



OMKARA
ASSETS RECONSTRUCTION Pvt. Ltd.

Sale Process Note
for
Transfer of stressed loan
exposure

CONFIDENTIAL

SALE PROCESS NOTE

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SALE PROCESS NOTE

I. DISCLAIMER AND IMPORTANT NOTICE

This document shall be referred to as the Sale Process Note ("SPN") for Transfer of stressed loan exposure by Omkara Assets Reconstruction Pvt Ltd. (OARPL) acting as Trustee on behalf of Omkara PS 30/2021-22 Trust.

It is presumed and understood that by participating in this process, each of the participating bidders has carried out its own independent due-diligence, investigation and assessment, in respect of any or all matters, information, statements etc. covered/sought to be covered or contained in this SPN and any documents that may be provided by OARPL during the course of the process pursuant to this SPN.

This SPN is for the exclusive use of participating bidders and is not meant for public circulation and is not intended for distribution to any person other than the persons to whom it is addressed and is not transferable. Recipients are not permitted to replicate this SPN or to further distribute/share the SPN.

This SPN may not contain all the information and data each bidder may desire or require in reaching decisions concerning their Bids. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this SPN. Bidders should form their own views as to whether information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

Notwithstanding anything contained in this SPN, neither OARPL, nor its employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this SPN, even if any loss or damage is caused by any act or omission on the part of OARPL or its employees or its advisors, whether negligent or otherwise.

The information contained in this SPN or any other information which may be provided to bidders is subject to change without prior notice. OARPL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged sale process mentioned.

OARPL may at its sole discretion change or extend any timelines indicated above and the same shall be binding on the participating bidders.

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II. INVITATION FOR PARTICIPATION IN BIDDING PROCESS

The OARPL acting as Trustee on behalf of Omkara PS 30/2021-22 Trust invites Bids from all eligible ARCs for Transfer of stressed loan exposure of G P Realtors Private Limited with **Principal Outstanding of Rs. 272.66 Crores**. The above account is offered for sale on “100% Cash basis” on “**As is where is and as is what is**” and “**without recourse**” basis. The sale is subject to the applicable regulations of Reserve Bank of India.

All Asset Reconstruction Companies which are registered as a securitisation and reconstruction company pursuant to Section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (SARFAESI Act) who have tendered their Letter of Expression pursuant to the notification of the OARPL are eligible to participate in the sale process subject to applicable regulations.

The information pertaining to the stressed loan put up for sale would be provided through Virtual Data Room created by OARPL

The Data Room would remain open till data room closing date. Cut-off date for the purpose of the transaction and this SPN will mean the date of **execution of Assignment Agreement**.

Kindly feel free to revert to us in case of any further clarification on the sale process: -

Mr. Piyush Jain

Deputy Vice President

Mob: +91-8879093790

Email: piyush.jain@omkaraarc.com

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III List of account

Sr. No.	Name of the Account	Principal Outstanding (Rs. In crores)
1.	G P Realtors Private Limited	272.66

- The stressed loan accounts are being offered for sale on “100% Cash Basis” and on “As is, where is and what is, where is, and no recourse” basis

IV Schedule of Sale Process:

Sr. No.	Activity	Indicative Date
1.	Release of Newspaper Publication	September 16, 2025
2.	Data room for due diligence	September 16, 2025 to October 03, 2025
3.	Last Date of Submission of Bids	October 04, 2025, upto 6 p.m.
4.	Execution of Assignment Agreement	October 07, 2025

OARPL may at its sole discretion change or extend any timelines indicated above and the same shall be binding on the participating bidders.

V. IMPORTANT TERMS AND CONDITIONS

- The eligible bidder may submit their bid for the loan account in a given timeline.
- After submission of EOI, bidder may execute Non-Disclosure Agreement (NDA) in a form and manner acceptable to OARPL.
- After submission of NDA, the Eligible Bidder(s) may carry out their own due diligence, investigation, inspection, independent Valuation, analysis and independent verification, evaluation of statutory and contingent liabilities, independent enquiries at their own costs before submission of Bid relating to the stressed loan exposure.
- After due diligence the eligible bidder may submit their bid for the loan account along with declaration as enclosed.
- Conditional & Contingent Bids shall be liable to be disqualified by OARPL, and the acceptance of the Bid is subjected to approval of competent authority of the OARPL.
- Bids for stressed loan account shall be submitted on “**100% CASH BASIS**”.
- The Bid must be submitted in a sealed envelope and addressed to
Omkara Assets Reconstruction Private Limited
Kohinoor Square, 47th Floor, N.C. Kelkar Road,
R.G. Gadkari chowk, Dadar,
Mumbai- 400 028.

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In case of Password protected bids, the same shall be emailed on piyush.jain@omkaraarc.com

8. OARPL may, at its discretion can run the Swiss Challenge Process on the bid received by declaring the bidder as "Original Bidder" under this proposed transaction as per the RBI Guidelines.
9. The Eligible Bidder should submit a Resolution of Board of Directors/ Power of Attorney (POA) duly supported by the board resolution authorising the signatories of the Bid.
10. All costs, expenses and liabilities incurred by each Eligible Bidder in connection with the Transaction, including (without limitation) in connection with Due Diligence, preparation and/or submission of the Bid, including fees and disbursements of its own advisors, if any, shall be borne and paid by such Eligible Bidder, whether its Bid is accepted or rejected for any reason, and OARPL does not assume any liability whatsoever in this connection.
11. Any discussions or any clarifications, information sought or divulged with respect to the Bid will not constitute an invitation or commitment by OARPL to enter into any intent, motive, agreement, undertaking or covenant with the Bidder nor shall OARPL be liable to consummate deal with any Participant on the basis of such discussion, negotiation, information.
12. It should however be noted that OARPL does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any such information pertaining to liabilities, encumbrances and dues. The Eligible Bidders should do their own due diligence to verify the same. OARPL does not undertake responsibility for adequacy or sufficiency of information and documents related to Financial Assets. The Bidders should not limit or restrict their due diligence to the documents for assessing the complete risk or even for evaluating the stressed loan.
13. OARPL may, at its sole discretion, add, amend, vary, modify, delete, any of the conditions of SPN as may be deemed necessary in the light of the facts and circumstances and also issue one or more Addendum, Corrigendum as required without giving any reasons thereto. The response required from Bidders as a consequence of any such Addendum shall be specified in the relevant Addendum and the response thereto will be deemed to constitute a part of the relevant Bidder's Bid.
14. OARPL may, at any time and for any reason, without giving any reason thereof, change/extend the deadlines/timelines outlined in this SPN and shall communicate such change/extension individually to Bidder.
15. Transfer of stressed loan to the Successful Bidder shall be effected by execution of the necessary and appropriate Assignment Agreement(s) in favour of the Successful Bidder, only upon receipt and realization from the Successful Bidder of the entire purchase consideration.
16. As from the date of execution of the Assignment Agreements as aforesaid in favour of the Successful Bidder/Assignee, all the rights and corresponding duties and obligations of OARPL in respect of the subject case shall vest in the Assignee. Accordingly, OARPL shall not

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continue attending/perusing/defending to the legal cases which have been/maybe filed in relation to the stressed loan.

17. It is clarified that any payments received in respect of the stressed loan on or after the cut-off date (date of execution of Assignment Agreement), shall accrue to the Successful Bidder, and upon execution of the related Assignment Agreement and / or transfer instrument shall hand such amounts over to the Successful Bidder or its duly authorised agent.
18. In the event, a Successful Bid is received for stressed loan having undeveloped non-fund based (NFB) exposure, the original lender/assignor expects the Successful Bidder also take the assignment of the undeveloped portion should it get devolved at a later date, on the same terms & conditions as applicable for the initial Successful Bid. The modalities of the same will be discussed and finalised with the Successful Bidder prior to execution of the Assignment Agreement. The charge created on securities for such undeveloped exposure will be retained by the original lender/assignor and if there are common securities held, original lender/assignor's pari-passu charge will continue. At the time of assignment of such exposure upon its devolvement, assignment of the exposure would be net of any margin held by the original lender/assignor for the said exposure.
19. OARPL reserves its right to cancel the process at any stage before final confirmation and in that event, OARPL decision in this behalf shall be final and binding on all the Bidders.
20. Disputes, if any, shall be subject to jurisdiction of Mumbai Courts/ Tribunals only.

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DECLARATION

[On the letter-head of the Bidder]

DATE:

To

Omkara Assets Reconstruction Private Limited

Kohinoor Square, 47th Floor, N.C.Kelkar Marg,

R.G.Gadkari Chowk, Dadar (West),

Mumbai - 400028

Dear Sir,

Re: Bids for purchase of stressed loan of OARPL pursuant to the issuance of SPN by OARPL

I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms & conditions of the Sale process note and notice and understood them fully and have carried out our own due diligence. I/We, hereby unconditionally agree to conform with and to be bound by the said conditions. I/We further declare that I/We intend to purchase the stressed loan of G P Realtors Private Limited.

I / We agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the Bid submitted by me / us is liable to be cancelled and OARPL shall be at liberty to annul the offer made to me. In case our Bid for purchase of stressed loan is accepted by OARPL and I / We fail to accept the terms & conditions of the sale or am / are not able to complete the transaction within the specified period for any reason whatsoever and/or fail to fulfil any / all the terms & conditions of the Bid documents; OARPL shall be at liberty to annul the offer.

I /We am solely responsible for all formalities and legal obligations related to payment of stamp duty, registration of documents, payment of taxes, charges, duties incidental expenses etc. leviable and payable as per the laws of the land on sale of Identified Assets.

I/We are not a wilful defaulter and/or related to the borrower and/or guarantors and I/We do not fall under the categories provided under Section 29A of the Insolvency and Bankruptcy Code, 2016 with the borrower, guarantor of Financial Asset and the Assignor.

Yours faithfully

(M/s._____)

Signature of Authorised Signatory