

**OMKARA**

ASSETS RECONSTRUCTION PRIVATE LIMITED

[Appendix –IVA]
[See proviso to rule 8 (6)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTY

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

Notice is hereby given to the public in general and in particular to the Borrower/ Mortgagor, Personal Guarantor(s) and Corporate Guarantor, that the below described immovable property mortgaged/charged to the secured creditor (more particularly mentioned in the table as under and hereafter referred to as "Secured Asset"), the **constructive(symbolic) possession** of which has been taken by the **Authorized Officer of Omkara Assets Reconstruction Private Limited** acting in its capacity as trustee of Omkara PS 13/2024-25 Trust on 12-05-2026, is proposed to be sold by e-auction. Further, Omkara Assets Reconstruction Pvt. Ltd. acting in its capacity as a Trustee of Omkara PS 13/2024-25 Trust (hereinafter referred to as "**OARPL/Secured Creditor**") vide Assignment Agreement dated 31-08-2024, has acquired entire outstanding debts of M/s Oriental Industries Limited from secured creditor namely **Stressed Assets Stabilization Fund** (hereinafter referred to as "SASF") along with underlying Security Interest. Accordingly, Omkara Assets Reconstruction Private Limited acting in its capacity as trustee of Omkara PS 13/2024-25 Trust" (hereafter referred to as "OARPL" or "Secured Creditor) has stepped into the shoe of SASF and has become a Secured Creditor and is empowered to recover the dues and enforce the security. The Authorized Officer of OARPL hereby intends to sell the below-mentioned property under SARFAESI Act, by way of online e-auction, for recovery of its dues as shown in the table below. The Secured Asset will be sold by OARPL in exercise of rights and powers under the provisions of SARFAESI Act read with rule 8(6) of the Security Interest (Enforcement) Rules, 2002 on "**As is where is**", "**As is what is**", "**Whatever there is**" and "**Without recourse basis**" along with all the known and unknow encumbrances on 05-11-2026 at 11.00 am to 1.00 pm for recovery of amounts dues of the Secured Creditor aggregating to **Rs. 1189,33,17,270/- (Indian Rupee eleven hundred eighty-nine crore, thirty-three lakh, seventeen thousand, two hundred seventy only)** as on 30-09-2026 together with further interest and other charges thereon applicable till actual payment and /or realization from 1) **Oriental Industries Ltd.** ("Borrower/ Mortgagor") having its Registered Office, at Village Peharkalan, Tehsil Rajpura, Distt. Patiala-140401, Punjab and at Also at SCO 87 Sector 46- C, Chandigarh-160047, Punjab, 2) **Mr. Harjinder Singh** ("Personal Guarantor") S/o Shri Waryam. Singh, 3) **Smt. Taranjit Kaur** ("Personal Guarantor") W/o Sh. Harjinder Singh, both number 2 & 3 R/o House No. 1019, Phase-IV, Mohali-160059 and also at **House No. 1061, Sector-44-B, Chandigarh- 160047**, 4) **Overseas Cable Limited** ("Corporate Guarantor") through, Official liquidator, Office of Official Liquidator, Corporate Bhawan, 2nd Floor, Plot No. 4-B, Sector 27B, Madhya Marg, Chandigarh – 160019;

Details of the Immovable Property mortgaged, Owner, Outstanding Dues, Date of Demand Notice sent under Section 13(2), Possession Date, Reserve Price, Earnest Money Deposit (EMD), Minimum Bid Increment Amount is given as under:

Details of the Secured Asset/ Immovable Property	Reserve Price:
All that piece and parcels of industrial property lands admeasuring 67 Kanal 19 Marlas with construction thereon in khewat/khata nos.110/143,143/1 and 111/144 in following khasra numbers at Village Pehar Kalan, Tehsil Rajpura, Distt. Patiala (Punjab) Mortgaged by its owner M/s Oriental Industries Ltd.	Rs. 5,17,70,000/-
	Earnest Money Deposit (EMD): Rs. 51,77,000/-

Registered Office: No. 9, M.P. Nagar, First Street, Kongu Nagar Extn. Tirupur – 641607.

Corporate Office: Kohinoor Square, 47th Floor, N.C. Kelkar Marg, R.G. Gadkari Chowk, Dadar (W), Mumbai - 400028. Tel. 22-69231111

Email: mumbai@omkaraarc.com / www.omkaraarc.com / CIN: U67100TZ2014PTC020363



**OMKARA**

ASSETS RECONSTRUCTION PRIVATE LIMITED

Khasra No.	Kanal	Marla	Khasra No.	Kanals	Marla	Minimum Bid Increment Amount:
34/5/2	1	2	34/5/2	2	08	Rs. 5,00,000/-
34/6	3	9	33/1	7	11	
34/7	3	9	33/2/1	1	03	Last date and time for submission of bid Document and Proof of EMD: 30-10-2026 by 5:00 PM
34/14	4	0	33/10/2	2	18	
34/15	4	0	33/3	3	12	
34/16	4	2	33/11/1	5	18	
34/17	4	5	34/6	5	0	Date and Time of E-Auction: 05-11-2026 from 11 am to 1 pm
33/1	1	11	34/15	5	0	
33/10/2	1	9	34/16	2	01	
33/10/3	1	4	Total	35	11	
33/11/1	2	1				Date & Time of Inspection: Property in symbolic possession hence Authorised Officer is not responsible for site inspection.
32/10/2	1	16				
Total	32	8				

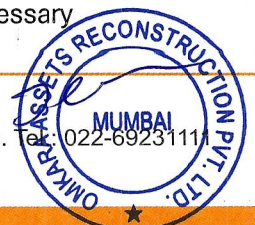
Account Number: 1149321155; Name of the Beneficiary: Omkara PS 13/2024-25 Trust, Bank Name: Kotak Mahindra Bank, Branch: Mumbai, BKC, IFSC Code: KKBK0001405;

BIDDER SHALL NOTE that during the period of 2005 to 2016, various transactions took place w.r.t Mortgaged Property whereby third-parties rights were created by owner namely Oriental Industries Ltd. and by subsequent purchasers (third parties). In 2018, Civil Suit No. 948 of 2018 was filed in Civil Court Rajpura, Punjab seeking cancellation of all such Sale Deeds. Further, the Civil Court dismissed the application for ad-interim stay under Order 39 Rule 1 & 2 of CPC, as such there may be further third-party transaction which may have taken place. The bidder shall be deemed to have participated in the auction with full knowledge of the aforesaid matters and the risks associated therewith. By submitting a bid and participating in the auction process pursuant to this Auction Sale Notice, each bidder acknowledges and accepts the aforesaid disclosed risks and agrees that the existence of such third-party rights, claims, interests, encumbrances, pending litigation and/or non-availability of physical possession shall not, by itself, entitle the bidder/s upon successful purchase to demand that the Authorised Officer and/or Secured Creditor remove such third-party rights, claims, interests or encumbrances or obtain and/or hand over physical possession, except to the extent any such right or remedy is mandatorily available to the successful bidder/ purchaser under applicable law. The bidder/successful bidder/purchaser shall, at its own cost and risk, shall be required to take such steps as he/she/it may consider necessary or appropriate in relation to the aforesaid pending litigation and/or any third-party rights, claims, interests or encumbrances affecting the Secured Asset, including, where considered necessary, applying for impleadment/intervention before the competent court and taking appropriate legal proceedings against the Borrower/Mortgagor and/or third-party purchasers, claimants or occupants. For the avoidance of doubt, the Successful Purchaser shall, at its own cost and risk, take such legal and other steps as may be necessary for addressing, pursuing and/or challenging third-party rights, claims, interests and/or encumbrances and/or for obtaining physical possession of the Secured Asset, subject to the rights of the Successful Purchaser to take assistance of Secured Creditor/AUTHORISED OFFICER and the remedies available to him under applicable law. The Authorised Officer will issue the Sale Certificate in favour of the Successful Bidder in accordance with applicable law and shall hand over such original title documents as well as possession of the Secured Asset as are available with the Secured Creditor at the time of issuance of Sale Certificate. The Secured Creditor and/or Authorised Officer may, at its discretion, take such steps as may be necessary on the request, cost and risk of the Successful Purchaser.

Registered Office: No. 9, M.P. Nagar, First Street, Kongu Nagar Extn. Tirupur – 641607.

Corporate Office: Kohinoor Square, 47th Floor, N.C. Kelkar Marg, R.G. Gadkari Chowk, Dadar (W), Mumbai - 400028. Tel: 022-69231111

Email: mumbai@omkaraarc.com / www.omkaraarc.com / CIN: U67100TZ2014PTC020363



**OMKARA**

ASSETS RECONSTRUCTION PRIVATE LIMITED

TERMS & CONDITION OF THE AUCTION:

For detailed Terms and Conditions for Sale please refer to the link provided in <http://omkaraarc.com/auction.php> or website of service provider i.e. www.bankeauctions.com; (Bhavik Pandya, Mobile:8866682937, maharashtra@c1india.com; support@bankeauctions.com).

For any property related query contact the Authorized Officer Jeevan Kumar, Mobile: 8882847477, Email –Jeevan.kumar@omkaraarc.com.

Intending bidders shall comply and give declaration under the Section 29A of Insolvency and Bankruptcy Code, 2016, for detailed information please refer to the Terms and Conditions.

STATUTORY NOTICE FOR SALE UNDER RULE 8(6), OF SECURITY 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 The 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.

Date: 01-10-2026

Place: Delhi

Jeevan
Authorized Officer, Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as trustee of Omkara PS 13/2024-25 Trust)



Registered Office: No. 9, M.P. Nagar, First Street, Kongu Nagar Extn. Tirupur – 641607.

Corporate Office: Kohinoor Square, 47th Floor, N.C. Kelkar Marg, R.G. Gadkari Chowk, Dadar (W), Mumbai - 400028. Tel.: 022-69231111

Email: mumbai@omkaraarc.com / www.omkaraarc.com / CIN: U67100TZ2014PTC020363

**OMKARA**

ASSETS RECONSTRUCTION PRIVATE LIMITED

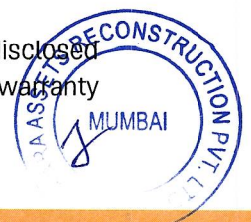
TERMS & CONDITIONS FOR SALE OF IMMOVABLE PROPERTY:

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 05-11-2026 at 11.00 am to 1.00 pm.
2. The sale is governed by the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and Terms and Conditions contained in the Auction sale Notice as well as herein.
3. The auction will be conducted online through OARPL approved auctioneer portal M/s.C-1 India Pvt Ltd., Gurgaon. E -Auction tender document containing online e-auction bid form, E-Auction bidding Terms and Conditions, E-Auction Notice dated 01-10-2026 along with Terms and Condition (Annexure – I), Details of Bidder (Annexure – II), Declaration by Bidder (Annexure – III), Confirmation by Bidder regarding receipt of training (Annexure – IV), Price Confirmation Letter by H1 Bidder (Annexure – V), Description of the Properties(Annexure VI), Affidavit cum declaration in Spirit of 29 A of IBC, 2016 (Annexure VII) are also available in website <https://www.bankeauctions.com> (Support mail Id support@bankeauctions.com support mobile No. +91-7291981124/25/26).
4. The secured asset will not be sold below Reserve Price. All known and unknown statutory dues/ attendant charges/other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the successful bidder.
5. The last date for payment of EMD, and submission of Bid Form & Documents to Authorized Officer at Unit No. 206-207, 2nd Floor, Arunachal Building, Barakhambha Road, Delhi-110001, Contact No- +91 8882847477 is 30-10-2026 up to 5:00 PM.
6. Before submission of the Bid Form and other documents, the intended Bidders are required to **create their respective "Login Id and Password"**. For creation of "Login Id and Password, the intending Bidders / Purchasers are requested to register on portal www.bankeauctions.com using their mobile number and email id. The bidders who 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, Bhavik Pandya, Mobile: 88666 82937, E mail – maharashtra@c1india.com.
7. The interested bidders are required to deposit the amount of EMD as mentioned in the e-auction notice by way of NEFT / RTGS payable at Mumbai in favour of "Omkara PS 13/2024-25 Trust" which is refundable without interest to unsuccessful bidders. The payment of EMD by any other mode shall not be treated as valid tender of EMD amount. The bank account details to deposit/transfer the amount of EMD are as under:
Account Number: 1149321155;
Name of the Beneficiary: Omkara PS 13/2024-25 Trust,
Bank Name: Kotak Mahindra Bank, Branch: Mumbai, BKC, IFSC Code: KKBK0001405.
8. The Bidder(s) not submitting the duly filled documents and/or not providing the required EMD deposit details in the Bid Form will not be considered as eligible and will not be allowed to participate in the e-auction. Authorised Officer/ Auctioneer shall not be liable/responsible for informing the defect if any in the Bid Form and Documents to the intended Bidder(s). The bid form or any other document is found incomplete in any respect, shall be liable for outright rejection.
9. The details of the bidders after examining the EMD details, bid form, compliance with section 29A of Insolvency and Bankruptcy Code 2016, will be forwarded to e-Auction Service Provider to enable eligible bidders to participate in e-auction.
10. 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 bid and in case of company, firm etc. proper resolution and authority letter must be submitted.
11. Bids below reserve price or without EMD amount shall not be accepted.
12. 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 property shall be put to re - auction and the defaulting bidder shall have no claim/right in respect of property/amount.





13. The bidders must hold a valid e-mail address, and the eligible bidders are allowed to participate in the e-auction scheduled on 05-11-2026 at e-Auction platform 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. The bidders may improve their offer in multiple of amount mentioned under the column "Bid Increment Amount". In case bid is placed in the last 5 minutes of the closing time of the auction, the closing time will automatically get extended for 5 minutes each with unlimited extension.
15. Property will be sold to bidder quoting the highest bid amount. Inter-se bidding will be at sole discretion of 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.
16. OARPL reserves its right to sell the property through private treaty as per law before confirmation of sale through e-auction.
17. Only successful bidder will be informed by our above referred service provider through SMS/email. (On mobile no/email address given by them/registered with the service provider).
18. The successful bidder shall deposit 25% of final sale price (after adjusting EMD) immediately i.e., on the same day but not later than the next working day, as the case may be and balance 75% amount to 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.
19. The EMD of the unsuccessful bidder will be returned within 07 working days from the closure of the e-auction sale proceedings (i.e., after declaration of successful bidder). The Earnest Money Deposited shall not bear any interest.
20. **To the best of my knowledge and information available on record it disclosed and informed that during the period of 2005 to 2016, various transactions took place w.r.t Mortgaged Property (without consent or persimmon of SASF) whereby third-parties rights were created by owner namely Oriental Industries Ltd. and by subsequent purchasers (third parties). In 2018, Civil Suit No. 948 of 2018 was filed in Civil Court Rajpura, Punjab seeking cancellation of all such Sale Deeds w.r.t Mortgaged Property as the same were executed without obtaining permission or consent of IDBI/SASF. Upon acquisition of debt, OARPL through an interim application, got itself substituted in the said proceedings. The said civil suit is still pending before Additional Civil Judge Sr. Division Rajpura, Distt. Patiala. Further, the Civil Court dismissed the application for ad-interim stay under Order 39 Rule 1 & 2 of CPC, as such there may be further third-party transaction which may have taken place. OARPL filed a Civil Miscellaneous Appeal (CMA-90-2025) before District Court Patiala, Punjab against the said dismissal of application under Order 39 Rule 1 & 2 of CPC. The said CMA is pending and is at the stage of service of notice and appearance of parties.**
21. **The bidders are accordingly specifically put to notice** that the Secured Asset is subject to the aforesaid litigation and the possibility of third-party rights, claims, interests and/or encumbrances. The Secured Creditor/Authorised Officer does not represent or warrant that the Secured Asset is free from such third-party rights, claims, interests, encumbrances or litigation, or that vacant and/or physical possession of the Secured Asset will necessarily be available for handover to the Successful Purchaser.
22. Interested parties are advised to independently verify the area of land, building and other details as well as regarding the title, possession, status, litigation, third-party claims, rights, interests and encumbrances. The Secured Creditor does 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.
23. By submitting a bid and participating in the auction, each bidder shall be deemed to have independently satisfied itself/himself/herself regarding the title, possession, status, litigation, third-party claims, rights, interests and encumbrances relating to the Secured Asset and shall be deemed to have understood **and accepted the risks associated therewith.**
24. The Bidder participating in the auction agrees that if he/she/ it is declared as the Successful Bidder and become Successful Purchaser:
 - i) In view of the third-party rights, claims, interests, encumbrances and pending litigation disclosed herein, the Secured Creditor and/or Authorised Officer does not provide any representation, warranty





- or assurance that vacant, peaceful and/or physical possession of the Secured Asset will be available or capable of being handed over immediately upon issuance of the Sale Certificate.
- ii) the Secured Creditor, its employees, directors, shareholders and/or the Authorised Officer shall not be responsible or liable for any third-party claim, right, interest or encumbrance affecting the Secured Asset, or for any delay, inability or failure to obtain and/or hand over physical possession, except to the extent expressly required under applicable law.
 - iii) at his/her/its written request, the Secured Creditor and/or Authorised Officer may, at its sole discretion and subject to applicable law, take such legal or other steps as it may consider appropriate for removal of third-party claims, rights, interests and/or encumbrances and/or for obtaining and handing over physical possession of the Secured Asset. However, the Secured Creditor and/or Authorised Officer does not warranty removal of third-party claims, rights, interests and/or encumbrances and/or for obtaining and handing over physical possession of the Secured Asset. The Bidder participating in the auction understand and agrees that any such action or assistance by the Secured Creditor and/or Authorised Officer shall be purely discretionary and shall not constitute any representation, assurance, guarantee or continuing obligation on the part of the Secured Creditor and/or Authorised Officer to remove any third-party claim, right, interest or encumbrance or to obtain or hand over physical possession. All costs, expenses, court fees, professional fees and other expenses incurred or likely to be incurred in connection with any such action or assistance requested by the Successful Purchaser shall be borne exclusively by the Successful Purchaser. The Successful Purchaser shall, wherever required, deposit/advance the estimated costs as may be communicated by the Secured Creditor and/or Authorised Officer from time to time.
 - iv) he/she/it shall not, merely by reason of the Secured Creditor and/or Authorised Officer undertaking or declining to undertake any such action or assistance, claim any refund, compensation, damages, reduction in the sale consideration or other monetary or non-monetary relief from the Secured Creditor, its employees, directors, shareholders and/or the Authorised Officer, except to the extent such claim or remedy is mandatorily available under applicable law.
 - v) he/she/it shall, at its own cost, risk and responsibility, take such steps as it may consider necessary or appropriate in relation to the pending litigation and/or any third-party claims, rights, interests and/or encumbrances affecting the Secured Asset, including, where considered necessary, applying before the competent court for impleadment/substitution or otherwise seeking appropriate relief against the Borrower/Mortgagor and/or any third-party purchaser, claimant or occupant. He/she/it shall, acknowledges that any application for impleadment, intervention, possession, cancellation of documents, declaration of title or other relief shall be subject to the orders and discretion of the competent court/authority and that the Secured Creditor/Authorised Officer does not represent or guarantee the outcome of any such proceedings.
 - vi) participation in the auction and submission of a bid shall constitute an acknowledgment by the bidder that the bidder has considered and accepted the aforesaid risks. The Successful Purchaser shall not be entitled to treat the existence of any such third-party claim, right, interest, encumbrance, litigation or non-availability of physical possession as a ground for refusing to complete the purchase or for seeking cancellation of the sale, refund, reduction of sale consideration or compensation from the Secured Creditor/ Authorised Officer, except to the extent any such right or remedy is mandatorily available under applicable law.
25. Intending bidders should make their own independent inquiries regarding the encumbrances, title of property, demarcation of the property, status of the property etc. 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 OARPL. The property is being sold with all the existing and future encumbrances whether known or unknown to the OARPL.
26. All dues / arrears / unpaid taxes including but not limited to, including sales taxes, dues of Municipal Taxes, Electricity Dues, Industrial Cooperation etc., labour / workmen dues / compensation if any or any other dues, statutory or otherwise on the secured property shall be borne by the purchaser separately.
27. As on today no stay is operating nor any order is passed by any court restraining to proceed for auction of the property under the provisions of SARFAESI Act and Rules made thereunder.





28. If at any subsequent point of time (even after issuance of sale certificate) it is revealed and observed that the Affidavit cum undertaking given by the successful bidder is false/incorrect, then the sale shall be liable to be cancelled and the amount already deposited will be forfeited.
29. It is the responsibility of intending Bidder(s) to properly read the Sale Notice, Terms and Conditions of e-auction, Help Manual on operational part of e-auction and follow them strictly.
30. 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.
31. The inspection of the property shall be the sole responsibility of the bidder and as Authorised Officer does not have physical possession, no date for inspection is fixed. **The inspection of the property documents can be done with prior intimation in Delhi Branch of Omkara Assets Reconstruction Private Ltd. at Unit No. 206-207, 2nd Floor, Arunachal Building, Barakhambha Road, New Delhi-110001.** The persons deputed for inspection by the Bidder should carry with him/ her/ them appropriate authorizations on the letterhead of the Bidder organization/ person, he/ she/ they represent(s), failing which inspection may be refused.
32. The Authorized Officer/Secured Creditor shall not be responsible for any error, inaccuracy, or omission in the said proclamation of sale. Any corrigendum relating to the e-auction notice including but not limited to change/extension of date of inspection/e-auction etc. shall be uploaded on the website only.
33. OARPL does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale or for any dues like outstanding water/service charges, transfer fees, electricity dues, dues to the Municipal Corporation/local authority/Co-operative Housing Society or any other dues, taxes, levies, fees, transfer fees if any in respect of and/or in relation to the sale of the said property. Successful Bidder has to comply with the provisions of Income Tax regarding purchase of property & to pay the tax to the authorities as per applicable rates.
34. Bidders are bound by the principle of caveat emptor (Buyer Beware).
35. No complaint on time-factor or paucity of time for bidding will be entertained. In case of sole bidder, the sale may be accepted or deferred and property be brought for resale or otherwise sale will be deferred or cancelled at the sole discretion of the Secured Creditor/Authorised Officer.
36. Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same. No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD amount will be forfeited.
37. 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 and accordingly communicated by the Authorized Officer.
38. Any fees, charges, taxes including but not limited to transfer/conveyance charges, unpaid electricity charges, Municipal/local taxes, Stamp duty & registration charges, GST etc. shall have to be borne by the purchaser only.
39. At the time of submission of the bid, the bidder should submit an affidavit in the spirit of Section 29 A of IBC, 2016.
40. The Affidavit submitted along with the Bid/Tender form in the spirit of Section 29 A of the Insolvency and Bankruptcy Code 2016, shall be subject to verification, if any of the contents of the Affidavit and found incorrect or contrary to record, the amount deposited by the bidder shall forfeited, allowing an opportunity for clarification. Subsequent to the said verification, the Sale Certificate shall be issued.
41. All bidders who submitted the bids, shall be deemed to have read, understood, acknowledged, accepted the terms and conditions of the E-Auction Sale and be bound by them and at any subsequent stage no intended/successful bidder shall have any right to challenge the e-auction process on any ground but not limited to flow of title, demarcation of property, known or unknown encumbrances, creation of mortgage etc.
42. On confirmation of the sale and compliance of the terms of payment etc., the Authorized Officer shall issue a certificate of sale of the said Secured Asset in favour of the successful bidder/purchaser in the prescribed format as stipulated under the 'Enforcement of Security Interest Rules, 2002'. The sale certificate shall be issued only in the same name in which the tender /bid is submitted.
43. No request for inclusion/substitution of names, other than those mentioned in the bid form, in the sale certificate will be entertained.



**OMKARA**

ASSETS RECONSTRUCTION PRIVATE LIMITED

44. Sale Confirmation/Sale Certificate shall be collected by the successful purchaser, in person or through an authorized person. (Duly authorized by Letter of Authority, Board Resolution and/or Power of Attorney).
45. The Sale Certificate will not be issued pending operation of any stay/ injunction/ restraint order passed by the DRT/DRAT/High Court or any other court against the issue of Sale Certificate. Further no interest will be paid on the amount deposited.
46. The deposit made by the successful bidder, pending execution of Sale Certificate, will be kept in non-interest bearing deposit account.
47. No request for return of deposit either in part or full/cancellation of sale will be entertained.
48. If the dues of the OARPL secured by the asset/s put up for sale together with all costs, charges and expenses incurred by the OARPL are tendered to its satisfaction by or on behalf of the Borrower at any time before the date fixed for sale or transfer of the Secure Asset, the immovable property in question shall not be sold or transferred.
49. No counteroffer/conditional offer/conditions by the bidder and/or successful- bidder will be entertained.
50. If, the BID of any two or more bidders are found identical (with same amount) and no one further participate in the inter-se-bidding process, it shall be at sole discretion of the authorized officer to choose the criteria/mechanism to decide the successful bidder and no bidder shall have right to protest or object the same.
51. Disputes, if any, between Secured Creditor and Bidder/Successful Bidder/ Successful Purchaser, as the case may be, shall be within the jurisdiction of Mumbai Courts only.
52. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.
53. For any property related query, the interested person may contact the Authorized Officer concerned: **Mr. Jeevan Kumar, (Mob. No.: +91- 8882847477)** Email ID Jeevan.kumar@omkaraarc.com or at address as mentioned above in office hours during the working days.



Authorized Officer, Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as trustee of Omkara PS 13/2024-25 Trust)