

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 Email: mumbai@omkaraarc.com www.omkaraarc.com CIN: U67100TZ2014PTC020363	
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[Appendix - IV-A]

[See proviso to rule 8 (6) r/w rule 9(1)]

PUBLIC NOTICE FOR E-AUCTION FOR SALE OF IMMOVABLE PROPERTY

DATE OF E-AUCTION: 17.05.2024

E-Auction Sale Notice for Sale of Immovable Assets 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 and Guarantor(s) that the below described immovable properties mortgaged/charged to the Secured Creditors, the **SYMBOLIC/PHYSICAL** possession of which has been taken by the Authorised Officer of Omkara Assets Reconstruction Pvt. Ltd. ("**OARPL**"). **OARPL** is a Company incorporated under the Companies Act, 1956 and registered with Reserve Bank of India as an Asset Reconstruction Company and having its registered office at 9, M.P Nagar, 1st Street, Kongu Nagar Extn, Tirupur - 641607 and Corporate office at Kohinoor Square, 47th Floor, N.C. Kelkar Marg, R.G. Gadkari Chowk, Dadar (West), Mumbai - 400028. Erstwhile Andhra Bank, erstwhile Dena Bank, Bank of Baroda, Bank of India Indian Bank and IDBI Bank vide Deeds of Assignment dated 3rd January 2018, 14th December 2018, 31st March 2020, 31st December 2020 , 31st March 2021 & 29th April 2023 assigned the debt of **Sanghavi Exports International Private Limited** to OARPL acting in its capacity as Trustee of Omkara PS 05/2017-18 Trust, Omkara PS 15/2018-19 Trust, Omkara PS 27/2019-20 Trust, Omkara PS 20/2020-21 Trust, Omkara PS 30/2020-21 & Omkara PS 02/2023-24 Trust respectively

Accordingly, OARPL is entitled to recover dues and enforce the securities. The Secured Assets will be sold in exercise of rights and powers under the provisions of sections 13 (2) and (4) of SARFAESI Act; on "As is where is", "As is what is", "Whatever there is" and " Without recourse Basis" on **17.05.2024** at 11:00 AM (last date and time for submission of bids is **16.05.2024** by 05:00PM), for recovery of amount shown below in respective column due to OARPL and it's consortium members as Secured Creditors from the Borrower and Guarantors shown below.

The Reserve Price and the earnest money deposit of respective property has been mentioned below in respective column.

The description of Borrowers and mortgagors with description of the immovable property and known encumbrances (if any) are as under: -

Name of Borrower and Guarantors	Outstanding Dues in Rs.	Date of Demand Notice	Dates of Symbolic/Physical Possession												
<u>Borrower:</u> Sanghavi Exports International Private Limited (in liquidation under IBC, 2016) <u>Guarantors:</u> (1) Mr. Kalpesh. V. Sanghavi, (2) Mr. Jayesh V. Sanghavi, (3) Mr. Kirtilal R. Sanghavi, (4) Mr. Chandrakant R. Sanghavi, (5) Mr. Rameshchandra R. Sanghavi, (6) Mr. Ketan K. Sanghavi, (7) Mr. Viren K. Sanghavi, (8) Mr.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Financial Creditor</th> <th style="width: 50%;">Dues as on 15.12.2020</th> </tr> <tr> <td style="text-align: center;">OARPL</td> <td></td> </tr> <tr> <td>As assignee of erstwhile Andhra Bank</td> <td style="text-align: center;">79,14,86,985</td> </tr> <tr> <td>As assignee of erstwhile Dena Bank</td> <td style="text-align: center;">120,84,32,089</td> </tr> </table>	Financial Creditor	Dues as on 15.12.2020	OARPL		As assignee of erstwhile Andhra Bank	79,14,86,985	As assignee of erstwhile Dena Bank	120,84,32,089	09-12-2019	<u>Symbolic Possession</u> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Sr.no (As per the schedule below)</th> <th style="width: 50%;">Date of possession</th> </tr> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">15.12.2020</td> </tr> </table>	Sr.no (As per the schedule below)	Date of possession	1.	15.12.2020
	Financial Creditor	Dues as on 15.12.2020													
	OARPL														
As assignee of erstwhile Andhra Bank	79,14,86,985														
As assignee of erstwhile Dena Bank	120,84,32,089														
Sr.no (As per the schedule below)	Date of possession														
1.	15.12.2020														

Agam K. Sanghavi, (9) Mrs. Bharitben V. Sanghavi, (10) Mrs. Pramilaben K. Sanghavi, (11) Mrs. Kalpanaben R. Sanghavi, (12) Mrs. Devikaben C. Sanghavi, (13) Ms. Nikitaben V. Sanghavi, (14) Kirtilal R. Sanghavi (HUF), (15) Rameschandra R. Sanghavi (HUF), (16) Chandrakant R. Sanghavi (HUF), (17) Vasantlal Sanghavi (HUF), (18) Sanghavi Family Trust, (19) Royal Estate Holding India Pvt Ltd, (20) Sanghavi Star Retail Pvt Ltd, (21) Sanghavi Jewellery Mfg. Pvt Ltd, (22) Sanghavi Diamond Mfg. Pvt Ltd	As assignee of Bank of Baroda	69,53,44,692	Physical Possession <table border="1"> <tr> <td>Sr.no (As per the schedule below)</td> <td>Date of possession</td> </tr> <tr> <td>2 to 4</td> <td>30.04.2023</td> </tr> <tr> <td>5 to 14</td> <td>26.08.2023</td> </tr> <tr> <td>15</td> <td>27.08.2023</td> </tr> </table>	Sr.no (As per the schedule below)	Date of possession	2 to 4	30.04.2023	5 to 14	26.08.2023	15	27.08.2023
	Sr.no (As per the schedule below)	Date of possession									
	2 to 4	30.04.2023									
	5 to 14	26.08.2023									
	15	27.08.2023									
	As assignee of Bank of India	404,06,99,250									
	As assignee of Indian Bank	96,78,71,602									
	As Assignee of IDBI Bank Limited	66,48,03,907									
	Sub-total (OARPL)	8,36,86,38,525									
	State Bank of India	121,85,47,697									
Union Bank of India	93,65,62,549										
Sub-total	281,99,14,153										
Total	1052,37,48,771										
Total dues as on 15.12.2020: Rs. 1052,37,48,771 (Rupees One Thousand Fifty-Two Crores Thirty-Seven Lakhs Forty-Eight Thousand Seven Hundred and Seventy-One only)											

Lot No.	Description of immovable property	Mortgagor	Area	Inspection Date & Time	Reserve Price (Rs. lakhs)	EMD (Rs. lakhs)	Bid Increment Amount (Rs. lakhs)
1	Office Premises No. 402 on 4th floor (North), of Mehta Mahal, built on land bearing Cadastal Survey No. 1501 (New Survey No. 3/8019, 7/8019, 5/8019 and 2/8007 part) of Girgaum Division, situated at 15, Mathew Road, Opera House, Mumbai, along with two (2) car parking spaces. Known encumbrances: As per decree dated 02.05.2019 granted by the Bombay City Civil Court in Summ. Suit No. 1345/2017, an amount of Rs. 14,54,009/- is payable by the mortgagor to Drishti Hospital Co. Pvt. Ltd. along with interest @ 9% p.a. on Rs. 13,03,251/- from the date of filing suit (26.09.2017) till realization.	Royal Estate Holding (India) Pvt Ltd	3180 sq.ft. BUA (2650 sq.ft. carpet)	03.05.2024 11:00 AM to 12:00 PM	696	69.57	10.00
2	All that piece and parcel of land bearing Sheet No. and Survey No 39/587/A, situate near Civil Court, Town New Deesa, Tal. Deesa, Dist. Banaskantha, North Gujarat together with	(1) Mr. Kiritlal R. Sanghavi, (2) Mr. Rameshchandra R. Sanghavi and (3) Mr.	Land - 14763.81 sq.ft. Bldg - 7020	04.05.2024 11:00 AM to 12:00 PM	332	33.21	5.00

	building and structures thereon.	Chandrakant R. Sanghavi.	sq.ft. approx.				
3	Plot No. 14, bearing Sheet No. 39, City Survey No. 587(A), (Aghat land), situated near Nyay Mandir (Court), at Town New Deesa, Tal. Deesa, Dist. Banaskantha, North Gujarat together with all building and structures thereon	Mrs. Kalpanaben Rameshchandra Sanghavi	1800 sq.ft.		36	3.56	1.00
4	Plot No. 13, bearing Sheet No. 39, City Survey No. 587(A), (Aghat land), situated near Nyay Mandir (Court), at Town New Deesa, Tal. Deesa, Dist. Banaskantha, North Gujarat together with all building and structures thereon	Mrs.Pramilaben Kirtilal Sanghavi	930 sq.ft.		19	1.86	0.50
Below mentioned office premises at Sr. No. 5 and 6 situated in 'Gem Avenue' building constructed on land bearing Nondh No. 1364, City Survey Ward No. 6, Surat together with undivided proportionate share in the land and all fixture and fittings.							
5	Office Premises No. 07 on 3rd Floor	(1) Late Mr. Vasantlal R. Sanghavi (now his legal heirs) and (2) Vasantlal R. Sanghavi HUF.	500 sq.ft. BUA	02.05.2024 11:00 AM to 12:00 PM	32	3.16	1.00
6	Office Premises No. 04 on 1 st Floor	Mr. Rameshchandra Ravchand Sanghavi and (2) Rameshchandra Ravchand Sanghavi HUF	500 sq.ft. BUA		32	3.16	1.00
Below mentioned flats at Sr. No.7,8,9,10,11,12,13 and 14 situated in Sanghavi Tower, situated over land comprised in Rev. Sy. No. 540/1, 2 and 3 paiki, Final Plot No. 90 paiki and Sub-Plot No. A, B and C of TPS No. 10, at Village Mouje Adajan, Adajan Road, Surat.							
7	Flat No. 402 in Tower 4	Mr. Kirtibhai Ravchand Sanghavi	1029 sq.ft. carpet	02.05.2024 3:00 PM to 5:00 PM	30	2.97	1.00
8	Flat No. 401 in Tower 4	Mr. Ketan Kirtilal Sanghavi	1029 sq.ft. carpet		30	2.97	1.00
9	Flat No. 502 in Tower 5 Maintenance Charges of Rs.14,850/- over due from July 2023 to March 2024	Mrs. Devikaben Chandrakant Sanghavi	1136 sq.ft. carpet		33	3.33	1.00
10	Flat No. 511 in Tower 5	Mrs. Nikita Viren Sanghavi	1029 sq.ft. carpet		30	2.97	1.00

	Rent Maintenance of Rs.1,500/- over due from July 2023 to September 2023 Maintenance Charges of Rs.13,500/- over due from July 2023 to March 2024						
11	Flat No. 201 in Tower 2	Mr. Chandrakant Ravchandbhai Sanghavi	811 sq.ft. carpet		24	2.43	1.00
12	Flat No. 102 in Tower 1	Mr. Pramilaben Kirtibhai Sanghavi	816 sq.ft. carpet		24	2.43	1.00
13	Flat No. 301 in Tower 3	Mr. Ramesh Ravchand Sanghavi	1136 sq.ft. carpet		33	3.33	1.00
14.	Flat No. 302 in Tower 3	Mrs. Kalpanaben Rameshbhai Sanghavi	1029 sq.ft. carpet		30	2.97	1.00
15.	Flat No. 501, Building No. 2, Megh Mayur Apartments, Opp. Lourdes Convent School, Athawalines, Surat.	Ramesh R. Sanghavi HUF	1210 sq.ft. BUA	02.05.2024 5:00 PM to 6:00 PM	41	4.10	1.00

For detailed terms and conditions of the sale please refer to the link provided in <http://omkaraarc.com/auction.php>

TERMS & CONDITIONS:

1. The auction sale will be conducted online on "As is where is", "As is what is" "whatever there is" and "Without Recourse Basis" on **17.05.2024 at 11:00 AM.**
2. 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).
3. 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.
4. The secured assets 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.
5. The last date for payment of EMD, and submission of Bid Form & Documents to Authorized Officer at 47th Floor, N.C. Kelkar Marg, R.G. Gadkari Chowk, Dadar (West), Mumbai - 400028 is 16.05.2024 up to 5:00 PM.
6. The immovable property will be sold in **LOT WISE.**
7. To the best of knowledge and information of the Authorized Officer, there is no known encumbrance on any property, except as stated in the table above. 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.
8. 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.
9. 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.

10. 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.
11. 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 “**Omkara PS 20/2020-21 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: 344905000918, Name of the Beneficiary: Omkara PS20/2020-21 Trust, Bank Name: ICICI Bank, Branch: Bandra (E), Mumbai, IFSC Code: ICIC0003449**. Please note that the Cheques shall not be accepted as EMD amount.
12. The EMD of the unsuccessful bidder will be returned within 07 working days from the closure of the e-auction sale proceedings.
13. 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 , Bhavik Pandya, Mobile : 8866682937 E mail – maharashtra@c1india.com.
14. 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.
15. Bids below reserve price or without EMD amount shall not be accepted.
16. 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.
17. 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.
18. For any property related query or inspection of property schedule, the interested person may contact the concerned Authorized Officer: **Neelam Patel (Mob. No. 9819963344) (Email ID - neelam.patel@omkaraarc.com) & Akshay Shah (Mob. No. 9833505891) (Email ID - akshay.shah@omkaraarc.com)** or at address as mentioned above in office hours during the working days.
19. The inspection can be done with prior intimation. The persons deputed for inspection by the Bidder should carry with him/ her/ them appropriate authorizations on the letterhead of the Bidder organization/ person, he/ she/ they represent(s), failing which inspection may be refused.
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. 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.
25. 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.

26. 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.
27. 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.
28. Disputes, if any, shall be subject to jurisdiction of Mumbai Courts/ Tribunals only.
29. 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 STATUTORY 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) & 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 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.

Sd/-

Date: 26.04.2024
Place: Mumbai

Authorized Officer, Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as a Trustee of Omkara PS 05/2017-18 Trust,
Omkara PS 15/2018-19 Trust, Omkara PS 27/2019-20 Trust,
Omkara PS 20/2020-21 Trust, Omkara PS 30/2020-21 & Omkara
PS 02/2023-24 Trust)