to object/challenge the act of the Authorized Officer of not confirming the sale in favour of the Successful Bidder before any authority or forum.

## **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, LLPs registered in India;

- b) be legally competent to enter into contract as per prevailing laws;
- c) 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 Mahindra Bank Ltd. If there are any changes in the consortium structure, Authorised Officer reserves the right to cancel the sale.

#### **4. EARNEST MONEY DEPOSIT (EMD):**

- 4.1 The bid should be accompanied with the EMD as mentioned hereinbefore and deposited by way of NEFT/ RTGS/ Fund Transfer in favour of “Kotak Mahindra Bank Limited”, Account No. 06410125272001 maintained with Kotak Mahindra Bank Limited, Nariman Point Branch, Mumbai, IFSC Code KKBK0000958, on or before 03-07-2023 up to 04.00 p.m. No interest will be paid on the Earnest Money Deposit.
- 4.2 The EMD received by Kotak Mahindra Bank Ltd. from unsuccessful bidders will be returned to them without any interest within ten (10) days by NEFT / RTGS / Funds Transfer.
- 4.3 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.
- 4.4 In case the bid is accepted and purchaser refuses/ fails to make further payment toward balance purchase consideration for any reason, 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.

#### **5. PROCESS OF E-AUCTION & MODE OF SUBMISSION OF BID**

- 5.1 All bids must be submitted in the prescribed form along with all required documents and KYC 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://www.bankeauctions.com/> 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.
- 5.2 Duly filled and signed copy of this Terms and Conditions along with all documents, KYC and details regarding remittances of EMD shall be entered in the bid form as below, shall be scanned and uploaded at <https://www.bankeauctions.com/> and copy forwarded to the Authorised Officer by email as mentioned in the E - Auction cum Sale Notice :
  - 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;
  - c) Proof of identification / Photo Id Viz., Aadhaar Card/ 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;
  - g) Email ID of the bidder/s.
- 5.3 No telex/telegraphic / faxed/e-mail bids/offers will be accepted.
- 5.4 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.
- 5.5 The service provider will declare the opening bid amount, 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 minimum of INR 1,00,000.00 (Rupees One Lakh Only) or in multiples thereof. 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.
- 5.6 The 'Bid - Increase/Increment Amount' has been fixed in respect of the said Property/ies ie. INR 1,00,000.00 (Rupees One Lakh Only). The bidders will have to increase the bid amount in multiple of "Bid- increase Amount" only.
- 5.7 The Online E - Auction shall be open for 1 hour between 01.00 pm to 02.00 p.m. 04-07-2023. If a bidder places a bid in the last 5 minutes of closing of the E - Auction proceedings and if that bid gets accepted, then the E - 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.,
- 5.8 The last valid bid at the time of closing of the online auction shall be considered to be the successful bid. The Successful Bidder/s 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.
- 5.9 The bid once submitted, cannot be cancelled / withdrawn and the successful bidder shall be bound to buy the said Property/ies 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 and Terms and Conditions will resort in forfeiture of the amount paid by the defaulting bidder.

## **6. PAYMENT SCHEDULE:**

- 6.1 All remittance shall be made by NEFT/RTGS/Funds Transfer in favour of "Kotak Mahindra Bank Limited", **06410125272001, Kotak Mahindra Bank Ltd., Nariman Point Branch, Mumbai, IFSC Code: KKBK0000958.**

- 6.2 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.
- 6.3 The successful bidder shall deposit 25% of the purchase price (less the amount of EMD already paid) 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.
- 6.4 The Balance amount i.e., 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 AO in writing, the amounts paid by the intending Purchaser shall be forfeited by the AO. 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.
- 6.5 The Purchaser has the option to give the full contracted amount (sale consideration) in advance and before the prescribed time period.
- 6.6 All taxes/ duty/ fees/ charges etc. as applicable and related to purchase of the said property shall be borne by the Purchaser.
- 6.7 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.

## **7. SALES TAX, DUTIES, CESS AND OTHER LEVIES**

- 7.1 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/ies 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 AO to the Purchaser after the conclusion of E-Auction. The decision of the AO in this respect shall be final and binding.
- 7.2 As per Section 194-IA of the Income Tax Act, 1961, TDS @1% shall be applicable on the sale proceeds, if the sale consideration is Rs. 50,00,000.00 (Rupees Fifty Lakhs only) and above, the Successful bidder/purchaser shall deduct and deposit 1% TDS, **for the Property Lot No I, II, III** in the name of M/s Abhay Trading Pvt Ltd (having PAN AABCA8795N) & **for the Property Lot No IV** in the name Mr. Vipul Maheshwari (having PAN AAFPM0790G), to be borne by him from the sale price of the respective properties and deposit the same with Income Tax Department, Furthermore only 99% of the Sale price is to be remitted to the Bank. The Sale Certificate will be issued by the Bank, in favour of the Successful bidder/purchaser, only upon the receipt of Form 16B, Form 26QB and the Challan evidencing the deposit of such TDS.

**8. DELIVERY PERIOD / POSSESSION:**

- 8.1 After receipt of full and final payment in lieu of the total sale consideration of the said Property/ies, Kotak Mahindra Bank Ltd. will issue a "Certificate of Sale" with respect to Property/ies 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 by Kotak Mahindra Bank Ltd. Property/ies.
- 8.2 All other incidental charges (including but not limited to security charges or maintenance charges for preservation of the property under the present auction) will be borne solely by the highest bidder from the date of issuance of Certificate of Sale, which will have to be cleared / reimbursed to the Bank before registration of the Certificate of Sale. However at the sole discretion of the Authorised Officer, any just and reasonable delay will be considered for exemption, without setting any precedent for future.

**9. FORCE MAJEURE:**

The Authorised Officer and / or Kotak Mahindra Bank Ltd. 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, Governments 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 Mahindra Bank Ltd. to extend the time of performance on the part of the Authorised Officer and / or Kotak Mahindra Bank Ltd. by such period as may be necessary to enable the Authorised Officer and / or Kotak Mahindra Bank Ltd. to effect performance after the cause of delays will have ceased to exist.

**10. GOVERNING LAW / JURISDICTION:**

This transaction shall be governed by the laws of India and all disputes arising out of or relating to this Bid Document shall be subject to the exclusive jurisdiction of the Courts/Tribunal at Mumbai

**11. GENERAL INFORMATION:**

- 11.1 It should be noted by the intending bidder(s) that by entering into this contract the Authorised Officer and / or Kotak Mahindra Bank Ltd. is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.
- 11.2 The Authorised Officer and / or Kotak Mahindra Bank Ltd. 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.

- 11.3 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 Mahindra Bank Ltd. may elect to withdraw the invitation to bid. Should all invitation to bid be withdrawn or cancelled by the Authorised Officer and / or Kotak Mahindra Bank Ltd. for which the Authorised Officer and / or Kotak Mahindra Bank Ltd. shall have the right to do so at any time, the Earnest Money paid by the bidders with the bid will be refunded to them in due course, without interest.
- 11.4 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.
- 11.5 Unless otherwise specified all rates and prices in the bid form should be quoted both in figures and in words.
- 11.6 The bidders shall note that the above Terms and Conditions of bid may be altered by the Authorised Officer, if necessary.
- 11.7 Kotak Mahindra Bank Ltd. / the Authorised Officer reserve the right to reject any or all the bids without assigning any reason thereof.
- 11.8 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.
- 11.9 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.
- 11.10 The decision of the Authorized Officer of Kotak Mahindra Bank Ltd. in the matter, arising out of this sale, shall be final in regard to all matters relating to the contract.
- 11.11 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 & II.
  - (C) That every page of bid document is duly signed by the bidder before submitting the bid.
  - (D) That all alterations, erasers and or over-writing if any, in the schedule or Rates are duly authenticated by the bidders signature.
- 11.12 Bidder should state whether he/she is a relative of any Director(s) of Kotak Mahindra Bank Ltd. and / or any of the Secured Creditors or Bidder is a firm in which Director(s) or his relative of Kotak Mahindra Bank Ltd. and / or Secured Creditors is a partner or Bidder is a

Company in which Director of Kotak Mahindra Bank Ltd. and / or Secured Creditors or his relatives are member(s) or Director(s).

11.13 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.

**12. OUTSTANDING DUES OF SECURED CREDITOR:**

<b>SECURED CREDITOR</b>	KOTAK MAHINDRA BANK LIMITED
<b>BORROWER &amp; MORTGAGOR</b>	M/s Abhay Trading Pvt Ltd
<b>MORTGAGOR &amp; GUARANTOR</b>	Mr. Vipul Maheshwari
<b>OUTSTANDING DUES</b>	Rs. 16,42,99,392.18 (Rupees Sixteen Crores Forty Two Lakhs Ninety Nine Thousand Three Hundred Ninety Two and paise Eighteen Only) as on 31-08-2021 together with further interest and other charges thereon at the contractual rates upon the footing of compound interest until payment/realization

<b>SECURED CREDITOR</b>	KOTAK MAHINDRA BANK LIMITED
<b>BORROWER &amp; MORTGAGOR</b>	M/s Pine Trading Pvt Ltd
<b>MORTGAGOR &amp; GUARANTOR</b>	Mr. Vipul Maheshwari
<b>OUTSTANDING DUES</b>	Rs. 8,31,72,665.62 (Rupees Eight Crores Thirty One Lakhs Seventy Two Thousand Six Hundred Sixty Five and paise Sixty Two Only) as on 31-08-2021 together with further interest and other charges thereon at the contractual rates upon the footing of compound interest until payment/realization

**13. DETAILS OF THE ENCUMBRANCES KNOWN TO THE SECURED CREDITOR:**

NIL

**14. THE BID, LETTER OF APPLICATION AND INTENT ARE ENCLOSED AT ANNEXURE I & II.**

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**ANNEXURE - I**

*(To be typed on the Letter head of the applicant including full Postal Address, Telephone No., Fax No./ Telex mail / Cable Address)*

**BID FORM**

To,  
 The Authorised Officer  
 Kotak Mahindra Bank Limited  
 Kotak Infiniti, 5th Floor, Zone 3,  
 Building No 21, Infinity IT Park,  
 Off Western Express Highway,  
 General A K Vaidya Marg,  
 Malad (East), Mumbai 400097.

**Subject:- For the sale of Immovable Property/ies being:**

<b>Sr No</b>	<b>Name of the Borrower &amp;/or Mortgagor/s</b>	<b>Details Of Immovable Property put for E - Auction</b>	<b>Reserve Price (INR)</b>	<b>Earnest Money Deposit (EMD) (INR)</b>
Lot I	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. <u>5C</u> admeasuring about 143 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.	INR 43,00,000.00 (Rupees Forty Three Lakhs Only)	INR 4,30,000.00 (Rupees Four Lakh Thirty Thousand Only)

Lot II	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. <u>5D</u> admeasuring about 144 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003 together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.	INR 43,25,000.00 (Rupees Forty Three Lakhs Twenty Five Thousand Only)	INR 4,32,500.00 (Rupees Four Lakh Thirty Two Thousand Five Hundred Only)
Lot III	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. <u>5E</u> admeasuring about 142 sq fts carpet area & Office Premises No. <u>5F</u> admeasuring about 220 sq fts carpet area, total carpet area admeasuring to 362 sq fts put together on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003, together with all existing buildings and structures thereon and buildings and structures as	INR 1,08,50,000.00 (Rupees One Crore Eight Lakh Fifty Thousand Only)	INR 10,85,000.00 (Rupees Ten Lakh Eighty Five Thousand Only)

		may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.		
Lot IV	M/s Abhay Trading Pvt. Ltd (Borrower), Mr Vipul Maheshwari (Mortgagor)	All that piece and parcel of property being Premises No. "N" bearing Room No. <b>19D</b> admeasuring about 242 sq fts carpet area on 3rd floor in the building known as "Laud Mansion" at 21, Maharshi Karve Marg, Mumbai 400004 constructed on land bearing Cadastral Survey No. 40, Girgaum Division, Mumbai, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.	INR 87,00,000.00 (Rupees Eighty Seven Lakh Only)	INR 8,70,000.00 (Rupees Eight Lakh Seventy Thousand Only)
	M/s Pine Trading Pvt. Ltd (Borrower), Mr Vipul Maheshwari (Mortgagor)			

<b>1</b>	<b>Particulars of the Bidder/s</b>	
1.1	Full name of the bidder/s (in block letters)	
1.2	Bidders Registered Office/ place of business/ residence	

	Address Telephone No. Mobile No. Whatsapp No. Email Address	
1.3	Whether the bidder 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)	Yes/ No
2	<b>Constitution of Bidder (Tick whichever is applicable)</b>	Public Limited Company Private Limited Company Partnership Individual Sole Proprietary Others (specify) (Furnish documents in support)
3	<b>Particulars of Bid</b>	
3.1	Sr No of property for which bid is being submitted	Lot _____
3.2	The price offered for the said Property/ies	Rs. _____ (Rupees _____ _____)
3.3	Bank name from which EMD is remitted	_____
3.4	UTR No.	_____
3.5	Date of EMD remittance	_____
3.6	Disclosure	The price offered for purchase of the said Property/ies is exclusive of any liabilities as mentioned in the bid document, and all liabilities in connection with the Property/ies put for sale shall be met by this Applicant in case the bid is successful.
3.7	Document attached to bid	(a) Terms and conditions of the Auction duly signed

		(b) Proof of identification / Photo Id (copy of any one) : (1) Aadhaar Card (2) Driving License (3) Passport Etc (4) Other _____ (Please specify) (5) Certificate of Incorporation (in case of Company / LLP / Partnership Firm)  (c) Current Address proof for communication and contact details;  (d) PAN Card/s of the intending Purchaser/s
4	<b>Details for return of EMD</b>	
4.1	Name of Bidder (as per account)	
4.2	Account no.	
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 to be specified by Kotak Mahindra Bank Ltd. in the Bid Document / Sale Confirmation Letter, 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 Mahindra Bank Ltd..

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

I/We have read and understood terms and conditions of the e-auction and hereby unequivocally and unconditionally accept the same.

I/We have inspected the said Property /ies 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 Mahindra Bank Ltd. 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 Mahindra Bank Ltd. or its Authorised Officer shall not liable for anything pertaining to the same.

I/We are also aware that in an event our bid is unsuccessful, the EMD remitted by me / us will be returned in the account as mentioned above within ten (10) working days and without any interest.

I/We certify that under no circumstances the EMD / Bid amounts deposited will carry any interest and I forego all my rights and claim towards damages against the Authorised Officer / Secured Creditor / Bank.

I/We certify that I/ we am/are not relative of any Director(s) of Kotak Mahindra Bank Ltd. and / or any of the Secured Creditors or Bidder is a firm in which Director(s) or his relative of Kotak Mahindra Bank Ltd. and / or Secured Creditors is a partner or Bidder is a Company in which Director of Kotak Mahindra Bank Ltd. and / or Secured Creditors or his relatives are member(s) or Director(s).

I/We certify that I/ we am/are not 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.

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 Mahindra Bank Ltd. to reject our bid and/or to cancel the award of sale.

Dated :

Applicant's Signature/s	
Full Name/s	
Designation/s	
Name of the Company / Firm / Proprietor	
Address of the Company / Firm / Proprietor	

**ANNEXURE - II**

(To be submitted on Letter Head of the Applicant including full Postal Address, Telephone No., Fax No./ Telex, E-mail / Cable Address)

**LETTER OF APPLICATION & INTENT**

Date: \_\_\_\_\_

To,  
 The Authorised Officer  
 Kotak Mahindra Bank Limited  
 Kotak Infinity, 5th Floor, Zone 3,  
 Building No 21, Infinity IT Park,  
 Off Western Express Highway,  
 General A K Vaidya Marg,  
 Malad (East), Mumbai 400097.

**Subject: - For the sale of immovable Property/ies being**

\*(tick wherever applicable)

Sr No	Name of the Borrower &/or Mortgagor/s	Details Of Immovable Property put for E - Auction	Reserve Price (INR)	Earnest Money Deposit (EMD) (INR)
Lot I	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. 5C admeasuring about 143 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the	INR 43,00,000.00 (Rupees Forty Three Lakhs Only)	INR 4,30,000.00 (Rupees Four Lakh Thirty Thousand Only)

		earth, both present and future.		
Lot II	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. 5D admeasuring about 144 sq fts carpet area on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003 together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.	INR 43,25,000.00 (Rupees Forty Three Lakhs Twenty Five Thousand Only)	INR 4,32,500.00 (Rupees Four Lakh Thirty Two Thousand Five Hundred Only)
Lot III	M/s Abhay Trading Pvt. Ltd (Borrower & Mortgagor)	All that piece and parcel of property being Office Premises No. 5E admeasuring about 142 sq fts carpet area & Office Premises No. 5F admeasuring about 220 sq fts carpet area, total carpet area admeasuring to 362 sq fts put together on 5th floor in building known as "Avsar" at Plot No. 77/81, land bearing Cadastral Survey No. 285, 286 and 287 at Village Mandvi Division, Mumbai City, Kazi Sayad Street, Masjid, Mumbai 400003, together with all existing buildings and	INR 1,08,50,000.00 (Rupees One Crore Eight Lakh Fifty Thousand Only)	INR 10,85,000.00 (Rupees Ten Lakh Eighty Five Thousand Only)



		structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.		
Lot IV	M/s Abhay Trading Pvt. Ltd (Borrower), Mr Vipul Maheshwari (Mortgagor)	All that piece and parcel of property being Premises No. "N" bearing Room No. 19D admeasuring about 242 sq fts carpet area on 3rd floor in the building known as "Laud Mansion" at 21, Maharshi Karve Marg, Mumbai 400004 constructed on land bearing Cadastral Survey No. 40, Girgaum Division, Mumbai, together with all existing buildings and structures thereon and buildings and structures as may be erected / constructed there upon any time from / after the date of respective mortgages and all additions thereto and all fixtures and furniture and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.	INR 87,00,000.00 (Rupees Eighty Seven Lakh Only)	INR 8,70,000.00 (Rupees Eight Lakh Seventy Thousand Only)
	M/s Pine Trading Pvt. Ltd (Borrower), Mr Vipul Maheshwari (Mortgagor)			

Sir / Madam,

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 Mahindra Bank Ltd.

\_\_\_\_\_  
Signature of the Bidder/s

2. Bid is given in Annexure – I along with attachments, duly filled and signed on each page.
3. Kotak Mahindra Bank Ltd. 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 Mahindra Bank Ltd. and the Authorized Officer may contact the following persons for any further information:-

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

Address: \_\_\_\_\_

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

Mobile / WhatsApp No. : \_\_\_\_\_

Email id: \_\_\_\_\_

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/Kotak Mahindra Bank Ltd. reserves the right to reject or accept any bid, cancel the bidding process, and/or reject all Bids.
  - c) The Authorised Officer and / or Kotak Mahindra Bank Ltd. 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 that the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every way.
7. I/We have read the terms and conditions of the offer detailed in Bid document and are willing to abide by them unconditionally.

Name \_\_\_\_\_

Name \_\_\_\_\_

For and on behalf of

\_\_\_\_\_  
(Name of Applicant)

**Enclosures:-**

Bid – Annexure – I.

X-----X