

DECLARATION BY THE BIDDER

To,

Authorised Officer,
Assets Care and Reconstruction Enterprise Limited

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorized Officer and that the Authorized Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the Authorized Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorized Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorized Officer.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authorized Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
6. I/We also understand that the EMD of all offerer / bidders shall be retained by Assets Care and Reconstruction Enterprise Limited and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
7. The decision taken by Authorized Officer in all respects shall be binding on me/us.
8. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Name & Signature

Annexure-2

KYC for Individuals

Particulars	Documents
Proof of Identity	<ul style="list-style-type: none">• PAN Card <p>Or one copy of any of the following:</p> <ul style="list-style-type: none">• Passport• Driving License• Proof of possession of Aadhaar Number• Voter's Identity Card• Job Card issued by NREGA duly signed by an officer of State Government• Letter issued by the National Population Register Certificate or permission from regulator for investment/remittance in India.
Proof of address (Indian)	<p>One copy of any one of the following containing address (if address not mentioned in identity proof):</p> <ul style="list-style-type: none">• Utility bill which is not more than two months old of any service provider (electricity, telephone, postpaid mobile phone, piped gas, water bill)• Property or Municipal Tax receipt• Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address• Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and license agreements with such employers allotting official accommodation.
Proof of Address (Foreign National)	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.

KYC for Non-Individuals

For Foreign Portfolio Investors (FPIs):

- Constitution Documents (Memorandum & Articles of Association, Certificate of Incorporation, etc.);
- PAN Card;
- SEBI Registration Certificate;
- Certificate or permission from regulator for investment/remittance in India.
- Board Resolution/POA;
- Identity proof and Address proof of officers & employees acting in the capacity of FPIs (as per KYC of Individuals mentioned hereinabove).
- Ultimate Beneficial Owner (may declare "no UBO over 25%")

Other than Foreign Portfolio Investors:

- Certificate of Incorporation/Registration Certificate
- Memorandum & Articles of Association/Partnership Deed/Trust Deed
- PAN Card
- A resolution from the Board of Directors/authority letter granted to officers & employees to transact on its behalf;
- KYC documents of officers & employees (as per KYC of Individuals mentioned hereinabove) holding authority to transact on its behalf;

DECLARATION AND UNDERTAKING

Date:

To,
The Authorised Officer,
Assets Care & Reconstruction Enterprises Ltd
14th Floor, Eros Corporate Tower, Nehru Place,
New Delhi-110019

From,

Name	
Age/Date of Incorporation	
Address	
PAN	
Aadhar	
Date of the E-auction Notice	
Account Name/Borrower Name	
Details of Assets for which bid is submitted	

Sub: Disclosure of Eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 (IBC) and declaration for submitting bids towards purchase of Secured Asset.

Dear Sir,

I / we the undersigned bidder (s) have understood the provisions of section 29A of the Insolvency and Bankruptcy Code, 2016 (IBC) and in wake of the same, we submit this declaration under the said section 29A of the IBC and further do hereby certify and declare unconditionally that we the undersigned bidder (s) are not a person (s) as mentioned below and amounting to disqualification criteria as per the provisions of the Section 29A of the Insolvency and Bankruptcy Code, 2016.

a) undischarged insolvent;

- b) willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
- c) At the time of submission of the bid form and EMD, account of the bidder (s) is under the control of borrower and or classified as NPA in accordance with the guidelines issued by RBI under the Banking Regulation Act, 1949 or the guidelines of the Financial sector regulator issued under any other law for the time being in force and at least a period of 1 year has been lapsed from the date of such classification till date of
- d) Convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any Act specified under the Twelfth Schedule; or
 - (ii) for seven years or more under any law for the time being in force:
- e) Disqualified to act as a director under the Companies Act, 2013 (18 of 2013):
- f) Prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) Promoter or in the management or control of a Borrower Company in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Competent Authority under any prevailing laws:
- h) Executed a guarantee in favour of a creditor in respect of a Borrower against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part
- i) Subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j) Connected person not eligible under clauses (a) to (i).
- k) Not a holding company, subsidiary company, associate company or related party in any manner.
- l) Bidder (s) unconditionally and irrevocably undertakes that it shall provide all data documents and information as may be required by the Secured creditor to verify the statements made under this declaration and undertaking.
- m) Bidder (s) also declare and undertake that in case of bidder (s) becomes ineligible at any stage after submitting bid along-with EMD and during the bidding

TO BE DULY STAMPED AND NOTARIZED ON STAMP PAPER OF RS. 100/-

Process till issuance of Sale Certificate, it would inform the Secured Creditor forthwith on becoming ineligible. In such case, EMD deposited shall be forfeited.

- n) It is also further undertaken that the bid form will remain binding unless rejected by the secured Creditor in writing.
- o) Such other entity or category as may be barred and or notified by State or Central Government and or restrained by Court of Law from participating / conducting any such transactions.

VERIFICATION

I / We the bidder (s) abovenamed, do hereby solemnly declare and affirm that the above statement given by me / us is true and correct to the best of my / our knowledge and belief and nothing stated above is false or misrepresentation or misleading.

Signature of Bidder

**E-AUCTION SALE NOTICE FOR SALE OF
IMMOVABLE PROPERTY**

[See proviso to rule 8 (6) r/w rule 9(1)]

Public Notice of E-Auction Sale of Immovable Secured Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8(6) r/w rule 9 (1) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the Public in general and in particular to the Borrower(s), Guarantor(s) and Security Provider(s) that the below described Immovable Property mortgaged to **Assets Care & Reconstruction Enterprise Ltd.** [CIN: U65993DL2002PLC115769] (Secured Creditor"), the symbolic / constructive possession of which has been taken by the Authorised Officer of the Secured Creditor on 21.09.2023, will be sold by way of E-Auction, through E-Auction Agency **M/s e-Procurement Technologies Limited (Auction Tiger)** on 07.11.2024 from 2:00 PM to 4:00 PM with unlimited extension of 5 minutes each, if the bid is made before the close of E-Auction, on "**As is where is, "As is what is, "Whatever there is" and "No Recourse"** basis, for recovery of **Rs. 111,12,60,156/-** (Rupees One Hundred Eleven Crore Twelve Lakhs Sixty Thousand One Hundred Fifty Six Only) as on **08.03.2022** along with further interest w.e.f. **09.03.2022 @13% p.a** till payment with cost and charges, due to the Secured Creditor from **Sheena Textiles Ltd.**

Name of Borrower, Guarantors & Mortgagor:

M/s. Sheena Textiles Limited. (Borrower),

Guarantors

(i) Mr. Manoj Kumar Chugh, (ii) Mr. Ramesh Kumar Chugh., (iii) Mr. Ram Prakash Chugh., (iv) Mr. Satish Kumar Chugh., (v) M/s Sheena Exports., (vi) M/s Sheena Industries., (vii) Mr. Virendra Pal Shah., (viii) M/s Priya International., (ix) Mr. Chetan Das (Since Deceased), (x) Mr. Diwan Chand Chugh (Since Deceased), (xi) M/s HRS Fibres Ltd., (xii) M/s Sheena Overseas Pvt. Ltd.

The **Reserve Price** and **Earnest Money Deposit** shall be as follows:

Description of Property	Reserve Price	Earnest Money Deposit
All that pieces & Parcel of Industrial Land and Building situated at Khewat No. 682, Khatauni No. 819, Rectangle No. 55, Killa No. 19/2 (5-16), 22/1 (6-0), Khewat No. 309, Khatauni No. 375, Rectangle No. 55, Killa No. 22/2 (2-0) admeasuring 13 Kanal 16 Marla (approximately 8349 Sq. Yards) at Patti Afgan, located opposite Sector 25 Part II, Panipat, (Haryana) together with all buildings and structures constructed thereon. (Built up area approximately 30400 Sq.	Rs. 4,53,25,000/- (Rupees Four Crores Fifty Three Lakhs Twenty Five Thousand only)	Rs. 45.33 Lacs (Rupees Forty Five Lakhs Thirty Three Thousand Only)

Feet) in the name of M/s SHEENA EXPORTS Latitude : 29.362839 Longitude : 76.988279		
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Date / Time of site inspection and Authorised Officer:

25.10.2024 from 11 am to 3 pm for the intending purchasers /bidders

Contract Person/ Authorised Officer: Mr. R.R. Mahapatra
(9910612974 / 9654460006)

Date & Time of e-Auction

07.11.2024, Online from **02:00 p.m. to 04:00 p.m.** with auto extension of 05 minutes each

Last Date and Time for submission of request letter of participation, KYC Documents, PAN Card, Proof of EMD etc. On or before **06.11.2024 up to 04:00 p.m.** to the Authorised Officer either thorough e-mail to rr.mahapatra@acreindia.in or to the following address: **Assets Care and Reconstruction Enterprise Limited**, 14th Floor, Eros Corporate Tower, Nehru Place, New Delhi, 110019.

The intending purchasers and bidders are required to deposit EMD amount either through NEFT / RTGS in the **Account No. 901102000004794** in the name of beneficiary i.e. **Assets Care and Reconstruction Enterprise Limited**, with IDBI Bank Limited, IFSC **IBKL0000901** or by way of Demand Draft drawn in favour of Assets Care and Reconstruction Enterprise Limited drawn on any Nationalized or Scheduled Bank.

For detailed terms and conditions (which shall form an integral part of this Sale Notice) of the sale, please refer to the link provided on the website of the Secured Creditor i.e. www.acreindia.in; For bidding, log on to <https://sarfaesi.auctiontiger.net>

Note:

- (i) Symbolic / constructive possession of the above immovable property is with Assets Care Reconstruction Enterprises Limited through its authorized Officer.
- (ii) There is no stay/injunction from any judicial forum with respect to auction /sale of the above immovable property(s). The interim stay which had been early granted by DRT-II, Delhi in SA No. 17/2024 has since been vacated on 14.08.2024 and the stay application has been dismissed.

Dated: __.10.2024
Place: Delhi

(Authorised Officer)
Assets Care and Reconstruction Enterprise Limited

GENERAL TERMS AND CONDITIONS FOR SALE OF THE SECURED ASSETS IN THE ACCOUNT OF M/S SHEENA TEXTILES BY E-AUCTION UNDER “SARFAESI ACT, 2002”

Secured Assets will be sold on “AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND NO RECOURSE” Basis

1.	Name and Address of the Borrower and its Guarantors	<p>1. M/s Sheena Textiles Limited Regd. Office: A-145/4, T.T.C. Industrial Area MIDC Kharne, Thane Belapur Road, Navi-Mumbai- 400 705 Through its MD Sh. Ram Prakash Chugh Email id: chugh.prakash1@gmail.com , prakash1@gmail.com</p> <p>2. Mr. Manoj Kumar Chugh S/o Late Sh. Chetan Das Chugh Residing at 595-598, Sector 11/12 Phase-I, HUDA Panipat (Haryana)-132 103 (As Guarantor and also as partner of Defendant No. 6 M/s Sheena Exports) Email id: manojchugh09@gmail.com</p> <p>3. Mr. Ramesh Kumar Chugh S/o Late Sh. Divan Chand Singh Residing at at 595-598, Sector 11/12 Phase – I, HUDA Panipat (Haryana)- 132 103 (As Guarantor and also as partner of Defendant No. 6 M/s Sheena Exports) Email id: rameshkumarchugh8@gmail.com</p> <p>4. Mr. Ram Prakash Chugh S/o Late Sh. Chetan Das Chugh Residing at 595-598, Sector 11/12 Phase-I, HUDA Panipat (Haryana) – 132 103 (As Guarantor and also as partner of Defendant No. 6 M/s Sheena Exports) Email id: chugh.prakash1@gmail.com , prakash1@gmail.com</p> <p>5. Mr. Satish Kumar Chugh S/o Late Sh. Chetan Das Chugh Residing at 595-598, Sector 11/12 Phase-I, HUDA Panipat (Haryana) – 132103 (As Guarantor and also as partner of Defendant No. 7 M/s Sheena Industries) Email id: satishchugh.prakash@gmail.com</p> <p>6. M/s. Sheena Exports (Guarantor) A partnership Firm, having its principal place of business at Ujha Road, Post Box 84 Panipat (Haryana)-132 104</p>
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(Through any of its partners Mr. Manoj Kumar Chugh, Mr. Ramesh Kumar Chugh and Mr. Ram Prakash Chugh)

7. M/s Sheena Industries (Guarantor)

A partnership Firm ,
having its principal place of business at
Ujha Road, Post Box 84
Panipat (Haryana)-132 104
(Through any of its partners Mr. Satish Kumar Chugh/ Mr. Virender Pal Shah)

8. Mr. Virender Pal Shah

S/o Sh. Hukumat Rai Shah
Partner, M/s Sheena Industries (Guarantor)
Shanti Niwas, Insar Nagar
Panipat (Haryana)-132 103

9. M/s. Priya International (Guarantor)

A partnership firm, having its office at
Nizampur Road, Near Babarpur
Panipat-132 103 (Haryana)

10. Mr. Chetan Das Chugh (since deceased)

Represented through the following LR's:

(10 a) Mr. Manoj Kumar Chugh,

S/o Late Mr. Chetan Das Chugh,
595-598, Sector-11/12,
Phase-1, HUDA, Panipat (Haryana)- 132103 (also CD No. 2).
Email id: manojchugh09@gmail.com

(10 b) Mr. Ram Prakash Chugh

S/o Late Mr. Chetan Das Chugh,
595-598, Sector-11/12,
Phase-1, HUDA, Panipat (Haryana)- 132103 (also CD No. 4)
Email id: chugh.prakash1@gmail.com ,
prakash1@gmail.com

(10 c) Mr. Satish Kumar Chugh

S/o Late Mr. Chetan Das Chugh,
595-598, Sector-11/12,
Phase-1, HUDA, Panipat (Haryana)- 132103 (also CD No.5).
Email id: satishchugh.prakash@gmail.com

(10 d) Mrs. Chanchal Rani Ahuja

d/o Late Mr. Chetan Das Chugh,
595-598, Sector-1 1/12, Phase-I, HUDA,
Panipat (Haryana)- 1321 03

(10 e) Mrs. Sonia Lakhina

d/o Late Mr. Chetan Das Chugh,
595-598, Sector-1 1/12, Phase-I, HUDA

		<p>Panipat (Haryana)- 132103</p> <p>11. Mr. Diwan Chand Chugh (Since Deceased) Represented through his following LR</p> <p>(11 a) Mr. Ramesh Kumar Chugh S/o Late Sh. Diwan Chand Singh Residing at at 595-598, Sector 11/12Phase – I, HUDA Panipat (Haryana)- 132 103 Email id: rameshkumarchugh8@gmail.com</p> <p>12. M/s HRS Fibres Ltd. (Corporate Guarantor) Having its registered office at: 189, Tarun Enclave, Pitampura, New Delhi – 110 034.</p> <p>13. M/s Sheena Overseas Pvt. Ltd. (Corporate Guarantor) Having its registered office at 189, Tarun Enclave, Pitampura, New Delhi – 110 034.</p>
2.	Name and Registered Address of the secured creditor	Assets Care & Reconstruction Enterprise Limited, (ACRE), 14 th Floor, Eros Corporate Tower, Nehru Place, New Delhi 110019.
3.	Description of the secured assets to be sold	Immovable Secured Asset (Asset):- All that pieces & Parcel of Industrial Land and Building situated at Khewat No. 682, Khatauni No. 819, Rectangle No. 55, Killa No. 19/2 (5-16), 22/1 (6-0), Khewat No. 309, Khatauni No. 375, Rectangle No. 55, Killa No. 22/2 (2-0) admeasuring 13 Kanal 16 Marla (approximately 8349 Sq. Yards) at Patti Afganana, Panipat, located opposite Sector 25 Part II, Panipat, (Haryana) together with all buildings and structures constructed thereon. (Built up area approximately 30400 Sq. Feet) in the name of M/s SHEENA EXPORTS. Latitude: 29.362839 Longitude: 76.988279
4.	Details of the encumbrances know to the secured creditor	To the best of knowledge and information of the Authorized Officer, there are no encumbrances on the Asset, the intending bidders should make their own independent inquiries regarding the encumbrances, title of Assets put on auction and claims/ rights/ dues/ effecting the property, prior to submitting their bid.
5.	The secured debt for recovery of which the secured assets are to be sold	Rs. 111,12,60,156/- (Rupees One Hundred Eleven Crore Twelve Lakhs Sixty Thousand One Hundred Fifty Six Only) as on 08.03.2022 along with further interest w.e.f. 09.03.2022 @13% p.a till payment with cost and charges, due to the Secured Creditor from Sheena Textiles Ltd.
6.	Deposit of earnest money	EMD for Asset: - Rs. 45.33 Lakhs (Rupees Forty Five Lakhs Thirty Three Thousand Only) To be remitted by RTGS / NEFT to the Bank account of Assets Care and Reconstruction Enterprise Limited,

7.	Reserve Price for the secured assets: Bank account in which EMD to be remitted Last Date and Time within which EMD to be remitted	Rs. 4,53,25,000/- (Rupees Four Crores Fifty Three Lakhs Twenty Five Thousand only) Account Name: Assets Care and Reconstruction Enterprise Limited Bank Name: IDBI Bank Limited Branch: Nehru Place, Delhi Account No: 901102000004794 IFSC Code: IBKL0000901 On or Before 06.11.2024 by 4:00 PM (Date & Time).
8.	Time and manner of payment	The successful bidder shall have to deposit 25% of the sale price, adjusting the EMD already paid, within 24 hours on acceptance of the bid price by the Authorised Officer and the balance 75% of the sale price on or before the 15 th day of sale. Default in deposit of amount by the successful bidder would entail forfeiture of the whole money, already deposited and secured asset shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of the secured asset / amount.
9.	Time and place of e-Auction or time after which sale by any other mode shall be completed	Online e-auction on 07/11/2024 for 1 hour from 02:00 P.M. to 04:00 P.M. with unlimited auto extension of 5 minutes each.
10.	The e-Auction will be conducted through the ACRE's approved service provider e-Auction tender documents containing e-Auction bid form, declaration etc., are available in the website of the service provider and ACRE as mentioned above	https://sarfaesi.auctiontiger.net https://www.acreindia.in
11.	Bid increment amount: Auto extension:	INR 100,000/- (Rupees One Lakh only). Auto extension of 5 minutes each.
12.	Date and Time during which inspection of the immovable secured assets to be sold and intending bidders should satisfy themselves about the assets and their specification. Contact person with mobile number	The inspection of Asset put on auction will be permitted to interested bidders on 25.10.2024 from 11 am to 3 pm before the e-auction at site as mentioned against the asset description. The Interested Bidders may contact the Authorised Officers on the following phone numbers :-

		Mr. R.R. Mahapatra Mob: 9910612974 / 9654460006
13.	Other conditions	
		<p>a. Interested Bidders shall have a valid email ID (e-mail ID is necessary for the intending bidder as all the relevant information and allotment of ID and Password by M/s E-Procurement Technologies Ltd (e-auction service provider) may be conveyed through e-mail). Bidders can Contact Mr. Ram Prasad Sharma on Mob. No. 8000023297 & email Id: ramprasad@auctiontiger.net</p> <p>b. The intending bidder should submit the evidence of EMD deposit like NEFT/RTGS Challan and the UTR number along with Bid & Bid Documents for participation in the e-Auction on or before 06.11.2024 by 4:00 P.M (Date & Time) to the Authorised Officer through e-mail on the e-mail ids rr.mahapatra@acreindia.in or through courier/speed post/registered A.D. to the registered officer address of ACRE at Assets Care and Reconstruction Enterprise Limited, 14th Floor, Eros Corporate Tower, Nehru Place, New Delhi 110019. If the Bid & Bid Documents are being sent through email the subject of the e-mail should clearly mention "Bid for Asset", similarly if the Bid & Bid Documents are being sent through courier/speed post/registered A.D. the caption of the packet containing the documents should clearly mention "Bid for Asset". The Bid documents can be downloaded from https://www.acreindia.in and https://sarfaesi.auctiontiger.net and are annexed hereto as Details and Declaration Form in Annexure 1.</p> <p>c. The interested bidders are required to submit their KYC documents along with their bids as mentioned in Annexure 2. The copies of the KYC Documents shall be submitted by the Interested bidders on or before 06.11.2024 by 4:00 P.M. (Date & Time) to the Authorised Officer of ACRE through e-mail on the e-mail ids rr.mahapatra@acreindia.in and through courier/speed post/registered A.D. to the registered officer address of ACRE as mentioned hereinabove.</p> <p>d. The Interested bidders shall also submit duly notarized undertaking/affidavit/declaration under Section 29A of the IBC, 2016 that they are not a related party of the Borrower Company and Owner of the Property/ies along with their Bids. The undertaking/affidavit/declaration submitted by the Interested bidders under Section 29A of the IBC, 2016 will be subject to the Authorised Officer internal due diligence and if in the internal due diligence it is found that an Interested bidder is not qualified under Section 29A of the IBC, 2016, his bid will be rejected summarily. The Format of undertaking/affidavit/declaration under Section 29A of the IBC, 2016 is annexed hereto as Annexure 3.</p> <p>e. Name of Eligible Bidders will be identified by ACRE to participate in online e-Auction on the portal https://sarfaesi.auctiontiger.net. M/s E-Procurement Technologies Ltd (e-auction service provider) will provide the user ID and Password to the Eligible Bidders which are identified by ACRE.</p> <p>f. The successful bidder shall be required to submit to the Authorised Officer the final prices, quoted during the e-Auction in the Details and Declaration form, after completion of the e-Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of e-Auction. The details and declaration form can be downloaded from https://www.acreindia.in and https://sarfaesi.auctiontiger.net and can be submitted to the Authorised Officer either thorough e-mail to rr.mahapatra@acreindia.in or through courier/speed post/registered A.D. to the registered office address of ACRE as mentioned hereinabove.</p> <p>g. ACRE / e-auction service provider shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes.</p>

	<p>h. The bidders are required to submit acceptance of the terms & conditions and modalities of e-Auction adopted by the service provider, before participating in the e- Auction as provided in the Details and Declaration form.</p> <p>i. The bid once submitted by the bidder, cannot be cancelled/withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned herein will result in forfeiture of the amount paid by the defaulting bidder.</p> <p>j. Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.</p> <p>k. The Authorised Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.</p> <p>l. The bid submitted without the EMD shall be summarily rejected. The Secured Assets shall not be sold below the Reserve Price.</p> <p>m. The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.</p> <p>n. The EMD of the unsuccessful bidder will be refunded to their respective A/c numbers shared with ACRE within seven (7) working days after conclusion of the e-auction. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any) on the EMD amount.</p> <p>o. The Authorised Officer is not bound to accept the highest offer and the Authorised officer has absolute right to accept or reject any or all offer(s) or adjourn / postpone / cancel the e- Auction/ modify any terms and conditions of the sale without prior notice and/or without assigning any reason thereof. The sale is subject to confirmation by ACRE. ACRE's decision will be final & binding on all the bidders.</p> <p>p. The e-auction sale of Secured Assets is on "as is where is basis", "as is what is basis", "whatever there is basis" & "no recourse basis" for and on behalf of the Secured Creditor viz. ACRE.</p> <p>q. 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.</p> <p>r. The Secured Assets are being sold free from charges and encumbrances of Secured Creditor only.</p> <p>s. ACRE or the Authorised Officer of ACRE will not be held responsible for any charge, lien, encumbrance or any dues to the Government or anybody in respect of the Secured Assets. The Authorised Officer does not take any responsibility for procuring any permission, etc. or for the dues of any authority established by law.</p> <p>t. In case of forfeiture of the amount deposited by the defaulting bidder, he shall neither have claim on the Secured Asset nor on any part of the sum for which it may be subsequently sold.</p> <p>u. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, Registration expenses, fees etc. for transfer of the property in his/her name.</p> <p>v. The payment of all statutory / non- statutory dues, taxes, rates, assessments, charges, fees etc., owing to anybody shall be the sole responsibility of successful bidder only.</p> <p>w. In case of any dispute arises as to the validity of the bid (s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorised Officer shall be final. In such an eventuality, ACRE shall in its sole discretion be entitled to call off the sale and put the secured asset for sale once again on any date and at such time as may be decided by ACRE. For any kind of dispute, bidders are required to contact the concerned Authorised officer of ACRE only.</p> <p>x. The sale certificate shall be issued after receipt of entire sale consideration and confirmation of sale by ACRE. The sale certificate shall be issued in the name of the</p>
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	<p>successful bidder or its affiliates as per the details provided by the successful bidder in its Bid Documents. No request for change of name in the sale certificate other than the person who submitted the bid / participated in the e-Auction will be entertained.</p> <p>y. The intending bidders should make their own independent inquiries regarding the encumbrance, demarcation, boundaries, title of property, statutory dues & to inspect & satisfy themselves. ACRE will not be responsible for any encumbrances and dues on the property which comes to the knowledge of ACRE after the auction date.</p> <p>z. A bidder shall be deemed to have full knowledge of the relevant documents, Secured Asset etc. whether he/she inspects or visits or not.</p> <p>aa. The details shown above are as per the record available with the secured creditor, the auction bidder should satisfy himself about the actual measuring and position of the Assets. The actual measuring and position of the property may differ and the authorized officer will not be held responsible for that.</p> <p>bb. The successful bidder is also liable to pay GST, Tax Deducted at Source (TDS) and Property Tax (if applicable) as per prevailing law.</p> <p>cc. <i>For any grievance you may contact Mr. Mohd Shariq Malik, Grievance Redressal Officer, Phone No. 011-66115609, Email: complaint@acreindia.in. The detailed policy on Grievance Redressal Mechanism within the organisation can be accessed at https://www.acreindia.in/compliance</i></p>
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Dated: 21.10.2024
Place: Delhi NCR

Sd/-
Authorised Officer
Assets Care and Reconstruction
Enterprise Limited

SALE NOTICE

E-Auction Sale Notice for sale of Immovable Secured 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), Guarantor(s) and Security Provider(s) that the below described Immovable Property mortgaged to **Assets Care & Reconstruction Enterprise Ltd.** [CIN: U65993DL2002PLC115769] (Secured Creditor"), the possession of which has been taken by the Authorised Officer of the Secured Creditor on 21.09.2023, will be sold by way of E-Auction, through E-Auction Agency **M/s e-Procurement Technologies Limited (Auction Tiger)** on 07.11.2024 from 2:00 PM to 4:00 PM with unlimited extension of 5 minutes each, if the bid is made before the close of E-Auction, on "**As is where is**", "**As is what is**", "**Whatever there is**" and "**No Recourse**" basis, for recovery **Rs. 111,12,60,156/-** (Rupees One Hundred Eleven Crore Twelve Lakhs Sixty Thousand One Hundred Fifty Six Only) as on **08.03.2022** along with further interest w.e.f. **09.03.2022 @13% p.a** till payment with cost and charges, due to the Secured Creditor from **Sheena Textiles Ltd.**

Name of Borrower, Guarantor & Mortgagor:

M/s. Sheena Textiles Limited., Mr. Manoj Kumar Chugh, Mr. Ramesh Kumar Chugh., Mr. Ram Prakash Chugh., Mr. Satish Kumar Chugh., M/s Sheena Exports., M/s Sheena Industries., Mr. Virendra Pal Shah., M/s Priya International., Mr. Chetan Das., Mr. Diwan Chand Chugh., M/s HRS Fibres Ltd., M/s Sheena Overseas Pvt. Ltd.

The Reserve Price for the Immovable property will be **Rs. 4,53,25,000/-** (Rupees Four Crores Fifty Three Lakhs Twenty Five Thousand only)

Date / Time of site inspection and Authorised Officer:

25.10.2024 from 11 am to 3 pm for the intending purchaser / bidder

Contract Persons: Mr. R.R. Mahapatra (9910612974 / 9654460006)

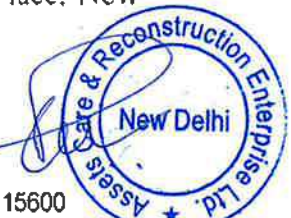
Date & Time of e-Auction

07.11.2024, Online / from **02:00 p.m. to 04:00 p.m.** with auto extension of 05 minutes each

Last Date and Time for submission of request letter of participation, KYC Documents, PAN Card, Proof of EMO etc. On or before **06.11.2024 up to 04:00 p.m.** to the Authorised Officer either thorough e-mail to rr.mahapatra@acreindia.in or to the following address: **Assets Care and Reconstruction Enterprise Limited**, 14th Floor, Eros Corporate Tower, Nehru Place, New Delhi, 110019.

ASSETS CARE & RECONSTRUCTION ENTERPRISE LTD.

Registered Office : 14th Floor, Eros Corporate Tower, Nehru Place, New Delhi-110019 Tel.: 011-66115600
Corporate Office : Unit No. 502, C Wing, One BKC, Radius Developers, Plot No. C-66, G-Block, Bandra Kurla Complex, Mumbai – 400051 Tel.: 022 68643101



The intending purchasers and bidders are required to deposit EMD amount either through NEFT / RTGS in the Account No. 901102000004794 in the name of beneficiary i.e. **Assets Care and Reconstruction Enterprise Limited**, with IDBI Bank Limited, IFSC IBKL0000901 or by way of Demand Draft drawn in favour of Assets Care and Reconstruction Enterprise Limited drawn on any Nationalized or Scheduled Bank.

DESCRIPTION OF THE IMMOVABLE PROPERTY

All that pieces & Parcel immovable property situated at All that part and parcel of Property at Khewat No. 682, Khatauni No. 819, Rectangle No. 55, Killa No. 19/2 (5-16), 22/1 (6-0), Khewat No. 309, Khatauni No. 375, Rectangle No. 55, Killa No. 22/2 (2-0) admeasuring 13 Kanal 16 Marla at Patti Afgan, Panipat (approximately 8349 Sq. Yards) at Patti Afgan, located opposite Sector 25 Part II, Panipat, (Haryana) together with all buildings and structures constructed thereon. (Built up area approximately 30400 Sq. Feet) in the name of M/s SHEENA EXPORTS. Latitude: 29.362839 Longitude: 76.988279

For detailed terms and conditions (which shall form an integral part of this Sale Notice) of the sale, please refer to the link provided on the website of the Secured Creditor i.e. www.acreindia.in; For bidding, log on to <https://sarfaesi.auctiontiger.net>

Dated: 21.10.2024
Place: Delhi


(Authorised Officer)
Assets Care and Reconstruction Enterprise Limited



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