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to 490 (both inclusive) under Share Certificate No 71 issued by Shree Laxmi Vijay Industrial Premises Co-operative Society Ltd.

However, the first original chain agreement in respect of the aforesaid unit i.e. Agreement for Sale dated 14th September 1984 executed by and between M/s. Laxmi Industrial Estate & Mrs. Kavita Laxman Bhatia is irrecoverably lost or misplaced.

And the owners had mortgaged the said Unit in favour of Bank of Baroda Lokhandwala Branch for and against the various loan/credit facilities granted to them.

In view of the same this notice is given to the public at large that if any person having any claim or right in the said agreement/ unit by way of Sale, Mortgage, Lease, Gift, Possession or otherwise is hereby required to intimate to the undersign within 14 days from the date of publication of this notice about their claim if any, with all supporting documents failing which the claim if any of such person shall be treated as waived.

For and on behalf of Bank of Baroda
Mrs. Shilpa Shelar,
Advocate
Mob: 7506008721
Office No. 801, 8th Flr. Time Chambers,
S. V. Rd, Near Paneri Showroom,
Andheri (W), Mumbai – 400058

PLACE: MUMBAI
DATE: 22.01.2025

IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH
COMPNAY SCHEME PETITION NO. 7 OF 2025
IN
COMPANY SCHEME APPLICATION NO. 209OF 2024
(Section 230 to 232 of the Companies Act, 2013)

In the matter of a Petition made under Sections 230 and 232 and other applicable sections of the Companies Act, 2013

AND
In the matter of:

KAK Automobiles & Utilities Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 101, Omega House Hiranandani Gardens, Powai, Mumbai, Maharastra, India, 400076.
CIN No. U50102MH2004PTC150136
PAN: AACCB5906B

... Petitioner Company No. 1/
... Transferor Company No. 1

KRISH MULTITRADE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 301, Omega Building, Hiranandani Gardens, Powai, Mumbai City, Mumbai, Maharashtra, India, 400076.
CIN No. U74900MH2009PTC192278
PAN: AADCK6620J

... Petitioner Company No. 2/
... Transferor Company No. 2

BIS AGRO FARMS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered Off No. 103, 1st Floor, Kushal Point Bldg, Behind Uday Cinema, Plot No. 22, 4th Road, Ghatkopar West, Mumbai, Maharashtra, India, 400086.
CIN No. U01100MH2004PTC147962
PAN: AACCB4499F

... Transferee Company/
... Petitioner Company No. 3

Notice of Petition

A petition under Sections 230 and 232 of the Companies Act, 2013, for sanction of Scheme of Amalgamation of **KAK Automobiles & Utilities Private Limited**, (The Petitioner Company No. **1**), **KRISH MULTITRADE PRIVATE LIMITED**, (The Petitioner Company No. **2**) **and BIS AGRO FARMS PRIVATE LIMITED**, (The Petitioner Company No. 3), was presented by the petitioners on 13/01/2025 and the said petition has been admitted and is fixed for final hearing beforethe Hon'ble Mumbai Bench of National Company Law Tribunal on 28/02/2025. 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 petitioners 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.

Dated: 22/01/2025 Sd/-

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the Act.

Date: 22-Jan-2025
Place: Manickpur //Kharghar//Dongare/Mahim

Sd/- Authorised Officer,
For Hero Housing Finance Limited

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asrec (India) Limited

Dynasty Business Park, Unit no. A-212, 2nd Floor, Andheri Kurla Road, Andheri (East), Mumbai-400 059.

PUBLIC NOTICE FOR E-AUCTION – SALE OF IMMOVABLE PROPERTY

(Under Rule 8(6) read with Rule 9 of the Security Interest (Enforcement) Rules, 2002)

WHEREAS,

ASREC (India) Ltd., a company incorporated under the Companies Act, 1956 is registered with Reserve Bank of India as a Securitisation and Reconstruction Company under section 3 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) having its Registered Office at Solitaire Corporate Park, Building No.2 – Unit No. 201-202 & 200A-200B, Ground Floor, Andheri Ghatkopar Link Road, Andheri (East), Mumbai-400 093 (hereinafter referred to as "ASREC") and secured creditors of **1) Mr. Kushal Ramesh Patel (borrower) and its guarantors 2) Mr. Ramesh Chandra Shankar Patel, 3) Mr. Mukul Chandrakant Bhise (Mortgagor)** by virtue of Deed of Assignment dated 4th January,2022 executed with original lender Vasai Vikas Sahakari Bank Ltd, whereby ASREC (India) Ltd., in its capacity as trustee of ASREC PS-05/2021-22 Trust, has acquired the financial assets of aforesaid borrower from Vasai Vikas Sahakari Bank Ltd with all rights, title and interest together with underlying security interest under Section 5 of the SARFAESI Act, 2002.

The Authorized Officer of ASREC (India) Ltd in exercise of powers conferred under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI) and Security Interest (Enforcement) Rules, 2002, had issued a demand notice dated 12.10.2022 u/s 13(2) of the said act calling upon the borrower **1) Mr. Kushal Ramesh Patel (borrower) and its guarantors 2) Mr. Ramesh Chandra Shankar Patel, 3) Mr. Mukul Chandrakant Bhise (Mortgagor)** in their capacity for repayment of total outstanding amount aggregating to **Rs. 2,48,10,950/- (Rupees: Two Crore Forty Eight Lac Ten Thousand Nine Hundred Fifty Only) as on 30.09.2022** with further interest thereon from 01.10.2022, in respect of the advances granted by the Vasai Vikas Sahakari Bank Ltd to **1) Mr. Kushal Ramesh Patel (borrower) and its guarantors 2) Mr. Ramesh Chandra Shankar Patel, 3) Mr. Mukul Chandrakant Bhise (Mortgagor)** within the stipulated period of 60 days.

Pursuant to Assignment Agreement dated 04.01.2022, ASREC (India) Ltd., has acquired the financial assets of aforesaid borrower from Vasai Vikas Sahakari Bank Ltd with all rights, title and interest together with underlying security interest under Section 5 of the SARFAESI Act, 2002

As the abovementioned Borrower/guarantors/Mortgagor having failed to pay as per the said Demand Notice dated 12.10.2022 under Sec.13(2) within stipulated period of 60 days, the Authorized Officer of ASREC (India) Ltd. in exercise of powers conferred under Section 13(4) read with rule 8/9 Enforcement of Securities(Interest) Rules,2002 took physical possession of the below mentioned property on 13.02.2023 by virtue of Section 13(4) read with section 14 of SARFAESI Act,2002.

Since the entire dues have not been cleared, Notice is hereby given to the public in general and Borrower(s) and guarantor(s) in particular that the Authorised Officer hereby intends to sell the below mentioned secured property for recovery of dues, as per aforesaid demand u/s 13 (2) notice after giving due credit to the payment received subsequent to the said notice, under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and hence the tenders/bids are invited in sealed cover for the purchase of the secured property. The property shall be sold strictly on **"AS IS WHERE IS", "AS IS WHAT IS" and "NO RECOURSE"** basis under 8 & 9 of security interest (enforcement) Rules for recovery of dues detailed as follows.

Lot No	Description of the Secured Assets	Reserve Price (Rs. in Lakh)	E.M.D. (Rs. in Lakh)	Bid Increment (In Rs.)
1	Equitable Mortgage of Shop No.301, Third floor in the Lake View Heritage, area admeasuring about 700 sq. ft. equivalent to 980 sq. ft, plot bearing S.No.114/1, Tikka No. 8, lying being and situate at village – Panchpakhadi, Manrpada ,old Bombay Agra Road, near Bahubhai Petrol Pump, New S.T bus stand, Taluka & Dist. Thane – 400 602 owned by Mr. Mukul Chandrakant Bhise Bounded by: North : Babubhai Petrol Pump South: Land bearing C.T.S. No. 115 East : Mumbai Agra Road West : Bramhala talao	167	17	0.50

TERMS & CONDITIONS :-

1.THE E-AUCTION WILL BE HELD ON 12.02.2025 BETWEEN 10.00 A.M TO 2.00 P.M WITH UNLIMITED AUTO TIME EXTENSION OF 5 MINUTES EACH, TILL THE SALE IS CONCLUDED.

2. E-auction will be conducted under "online electronic bidding" through Asrec's approved service provider M/s. C1 INDIA PRIVATE LIMITED at website: **https://www.bankeauctions.com** (web portal of M/s C1 INDIA PRIVATE LIMITED.). E-auction tender document containing online e-auction bid form, declaration, General Terms and Conditions of online e-auction sale are available in websites: **www.asrecindia.co.in** and **https://www.bankeauctions.com.** The intending bidder shall hold a valid e-mail address. The contacts of **M/s. C1 India Private Limited - Mr. Bhavik Pandya, Mobile : +91 8866682937, Help Line No. : (+91- 124-4302020/ 21/ 22, + 917291981124/ 1125/ 1126, Email:gujarat@c1india.com, support@bankeauctions.com.**

3. Registration of the enlisted bidders will be carried out by the service provider and the user ID or Password will be communicated to the bidders through e-mail. The bidders will be provided necessary training on e-auction free of cost. Neither ASREC nor the service provider will be responsible for any lapses/failure on the part of bidder on account of network disruptions. To ward off such incidents, bidders are advised to make all necessary arrangements such as alternative power back-up etc.

4. The particulars given by Authorised Officer are stated to the best of his knowledge, belief and records. Authorised Officer shall not be responsible for any error, mis-statement or omission etc. The intending bidders should make their own independent enquiries regarding encumbrances, title of property put on auction and claims/rights/dues affecting the property prior to submitting their bids. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of ASREC. The property is being sold with all existing encumbrances whether known or unknown to ASREC. The Authorised Officer / Secured Creditor shall not be responsible in any way for any third party claims/ rights/views.

5. The property shall not be sold below reserve price and sale is subject to confirmation of Asrec India Ltd, the secured creditor. Bids in the prescribed format given in the tender document shall be submitted to Authorised Officer of ASREC (India) Ltd., Bldg. No. 2, Unit No. 201-202 & 200A-200B, Gr. Floor, Solitaire Corporate Park, Andheri Ghatkopar Link Road, Chakala, Andheri (East), Mumbai - 400093 or submit through email to Indranath@asrecindia.co.in, navinanchan@asrecindia.co.in, Asrec@asrec.co.in **Last date for Submission of Bid Form is 11.02.2025 upto 4.00 PM.** The bid form or EMD received late for any reason whatsoever will not be entertained. Bid without EMD shall be rejected summarily.

6. The intending purchasers / bidders are required to deposit EMD amount either through NEFT /RTGS in the **Account No. : 009020110001533, with Bank of India, SSI, Andheri Branch, Name of the Account / Name of the Beneficiary:ASREC PS-05/2021-22 TRUST, IFSC Code: BKID 0000090.**

7. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part of sale consideration and the EMD of unsuccessful bidders shall be refunded in the same way. The EMD shall not bear any interest. The bidders are requested to give particulars of their bank account to facilitate quick and proper refund.

8. The successful bidder shall immediately i.e. on the same day or not later than next working day, as the case may be, deposit 25% of the sale price (inclusive of EMD amount deposited) to the Authorised Officer and in default of such deposit, EMD will be forfeited and the property shall be sold again.

9. The balance amount of the sale price shall be paid on or before 15th day of confirmation of sale of the property or such extended period as may be agreed upon in writing between the secured creditor and successful bidder. In default of payment within above stipulated time period, the deposit shall be forfeited and the property shall be resold and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.

10. The sale shall be subject to provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & Security Interest (Enforcement) Rule 2002.

11. The interested bidders can **inspect the property on 05.02.2025 from 11.00 AM to 3.00 PM. Contact Details: Mr. I N Biswas - Cell No. 9163621311, 022 – 61387053, Mr. Navinchandra Anchan - Cell No. 9820250145, 022 – 61387051 and Mr.Jagdish Shah-Cell No.9819931487** may be contacted for any query.

12. The Authorised officer reserves absolute right to accept or reject any or all offers and/or modify any terms/conditions without assigning any reasons thereof.

13. The successful bidder would bear the charges/fees payable for GST, registration, stamp duty, registration fee, incidental expenses etc. as applicable as per law.

14. The highest bid will be subject to approval of the secured creditor.

West : Bramhala talao

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8. The successful bidder shall immediately i.e. on the same day or not later than next working day, as the case may be, deposit 25% of the sale price (inclusive of EMD amount deposited) to the Authorised Officer and in default of such deposit, EMD will be forfeited and the property shall be sold again.

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12. The Authorised officer reserves absolute right to accept or reject any or all offers and/or modify any terms/conditions without assigning any reasons thereof.

13. The successful bidder would bear the charges/fees payable for GST, registration, stamp duty, registration fee, incidental expenses etc. as applicable as per law.

14. The highest bid will be subject to approval of the secured creditor.

15. This notice, under Rule 8 (6) of Security Interest (Enforcement) Rule 2002, will also serve as 15 days' notice to the borrowers / guarantors / mortgagors for sale of secured property under SARFAESI Act and Security Interest (Enforcement) Rules on the above mentioned date if their outstanding dues are not paid in full.

Sd/-
Authorized Officer,
ASREC (India) Ltd.

Date : 21.01.2025
Place: Mumbai