PHOENIX ARC LIMITED

Reg 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: U67190MH2007PLC168303**;** Email: info@phoenixarc.co.in; Website: www.phoenixarc.co.in;

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 way of e-auction sale.

Notice is hereby given to the public in general and to the borrower, mortgagor and guarantor in particular, that the under mentioned property mortgaged to Phoenix ARC Limited acting in capacity as Trustee of Phoenix Trust FY22-16 (**Phoenix**) (pursuant to assignment of debt by L&T Finance Limited in favour of Phoenix vide an Assignment Agreement dated 29-03-2022) will be sold on **"AS IS WHERE IS, AS IS WHATEVER THERE IS AND WITHOUT RECOURSE"** condition, by way of an "**online e-auction"** for recovery of dues and further interest, charges and costs etc. as detailed below i**n 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	Proview Infrastructure Private Limited (Under CIRP)
Name of the Co-Borrower	1. Nitya Realtech Private Limited (Under CIRP); 2.RKS Buildcon (India) Private Limited; 3.Lotus Enterprises
Name of the Guarantor	Ms. Shyama Devi, Late Mr. Raj Pal Tyagi, Mr. Punit Tyagi, Late Mr. Vikas Tyagi and Elly Realcon Private Limited
Amount due as on the date of Section 13(2) Notice under SARFAESI Act	Rs.80,04,87,089.71/- (Rupees Eighty Crores Four Lakhs Eighty-Seven Thousand Eighty-Nine and Paisa Seventy-One Only) as on 15-10-2021 along with further interest, cost and charges as per contractual rates until payment / realization as per Section 13(2) Notice dated 16-11-2021
Possession Status	In Physical Possession
Reserve Price	Rs.28,02,00,000/- (Rupees Twenty-Eight Crores Two Lakhs Only)
Inspection Date	22-10-2026 between 11:30 a.m. to 2:00 p.m.
Earnest Money Deposit (EMD Amount)	Rs.2,80,20,000/- (Rupees Two Crore Eighty Lakhs Twenty Thousand Only)
Bid Increment	Rs.5,00,000/- (Rupees Five Lakhs Only) & in such multiples
Bank Account Details	The Earnest Money must be deposited by way of RTGS/NEFT Favouring "PHOENIX TRUST FY22-16", Bank Name: Kotak Mahindra Bank Limited — Current Account No: 3746149903 Branch: Kalina — IFSC Code: KKBK0000631
Last Date of submission of Bid (E-Auction)	05th November 2026 (Thursday) on or before closure of banking hours
Date of E- Auction	06th November 2026 (Friday) between 11:00 a.m. to 12:00 noon
Mode of E- Auction	Online – e auction
Link for Sale Notice and Tender Documents	**https://phoenixarc.co.in?p=7622**
Description of the Secured Asset being auctioned.	Residential plot no. Kl-3, admeasuring 973.085 sq. yards, situated at Kavi Nagar, Tehsil and District Ghaziabad, UP together with entire present and future structure constructed thereon

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, www.phoenixarc.co.in and the links mentioned 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.
3. The bidders may participate in the e-auction quoting/ bidding from their own offices/ place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised Officer/ Phoenix/ service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
4. For details, help, procedure and online training on e-auction, prospective bidders may contact **Mr. Bhavik Pandya of M/s C 1 India Private Limited**, **Contact Number: +91-124-4302020/2021/2022/2023/2024, +91-8866682937 , Email ID: support@bankeauctions.com; maharashtra@c1india.com**
5. 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.
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.
9. The prospective/intending bidder shall furnish an undertaking that he/she is not dis-qualified as per provisions of Sec.29 (A) of Insolvency and Bankruptcy Code,2016 and failure to furnish such undertaking along with the KYC documents, shall automatically disqualify 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 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 Mr. **Harsh Magia / Mr. Sandesh Menge at following email address harsh.magia@phoenixarc.co.in / sandesh.menge@phoenixarc.co.in / (email) or on +91-7506107562 / +91-80972 21562 (Mob).**
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 **:** Ghaziabad
Date : 24-09-2026

Sd/-
Authorised Officer
Phoenix ARC Limited, Phoenix Trust FY 22-16

TENDER DOCUMENT FOR E AUCTION

Whereas Phoenix ARC Limited acting in its capacity of Trustee for Phoenix Trust FY22-16 ("**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 assets mentioned in **ANNEXURE - I** for realization of the secured debts due to Phoenix amounting to **Rs.80,04,87,089.71/- (Rupees Eighty Crores Four Lakhs Eighty-Seven Thousand Eighty-Nine and Paisa Seventy-One Only) as on 15-10-2021 along with further interest, cost and charges as per contractual rates until payment / realization as per Section 13(2) Notice dated 16-11-2021** due and payable by the borrower i.e., Proview Infrastructure Private Limited (Under CIRP) **(Borrower)**, Nitya Realtech Private Limited (Under CIRP) ; 2.RKS Buildcon (India) Private Limited; 3.Lotus Enterprises **(Co-Borrower)** 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:

Auctioneer Name	**Phoenix ARC Limited -** Phoenix Trust FY22-16 3rd Floor, Wallace Towers, 139/140/B/1, Crossing of Sahar Road and Western Express Highway, Vile Parle East, Mumbai-400057
Auction held with the aid by	**M/s. C1 India Pvt. Ltd.**, ("**Service Provider**") 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
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) Declaration from Bidder (Annexure – IV) 6) Confirmation by Bidder Regarding Receipt of Training (Annexure – V) 7) Price Confirmation Letter by H1 Bidder (Annexure – VI)
Special Instructions	**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.**

E-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 – VI 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 post-pone 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.

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. 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 **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 **NEFT and / or RTGS** in the **Current Account: 3746149903; Kotak Mahindra Bank Limited, Kalina Branch**; **Name of the A/C.: Phoenix Trust FY 22-16, 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;

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

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 "https://www.bankeauctions.com" on the time specified in the E- Auction notice published in the newspaper and as per **ANNEXURE-I** attached herewith.

iii) The bid/s shall be accompanied by an Earnest Money Deposit (EMD) equal to 10 % of the Reserve Price, by RTGS/NEFT/IMPS. **The secured assets shall not be sold at or below the reserve price.**

iv) 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.**

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 **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.**

vii) 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).

viii) 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.

ix) The successful bidder shall deposit 25% (inclusive of EMD) of its/his offer by way of RTGS / NEFT / IMPS 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 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 (15^{th}) 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.

x) 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.

xi) 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.

xii) **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.

xiii) 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.

xiv) 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.

xv) 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.

xvi) 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.

xvii) 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.

xviii) 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.

xix) 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.

xx) 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.

xxi) 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 Limited
Phoenix Trust FY 22-16

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 **support@bankeauctions.com**

ANNEXURE-II - DETAILS OF BIDDER/(S)

(*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)	
2.	Father's/Husband's Name	
3.	Postal Address of Bidder(s)	
4.	PAN Number	
5.	Phone/Cell Number	
6.	E-mail ID	
7.	Event ID	
8.	Bank Account details to which EMD amount to be returned:	
	Bank Name	
	Beneficiary Name	
	Bank A/c. No.	
	IFSC Code No.	
	Branch Name	
9.	Date of submission of bid	
10.	Whether EMD remitted (Yes / No)	
	EMD remittance details*	
	Date of Remittance	
	Name of Bank	
	Branch	
	Account No.	
	IFSC Code No	

11.	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.

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

***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: **Date:**

The Authorised Officer,

Phoenix ARC Limited

Trustee of Phoenix Trust FY 22-16 ("Phoenix"),

Mumbai – 400057.

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 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

DECLARATION FROM BIDDER*

To, Date:

The Authorised Officer,
Phoenix ARC Limited,
Trustee of Phoenix Trust FY 22-16 ("Phoenix")
Mumbai – 400 057

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:

- I have participated in the bidding process of _____ and have been declared Highest Bidder vide letter dated _____
- The source of the amount being paid by me is _____ (Self/Loan/Third Party*)
- 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 (https://scsanctions.un.org/ohz5jen-alqaida.html)
    - The "Taliban Sanctions List", established and maintained pursuant to Security Council resolution 1988 (2011), which includes names of individuals and entities associated with the Taliban is available at (https://scsanctions.un.org/3ppp1en-taliban.html)

I / We hereby further declare:

1. I hereby unconditionally state, submit and confirm that I am not disqualified from purchasing the immovable property owned by **Mrs. Shyama Devi and Late Mr. Rajpal Tyagi ("Mortgagor") mortgaged in favour of Phoenix ARC Limited (Trustee of Phoenix Trust-FY22-16) ("Phoenix") in the loan account of Proview Infrastructure Private Limited ("Borrower"),** pursuant to the provisions Section 29A of The Insolvency and Bankruptcy Code, 2016 (**"IBC"**) and/or otherwise.
2. I hereby state, submit and declare that none of: (a) the Bidder / Buyer, being the Proposed Investor; (b) any other person acting jointly or in concert with the Bidder / Buyer:
    a) is an undischarged insolvent;
    b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India ("**RBI**") issued under the Banking Regulation Act, 1949 (the "**BR Act**");
    c) at the time of investing and subscribing to the security receipts, has an account or an account of the Borrower which is under management or control of such person(s) or of whom such person(s) is a promoter, classified as non-performing asset in accordance with the guidelines of the RBI issued under the BR Act or the guidelines of a financial sector regulator issued under any other law for the time being in force;

d) has been convicted for any offence punishable with imprisonment:
   (i) for 2 (two) years or more under any Act specified under the Twelfth Schedule of the IBC; or
   (ii) for 7 (seven) years or more under any law for the time being in force.

e) is disqualified to act as a director under the Companies Act, 2013;

f) is prohibited by the Securities and Exchange Board of India ("**SEBI**") from trading in securities or accessing the securities markets;

g) has been a promoter or in the management or control of a Borrower in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place;

h) has executed a guarantee in favour of a creditor in respect of a Borrower against which an application for insolvency resolution made by such creditor has been admitted under the IBC and such guarantee has been invoked by the creditor and remains unpaid in full or part;

i) is subject to any disability, corresponding to abovementioned clauses (a) to (h) above, under any law in a jurisdiction outside India;

j) has a connected person not eligible under the abovementioned clauses (a) to (i). A list of all the connected persons is set out in Annexure hereto.

3. I, hereby state and confirm that the Bidder / Buyer and each of its Affiliates are not Related Parties (as defined in the Companies Act, 2013 (as amended from time to time) and any other applicable law for the time being in force) of the Borrower.
4. I hereby undertake and confirm that I shall immediately intimate Phoenix, and in no event more than 5 (five) days, in the event the Bidder / Buyer or any of its Affiliates qualify to be Related Parties of the Borrower at any time.
5. I irrevocably and unconditionally submit to the Phoenix, that the list of the connected persons set out in Annexure I hereto is exhaustive in all respects and the names of all the connected persons have been set out thereunder without any omission whatsoever.
6. I submit to 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 of Bidder / (s)	
Name of Bidder / (s)	

<u>*_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._**</u>*

ANNEXURE – V - CONFIRMATION BY BIDDER REGARDING RECEIPT OF TRAINING

To,
The Authorised Officer,
Phoenix ARC Limited,
Trustee of Phoenix Trust FY 22-16 ("Phoenix")
Mumbai – 400057.

Sub: Confirmation regarding receipt of e- Auction Training.

Dear Sir,

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

I/We confirm that:

a. I/We have read and understood the Terms and Condition governing the e-Auction as mentioned in Tender Document available on the website https://www.bankeauctions.com and also e-Auction notice published by Phoenix ARC 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 **Phoenix** and **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, Phoenix ARC Limited , acting in capacity of Trustee for Phoenix Trust FY 22-16 mentioned in the Sale Notice just after availing training on e-Auction with a copy to support@bankeauctions.com

ANNEXURE VI - PRICE CONFIRMATION LETTER BY BIDDER/(S)

To,
The Authorised Officer,
Phoenix ARC Limited,
Trustee of Phoenix Trust FY22-16,
Mumbai – 400057.

Sub.: Auction Sale of Property mortgaged in loan account of Proview Infrastructure Private Limited - Final bid quoted during e- Auction - Sale of Property by Phoenix ARC 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 of Phoenix ARC Limited, through the website of C1 India Private Limited 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, Phoenix ARC Limited, acting in capacity of Trustee for Phoenix Trust FY 22-16 mentioned in the Sale Notice just after availing training on e-Auction with a copy to support@bankeauctions.com