

## Annexure – I



### Phoenix ARC Private Limited

**Regd. Office:** Dani Corporate Park, 5<sup>th</sup> Floor, 158, C.S.T Road, Kalina, Santacruz (E),  
Mumbai – 400 098, Tel : 022- 67412314, Fax : 022- 67412313  
CIN: U67190MH2007PTC168303; Email: [info@phoenixarc.co.in](mailto:info@phoenixarc.co.in)  
Website: [www.phoenixarc.co.in](http://www.phoenixarc.co.in) (<http://phoenixarc.co.in/saleauction.php?id=MzM3>)

### ONLINE E- AUCTION SALE OF ASSETS

In exercise of the powers under the **Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short referred to as SARFAESI Act) and Security Interest (Enforcement) Rules, 2002 (in short referred to as RULES)** and pursuant to the possession of the secured assets of the borrower mentioned hereunder vested with the Authorised Officer under the said SARFAESI Act and RULES for recovery of the secured debts, the Authorised Officer has decided to sell the secured asset by auction sale.

Notice is hereby given to the public in general and to the borrower and guarantors in particular, that the under mentioned properties mortgaged to Phoenix ARC Private Limited acting in capacity as Trustee of Phoenix Trust FY 17-6 (Phoenix) (pursuant to assignment of debt by South Indian Bank in favour of Phoenix vide Assignment Agreement dated 30.12.2016) will be sold on **“AS IS WHERE IS” basis & “AS IS WHAT IS” condition**, by way of **“online e-auction”** for recovery of dues and further interest, charges and costs etc. as detailed below in terms of the provisions of SARFAESI Act read with **Rules 6, 7, 8 & 9 of Security Interest (Enforcement) Rules, 2002** through website <https://www.bankeauctions.com>.

<b>Name of the Borrower</b>	M/s. Ajay Vijay & Co. (Represented by its Authorised Partners): Mr. Vijay Kumar Agarwal Mr. Desh Bhushan Singhal Mr. Ashwini Singhal
<b>Name of the Personal Guarantors</b>	Vijay Kumar Agarwal Desh Bhushan Singhal Ashwin Singhal Sushila Deshbhushan Singhal Neha Agarwal Ashok Goyal Ghanshyam. R Kadamwala Kiran Ajay Singhal Anjali Ashwin Singhal Mohinidevi Agarwal
<b>Amount due</b>	Rs.36,15,64,477/- (Rupees Thirty-Six Crores Fifteen Lakhs Sixty-Four Thousand Four Hundred Seventy-Seven Only) as on 03.02.2016 with further interest from 01.02.2016 till the date of repayment of dues in full together with incidental expenses, costs and charges as per the Demand Notice dated 04.02.2016 and corrigendum dated 01.04.2016 to the demand notice dated issued under section 13(2) of the SARFAESI Act, 2002.
<b>Possession taken under SARFAESI Act, 2002 for Item I, Item II and Item III</b>	Possession taken on 23.08.2016 by South Indian Bank and subsequently by the undersigned on behalf of Phoenix Trust FY 17-6 on 13.01.2017.
<b>Date and Time of Inspection</b>	Item No. I (Ritz Square) – 11.01.2019 (Friday) – 11.30 a.m. to 12.00 p.m. Item No. II & III (Ashirwad Residency) – 11.01.2019 (Friday) – 1.00 p.m. to 2.00 p.m.
<b>Date of submission of Bid (E- Auction)</b>	14.01.2019 (Monday) before 4.30 pm
<b>Earnest Money Deposit</b>	EMD Amount to be deposited by way of RTGS Favouring “PHOENIX TRUST FY17-6”, Current Account: 0112602543; CRN No. 201973263; Kotak Mahindra Bank Limited, Branch: Kalina, Mumbai, IFSC Code: KKBK0000631.  <b>Item I:</b> EMD amount: Rs. 88,75,300.80/- (Rupees Eighty-Eight Lakhs Seventy-Five Thousand Three Hundred and Paise Eighty Only)  <b>Item II:</b> EMD amount: Rs. 1,68,544.80/- (Rupees One Lakh Sixty-Eight Thousand Five Hundred Forty-Four and Paise Eighty Only)  <b>Item III:</b> EMD amount: Rs. 2,89,500.50/- (Rupees Two Lakhs Eighty-Nine Thousand Five Hundred and Paise Fifty Only)
<b>Reserve Price</b>	<b>Item I:</b> Rs.8,87,53,008/- (Rupees Eight Crores Eighty-Seven Lakhs Fifty-Three Thousand and

	<b>Eight Only) – Ritz Square</b>
	<b><u>Item II:</u> Rs.16,85,448/- (Rupees Sixteen Lakhs Eighty-Five Thousand Four Hundred Forty-Eight Only) - <u>A-303</u></b>
	<b><u>Item III:</u> Rs.28,95,005/- (Rupees Twenty-Eight Lakhs Ninety-Five Thousand And Five Only) - <u>A-301</u></b>
<b>Bid Increment</b>	<b><u>For Item I:</u> Rs.50,000/- (Rupees Fifty Thousand Only)</b> <b><u>For Item II:</u> Rs.20,000/- (Rupees Twenty Thousand Only)</b> <b><u>For Item III:</u> Rs.20,000/- (Rupees Twenty Thousand Only)</b>
<b>Date of E- Auction</b>	<b>15.01.2019 (Tuesday) between 11.00 a.m. to 12.00 noon</b>
<b>Mode of E- Auction</b>	<b>Online – e auction</b>
<b>Description of the Secured Asset being auctioned</b>	<b><u>Item I - Ritz Square</u></b> Show Room No 1 and 2 admeasuring 2575 and 3232 sq. feet (Super Built up area) on the ground floor making a total of 5807 sq. feet and 1347 sq. feet and 5272 sq. feet (Super Built up area) on the Mezzanine Floor making a total of 6619 sq. feet along with undivided proportionate share in the land with all rights bearing City Survey Nondh No 2400/A, TP Scheme No 5, Final Plot No 291/A, Sub Plot No 4 as Ritz Square, Near Indoor Stadium, Village Athwa and District Surat.  <b><u>Item II– Ashirwad Complex - Flat No. 303</u></b> Residential Flat No 303 admeasuring 850 sq. feet built up area on third floor of “ <b>ASHIRVAD COMPLEX</b> ” together with undivided proportionate share in land bearing Revenue Survey No 71/2 Final Plot No 80 Sub Plot No 11/B and 12/C TP Scheme No 4 in Village, Umra Taluk, Choryasi District Surat more fully described in Sale Deed bearing No.36 dated 02.01.2009 of SRO Surat.  <b><u>Item III - Ashirwad Complex – Flat No. 301</u></b> Residential Flat No 301 admeasuring 1460 sq.feet of built up area on third floor of “ <b>ASHIRVAD COMPLEX</b> ” together with undivided proportionate share in land bearing Revenue Survey No 71/2 Final Plot No 80 Sub Plot No 11/B and 12/C TP Scheme No 4 in village, Umra- South Taluk, Choryasi District Surat more fully described in Sale Deed bearing No.8044 dated 28.05.1999 of SRO Surat.

#### **Terms and Conditions of E- Auction**

1. The auction sale is being conducted by the Authorised Officer under the provisions of SARFAESI Act with the aid and through e-auction mode. Auction/Bidding shall be only through “Online Electronic Mode” through the website <https://www.bankeauctions.com>. M/s C1 India Private Limited is the service provider to arrange platform for e-auction.
2. The Auction is conducted as per the **further Terms and Conditions of the Bid document** and as per the procedure set out therein. Bidders may go through the website of Phoenix, <http://phoenixarc.co.in/saleauction.php?id=MzM3> and website of the service provider, [www.bankeauctions.com](http://www.bankeauctions.com) for bid documents, the details of the secured asset put up for auction / obtaining the bid form.
3. The bidders may participate in the e-auction quoting/bidding from their own offices/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised Officer/Phoenix/service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
4. For details, help, procedure and online training on e-auction, prospective bidders may contact **Mr. Hareesh Gowda of M/s C 1 India Private Limited, Contact Number: 91-124-4302020/2021/2022/2023/2024, 91-9594597555/07291981124/25/26, email id: support@bankeauctions.com**
5. The e-auction will be conducted on the date and time mentioned herein above, when the secured assets mentioned above will be sold on “**as is where is**” basis & “**as is what it is**” condition.
6. All the intending purchasers/bidders are required to register their name in the portal mentioned above as <https://www.bankeauctions.com> and get user ID and password free of cost to participate in the e-auction on the date and time aforesaid.
7. For participating in the e-auction, intending purchasers/bidders will have to submit the details of payment of refundable Earnest Money Deposit of 10% of the reserve price of the secured asset along with copies of the PANCARD, Board Resolutions in case of company and Address Proof on or before **14.01.2019 (Monday)**. **Intending purchasers/bidders are required to submit separate EMDs for each of the Items detailed herein above.**
8. The successful purchaser/bidder shall deposit the 25% (inclusive of EMD) of his/her/its offer for each Item by way of RTGS to the account mentioned herein above on or before 18:30 hours on **16.01.2019 (Wednesday)** i.e. next day of auction, which deposit will have to be confirmed by Phoenix, failing which the sale will be deemed to have been failed and the EMD of the said successful bidder shall be forfeited.
9. The EMD of all other bidders who did not succeed in the e- auction will be refunded by Phoenix within 48 hours of the closure of the e-auction. The EMD will not carry any interest.
10. The balance amount of purchase consideration shall be payable by the successful purchaser/bidder **on or before the fifteenth day** from the date of confirmation of sale of the said secured asset by the Authorised Officer/Secured Creditor or such extended period as may be agreed upon in writing by the Authorised Officer at his/her discretion. In case of default, all amounts deposited till then shall be liable to be forfeited.
11. For inspection of property or more information, the prospective bidders may contact Amit Masekar/Ajit Kewin, at abovementioned address or at [amit.masekar@phoenixarc.co.in](mailto:amit.masekar@phoenixarc.co.in) / [ajit.kewin@phoenixarc.co.in](mailto:ajit.kewin@phoenixarc.co.in) (email) or on 09769497286 / 09619866780(Mob).

12. It shall be the sole responsibility of the intending bidders to inspect, verify and satisfy themselves about the secured asset encumbrances, title of property put on auction and claims/rights/dues affecting the secured assets, including the statutory dues and specifications before submitting the bid.
13. The particulars specified in the auction notice published in the newspapers have been stated to the best of the information of the undersigned; however, undersigned shall not be responsible / liable for any error, misstatement or omission.
14. At any stage of the auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or post-pone the auction without assigning any reason thereof and without any prior notice.
15. In the event, the auction scheduled hereinabove fails for any reason whatsoever, Phoenix has the right to sell the secured asset by any methods under the provisions of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 and SARFAESI Act, 2002.
16. The successful purchaser/bidder shall bear any statutory dues, taxes, fees payable, stamp duty, registration fees, etc. that is required to be paid in order to get the property conveyed/delivered in his/her/its favour as per the applicable law.
17. The payment of all statutory/non-statutory dues, taxes, rates, assessments, charges, fees etc. owing to anybody shall be the sole responsibility of the successful bidder only.
18. The successful purchaser/bidder shall be solely responsible for any cost / expenses / fees / charges etc. payable to the authorities towards the transfer of the rights in its / his / her favour.
19. The borrower/guarantors/owners/mortgagors, who are liable for the said outstanding dues, shall treat this Sale Notice as a notice under Rule 8 (6) of the Security Interest (Enforcement) Rules, about the holding of above-mentioned auction sale.

Place : Surat  
Date : 27.12.2018

Sd/-  
Authorised Officer  
**Phoenix ARC Private Limited, Phoenix Trust FY 17-6**



**Phoenix ARC Private Limited**

**Regd. Office:** Dani Corporate Park, 5<sup>th</sup> Floor, 158, C.S.T Road, Kalina, Santacruz (E),  
Mumbai – 400 098, Tel : 022- 67412314, Fax : 022- 67412313  
CIN: U67190MH2007PTC168303; Email: [info@phoenixarc.co.in](mailto:info@phoenixarc.co.in)  
Website: [www.phoenixarc.co.in](http://www.phoenixarc.co.in) (<http://www.phoenixarc.co.in/saleauction.php?id=MzM3>)

**TENDER DOCUMENT FOR E AUCTION**

Whereas Phoenix ARC Private Limited (“**Phoenix**”) acting through its Authorised Officer, in exercise of its powers under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI ACT, 2002) has decided to sell through **e-Auction** the secured asset mentioned in **ANNEXURE - I** for realization of the secured debts due to Phoenix amounting to Rs.36,15,64,477/- (Rupees Thirty-Six Crores Fifteen Lakhs Sixty-Four Thousand Four Hundred Seventy-Seven Only) as on 03.02.2016 with further interest from 01.02.2016 till the date of repayment of dues in full together with incidental expenses, costs and charges as per the Demand Notice dated 04.02.2016 and corrigendum dated 01.04.2016 to the demand notice dated issued under section 13(2) of the SARFAESI Act, 2002 due and payable by the borrower i.e., **M/s. Ajay Vijay & Co.** and the Guarantors under SARFAESI Act, 2002. The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following further conditions:

<b>Auctioneer Name</b>	<b>Phoenix ARC Private Limited</b> Phoenix Trust FY 17-6 Dani Corporate Park, 5 <sup>th</sup> Floor, 158, C.S.T Road, Kalina, Santacruz (E), Mumbai - 400 098
<b>Auction held with the aid by</b>	<b>M/s. C1 India Pvt. Ltd., (“Service Provider”)</b>  Gulf Petro Chem, Building No.301,1 <sup>st</sup> Floor, Udyog Vihar Phase-2, Gurgaon (Haryana)-122015  Help Line No: 0124-4302020/21/22/23/24  Help Line e-mail ID: <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a>
<b>Auction Schedule</b>	<b>Date of Auction:- As per Sale Notice (Mentioned in Annexure -I)</b>  <b>Timings:- As per Sale Notice (Mentioned in Annexure -I)</b>  <b>Auction Website :- <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a></b>
<b>Annexure</b>	<ol style="list-style-type: none"><li>1) Soft Copy of Auction Notice published in newspapers (Annexure – I)</li><li>2) Terms &amp; conditions of e-Auction</li><li>3) Details of Bidder (Annexure – II)</li><li>4) Declaration by Bidder (Annexure – III)</li><li>5) Confirmation by Bidder Regarding Receipt of Training (Annexure – IV)</li><li>6) Price Confirmation Letter by H1 Bidder (Annexure – V)</li></ol>
<b>Special Instructions</b>	<b><u>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor Phoenix will be responsible for any lapses / failure on the part of the bidder, in such cases.</u></b>



## **Phoenix ARC Private Limited**

**Regd. Office:** Dani Corporate Park, 5<sup>th</sup> Floor, 158, C.S.T Road, Kalina, Santacruz (E),  
Mumbai – 400 098, Tel : 022- 67412314, Fax : 022- 67412313  
CIN: U67190MH2007PTC168303; Email: [info@phoenixarc.co.in](mailto:info@phoenixarc.co.in)  
Website: [www.phoenixarc.co.in](http://www.phoenixarc.co.in) (<http://phoenixarc.co.in/saleauction.php?id=MzM3>)

### **E-Auction bid Terms and Conditions**

1. Computerized e-Auction shall be conducted by Service Provider on behalf of Phoenix, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be the sole responsibility of bidders and neither Phoenix nor the Service Provider shall be responsible for these unforeseen circumstances. *In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.*
2. The Service Provider shall arrange to train the bidder(s), without any cost. The Service Provider shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training before start of bid process.
3. **Material for Bid:** Sale of secured assets by Phoenix under SARFAESI Act, 2002.
4. **Type of Auction:** E-Auction.
5. **Bidding Currency & Unit of Measurement:** Bidding will be conducted in Indian Rupees (INR) Only.
6. **Starting (Opening) Price / Bid Increment:** The opening price of the auction and the bid Increment value shall be as per Sale Notice and available to the bidders on their bidding screen.
7. **Bid Price:** The bidder has to quote the total price for each of the item.
8. **For other terms and conditions, please see the e-auction notice published by Phoenix**

### **Procedure of e-Auctioning**

- i. **e-Form Submission**  
All interested bidders need to fill online form available on e-Auction domain with necessary details.
- ii. **Online e-Auction:**
  - Phoenix will declare its **Opening Price (OP)**, which shall be visible to all bidders during the start of the e-Auction. Please note that the Reserve price of an item in online e-Auction is open to all the participating bidders. Any bidder can start bidding, in the online e-Auction, from the above Reserve price. Hence, the first online bid that comes in the system during the online e-Auction shall be above the auction's Reserve price, by one increment and in multiples of increment specified in the sale notice. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.
  - The "**Bid Increase Amount**" has been fixed in respect of the secured assets which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in the multiple of "**Bid Increase Amount**".
  - Online Auction shall be open for **1 hour**. If a bidder places a bid in the last 5 minutes of closing of the e-Auction and if that bid gets accepted, then the auction's duration shall automatically get extended for another 5 minutes, from the time that bid comes in. Please note that the auto-extension shall be **Unlimited** and will take place only if a valid bid comes in last 5 minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Auction, the auction shall get closed automatically without any extension. *However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.*
9. Successful Bidder shall be required to submit the final prices quoted during the e-Auction as per Annexure – V after the completion of e - Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

- During e-Auction, if no bid is received within the specified time, Phoenix at its discretion may decide to revise Opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
10. The bid once submitted, cannot be cancelled / withdrawn and the bidder shall be bound to buy the secured asset(s) at the final bid price. **The failure on part of bidder to comply with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder.**
  11. The bidders will be able to view the following on their screen along with the necessary fields in the E Auction:
    - a. Leading Bid in the Auction (H1 – Highest Rate)
    - b. Bid placed by bidder
    - c. Opening Price & Minimum Increment Value.
    - d. The bid rank of bidder in the auction.
  12. The decision regarding declaration of successful bidder shall be finalized by the Authorised Officer of Phoenix.
  13. At any stage of the auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or post-pone the auction without assigning any reason thereof and without any prior notice.
  14. Phoenix / Service Provider shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
  15. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the E-Auction.
  16. **Successful bidder:** At the end of the E-Auction, the Authorised Officer of Phoenix will evaluate all the bids submitted and thereafter declare the highest bidder in the auction sale. The decision of the Authorised Officer shall be final & binding on all the bidders.

#### **Terms & Conditions for Sale of Secured Assets:-**

The E-Auction is being held on “AS IS WHERE IS” basis and “AS IS WHAT IS” condition.

- i) To the best knowledge and information to the Authorised officer, the known encumbrance exists on the secured asset are property tax and other dues. However, the intending bidders should make their own independent enquiries regarding the other encumbrances, title of property/ies put on auction and claims/rights/dues affecting the secured assets, including the statutory dues, etc. prior to submitting their bid. The auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of Phoenix. The secured assets are being sold with all the existing and future encumbrances whether known or unknown to Phoenix. The Authorised Officer of Phoenix shall not be responsible in any way for any third-party claims/rights/dues.
- ii) It shall be the responsibility of the bidders to inspect and satisfy themselves about the secured assets and specification before submitting the bid.
- iii) The particulars specified in the auction notice published in the newspapers and annexed herein below as **ANNEXURE I**, have been stated to the best of the information of the undersigned; however, undersigned shall not be responsible / liable for any error, misstatement or omission.
- iv) The inspection of secured asset put on auction will be permitted to interested bidders at sites on the day and time mentioned in the public notice annexed as **ANNEXURE-I**.
- v) The EMD shall be payable through RTGS in the **Current Account: 0112602543; CRN No. 201973263; Kotak Mahindra Bank Limited, Kalina Branch; Name of the A/C.: PHOENIX TRUST FY17-6, IFSC Code: KKBK0000631.**  
**\*Please note that the Cheques / Demand Draft shall not be accepted as EMD amount on or before the last date mentioned in the E-Auction advertisement released in the newspaper which is annexed herewith as ANNEXURE-I and register their name at “<https://www.bankeauctions.com>” and get user ID and Password free of cost and get training on e-Auction from the Service Provider, by contacting Mr. Hareesh Gowda, Contact Number: 91-124-4302020/2021/2022/2023/2024, 91-9594597555/07291981124/25/26 and e-mail ID: [support@bankeauctions.com](mailto:support@bankeauctions.com). After deposit of EMD as mentioned in para (vi) above, the intending purchaser/ bidder is required to **get the copies of following documents uploaded** in the website **before last date of submission of the bid(s)** (as mentioned in the public auction notice published in the newspapers and copy of which is attached below as **ANNEXURE-I**) **(Kindly take note that minimum offer amount cannot be less than the reserve price mentioned in the public auction notice published in the newspapers and copy of which is attached below as ANNEXURE-I below.)****

1. Copy of the RTGS challan;
2. Copy of PAN card;
3. Board Resolution
4. Proof of identification (KYC) viz. attested copy of Voter ID Card/ Driving License/ Passport etc.
5. Copy of proof of address, without which the bid is liable to be rejected.



- vi) The E-Auction will take place through web portal "<https://www.bankeauctions.com>" on the time specified in the E- Auction notice published in the newspaper and as per **ANNEXURE-I** attached herewith.
- vii) The bid/s shall be accompanied by an Earnest Money Deposit (EMD) equal to 10% of the Reserve Price, by RTGS. **The secured assets shall not be sold below the reserve price.**
- viii) 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.**
- ix) If the dues of Phoenix together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to Phoenix are tendered by or on behalf of the borrower or guarantor/s at any time on or before the date fixed for sale, the sale of assets may be cancelled.
- x) The auction is by way of inter-se bidding amongst the bidders and the bidders shall increase the bid amount for the item in the multiple of amount mentioned against the secured assets under column "**Bid Increment Amount**" in **ANNEXURE-I**. The inter-se bidding amongst the bidders shall commence online exactly on the date & time specified in the public notice annexed as **ANNEXURE-I**.
- xi) The EMD of unsuccessful bidders will be refunded to their respective A/c No. shared in e-Auction Portal (<https://www.bankeauctions.com>) online within 48 hours of the completion of the auction. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).
- xii) The Authorised Officer of Phoenix is not bound to accept the highest offer and the Authorised Officer of Phoenix has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the auction, at any stage of auction, without assigning any reason thereof.
- xiii) The successful bidder shall deposit 25% (inclusive of EMD) of its/his offer by way of RTGS to the account mentioned in public notice annexed as ANNEXURE – I, on or before 18.30 hours on the date mentioned in the Sale Notice, which deposit will be confirmed by Phoenix, failing which the sale would be deemed to have failed, and the EMD of the said successful bidder shall be forfeited. The balance amount of the purchase consideration is payable on or before 15th day from the date of confirmation of the sale of the secured asset or such extended period as may be agreed upon in writing by the Authorised Officer at his/her discretion. In case of failure to deposit the balance amount within prescribed period, the amount deposited by the defaulting bidder shall be forfeited and the defaulting bidder shall neither have claim on the secured asset nor on any part of the sum for which may it be subsequently sold.
- xiv) The successful purchaser/bidder shall bear any statutory dues, taxes, fees payable, stamp duty, registration fees, etc. that is required to be paid in order to get the property conveyed/delivered in his/her/its favour as per the applicable law.
- xv) 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.
- xvi) 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, Authorised Officer of Phoenix shall in its sole discretion be entitled to call off the sale and put the secured assets to sale once again on any date and at such time.
- xvii) The sale certificate shall be issued on the receipt of entire sale consideration. Sale Certificate shall be issued by Authorised Officer of Phoenix in the name of the successful bidder only. Addition/deletion of name of any persons / institution shall not be possible. Compliance of all formalities and payment of the required fees as desired by the Government for transfer/delivery of the secured asset/s sold will be completely borne by the successful Bidder.

#### **Other Terms & Conditions for Sale of Secured Asset**

- The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.
- The bidder shall not divulge either his bid or any other exclusive details of Phoenix or to any other party.
- The Service Provider / Phoenix shall not have any liability to the bidders for any interruption or delay in access to the site irrespective of the cause.
- The Service Provider / Phoenix are not responsible for any damages, including damages that result from, but are not limited to negligence. The Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**Sd/-**  
**Authorised Officer**  
**Phoenix ARC Private Limited**  
**Phoenix Trust FY 17-6**



**Phoenix ARC Private Limited**

**Regd. Office:** Dani Corporate Park, 5<sup>th</sup> Floor, 158, C.S.T Road, Kalina, Santacruz (E),  
Mumbai – 400 098, Tel : 022- 67412314, Fax : 022- 67412313  
CIN: U67190MH2007PTC168303; Email: [info@phoenixarc.co.in](mailto:info@phoenixarc.co.in)  
Website: [www.phoenixarc.co.in](http://www.phoenixarc.co.in) (<http://www.phoenixarc.co.in/saleauction.php?id=MzM3>)

**N.B.: Bidder(s) will have to go through the ANNEXURES uploaded on the Web Portal  
(<https://www.bankeauctions.com>)**

**and follow the following procedures:**

- **Annexure – II:** All the Prospective Bidder(s) will have to –
  - get the printout
  - fill it up and sign
  - upload the scanned copy while submitting the bid
- **Annexure –III:** All the Prospective Bidder(s) will have to -
  - get the printout
  - fill it up and sign
  - upload the scanned copy while submitting the bid
- **Annexure – IV:** Just after receiving Training on e-Auction, Bidder(s) will have to –
  - get the printout
  - fill it up and sign
  - e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in Sale Notice) with a copy to [support@bankeauctions.com](mailto:support@bankeauctions.com)
- **Annexure – V:** Just after the completion of e-Bidding Process, the H1 Bidder will have to –
  - get the printout
  - fill it up and sign
  - e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in the Sale Notice) with a copy to [support@bankeauctions.com](mailto:support@bankeauctions.com)



**ANNEXURE-II**  
**DETAILS OF BIDDER**

*(Read carefully the terms and conditions of sale before filling-up and submitting the bid)*

1. Name(s) of Bidder (in Capital) :  
(In case the bidder is an entity, constitution of such entity and representative capacity supported with authorization to be submitted)
2. Father's/Husband's Name :
3. Postal Address of Bidder(s) :
4. Phone/Cell Number and :  
E-mail ID :
5. Bank Account details to which EMD amount to be returned  
i) Bank A/c. No. :  
ii) IFSC Code No. :  
iii) Branch Name :
6. Date of submission of bid :
7. PAN Number :
8. Property Item No. :
9. Whether EMD remitted : Yes/No.
10. EMD remittance details\* : Date of remittance \_\_\_\_\_  
: Name of Bank \_\_\_\_\_  
: Branch \_\_\_\_\_  
: A/c. No. \_\_\_\_\_  
: IFSC Code No. \_\_\_\_\_
12. Bid Amount quoted : \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

I/We declare that I/We have read and understood all the above terms and conditions of auction sale and the auction notice published in the daily newspaper and the tender document which are also available in the website <https://www.bankeauctions.com> and shall abide by them. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole successful-bidder.

.....  
(Name & Signature of the Bidder)

**\*Mandatory: Bidders are advised to preserve the EMD Remittance Challan.**

**Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website <https://www.bankeauctions.com> during the time of submission of the bid.**

**ANNEXURE-III**  
**DECLARATION BY BIDDER (S)**

**To:**  
**The Authorised Officer,**  
**Phoenix ARC Private Limited**  
**Trustee of Phoenix Trust FY 17-6,**  
**Mumbai – 400 098.**

**Date:**

**Dear Sir,**

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 Electronic Auction being fully aware that the Sale is on **“AS IS WHERE IS” basis & “AS IS WHAT IS” condition.**
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 Authorised Officer and that the Authorised 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 Authorised 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 Authorised 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 Authorised Officer.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authroised 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. The EMD of all other bidders who did not succeed in the e- auction will be refunded by Phoenix within 48 hours of the closure of the e-auction. The EMD will not carry any interest. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
7. 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.

Signature:.....

Name:.....

Address:.....

E-mail id.....

**Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://www.bankeauctions.com> during the time of submission of the bid.**

**Annexure – IV**  
**Confirmation by Bidder Regarding Receipt of Training**

To,  
The Authorised Officer,  
Phoenix ARC Private Limited,  
**As the Trustee of Phoenix Trust FY 17-6 (“Phoenix”)**  
**Mumbai – 400 098.**

Sub: Confirmation regarding receipt of e- Auction Training.

Dear Sir,

This has reference to the Terms & Conditions for the e-Auction mentioned in the Tender document and available on the website <https://www.bankeauctions.com>

I/We confirm that:

- a. I/We have read and understood the Terms and Condition governing the e-Auction as mentioned in Tender Document available on the website <https://www.bankeauctions.com> and also e-Auction notice published by Phoenix ARC Private Limited in daily newspapers and unconditionally agree to them.
- b. I/We also confirm that we have taken training on the on-line bidding/auction and confirm that we are fully conversant with the functionality and process.
- c. I/We confirm that bank and **M/S. C1 India Private Limited** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- d. We, hereby confirm that we will honour the Bids placed by us during the e-Auction process.

With regards

**Signature of the Bidder:**

**Name of Bidder:**

**Date:**

**Address of Bidder:**

**Copy to:** M/S. C1 India Private Limited, Gulf Petro Chem, Building No.301,1<sup>st</sup> Floor, Udyog Vihar Phase-2, Gurgaon(Haryana)-122015, Help Line No: 0124-4302000/21/22/23/24

**Note: This document is required to be duly filled in and signed by the bidder and thereafter sent the scanned copy of that to the Authorised Officer, Phoenix ARC Private Limited , acting in capacity of Trustee for Phoenix Trust FY 17-6 mentioned in the Sale Notice just after availing training on e-Auction with a copy to [support@bankeauctions.com](mailto:support@bankeauctions.com)**

**Annexure – V**

**Price Confirmation Letter by Bidder(s)**

**To,**  
**The Authorised Officer,**  
**Phoenix ARC Pvt. Ltd.,**  
**As the Trustee of Phoenix Trust FY 17-6,**  
**Mumbai – 400 098.**

Sub.: Auction Sale vide Sale Notice dated 15<sup>th</sup> December 2018 - Final bid quoted during e- Auction -  
**Sale of Property by Phoenix ARC Private Limited (Trustee of Phoenix Trust FY 17-6)**

Dear Sir,

We confirm that we have quoted the highest bid of Rs. \_\_\_\_\_/- (In Words \_\_\_\_\_) for the purchase of the Secured Asset/ property mentioned in the Sale Notice in the subject Auction during e-Auction of the said property conducted by The Authorised Officer of M/s. Phoenix ARC Private Limited, through the website of M/S C1 India Pvt. Ltd. on \_\_\_\_\_.

Yours sincerely,

**Signature:**

**Name of Bidder:**

**Date:**

**Copy to:** M/S. C1 India Private Limited, Gulf Petro Chem, Building No.301,1<sup>st</sup> Floor, Udyog Vihar Phase-2, Gurgaon (Haryana)-122015, Help Line No: 0124-4302000/21/22/23/24

**Note: This document is required to be duly filled in and signed by the H1 bidder and thereafter e-mail scanned letter to the Authorised Officer, Phoenix ARC Private Limited mentioned in the Sale Notice & copy to [support@bankeauctions.com](mailto:support@bankeauctions.com), immediately on completion of the bidding.**