

### **TERMS & CONDITIONS:**

1. The auction sale will be conducted online on **"As is where is", "As is what is" "whatever there is", "Without Recourse Basis" and "Symbolic Sale basis"** on **03.07.2025 at 11.00 am**. 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 will be conducted online through Omkara ARC 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](mailto: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 land, building and fixed assets as mentioned in the auction sale notice will be sold under single Lot No. 01, but 02 sale certificates will be issued separately, one for the land & building and other for fixed assets as the same attract GST. Further for the successful sale of fixed assets and others, the H1 bidder will have to deposit the GST (as applicable) over and above the bid price.
5. 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 is 01.07.2025 up to 6:00 PM.
6. The property in the account of Hotel Pearl is situated at Land & Building situated at C. Sr.No. 204, KH, Plot no. 20 & 21, New Shahupuri, Tarabai Park, 'E' Ward, Tal – Karvir, Kolhapur – 416001. Land admeasuring 20,394.55 Sq.ft and building is admeasuring 19,086.40 Sq.ft and Fixed Assets at Sr.No. 204, KH, Plot no. 20 & 21, New Shahupuri, Tarabai Park, 'E' Ward, Tal – Karvir, Kolhapur – 416001 including but not limited to Hotel equipment's, all other appliances, stocks of all edibles and consumables in all forms at anytime lying at all the hotel units, assets/dead stock, receivables of the firm at any time during the loan period, will be sold under a single Lot No. 01 for a Reserve Price of Rs. 21,55,00,000/- (Rs. 21,12,00,000/- + 43,00,000/-).
7. All statutory dues/ attendant charges/other dues including registration charges, stamp duty, taxes, etc. shall have to be borne by the successful bidder.
8. Demarcation of the property will be the responsibility of the successful purchaser,
9. To the best of 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 OMKARA ARC.

10. Omkara ARC shall reserve the right to cancel the said auction at any time before registration of the Sale Certificate at own discretion and amount paid towards sale shall be refunded without any interest.
11. In case of any variation in the area mentioned in the sale notice, title documents, mortgaged documents, and area at actual, then Omkara ARC will not be responsible for the same, However, the intending bidders should make their own independent inquiries regarding the same prior to submitting their bid.
12. Post receipt of the entire sale consideration amount, the original copies of the title documents available with Omkara ARC either in soft or hard copy shall be handed over to the successful bidder. Omkara ARC shall not be held liable for any other documents required by the Successful Bidder except the documents available with Omkara ARC. Hence intending bidders should make their own due diligence prior to participating in the e-auction process.
13. 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.
14. All dues / arrears / unpaid taxes including but not limited including sales taxes, dues of Municipal Taxes, Electricity Dues, Society Dues, Industrial Cooperation etc, labor/ EPFO / workmen dues / compensation if any or any other dues, statutory or otherwise on the secured property (ies) shall be borne by the purchaser separately over and above the bid price.
15. 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, 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.
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 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 of "**Omkara PS 19/2023-24 Trust**" which is refundable without interest to unsuccessful bidders. The bank account details are as below. The EMD shall be payable through **NEFT / RTGS** payable at Mumbai in the following **Account: 055505013108, Name of the Beneficiary: Omkara PS19/2023-24 Trust, Bank Name: ICICI Bank, Branch: ICICI BKC Towers, IFSC Code: ICIC0000555**. Please note that the Cheques shall not be accepted as EMD amount.

18. The EMD of the unsuccessful bidder will be returned within 10 working days from the closure of the e-auction sale proceedings.
19. 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), or Mr. Bhavik Pandya, Mobile : :88666 82937 E mail – [-Maharashtra@c1india.com](mailto:-Maharashtra@c1india.com)
20. The bidders must hold a 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 the bidder himself. Omkara ARC/service provider shall not be held responsible for internet connectivity, network problems, system crash own, power failure etc.
21. Bids below reserve price or without EMD amount shall not be accepted. The 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/her decision shall be final & binding.
22. Property will be sold to the bidder quoting the highest bid amount. 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.
23. Interested parties are advised to independently verify the area of land, building and other details. Secured Creditor does not take any responsibility for any errors / omissions / discrepancy / shortfall etc. in the Secured Asset(s) or for procuring any permission, etc. or for the dues of any authority established by law.
24. For any property related query or inspection of property schedule, the interested person may contact the concerned Officer **Mr. Jigar Patel, Mobile: +91 9987400988 Mail: [jigar.patel@omkaraarc.com](mailto:jigar.patel@omkaraarc.com)** or at address as mentioned above in office hours during the working days.
25. The OARPL reserves its right to sell the property through private treaty as per law, in the event of failure of e-auction.
26. The Authorized officer/secured creditor shall not be responsible for any error, inaccuracy or omission in the said proclamation of sale.
27. 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.

28. 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.
29. KYC compliance: - self-attested photocopies of Proof of identification viz. Voter ID Card/PAN Card/Aadhar 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.
30. At the time of submission of the bid, the bidder should submit an affidavit in the spirit of Section 29 A of IBC, 2016.
31. The Affidavit submitted along with the Bid/Tender Form in spirit of Section 29A 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 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.
32. 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.
33. Disputes, if any, shall be subject to jurisdiction of Mumbai Courts/ Tribunals only.
34. 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.

**STATUTORY NOTICE FOR SALE UNDER 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 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 together with further interest and all costs charges and expenses any time before the closure of the Sale. 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:** 29.05.2025

**Place:** Mumbai

**Authorized Officer**

**Omkara Assets Reconstruction Pvt Ltd.**  
**(Acting in its capacity as a Trustee of Omkara PS 19/2023-24 Trust)**