

Omkara Assets Reconstruction Private Limited

Corporate Office: Kohinoor Square, 47th Floor, N.C.Kelkar Marg, R.G.Gadkari Chowk, Dadar (West), Mumbai - 400028.
Tel.: 022-26544000 / 8097998596.



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) & 13(4) 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 through publication of auction notice dated 00.06.2023 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:

Auctioneer Name	Omkara Assets Reconstruction Pvt Ltd Address- As per Paper Publication
Auction to be Conducted by	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)
Auction Schedule	Date of Auction: As per Publication Timings: As per Publication Auction Website: https://www.bankeauctions.com 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.
Annexure	<ol style="list-style-type: none">1) E-Auction Notice dated 06.05.2024 alongwith Terms and Condition (Annexure – I) <i>(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.)</i>2) Details of Bidder (Annexure – II) <i>(INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website https://www.bankeauctions.com during the time of submission of the bid.)</i>3) Declaration by Bidder (Annexure – III) <i>(INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website https://www.bankeauctions.com during the time of submission of the bid.)</i>4) Confirmation by Bidder regarding receipt of training (Annexure – IV) <i>(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 support@bankeauctions.com)</i>5) Price Confirmation Letter by H1 Bidder (Annexure – V) <i>(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 & copy to support@bankeauctions.com, immediately on completion of the bidding.)</i>6) Annexure VI – Description of the Properties
Special Instructions	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:** Tender and inter-se-bidding through 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. EMD deposited cannot be withdrawn on or after 27.05.2024 (4:00PM)
12. 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.
13. 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
14. The decision of the OARPL regarding declaration of successful bidder shall be final and binding on all the Bidders.
15. OARPL shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
16. 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.
17. 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.
18. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction.
19. 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.
20. Secured Creditor/Authorized Officer reserves its right to adopt any method to select the highest bidder, if the bid amount of two or more bidders are identical/same and they do not opt for increase their respective Bid Amount through inter-se bidding through on-line e-auction portal.
21. If any person submits it's Bid through Tender Form for the Reserve Price or above the Reserve Price but subsequently doesn't login to participate in e-auction process, then also, if its Bid found to be highest, then, it may be declared as Highest Bidder at the sole discretion of the Secured Creditor/Authorised Officer.
22. **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.

**For Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as a Trustee of Omkara PS 09/2019-20 Trust)**

**Sd/-
Authorized Officer**

Omkara Assets Reconstruction Private Limited

Corporate Office: Kohinoor Square, 47th Floor, N.C.Kelkar Marg, R.G.Gadkari Chowk, Dadar (West), Mumbai - 400028.
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Date: 06.05.2024

Place: Mumbai

Terms & Conditions for Sale of Property

1. The auction sale will be conducted online on “As is where is”, “As is what is” and “whatever there is” and “Without Recourse Basis” of the subject secured assets on 29.05.2024 at 11.00 am.
2. The title document of the property contains the additional survey numbers apart from the property under sale. Omkara ARC can handover certified copy of the title document available with the record of Omkara ARC.
3. The handover of the certified copy of the title document does not tantamount to the handover of the title documents of the additional survey numbers.
4. 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.
5. Demarcation of the property will be the responsibility of the successful purchaser, Omkara ARC will handover the possession “As is where is”, “As is what is” and “whatever there is” and “Without Recourse Basis”
6. 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.
7. The auction will be conducted online through Omkara ARC’s approved the auctioneer portal 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).
8. 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.
9. 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 28.05.2024 up to 4:00 PM.
10. The Bid and EMD cannot be withdrawn after 27.05.2024 (4:00PM)
11. The immovable property will be sold for a Reserve Price mentioned in the published auction notice. All statutory dues/ attendant charges/other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the successful bidder.
12. 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 the OMKARA ARC.

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, 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.
15. 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.
16. The bid once submitted cannot be withdrawn and the bidder must purchase the property for the quoted price in case the same is the highest bid, failing which EMD shall be forfeited.
17. 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/DD** payable at Mumbai in favor “**Omkara PS 09/2019-20 Trust**” which is refundable without interest to unsuccessful bidders. The bank account details are as under: The EMD shall be payable through **NEFT / RTGS/DD payable at Mumbai in the following Account:001312100017981, Name of the Beneficiary: Omkara PS 09/2019-20 Trust, Bank Name: Bharat Co-operative Bank (Mumbai) Limited, Branch: Bandra Mumbai, IFSC Code: BCBM0000014**. Please note that the Cheques shall not be accepted as EMD amount.
18. The EMD of the unsuccessful bidder will be returned within 07 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 or Mr. Bhavik Pandya, Mobile : 8866682937E mail – maharashtra@c1india.com.
20. The bidders must hold a valid e-mail address and may participate in e-auction for inter-se-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 highest 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 decision shall be final & binding.
22. Property will be sold to the bidder quoting the highest bid amount. Inter-se bidding will be at the sole discretion of Authorized Officer. However, the Authorized Officer has the absolute power

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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 title, area of land, building and other details. Secured Creditor does not take any responsibility for any errors / omissions / discrepancy / shortfall etc. in the title/area of Secured Asset 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 Authorized Officer **Mr. Abhishek Shelar**, Mobile: **+91-8097998596**, E-Mail: **abhishek.shelar@omkaraarc.com** or at address as mentioned above in office hours during the working days.
25. The Bank/ARC 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. 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.
29. At the time of submission of the bid, the bidder should submit an affidavit in the spirit of Section 29(A) of Insolvency and Bankruptcy code. 2016.
30. Secured Creditor/Authorized Officer reserves its right to adopt any method to select the highest bidder, if the bid amount of two or more bidders are identical/same and they do not opt for increase their respective Bid Amount through inter-se bidding through on-line e-auction portal.
31. If any person submits it's Bid through Tender Form for the Reserve Price or above the Reserve Price but subsequently doesn't login to participate in e-auction process, then also, if its Bid found to be highest, then, it may be declared as Highest Bidder at the sole discretion of the Secured Creditor/Authorised Officer.
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.

**For Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as a Trustee of Omkara PS 09/2019-20 Trust)**

**Sd/-
Authorized Officer**

Date: 07.05.2024

Place: Mumbai



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 – I: E-Auction Notice dated 07.05.2024 alongwith Terms and Condition
- get the printout
 - fill it up and sign
 - e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in Sale Notice)
- 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
- 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

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Annexure VI – Description of the Properties

All that peace and parcel of NA Land admeasuring 16140 sq. mt. (including area already acquired by the various authorities) and structure standing thereon, admeasuring 4175 sq. ft. consisting of (i) Petrol Pump admeasuring 1800 sq. ft. (ii) Hotel, admeasuring 1500 sq. ft. (iii) Garage, admeasuring 875 sq. ft & Pan Shop, Tyre Godown, Labour Quarters, Residential Block, ATM Space, Office Space, etc. at Survey No.16/2/3 part, Survey No.16/2/2 and Survey No.16/2/1 (New Survey No. 91) at Village Arjanali. Mumbai Nashik Highway, Near Padgha Toll Naka, Padgha, Taluka Bhiwandi, District Thane, bounded as follows:

East: Agriculture Land
West: Mumbai Nashik Highway
North: Agriculture Land
South: Open Plot

{Out of the above area of property, the land acquired by the various authorities i.e. National Highway III (2300 sq.mt.) and Reliance Gas Transportation Infrastructure Private Limited (340 sq.mt.) is/will be excluded.}

A F F I D A V I T

(For the Auction process in the matter of _____)

I/We _____ having address
at _____ state,
submit and confirm as follows:

1. We hereby state, submit and confirm that we are not disqualified from submitting a bid in respect of Property being _____ mortgaged on the account of _____.

2. We hereby state, submit and declare that we or any other person acting jointly with us or any person who is a promoter and/or in the management and/or control of us or any person who shall be the promoter and/or in management and/or control of the business:
 - (a) is not an undischarged insolvent.

 - (b) is not a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949.

 - (c) has not been convicted for any offence punishable with imprisonment –
 - i. for two years or more under any Act specified under the Twelfth Schedule; or
 - ii. for seven years or more under any law for the time being in force.

 - (d) is not disqualified to act as a director under the Companies Act, 2013.

 - (e) is not prohibited by the Securities and Exchange Board of India from trading in securities or assessing the securities markets.

 - (f) has not executed a guarantee in favor of _____.

(g) is not a related party of _____ and/or any other person acting jointly, or any person who is a promoter and/or in the management and/or control of _____, as per the provisions of the Companies Act, 2013

(h) has not a connected person eligible under the above clauses (Connected person shall mean any person who is the promoter or in the management or control of the bidder, the holding company, subsidiary company, associate company or related party of a person).

3. We hereby state, submit and confirm that whatever stated above is true, correct and the best of my knowledge.

Before Me