



BID DOCUMENT FOR E AUCTION

Whereas **Edelweiss Asset Reconstruction Company Limited** acting through its Authorised Officer, in exercise of its power under Section 13(4) & 13(12) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI ACT) read with Rule 8 of Security Interest (enforcement) Rules, 2002 (rules) has decided to sale through **e-Auction** the property mentioned in **ANNEXURE - I** for realization of the secured debt due to **Edelweiss Asset Reconstruction Company Limited (EARC)**. The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following further conditions:

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|-----------------------------------|---|
| Auctioneer Name | M/s Edelweiss Asset Reconstruction Company Limited (EARC) Trustee of EARC Trust SC 38 Edelweiss House, 1st Floor, Off CST Road, Kalina, Mumbai. 400098 |
| Auction to be Conducted by | e-Procurement Technologies Ltd.-Auctiontiger B-705,Wall Street-2,Orient Club, Ellisbridge,Ahmedabad-380006 Gujarat |
| Auction Schedule | Date of Auction:- December 05, 2021 Timings:-As per the E-Auction Notice published Auction Website :- https://edelweissarc.auctiontiger.net |
| Annexure | <p>1) Terms & conditions of e-Auction (Annexure – I) 2) Details of Bidder (Annexure – II) INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website https://edelweissarc.auctiontiger.net during the time of submission of the bid.</p> <p>3) Declaration by Bidder(Annexure – III) INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website https://edelweissarc.auctiontiger.net during the time of submission of the bid.</p> <p>4) Confirmation by Bidder Regarding Receipt of Training (Annexure – IV) INSTRUCTION: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website https://edelweissarc.auctiontiger.net just after availing training on e-Auction</p> |
| Special Instructions | <u>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor EARC will be responsible for any lapses / failure on the part of the Bidder, in such cases.</u> |

Annexure I
E-Auction bidding Terms and Conditions

1. Computerized e-Auction shall be conducted by service provider **E-PROCUREMENT TECHNOLOGIES LTD.** on behalf of **Edelweiss Asset Reconstruction Company Limited**, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither EARC nor E-Procurement Technologies Ltd. shall be responsible for these unforeseen circumstances. **In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and be able to participate in the e-Auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.**
2. E-Procurement Technologies Ltd. shall arrange to train the bidder(s), without any cost. E-Procurement Technologies Ltd. shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training before start of bid process.
3. **Property for Bid:** Sale of following property by Edelweiss Asset Reconstruction Company Limited under SARFAESI Act, 2002-
 - Residential Site in the name of PCH Retail Ltd. admeasuring 24.50 guntas located at Survey No.159, Katha No.655, and presently Katha No. 696/1, attached to AECS layout, C-Block, Chikka Beguru Village, Beguru Hobli, Bangalore
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 available to the bidders on their bidding screen.
7. **Bid Price:** The Bidder has to quote the total price.
8. **Procedure of e-Auctioning**
 - i. **e-Form Submission:** All interested bidders need to fill online form available on e-Auction domain with necessary details for each Lot separately.
 - ii. **Online e-Auction:**
 - Edelweiss Asset Reconstruction Company Limited will declare its **Opening Price (OP)**, which shall be visible to the all Bidders during the start of the e-Auction. Please note that the start 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 start price itself. Hence, the first online bid that comes in the system during the online e-Auction can be equal to the auction's start price, or higher than the auction's start price by one increment, or higher than the auction's start price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.
 - The **“Bid Increase Amount”** has been fixed in respect of the property which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in the multiple of **“Bid Increment”**.
 - 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 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 for unlimited times 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. During e-Auction, if no bid is received within the specified time, Edelweiss Asset Reconstruction Company Limited 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 by you, cannot be cancelled / withdrawn and the bidder shall be bound to buy the property at the final bid price. **The failure on part of bidder 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
 - c. Opening Price & Minimum Increment Value.
 - d. The bid rank of bidder in the auction.
12. The decision of the EARC regarding declaration of successful bidder shall be final and binding on all the Bidders.
13. The EARC shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
14. The EARC / E-Procurement Technologies Ltd. shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
15. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction in Annexure III.
16. **Duration of Auction:** The auction of each property is schedule to be conducted on day & time as specified in the E-auction notice published in the newspapers. There will be unlimited extensions of 5 minutes duration each if any valid bid is received in last 5 minutes of the close of auction. The bidders are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.
17. **Successful bidder:** At the end of the E-Auction, EARC will evaluate all the bids submitted and will decide upon the successful bidder. EARC's decision will be final & binding on all the bidders.

TERMS & CONDITIONS OF SALE
SALE OF IMMOVABLE PROPERTY OF PCH RETAIL LIMITED ("In Liquidation")

1. The e-auction sale of Secured Assets is on "as is where is basis", "as is what is basis", "whatever there is basis" & "no recourse" basis for and on behalf of the Secured Creditor viz. EARC (in its capacity as Trustee of EARC Trust - SC 38).
2. In respect of the Secured Asset, EARC has outstanding dues of **Rs. 21,82,31,618.45/-** (Rupees Twenty One Crores Eighty Two Lakhs Thirty One Thousand Six Hundred and Eighteen and Paise Forty Five Only) as on October 11, 2012 (exclusive of interest from April 01, 2012) towards financial assistance availed by PCH Retail Limited ("Borrower") together with further interest and other expenses/costs thereon and further reduced by amounts recovered by State Bank of India (erstwhile State Bank of Mysore) (Assignor Bank)/EARC after the said date.
3. In case there is a discrepancy between the publications of sale notice in English and Vernacular Newspaper, then in such a case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
4. Bid document containing detailed terms and conditions of the sale can be obtained from <https://edelweissarc.auctiontiger.net> between **December 15, 2020 to January 04, 2021**.
5. For participating in online e-auction sale, Bid document, copies of PAN CARD, Board Resolution in case of Company, photo id and address proof are required to be submitted along with Earnest Money Deposit ("EMD")(which is equal to 10% of the Reserve Price) shall be paid by way of **RTGS in the name of Edelweiss Asset Reconstruction Company bearing account No. 0004103000054719**, IDBI Bank, Mittal Court, Nariman Point, Mumbai-400 021, **IFSC Code No. IBKL0000004** on or before 5:00 PM on January 04, 2021.
6. Once the aforementioned document is submitted along with the EMD, the same shall be binding on the bidder irrespective of the fact that whether an online bid is placed in online e-auction or not and the same cannot be withdrawn.
7. The secured assets mentioned shall be sold by the undersigned by way of **Electronic Public Auction on January 05, 2021 at 11:00 AM to 12:00 Noon with unlimited extension of 5 Minutes Each** in the premises of Edelweiss House, Off CST Road, Kalina, Mumbai - 400098 through e-Auction Agency **M/s e-Procurement Technologies Limited (Auction Tiger)** at their website/portal <https://edelweissarc.auctiontiger.net> with auto extension clause, i.e. the end time of e-Auction will be extended by 5 minutes each time if bid is made before close of e-Auction.
8. The EMD will not carry any interest. EMD of unsuccessful bidders shall be refunded within 10 working days from the date of Auction.
9. The bidders may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised officer and/or the 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 **M/s e-Procurement Technologies Limited (Auction Tiger); Contact Number: +91 07968135456/51/76; Toll Free Number: 1800 103 5342; Mobile Number: +91 6351896643 email id : support@auctiontiger.net / prakash@auctiontiger.net / neil@auctiontiger.net**
10. The bidder will be required to submit the bid either at or above the reserve price in the prescribed manner as mentioned in Annexure II along with the EMD amount. In case the bidder fails to submit the bid online, then the bid amount submitted in Annexure II shall be treated as final bid from the respective bidder. The successful Bidder will be required to deposit 25% of the sale price (including the EMD already deposited) immediately i.e. on the same day or not later than next working day of the confirmation of highest bidder, as the case may be. The balance amount of the sale price is to be paid within 15 days of the confirmation of the sale. In case of failure to deposit the balance amount within the prescribed period, the amount of EMD/deposited amount shall be forfeited and no claim shall be entertained against EARC in respect thereof.

11. Authorised Officer ("AO") reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in respect thereof. In case all the Bids are rejected, AO can negotiate with any of the bidders or other parties for sale of the Secured Assets. The decision of the AO in this regard shall be final and binding.
12. The date for inspection is **December 21, 2020 between 11:00 a.m. to 5:00 p.m.** Bidders are requested in their own interest, to take inspection of the assets put up for auction and satisfy themselves about the nature and condition of the said assets and other relevant details pertaining to the secured asset before submitting their bids. Any dues such as Statutory/Government dues, electricity dues, maintenance charges, etc. if any should be ascertained by the bidders. All the dues shall be borne by the buyer over and above the Reserve Price.
13. The Secured Assets mentioned in the Bid Document are based on the charges/mortgages created by the Borrower/Mortgagor in favour of Secured Creditor. Interested parties are requested to verify details of the Secured Assets before submitting the bids.
14. The Secured Assets are being sold free from charges and encumbrances of Secured Creditor only.
15. The successful Bidder would be required to bear all the necessary expenses on transfer of immovable assets like stamp duty, registration expenses /incidental costs and expenses and other incidental costs relating to sale and transfer of Secured Assets.
16. There are no known statutory liabilities relating to the Secured Assets. If any such statutory liabilities are discovered at a subsequent stage, the same shall be solely dealt with by the Successful Bidder at his own costs and expenses.
17. EARC or the AO of EARC will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the Secured Assets.
18. The sale of the Secured Assets is subject to the terms and conditions prescribed in the SARFAESI Act and Rules, 2002 and the subsequent conditions mentioned hereinabove. Hence the bidders are advised to carefully go through the said terms and conditions before submitting their bids.
19. The Borrower/Mortgagor/Guarantor may treat this as a 15 days notice under Rule 9 (1) read with Rule 8(6) of the Security Interest (Enforcement) Rules, 2002. The Borrower/ Mortgagor/Guarantor is hereby given a last and final opportunity to discharge the liability in full as stated above within 15 days from the date of this notice and redeem the Secured Assets failing which the same will be sold as per the terms and conditions mentioned above.
20. The Borrower's/Mortgagor's/ Guarantor's attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.
21. For any further clarifications regarding the sale, please contact +91 **77009 86970 / 98190 99457** or email at Aman.Jain@edelweissfin.com

Other Terms & Conditions for Sale of Property

1. The AO exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 is selling the Secured Asset and the same is being sold free from charges and encumbrances of the Secured Creditor only. Any other liabilities including statutory liabilities if any associated with the Secured Assets shall be borne wholly by the purchaser only.
2. Sale shall not take place below the reserve price without the approval of the Borrower.
3. Interested buyers can inspect the Secured Asset at the specified timings at their own cost, in the presence of the AO or a representative of the AO available at the site to facilitate the inspection. The interested buyers can, with prior appointment from AO, inspect the security documents regarding the charged asset at their own cost, at the AO's office in the presence of the AO or a representative of the AO.
4. On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue a certificate of sale of the Secured Asset in favour of the purchaser in terms of the Security Interest (Enforcement) Rules, 2002.
5. The possession of the Secured Asset shall be handed over to the successful Bidder on receipt of the entire purchase consideration. If for any reason, AO is not able to deliver possession of the Secured Asset, an adjustment will be made in the price as may be agreed upon in writing between the successful Bidder and AO.
6. The AO does not take any responsibility for procuring any permission, etc. or for the dues of any authority established by law. The Secured Asset is being sold free from charges and encumbrances of Secured Creditor only.
7. The interested buyers may carry out their own due diligence. They may also verify at their own cost and in their own interest the area of land and any other relevant information before submitting the Bids. They may inspect the records relating to the mortgage available with the AO with prior appointment of AO. The AO/Secured Creditor shall not be responsible for any discrepancy or shortfall in the Secured Asset.
8. A Bidder shall be deemed to have full knowledge of the relevant documents, Secured Asset etc. whether he/she inspects or visits or not.
9. All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai alone shall have jurisdiction to entertain /adjudicate such disputes.
10. Nomination by successful bidder will be permitted up to the date of confirmation of sale.

Sd/-
Authorised Officer