

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

**[Appendix - II-A & IV-A]**

[See proviso to rule 6(2) & 8(6)]

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

DATE OF E-AUCTION: 12.12.2024

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 6(2) & 8 (6) 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 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, Akola Urban Co-operative Bank (“AUCB”) vide Assignment Agreement dated 28-09-2021 has assigned the debt of VGI Pharma Pvt. Ltd & VGI Marketing Division I & II (Borrower) to Omkara Assets Reconstruction Pvt Ltd (OARPL) (acting in its capacity as trustee of Omkara PS 36/2021-22 Trust), OARPL has acquired entire outstanding debts along with the underlying securities against above said Borrower from AUCBL and is entitled to recover the dues and enforce the securities.

Pursuant to the assignment agreement, OARPL has stepped into the shoes of the AUCBL 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 **12.12.2024 at 11:00 am (last date and time for submission of bids is 11.12.2024 - 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 Possession
	Sr No.	Name of Account	Amount		
<u>Borrower:</u> VGI Pharma Pvt. Ltd. <u>Directors :</u> (1) Mr. Vinod J. Bajaj, (2) Mr. Nareshkumar J. Bajaj & (3) Mr. Rohit V. Bajaj <u>Guarantors:</u> (1) Mr Jugalkishore H. Bajaj, (2) Mr. Nitin J. Bajaj & (3) Ms. Rajanbai J. Bajaj <u>Borrower</u> V.G.I. Marketing Division I & II	1.	VGI Pharma Pvt. Ltd	Rs.52,34,39,556/-	13(2) Notice issued on 04.04.2015 & 02.05.2017	07.02.2024
	2.	VGI Marketing Division I & II	Rs.20,71,82,271/-		
		Total	Rs.73,06,21,827/-	13(4) Notice on - 22.05.2017 &	

Partners - (i) Vinod Jugalkishor Bajaj, (ii) Nareshkumar Jugalkishor Bajaj,(iii) Nitinkumar Jugalkishor Bajaj, Guarantors - (1) Jugalkishor Hiralal Bajaj, (2) Rajnibai Jugalkishor Bajaj 3 Rajesh Ramnarayan Mantri	Total dues as on 31.10.2024: Rs. 73,06,21,827/- (Rupees Seventy Three Crores Six Lakhs Twenty One Thousand Eight Hundred Twenty Seven only)	31.07.2017	
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Lo t N o.	Description of immovable property	Mortgagor	Area	Date of E-Auction	Inspection Date & Time	Reserve Price (Rs. lakhs)	EMD (Rs. lakhs)	Bid Increment Amount (Rs. lakhs)
1	All that piece and parcel of land bearing plot no. J-8 area 4050 sq.mtrs, phase III, M.I.D.C., Akola, within the village limits of Shivar, Tq.and dist. Akola, Registration and sub-district and district Akola and factory unit building standing, thereon	VGI Pharma Pvt. Ltd.	4050 sq.mtrs	12.12.2024	18.11.2024 12:00 PM to 1:00 PM	479	4.79	5.00
2	Machinery at Above	VGI Pharma Pvt. Ltd.	-		18.11.2024 12:00 PM to 1:00 PM	114	1.14	1.00
3	Mouje Nandgaon Peth, Tq. & Dist. Amravati, bearing Nazul Sheet no. 4, Nazul Plot no. 879, Municipal Property no. 1035 (Old House no. 102) from Ward no. 4, having Area 640.6 Sq.mtrs. (6895.41 Sq.ft.)	Mr. Jugalkishor H. Bajaj	640.60 sq.mtrs		19.11.2024 12:00 PM to 01:00 PM	86	8.6	1.00

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

- 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 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.
- 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.

4. To the best of knowledge and information of the Authorized Officer, except the known encumbrance as stated in the detailed terms and conditions. there are no known encumbrance on any property.

STATUTORY NOTICE FOR SALE UNDER RULE 8(6) & RULE 6(2) OF SECURITY INTEREST (ENFORCEMENT) RULES, 2002

This notice is also a mandatory Notice of Thirty (30) days to the Borrower/Guarantors of the above loan account under Rule 8(6) & Rule 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: 05.11.2024

Place: Mumbai

Sd/-
Authorized Officer,
Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as a Trustee of Omkara PS 36/2021-22 Trust)

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 12.12.2024.
2. 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.
3. The auction will be conducted online through Omkara ARC’s 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).
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 up to 5:00 PM on 11.12.2024
6. 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.
7. 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.
8. The movable & immovable property will be sold LOT wise.
9. There was a letter issued in November 2023 wherein the Employee provident fund dues were Rs. 72,26,875/- in the account of VGI Pharma Pvt. Ltd. & vide letter dated 28.06.2024 Income tax department dues were Rs. 2,39,16,740/- plus interest in the account of VGI Marketing Division and to the best of knowledge and information of the Authorized Officer, the known encumbrances are as stated 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, 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.
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 “**Omkara PS 36/2021-22 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: 55505012793, Name of the Beneficiary: Omkara PS 36/2021-22 Trust, Bank Name: ICICI Bank, Branch: ICICI Bank**

Towers, Mumbai, IFSC Code: ICIC0000555. 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. Priority will be given to the Bidder who will Bid for the Entire **Lot 1 & Lot 2 together**.
16. 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.
17. 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.
18. Bids below reserve price or without EMD amount shall not be accepted.
19. 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.
20. 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.
21. 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@omkararc.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.
22. OARPL reserves its right to sell the property through private treaty as per law, in the event of failure of e-auction.
23. The Authorized Officer/Secured Creditor shall not be responsible for any error, inaccuracy or omission in the said proclamation of sale.
24. 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.
25. 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.
26. The Public Auction advertisement does not constitute and shall not be deemed to constitute any commitment or any representation of the OARPL.
27. Intended Bidders are advised to verify and confirm the demarcation, directions, access, status and measurement of the property by their self-due diligence.
28. 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.
29. 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.

30. 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.
31. Bidders are bound by the principle of caveat emptor (Buyer Beware).
32. 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.
33. 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.
34. 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.
35. 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 be forfeited, allowing an opportunity for clarification. Subsequent to the said verification, the Sale Certificate shall be issued.
36. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.
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 6(2) & 8(6) OF SECURITY INTEREST (ENFORCEMENT) RULES 2002.

This notice is also a mandatory Notice of not less than 30 (Thirty) days to the Borrower(s) of the above loan account under Rule 6(2) & 8(6) of Security Interest (Enforcement) Rule, 2002 and provisions of The Securitization & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, informing them about holding of auction/sale through e-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 cost & expenses. 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) Rule, 2002.

Date: 05.11.2024

Place: Mumbai

Sd/-
Authorized Officer
Omkara Assets Reconstruction Pvt Ltd.
(Acting in its capacity as a Trustee of Omkara PS 36/2021-22 Trust)