#### **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 Rs. 17,92,10,223/- (Rupees Seventeen Crore Ninety Two Lakh Ten Thousand Two Hundred and Twenty Three Only) as on 15.06.2021 with future interest at contractual rates together with penal interest, liquidated damages, incidental expenses, cost, charges, expenses etc. as applicable until payment/realization in respect of Financial facilities availed as per the Demand Notice dated 29.06.2021 issued under section 13(2) of the SARFAESI Act, 2002 due and payable by the borrowers/ guarantors i.e. Golden Apple Resort & Spa LLP, Mr. Pankaj Dutt and Ms. Kiran Dutt under the 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:

	Phoenix ARC Private Limited		
Auctioneer Name	3 <sup>rd</sup> Floor, Wallace Towers (earlier known as Shiv		
Additioned Name	Building), 139/140/B/1, Crossing of Sahar Road and		
	Western Express Highway, Vile Parle East, Mumbai,		
	Maharashtra - 400057.		
	M/s. C1 India Pvt. Ltd., ("Service Provider")		
	Gulf Petro Chem, Building No.301,1st Floor, Udyog Vihar		
Auction held with the aid by			
,	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>		
	Date of Auction:- As per Sale Notice (Mentioned in		
	Annexure – I)		
Auction Schedule			
	Timings:- As per Sale Notice (Mentioned in Annexure – I)		
	Auction Website :- https://www.bankeauctions.com		
	Terms & conditions of e-Auction		
	2) Soft Copy of Auction Notice published in		
Annexure	newspapers (Annexure – I)		
	3) List of KYC Documents for bidder to be submitted		
	(Annexure – IA)		
	4) Details of Bidder (Annexure – II)		
	5) Declaration by Bidder (Annexure – III)		
	6) Declaration by Bidder PART 2 (Annexure IV)		
	7) Declaration by Third party Contributor /Depositor		
	(Annexure V)		
	8) Confirmation by Bidder Regarding Receipt of		
	Training (Annexure – VI)		
	9) Price Confirmation Letter by H1 Bidder (Annexure – VII)		
	Bidding in the last minutes and seconds should be		
	avoided in the bidders own interest. Neither the Service		
Special Instructions			
•	Provider nor Phoenix will be responsible for any lapses /		
	failure on the part of the bidder, in such cases.		

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

Computerized e-Auction shall be conducted by Service Provider on behalf of Phoenix, on prespecified 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.
- Material for Bid: Sale of secured assets by Phoenix under SARFAESI Act, 2002. 3
- 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 must quote the total price.
- 8. For other terms and conditions, please see the e-auction notice published by Phoenix **Procedure of e-Auctioning**

#### e-Form Submission

All interested bidders need to fill online form available on e-Auction domain with necessary details.

#### 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. In case of a sole bidder, the said bidder has to mandatorily increase one bid over and above the reserve price.
- 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.
- Successful Bidder shall be required to submit the final prices quoted during the e-Auction as per 9. 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 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**

- i) The E-Auction is being held on "As Is Where Is, As Is Whatever There Is and Without Recourse Basis" condition.
- ii) The intending bidders should make their own independent enquiries regarding the 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.
- iii) It shall be the responsibility of the bidders to inspect and satisfy themselves about the secured assets and specification before submitting the bid.
- iv) 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.
- v) 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**.
- vi) The EMD shall be payable through **Demand Draft favouring "Phoenix Trust FY 22-15" or in case of RTGS/NEFT as per details mentioned below:**

Bank account name	PHOENIX TRUST FY 22-15
<b>Current Account number</b>	3746150893
Bank name	Kotak Mahindra Bank Limited
Branch	Kalina
City	Mumbai
IFSC Code	KKBK0000631

The intending bidders/purchasers are required to register "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. Bhavik Pandya of M/s C 1 India Private Limited, Contact Number: +91-124-4302020/2021/2022/2023/2024, +91-8866682937 /07291981124/25/26, Email ID: 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.
- vii) The E-Auction will take place through web portal "<a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>" on the time specified in the E- Auction notice published in the newspaper and as per <a href="ANNEXURE-I">ANNEXURE-I</a> attached herewith.
- viii) The bid shall be accompanied by an Earnest Money Deposit (EMD) equal to 10 % of the Reserve Price, by Demand Draft/RTGS/NEFT. The secured assets shall not be sold below the reserve price.
- ix) 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.

- x) 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.
- xi) The auction is by way of inter-se bidding amongst the bidders and the bidders shall increase the bid amount in the multiple of amount mentioned for 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.
- xii) The EMD of unsuccessful bidders will be refunded to their respective A/c No. shared in e-Auction Portal (<a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>) online within 72 working 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).
- xiii) 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.
- xiv) The successful bidder shall deposit 25 % (inclusive of EMD) of its/his offer by way of RTGS / NEFT to the account mentioned in public notice annexed as ANNEXURE I, on or before the closure of banking hours on the date mentioned in the Sale Notice but not later than the next working day as the case may be, 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.
- xv) The successful purchaser/bidder shall bear any statutory dues, GST, 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.
- xvi) 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.
- xvii) The successful purchaser/bidder shall be solely responsible for any cost / expenses /fees / charges / transfer charges etc. payable to any authority towards the transfer of the rights in its / his / her favour.
- xviii) 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.
- xix) 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 and/or his/her/its nominee 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 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 22-15

# 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 I A: All the Prospective Bidder(s)/ Buyers will have to
  - Submit KYC documents as mentioned therein
  - Scan and get the copies of said documents uploaded in the website while submitting the bid (s).
- Annexure II: All the Prospective Bidder(s) will have to -
  - get the printout
  - fill it up, sign and stamp
  - upload the scanned copy while submitting the bid
- Annexure -III: All the Prospective Bidder(s) will have to -
  - get the printout
  - fill it up, sign and stamp
  - upload the scanned copy while submitting the bid
- Annexure -IV: All the Prospective Bidder(s) will have to -
  - get the printout
  - fill it up, sign and stamp
  - upload the scanned copy while submitting the bid
- Annexure V: All the Prospective Third party Contributor/ Depositor (s) will have to
  - get the printout
  - fill it up, sign and stamp
  - upload the scanned copy while submitting the bid
- Annexure VI: Just after receiving Training on e-Auction, Bidder(s) will have to
  - get the printout
  - fill it up, sign and stamp
  - e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in Sale Notice) with a copy to <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a>
- Annexure VII: Just after the completion of e-Bidding Process, the H1 Bidder will have to
  - get the printout
  - fill it up, sign and stamp
  - e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in the Sale Notice) with a copy to <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a>

### Annexure-I

### ONLINE E - AUCTION SALE OF ASSETS



## **Phoenix ARC Private Limited**

**Regd. Office**: 3<sup>rd</sup> Floor, Wallace Towers (earlier known as Shiv Building), 139/140/B/1, Crossing of Sahar

Road and Western Express Highway, Vile Parle East, Mumbai, Maharashtra - 400057.

Tel:022- 6849 2450, Fax:022- 6741 2313 CIN: U67190MH2007PTC168303

Email: info@phoenixarc.co.in Website: www.phoenixarc.co.in

In exercise of the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) read with Rules 8 & 9 of Security Interest (Enforcement) Rules, 2002 (RULES) and pursuant to the possession of the secured asset of the borrower/guarantors/mortgagors 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 e-auction sale.

Notice is hereby given to the public in general and to the borrower/guarantors/mortgagors in particular, that the under mentioned property mortgaged to Phoenix ARC Private Limited acting in its capacity as Trustee of Phoenix Trust-FY 22-15 (Phoenix) (pursuant to assignment of debt by Tourism Finance Corporation of India Limited, in favour of Phoenix vide the Assignment Agreement dated 31.03.2022 will be sold on "AS IS WHERE IS, AS IS WHATEVER THERE IS AND WITHOUT RECOURSE BASIS" condition, by way of "online e-auction" for recovery of outstanding dues and further interest, charges and costs etc. as detailed below in terms of the provisions of SARFAESI Act read with Rules 8 & 9 of Security Interest (Enforcement) Rules, 2002) through website <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> as per the details given below:

Tamere and the state of the sta			
Name of Borrower		Golden Apple Resort & Spa LLP	
		Kanya Road, Simsa, Near Kartikeshwar Temple,	
		Manali, Kullu, Himachal Pradesh – 175131	
	Name of Co-Obligants/Guarantors   Mr. Pankaj Dutt and Ms. Kiran Dutt		
/Mortgagors/ Partners			

Amount due as per SARFAESI Notice dated 29.06.2021: Rs. 17,92,10,223/- (Rupees Seventeen Crore Ninety Two Lakh Ten Thousand Two Hundred and Twenty Three Only) as on 15.06.2021 with future interest at the contractual rate on the aforesaid amount together with incidental expenses, costs, charges etc.

## **Description of Property:**

All the pieces and parcels of lands admeasuring 3193 Sq. Mts. (0.79 acres) comprised in and/or forming part of Khasra Nos. 36, 37, 38, 57/1 and 58, Kanyal Road, Tehsil Manali, District Kullu, Himachal Pradesh, together with all buildings, structures, erections etc. constructed and/or to be constructed thereon both present and future and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof,

All that pieces and parcels of freehold land comprised in and forming part of (i) Khata/ Khatouni No. 190/234 Khasra No. 22 & 26 admeasuring 00-24-73 hectare to the extent of his 463/2473 share i.e 00-04-63 hectare and Khata/ Khatouni No. 190/234 Khasra No. 35 admeasuring 00-03-57 hectare to the extent of his 137/357 share i.e 00-01-37 hectare altogether admeasuring 00-06-00 hectare or 600 sq. mt. being lying and situated at Muhal Simsa Phati Nasogi, Kothi Manali Tehsil Manali, Registration District Manali Kullu, within the jurisdiction of Sub-Registrar of Assurances Manali, in the State of Himachal Pradesh together with all buildings, structures, erections etc., constructed and/ or to be constructed thereon, both present and future, and all the developments attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/ installed or to be erected/ installed thereon and every part thereof, and

All improvements, both present and future, (save and except book debts) whether installed or not and whether now lying loose or in cases or which are now lying or stores in or about or shall hereafter from time to time during the continuance of the security of these presents be brought into or upon or be stored or be in or about the Borrower's Hotel sites/ places/ premises/ buildings/ godowns/ wherever the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or on delivery, howsoever and wheresoever in the possession of the Borrower and either by way of substitution or additions.

Possession details	Phoenix ARC has taken Physical possession of the abovementioned property as per provisions of SARFAESI Act, 2002 on 24.11.2022	
Date and Time of Inspection of Property	Will be arranged on request	
Reserve Price	Rs. 15,75,00,000/- (Rupees Fifteen Crores Seventy Five Lakhs only)	
Earnest Money Deposit	Rs. 1,57,50,000/- (Rupees One Crore Fifty Seven Lakhs Fifty Thousand Only)	

EMD Remittance Details: Demand Draft favouring "Phoenix Trust FY 22-15" or in case of RTGS/NEFT as per details			
mentioned below:			
Bank account name PHOENIX TRUST FY 22-15			
Current Account number	3746150893		

Bank name	Kotak Mahindra Bank Limited	
Branch	Kalina	
City	Mumbai	
IFSC Code	KKBK0000631	
Incremental Value	Rs. 10,00,000/- (Rupees Ten Lakhs Only) & in suc	h multiples
Last date for submission of EMD 23.01.2025 (Thursday) before 6 pm		
Date & Time of E-Auction24.01.2025 (Friday) between 11:00 am to 12:00 noon.		oon.
Pending Litigations DRT-I, Delhi Original Application no. 787/2021.		
/Encumbrances known to Phoenix   High Court of Himachal Pradesh-COMS No.1/2021 (OMP No. 41/2		1 (OMP No. 41/2021)
Link for Tender documents of the property: https://phoenixarc.co.in?p=2965&preview=true		

### **Terms & Conditions:**

- 1. The Auction Sale is being conducted by the Authorised Officer under the provisions of SARFAESI Act with the aid and through e-auction. Auction/ Bidding shall be only through "Online Electronic Mode" through the website <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>, M/s. C1 India Private Limited is the service provider to arrange platform for e-auction.
- 2. The Auction is conducted as per the Terms and Conditions of the Bid Document and as per the procedure set out therein. For detailed terms and conditions of the sale the bidders may go through the website of Phoenix, <a href="https://www.phoenixarc.co.in">www.phoenixarc.co.in</a> and the link mentioned herein above as well as the website of the service provider, <a href="https://www.bankeauctions.com">www.bankeauctions.com</a> for bid documents, the details of the secured assets 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.
- For details, help, procedure and online training on e-auction, prospective bidders may contact Mr. Bhavik Pandya of M/s C 1 India Private Limited, Contact Number: +91-124-4302020/2021/2022/2023/2024, +91-8866682937 /07291981124/25/26, Email ID: <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a>
- 5. Bidders may also go through the website of Phoenix, <u>www.phoenixarc.co.in</u> for verifying the details of the secured asset put up for auction/ obtaining the bid form.
- 6. The e-auction will be conducted on the date and time mentioned herein above, when the secured asset mentioned above will be sold on "AS IS WHERE IS, AS IS WHATEVER THERE IS AND WITHOUT RECOURSE BASIS" condition.
- 7. All the intending purchasers/ bidders are required to register their name in the portal mentioned above as <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> and get user ID and password free of cost to participate in the e-auction on the date and time as mentioned aforesaid.
- 8. 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 either by way of RTGS/NEFT/Demand draft in the format mentioned in Annexure II of the bid documents along with copies of the PANCARD, Board Resolutions in case of Company and Address Proof on or before the Last date for submission of EMD. In case the bidder wishes to submit the EMD in the form of demand draft then the same has to be credited to the bank account of Phoenix Trust-FY 22-15 at least 2 working days prior to the last date for submissions of EMD.
- 9. The prospective/intending bidder shall furnish an undertaking that he/she is not dis-qualified as per provisions of Sec.29 (A) of Insolvency and Bankruptcy Code,2016 and failure to furnish such undertaking along with the KYC documents, shall automatically disqualify or he/she bid will be rejected.
- 10. Upon the successful purchaser/ bidder being identified, the said successful purchaser/bidder shall deposit the 25% (inclusive of EMD) of his/ its offer by way of RTGS/NEFT to the account mentioned hereinabove on the same date of auction mentioned above but not later than closure of banking hours of the next working day which deposit shall have to be confirmed by Phoenix, failing which the sale will be deemed to have been failed and the EMD of the said successful purchaser/ bidder shall be forfeited.
- 11. The EMD of all other bidders who did not succeed in the e-auction will be refunded by Phoenix within 72 hours of working days from the closure of e-auction. The EMD shall not carry any interest.
- 12. The balance amount of purchase consideration shall be payable by the successful purchaser/ bidder on or before the fifteenth (15) day of confirmation of sale of the said secured asset or such extended period as may be agreed upon in writing. In case of default, all amounts deposited till then shall be liable to be forfeited.
- 13. No additions / deletions / Amendment of names of the bidders shall be permitted after acceptance of the bid. Name of the Bidder(s) submitted at the time of registration shall only be considered for this purpose.
- 14. For inspection of the property or more information, the prospective bidders may contact Mr. Mahesh Malunjkar/ Ms. Priyanka Pol, at abovementioned address or <a href="mailto:mahesh.m@phoenixarc.co.in">mahesh.m@phoenixarc.co.in</a> / <a href="mailto:priyanka.pol@phoenixarc.co.in">priyanka.pol@phoenixarc.co.in</a> (email) or on 09920381684/8976809854(mobile).
- 15. At any stage of the auction, the Authorized officer reserves his right to vary any of the terms and condition of this notice for sale, without prior notice, at his discretion and 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.
- 16. The successful purchaser/bidder shall bear any statutory dues, taxes, fees payable, applicable GST on the purchase consideration, stamp duty, registration fees, etc. that is required to be paid in order to get the secured asset 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, society dues, fees etc. owing to the property during any time, shall also be the sole responsibility of the successful bidder only.
- 18. It shall solely be the responsibility of the successful bidder to get the sale certificate registered. The successful purchaser/bidder shall be solely responsible for any cost / expenses / fees / charges etc. payable to the society/any other authority towards the transfer of the rights in its / his / her favour. The sale certificate must be registered at the earliest as per state Law/Rules regarding transfer else the purchaser has to give the request letter to the secured creditor mentioning the reason of delaying the registration.
- 19. It is the responsibility of the successful bidder to obtain the NOC from the relevant authorities concerned as required for Registry of the sale including the payment of fee, taxes as applicable. All charges on account of obtaining necessary clearances or approvals, charges (including but not limited to society charges, NOC Charges, electricity, water, society charges, maintenances charges and charges required for transfer of the said property in favor of the successful bidder) should be undertaken by the successful bidder at its own cost, effort and liabilities.
- 20. The Immovable Properties/Property described e-auction sale Notice shall remain and be at the sole risk of the successful purchaser in all respects including loss or damage by fire or theft or other accidents, and other risk from the date of the confirmation of the Sale by the undersigned Authorized Officer. The successful bidder shall not be entitled to annul the sale on any ground of whatsoever nature.
- 21. The Borrower/ / Mortgagor /Guarantors, who are liable for the said outstanding dues, shall treat this Sale Notice as a notice under Rule 8 & 9 of the Security Interest (Enforcement) Rules, about the holding of the above-mentioned auction sale. The borrowers/mortgagor are also hereby informed that they must take delivery of their personal house-hold belongings/articles lying inside the said secured asset under the custody of Phoenix, if any within 7 days from the date of publication, with prior intimation to Phoenix failing which the Phoenix shall have no liability/responsibility to the same and will dispose of at the risk of borrowers/ mortgagor.
- 22. To the best of knowledge and information of the authorized officer, there are no encumbrances on the secured asset, except, if any, mentioned in table above. The intending bidders should make their own independent enquiries regarding encumbrances, title of secured asset put on auction and claims/rights/dues affecting the secured assets, including statutory dues, etc prior to submitting their bid. The auction advertisement does not constitute and will not constitute any commitment or any representation of Phoenix. The authorized officer of Phoenix shall not be responsible in any way for any third-party claims/rights/due. No claim of whatsoever nature will be entertained after submission of the online bid regarding secured asset put for sale.
- 23. The particulars specified in the auction notice published in the newspaper have been stated to the best of the information/knowledge of the undersigned; however, undersigned shall not be responsible/liable for any error, misstatement or omission.
- 24. In the event, the auction scheduled hereinabove fails for any reason whatsoever, Phoenix has the right to sell the secured asset by any other methods under the provisions of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 and SARFAESI Act, 2002.

Place: Manali, Himachal Pradesh

Date : 03.01.2025

Sd/-Authorised Officer Phoenix ARC Private Limited (Trustee of Phoenix Trust FY 22-15)

# <u>Annexure - I A</u>

# KYC Documents for bidder to be submitted as per the below mentioned list:

# **For Individuals**

Designants			
	Documents		
Proof of identity	one copy of any one of the following:		
	<ul> <li>PAN card</li> <li>Passport</li> <li>Driving License</li> <li>Aadhaar Card</li> <li>Voter's Identity Card</li> <li>Job Card issued by NREGA duly signed by an officer of State Government</li> <li>Letter issued by the National Population Register Certificate or permission from regulator for investment/remittance in India.</li> </ul>		
Proof of address	One copy of any one of the following containing addresses (if address not		
	<ul> <li>One copy of any one of the following containing addresses (if address not mentioned in identity proof):</li> <li>Utility bill which is not more than two months old of any service provider (electricity, telephone, postpaid mobile phone, piped gas, water bill)</li> <li>Aadhar Card</li> <li>Property or Municipal Tax receipt</li> <li>Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.</li> <li>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.</li> </ul>		
Proof of address (Foreign National)	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.		

# For Non-Individuals

	Documents
Auction Bidders, Promoter/Guarantors	<ul> <li>Certificate of Incorporation / Registration Certificate (if applicable)</li> </ul>
offering settlement, buyers under private treaty sale.	<ul> <li>Memorandum &amp; Articles of Association / Partnership Deed / Trust Deed</li> <li>PAN Card</li> <li>A resolution from the Board of Directors or Board of Trustee/authority letter granted to transact on its behalf.</li> <li>Obtaining and verification of Official Valid Document (OVD) of officers &amp; employees holding authority to transact on its behalf.</li> <li>OVD of ultimate Beneficial Owner</li> </ul>

# ANNEXURE-II DETAILS OF BIDDER

1.	(Read carefully the terms and co Name(s) of Bidder (in Capital)	onditions of sale before filling-up and submitting the bi :	d)
	(In case the bidder is an entity, const	itution	
	of such entity and representative ca	•	
	supported with authorization t submitted)	co be	
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	
	·		
			)
notice <u>https:</u>	published in the daily newspaper ar //www.bankeauctions.com and shall al	cood all the above terms and conditions of auction sale and the tender document which are also available bide by them. I/We also undertake to improve my/ou	in the website
ıncren	nental value notified in the sale notice if	We am/are the sole successful-bidder.	
		(Name & Signature of the Bidder)	

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

# ANNEXURE-III DECLARATION BY BIDDER (S)- PART 1

To:	Date:
The Authorised Officer,	
Phoenix ARC Private Limited	
Trustee of PHOENIX TRUST FY 22- 15 ("Phoenix"),	

Mumbai - 400 098.

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, AS IS WHATEVER THERE IS AND WITHOUT RECOURSE BASIS" 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 Authorised 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 72 working 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.
- 8. The Bidder hereby undertakes that he/she/it are not disqualified as per provisions of Section 29(A) of Insolvency and Bankruptcy Code, 2016.

Signature:
Name:
Address:
F-mail id

## **Annexure IV Declaration from Bidder / Buyer** PART 2

То:			Date:
The Authorised Officer	,		
Phoenix ARC Private Li	mited		
Trustee of PHOENIX TR	RUST FY 22- 15 ("Phoenix")	L	
Mumbai – 400 098			
Dear Sir/Madam,			
Subject: Payment unde	er auction dated	/ private trea	aty sale
Ref: Deposit of Rs	made by me on	/	being highest bidder buyer for auction of
	held on	_ vide cash/chequ	e/DD/RTGS/NEFT no
I / We hereby declare:			
I have particip	ated in the bidding process	of	
(property deta			ide letter dated/ I am buying
• The source of	the amount being paid by r	me is	
			ched) / I do not have a PAN hence I am attaching
herewith Form	n 60 along with KYC docum	ents.	
(Strike out wh	ichever is not applicable)		
• Lam raspansih	la for daclaring the same in	n my Incomo tay r	oturn

- I am responsible for declaring the same in my Income tax return.
- I am not politically exposed person
- I have not violated any provision of Foreign Exchange Management Act
- I have not received notice from Directorate of Enforcement.
- I do not have any account in the name of individuals / entities (buyers of secured assets / vendors /security receipt investors) appearing in the lists of individuals and entities, suspected of having terrorist links, which are approved by and periodically circulated by the United Nations Security Council (UNSC).
  - The details of the two lists are as under:
- The "ISIL (Da'esh) &Al-Qaida Sanctions List", established and maintained pursuant to Security Council 0 resolutions 1267/1989/2253, which includes names of individuals and entities associated with the Al-Qaida is available at ( https://scsanctions.un.org/ohz5jen-alqaida.html )
- The "Taliban Sanctions List", established and maintained pursuant to Security Council resolution 1988 (2011), which includes names of individuals and entities associated with the Taliban is available at ( https://scsanctions.un.org/3ppp1en-taliban.htm )

## I / We hereby further declare:

- I hereby unconditionally state, submit and confirm that I am not disqualified from purchasing the immovable property owned by Mr. Pankaj Dutt and Ms. Kiran Dutt ("Mortgagors") mortgaged in favour of Phoenix ARC Private Limited (Trustee of Phoenix Trust- FY 22-15) ("Phoenix") in the loan account of Golden Apple Resort & Spa LLP ("Borrower"), pursuant to the provisions Section 29A of The Insolvency and Bankruptcy Code, 2016 ("IBC") and/or otherwise.
- 2. I hereby state, submit and declare that none of: (a) the Bidder / Buyer, being the Proposed Investor; (b) any other person acting jointly or in concert with the Bidder / Buyer:
- is an undischarged insolvent; a)
- is a willful defaulter in accordance with the guidelines of the Reserve Bank of India ("RBI") issued under the b) Banking Regulation Act, 1949 (the "BR Act");
- c) at the time of investing and subscribing to the security receipts, has an account or an account of the Borrower which is under management or control of such person(s) or of whom such person(s) is a promoter,

classified as non-performing asset in accordance with the guidelines of the RBI issued under the BR Act or the guidelines of a financial sector regulator issued under any other law for the time being in force;

- d) has been convicted for any offence punishable with imprisonment:
- (i) for 2 (two) years or more under any Act specified under the Twelfth Schedule of the IBC; or
- (ii) for 7 (seven) years or more under any law for the time being in force.
- e) is disqualified to act as a director under the Companies Act, 2013;
- f) is prohibited by the Securities and Exchange Board of India ("SEBI") from trading in securities or accessing the securities markets;
- g) has been a promoter or in the management or control of a Borrower in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place;
- h) has 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 the IBC and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- i) is subject to any disability, corresponding to abovementioned clauses (a) to (h) above, under any law in a jurisdiction outside India;
- j) has a connected person not eligible under the abovementioned clauses (a) to (i). A list of all the connected persons is set out in Annexure hereto.
- 3. I, hereby state and confirm that the Bidder / Buyer and each of its Affiliates are not Related Parties (as defined in the Companies Act, 2013 (as amended from time to time) and any other applicable law for the time being in force) of the Borrower.
- 4. I hereby undertake and confirm that I shall immediately intimate Phoenix, and in no event more than 5 (five) days, in the event the Bidder / Buyer or any of its Affiliates qualify to be Related Parties of the Borrower at any time.
- 5. I irrevocably and unconditionally submit to the Phoenix, that the list of the connected persons set out in Annexure I hereto is exhaustive in all respects and the names of all the connected persons have been set out thereunder without any omission whatsoever.
- 6. I submit to the Phoenix, that the Bidder / Buyer unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons.
- 7. I submit that, as and when any of the statements made hereunder are invalid, incorrect or misrepresented by us/ any other person acting in jointly or in concert with us, I agree that such an event shall be considered to be a breach of the terms and hold the Bidder / Buyer ineligible.
- 8. I agree and acknowledge that Phoenix is entitled to rely on the statements and affirmations made in this declaration for the purposes of determining the eligibility and assessing, agreeing and issuing the No Objection for sale in favour of the Bidder / Buyer.
- 9. I, unconditionally and irrevocably undertake, that we shall provide all data, documents and information as may be required to verify the statements made under this declaration, to the satisfaction of Phoenix.
- 10. I agree that in the event any of the above statements are found to be untrue or incorrect, then the Bidder / Buyer unconditionally agrees to indemnify and hold harmless the Phoenix against any losses, claims or damages incurred by the Phoenix, as the case may be, on account of such ineligibility of the Bidder / Buyer.

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Name of the Bidder / Buyer / Depositor:

## <u>Annexure V</u> <u>Declaration by Third party Contributor / Depositor</u>

To:	Date:								
The A	authorised Officer,								
Phoe	nix ARC Private Limited								
Trus	ee of PHOENIX TRUST FY 22- 15 ("Phoenix"),								
	<u>bai – 400 098</u>								
Dear	Sir/Madam,								
Subj	ect: Payment under auction dated/ private treaty sale								
Ref:	Deposit of Rsmade by me on // being highest bidder buyer for auction of								
	held on vide cash/cheque/DD/RTGS/NEFT no								
I/W	e hereby declare:								
•	I have participated in the bidding process of								
	(property details) and have been declared highest bidder vide letter dated/ I am buying								
	(property details)								
•	The source of the amount being paid by me is								
•	My PAN is (copy of which is attached) / I do not have a PAN hence I am attaching								
	herewith Form 60 along with KYC documents.								
	(Strike out whichever is not applicable)								
•	I am responsible for declaring the same in my Income tax return.								
•	I am not politically exposed person								
•	I have not violated any provision of Foreign Exchange Management Act								
•	I have not received notice from Directorate of Enforcement.								
•	I do not have any account in the name of individuals / entities (buyers of secured assets / vendors /security								
	receipt investors) appearing in the lists of individuals and entities, suspected of having terrorist links, which								
	are approved by and periodically circulated by the United Nations Security Council (UNSC).								
	The details of the two lists are as under:								
o	The "ISIL (Da'esh) &Al-Qaida Sanctions List", established and maintained pursuant to Security Council								
	esolutions 1267/1989/2253, which includes names of individuals and entities associated with the Al-Qaida								
	is available at ( https://scsanctions.un.org/ohz5jen-alqaida.html )								
0	The "Taliban Sanctions List", established and maintained pursuant to Security Council resolution 1988								

## I / We hereby further declare:

 $https://scsanctions.un.org/3ppp1en-taliban.htm\ )$ 

1. I hereby unconditionally state, submit and confirm that I am not disqualified from purchasing the immovable property owned by Mr. Pankaj Dutt and Ms. Kiran Dutt ("Mortgagors") mortgaged in favour of Phoenix ARC Private Limited (Trustee of Phoenix Trust- FY 22-15) ("Phoenix") in the loan account of Golden Apple Resort & Spa LLP ("Borrower"), pursuant to the provisions Section 29A of The Insolvency and Bankruptcy Code, 2016 ("IBC") and/or otherwise.

(2011), which includes names of individuals and entities associated with the Taliban is available at (

- 2. I hereby state, submit and declare that none of: (a) the Bidder / Buyer, being the Proposed Investor; (b) any other person acting jointly or in concert with the Bidder / Buyer:
- a) is an undischarged insolvent;
- b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India ("RBI") issued under the Banking Regulation Act, 1949 (the "BR Act");
- c) at the time of investing and subscribing to the security receipts, has an account or an account of the Borrower which is under management or control of such person(s) or of whom such person(s) is a promoter,

classified as non-performing asset in accordance with the guidelines of the RBI issued under the BR Act or the guidelines of a financial sector regulator issued under any other law for the time being in force;

- d) has been convicted for any offence punishable with imprisonment:
- (i) for 2 (two) years or more under any Act specified under the Twelfth Schedule of the IBC; or
- (ii) for 7 (seven) years or more under any law for the time being in force.
- e) is disqualified to act as a director under the Companies Act, 2013;
- f) is prohibited by the Securities and Exchange Board of India ("SEBI") from trading in securities or accessing the securities markets;
- g) has been a promoter or in the management or control of a Borrower in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place;
- h) has 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 the IBC and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- i) is subject to any disability, corresponding to abovementioned clauses (a) to (h) above, under any law in a jurisdiction outside India;
- j) has a connected person not eligible under the abovementioned clauses (a) to (i). A list of all the connected persons is set out in Annexure hereto.
- 3. I, hereby state and confirm that the Bidder / Buyer and each of its Affiliates are not Related Parties (as defined in the Companies Act, 2013 (as amended from time to time) and any other applicable law for the time being in force) of the Borrower.
- 4. I hereby undertake and confirm that I shall immediately intimate Phoenix, and in no event more than 5 (five) days, in the event the Bidder / Buyer or any of its Affiliates qualify to be Related Parties of the Borrower at any time.
- 5. I irrevocably and unconditionally submit to the Phoenix, that the list of the connected persons set out in Annexure I hereto is exhaustive in all respects and the names of all the connected persons have been set out thereunder without any omission whatsoever.
- 6. I submit to the Phoenix, that the Bidder / Buyer unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons.
- 7. I submit that, as and when any of the statements made hereunder are invalid, incorrect or misrepresented by us/ any other person acting in jointly or in concert with us, I agree that such an event shall be considered to be a breach of the terms and hold the Bidder / Buyer ineligible.
- 8. I agree and acknowledge that Phoenix is entitled to rely on the statements and affirmations made in this declaration for the purposes of determining the eligibility and assessing, agreeing and issuing the No Objection for sale in favour of the Bidder / Buyer.
- 9. I, unconditionally and irrevocably undertake, that we shall provide all data, documents and information as may be required to verify the statements made under this declaration, to the satisfaction of Phoenix.
- 10. I agree that in the event any of the above statements are found to be untrue or incorrect, then the Bidder / Buyer unconditionally agrees to indemnify and hold harmless the Phoenix against any losses, claims or damages incurred by the Phoenix, as the case may be, on account of such ineligibility of the Bidder / Buyer.

Signature:

Name of the Third Party Contributor / Depositor:

# Annexure – VI Confirmation by Bidder Regarding Receipt of Training

To,
The Authorised Officer,
Phoenix ARC Private Limited,
As the Trustee of PHOENIX TRUST FY22-15 ("Phoenix")
Mumbai – 400 098.

Sub: <u>Confirmation regarding receipt of e- Auction Training.</u>

Dear Sir.

This has reference to the Terms & Conditions for the e-Auction mentioned in the Tender document and available on the website <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>
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 <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> 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 Pvt. Ltd.**, 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 Pvt. Ltd., Gulf Petro Chem, Building No.301, 1st 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>

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 22-15 in the Sale Notice just after availing training on e-Auction with a copy to support@bankeauctions.com

## <u>Annexure – VII</u> <u>Price Confirmation Letter by Bidder(s)</u>

To,														
	Authorised		-											
	Phoenix ARC Private Limited, As the Trustee of PHOENIX TRUST FY 22-15,													
	ne i rustee nbai – 400		ENIX I	KUSI FY	22-15,									
iviun	nbai – 400	098.												
	: Auction S ng e- Auctio		-	-	_				Apple	Resort	and Spa L	LP - Fir	nal bid	quoted
Dear	· Sir,													
We	confirm	that	we	have	quoted	the	highest	bid	of	Rs			(In	Words
					) f	or Iten	n No	of	Sale I	Notice f	or the pur	chase o	f the p	property
men	tioned in 1	the Sale	Notic	e in the	e subject	Auctio	n during	Δucti	on of	f the sa	id proper	ty cond	lucted	l hv the
					-		_					•		-
Autr	orised Off	icer of	IVI/S.	Pnoenix	ARC Priv	ate Lii	mitea, thi	ougn	tne v	vebsite	of M/S C	1 india	PVt.	Lta. on
	·													
Vour	s sincoroly													
Tour	s sincerely,	•												
Sign	ature:													
Nam	e of Bidde	r:												
Date	<b>::</b>													
	Copy to:	M/s C1	India I	Pvt. Itd	Gulf Petr	o Chen	n Building	No 30	1 1 <sup>st</sup>	Floor U	dvog Vihai	-		

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 <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a>, immediately on completion of the bidding.

Phase-2, Gurgaon (Haryana)-122015, Help Line No: 0124-4302020/21/22/23/24,

 $\label{eq:comport} \textit{Help Line e-mail ID: } \underline{support@bankeauctions.com}$