

## **TERMS & CONDITIONS:**

1. The auction sale will be conducted online on “As is where is”, “As is what is” “whatever there is” and “Without Recourse Basis” on **30.08.2024 at 11.00 am**.
2. The auction will be conducted online through Omkara ARCs approved by the auctioneer portal M/s. C-1 India Pvt Ltd., Gurgaon. E-Auction tender documents containing online e-auction bid form, Declaration, General Terms & Conditions of online auction sales are available on the website <https://www.bankeauctions.com> (Support mail Id support@bankeauctions.com support mobile No. +91-7291981124/25/26).
3. The secured assets will not be sold below the Reserve Price. All statutory dues/ attendant charges/other dues including registration charges, stamp duty, taxes, etc. shall have to be borne by the successful bidder.
4. The last date for payment of EMD, and submission of Bid Form & Documents to Authorized Officer at Kohinoor Square, 47th Floor, N.C Kelkar Marg, R. G. Gadkari Chowk, Dadar West, Mumbai – 400028. Contact No-9773406175 is 30.08.2024 up to 6:00 PM.
5. The property in the account of Atul Gajbhiye is All that part and parcel of the property at shop No. 35 and 36, wing III, First Floor, “ Rahul Complex-I” Admeasuring-169 sq.ft city survey no. 102/1 KH no.414, Sheet No.260, Mouza Nagpur, St Bus Stand, New Subhas Road, Ward No. 6, Tah & dist – Nagpur-440018. Boundaries :-East – Plot No.11A & 11B,West – Road,North -Road and South – Road will be sold for a Reserve Price of Rs.32,00,000/- All statutory dues/ attendant charges/other dues including registration charges, stamp duty, taxes, etc. shall have to be borne by the successful bidder.
6. To the best of my knowledge and information available on record, there is no known encumbrance on any property. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of properties put on auction, and claims/ rights/ dues ongoing litigation, affecting the property, prior to submitting their bid. The Public Auction advertisement does not constitute and shall not be deemed to constitute any commitment or any representation of the OMKARA ARC. The property is being sold with all the existing and future encumbrances whether known or unknown to the OMKARA ARC.
7. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third-party claims/rights/ dues. To the best of knowledge and information of the Authorised Officer, there is no encumbrance on the property statutory dues like property taxes, society dues etc. The OMKARA ARC, however, shall not be responsible for any outstanding statutory dues/encumbrances/tax arrears, if any. The intending bidders should make their own independent inquiries regarding the encumbrances, title of property/ies & to inspect the property and office of government, revenue and court and their records to satisfy themselves Properties can be inspected strictly on the above-mentioned dates and time.
8. All dues / arrears / unpaid taxes including but not limited including sales taxes, dues of Municipal Taxes, Electricity Dues, Industrial Cooperation etc, labor/ EPFO / workmen dues/compensation if any or any other dues, statutory or otherwise on the secured property shall be borne by the purchaser separately.
9. The successful bidder shall deposit 25% of the bid amount (after adjusting EMD) immediately i.e., on the same day but not later than the next working day, as the case may be and the balance 75% amount must be paid within 15 days from 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.
10. The bid once submitted cannot be withdrawn and the bidder has to purchase the property for the quoted price in case the same is the highest bid, failing which EMD shall be forfeited, and the

properties shall be put to re-auction and the defaulting bidder shall have no claim/right in respect of properties/amount.

11. The interested bidders shall submit their EMD details and documents through the Web Portal: [bankeauctions.com](http://bankeauctions.com) through Login ID & Password. EMD amount should be paid by way of **NEFT / RTGS** payable at Mumbai in favor of “Omkaara PS36/2021-22 Trust” which is refundable without interest to unsuccessful bidders. The bank account details are as under: The EMD shall be payable through **NEFT / RTGS** payable at Mumbai in the following **Account: 344905001015, Name of the Beneficiary: Omkaara PS 33/2020-21 Trust, Bank Name: ICICI Bank, Branch: ICICI BANK, IFSC Code: ICIC0003449**. Please note that the Cheques shall not be accepted as EMD amount.
12. The EMD of the unsuccessful bidder will be returned within 07 working days from the closure of the e-auction sale proceedings.
13. The intended bidders who have deposited the EMD and require assistance in creating Login ID & Password, uploading data, submitting bid, training on the 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](mailto:support@bankeauctions.com), or Mr. Bhavik Pandya, Mobile : :88666 82937 E mail – [Maharashtra@c1india.com](mailto:Maharashtra@c1india.com).
14. The bidders must hold a valid e-mail address and may participate in an e-auction for bidding from their place of choice. Internet connectivity shall have to be ensured by the bidder himself. Omkaara ARC/service provider shall not be held responsible for internet connectivity, network problems, system crash own, power failure etc.
15. Bids below reserve price or without EMD amount shall not be accepted. The bid shall be subject to approval & confirmation of Omkaara 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/her decision shall be final & binding.
16. Property will be sold to the bidder quoting the highest bid amount. Inter-se bidding will be at the sole discretion of the Authorized 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.
17. 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.
18. For any property-related query or inspection of property schedule, the interested person may contact the concerned Authorized Officer **Mrs. Pratiksha Patel** Mobile: +91- 9773406175, E-Mail [pratiksha.patel@omkaaraarc.com](mailto:pratiksha.patel@omkaaraarc.com) or at address as mentioned above in office hours during the working days.
19. The OARPL reserves its right to sell the property through private treaty as per law, in the event of failure of e-auction.
20. The Authorized officer/secured creditor shall not be responsible for any error, inaccuracy or omission in the said proclamation of sale.
21. 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.
22. If the dues of the OARPL and other Secured Creditors/ Financial Creditors secured by the assets put up for sale together with all costs, charges, and expenses incurred by the OARPL/ Secured Creditors are tendered to their satisfaction by or on behalf of the Borrower at any time before the date fixed for sale or transfer of the Secure Assets, the assets in question shall not be sold or transferred.
23. 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.

24. At the time of submission of the bid, the bidder should submit an affidavit in the spirit of the Section 29 A of IBC, 2016.
25. The Affidavit submitted along with the Bid/Tender Form in spirit of the Section 29 A of Insolvency and Bankruptcy Code 2016, shall be subject to verification, if any of the contents of the Affidavit are found incorrect or contrary to the record, the amount deposited by the bidder shall be forfeited, allowing an opportunity for clarification. Subsequent to the said verification, the Sale Certificate shall be issued.
26. 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.
27. Disputes, if any, shall be subject to the jurisdiction of Mumbai Courts/ Tribunals only.
28. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

**STATUTORY NOTICE FOR SALE UNDER Rule 8(6) OF STATUTORY INTEREST  
(ENFORCEMENT) RULES,2002.**

**This notice is also a mandatory Notice of not less than 30 (Thirty) days to the Borrower(s) of the above loan account under Rule 8 (6) of Security Interest (Enforcement) Rule, 2002 and provisions of Securitization & 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 any of the modes as prescribed under Rule 8 (5) of Security Interest (Enforcement) Rule, 2002.**

**Date:**

**Place:**

**Sd/-**

**(NAME)**

**Authorized Officer**

**Omkara Assets Reconstruction Pvt Ltd.**

**(Acting in its capacity as a Trustee of Omkara PS 33/2020-21 Trust)**