

**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) 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 mentioned 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:

<b>Auctioneer Name</b>	Omkara Assets Reconstruction Pvt Ltd Address- As per Paper Publication
<b>Auction to be Conducted by</b>	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)
<b>Auction Schedule</b>	Date of Auction: As per Publication (Annexure-I)  Timings: As per Publication  Auction Website: <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>  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.
<b>Annexure</b>	<p>1) Terms &amp; conditions of e-Auction 2) Details of Bidder (Annexure - II)</p> <p>INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> during the time of submission of the bid.</p> <p>3) Declaration by Bidder (Annexure - III)</p> <p>INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> during the time of submission of the bid.</p> <p>4) Confirmation by Bidder regarding receipt of training (Annexure - IV)</p> <p>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 <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a></p> <p>5) Price Confirmation Letter by H1 Bidder (Annexure - V)</p> <p>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</p>

	mentioned in the Sale Notice & copy to support@bankeauctions.com, immediately on completion of the bidding.
	Annexure VI - Description of the Properties
<b>Special Instructions</b>	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.

### 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:** 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. 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.
12. 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
13. The decision of the OARPL regarding declaration of successful bidder shall be final and binding on all the Bidders.
14. OARPL shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
15. 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.
16. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction.
17. 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.
18. **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.

#### **Terms & Conditions for Sale of Property (ies)**

1. The E-Auction is being held on "**AS IS WHERE IS**", "**AS IS WHAT IS BASIS**"," **WHATEVER THERE IS**" and "**WITHOUT RECOURSE BASIS**".
2. To the best of knowledge and information of the Authorised officer, no other encumbrance exists on the properties. However, the intending bidders should make their own independent enquiries regarding the other encumbrances, title of property/ies put on auction and claims/rights/dues effecting the property, prior to submitting their bid. The auction advertisement does not constitute and will 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. The Authorized Officer/Secured Creditor shall not be responsible in any way for any third-party claims/rights/dues.

3. It shall be the responsibility of the bidders to inspect and satisfy themselves about the assets and specification before submitting the bid.
4. The particulars specified in the auction notice published in the newspapers and annexed herein below as ANNEXURE I, have been stated to the best of the information of the undersigned; however, undersigned shall not be responsible/liable for any error, misstatement, or omission.
5. The inspection of property put on auction will be permitted to interest bidders at sites to on the day and time mentioned in the public notice annexed as ANNEXURE-I.
6. The EMD is required to be deposited in the bank account within the stipulated date and time as per the details mentioned in the sale notice. For payment mode, intended bidders are required to go through the attached sale notice. Please refer the payment mode for the remittance of EMD amount to the concerned account given under the sale notice advertisement released in the newspaper which is annexed herewith as ANNEXURE-I and register their name at "<https://www.bankeauctions.com>" and get user ID and Password free of cost and get training on e-Auction from our service provider, M/S C1 India Pvt. Ltd. by contacting on Helpline No. 01244302020/21/22/23, +91 7291981124 / 1126 and e-mail ID: [support@bankeauctions.com](mailto:support@bankeauctions.com).
7. After Registration of bidders in the website as mentioned in para (vi) above, the intending purchaser/ bidder is required to get the copies of following documents uploaded in the website before last date of submission of the bid(s) (as mentioned in the public auction notice published in the newspapers and copy of which is attached below as ANNEXURE-I)
  - a. Copy of the NEFT/RTGS challan;
  - b. Copy of PAN card;
  - c. Proof of identification (KYC) viz. attested copy of Voter ID Card/ Driving License/ Passport etc.
  - d. Copy of proof of address, without which the bid is liable to be rejected.
8. The e-Auction will take place through web portal "<https://www.bankeauctions.com>" on the time specified in the e-Auction notice published in the newspaper and as per ANNEXURE-I attached herewith.
9. The bidder has to specify the choice of the property for which offer is submitted from the list mentioned in the above website along with the EMD amount. (Kindly take note that minimum offer amount cannot be less than the reserve price mentioned in the public auction notice published in the newspapers and copy of which is attached below as ANNEXURE-I below.)
10. The bid/s shall be accompanied by an Earnest Money Deposit (EMD) equal to 10% of the Reserve Price, by RTGS/NEFT. The bids submitted without EMD amount shall be summarily rejected. The property shall not be sold below the reserve price.
11. The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.
12. If the dues of the OARPL together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to OARPL are tendered by or on behalf of the borrower or property holder/s or guarantor/s at any time on or before the date fixed for sale, the sale of assets may be cancelled.
13. The auction is by way of inter-se bidding amongst the bidders and the bidders shall increase the bid amount in the multiple of amount mentioned against each property under column "Bid Increase Amount" in ANNEXURE-I. The inter-se bidding amongst the bidders shall commence online exactly on the date & time specified in the public notice annexed as ANNEXURE-I.
14. The EMD of unsuccessful bidders will be refunded to their respective A/c No. shared in e-Auction Portal (<https://www.bankeauctions.com>) online (within 07 working days from date of auction). The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).
15. The successful bidder shall deposit 25% of bid amount (after adjusting EMD) immediately i.e., on the same day or 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.

16. The successful bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty/transfer charges, Registration expenses, fees etc. for transfer of the property in his/her name.
17. The payment of all statutory/non statutory dues, taxes, rates, assessments, charges, fees etc. owing to anybody shall be the sole responsibility of successful bidder only.
18. In case of any dispute arises as to the validity of the bid(s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of OARPL shall be final. In such an eventuality, OARPL shall in its sole discretion be entitled to call off the sale and put the property to sale once again on any date and at such time as may be decided by OARPL. For any kind of dispute, bidders are required to contact the concerned authorized officer only. In case all the bids are rejected, Authorised Officer can negotiate with any of the bidders or other parties for sale of the properties by way of private treaty.
19. The sale certificate shall be issued on the receipt of entire sale consideration and confirmation of sale by secured creditor. The sale certificate shall be issued by Authorised Officer in the same name in which the offer is submitted.
20. **The sale shall be governed by the terms and conditions mentioned in this tender document as well as the terms and conditions mentioned in the detailed sale notice enclosed as Annexure I to this tender document. In case of any contradictory term, the term and condition mentioned in Annexure I shall prevail.**
21. **Specific terms for assets under Lot No. 1 and Lot No. 2:**
  - a. The terms stipulated above shall also apply to the movable properties under Lot No. 2. Further, the sale of said movable properties under Lot No. 2 will also be subject to SEZ Rules & Regulations.
  - b. **The bidder(s) shall undertake that no damage would be caused to the false ceiling(s) while removal of AHU/ AC pipes/ ducts.**

**Other Terms & Conditions for Sale of Property (ies)**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of OARPL or to any other party.
- The decision of OARPL declaration of successful bidder shall be final and binding on all the Bidders.
- M/s. C1 INDIA PVT. LTD. / OARPL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- M/s. C1 INDIA PVT. LTD. /OARPL is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s .C1 INDIA PVT. LTD. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

Sd/-

Authorised Officer

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 – 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](mailto: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](mailto:support@bankeauctions.com)

**Annexure I – Public Notice for sale with detailed terms and conditions**

<b>OMKARA ASSETS RECONSTRUCTION PRIVATE LIMITED</b> <b>Corporate Office:</b> 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) and 6 (2)]

**PUBLIC NOTICE FOR E-AUCTION FOR SALE OF MOVABLE & IMMOVABLE PROPERTY**

**DATE OF E-AUCTION: 16.05.2024**

**E-Auction Sale Notice for Sale of Movable & Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with provision to Rule 8 (6) and 6 (2) 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 movable and immovable properties mortgaged/charged to the Secured Creditors, the physical possession of which has been taken by the Authorised Officer of Bank of India/ Omkara Assets Reconstruction Pvt. Ltd (“OARPL”), 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, 1<sup>st</sup> 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 3<sup>rd</sup> January 2018, 14<sup>th</sup> December 2018, 31<sup>st</sup> March 2020, 31<sup>st</sup> December 2020, 31<sup>st</sup> March 2021 & 29<sup>th</sup> April 2023 assigned the debt of **Sanghavi Exports International Private Limited (“SEIPL”)** 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 Trust & 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 **16.05.2024 at 11:00 am** (last date and time for submission of bids is 15.05.2024 by 5:00 PM, for recovery of amount shown below with further interest there on till the date of of recovery in respective column due to OARPL and 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 movable and immovable property and known encumbrances (if any) are as under: -

Name of Borrower and Guarantors	Outstanding Dues in Rs.		Date of Demand Notice	Date of Physical Possession
Borrower: Sanghavi Exports International Private Limited (in liquidation under IBC, 2016)	Financial Creditor	Dues as on 15.12.2020	09-12-2019 & 24-03-2021	30-09-2021 / 04-10-2021 / 18-10-2021 /
	OARPL			

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**Registered Office:** No.9, M.P. Nagar, First Street, Kongu Nagar Extn, Tirupur - 641607.

**Corporate Office:** Kohinoor Square, 47th Floor, N.C. Kelkar Marg R.G. Gadkari Chowk, Dadar (W), Mumbai - 400028. Tel.: 022-69231111  
 Email: mumbai@omkaraarc.com / www.omkaraarc.com / CIN: U67100TZ2014PTC020363

<b>Guarantors:</b> (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. 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 erstwhile Andhra Bank	79,14,86,985		13-10-2020 & 27.08.2023
	As assignee of erstwhile Dena Bank	120,84,32,089		
	As assignee of Bank of Baroda	69,53,44,692		
	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		
	<b>Sub-total (OARPL)</b>	<b>836,86,38,525</b>		
	State Bank of India	121,85,47,697		
	Union Bank of India	93,65,62,549		
	Sub-total	215,51,10,246		
<b>Grand Total</b>	<b>1052,37,48,771</b>			
<b>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)</b>				

Lot No.	Description of immovable property	Mortgagor	Area	Inspection Date & Time	Reserve Price (Rs. lakhs)	EMD (Rs. lakhs)	Bid Increment Amount (Rs. lakhs)
1	Machineries at Industrial plots and factory premises constructed thereon bearing Plot No. 5/A-1 & 5/A-2, Revenue Survey No. 14, Final Plot No. 19, village Tunki, Surat.	SEIPL		03.05.2024 2:00 PM to 03:00 PM	138	13.75	2.00
2	Machinery installed/ erected in the factory at Plot No. 203 & 204, Surat SEZ, Sachin, Surat	SEIPL		03.05.2024 11:00 AM to 12:00 PM	9	0.94	0.50



3	Office Premises No. 2 and 102 (merged), at Ashish Chambers, Nondh No. 1976, Mahidharpura, Surat	SEIPL	790 sq.ft. BUA	02.05.2024 12:00 PM to 1:00 PM	32	3.24	1.00	
<b>Below Office Premises at Diamond Trader Apartment, situated on land bearing Nondh Nos. 1978 to 1981 and 2887 to 2890 of City Survey No. 6, at Dalgia Moholla, Mahidharpura Area of City of Surat.</b>  <b>Known Encumbrances for the below mentioned properties</b> Manintainence overdue - 101 & 102 Rs.91,680 as from 01.04.2019 to 31.03.2023 108, 109 & 110 Rs.1,22,800 as from 01.04.2019 to 31.03.2023 501 Rs.92,000 as from 01.04.2019 to 31.03.2023  Fire Safety overdue amount for 101 & 102, 108, 109 & 110, 501 is Rs.30,000 from 01.04.2019 to 31.03.2020  Generator exp overdue amount for 101 & 102, 108, 109 & 110, 501 is Rs.20,000 from 01.04.2021 to 31.03.2022								
4	Office No. 101 & 102 (merged)	SEIPL	1146 sq.ft.	02.05.2024 01:00 PM to 02:00 PM	58	5.83	2.00	
5	Office No. 108 to 110 (merged)		1535 sq.ft.			78	7.78	3.00
6	Office No. 501		733 sq.ft.			37	3.73	1.00
7	Factory Land - Industrial Plot no. 4/A-1, 4/A-2, 4/A-3, 4/A-4 & 4/A-5, Tunki Village, Surat with building thereon  <b>Electricity Overdue</b> Rs. 17,598/- plus DPC (as on date 19.01.2024)	Late Mr. Vasantlal R Sanghavi (now his legal heirs), Mr. Chandrakant R Sanghavi, Mr. Rameshbhai R Sanghavi, Mr. Kirtilal R Sanghavi and M/s Sanghavi Exports (now SEIPL)	Land - 4537.15 sq.mtr.  Bldg - 7089.28 sq.mtr. approx.	03.05.2024 3:00 PM to 5:00 PM	2090	208.98	30.00	

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 **16.05.2024** 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](mailto: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 Kohinoor Square, 47th Floor, N.C. Kelkar Marg, R.G. Gadkari Chowk, Dadar (West), Mumbai - 400028 is **15.05.2024** up to 5:00 PM.
6. The movable and immovable property will be sold in **LOT WISE**.
7. **Sale of movable properties under Lot 2 will also be subject to SEZ Rules & Regulations.**
8. 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.
9. 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.
10. 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.
11. 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.
12. The interested bidders shall submit their EMD details and documents through Web Portal: [bankeauctions.com](https://bankeauctions.com) through Login ID & Password. EMD amount should be paid by way of NEFT / RTGS payable at Mumbai in favor "**Omkaara 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/Demand Draft payable at Mumbai in the following **Account: 344905000918, Name of the Beneficiary: Omkaara PS20/2020-21 Trust, Bank Name: ICICI Bank, Branch: Bandra (E), Mumbai, Mumbai, IFSC Code: ICIC0003449**. Please note that the Cheques shall not be accepted as EMD amount.

13. The EMD of the unsuccessful bidder will be returned within 07 working days from the closure of the e-auction sale proceedings.
14. 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](mailto:maharashtra@c1india.com).
15. 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.
16. Bids below reserve price or without EMD amount shall not be accepted.
17. 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.
18. 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.
19. 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](mailto:neelam.patel@omkaraarc.com)) & Akshay Shah (Mob. No. 9833505891) (Email ID - [akshay.shah@omkaraarc.com](mailto:akshay.shah@omkaraarc.com))** or at address as mentioned above in office hours during the working days.
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 29A 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 be 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) and 6(2) 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) & 6(2) 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.

Date: 26.04.2024  
Place: Mumbai

Sd/-

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 Trust & Omkara PS 02/2023-24 Trust)

**Annexure VI - Description of the Properties**

<b>Lot No.</b>	<b>Description of immovable property</b>	<b>Mortgagor</b>	<b>Area</b>
1	Machinery at Industrial plots and factory premises constructed thereon bearing Plot No. 5/A-1 & 5/A-2, Revenue Survey No. 14, Final Plot No. 19, village Tunki, Surat. as listed in <b>Schedule I</b> hereafter.	SEIPL	
2	Machinery installed/ erected in the factory at Plot No. 203 & 204, Surat SEZ, Sachin, Surat, as listed in <b>Schedule II</b> hereafter.	SEIPL	
3	Office Premises No. 2 and 102 (merged), at Ashish Chambers, Nondh No. 1976, Mahidharpura, Surat	SEIPL	790 sq.ft. BUA
	<p><b>Below Office Premises at Diamond Trader Apartment, situated on land bearing Nondh Nos. 1978 to 1981 and 2887 to 2890 of City Survey No. 6, at Dalgia Moholla, Mahidharpura Area of City of Surat.</b></p> <p><b><u>Known Encumbrances for the below mentioned properties at Sr. No. 4,5 &amp; 6</u></b></p> <p>Manintainence overdue -            101 &amp; 102 Rs.91,680 as from 01.04.2019 to 31.03.2023            108, 109 &amp; 110 Rs.1,22,800 as from 01.04.2019 to 31.03.2023            501 Rs.92,000 as from 01.04.2019 to 31.03.2023</p> <p>Fire Safety overdue amount for 101 &amp; 102, 108, 109 &amp; 110, 501 is Rs.30,000 from 01.04.2019 to 31.03.2020</p> <p>Generator exp overdue amount for 101 &amp; 102, 108, 109 &amp; 110, 501 is Rs.20,000 from 01.04.2021 to 31.03.2022</p>		
4	Office No. 101 & 102 (merged) at Diamond Trader Apartment, situated on land bearing Nondh Nos. 1978 to 1981 and 2887 to 2890 of City Survey No. 6, at Dalgia Moholla, Mahidharpura Area of City of Surat.	SEIPL	1146 sq.ft.
5	Office No. 108 to 110 (merged) at Diamond Trader Apartment, situated on land bearing Nondh Nos. 1978 to 1981 and 2887 to 2890 of City Survey No. 6, at Dalgia Moholla, Mahidharpura Area of City of Surat.	SEIPL	1535 sq.ft.
6	Office No. 501 at Diamond Trader Apartment, situated on land bearing Nondh Nos. 1978 to 1981 and 2887 to 2890 of City Survey No. 6, at Dalgia Moholla, Mahidharpura Area of City of Surat.	SEIPL	733 sq.ft.

Lot No.	Description of immovable property	Mortgagor	Area
7	Factory Land - Industrial Plot no. 4/A-1, 4/A-2, 4/A-3, 4/A-4 & 4/A-5, Tunki Village, Surat with building thereon  <u>Electricity Overdue</u> Rs. 17,598/- plus DPC (as on date 19.01.2024)	Late Mr. Vasantlal R Sanghavi (now his legal heirs), Mr. Chandrakant R Sanghavi, Mr. Rameshbhai R Sanghavi, Mr. Kirtilal R Sanghavi and M/s Sanghavi Exports (now SEIPL)	Land - 4537.1591 sq.mtr.  Bldg - 7089.28 sq.mtr. approx.

**Schedule I**

**Lot No. 1 List of machinery installed/ erected in the factory premises situated at Industrial plots bearing Plot No. 5/A-1 & 5/A-2, Revenue Survey No. 14, Final Plot No. 19, village Tunki, Surat**

Sr. No.	Particulars	Quantity (approx.)
1	Ghanti (Jumbo/ Semi) with/ without motors	55 nos.
	Tools	Lot
2	Laser Machines	
	Make: Orziv 2001	10 nos.
	Make: Bettonville QuickSaw	01 no.
	Make: Bettonville	03 no.
	Make: Laxmi (Scorpion)	03 no.
	Spare parts/ other related parts	Lot
3	Air Handling units with piping, water chillers, motors, cooling towers, etc.	
	Air Handling Units	11 nos.
	Water Chillers (Make: Hitachi)	02 nos.
	Cooling Towers	02 nos.
4	Diamond Measuring/ Planning machines (Make: SARIN Technologies Ltd)	08 nos.
5	Diamond Measuring/ Planning machines (OGI Proportion Analyzer Channel Unit) (Make/ Model: Megascop by OGI Systems Ltd)	28 nos.
6	Diamond Measuring machine (Make/ Model: DiaScan 'S' by Sarine Technologies Ltd)	01 no.
7	Diamond Counting Machine (Make/ Model: Diamond Count, Data Technologies)	01 no.
8	Other Misc. Jewellery related machinery (Lite Girdle Brutting machine, HRD EOS, Roundist, etc.)	10
9	Microscope/ Megascop (operating/ non-operating)	02 nos.
10	Safe (Make: Godrej Defender Plus) (locked, and without keys)	01 no.
11	Main Electrical Control Panels (Ground Floor)	02 nos.
12	Computers & other accessories (Monitor, CPU, Printers, TSC Machines/ Thermal Printers, etc.)	Lot
13	CCTV Camera Monitoring System with one Television and Bosch TVs	Lot
14	Air Conditioners (Split/ Cassette)	Lot
15	Steel Dining Tables with chairs	39 nos.
16	Other furniture - Steel Racks, Locker Racks, Cupboards, Chairs, Table lamps (for diamond assortment), etc.	Lot
17	Car - Honda Accord	01 no.

**Note:** The following items are **not included** in Lot No. 1

Sr. No.	Particulars	Quantity
1	Elevators with connected equipment in machine room	02 nos.
2	Safe (Make: Gold)	01 no.
3	Strong Room Doors (Make: Godrej Defender Plus)	02 nos.
4	Other electric panels/ switch boards, cables/ wires, <u>except</u> those connected/ related to the machinery/ equipment listed above.	-
5	Ovens/ Chimneys fixed to the building structure	-

**The above list is only an indicative list, and the bidders shall verify the same during inspection. Further, in accordance with the terms & conditions stated in this document, the bidder(s) shall undertake that no damage would be caused to the false ceilings/ building structure while removal of AHU/ AC pipes/ ducts.**



**Schedule II**

**Lot No. 2: List of machinery installed/ erected in the factory at Plot No. 203 & 204, Surat SEZ, Sachin, Surat**

Sr. No.	Particulars	Quantity (approx.)
1	Ghat Lathe Machine/ Diamond Shaping machine	73 nos.
2	Jumbo Ghanti (Diamond Polishing Mill)	52 nos.
3	Other Misc. Jewellery related machines (operating/ non-operating/ scrap condition) - Heating equipments, Dori machines, Grinder, Heater, Pressing machine, Testing machines, Ultra Rhodium Plater, etc.	27 nos.
4	Safes (Make/ Model: 31"/500 kg and 51"/600 kg, Godrej Defender Plus)	02 nos.
5	Weigh Scale (Make: Saritorius)	01 no.
6	LV Transformer with breaker & electrical installations, Cable, Earthing & LV distribution panels, etc.	Lot
7	Computer, Printer	Lot
8	CCTV camera, distribution panel, and other related equipment	1 set
9	Furniture - Tables, Chairs, Sofa, Stools, table lamps, fans, etc.	Lot

**Note:** The following items are **not included** in Lot No. 2

Sr. No.	Particulars	Quantity
1	Safe (Make/ Model: 61"/ 750 kg, Godrej Defender Plus)	01 no.

**The above list is only an indicative list, and the bidders shall verify the same during inspection. Further, in accordance with the terms & conditions stated in this document, the bidder(s) shall undertake that no damage would be caused to the false ceilings/ building structure while removal of AC pipes/ ducts.**