



INTERNATIONAL ASSET RECONSTRUCTION COMPANY PVT. LTD.

A-601/602/605, 6th Floor, 215 Atrium, Kanakia Spaces, Andheri Kurla Road,
Andheri (E), Mumbai - 400 093.

PUBLIC NOTICE FOR SALE OF LEASEHOLD RIGHTS OF PHOENIX ALCHEMY PVT. LTD. (In Liqn) IN RESPECT OF PLOT NO. A-211, SITUATED AT M.I.D.C. PAWNE, NAVI MUMBAI UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 ("SARFAESI ACT")

Whereas Bank of Baroda has assigned the debt due to it from Phoenix Alchemy Pvt. Ltd (in Liqn.) ("Borrower") along with the underlying securities in favour of International Asset Reconstruction Company Private Limited acting in its capacity as the Trustee of IARC-BOB-01/07 Trust ("IARC").

Whereas the Authorised Officer ("AO") of IARC had issued notice under the provisions of section 13(2) of the SARFAESI Act and, inter alia, called upon the borrower and guarantor(s) to pay the amounts under the said notice, within 60 days of receipt of the said notice and the borrower and guarantor(s) failed and neglected to comply with the said demand. Pursuant to the failure to pay the amounts demanded the Authorised Officer has taken possession of the property more particularly described herein below after complying with the provisions of the SARFAESI Act.

In exercise of the powers conferred under section 13(4) of the SARFAESI Act, read with the Rules therein, the undersigned has decided to sell, by E-auction, the property as mentioned herein below on "AS IS WHERE IS AND WHAT IS BASIS". The said property is charged as security for advances made to it by Maharashtra State Financial Corporation on a first charge basis and by IARC on a second charge basis. The dues in respect of IARC are Rs.18,22,59,472.65 due as on 15th March 2012 along with further interest of 12% per annum from 16th March 2012 till full realization of the said amount along with incidental expenses, cost, charges, etc.

Sale shall only be by way of an E-auction through the website/portal of **M/s. E-procurement Technologies Limited (Auction Tiger)** at <https://sarfaesi.auctiontiger.net>. The public at large is hereby invited to bid in the said e-auction. The EMD Amount is payable by way of NEFT/RTGS in the account of IARC at Mumbai viz. "IARC-BOB-01-07 Trust", Account No. **06312010000390 with Kotak Mahindra Bank Limited, Kalina, Mumbai, Branch with IFSC Code No: KKBK0000631**. Duly filled and signed copy of Terms and Conditions dated 5th March 2018, PAN/Aadhar card and Address and Id Proof shall be uploaded with the online offer and EMD remittance details on the website/portal <https://sarfaesi.auctiontiger.net>. Apart from uploading the documents, the physical signed and/or stamped Terms and Conditions dated 5th March 2018 shall be sent to IARC at the address mentioned above, along with details of payment and KYC documents so as to reach the office of IARC by 5.00 p.m. on 26th March 2018.

Particulars of Assets	Reserve Price	EMD	Encumbrance
Leasehold rights in respect of all that piece and parcel of land hereditaments and premises bearing Plot No. A-211, in TTC Industrial area, Pawne MIDC, Navi Mumbai, District Thane containing by admeasurements 5,700 sq. mtrs or thereabouts and building structures admeasuring approx. 17850 Sq. Ft. along with 9 storage tanks at Ground Level (i) 3 Nos. having 250 KL capacity each and (ii) 6 Nos. having 600 KL capacity each; and 2 tanks below ground level with capacity of 25 KL each.	Rs. 900.00 Lacs	Rs. 90.00 Lacs	Property tax outstanding Rs. 2,02,21,308/- as on 31 st March 2018

Inspection of assets at site	15 th March 2018 between 10.00 am to 1.00 pm
Last date of uploading Bid documents / Details	26 th March 2018 upto 5.00 pm at the above website
Date and time of E-Auction	27 th March 2018 from 11.00 am to 12.00 noon. The end time of auction will be extended by 5 minutes each time a bid is made within last 5 minutes of E-Auction
Bid Increment amount	Rs. 1,00,000/- (Rupees One Lac Only) or in multiples

The successful bidder is required to deposit 25% of final purchase price minus EMD Amount on the next working day by way of RTGS/NEFT in the account of IARC as detailed above. The balance 75% of final purchase price shall be deposited by way of RTGS/NEFT within 15 days from the date of sale in the same account as above. The refund of EMD to the unsuccessful bidders shall be made only in the account number mentioned by such bidder in the Bid/tender form within 3 working days.

Terms and Conditions:

- The Terms and Conditions of sale are also available on website/portal <https://sarfaesi.auctiontiger.net> and www.iarc.co.in. For any details with respect to any help, procedure and online training in respect of the auction process please contact **Mr. Tilak Marathe (M) 9067799646**, E-Mail ID: tilak@auctiontiger.net & maharashtra@auctiontiger.net **Mr. Vijay Shetty (M) 09619002437** Email ID: vijay.shetty@auctiontiger.net, (079) 40230823/830/812/813/814/815/816. For any other details, regarding the property please contact **022-6218 5110/16** or **09820607140**.
- Offers not received in Bid form and/or after the prescribed date are liable to be rejected. The Property will not be sold below the reserve price mentioned in the Schedule. No conditional Bid will be accepted.
- The said Property may also have certain other outstanding liabilities, apart from the property tax mentioned above, which are to be met by the purchaser and which will be over and above the purchase consideration. The purchaser will be responsible for meeting these liabilities, if and when it arises and IARC will not be liable to meet any such liabilities whatsoever.
- The bid will be awarded to the highest bidder. However, the undersigned has the absolute right and discretion to accept or reject any bid without assigning any reason.
- IARC/AO reserves the right to cancel or postpone the auction or reject any Bid/offer without assigning any reason. IARC/AO reserves the right to modify any terms or condition of E auction without prior notice.
- This is also a notice to the Mortgagor/Borrower that the auction shall proceed, if the dues are not paid in full before the date of e auction.
- It may please be noted that in case of any discrepancy/inconsistency between notice published in English and in Marathi, then the contents of the notice published in English shall prevail.

Place : Mumbai
Date : 8th March, 2018

For International Asset Reconstruction Company Private Limited
acting in capacity as the Trustee of the IARC-BOB-01/07 Trust

Sd/-
Authorised Officer



INTERNATIONAL ASSET RECONSTRUCTION CO. PVT. LTD.

A-601/602/605, 6th Floor, 215 Atrium, Kanakia Spaces, Andheri Kurla Road, Andheri (E), Mumbai – 400093
www.iarc.co.in

TERMS AND CONDITIONS

PUBLIC NOTICE FOR SALE OF LEASEHOLD RIGHTS OF PHOENIX ALCHEMY PVT. LTD. (In Liqn) IN RESPECT OF PLOT NO. A-211,SITUATED AT M.I.D.C. PAWNE, NAVI MUMBAI UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 ("SARFAESI ACT")

**Issued by
 The Authorised Officer,
 International Asset Reconstruction Co. Pvt. Ltd. acting in its capacity as Trustee of
 IARC-BOB-01/07 Trust.**

S N A P S H O T

Particulars of Property of Phoenix Alchemy Pvt. Ltd. (In Liqn)	Reserve Price (In Rs)	EMD (In Rs)	Encumbrance
Leasehold rights in all that piece and parcel of land bearing Plot No. A-211, in Trans Thane Creek Industrial Area of MIDC, within village limits of Pawne, in the Taluka and Registration Sub-District Thane, District Thane containing by admeasurements 5,700 sq. mtrs or thereabouts and building structures admeasuring approx. 17850 Sq. Ft. and bounded as follows: <ul style="list-style-type: none"> • On or towards the North by MIDC Land • On or towards South by Plot No. A-2 • On or towards the East by Road • On or towards the West by MIDC land The site also has the following storage tanks: <ul style="list-style-type: none"> a) 9 Nos. MS Tanks situated at Ground Level: <ul style="list-style-type: none"> i. 3 Nos. having 250 KL capacity each. ii. 6 Nos. having 600 KL capacity each b) 2 tanks below ground level with capacity of 25 KL each. 	9,00,00,000/-	90,00,000/-	Property tax outstanding Rs. 2,02,21,308/- as on 31 st March 2018
INSPECTION	15 th March 2018 between 10.00 am to 1.00 pm at the property site		
LAST DATE OF SUBMITTING BID	26 th March 2018 upto 5.00 p.m. at https://sarfaesi.auctiontiger.net		
EARNEST MONEY DEPOSIT (EMD) REMITTANCE	10% of Offer/Bid amount through NEFT/RTGS in favour of "IARC-BOB-01-07 Trust", Account No. 06312010000390 with Kotak Mahindra Bank Limited, Kalina, Mumbai, Branch with IFSC Code No: KKBK0000631		
DATE AND TIME FOR ONLINE AUCTION	27 th March 2018 from 11.00 am to 12.00 noon. The end time of auction will be extended by 5 minutes each time a bid is made within last 5 minutes of E-Auction.		
BID INCREMENT AMOUNT	Rs. 1,00,000/- (Rupees One Lac Only) or in multiples		
CONTACT NOS. FOR DETAILS	i) For any details with respect to any help, procedure and online training in respect of the auction process please contact Mr. Tilak Marathe (M) 9067799646 , E-Mail ID: tilak@auctiontiger.net & maharashtra@auctiontiger.net Mr. Vijay Shetty (M) 09619002437 Email ID: vijay.shetty@auctiontiger.net , (079) 40230823/830/812/813/814/815/816. ii) For any other details regarding the property please contact 022-6218 5110/16 or 09820607140 .		
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8th March 2018



INTERNATIONAL ASSET RECONSTRUCTION CO. PVT. LTD.

**A-601/602/605, 6th Floor, 215 Atrium, Kanakia Spaces,
Andheri Kurla Road, Andheri (E), Mumbai – 400093**

www.iarc.co.in

Date: **8th March 2018**

M/s. _____

I. INTRODUCTION

Bank of Baroda sanctioned certain credit facilities to Phoenix Alchemy Pvt. Ltd (in Liqn) ("Borrower") which was inter alia secured by way of charge over the property as detailed herein below. The said debt along with underlying securities was assigned by Bank of Baroda to International Asset Reconstruction Co Pvt. Ltd. acting in its capacity as Trustee of IARC-BOB-01/07 Trust ("IARC").

Sealed bids are invited by the Authorised Officer of IARC ("AO") for sale of the property of the Borrower as more particularly detailed herein below herewith on "AS IS WHERE IS AND AS IS WHAT IS BASIS".

A. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires the following terms shall have meaning given to them herein below:

- a. Bidder:** Any party intending to participate in the auction process and intending to purchase the property.
- b. Bank Account:** Account maintained by IARC being "IARC-BOB-01-07 Trust", Account No. 06312010000390 with Kotak Mahindra Bank Limited, Kalina, Mumbai, Branch with IFSC Code No: KKBK0000631.
- c. E-Auction Service Provider:** IARC's approved E auction service provider viz. **M/s. E-procurement Technologies Limited.**
- d. Property:** Leasehold rights in respect of all that piece and parcel of land known as *Plot No. A-211, in Trans Thane Creek Industrial Area of MIDC, within village limits of Pawne, in the Taluka and Registration Sub-District Thane, District Thane containing by admeasurements 5700 sq. mtrs or thereabouts with building structures admeasuring approx. 17850 Sq. Ft. and storage tanks* as more particularly mentioned in **Annexure - 'III'**
- e. Purchaser:** Bidder who has been declared as successful and in whose favour the bid is awarded.
- f. Seller:** IARC a secured creditor of the Borrower in whose favour the said property belonging to the Borrower, is charged and is having the right/power to sell the said property.

I. GENERAL TERMS AND CONDITIONS OF THE SALE

- 1.1. The Property will be sold by an Electronic Public Auction conducted by E Auction Service Provider at the web portal

<https://sarfaesi.auctiontiger.net> between **11.00 am to 12.00 noon** on **27th March 2018**. The online E Auction bid form and Terms and Conditions dated 8th March 2018 of the E Auction are available at the website <https://sarfaesi.auctiontiger.net> and www.iarc.co.in. The E-Auction /bidding of the said Property would be conducted exactly on the scheduled date and time by way of inter-se bidding amongst the Bidders. Bidders are advised to go through the website <https://sarfaesi.auctiontiger.net> for detailed terms and conditions of E-Auction sale, online E-auction bid application form, Declaration etc. before submitting their bids for taking part in the E-Auction.

- 1.2. For participating in E-Auction the Bidder should register their details with the E-Auction Service Provider at <https://sarfaesi.auctiontiger.net> well in advance and get the User ID and password required for participating in the E Auction.
- 1.3. The Bidders are advised to ensure complete knowledge of how the online auction will be conducted from the E-Auction Service Provider prior to the date of auction and proper internet connectivity at the time of auction being conducted.
- 1.4. The Property offered for sale is on **"AS IS WHERE IS AND AS IS WHAT IS BASIS"**. Neither IARC nor the AO undertake any responsibility to produce any permission / NOC etc. in respect of the Property. The Property is sold with all known and unknown encumbrances.
- 1.5. The measurements indicated, if any, are purely indicative & without any guarantee and IARC/AO shall not entertain any claim / complaint from the Purchaser/Bidder for any deficiency in measurement / size / number etc. for recovery of whole or any part of the bid / purchase consideration, loss of profit/ interest, damages etc.
- 1.6. The said property is charged by the Company as security for the advances made to it by Maharashtra State Finance Corporation (MSFC) on first charge basis and in favour of IARC on second charge basis. The original title deeds are deposited with MSFC and IARC has obtained order from the Hon'ble Debts Recovery Appellate Tribunal, Mumbai for sale of the said Property vide order dated 10th October 2017 passed in Misc. Application No. 874 of 2017 in Appeal No. 65 of 2016. The sale proceeds will be distributed amongst the lenders as per the priority subject to the provisions of Section 529A of the Companies Act.
- 1.7. The said Property has outstanding property tax dues of Navi Mumbai Municipal Corporation aggregating to a sum of Rs. 2,02,21,308/-as on 31st March 2018 and shall be borne by the Purchaser. IARC/AO will not be liable to meet the said liabilities.
- 1.8. The said Property may have certain liabilities attached to it, apart from those mentioned at Para 1.6 and 1.7 hereinabove, which are to be met by the Bidder/Purchaser and which will be over and above the purchase consideration. The Bidders may carry out their independent due-diligence in respect of likely liabilities pertaining to the said Property before submitting the bid at their own cost. It may be noted that the Bidder will be responsible for meeting any and all liabilities if/when they arise and IARC or the AO will not be liable to meet any such liabilities whatsoever. Any bid / offer made shall be deemed to have been submitted after complete satisfaction of title thereof and/or all claims there against and due and proper inspection of the said Property and the Bidder shall not be entitled to make any representation

or raise any query / objection against IARC or the AO as to the title or condition of the said Property or any part thereof of any liabilities / encumbrances / dues / taxes / levies irrespective as to whether disclosed or undisclosed.

- 1.9. The leasehold rights in respect of the said land as described at Annexure-“III” cannot be used for any purpose except as a manufacturing unit and cannot be used for any other purpose without the prior written permission from MIDC. It cannot be used for setting up of ‘obnoxious industries’, as defined by MIDC. IARC will not be responsible or liable in any manner to obtain consent from MIDC and the purchaser will purchase the leasehold rights at his own risk and responsibility.
- 1.10. The information in respect of the said Property, including the description as per Annexure – “III” is to the best of knowledge of IARC / AO who, however, shall not be responsible for any error or omission or mis-statement in the said particulars. The Bidders are required to verify the same for their own interests before submitting the bids / offer.
- 1.11. The reserve price fixed for the sale of the said Property is a sum of Rs. 9,00,00,000/- (Rupees Nine Cores Only) and the EMD payable is a sum of Rs.90,00,000/- (Rupees Ninety Lacs Only) or 10% of the Bid amount whichever is higher.
- 1.12. The Bidder(s) should thoroughly satisfy themselves about the nature, conditions and quality of the said Property. IARC/AO gives no guarantee or warranty as to the conditions of the said Property / assets/material or/its quality of fitness for any specific purpose or use. It should be clearly understood that no claim / complaint about the quality /conditions / fitness for use will be entertained by IARC/AO.
- 1.13. The Bidders may participate in E-Auction for bidding from their place of choice. Proper internet connectivity shall have to be ensured by intending Bidder himself. IARC/E Auction Service Provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
- 1.14. Bids accompanied by short EMD and / or with their own conditions are liable to be rejected / ignored summarily. AO or IARC shall not be responsible for delay in uploading, late receipt or loss of Bid documents/offer due to any reason.
- 1.15. The contract shall be treated as having been entered into as soon as the Confirming Email is issued by E-Auction Service Provider/AO/IARC to the successful bidder and the period of contract shall be of 15 days from the date of such acceptance.
- 1.16. In case of any doubt regarding the bid documents and/or auction process, the decision of the AO will be final.

II. ELIGIBILITY

- 2.1 The Bidder should:
 - a) be any person, registered trust, registered firm, registered co-operative society, private limited company, public limited company, LLP, partnership firm registered in India;
 - b) be legally competent to enter into contract as per prevailing laws;
 - c) be financially sound.

- 2.2 The Bidder has to satisfy the AO about his financial capacity to meet the bid price.
- 2.3 IARC may also consider a bid submitted by a consortium of persons/companies. It is, however, made clear that there should be no change in the consortium structure during the finalization of the bid right up to the stage of depositing the bid amount in full with IARC. If there are any changes in the consortium structure, AO reserves the right to cancel the sale. However, the financial arrangement between the parties should be specified in the bid documents. No bid by a Consortium/Partnership/ Company shall be entertained if the opinion of the AO is that it can lead to reduction in competition.
- 2.4 In case the bid is jointly submitted by one or more persons, the share of each person in the bid should be specifically mentioned in the bid document. In case no sharing is mentioned in the bid documents as required, all joint bidders will be assumed to have an equal share and the same shall be considered as final for issuance of sale certificate.

III. MODE OF SUBMISSION OF BID:

- 3.1 All bids must be submitted in the prescribed form along with all required documents by online mode only. The bid must be submitted on or before the appointed date and time. The Bidders are advised to go through the website <https://sarfaesi.auctiontiger.net> for detailed terms and conditions of E-Auction sale, online E-Auction bid application form, Declaration etc., before submitting their Bids for taking part in the E-Auction sale proceedings.
- 3.2 The Terms and Conditions along with Annexures thereto must be signed at each and every page. The Bidder, if a company, partnership firm, LLP or any body corporate should affix the stamp of the company, partnership firm or any body corporate and signed by the duly authorized signatory on every page.
- 3.3 Duly filled and signed copy of the Terms and Conditions dated 8th March 2018 along with all documents and details regarding remittance of EMD shall be entered in the bid form as below, shall be scanned and uploaded at <https://sarfaesi.auctiontiger.net>:
- a) UTR Number of payment of EMD along with bank details;
 - b) Terms and Conditions of the Auction, duly signed by the bidder/s on each page in token of having accepted the same in toto;
 - c) Proof of identification/Photo Id viz., Voter ID / Driving License / Aadhar Card/Passport etc.;
 - d) Current Address proof for communication and contact details;
 - e) PAN Card of the intending Purchaser;
 - f) Bank account details to which EMD to be returned.
- 3.4 No telex / telegraphic / faxed / e-mail Bids/offers will be accepted.
- 3.5 The Bidder shall forward the original of the duly filled and signed Terms and Conditions dated 8th March 2018 to IARC at **A-601/602/605, 6th Floor, 215 Atrium, Kanakia Spaces, Andheri Kurla Road, Andheri (E), Mumbai – 400 093** along with details of payment and KYC documents, as detailed herein above, in a sealed cover with "BID DOCUMENTS A/C Phoenix Alchemy Pvt. Ltd. (In Liqn)" mentioned at the top. The signed Terms and Conditions shall reach the office of IARC latest by 5.00 p.m. on 26th March 2018. Bidder

sending their documents by post/courier will do so solely at their own risk and IARC will not be responsible for any loss in transit or postal/courier delay. The AO may accept any bid after the prescribed date and time at his sole discretion.

- 3.6 Incomplete bid, bids lesser than the Reserve Price or bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of Auction / Bid Document are liable to be rejected summarily.

IV. INSPECTION:

- 4.1 The said property may be inspected at the site on **15th March 2018**, between **10 a.m. to 1.00 p.m.** in the presence of AO and/or his representative.

V. EARNEST MONEY DEPOSIT:

- 5.1 The bid should be accompanied with 10% of their offer amount towards EMD and deposited by way of NEFT / RTGS in Bank Account.
- 5.2 EMD in any other form, for example, Demand Draft /Pay order/ Cheque (including cheque made "good for payment"), Bank Guarantee, Bid Bonds, Call Deposit etc. will not be accepted.
- 5.3 EMD received by IARC from unsuccessful bidders will be returned within 3 working days. The EMD will not carry any interest. In case the bid is accepted as per the payment terms stipulated in the Terms and Conditions, the EMD paid by the successful Bidder shall be automatically adjusted towards purchase consideration as per the payment terms stipulated herein.
- 5.4 In case the bid is accepted and Purchaser refuses / fails to make further payment towards balance purchase consideration on any account, the EMD so deposited shall be forfeited without prejudice to the rights of IARC to claim such further damages in this regard without further reference to the bidder / purchaser.

VI. PROCESS OF E-AUCTION:

- 6.1 On the Scheduled date and time, the E Auction Service Provider will declare the Opening Bid amount which will be the highest bid received based on the EMD deposited and which shall be visible to all Bidders during the start of the E-Auction. Any bidder can start bidding, in the E-Auction, only above the Opening Bid. Hence, the first online bid that comes in the system during the online E-Auction shall be above the auction's Opening Bid, by increment of minimum Rs. 1,00,000/- (Rupees One Lac Only) or in multiples thereof. The second online bid and onwards will have to be higher than the first online bid by one increment value, or higher by multiples of the increment value.
- 6.2 The "Bid Increase Amount" has been fixed at Rs. 1,00,000/- (Rupees One Lac Only). The Bidders will have to increase the bid amount in the multiple of "Bid Increase Amount" only.
- 6.3 The Online Auction shall be open for 1 hour between 11.00 a.m. and 12.00 noon on 27th March 2018. If a Bidder places a bid in the last 5 minutes of closing of the E-Auction and if that bid gets accepted, then the E-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.

- 6.4 During E-Auction, if no bid is received within the specified time, IARC/AO at its discretion may decide to scrap the e-Auction process.
- 6.5 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
 - b) Bid placed by bidder
 - c) Minimum Increment Value.
 - d) The bid rank of bidder in the auction.
- 6.6 The bid once submitted, cannot be cancelled / withdrawn and the successful Bidder shall be bound to buy the said Property at the final bid price. The failure on part of the successful Bidder to comply with any of the terms and conditions of the E-auction notice and Terms and Conditions will result in forfeiture of the amount paid by the defaulting bidder.
- 6.7 Inter-se bidding will be permitted amongst the intended eligible Bidders whose bids are equal or higher than the reserve price and the highest bidder shall be declared as successful Bidder by way of email. The bids shall be increased in multiples of Rs 1,00,000/- (Rupees One Lacs only). The AO shall be entitled to retain the highest bid received for a period not exceeding 15 days before confirming the sale.
- 6.8 The last valid bid at the time of closing of the online auction shall be considered to be the Successful Bidder unless otherwise decided by the AO. The Successful Bidder shall be intimated of the same by E Auction Service Provider/AO/IARC on closing of the auction by a Confirming E-mail. The date of sending the e-mail will be considered as the date of intimation.

VII. PAYMENT SCHEDULE:

- 7.1 All remittances shall be made by NEFT / RTGS in the Bank Account only.
- 7.2 EMD of the successful Bidder shall be adjusted against the purchase consideration on issue of Confirming E-mail.
- 7.3 The Purchaser shall deposit 25% of the purchase consideration less the amount of EMD in the Bank Account as soon as the auction is knocked down in his/her/its favour or within the next working day from the day of acceptance of the bid is conveyed to him in writing/email. On default of payment of the 25% of the purchase consideration or any part thereof, the EMD shall stand forfeited and the said Property will be offered to the next highest bidder.
- 7.4 The balance amount i.e. 75% of the purchase consideration is to be paid within 15 days from the date of acceptance of the bid in the said Bank Account. In the event of the Purchaser committing default in payment of the balance 75% of the purchase consideration or any part thereof within the stipulated period or within the period as may be agreed by the AO in writing, the monies paid by the Purchaser shall be forfeited by the AO. In any case, the EMD paid by the defaulting Purchaser will not be refunded. The defaulting

Purchaser shall not have any claims to the Property or to any part of the sum for which it may be subsequently sold.

- 7.5 The Purchaser has the option to give the full contracted amount (purchase consideration) in advance and before the prescribed time period.
- 7.6 The possession of the said Property will be handed over to Purchaser only after receipt of full purchase consideration amount.
- 7.7 All taxes/duties/fees/charges etc. as applicable and related to purchase of the said Property shall be borne by the Purchaser.
- 7.8 If for any reason, whatsoever the sale cannot be confirmed or is set aside by an order of any Court or Tribunal, then in that event the entire purchase consideration paid may be refunded to the Purchaser without interest.

VIII. SALES TAX, DUTIES, CESS AND OTHER LEVIES:

All the costs, charges, fees, duties, cess, taxes, arrears, etc. and any other type of levies as applicable and related to purchase of the said Property shall be borne by the Purchaser. Goods and Services Tax (GST) on the sale of the movables, as applicable, shall also be borne by the Purchaser over and above the purchase consideration. The bifurcation of the Purchase consideration between the immovable and movables will be in the ratio of 97.80% and 2.20% respectively. The decision of the AO in this respect shall be final and binding.

IX. DELIVERY PERIOD/ POSSESSION:

- 9.1 After receipt of full and final payment in lieu of the total purchase consideration of the said Property, IARC will issue two separate "**Certificates of Sale**" with respect to the said Property, as provided under the Security Interest (Enforcement) Rules 2002 of the SARFAESI Act, 2002 in favour of the Purchaser viz. (i) for the leasehold rights of the immovable property, building structures; and (ii) for the movables i.e. the storage tanks. No other deed and/or document will be issued. The Purchaser will take all necessary steps to take over the possession of the Property immediately. The possession of the said Property will be handed over to the Purchaser only after receipt of full purchase consideration amount.
- 9.2 The said Property shall remain at the risk of the Purchaser from the time of acceptance of the bid/ offer and the AO will not be put under any liability for safe custody or for the preservation thereof from that date.

X TERMINATION / BREACH OF CONTRACT:

In the event of non-fulfillment of the terms and conditions of the bid and matters related thereto, by the Purchaser, IARC shall have the liberty to cancel the contract with immediate effect, in which case, the EMD along with any other amount paid shall stand forfeited.

XI. FORCE MAJEURE:

- 11.1 IARC shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, distilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour, acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid

causes or not and the existence of such cause or consequence may operate at the sole discretion of IARC to extend the time of performance on the part of IARC by such period as may be necessary to enable IARC to effect performance after the cause of delays will have ceased to exist.

- 11.2 The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

XII. GENERAL INFORMATION:

- 12.1 It should be noted by the Bidder(s) that by entering into this contract IARC is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.

- 12.2 IARC shall have the right to issue addenda to Terms and Conditions to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form a part of original Terms and Conditions.

- 12.3 All written communications, notices and processes shall be deemed to have been duly delivered and served upon the Bidder/Purchaser by addressing the same at such address and/or sending the same to such email id as mentioned in the online bid Application Form attached hereto being part of this document. If no intimation reaches, bidders are expected to find out status of their bids from IARC. Non receipt of intimation will not be considered as a reason for default / non-payment.

- 12.4 In case offer is not accepted, the Bidders shall not be entitled to claim any costs, charges, expenses incidental to or incurred by the Bidders through or in connection with the submission of the offer/bid even though IARC may elect to withdraw the invitation to bid. Should all invitations to bid be withdrawn or cancelled by IARC for which IARC shall have the right to do so at any time, the EMD paid by the Bidders with the bid will be refunded to them in due course, without interest.

- 12.5 The Bidders shall have no right to issue addenda to bid documents to clarify, supplement or delete any of the conditions/clauses or items stated therein.

- 12.6 Unless otherwise specified all rates and prices in the bid form should be quoted both in figures and in words. Bids containing overwritten or erased rates are liable to be rejected.

- 12.7 The Bidders shall note that the above Terms and Conditions of Auction may be altered by the IARC/AO, if necessary.

- 12.8 Intending bidder(s) may obtain any clarification required before bidding. Submission of bid implies the Bidder has obtained all the clarifications required and that he has unconditionally agreed to and accepted all Terms and Conditions of the bid herein specified.

- 12.9 The decision of the AO in the matter, arising out of this sale, shall be final in regard to all matters relating to the contract.

- 12.10 All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate court having jurisdiction in Mumbai.

- 12.11 Bidders must ensure the following while submitting the bid :-

(A) ALL DOCUMENTS AS LISTED HEREINABOVE AT PARA 3.3 SHOULD BE DULY FILLED AND PROPERLY UPLOADED AT THE TIME OF SUBMITTING THE BID.

(B) THAT THE BID SHOULD BE FILLED IN THE FORMAT OF BID ENCLOSED AT **ANNEXURE – I and II.**

(C) THAT EVERY PAGE OF BID DOCUMENT IS DULY SIGNED BY THE BIDDER BEFORE SUBMITTING THE BID.

(D) THAT ALL ALTERATIONS, ERASURE(S) AND OR OVER-WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE BIDDER'S SIGNATURE.

12.12 Bidders should state whether he/she is a relative of any Director(s) of IARC or Bidder is a firm in which Director(s) or his relative of IARC is a partner or bidders is a company in which Director of IARC or his relatives are member(s) or Director(s).

XIII. The Bid Document and Letter of application & intent are enclosed at **Annexures I & II.**

XIV. **CONTACT DETAILS:**

For any query with respect to E Auction Process:

M/s. E-procurement Technologies Limited

Contact Nos. ((079) 40230823/830/812/813/814/815/816.

Contact Persons Mr. Tilak Marathe (M) 9067799646 and Mr. Vijay Shetty (M) 09619002437

E-Mail ID: tilak@auctiontiger.net, maharashtra@auctiontiger.net or vijay.shetty@auctiontiger.net,

Visit Website: <https://sarfaesi.auctiontiger.net>

For any other detail:

International Asset Reconstruction Company Pvt. Ltd.

Contact Nos. 022-6218 5110/5116 or 09820607140.

Address: A-601/602/605, 6th Floor, 215 Atrium, Kanakia Spaces, Andheri Kurla Road, Andheri (E), Mumbai – 400093

Visit Website: <http://www.iarc.co.in>

ANNEXURE – I

(On Letter head of the applicant including full Postal Address, Telephone No., Fax No./ Telex, E-mail / Cable Address)

B I D

The Authorised Officer,
International Asset Reconstruction Co. Pvt. Ltd.
acting in its capacity as Trustee of IARC-BOB-01/07 Trust.
A-601/602 & 605, 215 Atrium,
Kanakia Spaces, Andheri Kurla Road,
Andheri (E), Mumbai – 400093,

Subject: Bid for purchase of Leasehold rights in all that piece and parcel of land bearing Plot No. A-211, in Trans Thane Creek Industrial Area of MIDC, within village limits of Pawne, in the Taluka and Registration Sub-District Thane, District Thane containing by admeasurements 5,700 sq. mtrs or thereabouts and building structures admeasuring approx. 17850 Sq. Ft. and storage tanks (said Property).

1	Particulars of the Bidders		
1.1	Full name of the bidders (in block letters)	:	
1.2	Applicant’s registered office/ place of business Address Telephone No. Fax No. E-Mail No.	:	
1.3	Whether the bidders is competent to contract under Indian Contract Act, 1872 as per Foreign Exchange Regulation Act, 1973/ Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)	:	YES/NO
2	Constitution of Bidder (Tick whichever is applicable)	:	Public Limited Company Private Limited Company Partnership Individual/ Sole Proprietary Jointly (sharing details _____) Others (specify) _____ (Furnish documents in support)
3	Particulars of Bid		

3.1	The price offered For said property	:	Rs. _____/- (Rupees _____ _____)
3.2	Bank Name from which EMD is remitted	:	
3.3	UTR No.	:	
3.4	Date of EMD remittance	:	
3.5		:	The above price offered is exclusive of any liabilities as mentioned in the bid document, which are to be paid by the purchaser.
3.6	Documents attached to Bid	:	a) Terms and Conditions of the Auction duly signed b) Proof of identification/Photo Id (copy of any one): 1) Voter ID 2) Driving License 3) Passport etc. 4) Other _____(pls Specify) c) Current Address proof for communication and contact details; d) PAN Card of the intending Purchaser
4.	Details for return of EMD Amount		
4.1	Name of Account	:	
4.2	Account No.	:	
4.3	IFSC Code	:	
4.4	Bank and Branch Details	:	

Certified that:-

- (i) In case our offer is accepted and if we fail to pay the amount in the manner to be specified by IARC in the Bid Document, the amount of Earnest Money and any further installments paid by us under this offer shall stand absolutely forfeited by IARC.
- (ii) This offer is valid for a period of 15 days from the closing date of the bid.
- (iii) I/We agree to abide by the decision of the Authorised Officer, IARC.
- (iv) I/We have read and understood terms and condition of the bid and

hereby unequivocally and unconditionally accept the same.

- (v) I/We have inspected the said property for which bid is being submitted. I/We here accept all the terms and conditions as mentioned in Bid Document.
 - (vi) I/We are also aware and confirm that IARC or its Authorised Officer have not made any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to liabilities, encumbrances and dues. We have ascertained all liabilities, encumbrances and dues and have carried out our own due diligence for before submitting the bid / offer. IARC or its Authorised Officer is not liable for anything pertaining to the same.
4. I/We hereby declare that the information stated hereinabove is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Authority to reject our bid and/or to cancel the award of sale.

Date :

Applicant's Signatures :

Full Name :

Designation :

Name of the Company :

Address of the Company :

(On Letter head of the applicant including full Postal Address, Telephone No., Fax No./ Telex, E-mail / Cable Address)

Letter of Application & Intent

Date:

The Authorised Officer,
International Asset Reconstruction Co. Pvt. Ltd.
acting in its capacity as Trustee of IARC-BOB-01/07 Trust.
A-601/602 & 605, 215 Atrium,
Kanakia Spaces, Andheri Kurla Road,
Andheri (E), Mumbai – 400093,

Subject: Bid for purchase of Leasehold rights in all that piece and parcel of land bearing Plot No. A-211, in Trans Thane Creek Industrial Area of MIDC, within village limits of Pawne, in the Taluka and Registration Sub-District Thane, District Thane containing by admeasurements 5,700 sq. mtrs or thereabouts and building structures admeasuring approx. 17850 Sq. Ft. and storage tanks (said Property).

Sir,

1. Being duly authorized to represent and act for and on behalf of _____ (herein the Bidder), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby apply as a bidders for the purchase of said property according to the terms and conditions of the offer made by IARC.
2. Bid is given in Annexure – I along with the attachments, duly filled and signed on each page.
3. IARC / its Authorized Officer (AO) is hereby authorized to conduct any inquiry/ investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Applicant.
4. IARC / its Authorized Officer may contact the following persons for any further information :-

Name of the Person/s :

Address _____

Email id: _____

Phone No. _____ Fax No. : _____

- 5. This application is made with full understanding that :
 - a) Bids will be subject to verification of all information submitted at the time of bidding.
 - b) The Authorised Officer of IARC reserves the right to reject or accept any Bid, cancel the bidding process, and/or reject all Bids.
 - c) The Authorised Officer of IARC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.

- 6. I/We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.

- 7. We have read the terms and conditions of the offer detailed in Bid document and are willing to abide by them unconditionally.

- 8. The offer made by us is valid for 15 days.

Name _____

Name _____

For and on behalf of

For and on behalf of

(Name of Bidder)

(Name of Bidder)

DESCRIPTION OF PROPERTY OF PHOENIX ALCHEMY PVT. LTD. (IN LIQ)

A] DETAILS OF LAND

Leasehold rights in respect of all the piece and parcel of land bearing Plot No. A-211, in Trans Thane Creek Industrial Area of MIDC, within village limits of Pawne, in the Taluka and Registration Sub-District Thane, District Thane containing by admeasurements 5700 sq. mtrs or thereabouts and bounded as follows:

- On or towards the North by MIDC Land
- On or towards South by Plot No. A-2
- On or towards the East by Road
- On or towards the West by MIDC land

B] DETAILS OF IMMOVABLE STRUCTURE :

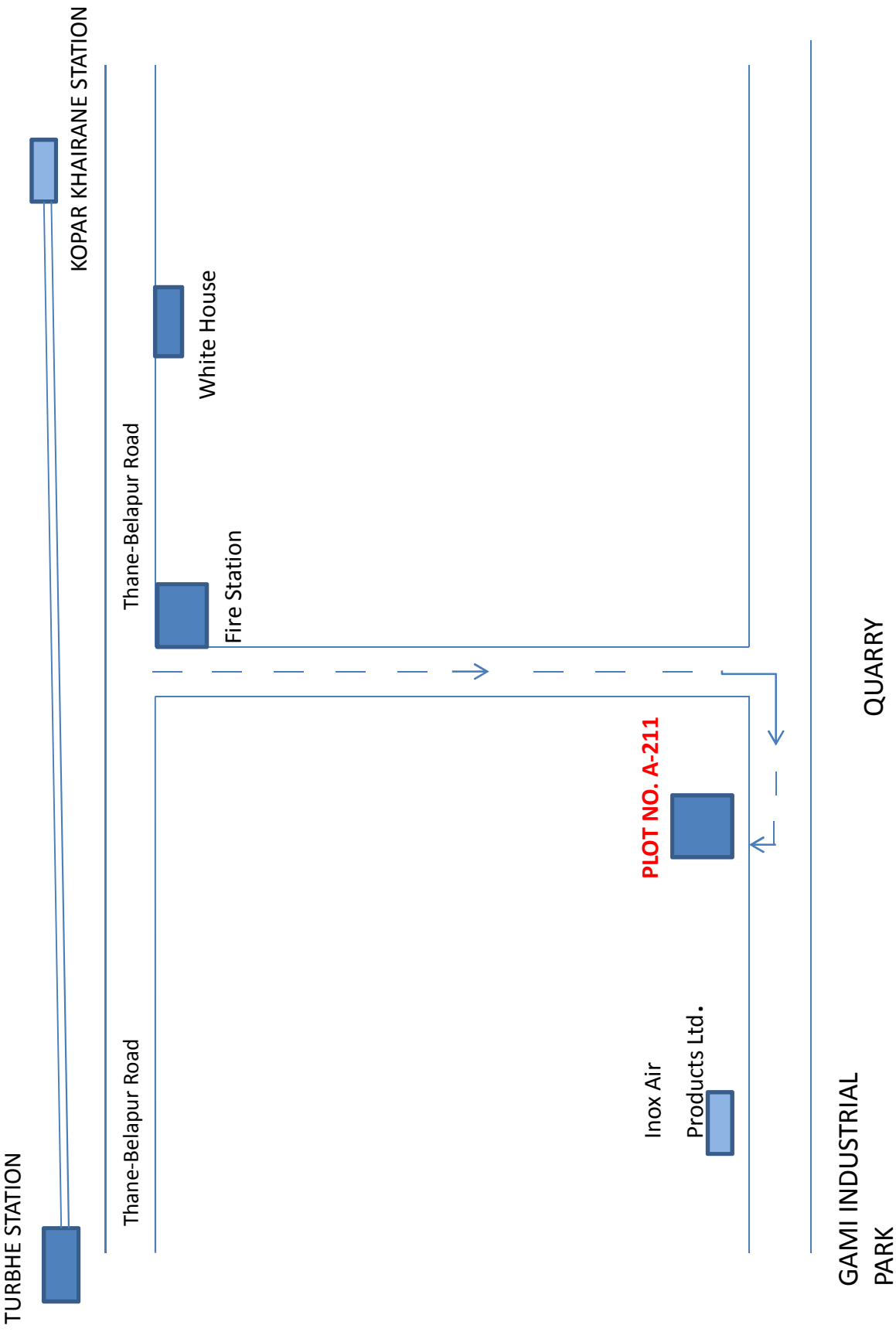
Building structure:

R.C.C framework structure comprising of Ground floor (divided into three parts) and two Upper Floors bearing total area of construction admeasuring approximately 17,850 Sq. Ft.

C] DETAILS OF MOVABLES:

Storage Tanks- 11 Nos.

- i. 9 Nos. MS Tanks situated at Ground Level:
 - a) 3 Nos. having 250 KL capacity each.
 - b) 6 Nos. having 600 KL capacity each
- ii. 2 tanks below ground level with capacity of 25 KL each.



DIRECTIONS TO PLOT NO. A-211