



KOTAK MAHINDRA BANK LIMITED
12-BKC, 6th Floor, Plot No. C-12, 'G' Block,
Bandra Kurla Complex, Bandra (East), Mumbai 400 051.

CIN NO. L65110MH1985PLC038137

TERMS AND CONDITIONS FOR SALE OF IMMOVABLE ASSET OF MR. NARENDRA JAYANTILAL TRIVEDI, BY E-AUCTION, UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 ("SARFAESI ACT") READ WITH PROVISIO TO RULE 8 (6) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002.

Issued by
The Authorised Officer,
Kotak Mahindra Bank Limited

S N A P S H O T

Particulars of Property	Reserve Price (Rs Lacs)
All that piece and parcel of freehold land situate and being at Azad Society, Ambawadi, Ahmedabad bearing Sub-Plot Nos. 212 and 213 of Survey Nos. 82 and 83 of Mouje Vastrapur of City Taluka in the Registration District and Sub-District of Ahmedabad and bearing Final Plot No. 226 of Town Planning Scheme No. XXI admeasuring 485 Sq. Mtrs. or thereabouts together with a building structure thereon comprising of ground plus two floors with a built up area of approximately 4300 Sq. Ft. and an open terrace above Encumbrance: Not Known	520.00

INSPECTION	13th February 2023 from 11 a.m. to 4 p.m. at the site																		
LAST DATE OF DEPOSITING EMD AND SUBMITTING BID	22nd February 2023 upto 4:30 p.m. at https://kotakbank.auctiontiger.net																		
EARNEST MONEY DEPOSIT (EMD) REMITTANCE	10% of Offer/Bid amount through NEFT/RTGS in favour of " Kotak Mahindra Bank Ltd. A/c E Auction ", Account No. 8411307138 with Kotak Mahindra Bank Limited, Malad (East), Mumbai, Branch with IFSC Code No: KKBK0000646.																		
DATE AND TIME FOR ONLINE AUCTION	23rd February 2023 between 11:00 a.m. to 12 noon . The end time of auction will be extended by 5 minutes each time a bid is made within last 5 minutes of E-Auction																		
BID INCREMENT AMOUNT	Rs. 1,00,000/- (Rupees One Lac Only) or in multiples																		
CONTACT NOS. FOR DETAILS	For any details with respect to any help, procedure and online training in respect of the auction process please contact Mr. Ram Sharma (M) 9978591888 Email ID: ramprasad@auctiontiger.net / support@auctiontiger.net , Contact no. 079-68136880. For any details regarding the property please contact the Bank at 022-6218 5110/16 or 098206 07140/096198 66796.																		
INDEX	<table border="1"><thead><tr><th>Sr.</th><th>Particulars</th><th>Page Nos.</th></tr></thead><tbody><tr><td>1</td><td>Bid Document</td><td>2-9</td></tr><tr><td>2</td><td>Form I</td><td>10-12</td></tr><tr><td>3</td><td>Form II</td><td>13-14</td></tr><tr><td>4.</td><td>Schedule-"A"-Details of Asset</td><td>15</td></tr><tr><td>5.</td><td>Direction to Asset Site</td><td>16</td></tr></tbody></table>	Sr.	Particulars	Page Nos.	1	Bid Document	2-9	2	Form I	10-12	3	Form II	13-14	4.	Schedule-"A"-Details of Asset	15	5.	Direction to Asset Site	16
Sr.	Particulars	Page Nos.																	
1	Bid Document	2-9																	
2	Form I	10-12																	
3	Form II	13-14																	
4.	Schedule-"A"-Details of Asset	15																	
5.	Direction to Asset Site	16																	

2nd February 2023



KOTAK MAHINDRA BANK LIMITED
12-BKC, 6th Floor, Plot No. C-12, 'G' Block,
Bandra Kurla Complex, Bandra (East), Mumbai 400 051.

kotak[®]

CIN NO. L65110MH1985PLC038137

Date: 2nd February 2023

M/s _____

INTRODUCTION

Sealed bids are invited by the Authorised Officer, Kotak Mahindra Bank Limited ("KMBL") for sale of the asset, as detailed herein below of Mr. Narendra Jayantilal Trivedi for the facilities granted to Aromatic Intermediates and Chemicals (the "Borrower"), on "AS IS WHERE IS" "AS IS WHAT IS" and "WHATEVER THERE IS" basis on such Terms and Conditions as detailed herein below:

A. DEFINITIONS

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

- a. Authorised Officer (AO):** Officer of Kotak Mahindra Bank Ltd. authorised under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
- b. Bidder:** Any party intending to participate in the auction process and intending to purchase the asset.
- c. E-Auction Account:** Account bearing name "Kotak Mahindra Bank Ltd. A/c E Auction", Account No. 8411307138 maintained with Kotak Mahindra Bank Limited, Malad (East), Mumbai, Branch with IFSC Code No: KKBK0000646.
- d. E-Auction Service Provider:** Kotak Mahindra Bank Ltd.'s approved E-auction service provider **M/s. E-procurement Technologies Limited.**
- e. Asset:** All that piece and parcel of freehold land situate, lying and being at Final Plot No. 226 (Sub-Plot Nos. 212-213) located in Azad Society, Ambawadi, Mouje Vastrapur of City Taluka in the Registration District and Sub-District of Ahmedabad admeasuring approx. 485 Sq. Mtrs together with a building structure comprising of ground plus two floors with a built up area of approx. 4300 Sq. ft. as more particularly described in the **Schedule-"A"**
- f. Purchaser:** Bidder who has been declared as successful and in whose favour the bid is awarded.
- g. Seller:** Kotak Mahindra Bank Ltd. a secured creditor of the Borrower in whose favour the said Asset is mortgaged and is having the right/power to sell the said Asset.

I. GENERAL TERMS AND CONDITIONS OF THE SALE

- 1.1. The Asset will be sold by an Electronic Public Auction conducted by E- Auction Service Provider at the web portal <https://kotakbank.auctiontiger.net> between **11.00 am to 12 noon** on **23rd February 2023**. The E-Auction / bidding of the said Asset would be conducted exactly on the scheduled date and time by way of inter-se

bidding amongst the Bidders. Bidders are advised to go through the website <https://kotakbank.auctiontiger.net> or <https://www.kotak.com/en/bank-auctions.html> or <https://auctions.kotak.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 the E-Auction.

- 1.2. For participating in the E-Auction the Bidders should register their details with the E-Auction Service Provider at <https://kotakbank.auctiontiger.net> well in advance and get the User ID and password required for participating in the E- Auction.
- 1.3. The Bidders are advised to ensure complete knowledge of how the online auction will be conducted from the E-Auction Service Provider prior to the date of auction and proper internet connectivity at the time of auction being conducted.
- 1.4. The Asset offered for sale is on **"AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS"** basis. Neither KMBL nor the AO undertake any responsibility to produce any permission / NOC etc. in respect of the Asset. The Asset is sold with all known and unknown encumbrances.
- 1.5. The measurements indicated, if any, are purely indicative & without any guarantee and KMBL/AO shall not entertain any claim / complaint from the Purchaser/Bidders for any deficiency in measurement / size / number etc. for recovery of whole or any part of the bid / purchase consideration, loss of profit/ interest, damages etc.
- 1.6. The said Asset is charged on an exclusive basis in favour of KMBL as security for an amount of Rs.27,35,85,200.62 as on 20th June 2011 together with further interest thereon calculated at the rate of 16.5% per annum at quarterly rests from 21st June 2011 till payment together with all incidental costs, charges and expenses, less any amounts recovered thereafter, together with further interest thereon till realization, together with all incidental costs, charges and expenses.
- 1.7. The said Asset may have certain other liabilities attached to them, apart from those mentioned at Para 1.6 hereinabove, which are to be met by the Purchaser and which will be over and above the purchase consideration. The Bidders may carry out their independent due-diligence in respect of likely liabilities pertaining to the said Asset before submitting the bid at their own cost. It may be noted that the Bidder will be responsible for meeting any and all liabilities, directly or indirectly related to the Asset, if they arise and KMBL or the AO will not be liable to meet any such liabilities whatsoever. Any bid / offer made shall be deemed to have been submitted after complete due diligence by the Bidder and/or all claims there against and due and proper inspection of the said Asset and the Bidder shall not be entitled to make any representation or raise any query / objection against KMBL or the AO as to the title or condition of the said Asset or any part thereof of any liabilities / encumbrances / dues / taxes / levies irrespective as to whether disclosed or undisclosed.
- 1.8. The Property bearing Sub-Plot Nos.212 and 213 of Survey Nos. 82 and 83 admeasuring approximately 450 Sq. Yds. (equivalent to approximately 376.26 Sq. Mtrs.), was originally purchased by Mr. Narendra Jayantilal Trivedi by a Sale Deed dated 22.02.1966. Subsequently the State of Gujarat issued a Notification dated 15.07.1970 under the Bombay Town Planning Act, 1954 being Notification No. GH/P/1997/TPC:1170/4245-P and notified the Town Planning Scheme - XXI (Ambawadi) (TPS-XXI) with respect to the development of the locality wherein the Property was situated. Under the said TPS-XXI, the said Mr. Narendra Jayantilal Trivedi was allotted an additional area during the reorganization of lands under the TPS-XXI, pursuant to which the total area of the original Plot stood revised to 485 Sq. Mtrs. resulting in accession to the said original Plot, as reflected in the Form "B" issued under Rule 17 & 29 of the Town Planning Scheme, Ahmedabad No. XXI (Ambawadi) - Final. Further under the said TPS-XXI, the Sub-Plot Nos. 212 and 213 of Survey Nos. 82 and 83 were renumbered as Final Plot No. 226.

- 1.9. Mr. Narendra Jayantilal Trivedi/Borrower had earlier filed Two (2) Securitisation Applications being Securitisation Application Nos.94 of 2011 and 171 of 2016 as well as a Review Application No. 9 of 2015 before the Hon'ble Debts Recovery Tribunal-I, Ahmedabad which were all dismissed. Mr. Narendra Jayantilal Trivedi/Borrower had also filed a Special Civil Application No. 2763 of 2017 and LPA No. 75 of 2022 before the Hon'ble High Court, Gujarat which were also dismissed. Mr. Narendra Jayantilal Trivedi/Borrower had also filed an appeal being Appeal No. 22 of 2022 before the Hon'ble Debts Recovery Appellate Tribunal, Mumbai as well as Writ Petition (Stamp) No. 20342 of 2022 before the Hon'ble High Court, Bombay which were both dismissed. Thereafter Mr. Narendra Jayantilal Trivedi has also filed a Securitisation Application No. 301 of 2022 before the Hon'ble Debts Recovery Tribunal-I, Ahmedabad and the same is pending as on date. There is no stay order by any court against KMBL/AO from proceeding with the sale of the said Asset under the SARFAESI Act.
- 1.10. The information in respect of the said Asset, including the description as per Schedule "A" is to the best of knowledge of the KMBL/AO who, however, shall not be responsible for any error or omission or mis-statement in the said particulars. The Bidders are required to verify and confirm the same before submitting the bids/offer.
- 1.11. The reserve price fixed for the sale of the said Asset is a sum of Rs.5,20,00,000/- (Rupees Five Crores Twenty Lacs Only) and the EMD payable is 10% of the bid amount. Bids below the reserve price shall not be accepted.
- 1.12. The Bidder(s) should thoroughly satisfy themselves about the nature, conditions and quality of the said Asset. KMBL gives no guarantee or warranty as to the conditions of the said Asset for any specific purpose or use. It should be clearly understood that no claim/complaint about the conditions for use will be entertained by KMBL.
- 1.13. The Bidders may participate in E-Auction for bidding from their place of choice. Proper internet connectivity shall have to be ensured by intending Bidders themselves. KMBL/E-Auction Service Provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
- 1.14. Bids accompanied by short EMD, Incomplete bids and/or bids with their own/qualifying conditions are liable to be rejected / ignored summarily. AO or KMBL shall not be responsible for delay in uploading, late receipt or loss of Bid documents/offer due to any reason.
- 1.15. KMBL/AO reserves the right to cancel or postpone the auction or reject any Bid/offer without assigning any reason. KMBL/AO reserves the right to modify any terms or condition of E-Auction without prior notice. KMBL/AO reserves the absolute right and discretion to extend the time for submission of Bid/EMD and/or change the date and time for online bid.
- 1.16. The contract shall be treated as having been entered into as soon as the Confirming Email is issued by AO/KMBL to the successful bidder and the period of contract shall be of 15 days from the date of such acceptance.
- 1.17. In case of any doubt regarding the bid documents and/or auction process, the decision of the AO will be final.

II. ELIGIBILITY

- 2.1 The Bidder should:
 - a) be any person, registered trust, registered firm, registered co-operative society, private limited company, public limited company, partnership firm, limited liability partnership registered in India;
 - b) be legally competent to enter into contract as per prevailing laws;
 - c) be financially sound.

- 2.2 The Bidder has to satisfy the AO about his financial capacity to meet the bid price.
- 2.3 AO may also consider a bid submitted by a consortium of persons/companies. It is, however, made clear that there should be no change in the consortium structure. If there are any changes in the consortium structure, AO reserves the right to cancel the sale. However, the financial arrangement between the parties should be specified in the bid documents. No bid by a Consortium/Partnership/Company shall be entertained if the opinion of the AO is that it can lead to reduction in competition.
- 2.4 In case the bid is jointly submitted by one or more persons, the share of each person in the bid should be specifically mentioned in the bid document. In case no sharing is mentioned in the bid documents as required, all joint bidders will be assumed to have an equal share and the same shall be considered as final for issuance of sale certificate.

III. MODE OF SUBMISSION OF BID:

- 3.1 All bids must be submitted in the prescribed form along with all required documents. The bid must be submitted on or before the appointed date and time. The Bidders are advised to go through the website <https://kotakbank.auctiontiger.net> or <https://www.kotak.com/en/bank-auctions.html> or <https://auctions.kotak.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 the E-Auction sale proceedings.
- 3.2 The Terms and Conditions along with Forms/Schedule thereto must be signed at each and every page. The Bidder, if a company, partnership firm or any body corporate should affix the stamp of the company, partnership firm or any body corporate and signed by the duly authorized signatory on every page.
- 3.3 The original of the duly filled and signed copy of the Terms and Conditions dated 2nd February 2023 along with the below mentioned documents shall be forwarded to KMBL at **12-BKC, 6th Floor, Plot No. C-12, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051** along with details of payment and KYC documents, as detailed herein above, in a sealed cover with "**BID DOCUMENTS A/C AROMATIC INTERMEDIATES AND CHEMICALS** " mentioned at the top. The signed Terms and Conditions shall reach the office of KMBL latest by 10.00 am on **23rd February 2023**. Bidders sending their documents by post/courier will do so solely at their own risk and KMBL will not be responsible for any loss in transit or postal/courier delay:
 - a) UTR Number of payment of EMD along with bank details;
 - b) Terms and Conditions of the Auction, duly signed by the Bidder/s on each page in token of having accepted the same in toto;
 - c) Proof of identification/Photo Id viz., Voter ID / Driving License / Passport Aadhaar, etc.;
 - d) Current Address proof for communication and contact details;
 - e) PAN Card of the Bidder;
 - f) Bank account details to which EMD to be returned.
- 3.4 Apart from the above, the bidders may be required to upload certain document (s) and their KYC documents on the website <https://kotakbank.auctiontiger.net> for participating in the auction process..
- 3.5 No telex / telegraphic / faxed / e-mail Bids/offers will be accepted.
- 3.6 Incomplete bids, bids lesser than the Reserve Price or bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of Auction / Bid Document are liable to be rejected summarily.

IV. INSPECTION:

The Asset may be inspected at the site on **13th February 2023** , between **11 a.m. to 4 p.m.** in the presence of AO and/or his representative.

V. EARNEST MONEY DEPOSIT:

- 5.1 The bid should be accompanied with 10% of their offer amount towards EMD and deposited by way of NEFT/RTGS in E-Auction Account.
- 5.2 EMD in any other form, for example, Demand Draft/Pay Order/Cheque (including cheque made "good for payment"), Bank Guarantee, Bid Bonds, Call Deposit etc. will not be accepted, except in unusual circumstances and then with the consent of the AO.
- 5.3 EMD received by KMBL from unsuccessful Bidders will be returned within 3 working days. The EMD will not carry any interest. In case the bid is accepted as per the payment terms stipulated in the Terms and Conditions, the EMD paid by the successful Bidder shall be automatically adjusted towards purchase consideration as per the payment terms stipulated herein.
- 5.4 In case the bid is accepted and Purchaser refuses/fails to make further payment towards balance purchase consideration on any account, the EMD so deposited shall be forfeited without prejudice to the rights of KMBL to claim such further damages in this regard without further reference to the Bidder/Purchaser.

VI. PROCESS OF E-AUCTION:

- 6.1 On the Scheduled date and time, the E-Auction Service Provider will declare the Opening Bid amount which will be the highest bid received and which shall be visible to all Bidders during the start of the E-Auction. Any bidder can start bidding in the online E-Auction but only above the Opening Bid. Hence, the first online bid that comes in the system during the online e-Auction shall be above the auction's Opening Bid, by increment of the Bid Increase Amount or in multiples thereof. The second online bid and onwards will have to be higher than the first online bid by one Bid Increase Amount or in multiples thereof. In case there is only a single Bid received then in that case the Bidder shall have to increase his Bid by at least one Bid Increase Amount before the sale can be knocked down in his favor.
- 6.2 The "Bid Increase Amount" has been fixed in respect of the said Asset at Rs.1,00,000/- (Rupees One Lac Only). The Bidders will have to increase the bid amount in the multiple of the Bid Increase Amount only.
- 6.3 The Online Auction shall be open for 1 hour between 11 a.m. and 12 noon on 23rd February 2023. If a Bidder places a bid in the last 5 minutes of closing of the E-Auction and if that bid gets accepted, then the auction's duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that the auto-extension shall be unlimited and will take place only if a valid bid comes in last 5 minutes of closing. If a valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of E-Auction, the auction shall get closed automatically without any extension. However, Bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- 6.4 During E-Auction, if no bid is received within the specified time, KMBL/AO at its discretion may decide to scrap the E-Auction process.
- 6.5 The Bidders will be able to view the following on their screen along with the necessary fields in the E-Auction:

- a) Leading Bid in the Auction
- b) Bid placed by Bidder
- c) Minimum Increment Value
- d) The bid rank of Bidder in the auction

- 6.6 The bid once submitted, cannot be cancelled/withdrawn and the successful Bidder shall be bound to buy the Asset at the final bid price. Any failure on part of the successful Bidder to comply with any of the terms and conditions of the E-Auction notice and Terms and Conditions will result in forfeiture of the amount paid by the defaulting Bidder.
- 6.7 Inter-se bidding will be permitted amongst the intended eligible Bidders whose bids are equal or higher than the reserve price and the highest bidder shall be declared as successful Bidder by way of E-mail. The bids shall be increased in multiples of the Bid Increase Amount for the respective Lots. The AO shall be entitled to retain the highest bid received for a period not exceeding 15 days before confirming the sale.
- 6.8 The last valid bid at the time of closing of the online auction shall be considered to be the successful bid for each Lot unless otherwise decided by the AO. The decision of the AO in respect of the same will be final. The successful Bidder shall subsequently be intimidated of the same by AO/KMBL by a Confirming E-mail. The date of sending the E-mail will be considered as the date of acceptance of bid.

VII. PAYMENT SCHEDULE:

- 7.1 All remittances shall be made by NEFT / RTGS in the E-Auction Account only.
- 7.2 EMD of the successful Bidder shall be adjusted against the purchase consideration on issue of Confirming E-mail.
- 7.3 The Purchaser shall deposit 25% of the purchase consideration less the amount of EMD as soon as the auction is knocked down in his/her/its favour or within the next working day from the day of acceptance of the bid is conveyed to him in writing/email. On default of payment of the 25% of the purchase consideration or any part thereof, the EMD shall stand forfeited and the said Asset will be offered to the next highest bidder.
- 7.4 The balance amount i.e. 75% of the purchase consideration is to be paid within 15 days from the date of acceptance of the bid. In the event of the Purchaser committing default in payment of the balance 75% of the purchase consideration or any part thereof within the stipulated period or within the period as may be agreed by the AO in writing, the monies paid by the Purchaser shall be forfeited by the AO. In any case, the EMD paid by the defaulting Purchaser will not be refunded. The defaulting Purchaser shall not have any claims to the Asset or to any part of the sum for which it may be subsequently sold.
- 7.5 The Purchaser has the option to give the full contracted amount (purchase consideration) in advance and before the prescribed time period.
- 7.6 All taxes/duties/fees/charges etc. as applicable and related to purchase of the said Asset shall be borne by the Purchaser(s).
- 7.7 If for any reason, whatsoever the sale cannot be confirmed or is set aside by an order of any Court or Tribunal, then in that event the entire purchase money paid may be refunded to the Purchaser without interest.

VIII. TAX, DUTIES, CESS AND OTHER LEVIES:

All the costs, charges, fees, duties, cess, taxes, arrears, etc. and any other type of levies as applicable and related to purchase of the said Asset shall be borne by the purchaser(s). The decision of the AO in this respect shall be final and binding.

IX. DELIVERY PERIOD/ POSSESSION:

- 9.1 After receipt of full and final payment in lieu of the total purchase consideration of the said Asset, KMBL will issue a "**Certificate of Sale**" with respect to the Asset, as provided under the Security Interest (Enforcement) Rules 2002 of the SARFAESI Act, 2002 in favour of the Purchaser. No nomination of any nature or change in name of Bidder/Purchaser, will be permitted. The Purchaser will take all necessary steps to take over the possession of the Asset immediately. The possession of the Asset will be handed over to the Purchaser only after receipt of full purchase consideration. It is the responsibility of the Purchaser of the Asset to get the Certificate of Sale adjudicated and stamped and registered and all costs, charges and expenses in that connection will have to be borne by the Purchaser. The title documents /trail documents in respect of the Asset shall be handed over to the Purchaser after payment of the entire Purchase Consideration.
- 9.2 The said Asset shall remain at the risk of the Purchaser/s from the time of acceptance of the bid and the AO will not be put under any liability for safe custody or for the preservation thereof from that date.

X. TERMINATION / BREACH OF CONTRACT:

In the event of non-fulfillment of the terms and conditions of the bid and matters related thereto, by the Purchaser, KMBL shall have the liberty to cancel the contract with immediate effect, in which case, the EMD along with any other amount paid shall stand forfeited.

XI. FORCE MAJEURE:

- 11.1 KMBL shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, distilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour, acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of KMBL to extend the time of performance on the part of KMBL by such period as may be necessary to enable KMBL to effect performance after the cause of delays will have ceased to exist.
- 11.2 The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

XII. GENERAL INFORMATION:

- 12.1 It should be noted by the Bidder(s) that by entering into this contract KMBL is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.
- 12.2 KMBL shall have the right to issue addenda to Terms and Conditions to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form a part of the original Terms and Conditions.
- 12.3 All written communications, notices and processes shall be deemed to have been duly delivered and served upon the Bidder/Purchaser by addressing the same at such address and/or sending the same to such E-mail id as mentioned in the Bid Application Form attached hereto being part of this document. If no intimation reaches them, bidders are expected to find out status of their bids from KMBL. Non receipt of intimation will not considered as a reason for default/non-payment.

- 12.4 In case any offer is not accepted, the Bidders shall not be entitled to claim any costs, charges, expenses incidental to or incurred by the bidders through or in connection with the submission of the offer/bid even though KMBL may elect to withdraw the invitation to bid. Should all invitations to bid be withdrawn or cancelled by KMBL, for which KMBL shall have the right to do so at any time, the EMD paid by the Bidders with the bid will be refunded to them in due course, without interest.
- 12.5 The Bidders shall have no right to issue addenda to bid documents to clarify supplement or delete any of the conditions/clauses or items stated therein.
- 12.6 Unless otherwise specified all rates and prices in the Bid Application Form should be quoted both in figures and in words. Bids containing overwritten or erased rates are liable to be rejected.
- 12.7 The Bidders shall note that the above Terms and Conditions of Auction may be altered by the KMBL/AO, if necessary.
- 12.8 Intending Bidder(s) may obtain any clarification required before bidding. Submission of bid implies the Bidder(s) has obtained all the clarifications required and that he has unconditionally agreed to and accepted all Terms and Conditions of the bid herein specified.
- 12.9 The decision of the AO in the matter, arising out of this sale, shall be final in regard to all matters relating to the contract.
- 12.10 All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate court having jurisdiction in Mumbai.
- 12.11 Bidders must ensure the following while submitting the bid :-
- (A) ALL DOCUMENTS AS LISTED HEREINABOVE AT PARA 3.3 AND 3.4 SHOULD BE DULY/PROPERLY FILLED AT THE TIME OF UPLOADING THE BID ON WEBSITE OF AUCTION AGENCY AND SUBMITTING THE TERMS AND CONDITIONS WITH KMBL.
- (B) THAT EVERY PAGE OF TERMS AND CONDITIONS IS DULY SIGNED BY THE BIDDER BEFORE SUBMITTING THE BID.
- (C) THAT ALL ALTERATIONS, ERASURE(S) AND OR OVER-WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE BIDDER'S SIGNATURE.
- 12.12 Bidders should state whether he/she is a relative of any Director(s) of KMBL or Bidder is a firm in which Director(s) of KMBL or his relative is a partner or bidders is a company in which Director of KMBL or his relatives are member(s) or Director(s).

XIII. CONTACT DETAILS:

For any query with respect to E-Auction Process:

M/s. E-procurement Technologies Limited

Contact Nos. 079-6813 6880

Mr. Ram Sharma (M) 9978591888

E-Mail ID: ramprasad@auctiontiger.net
support@auctiontiger.net

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

For any other detail:

Kotak Mahindra Bank Ltd.

Contact Nos. 022-6218 5110/5116 or **098206 07140/096198 66796.**

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

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

B I D

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

Subject: Bid for purchase of All that piece and parcel of freehold land situate and being at Azad Society, Ambawadi, Ahmedabad bearing Sub-Plot Nos. 212 and 213 of Survey Nos. 82 and 83 of Mouje Vastrapur of City Taluka in the Registration District and Sub-District of Ahmedabad and bearing Final Plot No. 226 of Town Planning Scheme No. XXI admeasuring 485 Sq. Mtrs. or thereabouts together with a building structure thereon comprising of ground plus two floors with a built up area of approximately 4300 Sq. Ft. and an open terrace above as detailed in Schedule "A". (said Property)

1	Particulars of the Bidders		
1.1	Full name of the bidders (in block letters)	:	
1.2	Applicant's registered office/ place of business Address Telephone No. Fax No. E-Mail No.	:	
1.3	GST Registration No.	:	
1.4	Whether the bidders is competent to contract under Indian Contract Act, 1872 as per Foreign Exchange Regulation Act, 1973/ Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)	:	YES/NO
2	Constitution of Bidder (Tick whichever is applicable)	:	Public Limited Company Private Limited Company Partnership Individual/ Sole Proprietary Jointly (sharing details _____) Others (specify) _____

			(Furnish documents in support)
3	Particulars of Bid		
3.1	Description of Property being Bid for		All that piece and parcel of freehold land situate, lying and being at Final Plot No. 226 (Sub-Plot Nos. 212-213) located in Azad Society, Ambawadi, Mouje Vastrapur of City Taluka in the Registration District and Sub-District of Ahmedabad admeasuring 485 Sq. Mtrs., with a building structure comprising of ground plus two floors with a built up area of approx. 4300 Sq. ft
3.2	The price offered For said property	:	Rs. _____/- (Rupees _____ _____)
3.3	Bank Name from which EMD is remitted	:	
3.4	UTR No.	:	
3.5	Date of EMD remittance	:	
3.6		:	The above price offered is exclusive of any liabilities as mentioned in the bid document, which are to be paid by the purchaser.
3.7	Documents attached to Bid	:	a) Terms and Conditions of the Auction duly signed b) Proof of identification/Photo Id (copy of any one): 1) Voter ID 2) Driving License 3) Passport 4) Aadhaar Card 5) Other _____(pls Specify) c) Current Address proof for communication and contact details; d) PAN Card of the Bidder/s.
4.	Details for return of EMD Amount		
4.1	Name of Account	:	
4.2	Account No.		
4.3	IFSC Code	:	
4.4	Bank and Branch Details	:	

Certified that:-

- (i) In case our offer is accepted and if we fail to pay the amount in the manner to be specified by KMBL in the Bid Document, the amount of Earnest Money and any further installments paid by us under this offer shall stand absolutely forfeited by KMBL.
 - (ii) This offer is valid for a period of 15 days from the closing date of the bid.
 - (iii) I/We agree to abide by the decision of the Authorised Officer, KMBL.
 - (iv) I/We have read and understood terms and condition of the bid and hereby unequivocally and unconditionally accept the same.
 - (v) I/We have inspected the said property for which bid is being submitted. I/We here accept all the terms and conditions as mentioned in Bid Document.
 - (vi) I/We are also aware and confirm that KMBL or its Authorised Officer have not made any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to liabilities, encumbrances and dues. We have ascertained all liabilities, encumbrances and dues and have carried out our own due diligence for before submitting the bid / offer. KMBL or its Authorised Officer is not liable for anything pertaining to the same.
4. I/We hereby declare that the information stated hereinabove is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Authority to reject our bid and/or to cancel the award of sale.

Date :

Applicant's Signatures :

Full Name :

Designation :

Name of the Bidder :

Address of the Bidder :

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

Letter of Application & Intent

Date:

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

Subject: Bid for purchase of All that piece and parcel of freehold land situate and being at Azad Society, Ambawadi, Ahmedabad bearing Sub-Plot Nos. 212 and 213 of Survey Nos. 82 and 83 of Mouje Vastrapur of City Taluka in the Registration District and Sub-District of Ahmedabad and bearing Final Plot No. 226 of Town Planning Scheme No. XXI admeasuring 485 Sq. Mtrs. or thereabouts together with a building structure thereon comprising of ground plus two floors with a built up area of approximately 4300 Sq. Ft. and an open terrace above as detailed in Schedule-"A". (said Property)

Sir,

1. Being duly authorized to represent and act for and on behalf of _____ (herein the Applicant), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby apply as a bidder for the purchase of said property according to the terms and conditions of the offer made by KMBL.
2. Bid is given in Form- I along with the attachments, duly filled and signed on each page.
3. KMBL / its Authorized Officer (AO) is hereby authorized to conduct any inquiry/ investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Applicant.
4. KMBL / its Authorized Officer may contact the following persons for any further information :-

Name of the Person/s: _____

Address: _____

Email id / Phone No: _____

5. This application is made with full understanding that :
 - a) Bids will be subject to verification of all information submitted at the time

of bidding.

- b) The Authorised Officer of KMBL reserves the right to reject or accept any Bid, cancel the bidding process, and/or reject all Bids.
 - c) The Authorised Officer of KMBL shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
6. I/We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
7. We have read the terms and conditions of the offer detailed in Bid document and are willing to abide by them unconditionally.
8. The offer made by us is valid for 15 days.

Name _____
For and on behalf of

(Name of Bidder)

Name _____
For and on behalf of

(Name of Bidder)

DESCRIPTION OF THE ASSET OF MR. NARENDRA JAYANTILAL TRIVEDI

All that piece and parcel of freehold land situate and being at Azad Society, Ambawadi, Ahmedabad bearing Sub-Plot Nos. 212 and 213 of Survey Nos. 82 and 83 of Mouje Vastrapur of City Taluka in the Registration District and Sub-District of Ahmedabad and bearing Final Plot No. 226 of Town Planning Scheme No. XXI admeasuring 485 Sq. Mtrs. or thereabouts together with a building structure thereon comprising of ground plus two floors with a built up area of approximately 4300 Sq. Ft. and an open terrace above.

Google Map link : <https://maps.app.goo.gl/PAT9fsZYFNiue5HV7>

Map Co-ordinates: 23°01'28.9"N 72°32'19.5"E (23.0246930 72.5387430)

