

TERMS & CONDITIONS:

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" on **18.03.2025** at 01:00 PM to 3:00 PM.
3. The auction will be conducted 'ONLINE' through OARPL'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 support mobile No. +91-7291981124/25/26).
4. The bidders shall 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.
5. The secured asset will not be sold below 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.
6. 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 **17.03.2025** up to 6:00 PM.
7. The immovable property will be sold in LOT wise.
8. To the best of knowledge and information of the Authorized Officer, the known encumbrances are as stated in the table above and apart from the encumbrance as stated above, 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, 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 OARPL. The property is being sold with all the existing and future encumbrances whether known or unknown to the OARPL.
9. All dues / arrears / unpaid taxes including but not limited to, including sales taxes, dues of Municipal Taxes, Electricity Dues, Industrial Cooperation etc., labor / workmen dues / compensation if any or any other dues, statutory or otherwise on the secured property shall be borne by the purchaser separately.
10. 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.
11. 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.
12. The interested bidders shall submit their EMD details and documents through Web Portal: bankeauctions.com through Login ID & Password. EMD amount should be paid by way of NEFT / RTGS payable at Mumbai in favor "**Omkaara PS 03/2023-24 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: 055505012840, Name of the Beneficiary: Omkaara PS03/2023-24 Trust, Bank Name: ICICI Bank, Branch: Mumbai-BKC, IFSC Code: ICIC0000555**. Please note that the Cheques shall not be accepted as EMD amount.
13. The EMD of the unsuccessful bidder will be returned within 07 working days from the closure of the e-auction sale proceedings.
14. 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. Bhavik Pandya, Mobile : 8866682937 E mail – maharashtra@c1india.com.
15. 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.
16. Bids below reserve price or without EMD amount shall not be accepted.
17. 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.

18. 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.
19. For any property related query or inspection of property schedule, the interested person may contact the concerned Authorized Officer: Aniket Joshi (**Mob. No. 9869026887**) (**Email ID aniket.joshi@omkaraarc.com**) or at address as mentioned above in office hours during the working days.
20. OARPL reserves its right to sell the property through private treaty as per law, in the event of failure of e-auction.
21. The Authorized Officer/Secured Creditor shall not be responsible for any error, inaccuracy or omission in the said proclamation of sale.
22. 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.
23. 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 Secured Assets, the assets in question shall not be sold or transferred.
24. The Public Auction advertisement does not constitute and shall not be deemed to constitute any commitment or any representation of the OARPL.
25. Intended Bidders are advised to verify and confirm the demarcation, directions, access, status and measurement of the property by their self-due diligence.
26. 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.
27. At the time submission of the bid, bidder should submit affidavit in the spirit of the Section 29 A of Insolvency and Bankruptcy Code 2016.
28. The eligibility/participation of the bidder shall be subject to final verification of the Affidavit cum Undertaking given by the Bidder in the spirit of Section 29A of the Insolvency and Bankruptcy Code, 2016.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. Bidders are bound by the principle of caveat emptor (Buyer Beware).
30. 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.
31. 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.
32. 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.
33. 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 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.
34. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.
35. Borrower/Guarantor/Mortgagor has filed SA before DRT- Ahmedabad being SA No.94/2021 but 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.
36. Sale Confirmation/Sale Certificate shall be collected in person or through an authorized person.
37. The Sale Certificate will not be issued pending operation of any stay/ injunction/ restraint order passed by the ORT/DRAT/High Court or any other court against the issue of Sale Certificate. Further no interest will be paid on the amount deposited.
38. No request for return of deposit either in part or full/cancellation of sale will be entertained.
39. Disputes, if any, shall be subject to jurisdiction of Mumbai Courts/ Tribunals only.
40. No counteroffer/conditional offer/conditions by the bidder and/or successful- bidder will be entertained.
41. If the BID of any two or more bidders are found identical (with same amount) and no one participate in the inter-se-bidding process, it shall be at sole discretion to choose the criteria/mechanism to decide the successful bidder and no bidder shall have right to protest or object the same.

42. The eligibility/participation of the bidder shall be subject to final verification of the Affidavit cum Undertaking given by the Bidder in the spirit of Section 29A of the Insolvency and Bankruptcy Code, 2016.
43. The Authorised Officer reserve the right to either defer or cancel or withdraw the auction at any time before executing the Sale Certificate without assigning any reason and the person participating in the sale shall have no right to claim damages, compensation or cost for such postponement/cancellation.
44. 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 RULE 8(6) READ WITH RULE 9(1) OF SECURITY INTEREST
(ENFORCEMENT) RULES, 2002**

This notice is also a mandatory Notice of Fifteen (15) days to the Borrower/Guarantors of the above loan account under Rule 8(6) read with rule 9(1) of Security Interest (Enforcement) Rules, 2002 and provisions of Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, informing them about holding of sale through Public 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 further interest, cost & expenses till the date of payment in accordance with section 13(8) of t 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) Rules, 2002.

Date: 22.02.2025

Place: Mumbai

**Sd/-
Aniket Joshi
Authorized Officer,
Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as a Trustee of Omkara PS 03/2023-24 Trust)**