Kotak Mahindra Bank

BID DOCUMENTS

CUM

TERMS AND CONDITIONS

for

E - Auction of Secured Asset/s in

M/s Focuz Corporation Pvt Ltd

To be held on 05 -11-2026 at 0 1.00 p.m

under

The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002
and
The Security Interest (Enforcement) Rules, 2002 (as amended upto date)

Signature of the Bidder/s

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Signature of the Bidder/s

Kotak Mahindra Bank

FOREWORD

For the E - Auction, scheduled on **05-11-2026,** of the below mentioned Secured Asset/s, mortgaged by the mortgagors in the account of M/s Kerala Fashion Jewellery in favour of Kotak Mahindra Bank Ltd (Secured Creditor).

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

All that piece and parcel of 24.27 acres of land in Kuttanchery Desom, Nelluvayi Village, Thalappally Taluk, Thrissur District out of which :-

land admeasuring about 1.36 Acres in Sy No. 695/1 owned by Mrs.P K Mary as per sale deed no 99/1990 dated 25-01-1990 and bounded :- North – Vacant land, East – Plot, South – Pathway, West – Plot.

land admeasuring about 5.42 Acres made up of 69 Cents in Sy No. 695/2 , 2.40 Acres in Sy No. 696/2 & 2.33 Acres in Sy No. 696/3 owned by Mr. Joseph Antony Alven (As legal heir of Margeret Alven) as per sale deed no 100/1/1990 dated 25-01-1990 and bounded :- North – Parambu, East – Parambu, South – Parambu, West – Parambu.

land admeasuring about 4.23 Acres made up of 38 Cents in Sy No. 198/3 , 1.06 Acres in Sy No. 681/1, 37 Cents in Sy No. Sy No. 681/2 & 2.42 Acres in Sy No. 688, owned by MrsP A Baby as per sale deed no 136/1990 dated 30-01-1990 and bounded :-East – Properties in Sy.No. 695 and 590 parambu, South – Properties in Sy.No. 685,655, West - Properties in Sy.No. 198/2, 199/2, 655 & 590.

land admeasuring about 1 Acres 61.75 Cents made up of 22.50 Cents in Sy No. 680/3 , 13.75 Cents in Sy No. 198/4, 25.50 Cents in Sy No. Sy No. 680/1, 53 Cents in Sy No. 590/727, 38 Cents in Sy.No. 680/2 & 9 Cents in Sy No 198/1 owned by Mrs. P A Baby as per sale deed no 137/1990 dated 30-01-1990 and bounded :- North – Properties in Sy.No.680/1 and various purambokku parambu, East – Properties in Sy. No. 680/2, property of Muhammad parambu, South – Properties in Sy No. 196, Kozhimadom vaka properties and Parambu, West - Properties in Sy No. 196 and various purmbokku Parambu.

land admeasuring about 13.75 cents in Sy No. 198/4 owned by Mrs. P A Baby as per sale deed no 837/1990 dated 06-07-1990 and bounded :- North – Parambu, East : Parambu, South : Parambu, West : Parambu.

land admeasuring about 6.16 Acres made up of 45 Cents in Sy No. 199/1 & 199/2 , 241 Cents in Sy No. 685, 114 Cents in Sy No. 200 , 104 Cents in Sy.No.197/2. 112 Cents in Sy.No.197/1 owned by Mr. Tony Raphel (as the legal heir of P V Margeret) as per document no. 98/1990 dated 25-01-1990 and bounded :- North : Property in Sy.No.203, 199 and parambu, East – Properties in Sy.No. 685, 199, 681 and Parambu, South – Properties in Sy.No. 590, 685, and Parambu West - Properties in Sy.No. 200 and Parambu

land admeasuring about 5.07 Acres made up of 1.93 Cents in Sy No. 696/1 & 3.14 Acres in Sy No. 955/2 owned by Mrs. C O Leela as per sale deed no 101/1/1990 and bounded :- North : Parambu, East – Property in Sy.No. 696, South – Parambu West – Parambu.

Signature of the Bidder/s

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

Issued by
The Authorised Officer,
Kotak Mahindra Bank Limited
SAS Plaza,
Veekshanam Road,
Ernakulam 682035.

Signature of the Bidder/s

DEFINITIONS

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

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

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

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

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

Immovable Property(s) means the property(s) to be sold through this Bid Document which has / have been mortgaged / charged by Mr. O K Roy, Mr. O K Biju, Mr. O K Joju, & Mrs. Sindrella Joju as Mortgagor/ Guarantor to Kotak Bank.

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

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

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

Signature of the Bidder/s

Kotak Mahindra Bank

SNAPSHOT OF E – AUCTION

Details Of Immovable Property put for Auction	Reserve Price (INR)	Earnest Money Deposit (EMD) (INR)
All that piece and parcel of 24.27 acres of land in Kuttanchery Desom, Nelluvayi Village, Thalappally Taluk, Thrissur District out of which :- land admeasuring about 1.36 Acres in Sy No. 695/1 owned by Mrs.P K Mary as per sale deed no 99/1990 dated 25-01-1990 and bounded :- North – Vacant land, East – Plot, South – Pathway, West – Plot. land admeasuring about 5.42 Acres made up of 69 Cents in Sy No. 695/2 , 2.40 Acres in Sy No. 696/2 & 2.33 Acres in Sy No. 696/3 owned by Mr. Joseph Antony Alven (As legal heir of Margeret Alven) as per sale deed no 100/1/1990 dated 25-01-1990 and bounded :- North – Parambu, East – Parambu, South – Parambu, West – Parambu. land admeasuring about 4.23 Acres made up of 38 Cents in Sy No. 198/3 , 1.06 Acres in Sy No. 681/1, 37 Cents in Sy No. Sy No. 681/2 & 2.42 Acres in Sy No. 688, owned by MrsP A Baby as per sale deed no 136/1990 dated 30-01-1990 and bounded :-East – Properties in Sy.No. 695 and 590 parambu, South – Properties in Sy.No. 685,655, West - Properties in Sy.No. 198/2, 199/2, 655 & 590. land admeasuring about 1 Acres 61.75 Cents made up of 22.50 Cents in Sy No. 680/3 , 13.75 Cents in Sy No. 198/4, 25.50 Cents in Sy No. Sy No. 680/1, 53 Cents in Sy	Rs. 8,56,00,000.00 (Rupees Eight Crore Fifty-Six Lakhs only)	Rs. 85,60,000.00 (Rupees Eighty-Five Lakhs Sixty Thousand only)

Signature of the Bidder/s

No. 590/727, 38 Cents in Sy.No. 680/2 & 9 Cents in Sy No 198/1 owned by Mrs. P A Baby as per sale deed no 137/1990 dated 30-01-1990 and bounded :- North – Properties in Sy.No.680/1 and various purambokku parambu, East – Properties in Sy. No. 680/2, property of Muhammad parambu, South – Properties in Sy No. 196, Kozhimadom vaka properties and Parambu, West - Properties in Sy No. 196 and various purmbokku Parambu. land admeasuring about 13.75 cents in Sy No. 198/4 owned by Mrs. P A Baby as per sale deed no 837/1990 dated 06-07-1990 and bounded :- North – Parambu, East : Parambu, South : Parambu, West : Parambu. land admeasuring about 6.16 Acres made up of 45 Cents in Sy No. 199/1 & 199/2 , 241 Cents in Sy No. 685, 114 Cents in Sy No. 200 , 104 Cents in Sy.No.197/2. 112 Cents in Sy.No.197/1 owned by Mr. Tony Raphel (as the legal heir of P V Margeret) as per document no. 98/1990 dated 25-01-1990 and bounded :- North : Property in Sy.No.203, 199 and parambu, East – Properties in Sy.No. 685, 199, 681 and Parambu, South – Properties in Sy.No. 590, 685, and Parambu West - Properties in Sy.No. 200 and Parambu land admeasuring about 5.07 Acres made up of 1.93 Cents in Sy No. 696/1 & 3.14 Acres in Sy No. 955/2 owned by Mrs. C O Leela as per sale deed no 101/1/1990 and bounded :- North : Parambu, East – Property in Sy.No. 696, South – Parambu West – Parambu.		
Last date of submitting Bids along with the Bid documents	**04-11-2026 upto 04.00 p.m. at https://www.bankeauctions.com/ and copy of the same to Authorised officer on email:**	

Signature of the Bidder/s

	Mr Arjun Dev – by.arjundev@kotak.com **Mr Laiju Chacko –** laiju.chacko@kotak.com
Earnest Money Deposit (EMD) Remittance	**EMD amount shall be remitted through NEFT/RTGS/FUNDS TRANSFER in favour of "Kotak Mahindra Bank Limited", Account No. 06410125272001 with Kotak Mahindra Bank Limited, Nariman Point, Mumbai Branch with IFSC Code No. KKBK0000958.**
Date and Time for Online Auction	**05-11-2026 between 01:00 p.m. to 02:00 p.m. with unlimited extensions of 5 minutes duration each time bid is made within last 5 minutes of E-Auction**
Bid Incremental Amount	INR 1,00,000.00 (Rupees One Lakh Only) or in multiples
Contact Nos for details	M/s. C1 India Pvt Ltd contact Mr.Dharani Krishana – Mobile 91-99481 82222; email id – andhra@c1india.com The intending bidders may visit Kotak Bank Website - https://www.kotak.com/en/bank-auctions.html.
For detailed Terms and conditions of auction sale	The bidders are advised to go through the portal https://www.bankeauctions.com/ and the said terms and conditions shall be binding on the bidders who participate in the bidding process. Also note that bid has to be filled and submitted along with KYC documents online on the portal https://www.bankeauctions.com/ on or before 04-11-2026 upto 04.00 p.m.

Signature of the Bidder/s

Kotak Mahindra Bank

Date : 20-10-2026

1. INTRODUCTION

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

All that piece and parcel of 24.27 acres of land in Kuttanchery Desom, Nelluvayi Village, Thalappally Taluk, Thrissur District out of which :-

land admeasuring about 1.36 Acres in Sy No. 695/1 owned by Mrs.P K Mary as per sale deed no 99/1990 dated 25-01-1990 and bounded :- North – Vacant land, East – Plot, South – Pathway, West – Plot.

land admeasuring about 5.42 Acres made up of 69 Cents in Sy No. 695/2 , 2.40 Acres in Sy No. 696/2 & 2.33 Acres in Sy No. 696/3 owned by Mr. Joseph Antony Alven (As legal heir of Margeret Alven) as per sale deed no 100/1/1990 dated 25-01-1990 and bounded :- North – Parambu, East – Parambu, South – Parambu, West – Parambu.

land admeasuring about 4.23 Acres made up of 38 Cents in Sy No. 198/3 , 1.06 Acres in Sy No. 681/1, 37 Cents in Sy No. Sy No. 681/2 & 2.42 Acres in Sy No. 688, owned by MrsP A Baby as per sale deed no 136/1990 dated 30-01-1990 and bounded :-East – Properties in Sy.No. 695 and 590 parambu, South – Properties in Sy.No. 685,655, West - Properties in Sy.No. 198/2, 199/2, 655 & 590.

land admeasuring about 1 Acres 61.75 Cents made up of 22.50 Cents in Sy No. 680/3 , 13.75 Cents in Sy No. 198/4, 25.50 Cents in Sy No. Sy No. 680/1, 53 Cents in Sy No. 590/727, 38 Cents in Sy.No. 680/2 & 9 Cents in Sy No 198/1 owned by Mrs. P A Baby as per sale deed no 137/1990 dated 30-01-1990 and bounded :- North – Properties in Sy.No.680/1 and various purambokku parambu, East – Properties in Sy. No. 680/2, property of Muhammad parambu, South – Properties in Sy No. 196, Kozhimadom vaka properties and Parambu, West - Properties in Sy No. 196 and various purmbokku Parambu.

land admeasuring about 13.75 cents in Sy No. 198/4 owned by Mrs. P A Baby as per sale deed no 837/1990 dated 06-07-1990 and bounded :- North – Parambu, East : Parambu, South : Parambu, West : Parambu.

Hereinafter referred to as the "said Property/ies / properties ") on **"AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS" and "WHATEVER THERE IS BASIS".**

2. TERMS AND CONDITIONS OF THE E – AUCTION CUM SALE

a) As per E – Auction cum Sale Notice dated 20-10-2026 published in The New Indian Express and Mangalam, Thrissur edition on 20-10-2026 as well as uploaded on the bank's website https://www.kotak.com/en/bank-auctions.html

Signature of the Bidder/s

b) This Bid Document is to provide Bidder(s) with basic and preliminary information regarding the Immovable Property (s) to assist the Bidder(s) in formulation of their Bids and is issued upon the express understanding that the recipients will use it only for the purposes set out herein. This Bid Document has been prepared on the basis of information available with Kotak Bank and Kotak Bank has taken reasonable care to ensure the accuracy of the information contained herein. However, this Bid Document does not purport to contain all the information and data that each Bidder and/or its advisors may desire or require in reaching decisions concerning their Bids. Each Bidder should conduct its/his/her own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid Document. Bidders should form their own views as to whether information provided herein or separately is sufficient or relevant to make any own decision with regard to their bid. Further, it should not be assumed that there shall be no change or deviation in the information provided. Kotak Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged transaction process mentioned in this Bid Document. The information contained in this Bid Document or any other information which may be provided to the Bidders is subject to change without notice.

c) While this Bid Document has been prepared in good faith, Kotak Bank does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document and/or the Immovable Property, even if any loss or damage is caused by any act or omission on the part of Kotak Bank or its Authorised Officer, whether negligent or otherwise.

d) For any reason even after the sale is confirmed in favour of the Successful Bidder (s) /Purchaser S), and before the issuance of Certificate of Sale, the sale is set aside by an order of any Court or Tribunal, then the entire purchase money paid by the Successful Bidder/Purchaser will be refunded without interest and the Successful Bidder/Purchaser shall not have any right to object/challenge the act of the Authorized Officer of not confirming the sale in favour of the Successful Bidder before any authority or forum.

3. ELIGIBILITY

3.1 **The Bidder should :**

a) be any person, Registered Trust, Registered Firm, Registered Cooperative Society, Private Limited company, Public Limited Company, Partnership Firm, LLPs registered in India;

b) be legally competent to enter into contract as per prevailing laws;

c) The Authorised Officer may also consider a bid submitted by a consortium of persons/companies. It is, however, made clear that there should be no change in the consortium structure during the finalisation of the bid right up to the stage of depositing the bid amount in full with Kotak Mahindra Bank Ltd. If there are any changes in the consortium structure, Authorised Officer reserves the right to cancel the sale.

Signature of the Bidder/s

4. EARNEST MONEY DEPOSIT (EMD):

4.1 The bid should be accompanied with the EMD as mentioned hereinbefore and deposited by way of NEFT/ RTGS/ Fund Transfer in favour of "Kotak Mahindra Bank Limited", Account No. 06410125272001 maintained with Kotak Mahindra Bank Limited, Nariman Point Branch, Mumbai, IFSC Code KKBK0000958, on or before 04-11-2026 upto 04.00 p.m. No interest will be paid on the Earnest Money Deposit.

4.2 The EMD received by Kotak Mahindra Bank Ltd. from unsuccessful bidders will be returned to them without any interest within ten (10) days by NEFT / RTGS / Funds Transfer.

4.3 In case the bid is accepted, the EMD so deposited by the successful bidder, against sale price shall be automatically adjusted towards purchase consideration as per the payment terms stipulated in the terms and conditions.

4.4 In case the bid is accepted and purchaser refuses/ fails to make further payment toward balance purchase consideration for any reason, the EMD so deposited shall be forfeited without prejudice to the rights of Kotak Mahindra Bank Ltd. to claim such further damages in this regard without further reference to the bidder/ purchaser.

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

5.1 All bids must be submitted in the prescribed form along with all required documents and KYC by online mode only. The bid must be submitted on before the appointed date and time. The intending bidders are advised to go through the website https://www.bankeauctions.com/ for detailed Terms and Conditions of E-Auction Sale, online E-Auction bid application form, Declaration etc., before submitting their bids for taking part in E-Auction Sale proceedings.

5.2 Duly filled and signed copy of this Terms and Conditions along with all documents, KYC and details regarding remittances of EMD shall be entered in the bid form as below, shall be scanned and uploaded at https://www.bankeauctions.com/ and copy forwarded to the Authorised Officer by email as mentioned in the E – Auction cum Sale Notice :

a) UTR Number for the payment of EMD along with Bank details;
b) Terms and Conditions of the Auction, duly signed by the bidder/s on each page;
c) Proof of identification / Photo Id Viz., Aadhar Card/ Voter ID/Driving License/Passport etc;
d) Current address proof for communication and contact details;
e) PAN card of the indenting purchaser;
f) Bank account details to which EMD to be returned;
g) Email ID of the bidder/s.

5.3 No telex/telegraphic / faxed/e-mail bids/offers will be accepted.

5.4 Incomplete bid, bids lesser than the Reserve Price or bids submitted with qualifying conditions or with conditions at variance with the terms and conditions of Auction/ Bid document are liable to be rejected summarily.

Signature of the Bidder/s

5.5 The service provider will declare the opening bid amount, which shall be visible to all bidders during the start of the e-auction. Any bidder can start bidding, in the online e-auction, only above the opening bid. Hence, the first online bid that comes in the system during the online e-auction shall be above the auction's opening bid, by increment of minimum of INR 1,00,000.00 (Rupees One Lakh Only) or in multiples thereof. The second online bid and onwards will have to be higher than the first online bid by one increment value, or higher by multiple of increment value.

5.6 The 'Bid – Increase/Increment Amount' has been fixed in respect of the said Property/ies ie. INR 5,00,000.00 (Rupees Five Lakhs Only). The bidders will have to increase the bid amount in multiple of "Bid- increase Amount" only.

5.7 The Online E - Auction shall be open for 1 hour between 01.00 pm to 02.00 pm on 05-11-2026. If a bidder places a bid in the last 5 minutes of closing of the E – Auction proceedings and if that bid gets accepted, then the E - Auction duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that auto extension shall be unlimited and will take only if a valid bid comes in last 5 minutes of closing. If a valid bid is not received the auto extension will not take place even if that bid might have come in last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-auction, the auction shall get closed automatically without any extension. However, bidder are advised not to wait till the last minute till the last few seconds to enter their bid during the auto extension period to avoid complication related with internet connectivity, network problems, system crashdown, power failure etc.,

5.8 The last valid bid at the time of closing of the online auction shall be considered to be the successful bid. The Successful Bidder/s shall be intimated of the same by the service provider/ Authorised Officer / Kotak Mahindra Bank Ltd. on closing of the auction by a confirming email.

5.9 The bid once submitted, cannot be cancelled / withdrawn and the successful bidder shall be bound to buy the said Property/ies at the final bid price. The failure on the part of the successful bidder to comply with any of the Terms and Conditions of E-auction Notice and Terms and Conditions will resort in forfeiture of the amount paid by the defaulting bidder.

6. PAYMENT SCHEDULE:

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

6.2 EMD of the successful bidder shall be adjusted against the sale consideration on issue of confirming email. The intimation to the bidder/ bidders concerned to having been declared successful in the auction sale will primarily be sent to them through e-mail mentioned in the bid form. The date of sending the email will be considered as the date of intimation.

6.3 The successful bidder shall deposit 25% of the purchase price less the amount of EMD 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/

Signature of the Bidder/s

email. On default of the payment of the 25% of the sale price or any part thereof, the EMD shall stand forfeited and the said property will be offered to the next highest bidder.

6.4 The Balance amount i.e., 75% of the sale consideration is to be paid within 15 days from the date of acceptance of the bid. In the event of the intending purchaser committed default in payment of the balance 75% of the sale price or any part thereof within the stipulated period or within the period as may be agreed by the AO in writing, the amounts paid by the intending Purchaser shall be forfeited by the AO. In any case/ the EMD paid by the defaulting intending Purchaser will not be refunded. The Defaulting Purchaser shall not have any claims to the property or to any part of the sum for which it may be subsequently sold.

6.5 The Purchaser has the option to give the full contracted amount (sale consideration) in advance and before the prescribed time period.

6.6 All taxes/ duty/ fees/ charges etc. as applicable and related to purchase of the said property shall be borne by the Purchaser.

6.7 If for any reason, whatsoever the sale cannot be confirmed or is set aside by any order of any Court or Tribunal, then in that event the entire purchase consideration paid be refunded to the Purchaser without any interest.

7. SALES TAX, DUTIES, CESS AND OTHER LEVIES

7.1 All the costs, charges, fees, duties, cess, taxes, arrears, etc. and any other type of levies as applicable any related to purchase of the said Property/ies shall be borne by the Purchaser. Sales tax, VAT, GST on the sale of movables, as applicable, shall also be borne by the Purchaser over and above the sale price. The bifurcation of the value between the immovable and movables if any will be disclosed by the AO to the Purchaser after the conclusion of E-Auction. The decision of the AO in this respect shall be final and binding.

1) 7.2 As per Section 194-IA of the Income Tax Act, 1961, TDS @1% shall be applicable on the sale proceeds, if the sale consideration is Rs. 50,00,000.00 (Rupees Fifty Lakhs only) and above. The Successful bidder/purchaser deduct and deposit 1% TDS, equally in the names of Mrs. P K Mary (having PAN Number AAPM6651K) Mr. Joseph Antony Alven(having PAN No. ACRPA5811A), Mrs. P A Baby (having PAN Number AAMPB0316Q) , Mrs. C O Leela (having PAN umber AACPL0354Q) and Mr. Tony Raphel (having PAN Number ACUPR1913R)to be borne by him from the sale price of the respective properties and deposit the same with Income Tax Department. Furthermore only 99% of the Sale price is to be remitted to the Bank. The Sale Certificate will be issued by the Bank, in favor of the Successful bidder/purchaser, only upon the receipt of Form 16B, Form 26QB and the Challan evidencing the deposit of such TDS.

8. DELIVERY PERIOD / POSSESSION:

8.1 After receipt of full and final payment in lieu of the total sale consideration of the said Property/ies, Kotak Mahindra Bank Ltd. will issue a "Sale Certificate" with respect to Property/ies put for sale as provided under Security Interest (Enforcement) Rules, 2002 of the SARFAESI Act, 2002, in favour of the Purchaser. No other deed and / or document will be issued by Kotak Mahindra Bank Ltd. Property/ies.

Signature of the Bidder/s

8.2 All other incidental charges (including but not limited to security charges or maintenance charges for preservation of the property under the present auction) will be borne solely by the highest bidder from the date of issuance of Certificate of Sale, which will have to be cleared / reimbursed to the Bank before registration of the Certificate of Sale. However at the sole discretion of the Authorised Officer, any just and reasonable delay will be considered for exemption, without setting any precedent for future.

9. FORCE MAJEURE:

The Authorised Officer and / or Kotak Mahindra Bank Ltd. shall not be liable for any failure or delay in performance due to any cause beyond their control including fire, floods, strikes, go-slow, lock-out, closure, pestilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, legal proceedings, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes and / or the existence of such cause or consequence may operate at the sole discretion of the Authorised Officer and / or Kotak Mahindra Bank Ltd. to extend the time of performance on the part of the Authorised Officer and / or Kotak Mahindra Bank Ltd. by such period as may be necessary to enable the Authorised Officer and / or Kotak Mahindra Bank Ltd. to effect performance after the cause of delays will have ceased to exist.

10. GOVERNING LAW / JURISDICTION:

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

11. GENERAL INFORMATION:

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

11.2 The Authorised Officer and / or Kotak Mahindra Bank Ltd. shall have the right to issue addendum to bid documents to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form a part of original invitation to bid.

11.3 In case the offer is not accepted, the bidder shall not be entitled to claim any costs, damages, charges, expenses incidental to or incurred by the bidder through or in connection with the submission of the offer even though the Authorised Officer and / or Kotak Mahindra Bank Ltd. may elect to withdraw the invitation to bid. Should all invitation to bid be withdrawn or cancelled by the Authorised Officer and / or Kotak Mahindra Bank Ltd. for which the Authorised Officer and / or Kotak Mahindra Bank Ltd. shall have the right to do so at any time, the Earnest Money paid by the bidders with the bid will be refunded to them in due course, without interest.

11.4 The bidders shall have no right to issue addendum to bid documents to clarify supplement or delete any of the conditions/clauses or items stated therein.

Signature of the Bidder/s

11.5 Unless otherwise specified all rates and prices in the bid form should be quoted both in figures and in words.

11.6 The bidders shall note that the above Terms and Conditions of bid may be altered by the Authorised Officer, if necessary.

11.7 Kotak Mahindra Bank Ltd. / the Authorised Officer reserve the right to reject any or all the bids without assigning any reason thereof.

11.8 The submission of the bid means and implies that the bidder has unconditionally agreed to and accepted all the above terms and conditions of the bid.

11.9 Intending bidder(s) may obtain any clarification required before biding. Submission of bid implies, the bidder(s) has obtained all the clarifications required and that he has agreed to all Terms and Conditions herein specified.

11.10 The decision of the Authorized Officer of Kotak Mahindra Bank Ltd. in the matter, arising out of this sale, shall be final in regard to all matters relating to the contract.

11.11 Bidders must ensure the following while submitting the bid:-

(A) All documents as listed hereinabove should be duly filled and properly uploaded at the time of submitting the bid.

(B) THAT THE BID SHOULD BE FILLED IN THE FORMAT OF BID ENCLOSED AT ANNEXURE – I & II.

(C) That every page of bid document is duly signed by the bidder before submitting the bid.

(D) That all alterations, erasers and or over-writing if any, in the schedule or Rates are duly authenticated by the bidders signature.

11.12 Bidder should state whether he/she is a relative of any Director(s) of Kotak Mahindra Bank Ltd. and / or any of the Secured Creditors or Bidder is a firm in which Director(s) or his relative of Kotak Mahindra Bank Ltd. and / or Secured Creditors is a partner or Bidder is a Company in which Director of Kotak Mahindra Bank Ltd. and / or Secured Creditors or his relatives are member(s) or Director(s).

11.13 Bidder should state whether he/she is a relative of Borrower /Mortgagor or any other group company / concern / firm wherein the Director(s) or Partner(s) have stake in such company / concern / firm.

12. OUTSTANDING DUES OF SECURED CREDITOR:

SECURED CREDITOR	Kotak Mahindra Bank Limited
BORROWER	M/s Focuz Corporations Pvt Ltd
MORTGAGOR/S & GUARANTOR/S	1) Mrs. P K Mary 2) Mrs. C O Leela 3) Mrs. P A Baby

Signature of the Bidder/s

	4) Mrs. P V Margeret 5) Mr. Joseph Antony Alven 6) Mr. N V Devassy 7) Mr. P T Jose 8) Mr. Joe Jose 9) Mr. Tony Rapheal 10) Mr. Franco Jose 11) Mr. N D Shyju
OUTSTANDING DUES	**Rs.29,94,52,751.80** (Rupees Twenty Nine Crore Ninety Four Lakh Fifty Two Thousand Seven Hundred and Fifty One and Paise Eighty Only) as on 01-06-2026 together with further interest and other charges thereon at the contractual rates upon the footing of compound interest until payment/realization.

13. <u>DETAILS OF THE ENCUMBRANCES KNOWN TO THE SECURED CREDITOR:</u>

13.1 Nil

14. <u>THE BID, LETTER OF APPLICATION AND INTENT ARE ENCLOSED AT ANNEXURE I & II.</u>

****

Signature of the Bidder/s

ANNEXURE – I

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

BID FORM

To,
The Authorised Officer
Kotak Mahindra Bank Limited
SAS Plaza, Veekshanam Road.
Ernakulam , Kerala 682035.

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

Details Of Immovable Property put for Auction	Reserve Price (INR)	Earnest Money Deposit (EMD) (INR)
All that piece and parcel of 24.27 acres of land in Kuttanchery Desom, Nelluvayi Village, Thalappally Taluk, Thrissur District out of which :- land admeasuring about 1.36 Acres in Sy No. 695/1 owned by Mrs.P K Mary as per sale deed no 99/1990 dated 25-01-1990 and bounded :- North – Vacant land, East – Plot, South – Pathway, West – Plot. land admeasuring about 5.42 Acres made up of 69 Cents in Sy No. 695/2 , 2.40 Acres in Sy No. 696/2 & 2.33 Acres in Sy No. 696/3 owned by Mr. Joseph Antony Alven (As legal heir of Margeret Alven) as per sale deed no 100/1/1990 dated 25-01-1990 and bounded :- North – Parambu, East – Parambu, South – Parambu, West – Parambu. land admeasuring about 4.23 Acres made up of 38 Cents in Sy No. 198/3 , 1.06 Acres in Sy No. 681/1, 37 Cents in Sy No. Sy No. 681/2 & 2.42 Acres in Sy No. 688, owned by MrsP A Baby as per sale deed no	Rs. 8,56,00,000.00 (Rupees Eight Crore Fifty-Six Lakhs only)	Rs. 85,60,000.00 (Rupees Eighty-Five Lakhs Sixty Thousand only)

Signature of the Bidder/s

136/1990 dated 30-01-1990 and bounded :-East – Properties in Sy.No. 695 and 590 parambu, South – Properties in Sy.No. 685,655, West - Properties in Sy.No. 198/2, 199/2, 655 & 590. land admeasuring about 1 Acres 61.75 Cents made up of 22.50 Cents in Sy No. 680/3 , 13.75 Cents in Sy No. 198/4, 25.50 Cents in Sy No. Sy No. 680/1, 53 Cents in Sy No. 590/727, 38 Cents in Sy.No. 680/2 & 9 Cents in Sy No 198/1 owned by Mrs. P A Baby as per sale deed no 137/1990 dated 30-01-1990 and bounded :- North – Properties in Sy.No.680/1 and various purambokku parambu, East – Properties in Sy. No. 680/2, property of Muhammad parambu, South – Properties in Sy No. 196, Kozhimadom vaka properties and Parambu, West - Properties in Sy No. 196 and various purmbokku Parambu. land admeasuring about 13.75 cents in Sy No. 198/4 owned by Mrs. P A Baby as per sale deed no 837/1990 dated 06-07-1990 and bounded :- North – Parambu, East : Parambu, South : Parambu, West : Parambu. land admeasuring about 6.16 Acres made up of 45 Cents in Sy No. 199/1 & 199/2 , 241 Cents in Sy No. 685, 114 Cents in Sy No. 200 , 104 Cents in Sy.No.197/2. 112 Cents in Sy.No.197/1 owned by Mr. Tony Raphel (as the legal heir of P V Margeret) as per document no. 98/1990 dated 25-01-1990 and bounded :- North : Property in Sy.No.203, 199 and parambu, East – Properties in Sy.No. 685, 199, 681 and Parambu, South – Properties in Sy.No. 590, 685, and Parambu West - Properties in Sy.No. 200 and Parambu		

Signature of the Bidder/s

land admeasuring about 5.07 Acres made up of 1.93 Cents in Sy No. 696/1 & 3.14 Acres in Sy No. 955/2 owned by Mrs. C O Leela as per sale deed no 101/1/1990 and bounded :- North : Parambu, East – Property in Sy.No. 696, South – Parambu West – Parambu.		

1	**Particulars of the Bidder/s**	
1.1	Full name of the bidder/s (in block letters)	
1.2	Bidders Registered Office/ place of business/ residence Address Telephone No. Mobile No. Whatsapp No. Email Address	
1.3	Whether the bidder is competent to contract under Indian Contract Act, 1872 as per Foreign Exchange Regulation Act, 1973/ Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)	Yes/ No
2	**Constitution of Bidder (Tick whichever is applicable)**	Public Limited Company Private Limited Company Partnership Individual Sole Proprietary Others (specify) (Furnish documents in support)
3	**Particulars of Bid**	
3.1	The price offered for the said Property/ies	Rs. _____ (Rupees_____ _____

_____

Signature of the Bidder/s

		_____ _____)
3.2	Bank name from which EMD is remitted	_____
3.3	UTR No.	
3.4	Date of EMD remittance	
3.5	Disclosure	The price offered for purchase of the said Property/ies is exclusive of any liabilities as mentioned in the bid document, and all liabilities in connection with the Property/ies put for sale shall be met by this Applicant in case the bid is successful.
3.6	Document attached to bid	(a)Terms and conditions of the Auction duly signed (b)Proof of identification / Photo Id (copy of any one) : (1) Aadhar Card (2) Driving License (3) Passport Etc (4) Other_____(Please specify) (5) Certificate of Incorporation (in case of Company / LLP / Partnership Firm) (c)Current Address proof for communication and contact details; (d) PAN Card/s of the intending Purchaser/s
4	**Details for return of EMD**	
4.1	Name of Bidder (as per account)	
4.2	Account no.	
4.3	IFSC Code	
4.4	Bank and Branch Details	

Certified that:-

In case our offer is accepted and if we fail to pay the amount in the manner to be specified by Kotak Mahindra Bank Ltd. in the Bid Document /Sale Confirmation Letter, the amount of Earnest Money Deposit and any further installments paid by us under this offer shall stand absolutely forfeited by The Authorised Officer and / or Kotak Mahindra Bank Ltd..

Signature of the Bidder/s

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

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

I/We have inspected the said Property/ies for which bid is being submitted I/we have accept all the terms and conditions as mentioned in bid document.

I/We are also aware and confirm that Kotak Mahindra Bank Ltd. or its Authorised Officer have not made any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to liabilities, encumbrances and dues. We have ascertained all liabilities, encumbrances and dues and have carried out our due diligence before submitting the bid/ offer. Kotak Mahindra Bank Ltd. or its Authorised Officer shall not liable for anything pertaining to the same.

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

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

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

I/We certify that I/ we am/are not a relative of Borrower /Mortgagor or any other group company / concern / firm wherein the Director(s) or Partner(s) have stake in such company / concern / firm.

We hereby declare that the information stated hereinabove is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Authorised Officer and / or Kotak Mahindra Bank Ltd. to reject our bid and/or to cancel the award of sale.

Dated :

Applicant's Signature/s		
Full Name/s		
Designation/s		

Signature of the Bidder/s

Name of the Company / Firm / Proprietor		
Address of the Company / Firm / Proprietor		

Signature of the Bidder/s

ANNEXURE – II

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

LETTER OF APPLICATION & INTENT

Date:_____

To,
The Authorised Officer
Kotak Mahindra Bank Limited
SAS Plaza, Veekshanam Road
Ernakulam, Kerala 682035.

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

Details Of Immovable Property put for Auction	Reserve Price (INR)	Earnest Money Deposit (EMD) (INR)
All that piece and parcel of 24.27 acres of land in Kuttanchery Desom, Nelluvayi Village, Thalappally Taluk, Thrissur District out of which :- land admeasuring about 1.36 Acres in Sy No. 695/1 owned by Mrs.P K Mary as per sale deed no 99/1990 dated 25-01-1990 and bounded :- North – Vacant land, East – Plot, South – Pathway, West – Plot. land admeasuring about 5.42 Acres made up of 69 Cents in Sy No. 695/2 , 2.40 Acres in Sy No. 696/2 & 2.33 Acres in Sy No. 696/3 owned by Mr. Joseph Antony Alven (As legal heir of Margeret Alven) as per sale deed no 100/1/1990 dated 25-01-1990 and bounded :- North – Parambu, East – Parambu, South – Parambu, West – Parambu. land admeasuring about 4.23 Acres made up of 38 Cents in Sy No. 198/3 , 1.06 Acres in Sy No. 681/1, 37 Cents in Sy No. Sy No. 681/2 & 2.42 Acres in Sy No. 688, owned by	Rs. 8,56,00,000.00 (Rupees Eight Crore Fifty-Six Lakhs only)	Rs. 85,60,000.00 (Rupees Eighty-Five Lakhs Sixty Thousand only)

Signature of the Bidder/s

MrsP A Baby as per sale deed no 136/1990 dated 30-01-1990 and bounded :-East – Properties in Sy.No. 695 and 590 parambu, South – Properties in Sy.No. 685,655, West - Properties in Sy.No. 198/2, 199/2, 655 & 590. land admeasuring about 1 Acres 61.75 Cents made up of 22.50 Cents in Sy No. 680/3 , 13.75 Cents in Sy No. 198/4, 25.50 Cents in Sy No. Sy No. 680/1, 53 Cents in Sy No. 590/727, 38 Cents in Sy.No. 680/2 & 9 Cents in Sy No 198/1 owned by Mrs. P A Baby as per sale deed no 137/1990 dated 30-01-1990 and bounded :- North – Properties in Sy.No.680/1 and various purambokku parambu, East – Properties in Sy. No. 680/2, property of Muhammad parambu, South – Properties in Sy No. 196, Kozhimadom vaka properties and Parambu, West - Properties in Sy No. 196 and various purmbokku Parambu. land admeasuring about 13.75 cents in Sy No. 198/4 owned by Mrs. P A Baby as per sale deed no 837/1990 dated 06-07-1990 and bounded :- North – Parambu, East : Parambu, South : Parambu, West : Parambu. land admeasuring about 6.16 Acres made up of 45 Cents in Sy No. 199/1 & 199/2 , 241 Cents in Sy No. 685, 114 Cents in Sy No. 200 , 104 Cents in Sy.No.197/2. 112 Cents in Sy.No.197/1 owned by Mr. Tony Raphel (as the legal heir of P V Margeret) as per document no. 98/1990 dated 25-01-1990 and bounded :- North : Property in Sy.No.203, 199 and parambu, East – Properties in Sy.No. 685, 199, 681 and Parambu, South – Properties in Sy.No. 590, 685, and Parambu West - Properties in Sy.No. 200 and Parambu		

Signature of the Bidder/s

land admeasuring about 5.07 Acres made up of 1.93 Cents in Sy No. 696/1 & 3.14 Acres in Sy No. 955/2 owned by Mrs. C O Leela as per sale deed no 101/1/1990 and bounded :- North : Parambu, East – Property in Sy.No. 696, South – Parambu West – Parambu.		

Sir / Madam,

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

   Name of the Person/s : _____ _____

   Address : _____

   Phone No. : _____

   Mobile / Whatsapp No. : _____

   Email id : _____

5. This application is made with full understanding that:

   a) Bids will be subject to verification of all information submitted at the time of biding.

_____

Signature of the Bidder/s

b) The Authorised Officer/Kotak Mahindra Bank Ltd. reserves the right to reject or accept any bid, cancel the biding process, and/or reject all Bids.

c) The Authorised Officer and / or Kotak Mahindra Bank Ltd. shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.

6. I/We, the undersigned declare that the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every way.
7. I/We have read the terms and conditions of the offer detailed in Bid document and are willing to abide by them unconditionally.

Name_____

Name_____

For and on behalf of

_____
(Name of Applicant)

_____
Signature of the Bidder/s