

## **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, Block – A, 4<sup>th</sup> Floor, 22 Camac Street, Kolkata – 700 016.

Reference: Public Notice for Sale of immovable property advertised in the “Business Standard” (English) and “Eai Samay” [Bengali] dated 26-12-2025.

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: - Abhinandan Saraogi (Borrower & Mortgager), Priyanka Agarwala (Co-Borrower & Mortgager).

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:-

**All that One Shop Room, measuring about 400.59 Sq.ft (the measurement of which includes super built up area) in the First Floor of a four storied building named "Orchid Mansion" situated at Sevoke Road, Road Zone: Panitanki to Pranami Mandir Road together with proportionate undivided share in the land on which the building stands and the said land forms part of MOUZA - Siliguri, R.S Plot No - 9658, R.S Khatian No. 5279, J.L No. 110(88), Touzi No - 3, Pargana - Baikunthapur, Ward No - 13, P.O - Siliguri, P.S - Siliguri, under Siliguri Municipal Corporation, District - Darjeeling, West Bengal, PIN - 734001.**

**Type Of Possession: - Symbolic/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 tender form shall be submitted / sent duly completed in all respect in a sealed cover/envelope, subscribed as “Offer for purchase of the immovable property” addressed to “The Authorised Officer”-“Kotak Mahindra Bank Ltd.” and the envelope should be sent to the aforesaid Branch office address, on or before the date stipulated in the public notice for sale of immovable property.
2. The tender/offer form shall be accompanied by Pay order/Demand Draft drawn on a Scheduled Bank in favour of “Kotak Mahindra Bank Ltd.” payable at Kolkata, towards Earnest Money Deposit (EMD).
3. Tenders not accompanied by EMD and EMD below the Reserve Price shall be rejected outrightly. The undersigned has the full discretion to accept or reject any tender/bid without assigning any reason.
4. 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.
5. 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;
6. 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;
7. The bid form has to be filled in the prescribed form and is to be submitted / uploaded online only along with KYC documents of the Bidder/s on the portal <https://www.bankeauctions.com/> on or before 14-01-2026 up to 04.00 p.m. and the scanned copies of the duly filled and signed bid documents and KYCs of the Bidder/s should be sent by mail to [ashok.motwani@kotak.com](mailto:ashok.motwani@kotak.com) & / or [kuntal.bhattacharjee@kotak.com](mailto:kuntal.bhattacharjee@kotak.com).

8. For any enquiry, information, support, procedure and online training on e-Auction, the prospective bidders may contact the **Mr. Dharani Krishna** Department of our e-Auction Service Partner M/s. C1 India Pvt Ltd , through Tel. No.: +91 729198124,25,26 , Mobile No.: **9948182222** & E-mail ID: [andhra@c1india.com](mailto:andhra@c1india.com) & [Support@bankeauctions.com](mailto:Support@bankeauctions.com) ;
9. 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;
10. 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.
11. In Case the offer amount is below the Reserve Price and/or EMD paid is less than 10% of the Reserve Price, such tender shall be treated as invalid. The EMD will be refunded to the unsuccessful tenderer(s)/ bidder(s) within 10 (Ten) working days.. The tenderer(s) shall not be entitled to claim any interest of whatsoever nature, if the refund of EMD is delayed for any reason(s) whatsoever. Tender(s)/ Offer(s) which are not accompanied by EMD and/or lesser amount of EMD, by way of Pay Orders/ Demand Drafts and/ or those received after the last date fixed for receiving tenders, shall not be considered or entertained for auction.

12. The bid price to be submitted shall be equal to and / or above the Reserve Price and during the bidding process, bidders who have submitted bids shall improve their further offers in multiples of Rs. 50,000/- The property will not be sold below the Reserve Price set by the Authorised Officer.
13. In case any bid is placed within last 5 minutes of the closing time of the e-auction proceeding, the closing time shall automatically and immediately get extended by another 5 minutes.
14. The successful bidder has to deposit 25% of the highest bid amount (including EMD already paid) immediately on closure of the e-auction sale proceedings or on the following working day in case business hours is closed on the day of E - Auction, in the mode stipulated as above. The balance 75% of the highest bid amount shall have to be deposited within 15 days from the date on which the acceptance /confirmation of sale is conveyed to such successful bidder or such extended period which shall be at the sole discretion of the Authorized Officer and within the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002.
15. In default of payment in terms of clause (14), the bidder shall in writing make request to the Authorized Officer for extension of time with reasons. If Authorized Officer extends the time to make payment, same shall be executed in writing. If Authorized Officer finds no reason for extension of time to pay balance amount, in such eventuality the amount already paid by the bidder shall stand forfeited and bidder shall have no claim whatsoever over the property which was subject of bid/auction.
16. The highest bidder will not have any right and title over the property until the Sale Certificate is issued in his favour subject to realization of entire Auction Price and other incidental expenses. Sale shall be subject to terms and conditions of E - Auction and confirmation by the Secured Creditor to that effect.
17. If the successful bidder fails to deposit the entire bid / auction amount, the amount already deposited by the successful bidder shall be forfeited and the defaulting bidder shall neither have claim on the property nor on the amounts deposited. The Authorized Officer shall be free to exercise any one or more rights available to him in terms of the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002, in respect of the auction property.

18. 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;
19. For inspection of property or more information, the prospective bidders may contact **Mr. Dharani Krishna** (Mobile No. +91 **9948182222**), 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.: +919873737351, E-mail ID: ashok.motwani@kotak.com);
20. 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;
21. 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;
22. 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;
23. 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;

24. In the event where a bidder is declared as the successful bidder in the e-auction sale conducted and subsequently, if the auction proceedings gets stayed and/or set aside by any Court /Tribunal, at any stage even after issuance of the sale certificate or handing over the possession then the Bank, at the request of bidder/auction purchaser shall initiate refund of the EMD/amount so deposited by him /her. The Bank at its sole discretion will process refund the money so deposited, without any interest, damages, claims etc of whatsoever nature and no such communication shall be entertained at later stage.
25. 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.
26. 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 in the name of Abhinandan Saraogi & Priyanka Agarwala to be borne by him from the sale price of the respective property 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.
27. If the dues of the bank together with all costs, charges and expenses incurred by them or part thereof as may be acceptable to the bank are tendered by/on behalf of the Borrower/s/Guarantor/s/Mortgagor/s, at any time on or before the date fixed for sale, the auction / sale of asset may be cancelled. The Authorized Officer reserves the right to accept any or reject all bids, if not found acceptable or to postpone/cancel / adjourn/discontinue or vary the terms of the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final.
28. Sale will strictly be on **"AS IS WHERE IS BASIS"**, **"AS IS WHAT IS BASIS"**, **"WHATEVER THERE IS BASIS"** & **"NO RECOURSE BASIS"** on the terms

and conditions as mentioned herein, however the Authorized Officer shall have the absolute discretionary right to change or vary any of the terms and conditions. The bidders are advised to make their own independent inquiries regarding any encumbrances, Search in Sub-Registrar Office and Revenue Records and Municipal Records and any administrative Government records relating to the concerned Property and shall satisfy themselves regarding the nature and description of the property, condition, any encumbrances, lien, charge, statutory dues, etc. before submitting the bid for the concerned Property. Kotak Mahindra Bank Ltd. shall not be liable for any dues/charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues / arrears of the Municipal Corporation /local authority / Society / Builder, taxes and / or dues of any other nature, if any, in respect of the said Immovable Property/Secured Asset. Kotak Mahindra Bank Ltd. does not undertake any responsibility to procure any permission /license etc. in respect of the Immovable Property/Secured Asset offered for sale.

29. The tenderers /offerers are informed, in their own interest to satisfy themselves with the title pertaining to the immovable property/ secured asset in question, including the size/area, and also ascertain any other dues / liabilities / encumbrances from the concerned authorities to their satisfaction before submitting the tenders. No query relating to title, area, size, etc., shall be entertained, at the time of opening tenders / holding auction.
30. 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.
31. 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'.
32. 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.



33. 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.
34. 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.
35. It shall solely be the responsibility of the successful bidder to get the sale certificate 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 certificate issued in format prescribed under the SARFAESI Act & Rules 2002 for the above referred Immovable Properties/Property shall be borne by the successful bidder/purchaser. The sale certificate shall be registered as per the provisions of applicable law and the Purchaser(s) shall be responsible for facilitating the registration of Sale Certificate. In case of delay in registering the Sale Certificate, the Bank shall not be held responsible.
36. The tenderers shall not be entitled to claim any interest of whatsoever nature.
37. 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.
38. Bank is not responsible for any liabilities upon the property which is not in the knowledge of the Bank.
39. Intending Purchaser(s) is/are to make their own independent inquiries regarding the encumbrances on the property including but not limited to statutory liabilities, over-due maintenance, common charges, over-due electricity bills, Municipal Tax, Water Tax, other charges (if any). That the said immovable property will be sold with all encumbrances related to the

pending Tax and Bills as mentioned in the preceding line and other Tax and Bill thereon.

40. That a Securitization Application vide SA/144/2025 under **Securitisaton and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002** is sub judice before the Debt Recovery Tribunal at Siliguri, 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