

TENDER FORM

KOTAK MAHINDRA BANK LTD.

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

Branch Office: Branch Office:--Kotak Mahindra Bank Ltd., 4th Floor, Block – A, 22 Camac Street, Kolkata- 700016

Reference: Public Notice for Sale of immovable property advertised in “The Telegraph” (English) and “Ey-Samay” (Bengali) dated 19-12-2023

2. Name of the Offerer / Tenderer:-

3. Full Address of the Offerer / Tenderer:-

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

M/s Shiva Flower Mart (Borrower)

Late Bidyut Bala Bhandari (Guarantor & Mortgagor)

Mr. Sujoy Bhandari (Proprietor)

Earnest Money Deposit (EMD) :-

Rs. _____/-

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

Pay Order/Demand Draft No: _____ / Date _____ / Amount: Rs.

_____-/(Rupees

only) / Drawn on _____ Bank.

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

Property bearing “All that part and parcel of property comprising of land with structure measuring 1 Cottahs 8 Chittacks and 11 Sq.ft more or less located at premises no. 8/A/1D, Bechu Doctor Lane, P.S – Kasba, R.S. No. 5, J.L No. 18, Touzi No. 230/233, Khatian No. 49, Dag No. 833 and 834, Mouza – Dhakuria, Kolkata – 700 031.

Boundaries:

North: By Part of CS Dag No. 833 and 834,

South: By CS Dag No – 833 and 834,

East: By CS Dag No 1132,

West: By Land, House and Common Passage of Pratim Kar Chowdhury

Type Of Possession: - Physical”

(B) Offer Amount : Rs. _____/- (Rupees _____ only)

Declaration

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

Place:

(Signature of the Tenderer /Offerer)

Date:

Full Name of the Tenderer /Offerer

Terms and Conditions of the Tender

1. The Auction is conducted as per the further Terms and Conditions of the Bid document and as per the procedure set out therein. Bidders may go through the website of our E-Auction Service Provider, C1 India Pvt Ltd i.e. <https://www.bankeauctions.com> for bid documents, the details of the secured asset put up for e-Auction and the Bid Form which will be submitted online;
2. All the intending purchasers/bidders are required to register their name in the Web Portal mentioned above as <https://www.bankeauctions.com> website portal and generate their User ID and Password in free of cost of their own to participate in the e-Auction on the date and time aforesaid;
3. For any enquiry, information, support, procedure and online training on e-Auction, the prospective bidders may contact the Vinod Chauhan Department of our e-Auction Service Partner M/s. C1 India Pvt Ltd , through Tel. No.: +91 729198124,25,26 , Mobile No.:9813887931 & E-mail ID: delhi@c1india.com & Support@bankeauctions.com ;
4. To the best of knowledge and information of the Authorised officer, there is no encumbrance in the property/ies. However, the intending bidders may inspect the property and its documents as mentioned above or any other date & time with prior appointment and they should make their own independent inquiries regarding the encumbrance, title of property/ies put on e-Auction and claims/right/dues/affecting the property prior to submitting their bid. The e-Auction advertisement does not constitute any commitment or any representation of KMBL. The property is being sold with all the existing and future encumbrances whether known or unknown to KMBL. The Authorised officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues;
5. For participating in the e-Auction, intending purchasers/bidders will have to submit/upload in the Web Portal (<https://www.bankeauctions.com>) the details of payment of interest-free refundable Earnest Money Deposit (EMD) of the secured asset as mentioned above by way of Demand Draft in favour of 'Kotak Mahindra Bank Limited' payable at Kolkata along with self-attested copies of the PAN Card, Aadhaar Card, Residence Address Proof, Board Resolutions in case of company and Address Proof as specified above.
6. The EMD of all other bidders who did not succeed in the e-Auction will be refunded by KMBL within 72 working hours of the closure of the e-Auction. The EMD will not carry any interest;
7. The balance amount of purchase consideration shall be payable by the Successful Purchaser/ Bidder on or before the fifteenth (15th) day from the date of 'Confirmation of Sale' of the said secured asset by the Authorised Officer/ Secured Creditor or such extended period as may be agreed upon in writing by the Authorised Officer at his/ her discretion. In case of default, all amounts deposited till then shall be liable to be forfeited;

8. For inspection of property or more information, the prospective bidders may contact Mr. Vinod Chauhan (Mobile No. +91 9813887931), the Local Representative of our e-Auction Service Provider, M/s. C1 India Pvt Ltd as well as the Authorised Representative, Mr. Ashok Motwani (Mobile No.: +91 9873737351, E-mail ID: Ashok.motwani@kotak.com);
9. At any stage of the e-Auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or postpone the e-Auction without assigning any reason thereof and without any prior notice. In case any bid is rejected, Authorised Officer can negotiate with any of the rendered or intending bidders or other parties for sale of property by Private Treaty;
10. Sale is subject to the confirmation by the Authorised Officer. The Successful Purchaser/Bidder shall bear any statutory dues, taxes, fees payable, stamp duty, registration fees, etc. that is required to be paid in order to get the property conveyed/delivered in his/her/its favour as per the applicable law;
11. The sale shall be subject to rules/conditions prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as amended from time to time; it shall solely be the responsibility of the Successful Bidder/Purchaser to get the sale registered. All expenses relating to stamp duty, registration charges, transfer charges and any other expenses and charges in respect of the registration of the sale for the above referred property shall be borne by the Successful Bidder/Purchaser. The sale has to be registered at the earliest else the purchaser has to give the request letter to KMBL mentioning the reason of delaying the registration;
12. No person other than the intending bidder/ offerer themselves, or their duly authorised representative shall be allowed to participate in the e-Auction/sale proceedings. Such Authorisation Letter is required to submit along with the Bid Documents;
13. The bid price shall be above the Reserve Price during e-auction and improve their offer in multiple of Rs. 1,00,000/- as incremental amount. The property will not be sold below the Reserve Price set by the Authorised Officer.
14. The successful bidder is required to deposit 25% of the sale price (**inclusive of EMD**) immediately not later than next working day by Demand Draft drawn in favour of Kotak Mahindra Bank Ltd., payable at Kolkata and the balance amount of sale price shall be paid by the successful bidder within 15 days from the date of confirmation of sale by Bank. The EMD as well as Sale Price paid by the interested bidders shall carry no interest. The deposit of EMD or 25%, whatever the case may be shall be forfeited by the Bank, if the successful bidder falls to adhere to the terms of sale or commits any default.
15. On Compliance of terms of sale, Authorised Officer shall issue "Sale Certificate" in favour of highest bidder. All the expenses related to stamp duty, registration Charges, Conveyance, VAT, TDS etc. to be borne by the bidder/purchaser.
16. Bank does not take any responsibility to procure any permission/NOC from any Authority or under any other law in force in respect of property offered or any other dues i.e. outstanding water/electric dues, property tax or other charges if any.

17. The successful bidder shall bear all expenses including pending dues of any Development Authority if any/taxes/utility bills etc. to Municipal Corporation or any other authority/agency and fees payable for stamp duty/registration fee etc. for registration of the 'Sale Certificate'.
18. The Authorised Officer reserves the absolute right and discretion to accept or reject any or all the offers/bids or adjourn/cancel the sale without assigning any reason or modify any terms of sale without any prior notice.
19. To the best of its knowledge and information, the Bank is not aware of any encumbrances on the property to be sold except of Bank. Interested parties should make their own assessment of the property to their satisfaction. Bank does not in any way guarantee or makes any representation with regard to the fitness/title of the aforesaid property. For any other information, the Authorised Officer shall not be held responsible for any charge, lien, encumbrances, property tax or any other dues to the Government or anybody in respect to the aforesaid property.
20. Further interest will be charged as applicable, as per the Loan documents on the amount outstanding in the notice and incidental expenses, costs, etc., is due and payable till its realization.
21. The notice is hereby given to the Borrower (s) / Mortgager(s)/ Guarantor(s), to remain present personally at the time of sale and they can bring the intending buyers/purchasers for purchasing the immovable property as described herein above, as per the particulars of Terms and Conditions of Sale.
22. The immovable property will be sold to the highest bidder. However, the undersigned reserves the absolute discretion to allow inter se bidding, if deemed necessary.
23. Bank is not responsible for any liabilities upon the property which is not in the knowledge of the Bank.
24. That a Securitization Application vide SA 479/2019 under **Securitisaton and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002** is sub judice before the Debt Recovery Tribunal – III at Kolkata, however there is no stay in connection to this proceeding.

KYC DOCUMENTS REQUIRED

TYPE OF ENTITY	REQUIRED DOCUMENT
Individual	PAN Card
	Address Proof (Any one of the following):
	Driving License
	Passport
	Aadhar Card
	Voter Identity Card
	Latest Telephone landline Bill (for address proof only)
	Latest Electricity Bill (for address proof only)
	Official Identity Card (Only for Govt. Employee)
Proprietorship Firm	PAN Card
	Sales Tax / VAT / GST etc. Registration Certificate
	Address Proof (Any one of the following)
	Driving License
	Passport
	Aadhar Card
	Voter ID
	Office ID Card (Only for Govt. Employee)
Partnership Firm	PAN Card of the Firm
	Partnership Deed
	Address Proof of the Firm
	Power of Attorney authorising someone who is going to bid on behalf of the Firm
	Photo ID Proof of the Person who has been authorised to bid on behalf of the Firm
Private and Limited Company	PAN Card of the Company
	Memorandum and Articles of Association
	Address Proof of the Company
	Power of Attorney authorising someone who is going to bid on behalf of the Company
	Photo ID Proof of the Person who has been authorised to bid on behalf of the Company
Trust	Trust Deed

	Registration of the Trust
	Power of Attorney/ Authority Letter signed by other Trustee/s authorising someone who is going to bid on behalf of the Trust
	Photo ID Proof of the Person who has been authorised to bid on behalf of the Trust
Hindu Undivided Family (HUF)	HUF Declaration
	PAN Card in the name of the Karta of the HUF
	Tender Document should be signed / executed by the Karta on behalf of the HUF
	Power of Attorney/ Authority Letter signed by other coparcener including Karta authorising someone who is going to bid on behalf of the HUF, the Karta is not representing the HUF
	A letter from the Scheduled Bank confirming the names of the members and/or coparceners of the HUF
	Photo ID Proof of the Person who has been authorised to bid on behalf of the HUF

(Covering Letter)

To,

The Authorised Officer (Kotak Mahindra Bank Ltd.)

Branch:-_____

Dear Sir,

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

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

Yours faithfully,

(FULL NAME, ADDRESS & SIGNATURE OF THE OFFERER/TENDERER)

Encl:

- 1.) Tender Form
- 2.) Copy of PAN Card duly Self Attested
- 3.) Copy of Adhar Card duly Self Attested