

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 - II-A & IV-A]

[See proviso to rule 8 (6) and 6(2) read with 9 (1)]

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

DATE OF E-AUCTION: 13-11-2024

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 see proviso to rule 8 (6) and 6(2) read with 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 movable/immovable property mortgaged/charged to the Secured Creditors, being Erstwhile Andhra Bank, Erstwhile Dena Bank, Bank of Baroda, Bank of India, Indian Bank, State Bank of India, Union bank of India & IDBI Bank the physical possession of which has been taken by the Authorised Officer of 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, 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. Further, the Erstwhile Andhra Bank, erstwhile Dena Bank, Bank of Baroda, Bank of India, Indian Bank and IDBI bank has vide Deeds of Assignment dated 3rd January 2018, 14th December 2018, 31st March 2020, 31st December 2020, 31st March 2021 & 29th April 2023 assigned entire outstanding debt of **Sanghavi Exports International Private Limited ("**SEIPL**")** along with the underlying securities 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.

Pursuant to the assignment agreement, OARPL has stepped into the shoes of the assignor banks and 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 **13-11-2024 at 11:00 am (last date and time for submission of bids is 12-11-2024 by 5:00 PM,** for recovery of amount shown below with further interest there on till the date 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 the property has been mentioned below.

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	Date of Physical /Symbolic Possession
Borrower: Sanghavi Exports International Private Limited (in liquidation under IBC, 2016) Guarantors: (1) Mr. Kalpesh. V. Sanghavi, (2) Mr. Jayesh V. Sanghavi, (3) Mr. Kirtilal R. Sanghavi, (4) Mr. Chandrakant R. Sanghavi, (5) Mr.	Financial Creditor	Dues as on 15.12.2020	09-12-2019 & 24-03-2021	04.04.2022 & 27.08.2023
	OARPL			
	As assignee of erstwhile Andhra Bank	79,14,86,985		

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 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		
	Sub-total (OARPL)	836,86,38,525		
	State Bank of India	121,85,47,697		
	Union Bank of India	93,65,62,549		
	Sub-total	215,51,10,246		
	Grand 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	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	-	28-10-2024 2:00 PM to 03:00 PM	28	2.80	1.00
2	Office Premises No. 2 and 102 (merged), at Ashish Chambers, Nondh No. 1976, Mahidharpura, Surat	SEIPL	790 sq.ft. BUA	28-10-2024 12:00 PM to 1:00 PM	29	2.90	1.00
	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.						
	<u>Known Encumbrances for the below mentioned properties</u>						

	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						
3	Office No. 101 & 102 (merged)	SEIPL	1146 sq.ft.	28-10-2024 01:00 PM to 02:00 PM	52	5.20	2.00
4	Office No. 108 to 110 (merged)		1535 sq.ft.		70	7.00	3.00
5	Office No. 501		733 sq.ft.		33	3.30	1.00
6	Machineries at 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	SEIPL	-	28-10-2024 2:00 PM to 3:00 PM	31	3.10	1.00

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

- The sale is governed by the Provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002.
- The auction sale will be conducted online on “As is where is”, “As is what is” “whatever there is” and “Without Recourse Basis” on **13-11-2024** at 11:00 AM.
- 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).
- 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.
- The secured asset 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.
- 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 **12-11-2024** up to 5:00 PM.
- The movable & immovable property will be sold in LOT wise.
- The machineries mentioned at Lot No. 1 and Lot No. 6 shall be sold as scrap. OARPL does not possess copies of the invoices or any other relevant documents pertaining to these machineries. The representative of OARPL shall not be held liable for the absence of such information. If the intending bidder is participating in this auction, the bidder acknowledges and accept that in future OARPL will not be held responsible for providing any invoices or relevant documentation related to the sale of these machineries.
- To the best of knowledge and information of the Authorized Officer, the known encumbrances are as stated in the table above and apart from the encumbrance as stated above, 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 OARPL. The property is being sold with all the existing and future encumbrances whether known or unknown to the OARPL.

10. 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.
11. 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.
12. 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.
13. 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 "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 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, Mumbai, IFSC Code:** ICIC0003449. Please note that the Cheques/Demand Draft shall not be accepted as EMD amount.
14. The EMD of the unsuccessful bidder will be returned within 07 working days from the closure of the e-auction sale proceedings.
15. 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.
16. 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.
17. Bids below reserve price or without EMD amount shall not be accepted.
18. 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.
19. 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.
20. 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@omakararc.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.

21. OARPL reserves its right to sell the property through private treaty as per law, in the event of failure of e-auction.
22. The Authorized Officer/Secured Creditor shall not be responsible for any error, inaccuracy or omission in the said proclamation of sale.
23. 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.
24. 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.
25. The Public Auction advertisement does not constitute and shall not be deemed to constitute any commitment or any representation of the OARPL.
26. Intended Bidders are advised to verify and confirm the demarcation, directions, access, status and measurement of the property by their self-due diligence.
27. 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.
28. 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.
29. The eligibility/participation of the bidder shall be subject to final verification of the Affidavit cum Undertaking given by the Bidder in the spirit of Section 29A of the Insolvency and Bankruptcy Code, 2016.If at any subsequent point of time (even after issuance of sale certificate) it is revealed and observed that the Affidavit cum undertaking given by the successful bidder is false/incorrect, then the sale shall be liable to be cancelled and the amount already deposited will be forfeited.
30. Bidders are bound by the principle of caveat emptor (Buyer Beware).
31. No complaint on time-factor or paucity of time for bidding will be entertained. In case of sole bidder, the sale may be accepted or deferred and property be brought for resale or otherwise sale will be deferred or cancelled.
32. 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.
33. 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.
34. 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.
35. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.
36. Borrower/Guarantor/Mortgagor has filed SA before DRT- Ahmedabad being SA No.429/2020 but as on today no stay is operating nor any order is passed by any court restraining to proceed for auction of the property under the provisions of SARFAESI Act and Rules made thereunder.
37. Sale Confirmation/Sale Certificate shall be collected in person or through an authorized person.

38. The Sale Certificate will not be issued pending operation of any stay/ injunction/ restraint order passed by the ORT/DRAT/High Court or any other court against the issue of Sale Certificate. Further no interest will be paid on the amount deposited.
39. No request for return of deposit either in part or full/cancellation of sale will be entertained.
40. Disputes, if any, shall be subject to jurisdiction of Mumbai Courts/ Tribunals only.
41. No counteroffer/conditional offer/conditions by the bidder and/or successful- bidder will be entertained.
42. If the BID of any two or more bidders are found identical (with same amount) and no one participate in the inter-se-bidding process, it shall be at sole discretion to choose the criteria/mechanism to decide the successful bidder and no bidder shall have right to protest or object the same.
43. The eligibility/participation of the bidder shall be subject to final verification of the Affidavit cum Undertaking given by the Bidder in the spirit of Section 29A of the Insolvency and Bankruptcy Code, 2016.
44. The Authorised Officer reserve the right to either defer or cancel or withdraw the auction at any time before executing the Sale Certificate without assigning any reason and the person participating in the sale shall have no right to claim damages, compensation or cost for such postponement/cancellation.
45. 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 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) and 6(2) read with rule 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.

Date: 17.10.2024
Place: Mumbai

Sd/-
Neelam Patel – Assistant Vice President
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)