

**CATALYST TRUSTEESHIP LIMITED****Regd. Office :**

GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Kothrud, Pune - 411 038

Tel : 91 20 6680 7200 **Fax:** 91 20 6680 7200 **CIN:**U74999PN1997PLC110262**Website:** <https://catalysttrustee.com>**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 asset 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 mortgagor in particular, that the under mentioned property mortgaged to Catalyst Trusteeship Limited (Catalyst), for the benefit of Phoenix ARC Private Limited acting in capacity as Trustee of Phoenix Trust FY 23-7 (**Phoenix**) pursuant to assignment of debt by L&T Finance Limited in favour of Phoenix vide a Assignment Agreement dated 29th June 2022 will be sold on **“AS IS WHERE IS” basis & “AS IS WHAT IS” & “WITHOUT RECOURSE” condition**, by way of an **“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 8 & 9 of Security Interest (Enforcement) Rules, 2002** through website <https://www.bankeauctions.com> as per the details given below

Name of the Borrower	Sky One Corporate Park LLP - having its registered address at 16 th Floor, Sr. No 210, Plot No. 72A, Sky One, Yerawada, Kalyani Nagar, Pune-411006
Guarantors/Mortgagors	1. Amit Lunkad 2. Amol Lunkad 3. Sky Realty Projects LLP 4. Sky One Corporate Park LLP
Amount Due as per Demand Notice	1. Date of 13(2) Notice – 12 th May 2022; Amount – Rs.562,81,86,963/- as on 09 th May 2022 along with principal, future interests, charges, costs and expenses, etc 2. Date of 13(2) Notice - 21 st June 2022; Amount – Rs.40,57,47,833/- as on 15 th June 2022 along with principal, future interests, charges, costs and expenses, etc
Possession taken under SARFESI Act, 2002	Physical Possession Date – 8 th March 2023
Reserve Price, EMD and Description of Immovable Property	<u>Item No. 1:</u> <u>Reserve Price – Rs.1,107,00,00,000/- (Rupees One Thousand and One Hundred and Seven Crore Only)</u> <u>EMD – Rs.110,70,00,000/- (Rupees One Hundred and Ten Crore and Seventy Lakhs Only)</u> Description of immovable property: Sky One Corporate Park - Tower 1 consisting of Basement I + Basement II + Lower Ground Floor + 13 Upper Floors together with all the rights, title, interest and benefit, in all and singular the beneficial right, title and interest in respect of land area of approximately in all that piece and parcel of the property being Plot No. 3 admeasuring 44,196.52 Square Meters i.e. 04 Hector 41.9652 Aar (excluding part of land admeasuring 7,668.61 sq. mt. released vide Part Release of Mortgage Deed dated 22nd July 2019 and surrendered to Pune Municipal Corporation for DP Road) out of S. No. 239/2 totally admeasuring 05 Hector 82 Aar, situated at revenue village

Lohagaon, Taluka Haveli, District-Pune, which is within the local limits of Municipal Corporation of City of Pune and within the jurisdiction of Registration district Sub-Registrar Taluka Haveli, District Pune, and present & future construction thereon along with the entire present and future unsold units and structure thereon and including all associated rights, titles and interests thereon of Mortgagor in the project and is bounded as under:

On or towards East: By Sr. No. 238,

On or towards South: By Sr. No. 235/A

On or towards West: By Plot No. 02 and Sr. No. 239/2/1

On or towards North: By Sr. No. 239/1

Item No. 2:

Reserve Price – Rs.756,00,00,000/- (Rupees Seven Hundred and Fifty Six Crore Only)

EMD – Rs.75,60,00,000/- (Rupees Seventy-Five Crore and Sixty Lakhs Only)

Description of immovable property:

Sky One Corporate Park - Tower 1 consisting of Basement I + Basement II + Lower Ground Floor + 13 Upper Floors having a built-up FSI of about 54,629.93 sq. mtrs. ("Tower 1") constructed/developed as a part of a larger layout and on a portion of larger layout land being Plot No. 3 admeasuring 44,196.52 Sq. Meter (excluding part of land admeasuring 7,668.61 sq. mt. released vide Part Release of Mortgage Deed dated 22nd July 2019 and surrendered to Pune Municipal Corporation for DP Road) ("**Layout Land**") out of Survey Number 239/2 totally admeasuring 58,200.00 Square Meters, situated at Revenue Village: Lohegaon, Taluka: Haveli, District: Pune, which is within the local limits of Municipal Corporation of City of Pune and within the jurisdiction of Registration District Sub-Registrar Taluka Haveli, District Pune ("**Larger Land**") together with the proportionate undivided share in the Layout Land beneath and appurtenant to Tower 1 in proportionate to the FSI consumed thereof. The Layout Land is bounded as:

On or Towards East: By Sr. No 238

On or Towards South: By Sr. No. 235/A

On or Towards West: By Plot No. 02 and Sr. No. 239/2/1

On or Towards North: By Sr. No. 239/1

Item No. 3A:

Reserve Price – Rs.301,00,00,000/- (Rupees Three Hundred and One Crore Only)

EMD – Rs.30,10,00,000/- (Rupees Thirty Crore and Ten Lakhs Only)

Description of immovable property:

Ground Floor, First Floor, Third Floor, Fourth Floor and Fifth Floor having a total built-up FSI of 18,482 sq. mt in Sky One Corporate Park - Tower 1 consisting of Basement I + Basement II + Lower Ground Floor + 13 Upper Floors having a total built-up FSI of 54,629.93 sq. mtrs. ("Tower 1") constructed/developed as a part of a larger layout and on a portion of larger layout land being Plot No. 3 admeasuring 44,196.52 Sq. Meter (excluding part of land admeasuring 7,668.61 sq. mt. released vide Part Release of Mortgage Deed dated 22nd July 2019 and surrendered to Pune Municipal Corporation for DP Road) ("**Layout Land**") out of Survey Number 239/2 totally admeasuring 58,200.00 Square Meters, situated at Revenue Village: Lohegaon, Taluka: Haveli, District: Pune, which is within the local limits of Municipal

Corporation of City of Pune and within the jurisdiction of Registration District Sub-Registrar Taluka Haveli, District Pune (“**Larger Land**”) together with the proportionate undivided share in the Layout Land beneath and appurtenant to Tower 1 in proportionate to the FSI consumed thereof. The Layout Land is bounded as:

On or Towards East: By Sr. No 238
 On or Towards South: By Sr. No. 235/A
 On or Towards West: By Plot No. 02 and Sr. No. 239/2/1
 On or Towards North: By Sr. No. 239/1

Item No. 3B:

Reserve Price – Rs.455,00,00,000/- (Rupees Four Hundred and Fifty Five Crore Only)

EMD – Rs.45,50,00,000/- (Rupees Forty Five Crore and Fifty Lakhs Only)

Description of immovable property:

Sixth Floor to Thirteen Floor having a built-up FSI of 32,077 sq. mt in Sky One Corporate Park - Tower 1 consisting of Basement I + Basement II + Lower Ground Floor + 13 Upper Floors having a total built-up FSI of 54,629.93 sq. mtrs. (“Tower 1”) constructed/developed as a part of a larger layout and on a portion of larger layout land being Plot No. 3 admeasuring 44,196.52 Sq. Meter (excluding part of land admeasuring 7,668.61 sq. mt. released vide Part Release of Mortgage Deed dated 22nd July 2019 and surrendered to Pune Municipal Corporation for DP Road) (“**Layout Land**”) out of Survey Number 239/2 totally admeasuring 58,200.00 Square Meters, situated at Revenue Village: Lohegaon, Taluka: Haveli, District: Pune, which is within the local limits of Municipal Corporation of City of Pune and within the jurisdiction of Registration District Sub-Registrar Taluka Haveli, District Pune (“**Larger Land**”) together with the proportionate undivided share in the Layout Land beneath and appurtenant to Tower 1 in proportionate to the FSI consumed thereof. The Layout Land is bounded as:

On or Towards East: By Sr.No 238
 On or Towards South: By Sr.No. 235/A
 On or Towards West: By Plot No 02 and Sr.No. 239/2/1
 On or Towards North: By Sr.No. 239/1

Item No. 4:

Reserve Price – is mentioned against each item below

EMD – is mentioned against each item below

Description of immovable property:

Sale of individual floor in the Sky One Corporate Park - Tower 1 as mentioned below:

<u>Item No.</u>	<u>Floor</u>	<u>Area (FSI) (In Sq. Mt.)</u>	<u>Reserve Price</u>	<u>EMD</u>
Item No.4A	Ground	3,301	59,00,00,000	59,00,000
Item No.4B	First	2,967	53,00,00,000	53,00,000
Item No.4C	Third	4,071	63,00,00,000	63,00,000
Item No.4D	Fourth	4,071	63,00,00,000	63,00,000
Item No.4E	Fifth	4,071	63,00,00,000	63,00,000
Item No.4F	Sixth	4,071	60,00,00,000	60,00,000
Item No.4G	Seventh	3,824	57,00,00,000	57,00,000
Item No.4H	Eighth	4,071	60,00,00,000	60,00,000

	<table border="1"> <tr> <td>Item No.4I</td> <td>Nineth</td> <td>4,071</td> <td>60,00,00,000</td> <td>60,00,000</td> </tr> <tr> <td>Item No.4J</td> <td>Tenth</td> <td>4,071</td> <td>56,00,00,000</td> <td>56,00,000</td> </tr> <tr> <td>Item No.4K</td> <td>Eleventh</td> <td>3,824</td> <td>52,00,00,000</td> <td>52,00,000</td> </tr> <tr> <td>Item No.4L</td> <td>Twelfth</td> <td>4,071</td> <td>55,00,00,000</td> <td>55,00,000</td> </tr> <tr> <td>Item No.4M</td> <td>Thirteenth</td> <td>4,071</td> <td>55,00,00,000</td> <td>55,00,000</td> </tr> </table> <p>constructed/developed as a part of a larger layout and on a portion of larger layout land being Plot No. 3 admeasuring 44,196.52 Sq. Meter (excluding part of land admeasuring 7,668.61 sq. mt. released vide Part Release of Mortgage Deed dated 22nd July 2019 and surrendered to Pune Municipal Corporation for DP Road) ("Layout Land") out of Survey Number 239/2 totally admeasuring 58,200.00 Square Meters, situated at Revenue Village: Lohegaon, Taluka: Haveli, District: Pune, which is within the local limits of Municipal Corporation of City of Pune and within the jurisdiction of Registration District Sub-Registrar Taluka Haveli, District Pune and bounded as below On or Towards East: By Sr. No. 238 On or Towards South: By Sr. No. 235/A On or Towards West: By Plot No. 02 and Sr.No. 239/2/1 On or Towards North: By Sr. No. 239/1</p>	Item No.4I	Nineth	4,071	60,00,00,000	60,00,000	Item No.4J	Tenth	4,071	56,00,00,000	56,00,000	Item No.4K	Eleventh	3,824	52,00,00,000	52,00,000	Item No.4L	Twelfth	4,071	55,00,00,000	55,00,000	Item No.4M	Thirteenth	4,071	55,00,00,000	55,00,000
Item No.4I	Nineth	4,071	60,00,00,000	60,00,000																						
Item No.4J	Tenth	4,071	56,00,00,000	56,00,000																						
Item No.4K	Eleventh	3,824	52,00,00,000	52,00,000																						
Item No.4L	Twelfth	4,071	55,00,00,000	55,00,000																						
Item No.4M	Thirteenth	4,071	55,00,00,000	55,00,000																						
Date and Time of Inspection of Property	On request																									
Bank Account Details	EMD must be deposited by way of RTGS/NEFT as per the details given below Payee's Name - PHOENIX TRUST FY 23-7 Account Type – Current Account No.: 0446262345 Bank Name - Kotak Mahindra Bank Limited Branch: Kalina, Mumbai IFSC Code: KKBK0000631																									
Incremental Value	For Item No. 1 & Item No.2: Rs.5,00,00,000/- (Rupees Five Crore Only) For Item No. 3A & 3B: Rs.3,00,00,000/- (Rupees Three Crore Only) For Item No. 4A to 4M: Rs.50,00,000/- (Rupees Fifty Lacs only)																									
Last date for submission of EMD	18.12.2023 (Monday) before 6 p.m.																									
Date & Time of E-Auction	Item No.1: 21.12.2023 (Thursday) between 11:00 a.m. to 12:00 noon Item No.2: 21.12.2023 (Thursday) between 3.00 p.m. to 4.00 p.m. Item No.3A & Item No. 3B: 22.12.2023 (Friday) between 11.00 a.m. to 12.00 noon Item No.4A to Item No. 4M: 22.12.2023 (Friday) between 2.00 p.m. to 3.00 p.m																									
Mode of E- Auction	Online – e auction																									
Encumbrances	There are licensees in occupation of different floors of the secured assets under auction mentioned above and the auction is subject to these lease arrangement with the existing occupants wherein the auction purchaser/s shall be bound by the existing lease agreement and the security deposit paid by occupants.																									
Link for Tender documents	https://phoenixarc.co.in?p=3809																									
Authorised Officer	Apurvi Joshi - apurvi.joshi@ctltrustee.com – 8484048609																									
Transaction Facilitator	Name - Cushman & Wakefield India Private Limited Registered office - DSO 601-603, 607-608, 6th Floor, DLF South Court, Saket New Delhi, India 110017 Authorised Personnel - 1. Saurabh Bakliwal 2. Siddhartha Negi																									

**Contact Details for
Inspection and Due
Diligence**

Saurabh Bakliwal - Saurabh.Bakliwal@cushwake.com - 9669621100
Siddhartha Negi - Siddhartha.Negi@ap.cushwake.com - 8826007554
Apurvi Joshi - apurvi.joshi@ctltrustee.com - 8484048609
Jimit Trivedi - jimit.trivedi@phoenixarc.co.in - 7045417248
Suresh Mangattu Variyam - suresh.variyam@phoenixarc.co.in - 7506490036

Terms & Conditions:

- 1) The Auction Sale is being conducted by the respective 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 <https://www.bankeauctions.com>, M/s C1 India Private Limited is the service provider to arrange platform for e-auction.
- 2) In the event:
 - a) Bid/s are received for Item No. 1, then the preference shall be given to Item No. 1 and the Auction for Item No. 2, 3A, 3B, 4A to 4M shall be cancelled/withdrawn without giving any notice or reason to the bidders, and EMD deposited by the Prospective Bidders for Item No. 2, 3A, 3B, 4A to 4M will be refunded as per terms mentioned in this notice.
 - b) Bid/s are not received for Item No. 1, however received bid/s for Item No. 2, 3A, 3B, 4A to 4M, then the preference shall be given to Item No. 2 and the Auction for Item No. 3A, 3B, 4A to 4M shall be cancelled/withdrawn without giving any notice and reason to the bidders and EMD deposited by the Prospective Bidders for Item No. 3A, 3B, 4A to 4M will be refunded as per terms mentioned in this notice.
 - c) Bid/s are not received for Item No. 1 and Item No. 2, however received bid/s for Item No. 3A, 4A to 4M then the preference shall be given to Item No. 3A and the auction for Item No. 4A to 4E shall be cancelled/withdrawn without giving any notice and reason to the bidders and EMD deposited by the Prospective Bidders for Item No. 4A to 4E will be refunded as per terms mentioned in this notice.
 - d) Bid/s are not received for Item No. 1 and Item No. 2, however received bid/s for Item No. 3B, 4A to 4M then the preference shall be given to Item No. 3B and the auction for Item No. 4F to 4M shall be cancelled/withdrawn without giving any notice and reason to the bidders and EMD deposited by the Prospective Bidders for Item No. 4F to 4M will be refunded as per terms mentioned in this notice.
- 3) However, no Bidders shall be allowed to participate for Item No. 4A to 4M in isolation unless the bidder has participated in either Item No. 3A or 3B. The bidders for Item No. 3A can bid for more floors from Item No. 4F to 4M and similarly the bidders for Item No. 3B can bid for more floors from Item No. 4A to 4E.
- 4) Isolated bids in Item No. 4A to 4M shall be liable to be rejected if the same is not in accordance with clause 3 of this terms and conditions above.
- 5) The Auction is conducted as per the further 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, www.phoenixarc.co.in and the respective links mentioned in each of the Items herein above as well as the website of the service provider, www.bankeauctions.com for bid documents, the details of the secured assets put up for auction/ obtaining the bid form.
- 6) 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.
- 7) 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, +91-8866682398/25/26, Email ID: support@bankeauctions.com / maharashtra@c1india.com
- 8) Bidders may also go through the website of Phoenix, www.phoenixarc.co.in for verifying the details of the secured asset put up for auction/ obtaining the bid form.
- 9) There are licensees in occupation of the different floors of the secured assets mentioned above. For further details on the licensees, the bidders may contact Apurvi Joshi - apurvi.joshi@ctltrustee.com - +91 8484048609, Jimit Trivedi - jimit.trivedi@phoenixarc.co.in - 7045417248 , Suresh Mangattu Variyam - suresh.variyam@phoenixarc.co.in - 7506490036, Saurabh Bakliwal - Saurabh.Bakliwal@cushwake.com - 9669621100, Siddhartha Negi - Siddhartha.Negi@ap.cushwake.com - 8826007554
- 10) Pursuant to order dated 23rd January, 2023 passed by the Hon'ble Bombay High Court in the Writ Petition No. 7679 of 2022 Catalyst is free to enforce its rights over the secured asset mentioned above as per law.
- 11) 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" basis and "AS IS WHAT IT IS & WITHOUT ANY RECOURSE" condition.

- 12) 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 as mentioned aforesaid.
- 13) For participating in the e-auction, intending purchasers/ bidders will have to submit the details of payment of refundable Earnest Money Deposit (**EMD**) 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 the **Last date for submission of EMD** mentioned above. **Intending purchasers/bidders are required to submit separate EMDs for each of the Items detailed herein above.**
- 14) The successful purchaser/ bidder shall deposit the 25% (inclusive of EMD) of his/ its offer for each of the Item by way of RTGS/NEFT to the account mentioned hereinabove on or before the close of banking hours on **the date of Auction mentioned above or not later than 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.
- 15) The EMD of all other bidders who did not succeed in the e-auction will be refunded by Phoenix within 5 working days of the closure e-auction. The EMD shall not carry any interest.
- 16) The balance amount of purchase consideration shall be payable by the successful purchaser/ bidder on or before the fifteenth (15) day from the date of confirmation of sale of the said secured asset by the Authorised Officer 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.
- 17) For inspection of the property/ies or more information, the prospective bidders may contact the Authorised Officer or Officials of Phoenix, details of whom have been mentioned in the notice herein above.
- 18) 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.
- 19) 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.
- 20) The payment of all statutory/non statutory dues, taxes, rates, assessments, charges, society dues, fees, etc. owing to the property during any time, shall be the sole responsibility of the successful bidder only.
- 21) The auction is subject to existing lease agreements with the respective occupants and the successful bidder shall solely be responsible for security deposit made by the occupants as per the respective lease agreements.
- 22) 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.
- 23) The Borrower/ Guarantors, who are liable for the said outstanding dues, shall treat this Sale Notice as a notice under Rule 8 Clause (6) of the Security Interest (Enforcement) Rules, about the holding of the above-mentioned auction sale.
- 24) The intending bidders shall 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.
- 25) The particulars specified in the e-auction notice published in the newspaper have been stated to the best of the information of the Authorised Officer; however, the Authorised Officer shall not be responsible/liable for any error, misstatement or omission.
- 26) In the event, the e-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 : Pune
Date : 23.11.2023

Sd/-
Authorised Officer
Catalyst Trusteeship Limited

TENDER DOCUMENT FOR E AUCTION

Whereas Catalyst Trusteeship Limited (“Catalyst”) 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 ARC Private Limited (Trustee of Phoenix Trust FY23-7) (“Phoenix”) amounting to a sum of Rs.562,81,86,963/- as on 09th May 2022 along with further interest at contractual rates, penal interest and other cost, charges and expenses etc till actual date of realization **as per the Demand Notice dated 12.05.2022** and Rs.40,57,47,833/- as on 15th June 2022 along with further interest at contractual rates, penal interest and other cost, charges and expenses etc till actual date of realization **as per the Demand Notice dated 21.06.2022 both issued under section 13(2) of the SARFAESI Act, 2002** due and payable by the borrower i.e., **Sky One Corporate Park LLP** 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:

Auctioneer Name	CATALYST TRUSTEESHIP LIMITED GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Kothrud, Pune - 411 038
Auction held with the aid by	M/s. C1 India Pvt. Ltd., (“Service Provider”) Gulf Petro Chem, Building No.301,1 st Floor, Udyog Vihar Phase-2, Gurgaon(Haryana)-122015 Help Line No: 0124-4302020/21/22/23/24 Help Line e-mail ID: support@bankeauctions.com
Auction Schedule	Date of Auction: - As per Sale Notice (Mentioned in Annexure – I) Timings:- As per Sale Notice (Mentioned in Annexure – I) Auction Website :- https://www.bankeauctions.com
Annexure	1) Terms & conditions of e-Auction 2) Soft Copy of Auction Notice published in newspapers (Annexure – I) 3) Details of Bidder (Annexure – II) 4) Declaration by Bidder (Annexure – III) 5) Confirmation by Bidder Regarding Receipt of Training (Annexure – IV) 6) Price Confirmation Letter by H1 Bidder (Annexure – V)
Special Instructions	<u>Bidding in the last minutes and seconds should be avoided in the bidder(s) 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>

E-Auction bidding Terms and Conditions

1. Computerized e-Auction shall be conducted by Service Provider on behalf of Catalyst, on pre-specified date, while the bidder(s) shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder(s) themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be the sole responsibility of bidder(s) and neither Catalyst/Phoenix nor the Service Provider shall be responsible for these unforeseen circumstances. *In order to ward-off such contingent situation, bidder(s) 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 bidder(s) 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(s) regarding the bidding process, functions and e-Auction rules. All the bidders are required to ensure that compliance regarding receipt of training before start of bid process.
3. **Material for Bid:** Sale of secured assets by Catalyst 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 bidder(s) 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 said bidder(s) has to mandatorily increase one bid over and above the reserve price in compliance with Rule 9(2) of SARFAESI Act, 2002.**
 - The **"Bid Increase Amount"** has been fixed in respect of the secured assets which the bidder(s) 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 bidder(s) 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(s) 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(s)
 - 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.
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 / Catalyst / Service Provider shall not have any liability towards bidder(s) for any interruption or delay in access to the site irrespective of the cause.
15. The bidder(s) 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 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” basis & “AS IS WHATEVER THERE IS AND WITHOUT RECOURSE” condition.**
- ii) The intending bidder(s) should make their own independent enquiries regarding the encumbrances, title of property 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/Catalyst. The Authorised Officer shall not be responsible in any way for any third-party claims/rights/dues.
- iii) It shall be the responsibility of the bidder(s) 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, the 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 bidder(s) at sites on the day and time mentioned in the public notice annexed as **ANNEXURE-I**.
- vi) The EMD shall be payable through **RTGS in the Current Account: 0446262345; Kotak Mahindra Bank Limited, Kalina Branch; Name of the A/C.: PHOENIX TRUST FY 23-7, IFSC Code: KKBK0000631.**
****Please note that the Demand Draft and Cheques 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 on Mr. Bhavik Pandya of M/s C 1 India Private Limited, Contact Number: 91-124-4302020/2021/2022/2023/2024, +91-8866682398/25/26, email id: support@bankeauctions.com.**
After deposit of EMD as mentioned 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 “<https://www.bankeauctions.com>” on the time specified in the E- Auction notice published in the newspaper and as per **ANNEXURE-I** attached herewith.
- viii) 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.**
- ix) The conditional bid(s) 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 Mortgagor 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 for each items 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**.
- xii) The EMD of unsuccessful bidder(s) will be refunded to their respective A/c No. shared in e-Auction Portal <https://www.bankeauctions.com> online within 5 working days of the completion of the auction. The bidder(s) will not be entitled to claim any interest, costs, expenses and any other charges (if any).

- xiii) The Authorised Officer is not bound to accept the highest offer and the Authorised Officer has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the 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, which deposit will be confirmed by Authorised Officer, 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 Fifteenth (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, 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 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 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(s) shall not involve himself/itself or any of his/its representatives in price manipulation of any kind directly or indirectly by communicating with other bidder(s).
- The bidder shall not divulge either his bid or any other exclusive details of Phoenix or to any other party.
- The Service Provider / Catalyst / Phoenix shall not have any liability to the bidder(s) for any interruption or delay in access to the site irrespective of the cause.
- The Service Provider / Catalyst / 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
Catalyst Trusteeship Limited**

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@bankeactions.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@bankeactions.com

ANNEXURE-II
DETAILS OF BIDDER

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

SR. NO.	PARTICULARS	TO BE FILLED BY BIDDER/(S)
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)	
1.	Father's/Husband's Name	
2.	Postal Address of Bidder(s)	
3.	Phone/Cell Number	
4.	E-mail ID	
5.	Bank Account details to which EMD amount to be returned:	
	<u>Bank Name</u>	
	<u>Beneficiary Name</u>	
	<u>Bank A/c. No.</u>	
	<u>IFSC Code No.</u>	
	<u>Branch Name</u>	
6.	Date of submission of bid	
7.	PAN Number	
8.	Whether EMD remitted (Yes / No)	
9.	EMD remittance details*	
	<u>Date of Remittance</u>	
	<u>Name of Bank</u>	
	<u>Branch</u>	
	<u>Account No.</u>	
	<u>IFSC Code No</u>	
10.	Bid Amount Quoted (To be mentioned in numerical and words)	

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 on 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 in the website <https://www.bankeauctions.com> during the time of submission of the bid.

ANNEXURE-III
DECLARATION BY BIDDER (S)

To:
The Authorised Officer,
Catalyst Trusteeship Limited

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 and “AS IS WHAT IS” and “WITHOUT RECOURSE” 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 within 5 working days 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 of Bidder / (s)	
Name of Bidder / (s)	
Address of Bidder / (s)	
E-mail of Bidder / (s)	

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,
Catalyst Trusteeship Limited

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 Authorised Officer 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 **Phoenix / Catalyst** and/or **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 Bidder / (s)	
Name of Bidder / (s)	
Address of Bidder / (s)	
Date	

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: support@bankeauctions.com

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

Annexure – V
Price Confirmation Letter by Bidder(s)

To,
The Authorised Officer,
Catalyst Trusteeship Limited

Sub.: Auction Sale of Property mortgaged in loan account of Sky One Corporate Park LLP - Final bid quoted during e-Auction - Sale of Property by Catalyst Trusteeship Limited

Dear Sir,

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

Yours sincerely,

Signature of Bidder / (s)	
Name of Bidder / (s)	
Date	

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: support@bankeauctions.com

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