

FINANCIAL EXPRESS

	Indian Bank 201, 2nd Floor, Central Block, Twin Star, Near Nana Mava Circle, 150 ft Ring Road, Rajkot-360005
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NOTICE INVITING TENDERS FOR LEASING OF OFFICE PREMISES

Indian Bank, a Public Sector Bank invites tenders under 2 bid system (Technical & Financial bid) from owners of office premises willing to offer on lease basis (Readily built), measuring 1200 - 1300 Sq. ft. carpet area preferably in ground floor with reserved parking facility for a lease period of 15 years or more for setting up their Branch/office 1) New Court Area, Rajkot (Jannagar Road), 2) Lothada and 3) Keson (Junagadh District) in Gujarat

The tender forms can be obtained from our Bank's website from **18.01.2024 to 02.02.2024**. Last date for submission of bids is **05.02.2024**. Details of the tender can be obtained from our website: www.indianbank.in

The Bank reserves rights to reject any or all offers without assigning any reasons whatsoever.

Date : **18.01.2024**

Zonal Manager



Chembur Sindi Society Branch, Hemu Kalani Marg, Sindi Society, Chembur, Mumbai - 400071. Tel : +91 22 25223779 Email : cb0229@canarabank.com

DEMAND NOTICE [SECTION 13(2)]

Re: SARFAESI/CB/SS/1/2023 Date: **19.12.2023**

1. **M/s. Earth Minera Processors (Borrower)**
Bh Shivalik Park, House No. 39B Ekti Ngr. Navasav Madhapa Tar. Bhuj Kachchh, Gujarat-370020.
2. **Mr. Arav Jalali (Guarantor & Partner)**
504, Jai Arti Apt., Opp. Sushrut Hospital, Chembur, Mumbai - 400071.
3. **Mr. Samji Kanjibhai Chad (Guarantor & Partner)**
Plot No. 39/B, B. S. No.177, Known As Pink City, BHU Ekti Nagar, Navasav Near Madhapa Tar. Vardhaman Nagar Road, Vill-madhapa, Tar. Bhuj-kachh, Gujarat-370020.
4. **Mrs. Nalini Jalali (Guarantor)**
504 Jai Arti Apt., Opp. Sushrut Hospital, Chembur, Mumbai-400071.

Sub. Notice issued under Section 13(2) of the Securitization & Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002.

The undersigned being the Authorized Officer of Canara Bank, Chembur Sindi Society branch(hereinafter referred to as "the secured creditor"), appointed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (hereinafter referred to as the "Act") do hereby issue this notice to you as under:

That M/s. Earth Minera Processors (hereinafter referred to as "the Borrower") has availed credit facility/facilities stated in the Schedule Ahereunder and has entered into the security agreement/s in favor of the secured creditor. While availing the said financial assistance, you have expressly undertaken to repay the loan amounts in accordance with the terms and conditions of the above mentioned agreements.

That Mr. Arav Jalali & Mr. Samji Kanjibhai Chad And Mrs. Nalini Jalali (hereinafter referred to as "the Guarantor") has guaranteed the payment on demand of all money and discharge all obligations and liabilities owing or incurred to the secured creditor by the Borrower for credit facilities up to the limit of Rs. 6,119,800/- (Rupees Six Crore Eleven Lakh Ninety Eight Thousand Only) with interest thereon.

You (The person mentioned in Schedule B) are also entered in to agreements against the secured assets which are detailed in Schedule B3hereunder.

However, from January 2023 (month/year), the operation and conduct of the said financial assistance / credit facilities have become irregular. The books of account maintained by the secured assets shows that the liability of the Borrower towards the secured creditor as on date amounts to Rs. 4,99,83,447.02/- (Rupees Four Crore Ninety Nine Lakh Eighty Three Thousand Four Hundred Forty Seven and Two Paisa Only), the details of which together with future interest and two paisa only stated in Schedule C hereunder. It is further stated that the Borrower/Guarantor has failed to pay the amount of the above mentioned agreement in clearing the dues of the secured creditor within the time given, and have been unable in settling the dues. The operation and conduct of the above said financial assistance / credit facilities having come to a standstill and as a consequence of the default committed in repayment of principal debt/ installment and interest thereon, the secured creditor was constrained to classify the debt as Non Performing Asset (NPA) as on 31.03.2023 in accordance with the directives/guidelines relating to asset classification issued by the Reserve Bank of India.

The secured creditor through this notice brings to your attention that the Borrower has failed and neglected to repay the said dues/ outstanding liabilities and hence hereby demand you under Section 13(2) of the Act by issuing this notice to discharge in full the liabilities of the Borrower as stated in Schedule C hereunder to the secured creditor within 60 days from the date of receipt of this notice. Further, it is brought to your notice that you also have to pay future interest at the rate of 16.50% p.a. on the unpaid balance till date and all other expenses including legal expenses with respect to the proceedings undertaken by the secured creditor in recovering its dues.

Please take note of the fact that if you fail to repay to the secured creditor the aforesaid sum of Rs. 4,99,83,447.02/- (Rupees Four Crore Ninety Nine Lakh Eighty Three Thousand Four Hundred Forty Seven and Two Paisa Only) together with further interest and incidental expenses and costs as stated above in terms of this notice under Section 13(2) of the Act, the secured creditor will exercise all or any of the rights detailed under sub-section (4)(a) and (b) of Section 13, the extract of which is given below to convey the seriousness of this issue:

(a) Take possession of the secured assets as the Borrower/Guarantor including the right to repossess the secured assets for non-payment of secured asset;

(b) Take over the management of the business of the Borrower including the right to transfer by way of lease, assignment or sale for realizing the secured asset;

Provided that the right to transfer by way of lease, assignment or sale shall be exercised only where the substantial part of the business of the Borrower is held as security for the debt;

Provided further that where the management of whole of the business or part of the business is severable, the secured creditor shall take over the management of such business of the borrower which is reliable to the security for the debt; and under other applicable provisions of the said Act. Your attention is invited to provisions of sub-section (8) of Section 13 of the Act, in respect of time available, to redeem the secured assets.

You are also put on notice that in terms of section 13(13) the Borrower/Guarantor shall not transfer by way of sale, lease or otherwise the said secured assets detailed in Schedule B hereunder without obtaining written consent of the secured creditor. It is further brought to your notice that any contravention of this statutory injunction/restraint, as provided under the said Act, is an offence and if for any reason, the secured assets are sold or leased out in the ordinary course of business, the sale proceeds or income realized shall be deposited with the secured creditor. In this regard you shall have to render proper accounts of such realization/ income.

This notice of Demand is without prejudice to and shall not be construed as waiver of any other rights or remedies which the secured creditor may have including further demands for the sums found due and payable by you.

This is without prejudice to any other rights available to the secured creditor under the Act and/or any other law in force.

Please comply with the demand under this notice and avoid all unpleasantness. In case of Non-compliance, further needful action will be resorted to, holding you liable for all costs and consequence.

Thanking you
Sd/-
Yours faithfully, Authorized Officer

SCHEDULE - A

[Details of the credit facilities availed by the Borrower] (Amount in Lakh)

SI No.	Loan No.	Nature of Loan/Limit	Date of Sanction	Amount
1	022961002888	OCC/ODBD	06/04/2023	150.00
2	0229766000014	TL	29/11/2019	350.00
3	0229755000007	GECL	06/07/2020	69.98
4	170002802176	GECL 1.0 EXTENSION	15/12/2021	42.00

SCHEDULE - B

[Details of security assets]

SI No.	Description of Property	Name of Title Holder
1.	EMT of Industrial open land R.S. No. 426, Opp. H D Industries, on Mamrau Road, Village Mamrau Tal: Bhuj -Kachchh in the name of Mr. Shamji Kana Chad and Mr. Arav Jalali admeasuring 1797 Sq. Mtr.	Mr. Shamji Kana Chad and Mr. Arav Jalali
2.	EMT of Double Storied Residential Building Sub Plot No. 3/9, Plot No. 39, R.S. No. 177, known as pink City, Bih. Ekti Nagar, Navasav Near Madhapa Tar. Vardhaman Nagar Road, Vill. Madhapa, Tal. Bhuj - Kutch in the name of Mr. Shamji Kana Chad admeasuring 600 Sq. Mtr.	Mr. Shamji Kana Chad
3.	EMT of Residential Flat No. 01 on Ground Floor, Shanti Niwas Building, Collector's Colony, Opp. Vivekananda Education Society (DBC High School), Plot No. 17-B, Chembur Mumbai in the name of Mrs. Nalini Jalali (Mother of Partner Mr. Arav Jalali) admeasuring 366 Sq. ft. built up area.	Mrs. Nalini Jalali
4.	EMT of Industrial Open Land R.S. No. 427/2, Opp. H D Industries, on Mamrau road, Village Mamrau Tal: Bhuj -Kutch in the name of Mr. Shamji Kana Chad admeasuring 3505 Sq. mtr.	Mr. Shamji Kana Chad

SCHEDULE - C

[Details of liability as on date]

SI No.	Loan No.	Nature of Loan/Limit	Liability With Interest As On Date	Rate of Interest
1	022961002888	OCC/ODBD	1,72,90,493.00	12.3
2	0229766000014	TL	2,39,92,118.19	13.35
3	0229755000007	GECL	41,13,598.52	9.25
4	170002802176	GECL 1.0 EXTENSION	45,87,237.31	9.25

KOGTA FINANCIAL (INDIA) LIMITED

CIN No. U67120P1996PLC011406 Registered Office: Kogta Financial (India) Limited

S-1 Gopalbari, Near Ajmer Pulia, Opp. Metro Pillar No. 143, Jaipur - 302001, Rajasthan, India

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 9 (6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower/ Co-Borrower/ Mortgagor/s (that is who has been taken by the Authorised Officer of Kogta Financial (India) Limited, the same shall be referred herein after as KOGTA. The Secured Assets will be sold on "As is where is", "As is what is", and "Whatever there is" basis through Auction for recovery of amount mentioned in the table below along with further interest, cost, charges and expenses being due to KOGTA viz. Secured Creditor. It is hereby informed to you that we are going to conduct public Auction.

Account No. and Name of borrower/co-borrower/ Mortgagors/Guarantor

Date & Amount as per Demand Notice u/s 13(2) & Date of physical Possession and amount as on (Date)

Descriptions of the property/Properties

Reserve Price, Earnest Money Deposit & Bid Increment Amount (In Rs.)

Auction Date and Time, EMD Submission Last Date, Place of Submission of Bids and Documents, Inspection Date

Rs. 24,46,119/- (Rupees Twenty Four Lakh Forty Six Thousand One Hundred Nineteen only) as on date 16 November 2021.

Physical Possession done on 2nd January 2024.

Rs. 27,62,881/- (Rupees Twenty Seven Lakh Sixty Two Thousand Eight Hundred Eighty One only) as on date 10th January 2024, plus, Future interest & charges extra.

Mr. Dinesh Bachubhai Jesani S/o Mr. Bachubhai Lavabhai Jesani (co-Applicant)

Mr. Harshad P. Prajapati S/o Mr. Pratapbhai Lalji Prajapati (guarantor)

13(2) Notice Issue Date - 16.11.2021

EVENT: Admeasuring about 28 sq. Mts. (as per Survey Report) Admeasuring about 23,411 sq. meters.) Plot area along with in the Scheme known as KILASHNATHI VADI of city Survey No.579 of Ward No. 7 of Village: Ladhravja, Taluka: Choryasi, District: Surat, State: Gujarat, owned by Mr. Jesani Rohitkumar Dineshbhai

OTHER TERMS AND CONDITIONS OF AUCTION SALE: 1. The properties are being sold on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS"

2. The particulars of Secured Asset/s mentioned in the Schedule hereinafore have been stated to the best of the information of the Authorised Officer, but the Authorised Officer shall not be answerable for any error, misstatement or omission in this proclamation.

3. The secured asset will not be sold below the reserve price.

4. The auction sale will be held on the given time and at Kogta Financial (India) Limited 504/505, EVENT, Umashankar Joshi Marg, Vasant Vilas, Smruti Complex, Navrangpura, Ahmedabad, Gujarat - 380009. 5. The bidders are also advised to go through the detailed terms and conditions as mentioned in this Proclamation of Sale (POS) for AUCTION sale before submitting their bids and taking part in the AUCTION sale proceedings and/or contact Mr. Jitendra Patel (Mobile No- 9116674503) or Mr. Eeshan Atrey (Mobile No.- 9462139569 All interested participants/bidders are requested to visit our website <https://kogta.in/media-center/property-auction/>

The borrower/guarantors/mortgagors are hereby notified to pay the sum as mentioned above along with up to date interest and ancillary expenses before the date of AUCTION, failing which the auction will be postponed and balance dues, if any, will be recovered with interest and cost.

Date: 11.01.2024 Place: Surat

Authorized Officer
Kogta Financial (India) Ltd

STATUTORY 30 DAYS NOTICE UNDER RULE 6(6) OF THE SECURITY INTEREST (ENFORCEMENT) RULES

OTHER TERMS AND CONDITIONS OF AUCTION SALE: 1. The properties are being sold on "AS IS WHERE IS BASIS", "AS IS WHAT IS" and "WHATEVER THERE IS"

2. The particulars of Secured Asset/s mentioned in the Schedule hereinafore have been stated to the best of the information of the Authorised Officer, but the Authorised Officer shall not be answerable for any error, misstatement or omission in this proclamation.

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