

# KBC Global Limited

(Previously known as Karda Constructions Limited)

Registered Office : 2nd Floor, Gulmohar Status, Above Business Bank, Samarth Nagar, Nashik, MH - 422005.

Corporate Office : Saikrupa Commercial Complex, Tilak Road, Muktidham, Nashik Road, Nashik - 422 101.

Phone : 0253 - 2465436 / 2351090, Fax : 0253 - 2465436, Mail : admin@kardaconstruction.com,

Visit us : www.kardaconstruction.com, CIN No. : L45400MH2007PLC174194



Date: 06.09.2024

To,

The Listing Compliance National Stock Exchange India Limited Exchange Plaza, C-1, Block G, Bandra Kurla Complex, Bandra (E), Mumbai-400 051.	Department of Corporate Services, BSE LIMITED P.J. Towers, Dalal Street, Mumbai-400 001.
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NSE SYMBOL: KBCGLOBAL

BSE Script Code: 541161

## **Sub: Newspaper Advertisement**

Dear Sir/ Madam,


Pursuant to Regulation 30 read with Schedule III part A para A of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), please find enclosed herewith copy of Newspaper Advertisement published in the Free Press Journal (English) and the Navshakti (Marathi) on 6th September, 2024 intimating that Annual General Meeting ("AGM") of the company will be held on Monday, September 30, 2024 at 12.30 p.m. IST through Video Conferencing ("VC") / Other Audio Visual Means ("OAVM"), in accordance with the applicable circulars issued by the Ministry of Corporate Affairs and the Securities and Exchange Board of India.

**For KBC Global Limited**

**Naresh Karda**  
**Managing Director**  
**DIN: 01741279**

**Encl: As above.**





**KBC GLOBAL LIMITED**  
CIN : L45400MH2007PLC17194  
E-mail : [admin@kardaconstruction.com](mailto:admin@kardaconstruction.com)  
Reg. Office : 2nd Floor, Gulmohar Status Above Business Bank,  
Samarth Nagar, Nashik MH 422005 In  
Website : [www.kardaconstruction.com](http://www.kardaconstruction.com), Phone : 0253-2465436

**NOTICE OF ANNUAL GENERAL MEETING AND E-VOTING PROCEDURE**

NOTICE is hereby given that the 17th Annual General Meeting ("AGM") of the Members of KBC Global Limited ("Company") will be held on Monday, 30th September, 2024 at 12:30 p.m. Indian Standard Time ("IST"), through Video Conferencing/Other Audio Visual Means ("VC/OAVM"), to transact the business set out in the Notice of conveying AGM.

The Annual Report along with the Notice to AGM for FY 2023-24 has sent to the Members through e-mail on 5th September, 2024 and the same is also available on the website of the Stock Exchanges where the shares of the company are listed i.e BSE Limited ([www.bseindia.com](http://www.bseindia.com)) and National Stock Exchange of India Limited ([www.nseindia.com](http://www.nseindia.com)) and on the website of Link Intime India Private Limited ("RTA/E-voting Service provider") (<https://instavote.linkintime.co.in>). The same is also available on the website of the company at [www.kardaconstruction.com](http://www.kardaconstruction.com).

Further, in compliance with the provisions of Section 108 of the Companies Act 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 ("the Act") as amended and Regulation 44 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, the Members are provided with the facility to cast their votes on all resolutions as set forth in the Notice conveying the AGM using electronic voting system (e-voting) provided by RTA. The voting rights of Members shall be in proportion to their shares of the paid-up equity share capital of the company as on Monday, September 23, 2024 ("cut-off date").

The remote e-voting period shall commence at 9.00 a.m. IST on Thursday, September 26, 2024 and end at 5.00 p.m. IST on Sunday, September 29, 2024. During this period, the members may cast their vote electronically. The voting through remote e-voting shall not be allowed beyond 05.00 p.m. IST on Sunday, September 29, 2024. Those members who shall be present in the AGM and had not cast their votes on the resolutions through remote e-voting, shall be eligible to vote through e-voting during the AGM.

The members who have cast their votes by remote e-voting prior to the AGM may also attend/participate in the AGM but shall not be entitled to cast their votes again.

Once the vote on a resolution(s) is cast by the member, the member shall not be allowed to change it subsequently.

Members of the company holding shares as on the cut-off date i.e. Monday, September 23, 2024 may cast their votes.

Any person become a member of the company after dispatch of the Notice of the AGM and holding shares as on the cut-off date may cast their votes by following the instruction and process of e-voting / remote e-voting as provided in the Notice of the AGM.

In case Member(s) have not registered their e-mail address, they may temporary registered by mailing details at [admin@kardaconstruction.com](mailto:admin@kardaconstruction.com).

In case Member(s) have not registered their e-mail address, they may follow the following instructions.

a) Members holding shares in the Physical mode are requested to send an email to [admin@kardaconstruction.com](mailto:admin@kardaconstruction.com) along with necessary details like folio number Name of Member(s) and self attested scanned copy of PAN Card or Aadhar Card for registering their email address.

b) Members holding shares in Demat mode are requested to contact their respective Depository participant for registering the email addresses.

For details related to remote evoting, please refer to the notice of the AGM. If you have any queries or issues regarding attending AGM & e-Voting from the RTA e-Voting System, you can write an email to [evoting@linkintime.co.in](mailto:evoting@linkintime.co.in) or contact at Tel : 022-4918 6000.

Book Closure will be September 23, 2024 to September 30, 2024.

**For KBC Global Limited**

**Sd/-**

**Mayura Marathe**  
(Company Secretary)

**Place : Nashik**  
**Date : 05/09/2024**

**FORM NO. NCIT. 3A**  
**Notice of Interlocutory Application**  
(See rule 35)  
**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,**  
**MUMBAI BENCH**  
**INTERLOCUTORY APPLICATION NO. 1321 OF 2021**  
**IN**  
**COMPANY PETITION (B) NO. 4716 OF 2018**

**MR. RAJESH KUMAR MITTAL**  
(IBB/PA-002/IP-NO0083/2017-18/10224)  
204/A, Navvyoti Darshan CHS, Near Purnima Talkies, Murbad Road, Kalyan (West),  
Maharashtra, 421301  
..... Applicant / Resolution Professional  
Versus

**1. KUSHAL RAMESHCHANDRA PATEL AND LEGAL HEIRS OF LATE SHRI RAMESHCHANDRA PATEL**  
Flat No. 104, Sonal Apartment, near Saraswati English School, Panchpakhandi, Naupada, Thane 400602

**2. MOUSAM RAMESHCHANDRA PATEL AND LEGAL HEIRS OF LATE SHRI RAMESHCHANDRA PATEL**  
Flat No. 104, Sonal Apartment, near Saraswati English School, Panchpakhandi, Naupada, Thane 400602.

**3. IYPE KURIAN VARKEY VENGAL**  
Flat No. 701, 7th Floor, Maruti Tower, Plot No. 35, Sector II, CBD Belapur, Navi Mumbai 400614.

**4. M/S NEVITA PHARMA ENGINEERS**  
Aakash Tower, D-704, Sri-Prastha Complex, Near Fun Fiesta Cinema, Nallasopara (West), Dist. Thane-401203.

**5. PHARMA PACKAGES COMPANY**  
Office No. 8 Vishal Industrial Estate, Opp. CEAT Tyres, Village Road, Bhandup [West], Mumbai-400078.

**6. LEADER HEALTHCARE INDIA**  
30, Highway Ashirwad CHS, Ramchandra Nagar No. 2, Near Nitin Company, Thane – 400064.

**7. M/S RAMSON CORPORATION C/o Kushal Rameshchandra Patel**  
3, Sundep Apartment, Basto Pali Road, Cheral, Thane (W) 400602

**8. M/S GURUKRUPA TRADERS: Address Not Traceable**  
**C/o KUSHAL RAMESHCHANDRA PATEL**  
Flat No. 104, Sonal Apartment, near Saraswati English School, Panchpakhandi, Naupada, Thane 400602.

**9. M/S SUNSAI CORPORATION**  
C2, Plot No. 128, Majiwade Shree Co Op Housing Society Limited, Swami Vivekanand Nagar, Near Vasand Vihar, Pokhran Road No. 2, Thane West.

**10. M/S SUNIL ENTERPRISES**  
Plot No. 21, Survey no. 82, B/H Power house, Additional Industrial Area, Ambad Village, Nashik 422010.

**11. SAIRAKHTE ENTERPRISES**  
103, Dimple Corner, Pradeepi CHS, Plot no. 53 Sector 8A, Airoli, Near Mumbai-400708.

**12. SABNUL ENTERPRISES: Address Not Traceable**  
**C/o KUSHAL RAMESHCHANDRA PATEL**  
Flat No. 104, Sonal Apartment, near Saraswati English School, Panchpakhandi, Naupada, Thane 400602.

**13. SATISH FABRICATION**  
Plot No. B-134, Malegaon, M.I.D.C., Sinar, Dist Nashik.

**14. KALPANA RAILKAR, Proprietor,**  
Railkar and Associates, Chartered Accountants A/307-308, Ekata Apartments, Daji Ramchandra Road, Charai, Thane - 400601.

**15. MR. M.C. BHISE, Bhise & Associates, Chartered Accountants,**  
C-156, Amargyan Ind. Estate, Opp. ST workshop, Khopat, Thane - 400601.

**16. M/S MECH ENGINEERS,**  
Gala No. 125, Plot No. 69, SSI CHS, Flatted Estate Limited, MIDC, Satpur Nashik, 422007  
..... Respondents

**IN THE MATTER OF**  
**Phoenix Arc Pvt. Ltd.**  
Versus  
**Genrx Pharmaceuticals Pvt. Ltd**  
..... Corporate Debtor

An Interlocutory Application No. 1321 of 2021 under Section 45 (1), 43(1) r/w 44 (1), 50(1), 66(1), 49(2) of Insolvency and Bankruptcy Code, 2016 read with Section 60(5) of the Insolvency and Bankruptcy Code, 2016 seeking appropriate directions against the Respondents herein in light of Avoidance Transactions entered into by them with the Corporate Debtor.

The captioned Interlocutory Application is fixed for hearing before the Mumbai Bench, of the National Company Law Tribunal on: 14.10.2024. Take notice that the Respondent Nos. 3,4,6,7,8,9,10,11,12 and 16, as captioned above are directed to be present before the Hon'ble Tribunal, Mumbai Bench vide order dated 24.06.2024. Any respondent's desirous of supporting or opposing the said Interlocutory Application should send to the Applicant advocate, notice of his intention, signed by him or his advocate, with his name and address, so as to reach the Applicant advocate not later than two days before the date fixed for the hearing of the Interlocutory Application. Where he seeks to oppose the Interlocutory Application, the grounds of the opposition or a copy of his affidavit shall be furnished with such a copy. A copy of the Interlocutory Application will be furnished by the undersigned to any respondent/s requiring the same.

Dated: 6th September, 2024  
Sd/-  
G. Aniruth Purushotham  
Advocate for the Applicant  
Office No.1202, 12th Floor, B wing, Dalamal Towers, Free Press Journal Marg, Nariman Point, Mumbai – 400021  
[aniruth@lex-legal.in](mailto:aniruth@lex-legal.in)

**PUBLIC NOTICE**

NOTICE is hereby given to the General Public that I, Mr. Mandar Suresh Bhagwat., Intending to sell my property described herein below to the prospective purchaser. In this respect I have already lodged a police complaint on 24.08.2024 before the Wakad Police Station at Pimpri Chinchwad at Pune, Maharashtra.

**DESCRIPTION OF THE PROPERTY :-**

Unit No. 114 admeasuring 43.49 sq.mtrs. built up area on 1st floor in the societies building known as KOHINOOR INDUSTRIAL PREMISES CO-OP. SOC. LTD., constructed on a piece of land bearing CTS No. 67, S. No. 20, H. No. 7 (part), S. No. 7(P), S. No. 8 (Part), S. No. 20, Hissa No. 13 situated at Village Dindoshi, Taluka Borivali, Mumbai

It is further notified that the following Original Documents pertaining to above referred property is misplaced/not available/not traceable, after making due diligence :-

Sr. No.	Name of Documents
1	Original Deed of Transfer dated 20.03.2002 between M/s. Nisha Conductors and Mr. Chetan H. Mapara
2	Original Confirmation Deed dated 11.01.2005 between M/s. Nisha Conductors and Mr. Chetan H Mapara alongwith Original Registration Receipt dated 11.01.2005 issued by SRO at Borivali 4
3	Original Agreement dated 20.01.1997 between Mrs. Malti S Bangersa of M/s. A B Engineering Works and M/s. Nisha Conductors
4	Original Confirmation Deed dated 11.01.2005 by M/s. Nisha Conductors alongwith Original Registration Receipt dated 11.01.2005 issued by SRO at Borivali-4
5	Original Agreement dated 09.04.1996 between Mrs. Sudha V Agarwal and M/s. A B Engineering Works
6	Original Agreement dated 01.10.1984 between Mrs. F N Dawoodani and Mrs. Sudha V Agarwal
7	Original Agreement dated 04.05.1978 between M/s. Aradhana Construction Company Private Ltd., and Mrs. F N Dawoodani

If any person / persons or institutions claim to have any charge, encumbrance, right, interest or entitlement of whatsoever nature over the said property or any part thereof, they should make known the same in writing along with supporting document and evidence thereof to **M/s Bejal and Co., Advocates and Notary having their Office at 102, 1st floor, Bldg No. 28, Harsh Vihar, Sector 1, Shanti Nagar, Mira Road (E), Thane-401107; within 14 days** from the date of publication of this notice, failing which I shall proceed with the sale transaction without reference to any such claim, right, interest, charge, encumbrance or any other right or entitlement of whatsoever nature of anyone.

**Place :- Mumbai**  
**Date :- 06.09.2024**

**Mr. Mandar Suresh Bhagwat**

**ASREC**  
(India) Limited

Bldg. No. 2, Unit No. 201-202A & 200-202B, Gr. Floor, Solitaire Corporate Park, Andheri Ghatkopar Link Road, Chakala, Andheri (East), Mumbai-400 093.

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

(Under Rule 8(6) read with Rule 9 (1) 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) M/s Yande Caterers Proprietor Mr. Sujit Dattatray Yande, Joint Borrower Mr. Dattatray D Yande and Guarantor Mr. Shivdas Kunjuni Nair** 2) **M/s. Global Trend Inc., Partnership Firm Partners Mr. Shivdas Kunjuni Nair and Mr. Siddharth Shivdas Nair, Joint Borrower Mrs. Hemalatha V Nair, Mrs. Vimala U Menon, Mr P. Unnikumar Menon, Mr Dattatray.D.Yande and Guarantors Mr Dinesh Yadav & Mr Sujit D Yande (Borrowers)** by virtue of Deed of Assignment Agreement dated 25.03.2021, executed with original lender Bharat Co-operative Bank (Mumbai) Ltd (herein after referred to as "Assignor Bank"), whereby ASREC (India) Ltd., in its capacity as trustee of ASREC PS-12/2020-21 Trust, has acquired the financial assets of aforesaid borrowers from Bharat Co-operative Bank (Mumbai) Ltd with all rights, title and interest together with underlying security interest under Section 5 of the SARFAESI Act, 2002. The Authorized Officer of Bharat Co-operative Bank (Mumbai) Ltd (Assignor Bank) 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 04.07.2018 (u/s 13(2) of the said act calling upon the borrowers 1) **M/s Yande Caterers Prop. Mr. Sujit Dattatray Yande, 2) M/s. Global Trend Inc.** and its **Joint Borrower Joint Co-Borrowers/Partners/Surety/Guarantors** in their capacity for repayment of total outstanding amount aggregating to **Rs. 32,53,599/- (Rupees Thirty Two Lakhs Fifty Three Thousand Five Hundred Ninety Nine Only)** 2) **M/s. Global Trend Inc. and its Joint Co-Borrowers/Partners/Surety** in their capacity for repayment of total outstanding amount aggregating to **Rs. 1,04,65,417/- (Rupees One Crore Four Lakhs Sixty-Five Thousand Four Hundred Seventeen Only)** with further interest thereon in respect of the above borrowers granted by the Bharat Co-operative Bank (Mumbai) Ltd to **1) M/s Yande Caterers Prop. Mr. Sujit Dattatray Yande, 2) M/s. Global Trend Inc.** within the stipulated period of 60 days. The said Demand Notice dated 04.07.2018 under Sec. 13 (2) of the said Act served upon you and in exercise of the powers conferred under Section 13(4) read with Enforcement of Securities (Interest) Rules, 2002, the Authorised Officer of Bharat Co-operative Bank (Mumbai) Ltd. took symbolic possession of the properties more particularly described in Schedule here on 08.09.2023.

As the abovementioned Borrower / Joint Co-Borrowers/ Partners/Surety have failed to repay the entire outstanding amount as per said demand notice within the stipulated period of sixty days, the Authorised Officer of ASREC (India) Ltd. took physical possession of the properties more particularly described in Schedule here on 08.09.2023 as per CMM order, Mumbai dated 12.10.2022 and the same was published on 15.09.2023 in Free Press Journal (English) and Navshakti (Marathi)

Since the entire dues have not been cleared, Notice is hereby given to the public in general and Borrower(s), Joint Co-Borrower(s) and Guarantors/Surety in particular that the Authorised Officer hereby intends to sell the below mentioned secured properties 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 Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. The undersigned hereby informs the lenders/borrowers in relation to the purchase of the secured properties. The properties shall be sold strictly on "AS IS WHERE IS", "AS IS WHAT IS", "AS IS Whatever Condition" and "NO RECOURSE" basis.

Lot No	Description of the Secured Assets	Reserve Price (Rs. in Lakh)	E.M.D. (Rs. in Lakh)	Bid Increment (In Rs.)
1	Flat No. 408 (admeasuring 660 Sq. Ft. BUA.), 4th Floor, "Gagans" Colony co-ops Ltd., constructed on Land bearing S. No. 50 (Part), C.T.S No 297 (Part), Village Valnai, Taluka Borivili, Mith Chowki, Opp Uncle Kitchen, Junction of Marve & Linking Road, Malad (West), Mumbai-400064 owned by Dattatray Dattatray Yande (Mortgage in the Loan Account Of M/s. Yande Caterers and M/s Global Trend Inc.)	128.00	13.00	1,00,000/-

**TERMS & CONDITIONS:-**

**1-THE E-AUCTION WILL BE HELD ON 25.09.2024 BETWEEN 10.00 A.M TO 12.00 P.M WITH UNLIMITED AUTO TIME EXTENSION OF 5 MINUTES EACH, TILL THE SALE IS COMPLETED.**

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.bankauctions.com> (web portal of C1 INDIA PRIVATE LIMITED). E-auction will be conducted by the service provider and the user ID and 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 be 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.Auction will be held for the entire property as stated above on "AS IS WHERE IS", "AS IS WHAT IS", "AS IS Whatever Condition" and "NO RECOURSE" basis. 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 submitted through email to [Vikasnadae@asrecindia.in](mailto:Vikasnadae@asrecindia.in), in Last date for Submission of Bid Form is 24.09.2024 upto 4.00 P.M. 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. 099020110001517, with Bank of India, SBI, Andheri Branch, Name of the Account/ Name of the Beneficiary: of ASREC PS-12/2020-21 TRUST, IFSC Code: BKID 000009 90.

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 successful bidder 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 Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & Security Interest (Enforcement) Rule 2002.

11.The interested bidders can inspect the properties on 18.09.2024 from 11.00 AM to 4.00 PM. Contact Details: Contact Details: Mr. Vikas Kanade - Cell No. 9324237224, 022 – 69314508, Mr. N S Deora - Cell No.9619304284, 022 – 69314516, Mr. Vikas Anand – 9870882898, 022-69314510 Mr. Jagdish Shah – 7021428336, 022-6137042 may be contacted for any query

12.The Authorized Officer reserves absolute right to accept or reject any or all offers and/or modify any terms/conditions without assigning any reasons therefor.

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. All out goings, i.e. Municipality/Local Rates, Water Taxes/dues, Maintenance Society Charges, Electricity, Gas Connection Charges or any other Over dues in respect of the said Property shall be paid by the successful bidder/purchaser.

14.The highest bid will be subject to approval of the secured creditor. In the event the auction scheduled hereinabove fails for any reason whatsoever, ASREC has the right to sell the secured asset under the authority given by the Government of India by way of Private Treaty or under the provision of Rule 8(6) of the Security Interest (Enforcement) Rules and the SARFAESI Act, 2002.

15.THIS NOTICE SERVES AS 15 (Fifteen) DAYS NOTICE TO THE BORROWERS & JOINT/CO-BORROWERS/GUARANTORS FOR SALE OF SECURED PROPERTIES UNDER RULES 8(6) & 9(1) OF SARFAESI ACT AND SECURITY INTEREST (ENFORCEMENT) RULES ON THE ABOVE-MENTIONED DATE IF THEIR OUTSTANDING DUES ARE NOT PAID IN FULL.

**Date: 06.09.2024**  
**Place: Uthnasagar**

**Sd/-**

**Vikas Kanade**  
Authorized Officer,  
ASREC (India) Ltd.

**DONEAR INDUSTRIES LIMITED**  
CIN : L99999MH1987PLC042076  
Registered Office: Donear House, 8th Floor, Plot No. A - 50, Road No. 1, MIDC, Andheri (East), Mumbai - 400 093.  
Tel No : +91 22 6834 8100 Fax No : +91 22 6834 8313  
E-mail: [investor@donear.com](mailto:investor@donear.com) Website: [www.donear.com](http://www.donear.com)

**NOTICE OF THE 38<sup>th</sup> ANNUAL GENERAL MEETING AND E-VOTING INFORMATION**

NOTICE is hereby given that the 38<sup>th</sup> Annual General Meeting ("AGM") of Donear Industries Limited ("the Company") will be held on Friday, September 27, 2024 at 11:00 a.m. (IST) through video-conferencing ("VC") other audio-visual means ("OAVM"), to transact the businesses, as set out in the Notice of the AGM. The Company has sent AGM Notice along with the Annual Report of the Company for FY 2023-24 on Thursday, September 5, 2024, only through electronic mode, to those members whose email-ids have been registered with the Company/ Depositories as on the cut-off date i.e. Friday, August 30, 2024, in compliance with the Circulars/ guidelines issued by Ministry of Corporate Affairs and Securities and Exchange Board of India. The aforesaid documents are also available on the Company's website [www.donear.com/investor](http://www.donear.com/investor), websites of the Stock Exchanges i.e. [www.nseindia.com](http://www.nseindia.com) and [www.bseindia.com](http://www.bseindia.com) and website of the e-voting service provider i.e. National Securities Depository Limited ("NSDL") at <https://www.evoting.nsdl.com/>.

The remote e-voting period shall commence on Monday, September 23, 2024 (09:00 A.M. IST) and ends on Thursday, September 26, 2024 (5:00 P.M. IST). The remote e-voting module shall be disabled by NSDL, thereafter. The voting rights of the members shall be in proportion to the equity shares held by them as on the cut-off date for e-voting. Members can cast their votes on the businesses set out in the AGM Notice, either through remote e-voting facility made available on the above dates, or through e-voting facility made available at the AGM.

Members who have already cast their votes through remote e-voting shall not be entitled to cast their votes at the AGM. Any person/ entity, who have not registered their email id in the Company's records and holds equity shares as of the cut-off date for e-voting i.e. Friday, September 20, 2024 may obtain their Login Id and password for e-voting by following the instructions given in the AGM Notice or by sending an email to [evoting@nsdl.co.in](mailto:evoting@nsdl.co.in). However, if a person/ entity is already registered with NSDL for remote e-voting then they can use their existing User Id and password for casting their votes.

In case of any enquiry/ guidance/ grievances, in respect of remote e-voting and attending the AGM through electronic means, please refer to the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of [www.evoting.nsdl.com](http://www.evoting.nsdl.com), or call at +91 22 4886 7000 and +91 22 2499 7000 or send a request to [evoting@nsdl.co.in](mailto:evoting@nsdl.co.in).

The Board at its meeting held on Wednesday, May 29, 2024, has recommended a final dividend of ₹0.20/- per equity share of face value of ₹2/- each for FY 2023-24, subject to approval of the members at the 38<sup>th</sup> AGM of the Company.

The Register of Members and Share Transfer Books of the Company will remain closed from Saturday, September 21, 2024 to Friday, September 27, 2024 (both days inclusive), inter-alia, for the purpose of payment of dividend for the Financial Year ended March 31, 2024. Members are requested to refer Company's communication in relation to TDS on dividend payment and related forms/declarations thereto which is also hosted on the Company's website at [www.donear.com/investor](http://www.donear.com/investor).

**For Donear Industries Limited**

**Sd/-**

**Rajendra Agarwal**  
Managing Director  
DIN: 00227233

**Date: September 05, 2024**  
**Place: Mumbai**

**IN THE CITY CIVIL COURT FOR GREATER MUMBAI**  
**65TH ADDITIONAL SESSIONS JUDGE**  
**SUIT NO.3785 OF 2024**  
**(Formerly Suit No.205/2020, Bombay High Court)**  
**Pradip Jayantilal Shah & Anr ...Plaintiff**  
Versus  
**M/s Navkar Infra Projects through Mr. Mukesh Nensi Gala & Ors. ...Defendants**  
**PUBLIC NOTICE**

To,

Hansraj Bhanushali and Laxmi Hansraj Bhanushali

Defendant No.4 and 5

Whereas the Plaintiff has instituted the above Suit against you, the Defendant No.4 for declaration as set out in the Pleint here in; whereof the following is a concise statement, viz:-

(a) This Hon'ble Court be pleased to an order and decree for a declaration that the Plaintiffs herein are the absolute owners of and are fully possessed of all right, title and interest in the suit flat described below more particularly at Exhibit: A hereto

(b) This Hon'ble Court be pleased to an order and decree directing Defendant No.1, its agents, servants, executors, assignees or any other person claiming through or under Defendant No.1, to specifically perform the terms and obligations under the agreement dated June 09, 2015, at Exhibit: B hereto

(c) This Hon'ble Court be pleased to pass an order and decree directing Defendant No.1 and Defendant Nos.4 and 5, their agents, servants, executors, assignees or any other person claiming through or under Defendant Nos.1, 4 and 5 to put the Plaintiffs in quiet, vacant and peaceful possession of the Suit flat as described in the schedule at Exhibit: A hereto

(d) This Hon'ble Court be pleased to pass an order and decree declaring that that the Impugned agreement at Exhibit: E dated June 20, 2019, is illegal unlawful, null, void ab initio and not binding on the Plaintiffs herein;

(e) This Hon'ble Court be pleased to pass an order and decree permanently restraining and injunction Defendant Nos.1, 4 and 5 and their agents, servants, executors, assignees or any other person claiming through or under Defendant Nos.1, 4 and 5 from directly or indirectly selling, transferring, alienating, creating third party rights, licensing, mortgaging, creating lien or charge or any encumbrance on, or dealing with the suit flat;

(f) This Hon'ble Court be pleased to pass an order and decree permanently restraining Defendant No.1, either by itself or through Gala, or its employees, agents, assigns, representatives from parting with the possession or granting the possessions of the suit flat more particularly described at Exhibit: A hereto to Defendant Nos.4 and 5;

(g) This Hon'ble Court be pleased to pass an order and decree directing Defendant No.1 to pay a sum of Rs.17,47,524/- (Rupees Seventeen Lakhs Forty Seven Thousand Five Hundred Twenty Four only) including interest at the rate of 1.5% compounded monthly to the Plaintiffs being the amount in arrears towards rent from June, 2017; along with such further interest as this Hon'ble Court may deem fit till the date of realization;

(h) This Hon'ble Court be pleased to pass an order and decree directing Defendant No.1 to lodge the agreement dated June 09, 2015 at Exhibit: B hereto executed in favour of Plaintiffs for registration, and the appropriate representatives from parting with any third-party right, title, claim, interest, lien, charge, encumbrance, or dealing with all such acts as are necessary towards effective conveyance and registration of the agreement dated June 09, 2015 with the relevant and appropriate registering authorities;

(i) This Hon'ble Court be pleased to pass an order and decree directing Defendant No.1, through Mr. Mukesh Gala to pay a sum of Rs.1,00,00,000/- (Rupees One Crore only) as and by way of damages for material agony and harassment and for willful breach of the agreement dated June 09, 2015;

(j) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order of temporary injunction restraining Defendant Nos.1, 4 and 5 and their agents, servants, executors, assignees or any other person claiming through or under Defendant Nos.1, 4 and 5 from in any manner directly or indirectly selling, transferring, alienating, creating third party rights, encumbering, creating, lien, charge or mortgage, licensing, and/or dealing with the suit flat described in the schedule at Exhibit: A hereto in any manner whatsoever;

(k) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order restraining Defendant No.1 either through Gala or through its employees, agents, assigns, employees or representatives from parting with possession or granting the possession of the suit flat as described at Exhibit: A hereto to Defendant Nos.4 and 5;

(l) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to restrain and injunct Defendant No.1 either by itself or through Gala or through its employees, agents, assigns, employees or representatives from parting with any third-party right, title, claim, interest, lien, charge, encumbrance, or dealing with all such acts as are necessary towards effective conveyance and registration of the agreement dated June 09, 2015 with the relevant and appropriate registering authorities;

(m) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to direct Defendant No.1 to disclose on affidavit the details and particulars of flat/ units in the proposed new building on the project plot to any or the tenants of the erstwhile building, so also to disclose on affidavit details and particulars of any flats / units in the proposed new building sold, transferred, conveyed, licensed or leased to any third-parties including but not limited to the details of the agreements, instruments, documents executed with any such third-parties and the monies received and yet to be received by Defendant No.1 towards sale consideration from such third-parties;

(n) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order directing Defendant No.1 to deposit the sale consideration paid by Defendant No.4 to Defendant No.1 under the impugned agreement dated June 20, 2019, at Exhibit: E hereto, being a sum of Rs.65,00,000/- (Rupees Sixty-Five Lacs only);

(o) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order directing Defendant Nos.1 & 4 to deposit the original impugned agreement dated June 20, 2019, at Exhibit: E hereto;

(p) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order staying the effect and implementation of the Impugned agreement dated June 20, 2019;

(q) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order directing Defendant No.1 to deposit a sum of a sum of Rs.17,47,524/- (Rupees Seventeen Lakhs Forty Seven Thousand Five Hundred Twenty Four only) including interest at the rate of 1.5% monthly to the Plaintiffs being the amount in arrears towards rent from June, 2017 from the date when each instalment became due till the date of filing the present suit in this Hon'ble Court;

(r) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order directing and injuncting Defendant Nos.2 and 3 from in any manner processing or acting upon file bearing No.CH/E/ES/0987/N/337 (NEW) being the file number for the project out put before Defendant Nos.2 and 3 or acting upon any proposals / applications made by Defendant No.1 under said file;

(s) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order directing and restraining Mukesh Gala, proprietor or Defendant No.1 from travelling out of India;

(t) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order directing Shri, Mukesh Gala, proprietor of Defendant No. 1, and his family members to deposit their passports in original in the Hon'ble Court;

(u) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order directing Defendant No.1 to furnish a statement by way of affidavit disclosing the details and particulars of all flats in the project sold/conveyed to any third parties or to the members of the general public between January 01, 2017 till date of filing the suit;

(v) Pending the hearing and final disposal of the present suit, this Hon'ble Court be pleased to pass an order directing Defendant No.1, Mr. Mukesh Gala and his family members to disclose on affidavit their bank statements of the last financial years and further disclose all their assets before this Hon'ble Court;

(w) For interm and as-interim reliefs in terms of prayers clauses (j) & (v) hereinabove;

(x) For costs;

(y) For such other and further reliefs as the nature and circumstances of the case may require.

A copy of the above captioned Suit was sent to you for your reference, but the same was received back unserved due to remark "Left". The captioned Suit has been kept for hearing before the 65th Additional Sessions Judge, City Civil and Sessions Court for Greater Mumbai on 10th Day of October 2024. You are hereby requested to file in this Court an Appearance in person or Vakalatnama and a Written Statement of your defense and serve copy of the Written Statement to the Plaintiffs on or before 10th Day of October 2024.

At Mumbai,  
Dated this 6th Day of September 2024.

**KHEMKAS ASSOCIATES**

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Mumbai - 400 021  
Phone: +91 992001 03701  
Email: [info@khemkassassociates.com](mailto:info@khemkassassociates.com)

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

**Sd/-**  
**Twinkle Khemka**  
Advocates for the Plaintiffs



