

Speed Post Acknowledgment Due and E-mail

Ref No. RBL/MUM/SAG/606/2024

14th October 2024

To,

<p>1. Khedut Agro Engineering Private Limited (Borrower) Plot No. 6, Survey No.191, Shantidham Society Road, OPP Orkev Pharma, NI1 – 27, Veraval (Shapar) Kotda Sangani, Dist. Rajkot – 360 024, Gujarat.</p> <p>Registered Office: Plot No. 6, Survey No.191, Shantidham Society Road Near Orke Farm , 8 - B, N. H. Veraval (S, Hapar), Kotda Sangani, Gujarat, India, 360004</p> <p>Also at Khedut Agro Engineering Private Limited Mr. Dinesh Jamnadas Khanpara (Director) 402, Shantiniketan Apartments, Behind Prasang Hall, 150 Feet Ring Road, Rajkot – 360001 Gujarat</p> <p>Also at: Silver Heights, BL No. 302, Jasal Park, Behind Crystal Mall, Kalawad Road, Rajkot, Gujarat-360005.</p> <p>Also at Khedut Agro Engineering Private Limited Mr. Ranchhodbhai Laxmidas Khanpara Silver Heights, BL No. 302, Jasal Park, Bh. Crystal Mall, Kalawad Road, Rajkot, Gujarat-360005.</p> <p>Also at: 403, Sahaj Apartments, Zanzarda Road, Junagadh – 362001 Gujarat</p> <p>Email: a) info@khedutagro.com b) account@khedutagro.com c) dinesh@khedutagro.com d) export@khedutagro.com d) finance@khedutagro.com</p> <p>..Addressee No. 1</p>	<p>2. Mr. Dinesh Jamnadas Khanpara (Guarantor and Mortgager) 402, Shantiniketan Apartments, Behind Prasang Hall, 150 Feet Ring Road, Rajkot – 360001 Gujarat</p> <p>Also at: Silver Heights, BL No. 302, Jasal Park, Behind Crystal Mall, Kalawad Road, Rajkot, Gujarat-360005.</p> <p>..Addressee No. 2</p> <p>Email: dinesh_patel63@yahoo.com</p>
<p>3. Mr. Ranchhodbhai Laxmidas Khanpara (Guarantor and Pledgor) 403, Sahaj Apartments, Zanzarda Road, Junagadh – 362001 Gujarat</p> <p>Also at: Silver Heights, BL No. 302, Jasal Park, Behind Crystal Mall, Kalawad Road, Rajkot, Gujarat-360005.</p>	<p>4. Khedut Agro Engineering, a registered Partnership Firm through its partners Mr. Dinesh Jamnadas Khanpara and Mr. Ranchhodbhai Laxmidas Khanpara (Corporate Guarantor and Mortgager) Plot no. 6, Survey no. 191, Opp. Orchev Pharma, Near Shantidham Society Main Road, Veraval (Shapar), Dist. Rajkot -360 024.</p>

www.rblbank.com**RBL Bank Limited**

Corporate Office : One World Centre, Tower 2B, 6th Floor, 041, Senapati Dapatt Marg, Lower Parel (West), Mumbai - 400 013, Maharashtra.

Registered Office : 1st Lane, Shahupuri, Kolhapur - 416001, India | Tel.: +91 2316650200

CIN : L65191PN1943PLC007308 . E mail: customercreate@rblbank.com

..Addressee No. 3

Email: dinesh_patel63@yahoo.com

Also at

**Khedut Agro Engineering,
Mr. Dinesh Jamnadas Khanpara
(Partner)**

402, Shantiniketan Apartments, Behind Prasang Hall,
150 Feet Ring Road, Rajkot – 360001 Gujarat;

Also at:

Silver Heights, BL No. 302, Jasal Park, Behind
Crystal Mall, Kalawad Road, Rajkot, Gujarat-360005.

Also at

**Khedut Agro Engineering,
Mr. Ranchhodbhai Laxmidas Khanpara
(Partner)**

Silver Heights, BL No. 302, Jasal Park, Behind
Crystal Mall, Kalawad Road, Rajkot, Gujarat-360005.

Also at:

403, Sahaj Apartments, Zanzarda Road, Junagadh –
362001 Gujarat

..Addressee No. 4

Email: a) info@khedutagro.com

b) dinesh_patel63@yahoo.com

Dear Sir(s) / Madam,

Subject: Notice of sale of Properties (*hereinafter defined*) under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”) and the Security Interest (Enforcement) Rules, 2002 (“Rules”) (“Sale Notice”);

Ref: Demand notice issued u/s 13(2) of the SARFAESI Act dated 22nd September, 2022 (“Demand Notice”) and order dated 13th April, 2023; Intimation of possession notice dated 14th June, 2023 informing the physical possession taken by the Bank of factory shed on 11th June, 2023 (“First Intimation of Possession Notice”) and Intimation of possession notice dated 15th June 2024 informing the physical possession of flat property taken by the Bank on 09th June, 2024 (“Second Intimation of Possession Notice”).

1. We refer to our Demand Notice issued to you all, *vide* which the Authorised Officer of RBL Bank Ltd. (“**Bank**”) called upon you all to pay to the Bank, within 60 (sixty) days from the date of said notice, the following amounts in respect of the Credit Facilities outstanding as on 15th September, 2022 (“**Outstanding Amount**”) as detailed in the said Demand Notice (*excluding Existing Bank Guarantee*) along with further interest thereon from 16th September 2022, plus penal and other interest and amounts as per the Transaction Documents till payment thereof;
 - a) For Cash Credit facility: Addressee No. 1 to 4 in your capacity as Borrower and/or Guarantors/Mortgagors are jointly and severally liable to pay **Rs. 8,92,40,414.42/- (Rupees Eight Crores Ninety Two Lakhs Forty Thousand Four Hundred Fourteen and paise Forty Two Only);**and



- b) For GECL I and GECL II facility: Addressee No.1 in your capacity as Borrower and Addressee No. 2 and 4 in your capacity as Mortgagor are jointly and severally liable to pay **Rs. 2,36,49,903.54: (Rupees Two Crore Thirty-Six Lakhs Forty-Nine Thousand Nine Hundred Three and Paise Fifty-Four Only).**
2. Further, vide the said Demand Notice, all the Borrower, Guarantor(s)/Mortgagor(s) were called upon to jointly and severally pay the outstanding dues as stated above and return all the original bank guarantees and its amendment thereof including the Existing Bank Guarantee as stated and defined in the Demand Notice, within 60 (sixty) days from the date of the Demand Notice, failing which the Bank, as a secured creditor shall be entitled to enforce its security interest in respect of the Secured Assets, without intervention of the Court or Tribunal, by taking recourse to one or more of the measures under the SARFAESI Act, including but not limited to, taking over possession and /or management of the Secured Assets, sale of the mortgaged assets for realizing its outstanding dues at your own risk as to the cost and consequences thereof.
3. Further, we refer to the First Intimation of Possession Notice and Second Intimation of Possession Notice vide which the undersigned, being the Authorised Officer of RBL Bank Ltd. has intimated you that Court Commissioner, appointed vide order dated 13.04.2023 passed by Chief Judicial Magistrate, Rajkot in CRMA No. 380/2023, has taken physical possession of the factory shed on 11th June 2023 and subsequently, taken physical possession of the residential flat on 9th June 2024. The factory shed (“**Factory Property**”) and residential flat (“**Flat Property**”) are more particularly described in the **Schedule** hereinbelow and hereinafter collectively referred to as “**Properties**”.
4. In view of the aforesaid and that you have failed to discharge your liability in full within the time mentioned in the Demand Notice and/or till date the undersigned being the Authorised Officer of the Bank has decided to sell the Properties by way of E-auction, on “**as is where is**”, “**as is what is**” and “**whatever there is**” and “**Without Recourse Basis**” to recover and/or realise the outstanding dues. In this regard, the Authorised Officer has obtained a valuation of the Properties and accordingly fixed the reserve price of each of the Properties as follows:

Reserve Price of the Properties	a) Factory Property: Rs 1.66 Cr b) Flat Property: Rs 0.53 Cr
Earnest Money Deposit	a) Factory Property: Rs 16,60,000/- b) Flat Property: Rs 5,30,000/-

5. Kindly treat this Sale Notice as a notice to you all under Rule 8(6) of SARFAESI Rules. The Bank invites your attention to the provisions of section 13(8) of the SARFAESI Act, in respect of the time available for redemption of the Properties.
6. In view thereof, the Bank hereby calls upon you all to repay the Bank as follows, along with further interest thereon from 16th September 2022, plus penal and other interest and amounts as per the loan and security documents, till payment thereof, to redeem the Properties:
- a) For Cash Credit facility: Addressee No. 1 to 4 in your capacity as Borrower and/or Guarantors/Mortgagors are jointly and severally liable to pay **Rs. 8,92,40,414.42/-(Rupees Eight Crores Ninety Two Lakhs Forty Thousand Four Hundred Fourteen and paise Forty Two Only):and**




- b) For GECL I and GECL II facility: Addressee No.1 in your capacity as Borrower and Addressee No. 2 and 4 in your capacity as Mortgagor are jointly and severally liable to pay **Rs. 2,36,49,903.54: (Rupees Two Crore Thirty-Six Lakhs Forty-Nine Thousand Nine Hundred Three and Paise Fifty-Four Only).**

It may please be noted that upon Borrower's and/or Guarantor(s)/Mortgagor(s) failure to redeem the Properties by repaying as aforesaid, the Bank shall be constrained to proceed with the publication of e-auction notice any day after the expiry of 30 days from the present notice ("**E-Auction Notice**") and the sale of the mortgaged Properties on the date fixed on "**As is where is**", "**As is what is**", "**Whatever there is**" and "**Without Recourse Basis**" under the provisions of SARFAESI Act and Rules which you all may please note. It may be also noted that the E-Auction Notice will state in detail the terms and conditions of e-auction including date, time, place of e-auction, amount of earnest money deposit. The said E-Auction Notice will be subsequently sent at the addresses and e-mail ids mentioned in this notice.

This is for your information, records and necessary action.

Yours faithfully,
For RBL Bank Ltd.


Authorised Officer
(Akbar Panjwani)



Schedule

1. **Description of the Factory Property owned by M/s Khedut Agro Engineering (Registered Partnership Firm being mortgagor / guarantor)**

All that piece and parcel of immovable property comprising of factory shed constructed on land admeasuring 897-55 sq mts of Plot no. 6 of Revenue Survey no. 191, Paiki of Village Veraval of Kotda Sangani Taluka of Rajkot district, Registration District Rajkot and within the limits of Veraval Corporation/ Grampanchayat and bounded as follows:

- On or towards East: Road
On or towards South: Lagu Kharaba Land
On or towards West: Lagu Plot No. 4
On or towards North: Lagu Plot No 5

Together with fittings and fixtures annexed thereto/building structure standing thereon.

2. **Description of the Flat Property owned by Mr. Dinesh Khanpara being mortgagor / guarantor**

All that piece and parcels of immovable property being Flat No. 402, having built up area admeasuring 85-00 sq. mt. on 4th Floor of the building named "Shantiniketan Apartment", constructed on land admeasuring 510-00 sq. mts. Of Plot No. 63 of Survey No. 73 and 75 of village Nana Mava which is more identified as F.P. No. 190 of T.P. Scheme No.3 of Village Nana Mava of Rajkot Taluka of Rajkot District and bounded as follows:

- On or towards East: "MAN" Bungalow (Plot No. 64)
On or towards South: R.S No. 70
On or towards West: Flat No. 401 & Stair
On or towards North: 30 ft. Road

Together with fittings and fixtures annexed thereto/building structure standing thereon