



North Eastern Development Finance Corporation Ltd
Regd. Office: NEDFi House, G.S.Road, Dispur, Guwahati – 781006
Ph: 91 361 222 22 00, Fax: +91 361 223 77 33 / 223 77 34

DRPC No. 3198 of 2018 ARISING OUT OF O.A. No. No. 323/2017

North Eastern Development Finance Corporation Ltd. (NEDFi)
vs
M/s Kakoti Engineering Works and others

PROCLAMATION OF SALE

Whereas the Recovery Certificate registered as DRPC No. 3198 of 2018 arising out of OA No. 323/2017 [North Eastern Development Finance Corporation Ltd. (NEDFi) vs M/s Kakoti Engineering Works and others] for recovery of a sum of Rs. 17,90,82,964.72 **(Rupees Seventeen Crores Ninety Lakhs Eighty Two Thousand Nine Hundred Sixty Four and paise Seventy Two Only) + interest other legal charges** against Certificate Debtors jointly and severally along with pendente lite and future interest @ 13.50 % per annum from date of filing of the original application till realization along with cost and recoverable from following certificate debtors jointly and severally.

M/s Kakoti Engineering Works, A.T. Road, Sivasagar, Pin-785 640, **(ii) Mr. Ripendra Prasad Kakoti**, Partner: M/s Kakoti Engineering Works, A.T. Road, Sivasagar , Pin-785 640, Assam; **(iii) Smt. Rashna Kakoti**, Partner: M/s Kakoti Engineering Works, A.T. Road, Sivasagar , Pin-785 640, Assam; **(iv) Smt. Deepa Kakoti**, Partner: M/s Kakoti Engineering Works, A.T. Road, Sivasagar , Pin-785 640, Assam; **(v) Shri Rohit Prasad Kakoti**, Partner: M/s Kakoti Engineering Works, A.T. Road, Sivasagar , Pin-785 640, Assam; **(vi) Smt. Lupamudra Kakoti**, Partner: M/s Kakoti Engineering Works, A.T. Road, Sivasagar , Pin-785 640, Assam; **(vii) Shri Piyush Jain (S/o Late D C Jain)**, M/s Kakoti Engineering Works, A.T. Road, Sivasagar , Pin-785 640, Assam **(viii) Shri D.P. Agarwalla**, M/s Kakoti Engineering Works, A.T. Road, Sivasagar, Pin-785 640, Assam; **(ix) M/s Kakoti Engineering Works Pvt. Ltd.**, A.T. Road, Sivasagar, Pin-785 640, Assam.

That vide Order dated 09.02.2022 and 13.06.2023 passed by the Ho'nble Debts Recovery Tribunal, Guwahati in DRPC No. 3198 of 2018 arising out of OA No. 323/2017 allowed North Eastern Development Finance Corporation Ltd. (NEDFi) to sale the hypothecated Gas Gen Set/s kept at M/s Kakoti Engineering Works, A.T. Road, Sivasagar, Pin-785 640.

Accordingly, Notice is hereby given that the property described in the schedule below shall be sold by the undersigned **by e-auction on 20.07.2023 at 11:00 hours (11 A.M.) up to 12:00 hours (12 Noon.)** with auto time extension of 5 (five) minutes, till sale is conducted on the e-auction platform **<http://drt.auctiontiger.net>** of the e-auction service provider M/s. E-Procurement Technologies Pvt. Ltd, B-705, Wall Street – II, Orient Club, Ahmedabad – 380006 on "As is where is", "As is what is", and "Whatever there is" basis.

4. **Terms and Conditions of Sale:**

(A) The Reserve Price: The reserve price of the entire property is fixed at **Rs. 1,58,36,350/-** (Rupees One Crore Fifty-Eight Lakhs Thirty-Six Thousand Three Hundred Fifty Only).

(B) Earnest Money Deposit (EMD): EMD (10 % of the Reserve Price) is fixed at **Rs. 15,83,635/- (Rupees Fifteen Lakhs Eighty-Three Thousand Six Hundred Thirty Five Only)**. The intending purchasers are required to pay Earnest Money deposit in form Demand Draft / Pay Order / NEFT / RTGS in favour of “Authorized Officer, NEDFi, Guwahati, at A/c 10055610554, State Bank of India , GMC Branch, Bhangagarh, IFSC Code. SBIN0007700 **on or before 14.07.2023 UPTO 4:00.PM.**

(C) Bid Increment: Incremental bid value for the sale is fixed at **Rs.50,000/-** (Rupees Fifty Thousand Only) **or in multiple thereof.**

(D) Submission of bid: Bids in the prescribed format given in the Annexure I & II shall be submitted to the Authorized Officer, NEDFi, Guwahati **on or before 14.07.2023 UPTO 4:00.PM along with proof of EMD.** However, bidders are also allowed to submit duly signed and filled up bid form and declaration in **PDF Format** along with proof of EMD to the Authorized Officer, NEDFi, Guwahati to his official e-mail ID satyajit@nedfi.com **within the above mentioned date and time.** No bid will be accepted after the said date and time. Bidders are required to furnish following documents before the Recovery Officer II for registration of bidder:-

- (i) Demand Draft of EMD amount or receipts against deposit of EMD amount by e-payment.
- (ii) Duly filled up and signed **“ON LINE E-AUCTION BID FORM”** and **“DECLARATION”** as given in the Annexure I & II.
- (iii) Copy of PAN Card and address proof as given in sub-clause (e) herein below.
 - (a) Bidders staying abroad / NRIs / PIOs may file the bid online and a hard copy of the same along with other requisite documents shall be sent by post so that it reaches to the Authorized Officer, NEDFi, Guwahati within the stipulated time.
 - (b) **Bids form shall be duly filled in with all the relevant details.**
 - (c) Bidders staying abroad/NRIs/PIOs/Bidders holding dual citizenship must submit a photocopy of his/her valid Indian Passport.
 - (d) Incomplete/unsigned bids without EMD remittance details will be summarily rejected. NRI Bidders must necessarily enclose a photocopy of his/her Passport and route their bid duly endorsed by Indian Mission.
 - (e) Only copy of PAN Card, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued by Govt. and PSU will be accepted as the identity document and should be submitted along with the bid form. Similarly, only copies of Passport, Voter's ID, Valid Driving License, Electricity Bill, Telephone Bill, Domestic Gas Bill and Bank Pass Book with full address will be accepted as proof of residence, and should be submitted along with the bid form.
 - (f) Original Identity Document and Proof of Residence Document, copy of which is submitted along with the bid form must be produced on demand.
 - (g) At the sale, the public generally are invited to offer/bid either personally or by duly authorised agent. No offer or other person, having any duty to perform in connection with the sale shall, however, either directly or indirectly offer/bid for acquire or attempt to acquire any interest in property sold. All bidders must necessarily provide documentary proof of identity and address viz. Passport, PAN card etc. at the time of registration with the Authorized Officer, NEDFi, Guwahati. The Authorized Officer, NEDFi, Guwahati in turn will authorize the e-auction vendor

M/s. E-procurement Technologies Ltd, to register their names, allot ID & password for bidding & arrange for their training.

(E) The property will be put up for sale as specified in the schedule.

(F) The sale shall be subject to the conditions prescribed in the Second Schedule to the Income Tax Act, 1961 and the rules made there under, provisions whereof are applicable under Section 29 of the Recovery of Debts due to Bank and Financial Institution Act, 1993, and **to the following further conditions:**

(i) The particulars specified in the annexed schedule have been stated to the best of the information of the undersigned, but the undersigned shall not be answerable for any error, misstatement or omission in this proclamation.

(ii) **The properties will not be sold below the reserve price.**

(iii) The highest bidder shall be declared to be the successful purchaser of the property put on sale provided that he is legally qualified to bid and provided further that the amount bid by him is not less than the reserve price it shall be in the discretion of the undersigned to decline acceptance of the highest offer/bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.

(iv) For reasons recorded, it shall be in the discretion of the Officer conducting the sale to adjourn it subject to the provisions of the second Schedule to the Income Tax Act, 1961.

(v) **The person declared to be the successful bidder shall pay immediately after such declaration, a deposit of twenty-five percent (less amount of EMD) of the amount of his purchase money** through DEMAND DRAFT/ EFT/NEFT/RTGS in favour of **"The Authorized Officer, NEDFi, Guwahati, at A/c 10055610554, State Bank of India , GMC Branch, Bhangagarh, IFSC Code. SBIN0007700"** and, **in default of such deposit, the property shall forthwith be put up again and resold.** However, if the banking hour becomes over after the conclusion of the sale, the successful bidder shall deposit 25% of the amount (less amount of EMD) on the next date within the normal banking hours. The balance amount of the purchase money shall be paid by the successful purchaser on or before the 15th day from the date of the sale of property, exclusive of such day, or if the 15th day be a Sunday or other holiday, then on the first office day after the 15th day through EFT/NEFT/RTGS transfer to **"The Authorized Officer, NEDFi, Guwahati, A/c 10055610554, State Bank of India , GMC Branch, Bhangagarh, IFSC Code. SBIN0007700"**. **In default of payment within the period mentioned above,** the property shall be resold, after the issue of fresh proclamation of sale. The deposit, after defraying the expenses of the sale, may, if the undersigned thinks fit, be forfeited to the government and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may subsequently be sold.

(vi) The property shall be sold by the way of online auction. The e-auction service provider will provide all necessary training and assistance before commencement of on line bidding on Internet without cost to buyer. Business rules like event date, time, start price, bid increment, extensions, etc. also will be communicated through service provider for compliance. **The bidders are directed to contact, Contact Nos: 9265562818/9265562821/6352634834 of M/S e-Procurement Technologies Pvt. Ltd. (Auctiontiger),** Head Office: B-7705, Wall Street II, Opp. Orient Club, Near Gujrat College, Ellis Bridge, Ahmedabad -380 006 Gujrat (India). E-Mail: support@auctiontiger.net & ramprasad@auctiontiger.net.

(vii) To participate in online auction buyer need not to have valid Digital Signature. **The provision of digital signature is dispensed with for bidders who are citizen of India.** However, for persons residing abroad/NRIs/PIOs etc. registration of Digital Signature is compulsory and for such purpose interested bidders may contact the e-auction vendor.

(viii) Buyer shall be quoting from their own place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves.

(H) Caution to the Bidders:

(i) Properties to be sold on as it is and where it is /on what it is/ whatever it is and no compliant basis.

(ii) Bidders are advised / cautioned to verify the SRO as well as the Revenue Records and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, customs duty if any, etc over the property before submitting their bids.

(iii) Bidders are advised to go through all the terms and conditions of sale given in this proclamation of sale and also in the corresponding public sale notice in the newspapers before submitting the bid and participating in the public auction.

(iv) Statutory dues/liabilities etc., due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).

(v) **Inspection of Title Deeds:** Bidders may inspect and verify the title deeds and other documents relating to the property available with NEDFi.

(vi) **Inspection of the property:-**Property can be inspected on appointment with the **Sri Satyajit Nath, Law officer, NEDFi** (Mobile Number: 9854028205). **The inspection of property put on auction will be permitted to interested bidders at sites on 23.06.2023 and 07.07.2023 from 11.00 AM to 1.30 PM.**

Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, extent, etc of the property. Bidders are bound by the principle of caveat emptor (Buyer Beware). Complaints, if any, in the matter of inspection shall immediately be brought to the notice of the Authorized Officer, NEDFi, Guwahati.

(I) Declaration of Successful Bidder:

(i) Highest bid will be provisionally accepted on “subject-to-approval” basis and the highest bidder shall not have any right/title over the property until the sale is confirmed.

(ii) Highest bidder will be declared the successful bidder and order in this respect will be passed by the Recovery Officer on receiving report from the e-auction service provider.

(iii) Bidders are expected to take efforts to collect the copy of the order from the office of the Tribunal. Non-receipt of intimation should not be an excuse for default/non-payment.

(J) Default of Payment:

(i) Default of payment of 25% of bid amount (less EMD) as mentioned in para (xi) (a) hereinabove and the balance 75% of bid amount within the stipulated time, shall render automatic cancellation of sale by the highest bidder without any notice to the highest bidder.

(ii) The EMD, after defraying the expenses of sale, etc., will be forfeited, at the discretion of the Authorized Officer, NEDFi, Guwahati, either in full or part.

(iii) In case of default payment by the highest bidder, the Recovery Officer, in its sole discretion and if the difference is less than by one bid incremental value, may offer the property to the next highest successful bidder/ bidders and in such an event, the said highest bidder/ bidders may conclude the sale in their favour by depositing their highest bid amount in accordance with the terms and conditions of sale.

(iv) **Extension of time period for payment of 75% of the bid amount shall not be granted in general.**

(v) There shall be no fresh sale notice if the sale is postponed for a period less than 30 days.

(K) Confirmation of Sale:

(i) The sale held in favour of the successful bidder, in normal circumstances, will be confirmed, on compliance of all terms and conditions of sale, on the expiry of 30 days from the date of auction sale.

(ii) Sale will not be confirmed if the defaulter satisfies the Recovery Officer within 30 days of the sale that the Recovery Certificate has been fully satisfied as provided under rule-60(1)(b) of Second Schedule to the Income Tax Act.

(iii) Confirmation of sale will not be made pending operation of any stay/injunction/restraint order passed by the higher authorities/court against confirmation/ sale.

(iv) The deposit made by the successful-bidder, pending confirmation of sale, will be kept in an no lien interest bearing fixed deposit account by the Authorized Officer, NEDFi, Guwahati.

(v) No request for return of deposit either in part or full by the highest bidder will be entertained, until and unless the sale is cancelled.

(vi) Payment of Stamp Duty, etc: The sale attracts Stamp Duty, Registration Charges, etc. as per relevant laws.

(L) Sale Certificate:

(i) Sale Certificate will be issued only in the name/names of the bidders whose name/names are mentioned in the bid form.

(ii) No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.

(iii) Sale Confirmation/Sale Certificate shall be collected in person or through an authorized person.

(M) Return of EMD: EMD of unsuccessful bidders will be returned by the undersigned within three working days after the sale is concluded by e-payment only.

(N) Stay/Cancellation of Sale:

(i) In case of stay of further proceedings by any higher judicial forum, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.

(ii) Default in payment of 25% of the purchase price or the balance purchase price with poundage fee within the stipulated/extended time will result in cancellation of sale.

(iii) The purchaser may within 30 days of the sale, apply for setting aside the sale on the ground that the certificate debtor had no saleable interest in the property sold.

(O) Delivery of Title Deeds:

(i) Successful bidder/Auction Purchaser, on receipt of order of confirmation, shall contact the NEDFi/Certificate Holder Corporation for delivery of title deeds and other documents related to the property.

(ii) In case of personal property of the defaulter, only certified copies of the title deed will be issued.

(P) Delivery of Possession: All expenses and incidental charges thereto shall be borne by the auction purchaser. In desirable cases the delivery of possession will be dealt by the Authorized Officer, NEDFi as per provisions laid down under Part V Rule 39 to 43 of The Income Tax (Certificate Proceedings) Rule, 1962.

(Q) Other Conditions:

(i) No officer or other person having any duty to perform in connection with any sale, either directly or indirectly, bid for, acquire or attempt to acquire any interest in the property sold.

(ii) No counter-offer/conditions by the bidder and/or successful-bidder will be entertained.

- (iii) The Authorized Officer, NEDFi will be at liberty to amend/ modify/ delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case.
- (iv) The Authorized Officer, NEDFi reserves the right to accept or reject all or any bid or bids and to postpone or cancel the sale after recorded reasons in writing.
- (v) Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.
- (vi) The sale will be of the property of the Certificate Debtor(s) as mentioned in the Schedule below; and the liabilities and claims attaching to the said property, so far as they have been ascertained, are those specified in the schedule.

(R) Technical Terms and Conditions of Online Auction Sale

1. Prospective bidder shall have a valid e-mail ID.
2. Only upon verification of the bid form and confirmation of remittance of EMD, the User ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
3. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
4. Bidders are advised to change the password immediately on receipt from the Service Provider.
5. Time Extension:
If any market leading bid (bid higher than the highest at the point in time) is received within the last three minutes of closing time, the time of auction sale will get automatically extended by another three minutes and subsequently, if no further bid, higher than the last quoted highest bid is received within the said extended three minutes, the auction sale will automatically closed at the expiry of the extended three minutes.
6. Training:
The online Service Provider will provide training “online” if required by the bidders at a mutually convenient date and time before the auction.
7. Bids:
All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
8. The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders. The bidder with the highest offer/ bid does not get any right to demand acceptance of his bid.
9. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Authorized Officer, NEDFi, Guwahati. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
10. The intimation to the bidder/ bidders concerned of having declared successful in the auction sale will primarily be sent to them through e-mail. The date of sending the e-mail will be considered as date of intimation.
11. If no intimation reaches for reasons beyond the control of NEDFi/Tribunal, the bidders are required to take efforts to ascertain the status. Non receipt of intimation shall not be a ground for non-payment or delayed payment. Bidders must therefore keep a watch on their incoming e-mail. The NEDFi/Tribunal

will not be liable for wrong e-mail id registered by the bidder or for return of the mail for mailbox being full.

12. Demo/mock auction:
 - (a) For bidders who have indicated non-familiarity with e-Auction, training on a DEMO/ MOCK Auction will be arranged in a manner and on such date as may be specified in the Schedule Programme. Only those Bidders who have registered themselves for the Auction by submitting the "Declaration Form" and have also paid the EMD can participate in this Mock Auction. No training will be given during the actual e-Auction.
 - (b) A note of caution for the Bidders: Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.
13. Confidentiality:
 - (a) The online Service Provider, the official of the bank, including their men, agents, servants, etc., facilitating the e-auction sale, shall maintain absolute strict confidentiality of the particulars of the bidders participating in the on-line sale.
 - (b) Breach of confidentiality, if noticed, will result in cancellation of sale and appropriate action.
14. The online Service Provider shall submit the Authorized Officer, NEDFi, Guwahati as and when called for the "The Third Party Audit" certificate as per CVC norms on the software employed and used for the DRT auction-sales.

SCHEDULE OF PROPERTY

Gas Zen Sets: **200KVA-2 nos, 450KVA-7 Nos, 380KVA- 9 Nos., 600 KVA-2 Nos,** kept at M/s Kakoti Engineering Works, A.T. Road, Sivasagar , Pin-785 640 (Details Attached).

Information on encumbrances on the property :

1. Revenue assessed upon the property or any part thereof: No information is available.
2. Details of any encumbrances to which the property is liable: To the best of the knowledge and information of the Authorized Officer no other encumbrance exist on the property, except custom duty. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of properties put on auction and claims/rights/dues/ affecting the property, prior to submitting their bid. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment of any representation of the Corporation. The property is being sold with all the existing and future encumbrances whether known or unknown to the Corporation. The Authorized Officer, NEDFi, Guwahati shall not be responsible in any way for any third party claims/rights/dues.

Given under my hand and seal at this 16^h day of June, 2023.

(Authorized Officer)
NEDFi, Guwahati

ANNEXURE_I

North Eastern Development Finance Corporation Ltd
Regd. Office: NEDFi House, G.S.Road, Dispur, Guwahati – 781006
DRPC No.3198 of 2018
Case No. OA/323/2017.

AUCTION BID FORM

(Read the terms and conditions of sale carefully before filling-up and submitting the bid)

1. Name(s) of Bidder (in Capital):
2. Father's/Husband's Name:
3. Postal Address of Bidder(s):
4. a. Phone/Cell Number:
- b. E-mail ID:
5. Bank Account details to which EMD amount to be returned in case required:
 - i) Bank A/c. No.:
 - ii) IFSC Code No.:
 - iii) Branch Name:
6. Date of submission of bid:
7. PAN / TAN Number:
8. Whether EMD deposited: Yes/No.
9. EMD remittance details:
Date of remittance _____
Name of Bank _____
Branch _____
D. D./UTR No.. _____

I declare that I have read and understood all the terms and conditions of auction sale and shall abide by them. I also undertake to improve my bid by at least one bid incremental value notified in the sale notice if I am the sole successful-bidder.

(Signature of the Bidder)
Date: _____

ANNEXURE-II

DECLARATION

Date: _____

To:

The Authorized Officer,
 North Eastern Development Finance Corporation Ltd
 Regd. Office: NEDFi House, G.S.Road, Dispur, Guwahati – 781006
 Ph: 91 361 222 22 00, Fax: +91 361 223 77 33 / 223 77 34

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our bid and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Tribunal and the Tribunal will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our bid for purchase of the assets is accepted by the Tribunal and I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.
5. I/We understand that in the event that the successful Bidder fails to comply with the Terms and Conditions of the Sale and the Tribunal in its sole discretion offers the Asset(s) to me/us to our highest offered bid then I/We are unconditionally bound to comply with the Terms and Conditions of Sale. And in the event of I/we failing to comply with the same, I/We agree that the Tribunal is entitled to forfeit the EMD deposited. I/We also understand that the EMD of all Bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the assets. I/we state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.
6. The decision taken by Recovery Officer of this Tribunal in all respects shall be binding on me/us.
- 7 I also undertake to abide by the additional conditions, if any, announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Signature:.....

Name:.....

Address:.....

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