

### TENDER DOCUMENT FOR E AUCTION

Whereas the Omkara Assets Reconstruction Pvt Ltd (OARPL) acting through its Authorised Officer, in exercise of its power under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (No. 54 of 2002) has decided to sell through e-Auction the properties mentioned in ANNEXURE - I for realization of the secured debts due to OARPL with up-to-date interest, cost & expenses under SARFAESI Act, 2002. The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following further conditions:

<b>Auctioneer Name</b>	Omkara Assets Reconstruction Pvt Ltd Address- As per Paper Publication
<b>Auction to be Conducted by</b>	M/s C1 India Pvt. Ltd., Phase 2, Gulf Petrochem building, Building No. 301, Gurgaon, Haryana. Pin: 122015 (Phone numbers: +91-124-4302020 / 21 / 22 / 23 / 24, +91 7291981124 / 1126)
<b>Auction Schedule</b>	Date of Auction: As per Publication  Timings: As per Publication  Auction Website: <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>  Please refer sale notice for number of extensions.  Note: If the extensions are not available in the sale notice, it will be considered as Unlimited extensions of 5 minutes.
<b>Annexure</b>	<p>1) Terms &amp; conditions of e-Auction 2) Details of Bidder (Annexure - II)</p> <p>INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> during the time of submission of the bid.</p> <p>3) Declaration by Bidder (Annexure - III)</p> <p>INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> during the time of submission of the bid.</p> <p>4) Confirmation by Bidder regarding receipt of training (Annexure - IV)</p> <p>INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter sent the scanned copy of that to the Authorised Officer, OARPL mentioned in the Sale Notice just after availing training on e-Auction with a copy to <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a></p> <p>5) Price Confirmation Letter by H1 Bidder (Annexure - V)</p> <p>INSTRUCTION: This document is required to be duly filled in and signed by the H1 bidder and thereafter e-mail scanned letter to the Authorised Officer, OARPL mentioned in the Sale Notice &amp; copy to <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a>, immediately on completion of the bidding.</p> <p>Annexure VI - Description of the Properties</p>

<b>Special Instructions</b>	Bidding in the last minutes and seconds should be avoided in the bidder's own interest. Neither the Service Provider nor OARPL will be responsible for any lapses / failure on the part of the Bidder, in such cases.
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### **E-Auction bidding Terms and Conditions**

1. Computerized e-Auction shall be conducted by service provider M/s C1 INDIA PVT. LTD. on behalf of OARPL, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither OARPL nor M/s C1 INDIA PVT. LTD. shall be responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
2. M/s C1 INDIA PVT. LTD. shall arrange to train the bidder(s), without any cost. M/s C1 INDIA PVT. LTD. shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training before start of bid process.
3. **Material for Bid:** Sale of Properties by OARPL under SARFAESI Act, 2002.
4. **Type of Auction:** e-Auction.
5. **Bidding Currency & Unit of Measurement:** Bidding will be conducted in Indian Rupees (INR) Only
6. **Starting (Opening) Price / Bid Increment:** The opening price of the auction and the bid Increment value shall be available to the bidders on their bidding screen.
7. **Bid Price:** The Bidder has to quote the total price.
8. For other terms and conditions, please see the e-auction notice published by OARPL.
9. Procedure of e-Auctioning:
  - a. e-Form Submission
  - b. All interested bidders need to fill online form available on e-Auction domain with necessary details.
  - c. Online e-Auction:
    - i. OARPL will declare its Opening Price (OP), which shall be visible to the all Bidders during the start of the e-Auction. Please note that the start price of an item in online e-Auction is open to all the participating bidders. Any bidder can start bidding, in the online e-Auction, from the start price itself. Hence, the first online bid that comes in the system during the online e-Auction can be equal to the auction's start price, or higher than the auction's start price by one increment, or higher than the auction's start price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.
    - ii. The "Bid Increase Amount" has been fixed in respect of each property which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in the multiple of "Bid Increase Amount".
    - iii. If a bidder places a bid in the last 5 minutes of closing of the e-Auction and if that bid gets accepted, then the auction's duration shall automatically get extended for some minutes (refer sale notice for details), from the time that bid comes in. Please note that the auto-extension shall be for limited / unlimited times (as given under the sale notice) and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the 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, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

10. Successful Bidder shall be required to submit the final prices, quoted during the e-Auction as per Annexure - III after the completion of Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction. During e-Auction, if no bid is received within the specified time, OARPL at its discretion may decide to revise Opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
11. The bid once submitted by you, cannot be cancelled / withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on part of bidder to comply with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder.
12. The bidders will be able to view the following on your screen along with the necessary fields in the E Auction:
  - a. Leading Bid in the Auction (H1 - Highest Rate)
  - b. Bid Placed by bidder
  - c. Opening Price & Minimum Increment Value.
  - d. The bid rank of bidder in the auction
13. The decision of the OARPL regarding declaration of successful bidder shall be final and binding on all the Bidders.
14. OARPL shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
15. OARPL / M/s. C1 INDIA PVT. LTD. shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
16. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction.
17. Successful bidder: At the end of the E-Auction, OARPL will evaluate all the bids submitted and will decide upon the successful bidder. OARPL's decision will be final & binding on all the bidders.
18. **Duration of Auction:** The auction of each property is schedule to be conducted on day & time as specified in the auction notice published in the newspapers and soft copy enclosed as Annexure -I below. The bidders are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.

#### **Terms & Conditions for Sale of Property (ies)**

1. 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.
2. The auction sale will be conducted online on "As is where is", "As is what is" "whatever there is" and "Without Recourse Basis". Intending bidders should make their own independent inquiries regarding the encumbrances, title of properties, demarcation of the property, status of the property etc. put on auction and claims/ rights/ dues ongoing litigation, effecting 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.

3. The auction will be conducted 'ONLINE' through Omkara ARC's approved service provider M/s. C-1 India Pvt Ltd, Gurgaon. E -Auction tender document containing online e-auction bid form, Declaration, General Terms & conditions of online auction sales are available in website <https://www.bankeauctions.com> (Support mail Id [support@bankeauctions.com](mailto:support@bankeauctions.com) support mobile No. +91-7291981124/25/26).
4. E-Commerce Magnum Solution Limited (developer) has been admitted under CIRP process.
5. The intended bidder/purchaser acknowledges that they have reviewed, understood, and accepted the rights, liabilities, and obligations, if any, arising from the documents previously executed by and between M/s Prime Down-Town Estate's Private Limited and any other party. The same have been provided to the bidder/purchaser in the data room. The purchaser assumes full responsibility for any consequences arising from such rights and liabilities and agrees to comply with the same without any recourse to Omkara ARC.
6. 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](mailto:support@bankeauctions.com), Mr. Bhavik Pandya, Mobile : 8866682937 E mail - [maharashtra@c1india.com](mailto:maharashtra@c1india.com).
7. For any property related query or inspection of property schedule, the interested person may contact the concerned Authorized Officer: Neelam Patel (Mobile - 9819963344), E-Mail: [neelam.patel@omkaraarc.com](mailto:neelam.patel@omkaraarc.com) or Mr. Akshay Shah, Mobile: 9833505891 Email - [akshay.shah@omkaraarc.com](mailto:akshay.shah@omkaraarc.com) at address as mentioned above in office hours during the working days.
8. 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 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.
9. The interested bidders shall submit their EMD details and documents through 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 "Omkara PS03/2024-25 Trust" which is refundable without interest to unsuccessful bidders. The bank account details are as under: The EMD shall be payable through NEFT / RTGS /Demand Draft payable at Mumbai in the following Account: **7747341769**, Name of the Beneficiary: **Omkara PS03/2024-25 Trust**, Bank Name: Indian Bank, Branch: Dadar West Mumbai. IFSC Code: **IDIB000D001**. Please note that the Cheques shall not be accepted as EMD amount.  
*Please note that the payment of EMD by any other mode shall not be treated as valid tender of EMD amount.*
10. E -Auction tender document containing online e-auction bid form, Declaration, General Terms & conditions of online auction sales are also available in website <https://www.bankeauctions.com> (Support mail Id [support@bankeauctions.com](mailto:support@bankeauctions.com) support mobile No. +91-7291981124/25/26). The tender document (Bid Form) along with Annexure relating to Details of Bidder (Annexure - II), Declaration by Bidder (Annexure - III), Confirmation by Bidder regarding receipt of training (Annexure - IV), 29A affidavit are available on the website of Omkara ARC [www.omkaraarc.com](http://www.omkaraarc.com).
11. 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](mailto:support@bankeauctions.com), Bhavik Pandya, Mobile : 88666 82937 E mail - [maharashtra@c1india.com](mailto:maharashtra@c1india.com).

12. The Bidders 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.
13. 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.
14. 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.
15. Bids below reserve price or without EMD amount shall not be accepted.
16. 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.
17. The eligible bidders are allowed to participate in the e-auction scheduled on 07.01.2024 at e-Auction platform for bidding from their place of choice. Internet connectivity shall have to be ensured by bidder himself. Omkara ARC/service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
18. 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.
19. The secured assets 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.
20. Property may 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. Omkara ARC reserves its right to sell the property through private treaty as per law before confirmation of sale through e-auction.
21. 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).
22. 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 highest bidder). The Earnest Money Deposited shall not bear any interest.
23. To the best of knowledge and information of the Authorized Officer, there is no known encumbrance on the property.
24. 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.
25. The Bidder acknowledges and confirms that they are fully aware that the property being auctioned is subject to a **mortgage deed** and that they are procuring the title of the property under the terms of the mortgage

26. Further, there is TSA No. 158 of 2023, TSA No. 168 of 2023, TSA 50 & 156 of 2023 pending before DRT Mumbai and an Misc. Appeal No. 40 of 2022 before DRAT Mumbai. 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.
27. 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.
28. 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.
29. 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.
30. The inspection of the property/documents can be done with prior intimation. 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. Omkara ARC shall not be responsible for any defects or omissions in the due diligence conducted by the Bidder.
31. 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 web-site only.
32. Omkara ARC, or any officer acting on behalf of Omkara ARC, shall not be held liable for any failure by the Bidder to conduct adequate due diligence or for any defects, encumbrances, or liabilities not disclosed in the auction. The Bidder acknowledges that it has had the opportunity to inspect the property and review all relevant documents and that they are relying solely on their own inquiries and judgment in submitting a bid.

**Other Terms & Conditions for Sale of Property (ies)**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of OARPL or to any other party.
- The decision of OARPL declaration of successful bidder shall be final and binding on all the Bidders.
- M/s. C1 INDIA PVT. LTD. / OARPL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- M/s. C1 INDIA PVT. LTD. /OARPL is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s .C1 INDIA PVT. LTD. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

Sd/-

**Authorised Officer**

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**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](mailto:mumbai@omkaraarc.com) / [www.omkaraarc.com](http://www.omkaraarc.com) / CIN: U67100TZ2014PTC020363

N.B.: Bidder(s) will have to go through the ANNEXURES uploaded on the Web Portal (<https://www.bankeauctions.com>) and follow the following procedures:

Annexure – II: All the Prospective Bidder(s) will have to –

- get the printout
- fill it up and sign
- upload the scanned copy while submitting the bid

Annexure – III: All the Prospective Bidder(s) will have to –

- get the printout
- fill it up and sign
- upload the scanned copy while submitting the bid

Annexure – IV: Just after receiving Training on e-Auction, Bidder(s) will have to –

- get the printout
- fill it up and sign
- e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in Sale Notice) with a copy to [support@bankeauctions.com](mailto:support@bankeauctions.com)

Annexure – V: Just after the completion of e-Bidding Process, the H1 Bidder will have to –

- get the printout
- fill it up and sign
- e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in the Sale Notice) with a copy to [support@bankeauctions.com](mailto:support@bankeauctions.com)

#### **Annexure VI – Description of the Properties**

<b>Lot No.</b>	<b>Description of immovable property</b>	<b>Mortgagor</b>	<b>Area</b>
1.	Exclusive charge by way of registered mortgage on Project land. adm -14,456.04sqmts (Owned by Prime Downtown Estates Pvt Ltd) bearing Sub-Plot Nos: A, B &C located at 55, Gamdevi Road being part of land CTS no 1551 of Girgaon division alongwith structures built thereon (present and future) excluding the present structure known as Panchshil Plaza/ The Plaza.  <b>Known Encumbrance - Nil</b>	Prime Downtown Estates Pvt.Ltd.	~14,456.04 sq.mtrs