# **BEFORE THE NATIONAL COMPANY** LAW TRIBUNAL **BENCH II, AT MUMBAI**

C.P.(CAA)/163(MB)2024 in C.A.(CAA)/273(MB)2023 In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 of the Companies Act, 2013 and other related provisions and Rules made thereof AND

In the matter of Scheme of Amalgamation of Nova Pulse IVF Clinic Ahmedabad Private Limited ('the Transferor Company 1') and Nova Fertility East Private Limited ('the Transferor Company 2') with Rhea Healthcare Private Limited ('the Transferee Company') and their respective shareholde

### Nova Pulse IVF Clinic Ahmedabad Private Limited

(CIN: U85110MH2003PTC399964) A company incorporated under the provisions of Companies Act, 1956 having its registered office at 7A, 9<sup>th</sup> Floor, nacle Corporate Park, Building No.19. A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051

### (the Transferor Company 1 / the Petitioner Company 1)

Nova Fertility East Private Limited (CIN: U93000MH2014PTC416797) A company incorporated under the provisions of Companies Act,1956 having its registered office at 7A 9th Floor Pinnacle Corporate Park, Building No.19, A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai - 400051.

(the Transferor Company 2 / the Petitioner Company 2)

**Rhea Healthcare Private Limited** (CIN: U85110MH2008PTC375300) A company incorporated under the provisions of Companies Act, 1956 having s registered office at 7A, 9<sup>th</sup> Floor, innacle Corporate Park, Building 1 , No.19. A Wing, G-Block, Bandra Kurla Complex, Bandra East Mumbai – 400051.

(the Transferee Company / the Petitioner Company 3)

### NOTICE OF PETITION

A petition under section 230 read with section 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, for Scheme of Amalgamation of Nova Pulse IVF Clinic Ahmedabad Private Limited ('the Transferor Company 1') and Nova Fertility East Private Limited ('the Transferor Company 2') with Rhea Healthcare Private Limited ('the Transfere Company') and their respective shareholders was presented by the Petitioner Companies and vide order delivered on 19<sup>th</sup> September 2024, the said petition is fixed for hearing before Mumbai Bench of National Company Law Tribunal on 28th October 2024

Any person desirous of supporting or opposing the said petition should send to the petitioner's advocate, notice of his intention, signed by him or his advocate, with his name and address, so as to reach the petitioner's advocate not later than 'two days' before the date fixed for the hearing of the petition. Where he seeks to oppose the petition, the grounds of opposition or a copy of his affidavit shall be furnished with such notice. A copy of the petition will be furnished by the undersigned to any person

requiring the same on payment of the prescribed charges for the same

Place: Mumbai, Maharashtra	Sd/- M/s. Dhaval Vussonji & Associates, Advocate & Solicitors Advocate for the Petitioner Office: 113-114, Free Press House, Free Press Journal Marg, Nariman Point, Mumbai - 400021	the Hon'ble Commissio Corporation. NMMCPRAdv556/2024 Nav
Date: 07th Day of October 2024	Email: sonam.mhatre@dvassociates.co.in	

REGD. A/D/DASTI/AFFIXATION/BEAT OF DRUM & PUBLICATION/NOTICE BOARD OF DRT <u>SALE PROCLAMATION</u> OFFICE OF THE RECOVERY OFFICER DEBTS RECOVERY TRIBUNAL - II, MUMBAI	EXH NO : 5
MTNL Bhavan, 3rd Floor, Colaba Market, Colaba, Mumbai. R.P. No. 365 /2017 DATE	D: 03.10.202
PROCLAMATION OF SALE UNDER RULES 38, 52 (2) OF SECOND SCHEDULE TO THE INCOME TA READ WITH THE RECOVERY OF DEBTS AND BANKRUPTCY ACT, 1993.	<u>X ACT, 1961</u>
IDBI Bank Limited, Andheri (E) Branch ]Certificate Holder (Org. V/s	Applicants)
Mr. Hero Minoo Daver ]Certificate Debtor	
C.D: Mr. Hera Minoo Daver, Flat No. 301, 3rd Floor, Padma Excellency, Kolovery Village, Kalina, Santacruz (East), And also at : Crown Mansion, 2nd Floor, 6-B Forjet Street, Gowalia Tank, Mumbai 400 036. <u>And also at</u> : Same Decorators, 83-A, L.B.M Compound, Opp A/C Market, Tardeo, Mumbai 400 034.	
Whereas Hon'ble Presiding Officer, Debts Recovery Tribunal No. III Mumbai has drawn up the Recovery Certifi Application No. 220 of 2012 for recovery of Rs. 31,84,661.32/- with interest and cost from the Certificate Debtc Rs. 1,92,71,103.86 (upto 03.09.2024) is recoverable together with further interest and charges as per the Recov Decree.	ors and a sum o
And whereas the undersigned has ordered the sale of property mentioned in the Schedule below in satisfac	tion of the said
certificate.	
And whereas a sum of Rs. 31,84,661.32 along with pendent-lite and further interest @ 9 % p.a. from the date of application i.e. 13.10.2011 till payment and/or realization and cost from C.Ds.	filing of origina
Notice is hereby given that in absence of any order of postponement, the said property shall be sold on 11.11.2024	

and bidding shall take place through "On Line Electronic Bidding" through the website (www.bankeautions.com) of M/s, C 1 India Private Limited, having address at Plot No. 68, Sector 44, Gurugram- 122003, Haryana, India, Contact Person, - Mr. Bhavik Pandya (Mobile +91 8866682937). Email address - <u>maharashtra@c1india.com</u> & <u>gujarat @c1india.com</u> (support help Desk No. +91 8866682937 / 01244302000) The intending bidders should register themselves on the website of the aforesaid

### **PUBLIC NOTICE**

M/s. Apna Nagar Adarsh Co-operative Housing Society Limited (**"Society"**) passed a General Body Resolution dated May 5, 2006 appointing Navkar Constructions (**"Firm"**) as a Developer of the All that piece and parcel of land bearing Survey No. 52 Hissa No. 6 (part), Survey No. 45A Hissa No. 3 (part), CTS No. 62, 62 (1 to 18), CTS No. 63, 63 (1 to 217) and CTS No. 64, 64(1 to 12) admeasuring in aggregate 7,100 square yards equivalent to 5,937 square meters as per the documents of title but admeasuring 6748.1 square meters as per the property register cards but admeasuring 6748.1 square meters as per the property register cards but admeasuring 67461 square meters as per the physical measurement of the Property situate at Village Akurli Taluka Borivali, Mumbai Suburban District, Mumbai 400 101 (**"Property"**) described hereunder and also executed a Power of Attorney dated June 19, 2006, duly notarised in favour of the Partner of the Firm, Mr Vinod Kumar Yadav, for undertaking redevelopment of the Property. By and under a General Body Resolution dated 2nd April 2017 M/s. Poddar Housing and Development Limited was appointed as the Co- Developer along with Navkar Constructions ("Firm") as Developer.

ALL PERSONS are hereby informed that any including an individual, Hindu Undivided Family, a company, banks, financial institutions/s, non-banking financial institution/s, a firm, an association of persons or a body of individuals whether incorporated or not, intent to deal with the said Property and/or SRA Scheme of the Society propounded by the said Firm and/or wish to enter into a Joint Venture and/or any other writing shall not do so withou prior written consent of the Society and/or its Members.

### THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Survey No. 52 Hissa No. 6 (parl), Survey No. 45A Hissa No. 3 (parl), CTS No. 62, 62 (1 to 18), CTS No. 63, 63 (1 to 217) and CTS No. 64, 64(1 to 12) admeasuring in aggregate 7,100 square yards equivalent to 5,937 square meters as per the documents of title but admeasuring 6748.1 square meters as per the property register cards but admeasuring 6746 square meters as per the physical measurement of the Property situate at Village Akurli Taluka Borivali, Mumbai Suburban District, Mumbai 400 101. Dated this 7th day of October, 2024.

Apna Nagar Adarsh Co-operative Housing Society Limited Sd/-

Secretary

#### Navi Mumbai Municipal Corporation **City Engineering Department** Tender Notice No. NMMC/CE/213/2024-25 Sr. Name of Work Estimated No. Cost (Rs.) Improvements of roads by 1,20,28,404/asphalting in sector 42 nerul in Belapur ward Improvement of Gutter and Pathway 2 Beta Shop to Ramkrishna Society 70,61,151/-Sec-40 in Belapur Ward Providing and fixing sculpture with development of surrounding area at 3 66.79.849/-Jewel of navi mumbai sector 26 nerul in Belapur ward Tender booklets will be available on e-tendering computer system at <u>https://mahatenders.gov.in</u> website on dt. 07/10/2024 The tender is to be submitted online at https://mahatenders.gov.in For any technical difficulties in the e-tendering process, please contact the help desk number given on this website. The right to accept or reject any tender is reserved by oner of Navi Mumbai Municipal Sign/ Shirish Aradwad **City Engineer** i Mumbai Municipal Corporation



www.navshakti.co.in

**PUBLIC NOTICE** 

PUBLIC NOTICE M/s. Navkar Constructions ("Firm") was appointed as Developer by Apna Nagar Adarsh Co-operative Housing Society Limited ("Society") pursuant General Body Resolution dated May 5, 2006 in respect of "All that piece and parcel of land bearing Survey No. 52 Hissa No. 6 (part), Survey No. 45A Hissa No. 3 (part), CTS No. 62, 62 (1 to 18), CTS No. 63, 63 (1 to 217) and CTS No. 64, 64(1 to 12) admeasuring in aggregate 7,100 square yards equivalent to 5,937 square meters as per the documents of title but admeasuring 6744.5 square meters as per the property register cards but admeasuring 6746 square meters as per the physical measurement of the Property situate at Village Akurli Taluka Borivali, Mumbai Suburban District, Mumbai 400 101 ("Property" described hereunder and also executed a Wumbai 400 101 ("**Property**") described hereunder and also executed Power of Attorney dated June 19, 2006, duly notarised in favour of th Partner of the Firm, Mr. Vinod Kumar Yadav, for undertaking redevelopme of the Property

By and under a Deed of Conveyance dated 27th January, 2017 dul registered in the office of Joint Sub Registrar Borivali- 6 at Serial No. 932 o registered in the office of Joint Sub Registrar Borivali- 6 at Serial No. 932 of 2017 and Second Deed of Conveyance Deeds 30th May 2018 Sub Registrar Borivali- 2 at serial No. 5988 of 2018 and Rectification Deed dated 2nd April 2023 Sub Registrar Borivali- 6 at Serial No. 20891 of 2023 the Firm conveyed and transferred the said property in favour of M/s. Poddar Housing and Development Limited ("PHDL") on the terms and conditions as mentioned therein. The said PHDL is still to fulfil the terms. The Society by and under a General Body Resolution dated 2nd April 2017 M/s. Poddar Housing and Development Limited was appointed as the Co-Developer along with Navkar Constructions ("Firm") as Developer.

ALL PERSONS are hereby informed that any including an individual, Hindu Undivided Family, a company, banks, financial institutions/s, non banking financial institution/s, a firm, an association of persons or a body c individuals whether incorporated or not, intent to deal with the said Propert and/or SRA Scheme of the Society propounded by the said Firm and/or wisi to enter into a Joint Venture and/or any other writing shall not do so withou prior written consent of the M/s. Navkar Constructions and/or its Partners.

### THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Survey No. 52 Hissa No. 6 (part), Survey No. 45A Hissa No. 3 (part), CTS No. 62, 62 (1 to 18), CTS No. 63, 63 (1 to 217) and CTS No. 64, 64 (1 to 12) admeasuring in aggregate 7,100 square yards equivalent to 5,937 square meters as per the documents of title but admeasuring 6748.1 square meters as per the property register cards but admeasuring 6746 square meters as per the physical measurement of the Property situate at Village Akurli Taluka Borivali, Mumbai Suburban District, Mumbai 400 101.

Dated this 7th day of October, 2024. **Navkar Constructions** Sd/-

Partner



**KOTAK MAHINDRA BANK LIMITED** 

Registered Office: - 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051. Corporate identity No. L65110MH1985PLC038137). Branch Office at, Admas Plaza, 4th Floor, 166/16, CST Road, Kolivery Village, Kunchi Kurve Nagar, Near Hotel Hare Krishna, Santacurz East, Mumbai - 400098. **Co kotak**°

PUBLIC NOTICE FOR AUCTION CUM SALE Notice is hereby given to the public in general and in particular to the Borrower/Co-Borrower/Guarantor/Mortgagor that the below described immovable property mortgaged to Kotak Mahindra Bank Ltd, and the Physical Possession of which has been taken over by the Authorised Officer of Kotak Mahindra Bank Ltd, against which expression of interest/offer has been received from an intended purchaser at the amount mentioned as Reserve Price and therefore further offers are invited by the undersigned in sealed covers for purchase of immovable property described herein under, which will be sold on "AS IS WHERE IS" AND "AS IS WHAT IS" basis. Offers are invited to take part in e-auction through the Web Portal of our e-Auction Service Partner, M/s.C1 India Pvt. Ltd. (www.c1india.com) i.e. https://www.bankeauctions.com by the undersigned for sale of the immovable property of which particulars are give

Name of the Borrower(s) / Guarantor(s) / Mortgagor(s)	Demand Notice Date and Amount	Description of the Immovable Properties	Reserve Price	Earnest Money Deposit (EMD)	Date/ time of Auction
1) Mrs.Sangita Vinod Jain (Borrower), & 2) Mr. Vinod D. Jain (Co-Borrower/ Guarantor) (Loan Account No. RHB2008386 & RHB2006423)	26th July, 2021 Rs. 1,01,92,476.60 (Rupees One Crore One Lakhs Ninety Two Thousand Four Hundred Seventy Six And Paisa Sixty Only) as on 23.07.2021	All that part and parcel of the Properties bearing:- Property 1:- All that piece and parcel of Property being of Flat No.501, Shreeji Palace, CHS. Ltd., Near Jalaram Mandir, Off Nehru Road, At Village Chole, Dombivail (E)-421201.	Rs. 1,03,92,300/- (Rupees One Crore Three Lakhs Ninety Two Thousand Three Hundred Only)	10% of Bid Amount	Date of Inspection of Immovable property 14th October 2024 11:00 hrs – 12:00 hrs Last Date for Submission of Offers / EMD 28.10.2024 till 5.00 pm. Date/ time of Auction 29.10.2024 11:00 hrs -12:00 hrs

# www.freepressjournal.in

### Government of Maharashtra, Water Resources Department Superintending Engineer & Joint Director, META, Nashik e-Tender Notice No. 01/2024-25 Name of Work:- Providing Mess Services at Maharashtra

# Engineering Training Academy (META), Nashik

Superintending Engineer & Joint Director, META, Nashik Nater Resources Department, Government of Maharashtra nvites e-Tender proposals from experienced contractors having license of F.D.A. for-food services and registered under Bombay Shops and Establishment Act 1948 for the work of Providing Mess Services at Maharashtra Engineering Training Academy (ME'I A), Nashik" through online, e-Tendering, B1 Tender form. Interested bidders shall visit http://mahatenders.gov.in for detailed documents.

Interested bidders can visit http://mahatenders.gov.in for detailed documents. Tender will be available from Dt 07/10/2024 to 14/10/2024.(05:00 pm)

Tender submission would be online and the deadline to submit the proposals is 14/10/2024 upto 05:00 pm. Cd/

			3u/-
Superintending	Engineer	& Joint	Director

DGIPR 2024-25/4118 META, Nashik Ow.No.MDRT-2/630/2024 EXH-38

Date:04/10/2024			
REGD.A/D/DASTI/AFFIXATION/BEAT OF	F DRUM & PUBLICATION/		
NOTICE BOARD OF	- DRT		
SALE PROCLAMA	TION		
OFFICE OF THE RECOVER			
DEBTS RECOVERY TRIBUN			
MTNL Bhavan, 3rd Floor, Colaba Mark			
R.P No. 110/2016	DATED: 24.09.2024		
PROCLAMATION OF SALE UNDER RULES			
SCHEDULE TO THE INCOME TAX ACT, 1961 R			
DEBTS & BANKRUPTCY			
Bank of Baroda, Jacob Circle Branch	]Certificate Holders ] (Org. Applicants)		
VS			
M/s Orbit Exports & Ors To.	] Certificate Debtors		
CD - 1 : M/s Orbit Exports, 1st Floor, John Robert (East), Mumbai 400 015.	Compound, Sewri Fort Road, Sewri		
CD-2: Mr. Rajiv Rajendra Modi, 78/8 Krishna Viliar, R.A	A.K Road, Wadala, Mumbai 400 031.		
CD - 3: Mr Rajendra Babubhai Modi (deceased throug	gh legal heirs)		
(a)Smt Padma Rajendra Mody, residing at 78/8 K Mumbai 400 031.	rishna Vihar, R.A.K Road, Wadala,		
(b)Mr Sunil Rajendra Mody, residing at 78/8 Krishna 400 031.	Vihar, R.A.K Road, Wadala, Mumbai		
CD - 4: Mr Abdul Wahid Mohammed, Flat No. 8,	3rd Floor, Link Corner Cooperative		
Housing Society, Linking Road, Off Vivekanand Road	, Bandra (West), Mumbai 400 050		
Whereas Hon'ble Presiding Officer, Debts Recovery Tribunal No. II Mumbai has drawn up			
the Recovery Certificate in Original Application			
Rs 5,53,75,146.00 with interest from the Certif			
36,71,58,,403.66 (upto 14.11.2024 date of sale), is recoverable together with further			
interest and charges as per the Recovery Certificate / Decree.			
And whereas the undersigned has ordered the sale of property mentioned in the Schedule			
below in satisfaction of the said certificate.			
And whereas a sum of Rs. 5,53,75,146.00 along with pendent-lite and further interest @ 15.75% p.a with monthly rests on Rs. 18,77,878.00 being dues under Cash Credit			
Facility, @17.50% p.a with monthly rests on Rs. 3,89,42,657.00 being dues under			
FBP/FBD Facility and @17.50% p.a with monthly rest on Rs. 1,45,54,611.00 being			
dues under Packing Credit Facility from the date of filing of original application i.e.			
20.01.2014 till payment and/or realization from C.Ds.			
Notice is hereby given that in absence of any order of postponement, the said property(s)			
shall be sold on 14/11/2024 between 02:00 PM to 03:00 P.M. (with auto extension clause			
in case of bid in last 5 minutes before closing, if required) by open public e-auction and			
bidding shall take place through "Online Electron			
https://drt.auctiontiger.net) of M/s.e-procurement Technologies Ltd. having address at			
B-704, Wall Street-II, Opp Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad 380			
006, Gujarat(India). Phone Nos. 079–68136841/55/51, 079–68136800. Contact Person: Mr. Praveen Kumar Thevar (Mobile +91:9722778828), email-			
wii. Fiaveen Kumar inevar (Mobile			

raveen thevar(a)auctiontiger net or support@auctiontiger net. The intending bidders should register themselves on the website of the aforesaid e-auction agency well in advance and get user ID and Password for uploading of requisite documents and/or for participating in the open public e-audion.

or further details contact: Mrs. Rucha Bhoir (Authorised Officer) Mobile - 9869375872 The sale will be of the property of the C.Ds above named as mentioned in the schedule below & the liabilities and claims attached to the said property, so far as they have beer ascertained, are those specified in the schedule against each lot/property.

The property will be put up for sale in the lots specified in the schedule. If the amount to be realized is satisfied by the sale of portion of the property, the sale shall be immediately topped with respect to the remainder. The sale will also be stopped if, before any lot is nocked down the arrears mentioned in the said certificate, interest costs (including cost of sale) are tendered to the officer conducting the sale or proof is given to his satisfaction that he amount of such certificate, interest and costs has been paid to the undersigned.

The particulars specified in the annexed schedule have been stated to the best of the nformation of the undersigned, but the undersigned shall not be answerable for any error nisstatement, or omission in the proclamation.

No officer or other person, having any duty to perform in connection with sale, eithe directly or indirectly bid for, acquire or attempt to acquire any interest in the property sold. The sale shall be subject to the conditions prescribed in Second Schedule of the Income Tax Act, 1961 and the rules made there under and to the following conditions:

. The Reserve Price below which the property shall not be sold is Rs.2.27.11.000/ (Rupees Two Crores Twenty Seven Lakhs Eleven Thousand only)

- The amount by which the bidding is to be increased shall be Rs.1,00,000/(Rupees One Lakh only). However, the decision in this regard of the undersigned shall be final und binding on the parties concerned. In the event of any dispute arising as to the amount bid or as to the bidder the lot shall at once be again put up for auction.
- The highest bidder shall be declared to be the purchaser of that respective lot. It shall be in the discretion of the undersigned to decline/accept the highest bid when the price offered rlvinadequ ake it inadi . The public at large is hereby invited to bid in the said E-Auction. The online offers along with EMD amounting to Rs. 22,71,100/- (Rupees Twenty two Lakhs Seventy One Thousand One Hundred only), is payable by way of RTGS/NEFT in the Account No. ARMB Recovery A/c 03830200001231, IFSC Code No: BARB0BALBOM, Account Name - ARMB Recovery Account of the Bank of Baroda, ZOSARB Branch The offers in a sealed envelope (addressed to the Recovery Officer, DRT-II, Mumba superscribing R.P.No.110 of 2016 only) containing duly filled in and blue ink signed prescribed bid form giving complete details of the bidder(s) including e-mail ID, Mobile Number etc., alongwith self attested copies of PAN / TAN Card, Address Proof, Photo Ident\fy Proof of the bidder(s) and RTGS / NEFT details towards EMD Amount of Rs. 22,71,100/- (Rupees Twenty-Two Lakhs Seventy One Thousand One Hundred only) should be deposited with the undersigned not later than by 4:00 P.M. on 11.11.2024 The bidder (s) shall also declare if they are bidding on their own behalf or on behalf of their principals and sign declaration accordingly. In the latter case, they shall be required to deposit with the bid documents their original authority duly ink signed by their principal together with complete KYC of the said principal duly attested by the said principal together with complete KYC of the authorized person. In case of the company, authenticated copy of resolution passed by the board members of the company or any other authenticated documents confirming representation / attorney of the company together with complete KYC of the said principal company and complete KYC of the authorized person shall also be submitted alongwith the bid documents. In case of failure, bid shall not be considered. The bidder (s) shall also upload online on the website of the aforesaid eauction agency after registering themselves on the website of the aforesaid eauction agency, copy of the duly filled in prescribed bid form alongwith photocopies of the documents as stated in **para 5** here in above. The last date for submission of online bid is **11 11 2024** by 4 00 P.M. The physical inspection of the properties may be taken between 10:00 A.M. and 5:00 P.M. on 07.11.2024 at the property site. For further details contact: Mrs. Rucha Bhoir (Authorised Officer) Mobile No.:9869375872

e-auction agency well in advance and get user ID and Password for uploding of requisite documents and/or for participationg in the open public e-auction.

#### For further details contact : Shri Mangesh Tikhe, Deputy General Manager, Mobile-7359299919.

The sale will be of the property of the C.Ds above named as mentioned in the schedule below and the liabilities and claims attaching to the said property, so far as they have been ascertained, are those specified in the schedule against each lot/ property.

The property will be put up for the sale in the lots specified in the schedule. If the amount to be realized is satisfied by the sale of a portion of the property, the sale shall be immediately stopped with respect to the remainder. The sale also be stopped if, before any lo is knocked down, the arrears mentioned in the said certificate, interest costs (including cost of the sale ) are tendered to the officer conducting the sale or proof is given to his satisfaction that the amount of such certificate, interest and costs have been paid to the undersigned.

The particulars specified in the annexed schedule have been stated to the best of the information of the undersigned, but th indersigned shall not be answerable for any error, mis-statement or omission in this proclamation.

No officer or other person, having any duty to perform in connection with sale, either directly or indirectly bid for, acquire or attempt o acquire any interest in the property sold.

The sale shall be subject to the conditions prescribed in Second Schedule of the Income Tax Act, 1961 and the rules made there under and to the following conditions.

- The reserve price below which the property shall not be sold is Rs. 92,12,000/-(Rupees Ninety-Two Lakhs Twelve Thousan only).
- The amount by which the bid is to be increased shall be Rs. 1,00,000/- (Rupees One Lakhs only). However, the decision in this regared of the undersigned shall be final and binding on the parties concerned. In the event of any dispute arising as to the amount of bid, or as to the bidder, the lot shall at once be again put up to auction.
- The highest bidder shall be declared to be the purchaser of that respective lot. It shall be in the discretion of the undersigned to decline/accept the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so or fo
- The public at large is hereby invited to bid in the said E-Auction. The online offers along with EMD amount to Rs. 9,30,000 (Rupees Nine Lakhs Thirfy Thousand only), is payable by way of RTGS/NEFT in the Account No. 00434915010026-IDBI Bank, RR Receipt Account, IFSC Code No: IBKL0000004 of the IDBI Bank Limited, Mumbai.
- The offers in a sealed envelope (addressed to the Recovery Officer, DRT-II, Mumbai superscribing R.P.NO. 365 of 2017 only containing duly filled in and blue ink signed prescribed bid form giving complete details of the bidder(s) including e-mail ID, Mobile Number etc., alongwith self attested copies of PAN / TAN Card, Address Proof, Photo Identify Proof of the bidder(s) and RTGS / NEFT details towards EMD Amount of Rs. 9,30,000/- (Rupees Nine Lakhs Thirty Thousand only) should be deposited with the undersigned not later than by 4:00 P.M. ON 06.11.2024.
- The bidder(s) shall also declare if they are bidding on their own behalf or on behalf of their principals and sign declaration accordingly. in the latter case, they shall be required to deposit with the bid documents their original authority duly ink signed by their principal together with complete KYC of the said principal duly attested by the said principal together with complete KYC of the authorized person. In case of the company, authenticated copy of resolution passed by the board members of the company or any other authenticated documents confirming representation /attorney of the company together with complete KYC of the said principal company and complete KYC of the authorized person shall also be submitted along with the bid documents. In case of failure, bid shall not be considered.
- The bidder(s) shall also upload online on the website of the aforesaid e-auction agency, after registering themselves on the website of the aforesaid e-auction agency, copy of the duly filled in prescribed bid form alongwith photocopies of the documents as stated in para 5 here in above. The last date for submission of online bid is 06.11.2024 by 4:00 P.M. The physical inspection of the properties may be taken between 10:00 A.M. and 5:00 P.M. on **04.11.2024** at the property site. For further details contact : **M** Mangesh Tikhe. Mobile - 7359299919
- Once the bid is submitted it is mandatory for the bidder(s) to participate in the bidding process of the e-auction by logging in on the e-auction agency portal, failing which the EMD shall be forfeited to the Government, if the undersigned thinks fit.
- The successful bidder shall have to deposit 25% of his final bid amount after adjustment of EMD by next bank working day i.e 4:00 P.M., in the said account as per details mentioned in the para, 4 above.
- 10. The successful highest bidder shall also deposit the balance 75% of final bid amount on or before 15th day from the date o auction sale of the property. If the 15th day is Sunday or other Holiday, then on the first bank working day after the 15th day by prescribed mod as stated in para 4 above.
- In addition to the above, the successful highest bidder shall also deposit poundage fee with Recovery Officer-II, DRT-II @ 2% upto Rs. 1,000/- and @1% of the excess of said amount of Rs. 1,000/- through DD in favour of Registrar, DRT-II, Mumba days from the date of auction sale of the property.
- 12. In case of default of payment within the prescribed period, the deposit, after defraying the expenses of the sale, if the undersigned thinks fit, be forfeited to the Government and the defaulting successful highes bidder shall forfeit all claims to the property of the amount deposited. The property shall be resold, after the issue of fresh proclamation of sale. Further, the purchaser shall also be liable to make good of any shortfall or difference between his final bid amount and the price for which it is subsequently sold

13. The property is being sold on "AS IS WHERE IS BASIS" AND "AS IS WHAT IS BASIS".

14. The undesigned reserves the right to accept or reject any or all bids if found unreasonable or postpone the auction at any time hout assigning any reason.

SCHEDULE

No. of Iots	Description of the property to be sold with the names of the co-owners where the property belongs to defaulter and any other person as co-owners.	Revenue assessed upon the property or any part thereof	encumbrance	Claims, if any, which have been put forward to the property, and any other known particulars bearing on its nature and value
1.	2.	3.	4.	5.
1.	Flat No. 301, 3rd Floor, Padma Excellency, Kolovery Village, Kalina, Santacruz (East), Mumbai 400098.	Not available	Mortgage Property	Not Known
Give	n under my hand and seal of this 3 <sup>rd</sup> day of October,	2024 (	Seal	sd/- Bhavishya Kumar Azad RECOVERY OFFICER DRT <b>-II</b> , Mumbai

mportant Terms & Conditions of Sale:

(1) The Auction is conducted as per the further Terms and Conditions of the Bid document and as per the procedure set out therein. Bidders may go If the website of our E-Auction Service Provider, M/s. C1 India Pvt. Ltd. https://www.bankeauctions.com\_for bid documents, the details of the secured asset put up for e-Auction and the Bid Form which will be submitted to the authorized officer at the branch office/regional office as provided berein above: (2) All the intending purchasers/bidders are required to register their name in the Web Portal mentioned above as https://www.bankeauctions.com and generate their User ID and Password in free of cost of their own to participate in the e-Auction on the date and time aforesaid; (3) For any enquiry, information, support, procedure and online training on e-Auction, the prospective bidders may contact the M/s C1 India Pvt ltd Department of our e-Auction Service Partner M/s. Vinod Chauhan, through Tel. No.: +91 7291971124,25,26\_, Mobile No. 9813887931 & E-mail ID: delhi@c1india.com & support@bankeauctions.com; (4) To the best of knowledge and information of the Authorisec officer, there is no encumbrance in the property/ies. However, the intending bidders may inspect the property and its documents as mentioned oncer, here is no encombrance in the propertytics. However, the mentaling blocks may inspect the property and its documents as menutoned above or any other date & time with prior appointment and they should make their own independent inquiries regarding the encumbrance, title of property/les put on e-Auction and claims/right/dues/affecting the property prior to submitting their bid. The e-Auction advertisement does not constitute any commitment or any representation of KMBL. The property is being sold with all the existing and future encumbrances whether known or unknown to KMBL. The Authorised officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues/ IN Each and the state officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues/ IN Each and the state officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues/ IN Each and the state officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues/ IN Each and the state of the state officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues/ IN Each and the state of the sta (5) For participating in the e-Auction, intending purchasers/bidders will have to submit/upload in the Web Portal (https://www.bankeauctions.com) the details of payment of interest-free refundable Earnest Money Deposit (EMD) of the secured asset as mentioned above by way of Demand Draft in favour of 'Kotak Mahindra Bank Limited' payable at Mumbai along with self-attested copies of the PAN Card, Aadhaar Card, Residence Address Proof, Board Resolutions in case of company and Address Proof as specified above alongwith the requisite bid/tender form in this regard, (6) The EMD of all other bidders who did not succeed in the e-Auction will be refunded by KMBL within 72 working hours of the closure of the e-Auction. The EMD will not carry any interest; (7) The balance amount of purchase consideration shall be pavable by the Successful Purchaser/ Bidder on or before the fifteenth (15th) day from the date of 'Confirmation of Sale' of the said secured asse by the Authorised Officer/ Secured Creditor or such extended period as may be agreed upon in writing by the Authorised Officer at his/ he discretion. In case of default, all amounts deposited till then shall be liable to be forfeited: (8) For inspection of property or more information, the prospective bidders may contact the Authorised Representative, Mr. Ashok. Motwani (Mobile No.: +91 98737351, E-mail ID: Ashok.motwani@kotak.com) or Mr. Ismail Deshmukh (9324906979 Email ID: Ismail.Deshmukh@kotak.com) (9) At any stage of the e-Auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or postpone the e-Auction without assigning any reason thereof and without any prior notice. In case any bid is rejected, Authorised Officer can negotiate with any of the rendered or intending bidders or other parties for sale of property by Private Treaty; (10) Sale is subject to the confirmation by the Authorised Officer. The Successful Purchaser/ Bidder shall bear any property of make heavy (10) sale is subject to the command of the Autorised office. The discussion international bear any statutory dues, taxes, fees payable, stamp duty, registration fees, etc. that is required to be paid in order to get the property conveyed/delivered in his/her/its favour as per the applicable law; (11) The sale shall be subject to rules/conditions prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as amended from time to time; it shall solely be the responsibility of the Successful Bidder/ Purchaser to get the sale registered. All expenses relating to stamp duty, registration charges, transfer charges and any other expenses and charges in respect of the registration of the sale for the above referred property shall be borne by the Successful Bidder/Purchaser. The sale has to be registered at the earliest else the purchaser has to give the request letter to KMBL mentioning the reason of delaying the registration; (12) No person other than the intending bidder/ offerer themselves, or their duly authorised representative shal be allowed to participate in the e-Auction/sale proceedings. Such Authonisation Letter is required to submit along with the Bid Documents; (13) The bid price shall be above the Reserve Price during e-auction and improve their offer in multiple of Rs. 100000/ for Property bearing All that piece and parcel of Property being of Flat No.501, Shreeji Palace, CHS. Ltd., Near Jalaram Mandir, Off Nehru Road, At Village Chole, Dombivali (E)-421201. The property will not be sold below the Reserve Price set by the Authorised Officer. [14] The successful bidder is required to deposit 25% of the sale price (inclusive of EMD) immediately not later than next working day by Demand Draft drawn in favour of Kotak Mahindra Bank Ltd., payable a Numbai and the balance amount of sale price shall be paid by the successful bidder within 15 days from the date of confirmation of sale by Bank The EMD as well as Sale Price paid by the interested bidders shall carry no interest. The deposit of EMD or 25%, whatever the case may be shall be forfeited by the Bank, if the successful bidder falls to adhere to the terms of sale or commits any default. (15) On Compliance of terms of sale Authorised Officer shall issue "Sale Certificate" in favour of highest bidder. All the expenses related to stamp duty, registration Charges Conveyance, VAT, TDS etc. to be borne by the bidder/purchaser. (16) Bank does not take any responsibility to procure any permission/NOC from any Authority or under any other law in force in respect of property offered or any other dues i.e. outstanding water/electric dues, property tax o the charges if any. (17) The successful bidder shall be all expenses including pending dues of any Development Authority if any/taxes/utility bills etc. to Municipal Corporation or any other authority/agency and fees payable for stamp dut/registration fee etc. for registration of the 'Sale Certificate', (18) The Successful Bidder is required to deposit equally the TDS 1% of the total auction amount in the name of the mortgagor/s, if the ale amount is Rs.1,03,92,300/- (Rupees One Crore Three Lakhs Ninety Two Thousand Three Hundred Only) or more. (19) The Authorisec Officer reserves the absolute right and discretion to accept or reject any or all the offers/bids or adjourn/cancel the sale without assigning any ereason or modify any terms of sale without any prior notice. (20) To the best of its knowledge and information, the Bank is not aware of any encumbrances on the property to be sold except of Bank. Interested parties should make their own assessment of the property to their satisfaction Bank does not in any way guarantee or makes any representation with regard to the fitness/title of the aforesaid property. For any other information the Authorised Officer shall not be held responsible for any charge, lien, encumbrances, property tax or any other dues to the Government of anybody in respect to the aforesaid property. (21) Further interest will be charged as applicable, as per the Loan documents on the amoun outstanding in the notice and incidental expenses, costs, etc., is due and payable till its realization. (22) The notice is hereby given to the Borrower (s) / Mortgager(s)/ Guarantor(s), to remain present personally at the time of sale and they can bring the intending buyers/purchasers for purchasing the immovable property as described herein above, as per the particulars of Terms and Conditions of Sale. (23) The immovable property will be sold to the highest bidder basis inter se bidding process. (24) Bank is not responsible for any liabilities upon the property which is not in the knowledge of the Bank.

The Borrower (s) / Mortgager(s) / Guarantor(s) are hereby given STATUTORY 15 DAYS NOTICE UNDER RULE 6(2). 8(6) & 9(1) OF THE SARFAESI ACT to discharge the liability in full and pay the dues as mentioned above along with upto date interest and expenses with in fifteer days from the date of this notice failing which the Secured Asset will be sold as per the terms and conditions mentioned above. In case there is any discrepancy between the publications of sale notice in English and Vernacular newspaper, then in such case the English new supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity. If the borrower/guarantors/mortgagers pays the amount due to Bank, in full before the date of sale, auction is liable to be stopped.

For detailed terms and conditions of the sale, contact the Officer Mr. Ashok Motwani @ 9873737351, Email ID: ashok.motw Mr. Ismail Deshmukh @ 9324906979 Email ID: Ismail.Deshmukh@kotak.com or Mr. Kanhyasham Gupta @ 8369156909, Email ID kanhvasham.Gupta@kotak.com at above mentioned Branch office of the Bank.

Special Instruction: e-Auction shall be conducted by our Service Provider, M/s. C1 India Pvt. Ltd. on behalf of Kotak Mahindra Bank Limited (KMBL) on pre-specified date, while the bidders shall be quoting from their own home/ offices/ place of their Bid as per their choice above the Reserve Price. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note tha failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither KMBL nor C1 India Pv 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, it is requested to the Bidder(s) not to wait till the last moment to quote/improve his/ her Bid to avoid any such omplex situation

Date: 05.10.2024

Place: Mumba

Authorised Officer For Kotak Mahindra Bank Ltd

- Once the bid is submitted it is mandatory for th bidder (s) to participate in the bidding process of the e-auction by logging in on the e-auction agency portal, failing which the EMD shall be forfeited to the Government, if the undersigned thinks fit.
- The successful bidder shall have to deposit 25% of his final bid amount after adjustment of EMD by next bank working day i.e. by 4:00 P.M., in the said account as per details mentioned in para 4 above.
- 0. The successful highest bidder shall also deposit the balance 75% of final bid amount on or before 15th day from the date of auction sale of the property. If the 15th day is Sunday or other Holiday, then on the first bank working day after the 15th day by prescribed mode as stated in para 4 above.
- In addition to the above, the successful highest bidder shall also deposit poundage fee with Recovery Officer-II, DRT-II@ 2% upto Rs.1,000/- and @ 1 % of the excess of said amount of Rs 1,000/- through DD in favour of Registrar, DRT-II, Mumbai, within 15 days from the date of auction sale of the property.
- 2. In case of default of payment within the prescribed period, the deposit, after defraving the expenses of the sale, ir"tl)e. undersigned thinks fit, be forfeited to the Government and the defaulting successful highest bidder shall forfeit all claims to the property or the amount deposited. The property shall be resold, after the issue of fresh proclamation of sale. Further, the purchaser shall also be liable to make good of any shortfall or difference between his final bid amount and the price for which it is subsequently sold.
- 3. The property is being sold on "AS IS WHERE IS BASIS" AND "AS IS WHAT IS BASIS" 4. The undersigned reserves the right to accept or reject any or all bids if found unreasonable or postpone the auction at any time without assigning any reason.

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No. of Iots	Description of the property to be sold with the names of the co-owners where the property belongs to defaulter and any other person as co-owners	Revenue assessed upon the property or any part thereof	Details of any other encumbrance to which property is liable	Claims, if any, which have been put forward to the property, and any other known particulars bearing on its nature and value
1.	2.	3.	4.	5.
1.	Flat No. 8, on the 3 Floor, admeasuring 1080 sq ft (Carpet) i.e. 1196 sq ft (built up) in the building known as Link Corner Residential & Non Residential Premises Co-operative Society (Prop) Ltd", constructed on land bearing CTS No. 755/F, situated, lying and being at Village Bandra (West), Taluka Andheri, Distt: Mumbai.		Mortgaged property	Not available
Give	en under my hand and seal on th	his 24 <sup>th</sup> day of Septer	nber, 2024	Sd/- S.K.Sharma Recovery Officer DRT- II, Mumbai