E-auction 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 Possession of the following property pursuant to the 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 intending bidders are advised to visit the Branch and the properties put up on Auction, and obtain necessary information regarding charges, encumbrances. The 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 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" or NEFT/RTGS in the account of "Kotak Mahindra Bank Limited" Account No. RAR49910230 ; IFSC Code- KKBK0000631, Branch Kalina, Branch code 0641** on or before the prescribed date as per published auction notice and register their name at https://bankauctions.in/ and get user ID and password free of cost and get training on e-Auction from the service provider- **M/s. 4Closure,** Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad – 500038, **Bidder Support :** Mr Prakash Reddy - Contact No 8142000064 Email Id:- prakash@bankauctions.in, Ms. Rekha, Contact No 8142000066, Email Id:- info@bankauctions.in, Back end Contact No. 040-23736405, Mobile No. 8142000062. 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 published auction notice.**

This is a Confidential document.

Application for participation in Auction & 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 Auction notified vide your sale notice dated _____ for the 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 Auction 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 Auction	
Name of Borrower mentioned in Auction Notice	
Reserve Price for the 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	

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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

(Name of the person signing)

Date:
Place:

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General Terms & Conditions of E-auction:

1. The auction sale will be "online e-auction" bidding through website https://bankauctions.in/ on the date and time as mentioned in the table above with Unlimited Extension of 5 Minutes.

2. The interested bidders are required to register themselves with the portal and obtain login ID and Password well in advance, which is mandatory for e-bidding, from **M/s. 4Closure,** Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad – 500038, **Bidder Support :** Mr Prakash Reddy - Contact No 8142000064 Email Id:- prakash@bankauctions.in, Ms. Rekha, Contact No 8142000066, Email Id:- info@bankauctions.in, Back end Contact No. 040-23736405, Mobile No. 8142000062.

3. Bidders are advised to go through the website https://bankauctions.in/ for detailed terms and conditions of auction sale before submitting their bids and taking part in e-auction sale proceedings.

4. Prospective bidders may avail online training on e-auction from **M/s. 4Closure,** Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad – 500038, **Bidder Support :** Mr Prakash Reddy - Contact No 8142000064 Email Id:- prakash@bankauctions.in, Ms. Rekha, Contact No 8142000066, Email Id:- info@bankauctions.in, Back end Contact No. 040-23736405, Mobile No. 8142000062.

5. Bids shall be submitted through online mode only in the prescribed format with relevant details.

6. Last date for submission of EMD with KYC documents is provided in the table.

7. 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" or NEFT/RTGS in the account of "Kotak Mahindra Bank Limited" Account No **RAR49910230** ; IFSC Code- KKBK0000631, Branch-Kalina, Branch code- 0641 and register their name at https://bankauctions.in/ and get user ID and password free of cost and get training on e-Auction 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.

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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 auction notice on or before 2 working days of scheduled E-auction sale up-to 4.00 P.M. (IST).

9. The bid price to be submitted shall be above the Reserve Price and Bidders shall improve their further offers in multiple of Rs. _____/- (Rupees _____Only). Please note that the first bid price should be higher than the reserve Price by one or more multiples of Rs. _____/- (Rupees _____Only). Acceptance of any improved offer not in multiple of Rs. _____/- shall be on sole discretion of the Authorised Officer.

10. The successful bidder shall have to pay 25% of the sale price (including earnest money already paid), immediately on closure of the E-Auction Sale proceedings, i.e., on the same day or not later than next working day, in the same mode as stipulated in Clause 7 above. The balance 75% of the sale price shall have to be paid within 15 days of acceptance/confirmation of sale conveyed to them, 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 e-auction sale 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 the Bank, if the borrower/guarantor pays the bank in full before sale, no sale will be conducted.

13. The property is sold on **"As is Where 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 property of any authority besides other banks"/ lenders" charges and should satisfy themselves about the title, extent, quality and quantity of the property before submitting their bid. No claim of whatsoever nature regarding the property put for sale, charges, encumbrances over the 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 after being declared as successful bidder.

14. In the event of and on later development due to intervention/order of any court or tribunal save appropriate legal opinion and legal remedy available to the bank, if the sale is required to be cancelled the bank shall refund the 'sale proceed' only without interest and the purchaser / bidder shall have no right to raise any claim, against the bank or its officers, of whatsoever nature with respect to loss, damages, costs/expenses, loss of business opportunity etc.

15. 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 assigning any reasons.

16. 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 auction 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 property on the dates as mentioned in the auction sale notice. 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.

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19. For further details, interested bidders may contact the concerned officer of Kotak Mahindra Bank Ltd as notified in the published auction notice.

20. Published Auction notice is also a „30" (Thirty) 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 auction sale on the above mentioned date / place 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 auction 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 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, 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 properties 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, 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 conveying the confirmation of the sale to the successful bidder by the Authorized Officer or such extended period, 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 auction 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 action 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 confirmation of the Sale by the Authorized Officer. 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, shall be allowed to participate in the auction/sale proceedings.

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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 auction proceeding without any undue influence from any of the officials of the Bank and is/are fully aware about the consequences of such auction. 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. For unsuccessful bidders it will be refunded within 7 days from the date of of e-auction and bidders will not be entitled to claim any interest, cost, expenses and any other charges (if any) on the EMD amount.

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:

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"UNDERTAKING" to be duly filled and submitted by online bidders"

E-Auction Of immovable property under SARFAESI ACT, 2002

To,
The Authorised Officer
Kotak Mahindra Bank Limited

Dear Sir,

Re: Request to participate in online bidding

I/We am/are interested in availing the facility of online bidding for the auction to be conducted by Kotak Mahindra Bank Limited (Hereinafter referred as "KMBL"). I/we have requested the Service Provider i.e. **M/s. 4Closure, Hyderabad** to allocate User-ID and password to me/us and activate the same to enable me/us to participate in the above mentioned Public auction.

I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that KMBL shall not be held responsible in any way for any losses that may be suffered by me /us as a result of unauthorized use of my User-ID and password by any other person.

I/We understand and undertake that if I/ we fail to participate in the auction due to disruption of my /our internet services, or due to bandwidth problems with my/our local internet connectivity, I/we shall not make any claim against Kotak Mahindra bank and/or its officials.

I/We confirm that I/we have read the terms and conditions of the e-auction uploaded on the auction service provider web-site https://bankauctions.in/ and also the Sale Notice and I/we agree to abide by the said terms and conditions. I/we also confirm that Kotak Mahindra Bank may alter/change the terms and conditions at any time and the same shall be binding on me/us. I/we also confirm that I/we shall regularly update ourselves regarding any changes made in the contents, procedure and terms and conditions of the sale, please refer to the link https://www.kotak.com/en/bank-auctions.html provided in Kotak mahindra bank website i.e. www.kotak.com and/or on https://bankauctions.in/.

Yours faithfully

Name and Signature of Bidder

(Name of the person signing)

Place:

Date:

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