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 Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (No. 54 of 2002) has decided to sell the property through publication of **E-auction notice dated 24.10.2026** 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	1) E-Auction Notice dated 24.10.2026 along with Terms and Condition (Annexure – 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.)* 2) Details of Bidder (Annexure – II) *(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.)* 3) Declaration by Bidder (Annexure – III) *(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.)* 4) Confirmation by Bidder regarding receipt of training (Annexure – IV) *(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)* 5) Price Confirmation Letter by H1 Bidder (Annexure – V) *(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.)* 6) Annexure VI – Description of the Properties

	7) Annexure VII – Affidavit in Spirit of 29 A of IBC, 2016.
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.

Omkara Assets Reconstruction Private Limited
Corporate Office: Kohinoor Square, 47th Floor, N. C. Kelkar Marg, R. G. Gadkari Chowk, Dadar (West), Mumbai - 400028.
Tel.: 022-69231111

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 situations, 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 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 are required to ensure that compliance regarding receipt of training before start of bid process.
3. **Material for Bid:** Sale of Property 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 e-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 will 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 30.11.2026 (5:00 pm)
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 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 25/2021-2022 Trust)
Sd/-
Authorized Officer

Date: 26.10.2026

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.

[Appendix - IV-A]

[See proviso to Rule 8 (6) with Rule 9(1)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTY

E-Auction Sale Notice for Sale of Immovable Asset under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8 (6) read with Rule 9(1) of the Security Interest (Enforcement) Rules, 2002

Notice is hereby given to the public in general and in particular to the below mentioned Borrower that the below described immovable property mortgaged/charged to the Secured Creditor Khamgaon Urban Co-Operative Bank Limited ("KUCBL") in exercise of the powers conferred under the SARFAESI Act and Security Interest (Enforcement) Rules, 2002. ("KUCBL") had issued a Demand Notice dated 28.08.2023 under Section 13(2) of SARFAESI Act thereby calling upon Borrower/Mortgagor/Guarantor i.e. **M/s. Nirmala Agro Industries, Mrs. Swati Ajay Chaudhari, Mr. Raghunath Girdhar Chaudhari, Mr. Pravin Ramkrushna Mahajan and Mrs. Nirmala Raghunath Chaudhari** for repayment of outstanding amount aggregating to **Rs. 1,43,91,414/- (Rupees One Crore Forty Three Lakh Ninety One Thousand Four Hundred Fourteen)** as on 31.07.2023 plus accrued interest/unrealized interest thereon, at the contractual rate(s) together with incidental expenses, costs, charges, etc. till the date of payment within 60 days from the date of the notice. Subsequently loan account was assigned to Omkara Asset Reconstruction Pvt. Ltd. ("OARPL") (acting in its capacity as Trustee of Omkara PS 25/2021-22 Trust Vide assignment agreement dated, 28.12.2021.

Accordingly, OARPL has stepped into the shoes of the assignor and is empowered to recover the dues and enforce the security. The Authorized Officer of OARPL has taken the physical possession of secured assets on 18.06.2026 and 03.09.2026 for Factory Land and Residence respectively.

NOW THEREFORE, the Authorized Officer of OARPL hereby intends to sell the below-mentioned secured property for the recovery of dues. The property shall be sold in exercise of the rights and powers under the provisions of Sections 13 (2) and (4) of SARFAESI Act; on *"As is where is", "As is what is", and "Whatever there is" and "without recourse basis"* on **01/12/2026 (last date and time for submission of bids is 30/11/2026 by 5:00 pm).**

The description of the Immovable Properties, reserve price and the Earnest Money Deposit (EMD) are as under:

Description of immovable property	Reserve Price	EMD	Bid Increment Amount
Lot 1: All that piece and parcel of land and factory at MIDC, Plot No. A-123, situated at – Khadke, Tal. Bhusawal, Dist. Jalgaon, admeasuring land 1800 sq.mt. i.e. (19368 sq. ft.)	**46,00,000/-**	**4,60,000/-**	**1,00,000/-**
Lot 2: All that piece and parcel of Survey No. 226/1+2+227/5B+6B+7B/1+2+3+7C+7D/1+2+3+4/1+3+4/2, out of which plot No. 54, admeasuring 235.46 sq. mts. M.H. No. 2723, which is 2192 sq.fts. along-with construction thereon at Nanadanvan Colony, Bhusawal, Tal. Bhusawal, Dist. Jalgaon.	**1,02,00,000/-**	**10,20,000/-**	**1,00,000/-**

Date and Time of E- Auction	**Lot 1**	**01/12/2026 at 11.00 am**
	Lot 2	**01/12/2026 at 11.30 am**
Last date and time for submission of bid letter of participation/KYC Document/Proof of EMD:	30/11/2026 by 5:00 pm	
Date of inspection	27/11/2026 3:00 pm to 5:00 pm	
Known Encumbrance Details	Not Known	

For detailed terms and conditions of the sale please refer to the link provided in secured creditor website i.e. https://omkaraarc.com/auction.php Bidder may also visit the website https://www.bankeauction.com

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 and for any property related query contact the Authorised Officer, Mr. Satish Naidu, Mobile: +91 8879545079, Mail: satish.naidu@omkaraarc.com. At the time submission of the bid, bidder should submit affidavit in the spirit of Section 29A of Insolvency and Bankruptcy code. 2016

Date: 24.10.2026
Place: Bhusawal

Sd/-
Authorized Officer,
Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as a Trustee of Omkara PS 25/2021-22 Trust)

Terms & Conditions for Sale of Property

1. The public 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 01.12.2026 at 11:00 am.
2. Omkara ARC shall reserve the right to cancel the said auction at any time before registration of the Sale Certificate at own discretion and the amount paid towards sale shall be refunded without any interest.
3. 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.
4. Demarcation of the property will be the responsibility of the successful purchaser, Omkara ARC will hand over the possession "As is where is", "As is what is" and "whatever there is" and "Without Recourse Basis"
5. The auction will be conducted online through Omkara ARCs 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).
6. 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.
7. 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 30.11.2026 up to 5:00 PM.
8. The Bid and EMD cannot be withdrawn after 30.11.2026 (5:00PM)
9. 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.
10. 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.
11. 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 & 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.
12. 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.
13. 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.
14. The bid once submitted cannot be withdrawn after permitted date of withdrawal of bid 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.
15. 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 25/2021-2022 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: 055505010193
Name of the Beneficiary: Omkara PS25/2021-22 Trust
Bank Name: ICICI Bank
Branch: Bandra East, Mumbai,
IFSC Code: ICIC0000555

Please note that the Cheques shall not be accepted as EMD amount.

16. The EMD of the unsuccessful bidder will be returned within 07 working days from the closure of the e- auction sale proceedings.
17. 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:8866682937 E mail – maharashtra@c1india.com.
18. 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.
19. 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.
20. 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 and right to accept or reject any tender/bid or adjourn/ postpone the sale without assigning any reason whatsoever thereof.
21. 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.
22. For any property related query or inspection of property schedule, the interested person may contact the concerned **the Authorised Officer, Mr. Satish Naidu, Mobile: +91 8879545079, Mail: satish.naidu@omkaraarc.com** or at address as mentioned above in office hours during the working days.
23. The Bank/ARC reserves its right to sell the property through private treaty as per law, in the event of failure of e-auction.
24. The Authorized officer/secured creditor shall not be responsible for any error, inaccuracy, or omission in the said proclamation of sale.
25. 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.
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 of submission of the bid, the bidder should submit an affidavit in the spirit of Section 29(A) of Insolvency and Bankruptcy code. 2016.
28. 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.
29. If any person submits it's Bid through Tender Form for the Reserve Price or above the Reserve Price but subsequently does not 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.
30. 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 25/2021-2022 Trust)

Sd/-
Authorized Officer

ANNEXURE-II

DETAILS OF BIDDER

(*Read carefully the terms and conditions of sale before filling-up and submitting the bid)*

1.	Name(s) of Bidder (in Capital)	:
2.	Father's/Husband's Name	:
3.	Postal Address of Bidder(s)	:
4.	Phone/Cell Number and E-mail ID	:
5.	Bank Account details to which EMD amount to be returned	
	i) Bank A/c. No.	:
	ii) IFSC Code No.	:
	iii) Branch Name	:
6.	Date of submission of bid	:
7.	PAN Number	:
8.	Property Item No.	:
9.	Whether EMD remitted	: Yes/No.
10.	EMD remittance details*	: Date of remittance _____
		: Name of Bank _____
		: Branch_____
		: A/c. No._____
		: IFSC Code No._____
12.	Bid Amount quoted	: _____(Rupees_____
		_____
		_____)

I/We declare that I/We have read and understood all the above terms and conditions of auction sale and the auction notice published in the daily newspaper which are also available in the website **https://www.bankeauctions.com** and shall abide by them. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole bidder.

.....

(Name & Signature of the Bidder(s))

***Mandatory: Bidders are advised to preserve the EMD Remittance Challan.**

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website https://www.bankeauctions.com during the time of submission of the bid.

ANNEXURE-III

DECLARATION BY BIDDER(S)

To: **Date:**

The Authorised Officer,

OMKARA ASSETS RECONSTRUCTION PRIVATE LIMITED,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorised Officer and that the Authorised Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the Authorised Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorised Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorised Officer.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authorised Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
6. I/We also understand that the EMD of all offeror/bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
7. The decision taken by Authorised Officer in all respects shall be binding on me/us.
8. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Signature:……
……
Name:……
…….
Address:……
…….
Email- ID……

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website https://www.bankeauctions.com during the time of submission of the bid.

ANNEXURE – IV

CONFIRMATION BY BIDDER REGARDING RECEIPT OF TRAINING

To,
The Authorised Officer,
OMKARA ASSETS RECONSTRUCTION PRIVATE LIMITED,

Sub: Confirmation regarding receipt of e- Auction Training.

Dear Sir,

This has reference to the Terms & Conditions for the e-Auction mentioned in the Tender document and available on the website **https://www.bankeauctions.com**

I/We confirm that:

a. I/We have read and understood the Terms and Condition governing the e-Auction as mentioned in Tender Document available on the website **https://www.bankeauctions.com** and also e-Auction notice published by OMKARA ASSETS RECONSTRUCTION PRIVATE LIMITED. in daily newspapers and unconditionally agree to them.

b. I/We also confirm that we have taken training on the on-line bidding/auction and confirm that we are fully conversant with the functionality and process.

c. I/We confirm that bank and **M/S. C1 India Pvt. Ltd.**, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.

d. We, hereby confirm that we will honor the bids placed by us during the e-Auction process.

With regards

Signature of the Bidder:

Name of Bidder:

Date:

Address of Bidder:

Copy to: C1 India Pvt. Ltd., Plot No.68, 3rd Floor, Sector – 44, Gurugram, Haryana, Pin: 122003, e-mail ID : support@bankeauctions.com
Note: 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, OMKARA ASSETS RECONSTRUCTION PRIVATE LIMITED mentioned in the Sale Notice just after availing training on e-Auction with a copy to support@bankeauctions.com

ANNEXURE – V

PRICE CONFIRMATION LETTER BY BIDDER(S)

To,
The Authorised Officer,
OMKARA ASSETS RECONSTRUCTION PRIVATE LIMITED,

Sub: Final bid quoted during e- Auction - **Sale of Properties of OMKARA ASSETS RECONSTRUCTION PRIVATE LIMITED**

Dear Sir,

We confirm that we have quoted the highest bid of Rs._____/- (In

Words_____) for the purchase of the property (give description of property

_____) during e-Auction of the said property held by M/S C1 India Pvt. Ltd. on _____.

Yours sincerely,

Signature:

Name of Bidder:

Date:

Copy to: C1 India Pvt. Ltd., Plot No.68, 3rd Floor, Sector – 44, Gurugram, Haryana, Pin: 122003, e-mail ID : support@bankeauctions.com

Note: This document is required to be duly filled in and signed by the H1 bidder and thereafter e-mail scanned letter the Authorised Officer, OMKARA ASSETS RECONSTRUCTION PRIVATE LIMITED mentioned in the Sale Notice & copy to support@bankeauctions.com, immediately on completion of the bidding.

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.

Annexure VI – Description of the Property

All that piece and parcel of land and factory at MIDC, Plot No. A-123, situated at – Khadke, Tal. Bhusawal, Dist. Jalgaon, admeasuring land 1800 sq.mt. i.e. (19368 sq. ft.)

And

All that piece and parcel of Survey No. 226/1+2+227/5B+6B+7B/1+2+3+7C+7D/1+2+3+4/1+3+4/2, out of which plot No. 54, admeasuring 235.46 sq. mts. M.H. No. 2723, which is 2192 sq.fts. along-with construction thereon at Nanadanvan Colony, Bhusawal, Tal. Bhusawal, Dist. Jalgaon.

A F F I D A V I T

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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 the Property mentioned in schedule hereinbelow mortgaged on the account of Nirmala Agro Industries.

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 Nirmala Agro Industries (Borrower)
   (g) is not a related party of Nirmala Agro Industries (Borrower) and/or any other person acting jointly, or any person who is a promoter and/or in the management and/or control of Nirmala Agro Industries (Borrower) 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 knowledge.

Before Me