

[Appendix - IV-A]

[See proviso to rule 8 (6) read with rule 9(1)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTY

DATE OF E-AUCTION: 1st August 2022

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with provision to Rule 8 (6) read with Rule 9(1) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the below mentioned Borrower(s) and Personal Guarantor (s) named hereinafter that the below described immovable property is mortgaged/charged to the Secured Creditor & **symbolic possession** of which has been taken by the Authorized Officer of Omkara Assets Reconstruction Pvt. Ltd. on 14th January 2021.

Borrower & its guarantors was availed a credit facility from United Bank of India & by Assignment Agreement dated 30th December 2017, United Bank of India (Now Punjab National Bank) has absolutely assigned & transferred his all rights pertaining to the credit facility provided to Borrower(s)/ Personal Guarantor (s) in toto in favor of M/s Omkara Assets Reconstruction Private Limited (OARPL) who is acting in the capacity of the Trustee of Omkara PS 09/2017-18 Trust.

Accordingly, OARPL is entitled to recover the dues and enforce the securities. Therefore, immovable property whose description is mentioned below will be sold in exercise of rights and powers given under the provisions of **The SARFAESI Act & The Security Interest(Enforcement) Rules** as amended time to time; on "As is where is", "As is what is", and "Whatever there is" and "Without recourse Basis" through e-auction scheduled on **1st August 2022 at 1.00 PM (last date and time for submission of bids is 30.07.2022 before 4.00 PM)**, for recovery of amount shown below in respective column due to OARPL as Secured Creditor from respective Borrower(s) and Personal Guarantor (s) shown below. The Reserve Price and the earnest money deposit for respective property has been mentioned below in respective column.

The description of Borrower(s) & Personal Guarantor (s) with description of the immovable property and known encumbrances (if any) are as under: -

Name of Borrower(S) and Personal Guarantor(s)	Date of Demand Notice & Amount	Description of immovable properties	Reserve Price	Inspection Date and Time
			EMD	
1. M/s AMS Educational Trust (Borrower)	Notices issued on 16 th July 2019 Calling borrower & Guarantors to pay Rs. 11,53,80,775/- (Rupees Eleven Crores fifty-three lacs eighty thousand seven hundred seventy-five only) along with future interest & expenses till date of actual payment.	As Per Annexure 1	Reserve Price	Date: 29.07.2022
Rs.877.90 lacs (Rupees Eight Crore Seventy-Seven Lakhs Ninety Thousand only)			Time: 1PM to 2 PM	
EMD: -			Minimum Bid Increment	
Rs. 87.79 Lacs (Rupees Eighty-Seven Lakhs Seventy-Nine Thousand only)			Amount: -	
			Rs.1,00,000/- (Rupees One lac Only)	

TERMS & CONDITION OF THE SALE THROUGH E-AUCTION: For detailed terms and conditions of the sale please refer to the link provided in Secured Creditor's (OARPL) website i.e., <http://omkaraarc.com/auction.php> or website of service provider i.e., <https://www.bankeauctions.com>

STATUTORY NOTICE FOR SALE UNDER Rule 8(6) / Rule 9(1) OF STATUTORY INTEREST (ENFORCEMENT) RULES ,2002

This notice is also a mandatory Notice of 30 (Thirty) days to the Borrower(s) & Personal Guarantor (s) of the above loan account under Rule 8 (6) read with Rule 9 (1) of Security Interest (Enforcement) Rule, 2002 and provisions of Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, informing them about holding of auction/sale through e-auction on the above referred date and time with the advice to redeem the assets if so desired by them, by paying the outstanding dues as mentioned herein above along with cost & expenses. In case of default in payment, the property shall at the discretion of the Authorized Officer/Secured Creditor be sold through e-auction as prescribed under Rule 8 (5) of Security Interest (Enforcement) Rule, 2002.

Date: 29.06.2022

Place: Delhi

Sd/-
Authorized Officer, Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as a Trustee of Omkara PS 09/2017-18 Trust)

ANNEXURE -1 (DESCRIPTION OF IMMOVABLE PROPERTIES)

- a) All that the piece or parcel of Danga/Brick Field land measuring an area of 21 decimal more or less comprised in R.S. & L.R. Dag No. 152 under L.R. Khatian No. 120, 21, 232, 250 & 44 within Mouza-Rangapur, J.L. No. 12, Re-sa No. 193 under Touzi No. 146, within P.S. Barasat, ADSRO Kadambagachi having rayati possessory rights within the local limits of Ichapur Nilgunge Gram Panchayat. The property is butted and bounded as under

North: Dag No. 151

South: Dag No. 164

East : Dag No. 165

West: Dag No. 219 and 204

- b) All that the piece or parcel of Danga land measuring more or less 20 (twenty) cottahs 6 (six) chittaks 32 (thirty two) sq. ft. Out of the total land measuring 100 (one hundred) shataks in Mouza- Rangapur, J.L. No. 12 within the Collectorate of North 24 Parganas, Record of Right Rayat in R.S. Khatian No. 74 and 29, R.S. Dag No. 164 and 166 i.e. in Dag No. 164 land measuring 18 cottah 9 chittak 18 sq. ft. out of 67 shataks equivalent to 2 Bighas 8 chittaks 25.2 sq. ft. more or less and in Dag No. 166 land measuring 1 cottah 13 Chittaks 14 sq. ft. out of 33 shatak equivalent to 1 Bigha more or less under P.S. Barasat, Dist- North 24 Parganas. The property is butted and bounded as under:

North: Vendor's Land

South: Vendor's Land

East: Dag No. 166

West: Mouza Selarhat

- c) All that the piece or parcel of Sali/Itkhola land measuring an area of 42 decimal (land measuring as areas about 24 decimal in Dag No. 156/204 and land measuring an area about 18 decimal in Dag No. 153/205) lying and situated at Mouza- Selarhat, J.L. No. 13 under Khatian No. 42 & 280 corresponding to L.R. Khatian No. 382, 383 & 380, Dag No. 156/203, within P.S. Barasat, District North 24 Parganas, ADSRO Kadambagachi having Rayati possessory rights within the local limits of Ichapur Nilgunge Gram Panchayat.

The property is butted and bounded in Dag No. 156/204 as under:

North: Dag No. 153, 205 & 219

South: Dag No. 203

East: Dag No. 164 & 152 of Rangapur Mouza

West: Dag No. 154 & 155

The property is buttes and bounded in Dag No. 153/205 as under:

North: Dag No. 207 and 218

South: Dag No. 204

East: Dag No. 219

West: Dag No. 206 & 153

- d) All that the piece or parcel of Sali/Itkhola land measuring an area of 39 decimal lying and situated at Mouza- Selarhat, J.L. No. 13 under Khatian No. 59 corresponding to L.R. Khatian No. 382, 383 & 380, Dag No. 156/203, within P.S. Barasat, District North 24 Parganas, ADSRO Kadambagachi having Rayati possessory rights within the local limits of Ichapur Nilgunge Gram Panchayat. Property is butted and bounded as under:

North: Dag No. 155 and 204

South: Others Land

East: Dag No. 152 of Rangaur Mouza

West: Dag No. 155 and others land

- e) All that the piece or parcel of Danga/Itkhola land measuring an area of 19 decimal lying and situated at Mouza- Selarhat, J.L. No. 13 under Khatian No. 381, Dag No. 153/219, within P.S. Barasat, District North 24 Parganas, ADSRO Kadambagachi having Rayati possessory rights within the local limits of Ichapur Nilgunge Gram Panchayat. Property is butted and bounded as under:

North: Dag No. 218

South: Dag No. 156/204

East: Dag No. 151 & 152 of Rangapur Mouza

West: Dag No. 156/205

- f) All that the piece or parcel of Danga land measuring more or less 20 (twenty) cottahs out of the total land measuring 88 shataks in Mouza- Rangapur, J.L. No. 12 within the Collectorate of North 24 Parganas, Record of Right Rayat in R.S. Khatian No. 74 and 75, R.S. Dag No. 152 and 164 i.e. in Dag No. 152 land measuring 12 cottah 8 chittak 32 sq. ft. out of 21 shataks equivalent to 12 cottah 11 chittaks 12.6 sq. ft. more or less and in Dag No. 164 land measuring 7 cottah 7 Chittaks 13 sq. ft. out

of 67 shatak equivalent to 2 Bigha 8 chittak 25.2 sq. ft. more or less under P.S. Barasat, Dist- North 24 Parganas. The property is butted and bounded as under:

North: Vendors Land

South: Vendors Land

East: Dag No. 165

West: Mouza Selarhat

- g) All that the piece or parcel of Sali/Pukur land measuring an area of 13.33 decimal lying and situated at Mouza- Selarhat, J.L. No. 13 under Khatian No. 32 corresponding to L.R. Khatian No. 342, RS & LR Dag No. 154, within P.S. Barasat, District North 24 Parganas, ADSRO Kadambagachi having Rayati possessory rights within the local limits of Ichapur Nilgunge Gram Panchayat. Property is butted and bounded as under:

North: Dag No. 153

South: Dag No. 155

East: Dag No. 204

West: Portion of 154 Dag (vendor's khas)

- h) All that piece or parcel of Danga/Brick Field land measuring an area of 44 decimal more or less comprised in R.S. & L.R. Dag No. 151 under L.R. Khatian No. 414, 413 & 412 within Mouza- Rangapur, J.L. No. 12, Re-sa No. 193 under Touzi No. 146, within P.S. Barasat, ADSRO Kadambagachi having rayati possessory rights within the local limits of Ichapur Nilgunge Gram Panchayat. The property is butted and bounded as follows:

North: Dag No. 145

South: Dag No. 152

East: Dag No. 165

West: Dag No. 21

Along with construction over aforementioned land parcels.

TERMS & CONDITIONS FOR E-AUCTION SALE – ACCOUNT NAME – AMS EDUCATIONAL TRUST:

1. The auction sale will be conducted online through the auctioneer portal www.bankeauctions.com on “As is where is”, “As is what is” “whatever there is” and “Without Recourse Basis”.
2. The secured assets will not be sold below Reserve Price. All statutory dues/ attendant charges/other dues including registration charges, stamp duty, taxes, RWA dues etc. shall have to be borne by the successful bidder.
3. Property under the consideration is put for auction excluding the inventory, if any lying within the property and OARPL shall have the right to put such inventory for auction separately later.
4. The last date for payment of EMD, and submission of Bid Form & Documents to Authorised Officer is 30.07.2022 up to 4.00 PM at B-219, Ansal Chamber 1, Bhikaji Cama Place, New Delhi-110066 or at email id sarthak.jindal@omkaraarc.com.
5. To the best of our knowledge and information available on record with us, there is no encumbrance on the property. However, the intending bidders should make their own independent due diligence and inquiries regarding the encumbrances, title of property put on auction and claims/ rights/ dues/ effecting the property, prior to submitting their bid. The E-Auction advertisement does not constitute and shall not be deemed to constitute any commitment or any representation of the OARPL. The property is being sold with all the existing and future encumbrances whether known or unknown to the OARPL.
6. The successful bidder shall deposit 25% of bid amount (after adjusting EMD) immediately i.e., on the same day but not later than the next working day and balance 75% amount must be paid within 15 days from the date of confirmation of sale. On failure to pay the sale price as stated all deposits including EMD shall be forfeited without further notice. However, extension of further reasonable time to make the balance 75% payment in exceptional situations shall be at sole discretion of authorized officer and subject to terms & conditions as may be agreed upon in writing between the purchaser and the secured creditor in accordance with applicable provisions of law.
7. Property will be sold to bidder quoting the highest bid amount. Inter-se bidding will be at sole discretion of Authorised Officer. However, the Authorized Officer has the absolute power and right to accept or reject any tender/bid or adjourn/ postpone the sale without assigning any reason whatsoever thereof.
8. The bid once submitted cannot be withdrawn and the bidder is liable to purchase the property for the quoted price in case the same is the highest bid, failing which EMD shall be forfeited.
9. Interested parties are advised to independently verify the area of land, building and other details. Secured Creditor do not take any responsibility for any errors / omissions / discrepancy / shortfall etc. in the Secured Asset or for procuring any permission, etc. or for the dues of any authority established by law.
10. The interested bidders shall submit their EMD details and documents through Web Portal: www.bankeauctions.com through Login Id & Password. The EMD amount should be paid by way of NEFT / RTGS/TRANSFER in favour of “**Omara PS 09/2017-18 Trust**” which is refundable without interest to the unsuccessful bidders. The bank account details to pay EMD through RTGS/NEFT/TRANSFER are as under
Account: 50426686323, Name of the Beneficiary: Omara PS 09/2017-18 Trust, Bank Name: IDBI Bank, Branch Name: BKC Branch, Mumbai, IFSC Code: IDIB000B845. Please note that the Cheques / Demand Drafts shall not be accepted towards EMD and final payment of Bid amount.
11. The intended bidders who have deposited the EMD and require assistance in creating Login ID & Password, uploading data, submitting bid, training on e-bidding process etc., may contact e-Auction Service Provider “M/s. C1 India Pvt. Ltd”, Tel. Helpline: +91-7291981124/25/26, Helpline E-mail ID:

support@bankeauctions.com, Mr. Haresh Gowda, Mobile: 95945 97555 E-mail – hareesh.gowda@c1india.com, and for any property related query may contact the concerned **Authorized Officer :- Mr. Sarthak Jindal (Mobile – 9520222227), E-Mail : sarthak.jindal@omkaraarc.com** at address as mentioned above in office hours during the working days.

12. The highest bid shall be subject to approval & confirmation of Omkara Assets Reconstruction Pvt. Ltd (the secured creditor). The Authorised Officer reserves the right to postpone/cancel or vary the terms and conditions of auction and accept/ reject all or any of the offers/ bids so received without assigning any reasons whatsoever. His decision shall be final & binding.
13. The bidders must hold valid e-mail address and may participate in e-auction for bidding from their place of choice. Internet connectivity shall have to be ensured by bidder himself. OARPL/service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
14. OARPL reserves its right to sell the property through private treaty as per law, in the event of failure of e-auction.
15. The Authorised officer/secured creditor shall not be responsible for any error, inaccuracy or omission in the said proclamation of sale.
16. Any fees, charges, taxes including but not limited to transfer/conveyance charges, unpaid electricity charges, Municipal/local taxes, Stamp duty & registration charges shall have to be borne by the purchaser only.
17. All bidders are advised to visit on www.omkaraarc.com / <http://omkaraarc.com/auction.php> or www.bankeauctions.com for detailed terms and conditions of E-Auction.
18. KYC compliance: - self attested photocopies of Proof of identification viz. Voter ID Card/Pan Card/Driving License etc. along with admissible residence proof should be attached by all the bidders along with the letter of offer/bid and in case of company, firm etc. proper resolution and authority letter must be submitted.
19. If a bidder places a bid in the last Five (5) minutes of the closing of the E-Auction the Auction's Duration shall automatically extend for Five (5) minutes from the time the bid comes in. Please note that the auto-extension shall be unlimited times and will take place only if a valid bid comes in the last Five (5) minutes of closing.
20. All bidders who submitted the bids, shall be deemed to have read and understood the terms and conditions of the E-Auction Sale and be bound by them.

STATUTORY NOTICE FOR SALE UNDER RULE 8(6) READ WITH RULE 9(1) OF STATUTORY INTEREST (ENFORCEMENT) RULES ,2002

This notice is also a mandatory Notice of 30 (Thirty) days to the Borrower(s) & Personal Guarantor (s) of the above loan account under Rule 8 (6) read with rule 9(1) of Security Interest (Enforcement) Rule, 2002 and provisions of Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, informing them about holding of auction/sale through e-auction on the above referred date and time with the advice to redeem the assets if so desired by them, by paying the outstanding dues as mentioned herein above along with cost & expenses. In case of default in payment, the property shall at the discretion of the Authorized Officer/Secured Creditor be sold through e-auction as prescribed under Rule 8 (5) of Security Interest (Enforcement) Rule, 2002.

Date: 29.06.2022
Place: Delhi

Sd/-
Authorized Officer, Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as a Trustee of Omkara PS 09/2017-18 Trust)