

**Notary -Annexure VII -
On Rs. 600 Stamp paper**

AFFIDAVIT CUM DECLARATION

For the Auction process of following properties:

Property Description of Immovable Properties:

Lot 1 –

Pari Passu Charge with Kotak Mahindra Bank (erstwhile Lakshmi Vilas Bank) on the factory lands at T.S.No.92/2, ward No. E, Block – 7, 63 Pallapatty Village, Itteri Road, Salem West Joint III Sub Reg Div, Salem Taluk, Salem District, belonging to Mr. B.S. Shanmugam admeasuring 0.95 acres boundaries of which are as follows:

North of Kaialinga Udaiyar Property

South of Perumal Property

East of itteri Road

West of 16'0 Road

Lot 2 –

Pari Passu charge with Kotak Mahindra Bank (erstwhile Lakshmi Vilas Bank) on the EM of factory land having an extent of 9,651 sq. ft (Excl. 1,270 sq. ft on which Ganesh Temple has been built abutting Suramangalam Main Road) in TS No.92/4 and 8,138 sq. ft in TS No.92/8 aggregating to 17,789 sq. ft (excluding lands on which Ganesh Temple has been built of 1,270 sq. ft) with superstructures thereon belonging to Mr. B.S. Arunachalam the boundaries of which are as follows:

Item No. 1 –

In Pallapatty Village T.S.No.92/4, Block No.7, Ward E situated

North of Krishnan's Property

South of Suramangalam main road

East of 16ft Pulbic Cart – Track

West of Salem Co-op Marketing Society

Item No. 2 –

In Pallapatty Village T.S.No.92/8, Block No.7, Ward E situated

North of Krishnan's Property

South of Kumareses's Property

East of 16ft Public cart – Track

of Salem Co-op Marketing Society

Lot 3 –

Pari Passu charge with Kotak Mahindra Bank (erstwhile Lakshmi Vilas Bank) on the EM of factory land having an extent of 6200 sq. ft on TS No.92/5 and 7920 sq. ft in TS No.92/9 aggregating to 14,120 sq. ft in Ward E Block with superstructures thereon belonging to Mr. B.S. Krishnan the boundaries of which are as follows:

Item No. 1 –

In Pallapatty Village T.S.No.92/5, extent of 6200 sq. ft in Ward E Block, Suramangalam Main road, Salem taluk, Salem District situated

North – Arunachalam Property

South – Chandrasekar Property

East – Co-op Marketing Society

West – 16'0 Public Cart track

Item No. 2 –

In Pallapatty Village T.S.No.92/9, extent of 7920 sq. ft. in Ward E Block, Suramangalam Main road, Salem taluk, Salem District situated

North – Arunachalam Property

South – Chandrasekar Property

East – Co-op Marketing Society

West – 16'0 Public Cart track

Lot 4 –

Pari Passu charge with Kotak Mahindra Bank (erstwhile Lakshmi Vilas Bank) on the EM of factory land having an extent of 90 cents (45 cents in TS Nos 93 & 45 cents in TS No.93 & 16/1) with superstructures thereon:

Item No. 1 –

In Pallapatty Village T.S.No.93, extent 45 cents belonging to (i) Mr. B.S. Selvakumar (ii) Mr. B.S. Mohan Kumar (iii) Mr. B.S. Muralidharan & (iv) Mrs. Vasantha situated

North of Sri. S. Ravi Babu Property

South of LSP Oil Mill compound

East of Sivaramalingaudayar property

West of marketing society & Mannarchetti Property

Item No. 2 –

In Pallapatty Village T.S.No.93& 16/1, extent 45 cents belonging to (i) Mr. B.K. Hemanth Kumar (ii) Mr. B.C. Dharmaprakash (iii) Mr. B.C. Karthik, (iv) Mr. B.K. Rajaganesh & (v) Mr. B.K. Sivakaumar situated

North of Sivaramalingaudayar land

South of Mannar Cheety land and B.P.Prusothaman Vadaiyar Property

East of Sivaramalingaudayar land

West of 16 wide itteri common pathway and mannarchetty land.

Lot 5 –

Pari Passu charge with Kotak Mahindra Bank (erstwhile Lakshmi Vilas Bank) on the EM of Factory Land having an extent of 1.36 acres belonging jointly to (i) M/s Vasantha Arunachalam Investments (P) Limited (ii) M/s Hemanth Kumar Investments (P) Limited (iii) M/s Dhakshayani Investments (P) Limited & (iv) M/s Usharani Investments (P) Limited admeasuring 1.36 acres, the boundaries of which are as follows:

Item No. 1 –

In Naickampatti Village, Sy No. 24/4K (Part), 24/4L (Part), 24/4M (Part), extent of 0.32-acre, Salem Taluk, Salem District situated:

North by S. No. 23, Ellampillai Main Road

South by S. No. 24/4N & 24/4M lands

East by S. No. 24/2 land

West by S. No. 24/4K, 24/4L & 24/4M lands

Item No.2 –

In Naickampatti Village, Sy No. 24/4N (Part), 24/4O (Part), extent of 0.37-acre, Salem Taluk, Salem District situated:

North by S. No. 24/4M (Part) land

South by S. No. 24/4P land

East by S. No. 24/2 land

West by S. No. 24/4N (Part), 24/4M (Part) lands

Item No.3 –

In Naickampatti Village, Sy No. 24/4P (Part), extent of 0.30-acre, Salem Taluk, Salem District situated:

North by S. No. 24/4N & 24/4O lands

South by S. No. 24/3 lands

East by No. 12, Thumbathulipatti Village

West by S. No. 24/5 lands

Item No.4 –

In Naickampatti Village, Sy No. 24/3 (New No. 24/3A 2A), extent of 0.37-acre, Salem Taluk, Salem District situated:

North by S. No. 24/4P, M/s Usharani Investments (P) Limited land & Thumbathulipatti Village Boundary

South by Thumbathulipatti Village Boundary

East by S. No. 24/3 Thumbathulipatti Village Boundary

West by S. No. 24/3 part lands

I/We _____ having address at _____
_____ and having Aadhar Card No. _____ and Pan No. _____

(hereinafter referred to as the “Purchaser/ Bidder” which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) state, submit and confirm as follows:

1. I/We hereby state, submit and confirm that we are not disqualified from submitting a bid/proposal in respect of Property mentioned in schedule above, mortgaged on the account of LSP Agro Limited.
2. I/We hereby state, submit and declare that I/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 LSP Agro Limited (Borrower)
3. That pursuant to the Public Notice for e-auction for sale of immovable properties dated 23.09.2026 issued by the Authorised Officer of Omkara Assets Reconstruction Private Limited, acting in its capacity as Trustee of “Omkara PS 01/2025-26 Trust” (hereinafter referred to as “OARPL”), the Purchaser / Bidder has made/is making a bid for purchase of Secured Assets as mentioned in the public notice.
4. We declare that no person who was or is a promoter or in management or control of the business of LSP Agro Limited, the Borrower and/ or is a relative of its guarantors or mortgagors is holding any position in the Bidder as director or Key Management Person or has any significant influence over the affairs of the Bidder.

5. We declare that no person who was/is a promoter or in management or control of the business of the holding company, subsidiary company, associate company or related party or connected person of the said Borrower, its guarantors, mortgagors is and/ or was holding any position in the Bidder as director or Key Management Person or has any significant influence over the affairs of the Bidder or is connected/related in any manner.
6. We further declare that none of the persons of the said Borrower, its guarantors, mortgagors have directly or indirectly approached the Bidder or had any influence in taking the decision or offered inducement of any nature to make the bid for purchase of the Secured Assets of the Borrower, its guarantors, mortgagors or in respect of price/ consideration offered to the OARPL.
7. We declare that the Bidder is neither a related party nor has any conflict of interest and has taken independent business decision to make the bid for purchase of the Secured Assets of the Borrower, its guarantors, mortgagors solely in due course of business and based on commercial considerations after independent due diligence of the Secured Assets of the said Borrower, its guarantors, mortgagors.
8. We further declare that the Bidder does not have any commercial or any such similar connections or relation with the Debtor Entity i.e. the Borrower, its guarantors, mortgagors or its promoters, its subsidiary, holding or associate companies or related parties or connected persons of the Debtor Entity i.e. the Borrower, its guarantors, mortgagors that have had influence on the decision of the Bidder to acquire the Secured Assets of Debtor Entity i.e. the Borrower, its guarantors, mortgagors or in the matter of decision as to price/consideration offered to OARPL.
9. We declare that the Bidder or any of its officers/KMP has not been subject to any disability corresponding to the regulatory violations under any law within or outside the jurisdiction of India.
10. We hereby declare that this Declaration has been executed by the Bidder under proper authority and has obtained all approvals as may be required in this regard.
11. We make this declaration knowing that on the faith and strength thereof OARPL has agreed to consider our bid for purchase of the Secured Assets of the Debtor Entity i.e. the Borrower, its guarantors, mortgagors.
12. The terms/expressions used herein have to be understood and construed in accordance with the definitions contained in Companies Act, 2013, Insolvency and Bankruptcy Code, 2016 and such applicable laws.

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

Place:

Date:

Before Me