

APPENDIX- II – A and IV-A

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

NOTICE FOR SALE OF MOVABLE AND IMMOVABLE PROPERTIES

Public Notice for Sale of Movable and Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 6 (2) and Rule 9 (1) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and to the Borrower(s) and Guarantor(s) in particular that the below described movable property and immovable properties hypothecated/mortgaged/charged to the Secured Creditor, the symbolic possession of which has been taken by the Authorised Officer of State Bank of Bikaner & Jaipur later assigned to Edelweiss Asset Reconstruction Company Limited acting in its capacity as Trustee of EARC Trust SC-44 ("EARC") viz. the Secured Creditor, will be sold on **"As is where is", "As is what is", and "Whatever there is"** on **February 28, 2019**, for recovery of **Rs. 13,18,08,319.08 (Rupees Thirteen Crores Eighteen Lakhs Eight Thousand Three Hundred Nineteen and Paise Eight only)** as on January 31, 2019 along with further interest, cost and expenses being due to EARC viz. Secured Creditor from Surya (Nashik) Agro Industries ("Borrower"), Shri Parikshit Dnyandev Suryawanshi, Shri Abhijit Dnyandev Suryawanshi, Shri Nanda Dnyandev Suryawanshi, Shri Dnyandev Manohar Suryawanshi, Mrs. Manikbai Bhagwan Kaklij, Shri Amit Bhagwan Kaklij ("Guarantors").

The **reserve price** and earnest money deposit for each property shall be as follows:

Property	Reserve Price	Earnest Money Deposit
Property A	Rs. 20,00,000/-	Rs. 2,00,000/-
Property B	Rs. 17,00,000/-	Rs. 1,70,000/-
Property C	Rs. 54,00,000/-	Rs. 5,40,000/-
Property D	Rs. 77,00,000/-	Rs. 7,70,000/-
Property E		
Lot I	Rs. 70,00,000/-	Rs. 7,00,000/-
Lot II	Rs. 6,25,00,000/-	Rs. 62,50,000/-
Lot III(both Lot I and Lot II together)	Rs. 6,95,00,000/-	Rs. 69,50,000/-

Description of the properties given below:

Property A:

All that piece and parcel of land bearing Plot No. 09, admeasuring 240 sq. mtrs., Village Shriram Nagar, Bank Colony, Vrindavan Gruha Nirman Society, Taluka Nandgaon, District Nashik, and the said plot of land is bounded by:

North: 6 mtr wide Road South: Plot No 06
East: Plot No 10 West: Plot No 08

Property B:

All that piece and parcel of land bearing, Survey No. 115, City Survey No. 3000/47, Plot No. 48, admeasuring 160.50 sq. mtrs., Suyog Colony, Opp. Rathod Hospital, Village Nandgaon, Taluka Nandgaon, District Nashik and the said plot of land is bounded by:

North: Plot No 50 South: Plot No 46

East: 6 mtr wide Road

West: Plot No 47

Property C:

All that piece and parcel of constructed Row House No. 2, admeasuring 99.389 sq. mtrs. carpet area on Ground and First Floor in the building premise named as "Patil Prestige Apartment", Final Plot No. 528, Survey No 743/5+8/8B, Plot No. 25 admeasuring 116.25 sq mts, Plot No. 26, 27, 28 and 29 each admeasuring 90 sq mts and Plot No. 30 admeasuring 313.88 sq mts thus total admeasuring 790.13 sq. mtrs., Sambhaji Chowk, Untwadi Road, Village-Taluka-District Nashik and the said plot of lands are jointly bounded by

North: Colony Road

South: Plot No 31 to 35 & 24

East: Row House No. 03

West: Row House No. 01

Property D:

All that piece and parcel of land bearing Survey No. 16034/1/17, Plot No. 17, admeasuring 212.50 sq mtrs, along with constructed Bungalow on the said plot of land situated at, Rohini Nagar, Near Jyoti Nagar, Osmanpura, Taluka-District Aurangabad, and is bounded by:

North: 9 mtrs wide road

South: Jyoti Nagar shopping plots

East: Plot No 16

West: Plot No 18

Property E:

Lot-I:

Entire fixed assets, including plant & machinery, furniture, electric appliances and other movable items lying and being at Factory Land & constructed Building thereon at Gat No 713, near Shivoor Bungalow, Taluka Vaijapur, Dist. Aurangabad

Lot-II:

Factory Land & constructed Building thereon at Gat No 713, Near Shivoor Bungalow, Taluka Vaijapur, Dist. Aurangabad and bounded by:

North: Mr. Ashok Baburao and others land

South: Aurangabad-Vaijapur Road

East: Shubham Cotton

West: Mr. Khandu Kanhu's Jode's Land

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: February 09, 2019

Place: Mumbai

Authorised Officer
Phone No: 022- 4040 7496

Terms & Conditions of Auction Sale:

1. Separate Bid document containing general terms and conditions of sale can be obtained from Authorized Officer (AO) on request on any working day between **February 15 2019 to February 27, 2019 from 12PM to 5PM** on payment of Rs. 1,000/- (for each property) vide Demand Draft made in favour of 'Edelweiss Asset Reconstruction Company Ltd' payable at Mumbai.
2. The assets mentioned in the table above would be open for inspection as follows :

Sr. No.	Property details	Inspection date & timing
1	Properties mentioned at sr. No. A to E	14/02/2019 between 12PM to 5PM

3. Separate Sealed bids for each property as per the prescribed Bid Document, should be submitted latest by **12 noon on February 28, 2019** at the registered office of Edelweiss Asset Reconstruction Company Limited being Edelweiss House, Off C.S.T. Road, Kalina, Mumbai – 400 098, along with Demand Draft for Earnest Money Deposit (EMD), drawn on a scheduled Bank in favour of 'Edelweiss Asset Reconstruction Company Ltd.', payable at Mumbai **or by way of RTGS bearing Account No. 0004103000054719, IDBI Bank, Mittal Court, Nariman Point, Mumbai, IFSC Code No. IBKL0000004.**
4. Once a Bid is submitted by the Bidder, the same cannot be withdrawn. The EMD will not carry any interest.
5. Bids will be opened on **February 28, 2019 at 3:00 PM** at Edelweiss House, Mumbai where the Bidders or their representatives, with appropriate authorization, may remain present.
6. Only the top 3 Bidders will have the opportunity to increase their offers on the opening of the Bids. However the Authorised Officer reserves the right to allow other participants to participate and increase their respective bids.
7. The successful Bidder will be required to deposit 25% of the sale price, less EMD amount deposited, immediately (i.e. on same day or in any case not later than next working day), on declaration as successful bidder. 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 EMD / deposited amount shall be forfeited.
8. AO reserves the right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify the terms and conditions of the sale without assigning any reasons in respect thereof. In case all the Bids are rejected, AO can negotiate with any of the bidders or other parties for sale of the Secured Assets.
9. The Secured Assets mentioned in the Bid Document are based on the charges/mortgages created by the Borrower in favour of Secured Creditor. Interested parties are requested to verify details of the Secured Assets.
10. In respect of property at Sr. No. E preference shall be given to composite offer for Property E i.e. lot-III mentioned herein above. The bifurcation/categorization has been done for each property/lots to provide clarity on valuation of the asset/s.
11. The Secured Assets are being sold free from charges and encumbrances of Secured Creditor only.
12. The Successful Bidder would be required to bear all the necessary expenses like stamp duty, registration expenses, sales tax dues, GST or other incidental charges including Lease Charges, local body taxes/charges, electricity dept. dues and taxes relating to sale and transfer of Secured Assets.
13. The EARC or the Authorised Officer of EARC will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government, and/or any local body in respect of the Secured Asset.
14. There are no known statutory liabilities relating to the Secured Asset. 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.
15. The sale of the Secured Asset is subject to the terms and conditions prescribed in the SARFAESI Act and Rules 2002 and the conditions mentioned hereinabove.
16. The Successful bidder would also be required to take care on its own, agitation/obstruction if any, at the time of removing movable assets from the factory premises or any point after handing over possession of sold asset to

purchaser and EARC and/or its Authorised Officer shall not be responsible for providing any protection in respect thereof;

17. The Borrower/Guarantor may treat this as a 15 day Sale Notice issued under Proviso to Rule 6 (2) and Rule 8(6) r/w Proviso to Rule 9 (1) of the Rules. The Borrower/Guarantor's attention is also invited to provisions of subsection (8) of section 13 of the Act, in respect of time available, to redeem the secured assets, failing which the Secured Assets will be sold as per the terms and conditions mentioned above.
18. In case there is a discrepancy between the publications of sale notice in English and Vernacular Newspaper, then in such a case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.

Date: February 09, 2019

Place: Mumbai

Authorised Officer

Ph. 022- 4040 7496