

APPENDIX- IV-A

[See proviso to rule 8 (6)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES

E-auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower(s), Mortgagor(s) and Guarantor(s) that the below described immovable property mortgaged/charged to the Secured Creditor, the symbolic possession of which has been taken by the Authorised Officer of Edelweiss Asset Reconstruction Company Limited acting in its capacity as Trustee of EARC Trust SC-221 ("EARC") viz. the Secured Creditor, will be sold on "As is where is", "As is what is", and "Whatever there is" on **March 15, 2019** for recovery of Rs. 70,65,40,759 (Rupees Seventy Crore Sixty Five Lakh Fourty Thousand Seven Hundred and Fifty Nine only) as on April 23, 2018 along with further interest, cost and expenses being due to EARC viz. Secured Creditor from RKKR Steels Private Limited ("Borrower"), Mr. Rajiv Rai ("Guarantor"/ "Mortgagor"), Mr. Ritesh Rai ("Guarantor") and M/s. Ram Krishan Kulwant Rai Holdings Private Limited ("Mortgagor").

The reserve price and earnest money deposit shall be as follows:

Reserve Price (Rs. Crore)	Earnest Money Deposit (EMD) (Rs. Crore)	Increment in Bidding Process (Rs. Crore)	Last Date of Submission of online Bid	Date & time of e- Auction
50.00	5.00	0.10	Before 5.00 PM on 14/03/2019	15/03/2019 At 11.00 AM to 1:00 PM with unlimited extensions of 5 minutes each.

Description of the property is given below:

1. All that piece and parcel of land situated on the west side of Madras Ennore Road, near 7th mile stone from Madras, in No.27 Thiruvottiyur Village, in bearing S.No. 517/2B of an extent of 0.28 acres (28 cents) owned by Rajiv Rai bounded as follows:
North by: land of G Balakrishna Chetty and the purchaser's Land
East by: Kattivakkam High Road
South By: land of Shri. S.Ramakrishnan
West by: land of G Balakrishna Chetty and purchaser's land
situated within the Sub-registration office of Thiruvotthiyur and registration district of Chennai North.
2. All that piece and parcel of property situated in S.No.493 measuring 1.57 acres and in S.Nos 528-A and 528-2B measuring 2.54 acres- total extent 4.11 acres along with all super structures thereon bearing Door No. 403, Thiruvottiyur High Road, Chennai 600 019 owned by RKKR Steels Pvt Ltd.
3. All that piece and parcel of the land admeasuring 0.31 Acres in S.No.517/1, 1.40 Acres in S.No.528/A1 (New Survey No. 528A/1 as per Town Survey Field Register Extract) and 0.80 Acres in S.No.517/2A, totally admeasuring 2.51 Acres, along with the building/superstructure thereon in Anjugam nagar, Thiruvottiyur Village, Thiruvottiyur Taluk, Tiruvallur District, Chennai-600 019, totally admeasuring 2.51 Acres, along with the building/superstructure thereon in Anjugam

nagar, Thiruvottiyur Village, Thiruvottiyur Taluk, Tiruvallur District, Chennai-600 019, coming within the Sub Registration District of Thiruvottiyur and the Registration District of Chennai North owned by Ram Krishan Kulwant Rai Holdings Private Limited.

For detailed terms and conditions of the sale, please refer to the link provided in the Secured Creditor's website i.e. www.edelweissarc.in/Propertysale

Date: 08/02/2019

Place: Mumbai

Authorized Officer

For Edelweiss Asset Reconstruction Company Limited

(Contact Details: 022 - 4272 2177 / 4088 6155 / 88796 52439)

The terms and conditions of e-auction sale: -

1. The e-auction sale of Secured Asset is on “as is where is” basis, “as is what is” basis, “whatever there is” basis and “no recourse” basis for and on behalf of the Secured Creditor viz. EARC.
2. In respect of the Secured Assets, total outstanding dues of EARC is Rs. 70,65,40,759 (Rupees Seventy Crore Sixty Five Lakh Fourty Thousand Seven Hundred and Fifty Nine only) against financial assistance availed by **RKKR Steels Private Limited** as on 23.04.2018 together with further interest and other expenses/costs thereon.
3. Bid document containing general terms and conditions of sale can be obtained from <https://edelweissarc.auctiontiger.net> between **11/02/2019 to 14/03/2019**.
4. Statutory/Government dues if any like property taxes, sales tax, excise dues and other dues such as electricity dues, maintenance charges, etc. if any should be ascertained by the bidders.
5. For participating in online e-auction sale, Bid document, copies of PAN CARD, Board Resolution in case of Company and photo identification proof, address proof are required to be submitted along with Earnest Money Deposit [EMD] (equal to 10% of reserve price), which is payable by way of **RTGS/NEFT to the bank account in the name of Edelweiss Asset Reconstruction Company Ltd**, account No. **0004103000054719 IDBI Bank**, Mittal Court, Nariman Point, Mumbai - 400 021, IFSC Code No. **IBKL0000004** on or before 5:00 PM on 14/03/2019. Once an Online Bid is submitted, same cannot be withdrawn. Further if any EMD is submitted by bidder, bidder will be required to send the UTR/Ref number of the RTGS/NEFT with a copy of cancelled cheque on the e-mail ids i.e. divya.shah@edelweissfin.com and sandip.pradhan@edelweissfin.com.
6. The secured assets shall be sold by the undersigned by way of **Electronic Public Auction on 15/03/2019** through e-Auction Agency **M/s. e-Procurement Technologies Ltd. (Auction Tiger)** at their website/portal i.e. <https://edelweissarc.auctiontiger.net> and also on **Auction Tiger Mobile App between 11:00 AM to 1:00 PM** with auto extension clause, i.e. the end time of e-Auction will be extended by 5 minutes each time if bid is made before close of e-Auction.
7. The EMD will not carry any interest.
8. The bidders may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised Officer of EARC (AO) and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc;
9. For details, help, procedure and online training on e-auction, prospective bidders may contact **M/s. e-Procurement Technologies Ltd.; Contact number : 91-79-4107-2508/22/23/24/25/26/27, email id : support@auctiontiger.net**
10. The bidder will be required to submit the bid either at or above the reserve price in the prescribed manner as mentioned in Annexure II along with the EMD amount. In case the bidder fails to submit the bid online, then the bid amount submitted in annexure II shall be treated as final bid from the respective bidder.
11. The successful Bidder will be required to deposit 25% of the sale price (including the EMD already deposited) on the same day or not later than next working day of the confirmation of sale, as the case may be. The balance amount of the sale price is to be paid within 15 days

of the confirmation of the sale. In case of failure to deposit the balance amount within the prescribed period, the amount of EMD and/or deposited amount shall stand forfeited and no claim shall be entertained against EARC in respect thereof.

12. The Authorised Officer shall have right to extend the period for making the balance payment but the same does not vest any right in favour of the highest bidder to seek additional time to make the balance payment. The aforesaid right vested in favour of the Authorised Officer to grant extension of time to make the balance payment is discretionary in nature and will be exercised by the Authorised Officer only if the Authorised Officer deems it fit and necessary.
13. The secured assets mentioned above is presently in the symbolic possession of the Authorised Officer of EARC (AO). On conclusion of the e-auction sale and on receipt of the entire sale consideration, the symbolic possession of the Secured Assets shall be handed over to the successful bidder by the AO of EARC.
14. AO reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in respect thereof. The decision of the AO in this regard shall be final and binding.
15. The Secured Assets mentioned in the Bid Document are based on the charges/mortgages created by the Borrower and Mortgagor in favour of the Secured Creditor. Interested parties are requested to verify details of the Secured Assets.
16. The secured assets mentioned in the sale notice is mortgaged in favour of EARC. The details of secured assets as mentioned are based on the charges/mortgages created by the Borrower and Mortgagor in favour of the Secured Creditor. The details of the secured asset are true and correct to the best of the knowledge of the Authorised Officer of EARC. However, interested parties are requested to inspect and verify details of the secured asset before submitting their bid. The Authorised Officer shall not be responsible for any error, mis-statement, omission in the description of the secured asset.
17. The Secured Assets are being sold free from charges and encumbrances of Secured Creditor/s only.
18. The successful bidder would be required to bear all the necessary expenses like stamp duty, registration expenses, incidental costs, expenses including GST, sales tax, any other taxes, other incidental charges including Lease Charges, local body taxes/charges, electricity dept. dues and taxes relating to sale and transfer of Secured Assets.
19. The EARC or the AO of EARC will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the Secured Assets.
20. EARC has not received any notice from any statutory authority regarding their dues relating to the Secured Assets. If any such statutory liabilities are discovered at a subsequent stage, the same shall be solely dealt with by the Successful Bidder at his own costs and expenses.
21. The sale of the Secured Asset is subject to the terms and conditions prescribed in the SARFAESI Act and Security Interest (Enforcement) Rules, 2002 and the conditions mentioned hereinabove. Hence the bidders are advised to carefully go through the said terms and conditions before submitting their bids.
22. The Borrower/ Mortgagor may treat this as a 30 days Sale Notice under Rule 8(6) of the Rules. The Borrower/ Mortgagor/Guarantor is hereby given a last and final opportunity to discharge the liability in full as stated above within 30 days from the date of this notice and

redeem the mortgage over the Secured Asset failing which the Secured Asset will be sold as per the terms and conditions mentioned above.

23. The Borrower, Guarantor's and Mortgagor's attention is invited to provisions of sub-section (8) of section 13 of the SARFAESI Act, 2002, in respect of time available, to redeem the secured assets.
24. In case there is a discrepancy between the publications of sale notice in English and Vernacular Newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.

Date: 08/02/2019

Place: Mumbai

Authorized Officer

For Edelweiss Asset Reconstruction Company Limited

(Contact Details: 022 - 4088 6155/ 4272 2177/ 88796 52439)