ONLINE E – AUCTION SALE OF ASSET

Phoenix ARC Private Limited



Regd. Office: 3rd floor, Wallace Towers, 139/140/B/1, Crossing of Sahar Road and Western Express Highway, Vile Parle East, Mumbai-400057; Tel: 022- 68492450, Fax: 022- 67412313; CIN: U67190MH2007PTC168303; Email: **info@phoenixarc.co.in**; Website: **www.phoenixarc.co.in**

PUBLIC NOTICE FOR ONLINE E- AUCTION

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, mortgagor and guarantors 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 assets by auction sale.

Notice is hereby given to the public in general and to the borrower, mortgagors and guarantors in particular, that the under mentioned properties mortgaged to Phoenix ARC Private Limited acting in capacity as Trustee of the respective trusts mentioned below (Phoenix) (pursuant to assignment of debt by various Banks mentioned below (Assignor Banks) in favour of Phoenix vide the respective Assignment Agreements more particularly mentioned below) will be sold on "AS IS WHERE IS" basis and "AS IS WHAT IS" and "WITHOUT RECOURSE" condition, by way of "online e-auction" for recovery of dues and further interest, charges and costs etc. as detailed below in terms of the provisions of SARFAESI Act read with Rules 8 & 9 of Security Interest (Enforcement) Rules, 2002 through https://www.bankeauctions.com as per the details given below:

	<u>ITEM NO. 1</u>
Borrower	Ann Impex House of Spices represented by its partners Mr. Sabu Joseph and Mrs. Minu Sabu
Co-obligant/Guarantors	1. Mr. Sabu Joseph; 2. Mrs. Minu Sabu; 3.Mrs. Thankamma Joseph
Details of Assignment	Assignor Bank - Karnataka Bank Limited, Trust - Phoenix Trust FY18-5; Date of Assignment –
	27.09.2017
Amount due/Secured	Rs.7,00,12,182.13/- (Rupees Seven Crores Twelve Thousand One Hundred and Eighty-
Debt as per Notice under	Two and Paise Thirteen Only) as on 12.06.2016 together with further interest and other
Section 13(2) of SARFAESI	cost and charges and expenses from 01.06.2016 as per the notice dated 13.06.2016.
Act, 2002	
Amount due as on 30-09-	Rs.28,95,79,684.54/- (Rupees Twenty-Eight Crores Ninety-Five Lakhs Seventy-Nine
2024	Thousand Six Hundred Eight Four and Paisa Fifty-Four Only) along with further interest
	incidental expenses, costs and charges etc. at contractual rates

Property No. 1 Owned by Mrs. Minu Sabu.

All that part and parcel of Residential/Commercial Land measuring 13 Ares 60 Square Meters S.Y. No. 299/4 Re-Sy. No. 265/7 Part, situated at Kanjoor Panchayat, Thuruvankara Block 28, Vadakkumbhagam Village, Aluva Taluk, Sreemoolangaram Sub District, Ernakulam District

Boundaries: East: Road (panchayath road) West: Property of Rajan North: Property of Sini Joseph South:Property of Chunduruthy

Property No. 2 Owned by Mrs. Minu Sabu:

All that part and parcel of residential land property measuring 33 Ares and 08 square meters (81.739 cents) bearing Sy no. 577/2, 4 and 576/2 Re-Sy. No. 211/1, block no 28, situated in Kanjoor Desom, Aluva Taluk. Vadakkumbhagam Village, Pandaravaka Pattom. Ernakulam District

Boundaries:

	Γ	
Possession details	Physical Possession	
Date and Time of	On Request	
Inspection of Property	Presentable 4 Dr. 00.00.000/ (Durness Thir	
Reserve Price	Property No. 1 - Rs. 36,00,000/- (Rupees Thir	ty-Six Lakns Only)
	Property No. 2- Rs. 73,80,000/- (Rupees Seve	enty-Three Lakhs Eighty Thousand Only)
Earnest Money Deposit	Property No. 1- Rs. 3,60,000/- (Rupees Three	e Lakhs Sixty Thousand Only)
	Property No. 2- Rs. 7,38,000/- (Rupees Seve	n Lakhs Thirty-Eight Thousand Only)
EMD Remittance Details:	The Earnest Money must be deposited by w	ay of RTGS/NEFT Favouring "PHOENIX TRU
	FY18-5",	
	Bank Name: Kotak Mahindra Bank	Current Account No: 3312074424
	Limited Branch: Kalina	IFSC Code: KKBK0000631
Incremental Value	Rs.50,000/- (Rupees Fifty Thousand Only) & in	
Last date for submission	08-01-2025 (Wednesday) on or before closing	o of hanking hours
of EMD		5 of barrang nouro
Date & Time of E-Auction	09-01-2025 (Thursday) between 11:00 a.m. to	o 12:00 noon
Link for Tender documents:	https://phoenixarc.co.in?p=5520	
Encumbrances	Not Known	
	ITEM NO. 2	
Borrower Personal Guarantors	M/s Lasya Diamond Jewellery represented by 1.Mrs. Pushpa Suresh, 2. Legal Heirs of Late (
Personal Guarantors	1.Mis. Pushpa Sulesh, 2. Legal Heirs of Late	
Details of Assignment	-	Phoenix Trust FY17-13, Date of Assignment
Amount due as an 20.00	31.03.2017	Crores Sixty-One Lakhs Sixty-Two Thousand
Amount due as on 30-09- 2024		ng with further interest incidental expenses
	costs and charges etc. at contractual rates	-
Amount due/Secured	-	Thirty-Six Lakhs Forty-Nine Thousand One
Debt as per Notice under		hree Only) as on 30.06.2016 together with
Section 13(2) of SARFAESI	further interest and other cost and charge	ges and expenses as per the notice dated
Act, 2002:	18.07.2016.	
Details of Secured Asset	Property No. 1 Owned by Mr. M K Suresh: All that piece and parcel of land having ex	stent of 3.24 ares along with building and
		. 580/4 of Kattoor village, Mukundapuram tali
	Thrissur district, Kerala & 0.81 Ares along with	
	Kattoor village, Mukundapuram taluk, Thrissu	
	East: Property of Ameena	West: Property of Pudiyath Velayudhan

Property No. 2 Owned by Mr. M K Suresh:

 (a) All that piece and parcel of land having extent of 33.82 Ares along with all improvements in survey no 505 of Kattoor village, Mukundapuram Taluk, Thrissur district Kerala. Boundaries:

East:	Property	of Kozhiparamban	and	North: Property of Hussian
Nadavaz	:hi			
West: Re	eclaimed la	and and Private vazhi		South: Property of Peedikakkal Family

(b) All that piece and parcel of land having extent of 3.10 ares along with building in survey no 505 of Kattoor village, Mukundapuram Taluk, Thrissur district Kerala state. Boundaries:

East:	Remaining F	Property o	f Ver	nnikkal	West: P	Property of	Pala	akkal	Saji	
Kamala										
North:	Property of	Kamala	and	other	South:	Pathway	to	this	property	and
property	y of Suresh				property	y of Kamala	а			

Property No. 3: Owned by Mr. M K Suresh:

All that part and parcel of land having extent 3.24 ares, 12.95 ares, 16.19 ares situated in 634/2, 635/3 of Kattoor village, Mukunndapuram taluk, Thrissur District, Kerala. Boundaries:

East: Property of Kattilapeedikayil Hamsa	North: Panchayat Vazhy
West: Property of Vellinkaran Mathu	South: Property of Koottambillymanakkal
	Appan

Property No. 4 Owned by Mr. Ramanunny

All that part and parcel of land having an extent of 1.62 ares and 12.55 ares in Sy. No. 233/1 and 232 of Ichamudy Village, Thrissur Taluk, Thrissur District, Kerala. Boundaries:

East: Property of Ramanunny and Thodu	West: Property of Kannoly Radha and Kannoly Ranjan
North: Panchayat Vazhy	South: Property of Kannoly Ramanunny and Kannoly Udayabhanu

Property No. 5 Owned by legal heirs of Late Mr. Chandra Bose:

(a) All that part and parcel of land having an extent of 2.74 Ares along with all improvement thereon situated at Survey No. 632/3 of Katoor Village, Mukundapuram Taluk, Thrissur District, Kerala State. Boundaries:

East:	Property of Legal Heirs of Late	West: Property of C Vilasini and 3 others
Chand	rabose	
North:	Panchayath Road	South: Property of Shiju

(b) All that part and parcel of land having an extent of 8.30 Ares along with the building numbered Door No. 8/161 and 8/162 and all improvements thereon situated at Survey No. 632/3 of Katoor Village, Mukundapuram Taluk, Thrissur District, Kerala State. Boundaries:

East: Property of Muhammed Ali	North: Pongjanam Road /PWD Road
West: Property of Narayanan	South: Property of Narayanan

Property No 6 Owned by Mr. M K Suresh:

All that part and parcel of Land having extent of 7.62 Ares with building and all improvements thereon situated at S.Y. No. 446/2 of Kattoor village, Mukundapuram taluk, Thrissur district, Kerala state. Boundaries:-

	East: Panchayat Road	West : Property of Parameswaran Kizhakitta & Kanoly Canal			
	South : Thodu	North : Thodu & property of Parameswarab Kizhakitta			
	improvements thereon situated in survey N	tent of 14.16 ares along with building and a o. 4/6 and 12.14 ares along with building and a . 4/7of Karamuck Village, Thrissur Taluk, Thrissu			
	East: Properties of Valiyaparamb Sreedharan & Airumbooruverangan Majo				
	South: Panchayat Vazhi	North: River			
		e <u>sh:</u> extent 4.05 Ares along with building and a o 249/3 of Kattoor village, Mukundapuram Talul			
	East: Property of Erattu Velayudhan	West: Property of Malayatti Jayaraj			
	North: Property of Saarkkara Babu	South: Property of Kuruveettil Bhabupriya.			
Possession details Date and Time of	Property No 1 to 3 and 5 to 8 are under physi Possession. On Request	cal possession. Property No. 4 is under Symbol			
Inspection of Property	onnequest				
Reserve Price	Property No. 1: Rs. 48,00,000 (Rupees Forty	r-Eight Lakhs Only)			
	Property Nos. 2 (a) & (b): Rs.59,00,000/- (Ru	upees Fifty-Nine Lakhs Only)			
	Property No. 3: Rs. 83,00,000/- (Rupees Eig	hty-Three Lakhs Only)			
	Property No. 4: Rs. 47,00,000/- (Rupees Forty-Seven Lakhs Only)				
	Property No. 5: Rs. 46,00,000/- (Rupees For				
	Property No. 6: Rs. 10,00,000/- (Rupees Ter				
	Property No. 7: Rs. 40,50,000/- (Rupees For				
	Property No. 8: Rs. 28,00,000/- (Rupees Tw	enty-Eight Lakhs Only)			
Earnest Money Deposit	Property No. 1: Rs.4,80,000 /- (Rupees Four	Lakhs Eighty Thousand Only)			
	Property Nos. 2 (a) &(b): Rs.5,90,000/- (Rup	ees Five Lakhs Ninety Thousand Only)			
	Property No. 3: Rs.8,30,000/- (Rupees Eight	: Lakhs Thirty Thousand Only)			

	Property No. 5: Rs.4,60,000/- (Four Lakhs Sixty T	housand Only)
	Property No. 6: Rs.1,00,000/- (Rupees One Lakh	Only)
	Property No. 7: Rs. 4,50,000/- (Rupees Four Laki	hs Fifty Thousand Only)
	Property No. 8: Rs. 2,80,000/- (Rupees Two Lakh	ns Eighty Thousand Only)
EMD Remittance Details:	PHOENIX TRUST FY 17-13", Account Number: 1 Branch: Bandra (East), Mumbai, IFSC Code: KK	
Incremental Value	Rs.50,000/- (Rupees Fifty Thousand Only) & in su	
Last date for submission of EMD	08-01-2025 (Wednesday) on or before closing of	banking hours
Date & Time of E-Auction	09-01-2025 (Thursday) between 11:00 a.m. to 12	:00 noon
Link for Tender	https://phoenixarc.co.in?p=5522	
documents:		
Encumbrances	Not known	
	ITEM NO. 3	
Borrower	PSN Motors Private Limited, PSN Industries Priv	ate Limited, PSN Auto Spares India Private
	Limited, Sangameswaran P.K.	
Co-Obligant/	1.Mr. Sangameswaran P K, 2. Mrs. Sudha Sangar	neswaran, 3. PSN Industries Private Limited,
Guarantors	4. PSN Auto Spares Private Limited	
Details of Assignment	Assignor – Federal Bank Limited, Trust - Phoe 31.03.2017	enix Trust FY17-13, Date of Assignment –
Amount due as on 30-09-	Rs.19,10,80,099.84/- (Rupees Nineteen Crores	s Ten Lakhs Eighty Thousand Ninety-Nine
2024	and Paise Eighty-Four Only) along with furthe	r interest incidental expenses, costs and
	charges etc. at contractual rates	
Amount due/Secured	Rs. 6,84,71,393.34 (Rupees Six Crores Eighty-	-
Debt as per Notice under	Hundred and Ninety Three and Paise Thirty F	
Section 13(2) of	further interest and other cost and charges	and expenses as per the notice dated
SARFAESI Act, 2002	09.10.2015.	
	Property owned by PSN Motors Private Limited	1:
	a) All that part and parcel land admossuring	
	Thangalur Village, Mundur Sub District Thriss	-
		sur District. Boundaries: South: Private Way of Shree Ekadhantha
	Thangalur Village, Mundur Sub District Thriss	sur District. Boundaries:
	Thangalur Village, Mundur Sub District Thriss North: Velur Kiraloor Road East: Property of Shree Ekadhantha	sur District. Boundaries: South: Private Way of Shree Ekadhantha Agencies Pvt. Ltd West: Irrigation Canal 19.86 Ares with Sy No. 27/1/P situated in
	 Thangalur Village, Mundur Sub District Thriss North: Velur Kiraloor Road East: Property of Shree Ekadhantha Agencies Pvt. Ltd. b) All that part and parcel land admeasuring Thangalur Village, Thrissur District. Boundari 	sur District. Boundaries: South: Private Way of Shree Ekadhantha Agencies Pvt. Ltd West: Irrigation Canal 19.86 Ares with Sy No. 27/1/P situated in
	 Thangalur Village, Mundur Sub District Thriss North: Velur Kiraloor Road East: Property of Shree Ekadhantha Agencies Pvt. Ltd. b) All that part and parcel land admeasuring 	South: Private Way of Shree Ekadhantha Agencies Pvt. Ltd West: Irrigation Canal 19.86 Ares with Sy No. 27/1/P situated in ies:
	 Thangalur Village, Mundur Sub District Thriss North: Velur Kiraloor Road East: Property of Shree Ekadhantha Agencies Pvt. Ltd. b) All that part and parcel land admeasuring Thangalur Village, Thrissur District. Boundari North: Private Way 	South: Private Way of Shree Ekadhantha Agencies Pvt. Ltd West: Irrigation Canal 19.86 Ares with Sy No. 27/1/P situated in ies:
	Thangalur Village, Mundur Sub District Thriss North: Velur Kiraloor Road East: Property of Shree Ekadhantha Agencies Pvt. Ltd. b) All that part and parcel land admeasuring Thangalur Village, Thrissur District. Boundari North: Private Way East: Remaining Property Out of the above land area 22 feet road is kept ap	South: Private Way of Shree Ekadhantha Agencies Pvt. Ltd West: Irrigation Canal 19.86 Ares with Sy No. 27/1/P situated in ies: South: Irrigation Canal West: Property of Purchaser
	Thangalur Village, Mundur Sub District Thriss North: Velur Kiraloor Road East: Property of Shree Ekadhantha Agencies Pvt. Ltd. b) All that part and parcel land admeasuring Thangalur Village, Thrissur District. Boundari North: Private Way East: Remaining Property Out of the above land area 22 feet road is kept age that of property in resurvey no 27/1 of 27.3 cents	South: Private Way of Shree Ekadhantha Agencies Pvt. Ltd West: Irrigation Canal 19.86 Ares with Sy No. 27/1/P situated in ies: South: Irrigation Canal West: Property of Purchaser
Possession details	Thangalur Village, Mundur Sub District Thriss North: Velur Kiraloor Road East: Property of Shree Ekadhantha Agencies Pvt. Ltd. b) All that part and parcel land admeasuring Thangalur Village, Thrissur District. Boundari North: Private Way East: Remaining Property Out of the above land area 22 feet road is kept ap	South: Private Way of Shree Ekadhantha Agencies Pvt. Ltd West: Irrigation Canal 19.86 Ares with Sy No. 27/1/P situated in ies: South: Irrigation Canal West: Property of Purchaser

Date and Time of	On Request	
Inspection of Property Reserve Price	Rs.57,00,000 (Rupees Fifty-Seven Lakhs Only)	
Earnest Money Deposit	Rs.5,70,000/- (Rupees Five Lakhs Seventy Tho	
EMD Remittance		umber: 1112018778; Kotak Mahindra Bank
Details:	Limited, Branch: Bandra (East), Mumbai, IFS	
Incremental Value	Rs.50,000/- (Rupees Fifty Thousand Only) & in	such multiple
Last date for submission of EMD	08-01-2025 (Wednesday) on or before closing	of banking hours
Date & Time of E-Auction	09-01-2025 (Thursday) between 11:00 a.m. to	12:00 noon
Link for Tender documents:	https://phoenixarc.co.in?p=5524	
Encumbrances	Not known	
	ITEM NO. 4	
Borrower	Next Communications represented by Mr. MP	Arun
Guarantors	1.Mrs. Aishwarya Arun 2. Mrs. Rukmani	
Details of Assignment		- Phoenix Trust FY17-8; Date of Assignment –
	17.03.2017	
Amount due/Secured	Rs.1,04,66,014/- (Rupees One Crores Four Lakhs Sixty-Six Thousand and Fourteen On	
Amount due/Secured	• •	
Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002:	• •	
Debt as per Notice under Section 13(2) of SARFAESI	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh	est and other cost and charges and expenses nty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09-	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Or	est and other cost and charges and expenses nty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Of expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun	est and other cost and charges and expenses nty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Or expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Villago	est and other cost and charges and expenses hty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates h survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows:
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Of expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim	est and other cost and charges and expenses hty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates in survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Of expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim On the West: Property of Pushpangatham,	est and other cost and charges and expenses hty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates a survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road On the South: Property of Rajeevan and
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Of expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim	est and other cost and charges and expenses nty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates a survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Or expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim On the West: Property of Pushpangatham, Lalitha, Venu and Own Properties Property No. 2 Owned by Mr. M P Arun and M All that part and parcel of 11 cents of land in	est and other cost and charges and expenses hty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates in survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road On the South: Property of Rajeevan and Purushottam frs. Aishwarya Arun n Survey no. 35/3, Srinarayanapuram Village
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Or expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim On the West: Property of Pushpangatham, Lalitha, Venu and Own Properties Property No. 2 Owned by Mr. M P Arun and M All that part and parcel of 11 cents of land in Vemballur Post, Kodungallur Taluk and bound	est and other cost and charges and expenses nty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates a survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road On the South: Property of Rajeevan and Purushottam frs. Aishwarya Arun n Survey no. 35/3, Srinarayanapuram Village led as follows:
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Or expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim On the West: Property of Pushpangatham, Lalitha, Venu and Own Properties Property No. 2 Owned by Mr. M P Arun and M All that part and parcel of 11 cents of land in Vemballur Post, Kodungallur Taluk and bound On the North: Property belonging to Pushpangathan	est and other cost and charges and expenses hty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates a survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road On the South: Property of Rajeevan and Purushottam Mrs. Aishwarya Arun n Survey no. 35/3, Srinarayanapuram Village led as follows: On the West: Property belonging to Lalitha
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Or expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim On the West: Property of Pushpangatham, Lalitha, Venu and Own Properties Property No. 2 Owned by Mr. M P Arun and M All that part and parcel of 11 cents of land in Vemballur Post, Kodungallur Taluk and bound On the North: Property belonging to	est and other cost and charges and expenses nty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates a survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road On the South: Property of Rajeevan and Purushottam frs. Aishwarya Arun n Survey no. 35/3, Srinarayanapuram Village led as follows:
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Or expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim On the West: Property of Pushpangatham, Lalitha, Venu and Own Properties Property No. 2 Owned by Mr. M P Arun and N All that part and parcel of 11 cents of land in Vemballur Post, Kodungallur Taluk and bound On the North: Property belonging to Pushpangathan On the East: Road and Property belonging to Arun	est and other cost and charges and expenses mty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates a survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road On the South: Property of Rajeevan and Purushottam Mrs. Aishwarya Arun n Survey no. 35/3, Srinarayanapuram Village led as follows: On the West: Property belonging to Lalitha On the South: Property belonging to Venu un
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	as on 30.09.2013 together with further intereas as per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Or expenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim On the West: Property of Pushpangatham, Lalitha, Venu and Own Properties Property No. 2 Owned by Mr. M P Arun and M All that part and parcel of 11 cents of land in Vemballur Post, Kodungallur Taluk and bound On the North: Property belonging to Pushpangathan On the East: Road and Property belonging to Arun	est and other cost and charges and expenses nty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates a survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road On the South: Property of Rajeevan and Purushottam Mrs. Aishwarya Arun n Survey no. 35/3, Srinarayanapuram Village led as follows: On the West: Property belonging to Lalitha On the South: Property belonging to Venu un
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	 as on 30.09.2013 together with further intereas per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Orexpenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim On the West: Property of Pushpangatham, Lalitha, Venu and Own Properties Property No. 2 Owned by Mr. M P Arun and N All that part and parcel of 11 cents of land in Vemballur Post, Kodungallur Taluk and bound On the North: Property belonging to Pushpangathan On the East: Road and Property belonging to Arun Property No. 3 Owned by Mrs. Aishwarya Art All that part and parcel of 25 cents of land it Kodungallur Thaluk and bounded as follows: On the North: Property belonging to 	est and other cost and charges and expenses mty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates a survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road On the South: Property of Rajeevan and Purushottam Mrs. Aishwarya Arun n Survey no. 35/3, Srinarayanapuram Village led as follows: On the West: Property belonging to Lalitha On the South: Property belonging to Venu un
Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Amount due as on 30-09- 2024	 as on 30.09.2013 together with further intereas per the notice dated 23.10.2013 Rs.4,82,74,712.69/- (Rupees Four Crore Eigh Hundred Twelve and Paise Sixty-Nine Orexpenses, costs and charges etc. at contract Property No. 1 Owned by M P Arun All that part and parcel of 27.5 cents of land in measuring 700 sq. ft at West Vemballur Village On the North: Property of Salim On the West: Property of Pushpangatham, Lalitha, Venu and Own Properties Property No. 2 Owned by Mr. M P Arun and M All that part and parcel of 11 cents of land in Vemballur Post, Kodungallur Taluk and bound On the North: Property belonging to Pushpangathan On the East: Road and Property belonging to Arun Property No. 3 Owned by Mrs. Aishwarya Arra All that part and parcel of 25 cents of land in Kodungallur Thaluk and bounded as follows: 	est and other cost and charges and expenses nty-Two Lakhs Seventy-Four Thousand Seven nly) along with further interest incidental ctual rates a survey no.35/3 including a residential building e and Kodungallur Thaluk bounded as follows: On the East: Road On the South: Property of Rajeevan and Purushottam Mrs. Aishwarya Arun n Survey no. 35/3, Srinarayanapuram Village led as follows: On the West: Property belonging to Lalitha On the South: Property belonging to Venu un in Survey No 39/6 at West Vemballur Village,

	Property No. 4 Owned by Mrs Rukmini All that part and parcel of 54 cents of land in Survey No. 33/1E situated at Sreenarayanapurar
	village and bounded as follows:
	On the North: Property belonging to Hamsa On the East: Property belonging to
	Purushottam
	On the South: Property belonging to Arun On the West: Property belonging to Karunaakaran
Possession details	Property No. 1 in Symbolic Possession & Properties Nos. 2 to 4 in Physical Possession
Date and Time of Inspection of Property	On Request
Reserve Price	Property No. 1: Rs.8,50,000/- (Rupees Eight Lakhs Fifty Thousand Only)
	Property No. 2: Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)
	Property No. 3: Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousand Only)
	Property No. 4: Rs.8,00,000/- (Rupees Eight Lakhs Only)
Earnest Money Deposit	Property No. 1: Rs.85,000/- (Rupees Eighty-Five Thousand Only)
	Property No. 2: Rs.25,000/- (Rupees Twenty-Five Thousand Only)
	Property No. 3: Rs. 45,000/- (Rupees Forty-Five Thousand Only)
	Property No. 4: Rs.80,000/- (Rupees Eighty Thousand Only)
EMD Remittance Details:	"PHOENIX TRUST FY 17-8", Account Number: 0812529164; Kotak Mahindra Bank
END Remittance Detaits.	Limited, Branch: Bandra (East), Mumbai, IFSC Code: KKBK0001368.
	Linited, Branch. Bandra (Last), Frumbal, if 50 Code. KKbKooo 1500.
Incremental Value	Rs.25,000/- (Rupees Twenty-Five Thousand Only) & in such multiple
Incremental Value Last date for submission of EMD	Rs.25,000/- (Rupees Twenty-Five Thousand Only) & in such multiple 08-01-2025 (Wednesday) on or before closing of banking hours
Last date for submission	
Last date for submission of EMD Date & Time of E-Auction Link for Tender	08-01-2025 (Wednesday) on or before closing of banking hours
Last date for submission of EMD Date & Time of E-Auction	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon
Last date for submission of EMD Date & Time of E-Auction Link for Tender documents: Encumbrances	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon https://phoenixarc.co.in?p=5526 Not known ITEM NO. 5
Last date for submission of EMD Date & Time of E-Auction Link for Tender documents: Encumbrances Borrower	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon https://phoenixarc.co.in?p=5526 Not known ITEM NO. 5 Parcon Metalikks represented by its Proprietor Mr. VM. Mohammed Azeem
Last date for submission of EMD Date & Time of E-Auction Link for Tender documents: Encumbrances Borrower Guarantors	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon https://phoenixarc.co.in?p=5526 Not known ITEM NO. 5 Parcon Metalikks represented by its Proprietor Mr. VM. Mohammed Azeem Mr. V.M. Mohammed Ansar
Last date for submission of EMD Date & Time of E-Auction Link for Tender documents: Encumbrances	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon https://phoenixarc.co.in?p=5526 Not known ITEM NO. 5 Parcon Metalikks represented by its Proprietor Mr. VM. Mohammed Azeem Mr. V.M. Mohammed Ansar
Last date for submission of EMD Date & Time of E-Auction Link for Tender documents: Encumbrances Borrower Guarantors Details of Assignment	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon https://phoenixarc.co.in?p=5526 Not known ITEM NO. 5 Parcon Metalikks represented by its Proprietor Mr. VM. Mohammed Azeem Mr. V.M. Mohammed Ansar Assignor – Dhanlaxmi Bank Limited; Trust - Phoenix Trust FY14-18; Date of Assignment 28.03.2014
Last date for submission of EMD Date & Time of E-Auction Link for Tender documents: Encumbrances Borrower Guarantors	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon https://phoenixarc.co.in?p=5526 Not known ITEM NO. 5 Parcon Metalikks represented by its Proprietor Mr. VM. Mohammed Azeem Mr. V.M. Mohammed Ansar Assignor – Dhanlaxmi Bank Limited; Trust - Phoenix Trust FY14-18; Date of Assignment 28.03.2014 Rs.2,18,74,553.43/- (Rupees Two Crores Eighteen Lakhs Seventy-Four Thousand Fin
Last date for submission of EMD Date & Time of E-Auction Link for Tender documents: Encumbrances Borrower Guarantors Details of Assignment Amount due/Secured Debt as per Notice under Section	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon https://phoenixarc.co.in?p=5526 Not known ITEM NO. 5 Parcon Metalikks represented by its Proprietor Mr. VM. Mohammed Azeem Mr. V.M. Mohammed Ansar Assignor – Dhanlaxmi Bank Limited; Trust - Phoenix Trust FY14-18; Date of Assignment 28.03.2014 Rs.2,18,74,553.43/- (Rupees Two Crores Eighteen Lakhs Seventy-Four Thousand Fiv
Last date for submission of EMD Date & Time of E-Auction Link for Tender documents: Encumbrances Borrower Guarantors Details of Assignment Amount due/Secured Debt	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon https://phoenixarc.co.in?p=5526 Not known ITEM NO. 5 Parcon Metalikks represented by its Proprietor Mr. VM. Mohammed Azeem Mr. V.M. Mohammed Ansar Assignor – Dhanlaxmi Bank Limited; Trust - Phoenix Trust FY14-18; Date of Assignment 28.03.2014 Rs.2,18,74,553.43/- (Rupees Two Crores Eighteen Lakhs Seventy-Four Thousand Fix Hundred Fifty-Three One Only) with monthly rest from 30-12-2011 together with further interest and other cost and charges and expenses as per the notice dated 30.01.2012
Last date for submission of EMD Date & Time of E-Auction Link for Tender documents: Encumbrances Borrower Guarantors Details of Assignment Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002:	08-01-2025 (Wednesday) on or before closing of banking hours 09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon https://phoenixarc.co.in?p=5526 Not known ITEM NO.5 Parcon Metalikks represented by its Proprietor Mr. VM. Mohammed Azeem Mr. V.M. Mohammed Ansar Assignor – Dhanlaxmi Bank Limited; Trust - Phoenix Trust FY14-18; Date of Assignment 28.03.2014 Rs.2,18,74,553.43/- (Rupees Two Crores Eighteen Lakhs Seventy-Four Thousand Fix Hundred Fifty-Three One Only) with monthly rest from 30-12-2011 together with further

	All the part and parcel of the landed property	to an extent of 2.008 cents in Survey No. 648/3					
	in Ernakulam village, Kanayannur Taluk along with building bearing Cochin Corporation No.						
	40/4274, 40/4275/ 40/4281 A-3, 40/4281 A8 and all the rights appurtenant thereto with the						
	following boundaries:						
	On the East by: Road On the North by: Part of Andul Ki bazaar building						
	On the West by: Property of Kallepuram	On the South by: Common stair case and part of Abdul Khader Bazaar building					
	Property No.2						
	All that part and parcel of the landed property	in Survey No. 648/3 with an extent of 10 cents,					
	in Ernakulam Village, Kanayannur Taluk along	with building bearing Cochin Corporation No.					
	40/3483 and 40/3484 and all rights appurtenal	nt thereto with the following boundaries:					
	On the East by: Common Vazhi (path) and	On the West by: Property of Mohammed					
	property of Mohammed Azeem and	Hamsa backside of Akbar Bazaar in Survey					
	Mohammed Ansari in Survey No. 648/3	No. 648/3					
	On the North by: Property of Mohammed	On the South by: Property of Mr. Anand A					
	Hamsa in Survey No. 648/3	Shenoy in Survey No. 649					
Possession details	Physical Possession						
Date and Time of	On Request						
Inspection of Property	Property No. 1 Ro. 82.00.000/ (Pupper Eighty Two Lethe Ophy)						
Reserve Price	Property No.1 - Rs.82,00,000/- (Rupees Eighty-Two Lakhs Only)						
	Property No.2 – Rs.64,80,000/- (Rupees Sixty-Four Lakhs Eighty Thousand Only)						
Earnest Money Deposit	Property No.1 -Rs.8,20,000/- (Rupees Eight Lakhs Twenty Thousand Only)						
	Property No.2 – Rs.6,48,000/- (Rupees Six Lakhs Forty-Eight Thousand Only)						
EMD Remittance Details:	"PHOENIX TRUST FY 14-18", Account Number: 4611411521; Kotak Mahindra Bank						
Incremental Value	Limited, Branch: Kalina, Mumbai, IFSC Code: KKBK0000631						
	Rs.50,000/- (Rupees Fifty Thousand Only) & in such multiple						
Last date for submission	08-01-2025 (Wednesday) on or before closing of banking hours						
of EMD							
Date & Time of E-Auction	09-01-2025 (Thursday) between 11:00 a.m. to 12:00 noon						
Link for Tender	https://phoenixarc.co.in?p=5528						
documents:							
documents: Encumbrances	Not Known						

Terms and Conditions of E-Auction

- 1. The Auction Sale is being conducted by the Authorised Officer under the provisions of SARFAESI Act with the aid and through e-auction. Auction/ Bidding shall be only through "Online Electronic Mode" through the website https://www.bankeauctions.com M/s. C1 India Private Limited is the service provider to arrange platform for e-auction.
- 2. The Auction is conducted as per the 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, <u>www.phoenixarc.co.in</u> and the links mentioned herein above as well as the website of the service provider, <u>www.bankeauctions.com</u> 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, Email ID: <u>support@bankeauctions.com</u>; <u>maharashtra@c1india.com</u>
- 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" basis and "AS IS WHAT IT IS" & "WITHOUT RECOURSE" condition.**
- 7. 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.
- 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 along with copies of the PANCARD, Board Resolutions in case of Company and Address Proof as per terms detailed in Tender Documents, on or before the Last date for submission of EMD mentioned above.
- 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 and the bid submitted will be rejected.
- 10. 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.
- 11. 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 of e-auction. The EMD deposited by the unsuccessful bidder 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. The name of the Bidder(s) submitted at the time of registration shall only be considered for this purpose.
- 14. For inspection of the property/ies or more information, the prospective bidders may contact <u>Mr. Harsh Magia / Mr.</u> <u>Suresh Variyam / Ms. Janhavi Mane , at following email address harsh.magia@phoenixarc.co.in / suresh.variyam@phoenixarc.co.in / Janhavi.mane@pheonixarc.co.in (email) or on +91-7506107562 / +91-7506490036 / +91-8655873640 (Mob).</u>
- 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, stamp duty, registration fees, etc. that is required to be paid in order to get the property conveyed/delivered in his/her/its favour as per the applicable law.

- 17. The payment of all statutory/non statutory dues, taxes, rates, assessments, charges, society dues, fees etc. owing to the property during any time, shall 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 Authorised Officer of Phoenix 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 Secured Asset under e-auction as mentioned in 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 Authorized Officer. The successful bidder shall not be entitled to annul the sale on any ground of whatsoever nature.
- 21. The Borrower/ Mortgagor, 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. 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 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. 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 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.
- 24. 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 : Kerala Date : December 12, 2024 Sd/-Authorised Officer Phoenix ARC Private Limited (Trustee of Trusts mentioned above)

TENDER DOCUMENT FOR E AUCTION

Whereas Phoenix ARC Private Limited acting in its capacity of Trustee for Phoenix Trust FY17-13 ("Phoenix") 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 <u>ITEM NO.3</u> of <u>ANNEXURE - I</u> for realization of the secured debts due to Phoenix amounting to Rs. 6,84,71,393.34 (Rupees Six Crores Eighty Four Lakhs Seventy One Thousand Three Hundred and Ninety Three and Paise Thirty Four Only) as on 09.10.2015 together with further interest and other cost and charges and expenses as per the notice dated 09.10.2015 issued under section 13(2) of the SARFAESI Act, 2002 due and payable by the borrower i.e PSN Motors Private Limited, PSN Industries Private Limited, PSN Auto Spares India Private Limited, Sangameswaran P.K, mortgagors and guarantors under SARFAESI Act, 2002. The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following further conditions:

	Phoenix ARC Private Limited - Phoenix Trust FY 17-13
Auctioneer Name	3 rd Floor, Wallace Towers, 139/140/B/1, Crossing of Sahar Road and Western
	Express Highway, Vile Parle East, Mumbai-400057
	M/s. C1 India Pvt. Ltd., ("Service Provider")
Auction held with the	Gulf Petro Chem, Building No.301,1 st Floor, Udyog Vihar Phase-2, Gurgaon
aid by	(Haryana)-122015
alu by	Help Line No: 0124-4302020/21/22/23/24
	Help Line e-mail ID: support@bankeauctions.com
	Date of Auction: - As per Sale Notice (Mentioned in Item No.3 of Annexure
Assetion: Only advelop	- I)
Auction Schedule	
	Timings: - As per Sale Notice (Mentioned in Item No.3 Annexure – I)
	Austion Wahaita , https://www.bankasustions.com
	Auction Website :- https://www.bankeauctions.com 1) Terms & conditions of e-Auction
	 Soft Copy of Auction Notice published in newspapers (Annexure – I)
Annexure	 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)
	Bidding in the last minutes and seconds should be avoided in the
	bidder(s) own interest. Neither the Service Provider nor Phoenix will be
Special Instructions	responsible for any lapses / failure on the part of the bidder, in such
	<u>cases.</u>

-Auction bidding Terms and Conditions

1. Computerized e-Auction shall be conducted by Service Provider on behalf of Phoenix, 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 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 Phoenix under SARFAESI Act, 2002.
- 4. Type of Auction: E-Auction.
- 5. Bidding Currency & Unit of Measurement: Bidding will be conducted in Indian Rupees (INR) Only.
- 6. Starting (Opening) Price / Bid Increment: The opening price of the auction and the bid Increment value shall be as per Sale Notice and available to the bidder(s) on their bidding screen.
- 7. Bid Price: The bidder has to quote the total price for each of the items.
- 8. For other terms and conditions, please see the e-auction notice published by Phoenix.

9. Procedure of e-Auctioning

- i. e-Form Submission
 - All interested bidders need to fill an 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. In case of a sole bidder, the said bidder must 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 a 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.*
- 10. 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.

- 11. 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.
- 12. 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.
- 13. The decision regarding declaration of successful bidder shall be finalized by the Authorised Officer of Phoenix.
- 14. At any stage of the auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or postpone the auction without assigning any reason thereof and without any prior notice.
- 15. Phoenix / Service Provider shall not have any liability towards bidder(s) for any interruption or delay in access to the site irrespective of the cause.
- 16. 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.
- 17. **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.

1. <u>TERMS & CONDITIONS FOR SALE OF SECURED ASSETS</u>

- i) The E-Auction is being held on <u>AS IS WHERE IS</u>" 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. 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 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 <u>ANNEXURE I</u>, 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 NEFT and / or RTGS in the Current Account: 1112018778;
 Kotak Mahindra Bank Limited, Bandra (East) Branch; Name of the A/C.: PHOENIX TRUST FY
 17-13, IFSC Code: KKBK0001368.

**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 <u>ANNEXURE-I</u> 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 <u>ANNEXURE-I</u>) (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 <u>ANNEXURE-I</u> below.)

1. Copy of the RTGS challan;

FOR INDIVIDUALS	DOCUMENTS					
PROOF OF IDENTITY (one copy of any one of the following)	PAN Card / Passport / Driving License / Aadhaar Card / Voter's Identity Card / Job Card issued by NREGA duly signed by an officer of State Government / Letter issued by the National Population Register Certificate or permission from regulator for investment/remittance in India.					
PROOF OF ADDRESS One copy of any one of the following containing addresses (if address not mentioned in identity proof)	Utility bill which is not more than two months old of any service provider (electricity, telephone, postpaid mobile phone, piped gas, water bill) / Aadhar Card / Property or Municipal Tax receipt / Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address / Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies / Leave and License agreements with such employers allotting official accommodation.					
FOR COMPANY / PARTNERSHIP FIRM	DOCUMENTS					
PROOF OF IDENTITY	PAN Card / Registered Partnership Deed					
PROOF OF ADDRESS	Certificate of Incorporation / GST Certificate / Utility bill which is not more than two months old of any service provider (electricity, telephone, postpaid mobile phone, piped gas, water bill)					
AUTHORISATION LETTER FOR PARTICPITAION	A resolution from the Board of Directors / Authority Letter / Power of Attorney granted to transact on behalf of Company / Partnership Fim					

2. Copy of PAN card;

i) Failure to submit the abovementioned the documents, the bid is liable to be rejected.

- ii) The E-Auction will take place through web portal "<u>https://www.bankeauctions.com</u>" on the time specified in the E- Auction notice published in the newspaper and as per <u>ANNEXURE-I</u> attached herewith.
- iii) The bid/s shall be accompanied by an Earnest Money Deposit (EMD) equal to 10 % of the Reserve Price, by RTGS. <u>The secured assets shall not be sold at or below the reserve price.</u>

- iv) The conditional bid(s) may be treated as invalid. <u>Please note that after submission of the</u> bid/s, no correspondence regarding any change in the bid shall be entertained.
- v) 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.
- vi) 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 against the secured assets under column "Bid Increment Amount" in <u>ANNEXURE-I</u>. The inter-se bidding amongst the bidders shall commence online exactly on the date & time specified in the public notice annexed as <u>ANNEXURE-I</u>.
- vii)
- viii) The EMD of unsuccessful bidder(s) will be refunded to their respective A/c No. shared in e-Auction Portal (<u>https://www.bankeauctions.com</u>) 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).
- ix) 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.
- x) The successful bidder shall deposit 25% (inclusive of EMD) of its/his offer by way of RTGS / NEFT to the account mentioned in Item No.1 of 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 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 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.
- xi) 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.
- xii) 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.
- xiii) 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 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 Authorised Officer of Phoenix mentioning the reason for delaying the registration.
- xiv) 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.

- xv) The Secured Asset under e-auction as mentioned in 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 Authorized Officer. The successful bidder shall not be entitled to annul the sale on any ground of whatsoever nature.
- xvi) 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.
- xvii) The Borrower/ Mortgagor, 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. 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.
- xviii) 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 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. No claim of whatsoever nature will be entertained after submission of the online bid regarding secured asset put for sale.
- xix) 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.
- 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.
- xxi) 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.
- xxii) The sale certificate shall be issued on the receipt of entire sale consideration. The 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(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 / 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 / Phoenix are not responsible for any damages, including damages that result from, but are not limited to negligence. The Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

Sd/-

Authorised Officer Phoenix ARC Private Limited Phoenix Trust FY 17-13

N.B.: Bidder(s) will have to go through the ANNEXURES uploaded on the Web Portal (https://www.bankeauctions.com) and follow the following procedures:

- Annexure II: All the Prospective Bidder(s) will have to
 - get the printout
 - fill it up and sign
 - upload the scanned copy while submitting the bid
- Annexure –III: All the Prospective Bidder(s) will have to -
 - get the printout
 - fill it up and sign
 - upload the scanned copy while submitting the bid
- Annexure IV: Just after receiving Training on e-Auction, Bidder(s) will have to
 - get the printout
 - fill it up and sign
 - e-mail the scanned copy to the Authorised Officer (e-mail ID mentioned in Sale Notice) with a copy to support@bankeauctions.com
- 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 <u>support@bankeauctions.com</u>

ANNEXURE-II DETAILS OF BIDDER

(Read carefully the terms and	l conditions of sale before	e filling-un and submit	ting the hid)
(nead carefully the terms and		sintang up una subinn	ang the bia)

<u>SR.</u>	PARTICULARS	TO BE FILLED BY BIDDER/(S)
<u>NO.</u>		
1.	Name(s) of Bidder (in Capital)	
	(In case the bidder is an entity,	
	constitution of such entity and	
	representative capacity supported	
	with authorization to be submitted)	
2.	Father's/Husband's Name	
3.	Postal Address of Bidder(s)	
4.	Phone/Cell Number	
5.	E-mail ID	
6.	Event ID No.	
7.	Bank Account details to which EMD	
	amount to be returned:	
	Bank Name	
	Beneficiary Name	
	Bank A/c. No.	
	<u>Dunk A/0. No.</u>	
	IFSC Code No.	
	<u></u>	
	Branch Name	
	<u>Branon Name</u>	
8.	Date of submission of bid	
0.		
9.	PAN Number	
0.		
10.	Whether EMD remitted (Yes / No)	
10.		
11	EMD remittance details*	
	Date of Remittance	
	Date of Remittance	
	Name of Bank	
	Dronch	
	<u>Branch</u>	
	Account No.	
	Account NO.	
	IFSC Code No	
10		
12.	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 in the website https://www.bankeauctions.com and shall abide by them. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole successful bidder.

(Name & Signature of the Bidder)

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

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded 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, Phoenix ARC Private Limited <u>Trustee of Phoenix Trust FY 17-13 ("Phoenix"),</u>

<u> Mumbai – 400 098.</u>

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 by Phoenix within 48 hours of the closure of the e-auction. The EMD will not carry any interest. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
- 7. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.
- 8. The Bidder 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.

Date:

ANNEXURE-IV DECLARATION FROM BIDDER*

Date:

To, **The Authorised Officer, Phoenix ARC Private Limited,** <u>**Trustee of Phoenix Trust FY17-13 ("Phoenix")**</u> <u>**Mumbai – 400 057**</u> Dear Sir/Madam,

Subject: Payment under Auction / Event ID no ______ dated ______

 Ref: Deposit of Rs ______ made by me on ___/__/___ being highest bidder / buyer for auction of ______ held on ______ vide cash/cheque/DD/RTGS/NEFT no

I / We hereby declare:

- The source of the amount being paid by me is ______
- My PAN No. 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:
 - The "ISIL (Da'esh) &Al-Qaida Sanctions List", established and maintained pursuant to Security Council resolutions 1267/1989/2253, which includes names of individuals and entities associated with the Al-Qaida is available at (<u>https://scsanctions.un.org/ohz5jenalqaida.html</u>)
 - 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 (<u>https://scsanctions.un.org/3ppp1en-taliban.html</u>)

I / We hereby further declare:

- I hereby unconditionally state, submit and confirm that I am not disqualified from purchasing the immovable property owned by _______ ("Mortgagor") mortgaged in favour of Phoenix ARC Private Limited (Trustee of Phoenix Trust-FY17-13) ("Phoenix") in the loan account of PSN Motors Private Limited, PSN Industries Private Limited, PSN Auto Spares India Private Limited, Sangameswaran P.K ("Borrower"), pursuant to the provisions Section 29A of The Insolvency and Bankruptcy Code, 2016 ("IBC") and/or otherwise.
- 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;

has been convicted for any offence punishable with imprisonment:

d)

e)

*.

- (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.
- 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 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 purpose 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, 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 that 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 Bidder / Buyer / Depositor:

If the Source of fund is through some Third Party other than the Bidder / Buyer, this declaration has to be obtained from such third party as well.

Annexure – V Confirmation by Bidder Regarding Receipt of Training

To, The Authorised Officer, Phoenix ARC Private Limited, <u>Trustee of Phoenix Trust FY 17-13 ("Phoenix")</u> <u>Mumbai – 400 057.</u>

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 <u>https://www.bankeauctions.com</u> I/We confirm that:

- a. I/We have read and understood the Terms and Condition governing the e-Auction as mentioned in Tender Document available on the website https://www.bankeauctions.com and also e-Auction notice published by Phoenix ARC Private Limited in daily newspapers and unconditionally agree to them.
- b. I/We also confirm that we have taken training on the on-line bidding/auction and confirm that we are fully conversant with the functionality and process.
- c. I/We confirm that bank and **M/S. C1 India 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.

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

With regards,

<u>Copy to</u>: 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: <u>support@bankeauctions.com</u>

Note: This document is required to be duly filled in and signed by the bidder and thereafter sent the scanned copy of that to the Authorised Officer, Phoenix ARC Private Limited, acting in capacity of Trustee for Phoenix Trust FY 17-13 mentioned in the Sale Notice just after availing training on e-Auction with a copy to support@bankeauctions.com

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

To, The Authorised Officer, Phoenix ARC Private Limited, <u>Trustee of Phoenix Trust FY17-13,</u> <u>Mumbai – 400 098.</u>

Sub.: Auction Sale of Property mortgaged in loan account of PSN Motors Private Limited, PSN Industries Private Limited, PSN Auto Spares India Private Limited, Sangameswaran P.K - Final bid quoted during e-Auction - Sale of Property by Phoenix ARC Private Limited

Dear Sir,

We	confirm	that	we	have	quoted	the	highest	bid	of	Rs				/-	(In	Words
) fo	r the	purchase	e of th	ne p	rope	rty men	tioned	d in the	Sale I	Notic	e in the
subj	ect Auctio	on dur	ringe	-Auctio	on of the	said _l	property	condu	ucte	d by	the Aut	horise	d Offic	er of I	Phoe	nix ARC
Priva	ate Limite	d, thro	ough	the we	bsite of l	M/S C	C1 India P	vt. Lt	d. o	n				<u>.</u>		

Yours sincerely,

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

<u>Copy to</u>: 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: <u>support@bankeauctions.com</u>

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