

ONLINE E – AUCTION SALE OF ASSET**Phoenix ARC Private Limited**

Regd. Office: Dani Corporate Park, 5th Floor, 158, C.S.T Road, Kalina, Santacruz (E), Mumbai -400098,
Tel: 022- 6849 2450, **Fax:** 022- 6741 2313, **CIN:** U67190MH2007PTC168303, **Email:** info@phoenixarc.co.in,
Website: www.phoenixarc.co.in

PUBLIC NOTICE FOR ONLINE E- AUCTION

In exercise of the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) read with Rules 8 & 9 of Security Interest (Enforcement) Rules, 2002 (RULES) and pursuant to the possession of the secured asset of the borrower, mortgagor and guarantors mentioned hereunder vested with the Authorised Officer under the said SARFAESI Act and RULES for recovery of the secured debts, the Authorised Officer has decided to sell the secured assets by auction sale.

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

ITEM NO. 1

Borrower	Ann Impex House of Spices represented by its partners Mr. Sabu Joseph and Mrs. Minu Joseph
Co-Obligant/Guarantors	1. Mr. Sabu Joseph; 2. Mrs. Minu Sabu; 3.Mrs. Thankamma Joseph
Details of Assignment	Assignor Bank - Karnataka Bank Limited, Trust - Phoenix Trust FY18-5; Date of Assignment – 27.09.2017
Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002	Rs.7,00,12,182.13/- (Rupees Seven Crores Twelve Thousand One Hundred and Eighty-Two and Paise Thirteen Only) as on 12.06.2016 together with further interest and other cost and charges and expenses from 01.06.2016 as per the notice dated 13.06.2016.

Property No. 1 Owned by Mrs. Minu Sabu.

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

Boundaries:

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

Property No. 2 Owned by Mr. Sabu Joseph:

(a) All that part and parcel of Land measuring 11 ares and 19 square meters (27.650 cents) Situated in Sy no. 407, 407/1, 402/1 Re-Sy.No.306/6 part) together with building Constructed there on situated at Vadakkumbhagam Village, Aluva Taluk, Sreemulanagaram Sub District, Ernakulam District

Boundaries:

East: property of Thanliyan	West: Property of Sabu Joseph & Saji Joseph
North: Property owned by Sabu Joseph & Saji Joseph & way mentioned in the document.	South: Poonja

(b) All that part and parcel of land measuring 4 ares and 5 square meters (10 cents), situated in Sy no. 407, 407/1, 402/1 (Re-Sy.No.306/6 part) together with building constructed there on situated at Vadakkumbhagam Village, Aluva Taluk, Sreemulanagaram Sub District, Ernakulam District

Boundaries:					
East: Way and remaining property of Joseph	West: Remaining Property of Joseph				
North: Remaining Property of Joseph	South: Thoppu				
(c) All that part and parcel of residential property land admeasuring 10 ares and 12 square meter (25.00 cents) together with Building Constructed thereon situated at Sy no. 407, 407/1 and 402/1, Re-Sy. No. 306/6. Block no. 28, Kanjoor Panchayat, Vadakkumbhagam Village Aluva Taluk, Sreemulanagaram Sub District Ernakulam District					
Boundaries:					
East: Panchayath road	West: Property of Joseph				
North: Property of Saji Joseph	South: Property of Sabu Joseph.				
Possession details	Physical Possession				
Date and Time of Inspection of Property	On Request				
Reserve Price	Property No. 1- Rs. 44,10,000/- (Rupees Forty-Four Lakhs Ten Thousand Only) Property No. 2- Rs. 1,17,00,000/- (Rupees One Crores Seventeen Lakhs Only)				
Earnest Money Deposit	Property No. 1- Rs. 4,41,000/- (Rupees Four Lakhs Forty-One Thousand Only) Property No. 2- Rs. 11,70,000 (Rupees Eleven Lakhs Seventy Thousand Only)				
EMD Remittance Details:	The Earnest Money must be deposited by way of RTGS/NEFT Favouring "PHOENIX TRUST FY18-5", <table border="1" style="width: 100%;"> <tr> <td>Bank Name: Kotak Mahindra Bank Limited</td> <td>Current Account No: 3312074424</td> </tr> <tr> <td>Branch: Kalina</td> <td>IFSC Code: KKBK0000631</td> </tr> </table>	Bank Name: Kotak Mahindra Bank Limited	Current Account No: 3312074424	Branch: Kalina	IFSC Code: KKBK0000631
Bank Name: Kotak Mahindra Bank Limited	Current Account No: 3312074424				
Branch: Kalina	IFSC Code: KKBK0000631				
Incremental Value	Rs.1,00,000/- (Rupees One Lakh Only) & in such multiple				
Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours				
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 a.m. to 12:00 noon				
Link for Tender documents:	https://phoenixarc.co.in?p=3883				
Encumbrances	Not Known				
ITEM NO. 2					
Borrower	Sha Rubber Company				
Personal Guarantors	Mr. Shaji Thomas				
Details of Assignment	Assignor – South Indian Bank Limited; Trust - Phoenix Trust FY17-8; Date of Assignment – 17.03.2017				
Amount due as per Section 13(2) Notice	Rs.3,70,81,782.21/- (Rupees Three Crores Seventy Lakhs Eighty-One Thousand Seven Hundred and Eighty-Two and Paise Twenty-One Only) as on 06.11.2015 together with further interest and other cost and charges and expenses as per demand notice dated 07.11.2015.				
Amount due as on 31-01-2023	Rs.9,22,20,463.77 (Rupees Nine Crores Twenty-Two Lakhs Twenty Thousand Four Hundred Sixty-Three and Seventy Seven Paise) plus further interest, charges and costs etc. at contractual rates till full realisation of debts due				
<u>Property Owned by Mr. Shaji Thomas:</u> All the part and parcel of vacant land admg. 08.094 ares (equivalent to 20 cents) and all other improvements therein comprised in Sy. No. 25/2 situated in Thachampara Village, Thachampara Desom, Mannarkkad, Palakkad District					
Possession details	Physical Possession				
Date and Time of Inspection of Property	On Request				
Reserve Price	Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only)				

Earnest Money Deposit	Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)	
EMD Remittance Details:	The Earnest Money must be deposited by way of RTGS/NEFT Favouring "PHOENIX TRUST FY17-8",	
	Bank Name: Kotak Mahindra Bank Limited	Current Account No: 0812529164
	Branch: Bandra East	IFSC Code: KKBK0001368
Incremental Value	Rs.50,000/- (Rupees Fifty Thousand Only) & in such multiple	
Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours	
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 a.m. to 12:00 noon	
Link for Tender documents:	https://phoenixarc.co.in?p=3885	
Encumbrances	Not Known	
ITEM NO. 3		
Borrower	Bhilai- Durg Waste Management (P) Ltd.	
Personal & Corporate Guarantors	Mr. Subash Menon, Mrs. Radhika Subhash, Kivar Holdings (P) Ltd., Kivar Urban Infra (P) Ltd. Kivar Environ (P) Ltd.	
Details of Assignment	Assignor – South Indian Bank Limited; Trust - Phoenix Trust FY17-8; Date of Assignment – 17.03.2017	
Amount due as on 31-01-2023	Rs.31,53,98,975.50/- (Rupees Thirty-One Crores Fifty-Three Lakhs Ninety-Eight Thousand Nine Hundred Seventy-Five and Fifty Paise Only) plus further interest, charges and costs etc. at contractual rates till full realisation of debts due	
Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Rs.11,00,53,525/- (Rupees Eleven Crores Fifty-Three Thousand Five Hundred and Twenty Five Only) as on 30.04.2015 along with further interest @14% per annum with monthly rests and penal interest @ 2% per annum from 01.05.2015 on the aforesaid amount together with incidental expenses, costs and charges etc.		
All that part and parcel of land measuring 2.1541 Hectors (2.239 Hectors as per possession Certificate), consisting of 1.1864 Hectors in Re-Sy.No. 469/4 (old Sy. No. 762), 0.0830 Hectors in Re-Sy. No. 470/6 (Old Sy. No. 748/1) & 0.8847 Hectors (0.9696 Hectors as per possession certificate) in Re- Sy. No.515/3 (Old Sy. No. 762/2) of Kozhinjampara Village, Chittur Taluk, Palakkad District and all other improvements and appurtenant rights thereon, owned by Mrs. Radhika Subash.		
Boundaries of 0.8847 (0.9696) Hectors East- Properties of Padmanabhan Nair North-Properties of Radhika South-Properties Rama Lingam West- Properties of Mohandas etc		
Boundaries of 0.0830 Hectors East- Properties of Nithyanadan North-Properties of Nithyanadan South-Properties Radhika Subash West- Properties of Radhika Subash		
Boundaries of 1.1864 Hectors East- Properties of Mahasakthi Mill North-Properties of Nithyanadan South-Road and Properties Radhika Subash West- Properties of Nithyanadan and Mohandas		
Possession details	In Symbolic Possession	
Date and Time of Inspection of Property	On Request	
Reserve Price	Rs.3,75,00,000/- (Rupees Three Crores Seventy-Five Lakhs Only)	

Earnest Money Deposit	Rs.37,50,000/- (Rupees Thirty Seven Lakhs Fifty Thousand Only)				
EMD Remittance Details:	The Earnest Money must be deposited by way of RTGS/NEFT Favouring “PHOENIX TRUST FY17-8”,				
	<table border="1"> <tr> <td>Bank Name: Kotak Mahindra Bank Limited</td> <td>Current Account No: 0812529164</td> </tr> <tr> <td>Branch: Bandra East</td> <td>IFSC Code: KKBK0001368</td> </tr> </table>	Bank Name: Kotak Mahindra Bank Limited	Current Account No: 0812529164	Branch: Bandra East	IFSC Code: KKBK0001368
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Branch: Bandra East	IFSC Code: KKBK0001368				
Incremental Value	Rs.50,000/- (Rupees Fifty Thousand Only) & in such multiple				
Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours				
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 a.m. to 12:00 noon				
Link for Tender documents:	https://phoenixarc.co.in?p=3887				
Encumbrances	Not Known				

ITEM NO. 4

Borrower	Sky High Motors Private Limited
Personal Guarantors	1.Mr. Madhavanunni T; 2. Mr. Unnikrishnan T; 3. Mrs. Jayashree C; 4. Mr. Mahesh Cherukat, 5. Mr. Dheeraj P.T
Details of Assignment	Assignor – South Indian Bank Limited; Trust - Phoenix Trust FY17-8; Date of Assignment – 17.03.2017
Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002:	Rs.17,59,46,895.10/- (Rupees Seventeen Crores Fifty-Nine Lakhs Forty-Six Thousand Eight Hundred Ninety Five and Paise Ten Only) together with further interest and other cost and charges and expenses as per the notice dated 03.05.2016

Property No. 1: Owned by Mr. Thalappil Madhavanunni:

All the part and parcel of 4.08 ares (about 10.10 cents) of land under Re. Sy. No. 254/4 of Ramanattukara Village, Kozhikode Taluk, Kozhikode District, and all rights and improvements therein and bounded as follows;

On the East: Panchayath Road	On the South: Remaining Property
On the West: Remaining Property	On the North: Remaining Property

Property No. 2: Owned by Mrs. Cherukattu Jayashree:

All the part and parcel of 25.30 ares (about 62.50 cents) of land under Re. Sy. No. 310/2 of Ramanattukara Village, Kozhikode Taluk, Kozhikode District, with all rights and improvements therein and bounded as follows:

On the East: Mullumaram Nilam and Edavazhy	On the South: Remaining property of Madhavanunni
On the West: Panchayath Road	On the North: Adukkathathazham Nilam and Road

Property No. 3: Owned by Mr. Thalappil Unnikrishnan:

All the part and parcel of 26.91 ares (about 66.50 cents) of land under Re. Sy. No. 10/1 of Perinthalmanna Village, Perinthalmanna Taluk, Malappuram District, with all rights and improvements therein and bounded as follows:

On the East: Kalbaramba Ohari	On the South: Property in the possession of Mankarathody Family
On the West: Kalbaramba Ohari in the possession of Radhakrishnan and Vijayan	On the North: Kalbaramba Ohari in the possession of Rarichan

Property No. 4 Owned by Mrs. Cherukattu Jayashree

All the part and parcel of 1.46 Acres of land in Survey No. 59/1A, 59/2 and 102/1,2, 96/1 situated in Perinthalmanna Village, Perinthalmanna Taluk, Malappuram District and bounded as follows:

For 0.37 acres & 0.39 acres (76 Acres)

East – Item No. 2	South – Property of Karayil Mammad
West – Property of Xavier , Mammy and Muhammedal and Road	North – Ohari Sthalam

For 0.59 acres, 0.07 acres and 0.04 acres (70)

East – Properties of Ponpalli , Abdullah and Kizhisseri Hamza	South – Property of Karayil Mammad
West – Item no. 1	North – Ohari Sthalam

Property No 5: Owned by Mr. Thalappil Madhavanunni

All the part and parcel of 17.4 ares (about 43 cents) of land under Re. Sy. No. 310/2 of Ramanattukara Village Kozhikode Taluk, Kozhikode District with residential buildings thereon and all rights and improvements therein and bounded as follows:

On the East: Mullumaram Nilam	On the South: Adukkathathazham Nilam
On the West: Panchayath Road	On the North: Remaining Properties

Property No. 6: Owned by Mr. Thalappil Unnikrishnan

All that part and parcel of 2.42 ares (about 6 cent) of land under Re. Sy. 104/3 of Perinthalmanna Village, Perinthalmanna Taluk, Malappuram District with a residential building and all rights and improvements therein and bounded as follows:

On the East: Remaining Properties	On the South: Remaining Property (Ohari Sthalam)
On the West: Way	On the North: Remaining Property (Ohari Sthalam)

Property No. 7: Owned by Mr. Puthiyedath Thekkethil Dheeraj

All that part and parcel of 38.50 cents of land under Re. Sy. No. 539/8 of Malappuram Village, Eranad Taluk, Malappuram District, with a residential building with all rights and improvements there in the name of Shri Puthiyedath Thekkethil Dheeraj, bounded as follows:

On the East: Way and property of Gopalkrishnan	On the South: Property of Gopalakrishnan
On the West: Property of Gopalkrishnan	On the North: Property of Raveendran

Possession details

Property Nos. 1 to 5 in Physical Possession & Property Nos. 6 & 7 in Symbolic Possession.

Date and Time of Inspection of Property

On Request

Reserve Price

Property No.1: Rs. 19,50,000/- (Rupees Nineteen Lakhs Fifty Thousand Only)

Property No.2: Rs. 1,22,00,000/- (Rupees One Crore Twenty-Two Lakhs Only)

Property No.3: Rs.1,08,00,000/- (Rupees One Crore Eight Lakhs Only)

Property No.4: Rs.2,45,00,000/- (Rupees Two Crore Forty-Five Lakhs Only)

Property No.5: Rs.1,01,00,000 (Rupees One Crore One Lakhs Only)

Property No.6: Rs.38,00,000/- (Rupees Thirty-Eight Lakhs Only)

Property No.7: Rs. 1,44,00,000/- (Rupees One Crore Forty-Four Lakhs Only)

Earnest Money Deposit

Property No. 1: Rs.1,95,000/- (Rupees One Lakh Ninety-Five Thousand Only)

	<p>Property No. 2: Rs.12,20,000/- (Rupees Twelve Lakhs Twenty Thousand Only)</p> <p>Property No. 3: Rs.10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only)</p> <p>Property No. 4: Rs.24,50,000/- (Rupees Twenty-Four Lakhs Fifty Thousand Only)</p> <p>Property No. 5: Rs.10,10,000/- (Rupees Ten Lakhs Ten Thousand Only)</p> <p>Property No. 6: Rs.3,80,000/- (Rupees Three Lakhs Eighty Thousand Only)</p> <p>Property No. 7: Rs.14,40,000/- (Rupees Fourteen Lakhs Forty Thousand Only)</p>				
EMD Remittance Details	<p>The Earnest Money must be deposited by way of RTGS/NEFT Favouring "PHOENIX TRUST FY17-8",</p> <table border="1"> <tr> <td>Bank Name: Kotak Mahindra Bank Limited</td> <td>Current Account No: 0812529164</td> </tr> <tr> <td>Branch: Bandra East</td> <td>IFSC Code: KKBK0001368</td> </tr> </table>	Bank Name: Kotak Mahindra Bank Limited	Current Account No: 0812529164	Branch: Bandra East	IFSC Code: KKBK0001368
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Branch: Bandra East	IFSC Code: KKBK0001368				
Incremental Value	Rs.1,00,000/- (Rupees One Lakh Only) & in such multiple				
Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours				
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 a.m. to 12:00 noon				
Link for Tender documents:	https://phoenixarc.co.in?p=3889				
Encumbrances	Not Known				
ITEM NO. 5					
Name of the Borrower	Keralait Fashion Jewellers Pvt Ltd.				
Name of Guarantors	Mr. Kuriakose Joseph, Mrs. Alekutty Joseph, Ms. Lejo K Joseph, Ms. Leji K Joseph, Mr. Bhu Datt, Mr. Balkishan				
Details of Assignment	Assignor – South Indian Bank Limited; Trust - Phoenix Trust FY17-8; Date of Assignment – 17.03.2017				
Amount due	Rs.2,83,96,140.93/- (Rupees Two Crores Eighty-Three Lakhs Ninety-Six Thousand One Hundred Forty and Paise Ninety-Three only) as on 31-10-2012 with further interest and penal interest as per demand notice dated 15-11-2012 issued under section 13(2) of the SARFAESI Act, 2002				
Possession details	In Physical Possession				
Date and Time of Inspection of Property	On Request				
Reserve Price	For Property No.1 &2: Rs,3,06,00,000/- (Rupees Three Crores Six Lakhs Only)				
Earnest Money Deposit	For Property No.1 &2: Rs.30,60,000/- (Rupees Thirty Lakhs Sixty Thousand Only)				
EMD Remittance Details	<p>The Earnest Money must be deposited by way of Demand Draft favouring "PHOENIX TRUST FY17-8" and / or RTGS/NEFT Favouring "PHOENIX TRUST FY17-8",</p> <table border="1"> <tr> <td>Bank Name: Kotak Mahindra Bank Limited</td> <td>Current Account No: 0812529164</td> </tr> <tr> <td>Branch: Bandra East</td> <td>IFSC Code: KKBK0001368</td> </tr> </table>	Bank Name: Kotak Mahindra Bank Limited	Current Account No: 0812529164	Branch: Bandra East	IFSC Code: KKBK0001368
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Branch: Bandra East	IFSC Code: KKBK0001368				
Incremental Value	Rs.1,00,000/- (Rupees One Lakh Only) & in such multiple				
Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours				
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 a.m. to 12:00 noon				
Description of the	Property No.1				

Secured Asset being Auction	<p>All that part and parcel Land in Sy No 87/1 admeasuring 18 acres of land with residential building at HosdurgTaluk, Kasargode.</p> <p>Boundaries:- North: D schedule allotted to partition deed no.3979/2009 East: A schedule to partition deed South : Lands of SankaranEmbrandiri and Narayanan Embrandiri West : Lands of Narayanan Embrandiri</p> <p>Property No.2 All that part and parcel Land admeasuring 7 acres in Survey No. 87/1, Hosdurg Taluk, Kasargode District</p> <p>Boundaries:- North: Pathway and D schedule East : Lands of SavithriAntharjanam and Govt. Lands South : Lands of ShankaranEmbrandiri and Narayanan Embrandiri</p>					
Link for Tender documents:	https://phoenixarc.co.in?p=3905					
Encumbrances	Not Known					
ITEM NO. 6						
Name of the Borrower	1. Chennoth Glasses & Hardwares - Proprietorship of Mr. Mathew Cyriac 2. Chennoth Glasses - Proprietorship of Mrs. Latha Mathew 3. Chennoth Interio - Proprietorship of Mr. Cyril C. Mathew					
Name of the Co-Obligants / Guarantors	1. Mr. Mathew Cyriac; 2. Mrs. Latha Mathew; 3. Mr. Cyril C. Mathew					
Details of Assignment	Assignor – South Indian Bank Limited; Trust - Phoenix Trust FY17-8; Date of Assignment – 17.03.2017					
Amount due as per Section 13(2) Notice	Rs.7,53,48,448.40 (Rupees Seven Crores Fifty-Three Lakhs Forty-Eight Thousand Four Hundred Forty-Eight and Paise Forty only) as on 18-09-2013 with further interest and penal interest as per demand notice dated 20-09-2013 issued under section 13(2) of the SARFAESI Act, 2002					
Amount due as on 31-01-2023	Rs. 16,49,82,676.91 (Rupees Sixteen Crores Forty-Nine Lakhs Eighty-Two Thousand Six Hundred Seventy Six and Ninety One Paise Only)					
Possession details	In Physical Possession					
Date and Time of Inspection of Property	On Request					
Reserve Price	Rs. 1,25,00,000/- (Rupees One Crore Twenty-Five Lakhs Only)					
Earnest Money Deposit	Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only)					
EMD Remittance Details	The Earnest Money has to be deposited by way of Demand Draft favouring “PHOENIX TRUST FY17-8” and / or RTGS/NEFT Favouring “PHOENIX TRUST FY17-8”, <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td>Bank Name: Kotak Mahindra Bank Limited</td> <td>Current Account No: 0812529164</td> </tr> <tr> <td>Branch: Bandra East</td> <td>IFSC Code: KKBK0001368</td> </tr> </table>		Bank Name: Kotak Mahindra Bank Limited	Current Account No: 0812529164	Branch: Bandra East	IFSC Code: KKBK0001368
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Branch: Bandra East	IFSC Code: KKBK0001368					
Incremental Value	Rs.1,00,000/- (Rupees One Lakh Only) & in such multiple					
Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours					
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 a.m. to 12:00 noon					

Description of the Secured Asset being Auction	All that part and parcel of land measuring 5.72 Ares equivalent to 14.135 cents situated in Ezhupunna Village, Cherthala Taluk, Kuthiyathodu Sub-district, Alappuzha District together with building existing and/or constructed thereon on old survey no. 213, old survey sub-division no. 10/A/1-2 & 10A/9, having boundaries-	
	North: Pathway	South: Property of Lion Sea food & (puthanpurackel joseph)
	East: Property of Kanatevelyil	West: Property of Joseph and National Highway
Link for Tender documents:	https://phoenixarc.co.in?p=3892	
Encumbrances	Not known	

ITEM NO. 7

Borrower	M/s Lasya Diamond Jewellery represented by Mr.Suresh M.K
Personal Guarantors	1.Mrs. Pushpa Suresh, 2. Legal Heirs of Late Chandra Bose, 3.Mr. Ramanunni
Details of Assignment	Assignor – Federal Bank Limited, Trust - Phoenix Trust FY17-13, Date of Assignment – 31.03.2017
Amount due as on 31-01-2023	18,23,58,566.23 (Rupees Eighteen Crores Twenty Three Lakhs Fifty Eight Thousand Five Hundred and Sixty Six and Paise Twenty Three Only)
Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Rs. 7,36,49,195.23 (Rupees Seven Crores Thirty-Six Lakhs Forty-Nine Thousand One Hundred Ninety-Five and Paise Twenty-Three Only) as on 30.06.2016 together with further interest and other cost and charges and expenses as per the notice dated 18.07.2016.	
Description of Immovable Property:	
<u>Property No. 1 Owned by Mr. M K Suresh:</u>	
All that piece and parcel of land having extent of 3.24 ares along with building and all improvements thereon situated in survey no. 580/4 of Kattoor village, Mukundapuram taluk, Thrissur district, Kerala & 0.81 Ares along with all improvements thereon in survey no 580/5 of Kattoor village, Mukundapuram taluk, Thrissur district, Kerala Boundaries: East: Property of Ameena West: Property of Pudiyaath Velayudhan North: Property of Kattila Peedikayil Hyder South: Pongjanam Road	
<u>Property No. 2 Owned by Mr. M K Suresh:</u>	
(a) All that piece and parcel of land having extent of 33.82 Ares along with all improvements in survey no 505 of Kattoor village, Mukundapuram Taluk, Thrissur district Kerala Boundaries: East: Property of Kozhiparamban and Nadavazhi West: Reclaimed land and Private vazhi North: Property of Hussian South: Property of Peedikakkal Family	
(b) All that piece and parcel of land having extent of 3.10 ares along with building in survey no 505 of Kattoor village, Mukundapuram Taluk, Thrissur district Kerala state Boundaries: East: Remaining Property of Vennikkal Kamala West: Property of Palakkal Saji North: Property of Kamala and other property of Suresh South: Pathway to this property and property of Kamala	
<u>Property No. 3: Owned by Mr. M K Suresh:</u>	

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

Boundaries:

East: Property of Kattilapeedikayil Hamsa

West: Property of Vellinkaran Mathu

North: Panchayat Vazhy

South: Property of Koottambillymanakkal Appan

Property No. 4 Owned by Mr. Ramanunny

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

Boundaries:

East: Property of Ramanunny and Thodu

West: Property of Kannoly Radha and Kannoly Ranjan

North: Panchayat Vazhy

South: Property of Kannoly Ramanunny and Kannoly Udayabhanu

Possession details	Property No 1 to 3 are in physical possession Property No 4 in Symbolic Possession
Date and Time of In Inspection of Property	On request
Reserve Price	<p><u>Property No. 1:</u> Rs. 64,00,000 (Rupees Sixty-Four Lakhs Only)</p> <p><u>Property Nos. 2 (a) & (b):</u> Rs.65,00,000/- (Rupees Sixty-Five Lakhs Only)</p> <p><u>Property No. 3:</u> Rs. 1,12,00,000/- (Rupees One Crore Twelve Lakhs Only)</p> <p><u>Property No. 4:</u> Rs. 63,00,000/- (Rupees Sixty-Three Lakhs Only)</p>
Earnest Money Deposit	<p><u>Property No. 1:</u> Rs. 6,40,000 /- (Rupees Six Lakhs Forty Thousand Only)</p> <p><u>Property Nos. 2 (a) &(b):</u> Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand Lacs Only)</p> <p><u>Property No. 3:</u> Rs.11,20,000/- (Rupees Eleven Lakhs Twenty Thousand Only)</p> <p><u>Property No.4:</u> Rs. 6,30,000/- (Rupees Six Lakhs Thirty Thousand Only)</p>
EMD Remittance Details: "PHOENIX TRUST FY 17-13", Account Number: 1112018778; Kotak Mahindra Bank Limited, Branch: Bandra (East), Mumbai, IFSC Code: KKBK0001368.	
Incremental Value	Rs.25,000/- (Rupees Twenty-Five Thousand Only)
Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours
Date & Time of E-Auction	23-06-2023 (Thursday) between 11:00 a.m. to 12:00 noon
Link for Tender documents:	https://phoenixarc.co.in?p=3123
Encumbrances	Not known
ITEM NO. 8	
Borrower	Mr. Sajeew T. G
Personal & Corporate Guarantors	1. Mr. Gangadharan T.K 2. Mrs. Alka Sajeew 3. Kanakavally K.A Corporate Guarantor- M/s Stay Green Builders and Developers India Private Limited
Details of Assignment	Assignor – South Indian Bank Limited, Trust - Phoenix Trust FY17-8, Date of Assignment – 17.03.2017

Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Rs. 19,22,951/- (Rupees Nineteen Lakhs Twenty-Two Thousand Nine Hundred and Fifty-One Only) and Rs. 4,69,629 (Rupees Four Lakhs Sixty-Nine Thousand Six Hundred and Twenty-Nine) under HL Facility and Rs. 7,74,32,417/- (Rupees Seven Crores Seventy-Four Lakhs Thirty-Two Thousand Four Hundred and Seventeen Only) as on 07.07.2014 together with further interest and other cost and charges and expenses as per the notice dated 07.07.2014.

Property owned by M/s Stay Green Builders and Developers Private Limited

An extent of 0.0405 Hectares equivalent to 10 cents of land with all improvements therein situated under R. Sy. No. 187/2 part of Pottore Village, Thrissur Taluk, Thrissur District and bounded as follows:

On the North: Property of Sajeev and Subhash

On the South: Private Vazhy

On the West: Property of Sri Jayadeep and Mridhula

On the East: Property of Subhash

Possession details	Physical Possession
Date and Time of Inspection of Property	On Request
Reserve Price	Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)
Earnest Money Deposit	Rs. 1,50,000/- (Rupees One Lakh Sixty Thousand Only)
EMD Remittance Details: "PHOENIX TRT FY 17-8", Account Number: 0812529164; Kotak Mahindra Bank Limited, Branch: Bandra (East), Mumbai, IFSC Code: KKBK0001368.	
Incremental Value	Rs.25,000/- (Rupees Twenty-Five Thousand Only)
Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 a.m. to 12:00 noon
Link for Tender documents:	https://phoenixarc.co.in?p=3125
Encumbrances	Not known

ITEM NO. 9

Borrower	PSN Motors Private Limited, PSN Industries Private Limited, PSN Auto Spares India Private Limited, Sangameswaran P.K
Personal Guarantors	1.Mr. Sangameswaran P K, 2. Mrs. Sudha Sangameswaran, 3. PSN Industries Private Limited, 4. PSN Auto Spares Private Limited
Details of Assignment	Assignor – Federal Bank Limited, Trust - Phoenix Trust FY17-13, Date of Assignment – 31.03.2017
Amount due as on 31-01-2023	Rs 3, 88,86,492.59 (Rupees Three Crores Eighty Eight Lakhs Eighty Six Thousand Four Hundred Ninety Two and Fifty Nine Paise Only)

Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Rs. 6,84,71,393.34 (Rupees Six Crores Eighty-Four Lakhs Seventy One Thousand Three Hundred and Ninety Three and Paise Thirty Four Only) as on 09.10.2015 together with further interest and other cost and charges and expenses as per the notice dated 09.10.2015.

Property owned by PSN Motors Private Limited:

(a) All that part and parcel land admeasuring 7.62 Ares with Sy No. 27/1/Part situated in Thangalur Village, Mundur Sub District Thrissur District. Boundaries:

North: Velur Kiraloor Raod

South: Private Way of Shree Ekadhantha Agencies Pvt. Ltd

East: Property of Shree Ekadhantha Agencies Pvt. Ltd.

West: Irrigation Canal

(b) All that part and parcel land admeasuring 19.86 Ares with Sy No. 27/1/P situated in Thangalur Village, Thrissur District.

Boundaries:

North: Private Way

South: Irrigation Canal East: Remaining Property West: Property of Purchaser Out of the above land area 22 feet road is kept apart for common usage for this property and that of property in resurvey no 27/1 of 27.3 cents owned by Stephen and Ashar	
Possession details	Physical Possession
Date and Time of Inspection of Property	On Request
Reserve Price	Rs. 63,00,000 (Rupees Sixty-Three Lakhs Only)
Earnest Money Deposit	Rs. 6,30,000/- (Rupees Six Lakhs Thirty Thousand Only)
EMD Remittance Details: "PHOENIX TRUST FY 17-13", Account Number: 1112018778; Kotak Mahindra Bank Limited, Branch: Bandra (East), Mumbai, IFSC Code: KKBK0001368.	
Incremental Value	Rs.25,000/- (Rupees Twenty-Five Thousand Only)
Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 a.m. to 12:00 noon
Link for Tender documents:	https://phoenixarc.co.in?p=3128
Encumbrances	Not known
ITEM NO. 10	
Borrower	Hope Construction, Mr.AP Rajappan
Personal Guarantors	1. Mr. A.P. Rajappan, 2. Mr. Paul Rajan, 3. Mr. Aby Rajan, 4. Mrs. Lily Rajappan, 5. Mrs. Nivea Paul, 6. Mrs. Elza Aby.
Details of Assignment	Assignor – South Indian Bank Limited; Trust - Phoenix Trust FY17-8; Date of Assignment – 17.03.2017
Amount due as on 31-01-2023	15,48,68,983.62 (Rupees Fifteen Crores Forty-Eight Lakhs Sixty Eight Thousand Nine Hundred Eighty Three and Sixty Two Paise only)
Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Rs. 4,59,87,439/- (Rupees Four Crores Fifty-Nine Lakhs Eighty-Seven Thousand Four Hundred and Thirty Nine Only) as on 19.11.2015 with further interest from 13.10.2015 till the date of repayment of dues in full together with incidental expenses, costs and charges as per the Demand Notice dated 12.10.2015 issued under section 13(2) of the SARFAESI Act, 2002.	
<p><u>Property No 1 owned by Aby Rajan</u> Property - I: All that part and parcel 65.00 cents of land (26.31 ares) and all other improvements made therein comprised under survey number 73/1 A situated in Muvattupuzha Village, Muvattupuzha Talukh, Ernakulam District of Muvattupuzha SRO bounded as follows: North – Property of Mrs. Niviya & Mrs. Elsa Aby South – Property of Mr. Varkey paikkattu West – Properties of Mr. Paul Rajan & Mr. Aby Rajan East – Property of Mrs. Sumathy Puthepura & Mr. Papopachan Thozhala.</p> <p><u>Property No 2 owned by AP Rajappan</u> Property IX: All that part and parcel 37.00 cents of land and all other improvements made therein comprised under old survey number 502/1 B and in Re sy no:198/3 situated in Aikernad Village, Kunnathunad Talukh, Ernakulam District bounded as follows: North – Property of Paul Rajan South -- Panchayath Road East – Property of Aby Rajan West -- Panchayath Road</p>	

Property No.3 owned by Paul Rajan and Aby Rajan

All that part and parcel 127.5 cents of land & Res. Building measuring 900 sq ft and all other improvements made therein comprised under survey number 73/1 A, 74/3B, situated in Muvattupuzha Village, Muvattupuzha Taluk, Ernakulam District bounded as follows:

For: 45cents

North – Property of ittiyakattu Alamma

East – Property of Mani @ Emmanuel

South – Property of Varkey Varkey

West – Property of Mani @ Emmanuel

For: 52.75 cents

North – Panchayath road

East – Property of Aby,Paul and Illikal

South – Excess land

West – Property of Aby and Paul

For: 29.75 cents

North—Property of Aby & Paul

East -- Edavazhy

South – Property of Chacko

West – Property of Aby & Paul

Property No 4 owned by Paul Rajan and Aby Rajan

All that part and parcel 34.989 cents of land & Re.Building and all other improvements made therein comprised under survey number 74/3B Situated in Muvattupuzha Village, Muvattupuzha Taluk, Ernakulam District bounded as follows:

North -- Panchayath road

South – Property of Illikkal Joseph

West – Property of Enthumkal Krishnan

East -- Own Property

Possession details	Property No 1 and 2 in physical possession and property No.3 and 4 in symbolic possession
Date and Time of Inspection of Property	On Request
Reserve Price	<u>Property No. 1</u> - Rs. 24,50,000/- (Rupees Twenty-Four Lakhs Fifty Thousand Only) <u>Property No. 2</u> - Rs. 45,50,000/- (Rupees Forty-Five Lakhs Fifty Thousand Only) <u>Property No. 3</u> - Rs. 54,50,000/- (Rupees Fifty-Four Lakhs Fifty Thousand Only) <u>Property No.4</u> - Rs. 13,00,000 (Rupees Thirteen Lakhs Only)
Earnest Money Deposit	<u>Property No. 1</u> - Rs 2, 45,000/- (Rupees Two Lakhs Forty-Five Thousand Only) <u>Property No. 2</u> - Rs. 4,55,000/- (Rupees Four Lakhs Fifty-Five Thousand Only) <u>Property No. 3</u> - Rs. 5,45,000/- (Rupees Five Lakh Forty-Five Thousand Only) <u>Property No.4</u> - Rs 1,30,000/- (Rupees One Lakh Thirty- Thousand Only)
EMD Remittance Details: “PHOENIX TRUST FY 17-8”, Account Number: 0812529164; Kotak Mahindra Bank Limited, Branch: Bandra (East), Mumbai, IFSC Code: KKBK0001368.	
Incremental Value	Rs.25,000/- (Rupees Twenty-Five Thousand Only)

Last date for submission of EMD	22-06-2023 (Thursday) on or before closing of banking hours
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 a.m. to 12:00 noon
Link for Tender documents:	https://phoenixarc.co.in?p=3132
Encumbrances	Not known
ITEM NO. 11	
Borrower	Next Communications represented by Mr. MP Arun
Guarantors	1.Mrs. Aishwarya Arun 2. Mrs. Rukmani
Details of Assignment	Assignor – South Indian Bank Limited; Trust - Phoenix Trust FY17-8; Date of Assignment – 17.03.2017
Amount due/Secured Debt as per Notice under Section 13(2) of SARFAESI Act, 2002: Rs. 1,04,66,014 (Rupees One Crores Four Lakhs Sixty-Six Thousand and Fourteen Only) as on 30.09.2013 together with further interest and other cost and charges and expenses as per the notice dated 23.10.2015.	
<u>Property No. 1 Owned by M P Arun</u>	
All that part and parcel of 27.5 cents of land in survey no.35/3 including a residential building measuring 700 sq. ft at West Vemballur Village and Kodungallur Thaluk bounded as follows:	
On the North: Property of Salim	
On the East: Road	
On the West: Property of Pushpangatham, Lalitha, Venu and Own Properties	
On the South: Property of Rajeevan and Purushottam	
<u>Property No. 2 Owned by Mr. M P Arun and Mrs. Aishwarya Arun</u>	
All that part and parcel of 11 cents of land in Survey no. 35/3, Srinarayanapuram Village Vemballur Post, Kodungallur Taluk and bounded as follows:	
On the North: Property belonging to Pushpangathan	
On the East: Road and Property belonging to Arun	
On the West: Property belonging to Lalitha	
On the South: Property belonging to Venu	
<u>Property No. 3 Owned by Mrs. Aishwarya Arun</u>	
All that part and parcel of 25 cents of land in Survey No 39/6 at West Vemballur Village, Kodungallur Thaluk and bounded as follows:	
On the North: Property belonging to Chandrasekhran	
On the South: Road	
On the West: Property belonging to Arun	
On the East: Road	
<u>Property No. 4 Owned by Mrs Rugmini</u>	
All that part and parcel of 54 cents of land in Survey No. 33/1E situated at Sreenarayanapuram village and bounded as follows:	
On the North: Property belonging to Hamsa	
On the South: Property belonging to Arun	
On the East: Property belonging to Purushottam	
On the West: Property belonging to Karunaakaran	
Possession details	Property No. 1 in Symbolic Possession & Properties Nos. 2 to 4 in Physical Possession
Date and Time of Inspection of Property	On Request
Reserve Price	Property No. 1: Rs. 8,50,000/- (Rupees Eight Fifty Thousand Only)

	Property No. 2: Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) Property No. 3: Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) Property No. 4: Rs.8,00,000/- (Rupees Eight Lakhs Only)
Earnest Money Deposit	Property No. 1: Rs. 85,000/- (Rupees Eighty- Five Thousand Only) Property No. 2: Rs. 25,000/- (Rupees Twenty-Five Thousand Only) Property No. 3: Rs. 45,000/- (Rupees Forty-Five Thousand Only) Property No. 4: Rs. 80,000/- (Rupees Eighty Thousand Only)
EMD Remittance Details: "PHOENIX TRUST FY 17-8", Account Number: 0812529164; Kotak Mahindra Bank Limited, Branch: Bandra (East), Mumbai, IFSC Code: KKBK0001368.	
Incremental Value	Rs.25,000/- (Rupees Twenty-Five Thousand Only) & in such multiples
Last date for submission of EMD	22-06-2023 (Thursday) on or before closure of banking hours
Date & Time of E-Auction	23-06-2023 (Friday) between 11:00 am to 12:00 noon
Link for Tender documents:	https://phoenixarc.co.in?p=3143
Encumbrances	Not Known

Terms and Conditions of E- Auction

- 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.
- 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 respective links mentioned in each of the Items (properties) 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.
- The bidders may participate in the e-auction quoting/ bidding from their own offices/ place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised Officer/ Phoenix/ service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.
- For details, help, procedure and online training on e-auction, prospective bidders may contact **Mr. Hareesh Gowda of M/s C 1 India Private Limited, Contact Number: +91-124-4302020/2021/2022/2023/2024, +91-9594597555/07291981124/25/26, Email ID: support@bankeauctions.com**
- 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.
- 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.**
- 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.
- 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 on or before the **Last date for submission of EMD** mentioned above. **Intending purchasers/bidders are required to submit separate EMDs for each of the properties detailed herein above.**
- 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.
- The EMD of all other bidders who did not succeed in the e-auction will be refunded by Phoenix within 72 working hours of the closure e-auction. The EMD shall not carry any interest.

11. 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.
12. For inspection of the property/ies or more information, the prospective bidders may contact **Mr. Harsh Magia / Mr. Suresh Variyam, Mr. Sachin Shankar / Ms. Anisha Shinde at following email address harsh.magia@phoenixarc.co.in / suresh.variyam@phoenixarc.co.in / sachin.shankar@phoenixarc.co.in / anisha.shinde@phoenixarc.co.in (email) or on +91-7506107562 / +91-7506490036 / +91-8657590516 / +91-8879696030 (Mob).**
13. At any stage of the auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or post-poner the auction without assigning any reason thereof and without any prior notice.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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/dues.
19. 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.
20. In the event, the e-auction scheduled hereinabove fails for any reason whatsoever, Phoenix has the right to sell the secured asset by any other methods under the provisions of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 and SARFAESI Act, 2002.

Place : Kerala
Date : June 01 , 2023

Sd/-
Authorised Officer
Phoenix ARC Private Limited
(Trustee of Trusts mentioned above)

TENDER DOCUMENT FOR E AUCTION

Whereas Phoenix ARC Private Limited acting in its capacity of Trustee for Phoenix Trust FY17-8 (“Phoenix”) through its Authorised Officer, in exercise of its powers under The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (**SARFAESI ACT, 2002**) has decided to sell through **e-Auction** the secured asset mentioned in **ITEM NO.2** of **ANNEXURE - I** for realization of the secured debts due to Phoenix amounting to **Rs.3,70,81,782.21/- (Rupees Three Crores Seventy Lakhs Eighty One Thousand Seven Hundred and Eighty Two and Paise Twenty One Only)** as on **06.11.2015** together with further interest and other cost and charges and expenses as per demand notice dated **07.11.2015** issued under section **13(2)** of the **SARFAESI Act, 2002** due and payable by the borrower i.e., Sha Rubber, 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 Private Limited - Phoenix Trust FY 17-8 Dani Corporate Park, 5 th Floor, 158, C.S.T Road, Kalina, Santacruz (E), Mumbai -400 098
Auction held with the aid by	M/s. C1 India Pvt. Ltd., (“Service Provider”) Gulf Petro Chem, Building No.301,1 st Floor, Udyog Vihar Phase-2, Gurgaon(Haryana)-122015 Help Line No: 0124-4302020/21/22/23/24 Help Line e-mail ID: support@bankeauctions.com
Auction Schedule	Date of Auction:- As per Sale Notice (Mentioned in ITEM NO.2 of Annexure – I) Timings:- As per Sale Notice (Mentioned in ITEM NO.2 Annexure – I) Auction Website :- https://www.bankeauctions.com
Annexure	1) Terms & conditions of e-Auction 2) Soft Copy of Auction Notice published in newspapers (Annexure – I) 3) Details of Bidder (Annexure – II) 4) Declaration by Bidder (Annexure – III) 5) Confirmation by Bidder Regarding Receipt of Training (Annexure – IV) 6) Price Confirmation Letter by H1 Bidder (Annexure – V)
Special Instructions	<u>Bidding in the last minutes and seconds should be avoided in the bidder(s) own interest. Neither the Service Provider nor Phoenix will be responsible for any lapses / failure on the part of the bidder, in such cases.</u>

E-Auction bidding Terms and Conditions

1. Computerized e-Auction shall be conducted by Service Provider on behalf of 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 item.
8. **For other terms and conditions, please see the e-auction notice published by Phoenix**
Procedure of e-Auctioning
 - i. **e-Form Submission**

All interested bidders need to fill online form available on e-Auction domain with necessary details.
 - ii. **Online e-Auction:**
 - Phoenix will declare its **Opening Price (OP)**, which shall be visible to all bidders during the start of the e-Auction. Please note that the Reserve price of an item in online e-Auction is open to all the participating bidders. Any bidder can start bidding, in the online e-Auction, from the above Reserve price. Hence, the first online bid that comes in the system during the online e-Auction shall be above the auction's Reserve price, by one increment and in multiples of increment specified in the sale notice. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value. **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 valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Auction, the auction shall get closed automatically without any extension. *However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.*
9. Successful Bidder shall be required to submit the final prices quoted during the e-Auction as per Annexure – V after the completion of e - Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction. During e-Auction, if no bid is received within the specified time, Phoenix at its discretion may decide to revise Opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
10. The bid once submitted, cannot be cancelled / withdrawn and the bidder shall be bound to buy the secured asset(s) at the final bid price. **The failure on part of bidder(s) to comply with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder.**

11. The bidders will be able to view the following on their screen along with the necessary fields in the E Auction:
 - a. Leading Bid in the Auction (H1 – Highest Rate)
 - b. Bid placed by bidder(s)
 - c. Opening Price & Minimum Increment Value.
 - d. The bid rank of bidder in the auction.
12. The decision regarding declaration of successful bidder shall be finalized by the Authorised Officer of Phoenix.
13. At any stage of the auction, the Authorised Officer may accept/reject/modify/cancel the bid/offer or post-pone the auction without assigning any reason thereof and without any prior notice.
14. Phoenix / Service Provider shall not have any liability towards bidder(s) for any interruption or delay in access to the site irrespective of the cause.
15. The bidder(s) are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the E-Auction.
16. **Successful bidder:** At the end of the E-Auction, the Authorised Officer 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: 0812529164; Kotak Mahindra Bank Limited, Kalina Branch; Name of the A/C.: Phoenix Trust FY 17-8, IFSC Code: KKBK0001368.**
****Please note that the Demand Draft and Cheques shall not be accepted as EMD amount on or before the last date mentioned in the E-Auction advertisement released in the newspaper which is annexed herewith as 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. Hareesh Gowda of M/s. C 1 India Private Limited, Contact Number: 91-124-4302020/2021/2022/2023/2024, +91-22-66865600, +91-7738866326, 91-9594597555/07291981124/25/26, email id: support@bankeauctions.com. After deposit of EMD as mentioned above, the intending purchaser/ bidder is required to **get the copies of following documents uploaded** in the website **before last date of submission of the bid(s)** (as mentioned in the public auction notice published in the newspapers and copy of which is attached below as **ANNEXURE-I**) **(Kindly take note that minimum offer amount cannot be less than the reserve price mentioned in the public auction notice published in the newspapers and copy of which is attached below as ANNEXURE-I below.)****

1. Copy of the RTGS challan;
2. Copy of PAN card;

3. Board Resolution
 4. Proof of identification (KYC) viz. attested copy of Voter ID Card/ Driving License/ Passport etc.
 5. Copy of proof of address, without which the bid is liable to be rejected.
- vii) The E-Auction will take place through web portal "<https://www.bankeauctions.com>" on the time specified in the E- Auction notice published in the newspaper and as per **ANNEXURE-I** attached herewith.
 - viii) The bid/s shall be accompanied by an Earnest Money Deposit (EMD) equal to 10 % of the Reserve Price, by RTGS. **The secured assets shall not be sold below and /or at the reserve price.**
 - ix) The conditional bid(s) may be treated as invalid. **Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.**
 - x) If the dues of Phoenix together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to Phoenix are tendered by or on behalf of the borrower or guarantor/s at any time on or before the date fixed for sale, the sale of assets may be cancelled.
 - xi) The auction is by way of inter-se bidding amongst the bidders and the bidders shall increase the bid amount for each items in the multiple of amount mentioned against the secured assets under column "**Bid Increment Amount**" in **ITEM NO.2 of ANNEXURE-I**. The inter-se bidding amongst the bidders shall commence online exactly on the date & time specified in the public notice annexed as **ANNEXURE-I**.
 - xii) The EMD of unsuccessful bidder(s) will be refunded to their respective A/c No. shared in e-Auction Portal (<https://www.bankeauctions.com>) online within 72 working hours of the completion of the auction. The bidder(s) will not be entitled to claim any interest, costs, expenses and any other charges (if any).
 - xiii) The Authorised Officer of Phoenix is not bound to accept the highest offer and the Authorised Officer of Phoenix has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the auction, at any stage of auction, without assigning any reason thereof.
 - xiv) The successful bidder shall deposit 25% (inclusive of EMD) of its/his offer by way of RTGS / NEFT to the account mentioned in **ITEM NO.2 of public notice annexed as ANNEXURE – I**, on or before the closure of banking hours on the date mentioned in the Sale Notice, which deposit will be confirmed by Phoenix, failing which the sale would be deemed to have failed, and the EMD of the said successful bidder shall be forfeited. The balance amount of the purchase consideration is payable on or before Fifteenth (15th) day from the date of confirmation of the sale of the secured asset or such extended period as may be agreed upon in writing by the Authorised Officer at his/her discretion. In case of failure to deposit the balance amount within prescribed period, the amount deposited by the defaulting bidder shall be forfeited and the defaulting bidder shall neither have claim on the secured asset nor on any part of the sum for which may it be subsequently sold.
 - xv) The successful purchaser/bidder shall bear any statutory dues, taxes, fees payable, stamp duty, registration fees, etc. that is required to be paid in order to get the property conveyed/delivered in his/her/its favour as per the applicable law.
 - xvi) The payment of all statutory/non-statutory dues, taxes, rates, assessments, charges, fees etc. owing to anybody shall be the sole responsibility of successful bidder only.
 - xvii) The successful purchaser/bidder shall be solely responsible for any cost / expenses /fees / charges / transfer charges etc. payable to any authority towards the transfer of the rights in its / his / her favour.
 - xviii) In case of any dispute arises as to the validity of the bid(s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorised Officer shall be final. In such an eventuality, Authorised Officer of Phoenix shall in its sole discretion be entitled to call off the sale and put the secured assets to sale once again on any date and at such time.
 - xix) The sale certificate shall be issued on the receipt of entire sale consideration. Sale Certificate shall be issued by Authorised Officer of Phoenix in the name of the successful bidder and/or his/her/its nominee only. Addition/deletion of name of any persons / institution shall not be possible. Compliance of all formalities and payment of the required fees as desired by the Government for transfer/delivery of the secured asset/s sold will be completely borne by the successful Bidder.

Other Terms & Conditions for Sale of Secured Asset

- The bidder(s) shall not involve himself/itself or any of his/its representatives in price manipulation of any kind directly or indirectly by communicating with other bidder(s).
- The bidder shall not divulge either his bid or any other exclusive details of Phoenix or to any other party.
- The Service Provider / Phoenix shall not have any liability to the bidder(s) for any interruption or delay in access to the site irrespective of the cause.
- The Service Provider / Phoenix are not responsible for any damages, including damages that result from, but are not limited to negligence. The Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

Sd/-
Authorised Officer
Phoenix ARC Private Limited
Phoenix Trust FY 17-8

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

(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.	Phone/Cell Number	
5.	E-mail ID	
6.	Bank Account details to which EMD amount to be returned:	
	<u>Bank Name</u>	
	<u>Beneficiary Name</u>	
	<u>Bank A/c. No.</u>	
	<u>IFSC Code No.</u>	
	<u>Branch Name</u>	
7.	Date of submission of bid	
8.	PAN Number	
9.	Whether EMD remitted (Yes / No)	
10.	EMD remittance details*	
	<u>Date of Remittance</u>	
	<u>Name of Bank</u>	
	<u>Branch</u>	
	<u>Account No.</u>	
	<u>IFSC Code No</u>	
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 in the website

<https://www.bankeauctions.com> and shall abide by them. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole successful bidder.

.....

(Name & Signature of the Bidder)

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

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://www.bankeauctions.com> during the time of submission of the bid.

ANNEXURE-III
DECLARATION BY BIDDER (S)

To:
The Authorised Officer,
Phoenix ARC Private Limited
Trustee of Phoenix Trust FY 17-8 ("Phoenix"),
Mumbai – 400 098.

Date:

Dear Sir,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Electronic Auction being fully aware that the Sale is on "AS IS WHERE IS" basis and "AS IS WHAT IS" and "WITHOUT RECOURSE" condition.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorised Officer and that the Authorised Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the Authorised Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorised Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorised Officer.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authorised Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
6. The EMD of all other bidders who did not succeed in the e- auction will be refunded 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 on the website <https://www.bankeauctions.com> during the time of submission of the bid.

Annexure – IV
Confirmation by Bidder Regarding Receipt of Training

To,
The Authorised Officer,
Phoenix ARC Private Limited,
Trustee of Phoenix Trust FY 17-8 (“Phoenix”)
Mumbai – 400 098.

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 Private Limited in daily newspapers and unconditionally agree to them.
- b. I/We also confirm that we have taken training on the on-line bidding/auction and confirm that we are fully conversant with the functionality and process.
- c. I/We confirm that bank and **M/S. C1 India Pvt. Ltd.**, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- d. We hereby confirm that we will honour the Bids placed by us during the e-Auction process.

With regards

Signature of 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 Private Limited , acting in capacity of Trustee for Phoenix Trust FY 17-8 mentioned in the Sale Notice just after availing training on e-Auction with a copy to support@bankeauctions.com

Annexure – V
Price Confirmation Letter by Bidder(s)

To,
The Authorised Officer,
Phoenix ARC Private Limited,
Trustee of Phoenix Trust FY17-8,
Mumbai – 400 098.

Sub.: Auction Sale of Property mortgaged in loan account of Sha Rubber - Final bid quoted during e- Auction - Sale of Property by Phoenix ARC Private Limited

Dear Sir,

We confirm that we have quoted the highest bid of Rs. _____/- (In Words _____) 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 Private Limited, through the website of M/S C1 India Pvt. Ltd. on _____.

Yours sincerely,

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

Copy to: M/s. C1 India Pvt. Ltd., Gulf Petro Chem, Building No.301, 1st Floor, Udyog Vihar
Phase-2, Gurgaon (Haryana)-122015, Help Line No: 0124-4302020/21/22/23/24,
Help Line e-mail ID: support@bankeauctions.com

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