

Alchemist

Asset Reconstruction Company Ltd

ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED

**A-270, First & Second Floor,
Defence Colony, New Delhi-110024**

BID DOCUMENT

For Public E-Auction of Secured Assets / Immovable Properties in the account of

NIK NISH RETAIL LTD

In accordance with Security Interest (Enforcement) Rules, 2002

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1. PUBLIC AUCTION SALE NOTICE
ALCHEMIST ASSET RECONSTRUCTION COMPANY LTD

CIN No. U74999DL2002PLC117052

A-270, First & Second Floor, Defence Colony, New Delhi-110024

Email: admin@alchemistarc.com, Website: www.alchemistarc.com
E-AUCTION SALE NOTICE

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8(6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the below described immovable property mortgaged to the Secured Creditor, the **Physical Possession** of which has been taken by the Authorized Officer of Alchemist Asset Reconstruction Company Limited ("Alchemist ARC"), the secured creditor, will be sold on "As is where is", "As is what is", and "Whatever there is" basis on **23rd June 2025** for recovery of **Rs.36,00,94,247.72/ (Rupees Thirty-Six Crore Ninety-Four Thousand Two Hundred Forty-Seven and Paisa Seventy-Two Only)** as on **15th December 2008** together with further interest and incidental expenses, costs, charges etc. due to the Alchemist ARC from Nik Nish Retail Ltd (hereinafter referred to as "**Borrower**") and Shri Bharat Jain, Smt. Eela Jain, Merwara Hotels Pvt. Ltd and Stuti Enclave Pvt. Ltd. (hereinafter collectively referred to as "**Guarantors**").

Date & Time of E-auction: 23rd June 2025 from 2.00 P.M. to 3:00 P.M.

Last Date of EMD: 18th June 2025 Upto 5:00 P.M.

Lot No.	Details of the Secured Assets	Reserve Price	EMD
Lot 1	All those the Unit No. 1-A, 1-B and 1-C each containing a super built up area of 3,180 Square Feet having total super built up area of 9,540 Sq. Ft. approximately (including 30% of Super Built up area) proportionate share in the common area on the Building of the South Western Side of the First Floor of the Building situated at the said premises No. 1, Ballygunge Park Road, PS: Ballygunge, Kolkata-700019 together with undivided 6.75% share or interest in the land comprised in the said premises alongwith other amenities attached with the said Units in the name of Stuti Enclave Pvt. Ltd.	Rs.10,49,40,000	Rs.1,04,94,000

Terms & Conditions: -

1. The assets will be sold in "as is where is", "as is what is" and "whatever there is" basis.
2. The assets will not be sold below the Reserve Price.
3. In case of single bidder, the bidder/purchaser has to bid with an increment.

4. A person is not entitled to submit its bid if such person, or any other person acting jointly or in concert with such person is ineligible as per the provisions of Section 29A of Insolvency Bankruptcy Code, 2016 and each bidder shall be required to submit a Notarised Undertaking along with their KYC documents, declaring and confirming that bidder is not connected party of Borrower/ Promoters/ Guarantor(s)/ Mortgagor (as per draft given in Bid Document).
5. The assets shall be sold via 'E-Auction' through E-Auction Agency i.e. E-Procurement Technologies Ltd (Auction Tiger) having its office at B-705, Wall Street-II, Opp. Orient Club, Nr. Gujarat Collage, Ellis Bridge, Ahemdabad-380006 at their website/portal i.e. <https://sarfaesi.auctiontiger.net> and also on Auction Tiger Mobile App. For Support, Contact: 9265562818 / 9265562821 or support@auctiontiger.net. For more details, Contact: Shri Ram Prasad at Mobile No. 8000023297 or email at ramprasad@autiontiger.net.
6. Last date and time for submission of Bid with EMD shall be 18th June 2025 by 5 PM.
7. The e-auction sale will be held on 23rd June 2025 between 2.00 PM to 3.00 PM with auto extensions for five minutes in case bid is placed in the last five minutes before the appointed closing time. Bid increment amount will be minimum of Rs.5,00,000/-.
8. EMD amount of 10% of the Reserve Price is to be deposited in favour of **"Alchemist XLI Trust", A/c No. 048111100005279, Union Bank of India, RK Puram Branch, IFSC: UBIN0804819** through RTGS/NEFT on or before 18.06.2025 till 5.00 P.M.
9. The assets can be inspected from 3rd June 2025 to 7th June 2025 between 12 Noon to 4.00 P.M. after consulting the Authorized Officer.
10. The successful purchaser/highest bidder shall deposit 25% of the sale price (inclusive of EMD already paid), immediately on declaration of highest/successful and the balance 75% of the sale proceeds will be paid within 15 days from the date of confirmation of sale. If the successful bidder/purchaser fails to pay the sale price as stated above, the deposit made by him shall be forfeited.
11. All charges for stamp duty and registration charges, any statutory dues/rates/taxes/registration fee/miscellaneous expenses/ government dues/ dues of any authority etc. As applicable shall be borne by the successful bidder/purchaser only.
12. This is also a notice to the borrower and guarantors of the above loan about holding of auction sale on the above-mentioned date, time and venue, if their outstanding dues are not paid in full.
13. The borrower/guarantor are hereby notified to pay the sum as mentioned above along with up-to-date interest and ancillary expenses before the date of e-auction, failing which the property will be auctioned/sold and the balance dues, if any, along with interest and costs, shall be recovered from them as per applicable law.
14. For detailed Terms and Conditions / Bid Documents of the Sale, please refer to the link provided in our website i.e. www.alchemistarc.com.

For any clarification/information, interested parties may also contact the Authorised Officer of Alchemist ARC at Mobile +919650690566 or Email at suraj@alchemistarc.com.

Place: New Delhi
Date: 31st May 2025

Sd/-
Authorised Officer

2. BACKGROUND

The Company is a limited company that was incorporated under the Companies Act, 1956 on 08.03.1999. The Company operated in the retail line of business. The Directors of the Company are Mr. Bharat Jain, Ms. Eela Jain and Mr. Pawan Kumar Jain.

Nik Nish Retail Ltd managed a pan-India retail chain specializing in fashion accessories, home décor, household items, and related products. The company once maintained a workforce of approximately 200–500 employees.

State Bank of India sanctioned various credit facilities totaling Rs.35 Crore to Nik Nish Retail Ltd for its working capital and long-term requirements. Due to non-servicing of periodical interest and non-payment of monthly instalments, the account was classified as an NPA on 30.09.2008.

Alchemist Asset Reconstruction Company Limited, acting in its capacity as the Trustee of **Alchemist XLI Trust**, has acquired the financial assets pertaining to Nik Nish Retail Ltd from State Bank of India along with all underlying rights, titles, securities, guarantees, and interests vide an Assignment Agreement dated 01.02.2025.

3. DETAILS OF IMMOVABLE SECURED ASSETS FOR SALE

Lot No.	Details of the Secured Assets/Property	Reserve Price	EMD
Lot 1	All those the Unit No. 1-A, 1-B and 1-C each containing a super built up area of 3,180 Square Feet having total super built up area of 9,540 Sq. Ft. approximately (including 30% of Super Built up area) proportionate share in the common area on the Building of the South Western Side of the First Floor of the Building situated at the said premises No. 1, Ballygunge Park Road, PS: Ballygunge, Kolkata- 700019 together with undivided 6.75% share or interest in the land comprised in the said premises alongwith other amenities attached with the said Units in the name of Stuti Enclave Pvt. Ltd.	Rs.10,49,40,000	Rs.1,04,94,000

4. OUTSTANDING DUES

The total dues demanded is **Rs.36,00,94,247.72/ (Rupees Thirty-Six Crore Ninety-Four Thousand Two Hundred Forty-Seven and Paise Seventy-Two Only)** as on **15th December 2008** together with further interest and incidental expenses, costs, charges etc.

ENCUMBRANCES:

Alchemist ARC has been notified by Bally High Society (an Association of Apartment Owners of Bally High Building) vide its letter dated 14.04.2025 that an amount of ₹1,81,25,793/- is payable towards maintenance, electricity, water, and other charges in respect of the Secured Assets being auctioned. The bidder/purchaser shall bear all responsibility for conducting their own due diligence and shall be deemed to have purchased the property subject to the aforesaid liability.

Except as mentioned above, there are no other encumbrances with respect to the Secured Assets known to the Authorised Officer of Alchemist ARC, acting in its capacity as Alchemist XLII Trust, as on the date of this notice.

5. TERMS AND CONDITIONS

- 1) The Authorised Officer of Alchemist ARC, acting in its capacity as **ALCHEMIST - XLI TRUST**, exercising powers under the SARFAESI Act, 2002 read with the Security Interest (Enforcement) Rules, 2002, is selling the "Secured Assets" as mentioned in **PART 3** of this Bid Document. The said "Secured Assets" are being sold on an "**As is Where is**", "**As is What is**", "**Whatever There is**", and "**Without Recourse**" basis, with all known and unknown encumbrances. Dues and encumbrances relating to **Nik Nish Retail Ltd**, as known to the Authorised Officer, have been mentioned in **PART 4** of this Bid Document.
- 2) The Bid Document containing details of the Secured Assets and particulars of the terms and conditions of sale forming part of this sale notice may be collected from the office of the Authorised Officer of **Alchemist ARC at A-270, First & Second Floor, Defence Colony, New Delhi-110024** from **02.06.2025 to 18.06.2025** against payment of **Rs.5,000/-** by way of Cash / Demand Draft / Pay Order / Electronic Fund Transfer in favour of **ALCHEMIST XLI TRUST**, payable at New Delhi. The interested party may also contact the Authorised Officer at Email ID: suraj@alchemistarc.com for the Bid Document.
- 3) The Reserve Price ("**RP**") & Earnest Money Deposit ("**EMD**") for public auction of sale of the Secured Assets are as mentioned hereunder:

Lot No.	Details of the Secured Assets/Property	Reserve Price	EMD
Lot 1	All those the Unit No. 1-A, 1-B and 1-C each containing a super built up area of 3,180 Square Feet having total super built up area of 9,540 Sq. Ft. approximately (including 30% of Super Built up area) proportionate share in the common area on the Building of the South Western Side of the First Floor of the Building situated at the said premises No. 1, Ballygunge Park Road, PS: Ballygunge, Kolkata- 700019 together with undivided 6.75% share or interest in the land comprised in the said premises alongwith other amenities attached with the said Units in the name of Stuti Enclave Pvt. Ltd.	Rs.10,49,40,000	Rs.1,04,94,000

- 4) Please note that the Authorised Officer is not bound to accept the highest offer and/or any offer and reserves the right to accept or reject any / all offers without assigning any reason thereof.
- 5) The description of the Secured Assets is based on the mortgage created by the Borrower and/or the Guarantors to secure the debts of the Borrower. The Authorised Officer does not take any responsibility for any shortfall in the size / area of land physically on-site as compared to the area mentioned in this Bid Document, or for any discrepancy in the "Secured Assets". Permissions, approvals, clearances, no objections, procedural compliances, including

- mutations, etc., if any, required for the sale and transfer of “Secured Assets” shall be the sole responsibility of the Bidder.
- 6) The interested parties may carry out their independent due diligence in respect of the “Secured Assets” and encumbrances / liabilities on the said Assets, if any. The Bidders shall be deemed to have inspected and approved the “Secured Assets” to their entire satisfaction and, for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the Secured Assets, details of other Assets, and any other relevant information, including any litigations or legal proceedings in respect of the Borrower or the “Secured Assets” before submitting the Bids. It shall be presumed that the Bidder has satisfied itself about the names, descriptions, particulars, quantities, qualities, specifications, area / size of land, measurements, boundaries, and abutments of the “Secured Assets” and that the Bidder concurs with or otherwise admits the identity of the “Secured Assets” purchased by it, notwithstanding any discrepancy or variation by comparison of the description in the particulars of the “Secured Assets” and their condition. A Bidder shall be deemed to have full knowledge of the relevant documents, assets, liabilities / encumbrances / demands / statutory dues / litigations etc., whether he/she inspects the “Secured Assets” or visits the site or not. The Authorised Officer does not make any representation as to the correctness, validity, adequacy, sufficiency, or otherwise of any documents or information about the “Secured Assets for Sale”, including those pertaining to such liabilities, encumbrances, and dues as may have been relied upon by the Bidder in submission of its Bid or otherwise.
- 7) The Bidders shall not be entitled to receive reimbursement of any expenses that may have been incurred by them for carrying out the Due Diligence, preparation of the Bid for submission, or for any other purpose in connection with the purchase of the “Secured Assets”.
- 8) Any Bidder desirous of inspecting the Secured Assets may approach the Authorised Officer of Alchemist ARC, acting in its capacity as trustee of **Alchemist - XLI Trust**, during business hours on working days from 03.06.2025 to 07.06.2025. The Authorised Officer reserves the right to grant inspection as he may deem fit. Further, in case of grant of inspection, the interested parties may inspect the assets at their own cost after due intimation and confirmation from the Authorised Officer, in the presence of the Authorised Officer or a representative of the Authorised Officer available at the site to facilitate the inspection.
- 9) Interested Bidders shall submit their bids for the assets mentioned above along with the respective EMD by way of Electronic Fund Transfer / RTGS / NEFT in favour of ‘**ALCHEMIST - XLI TRUST**’ payable at New Delhi and addressed to the Authorised Officer, Alchemist Asset Reconstruction Company Limited, having its office at A-270, First & Second Floor, Defence Colony, New Delhi-110024. The Earnest Money Deposit (EMD) is to be paid by **18.06.2025 till 5.00 P.M.** into the following Account – **Union Bank of India, Branch: RK Puram, New Delhi, Account No. 048111100005279, Name of the A/c: ALCHEMIST XLI TRUST, IFSC Code: UBIN0804819**, receipt of which shall be enclosed with the Bid.
- 10) **The assets will not be sold below the Reserve Price.** The Last date of submission of Bid along with EMD shall be on or before **18.06.2025 by 5 PM.**

- 11) The intending bidder should submit the evidence of EMD deposited like UTR No. / Transaction Reference No. along with request letter for participation in the E-Auction and **self-attested** copies of:
- (i) Proof of Identification (KYC) viz ID Card / Driving Licence / Passport etc.,
 - (ii) Proof of Address,
 - (iii) Aadhaar of the Bidder,
 - (iv) PAN Card of the Bidder,
 - (v) Valid E-mail ID,
 - (vi) Contact Number (Mobile/Land Line of the bidder etc.),
 - (vii) Constitutional Documents in case of Business / Corporate Bidder,
 - (viii) Name and KYC documents of Beneficial Owner(s) in case of Business / Corporate Bidder, to the Authorised Officer, Alchemist Asset Reconstruction Company Limited, A-270, First and Second Floor, Defence Colony, New Delhi - 110024 **by 5 PM on 18.06.2025**.
- 12) Bidders shall hold a valid Email ID (**E-mail ID is absolutely necessary for the intending bidder as all the relevant information and allotment of ID & Password by E-Auction Agency i.e. M/s E-Procurement Technologies Ltd may be conveyed through E-mail**).
- 13) The Names of Eligible Bidders will be identified by the Authorised Officer, Alchemist Asset Reconstruction Company Limited, A-270, First and Second Floor, Defence Colony, New Delhi – 110024 and the assets shall be sold via 'E-Auction' through E-Auction Agency i.e. E-Procurement Technologies Ltd. having its office at B-705, Wall Street-II, Opp. Orient Club, Nr. Gujarat Collage, Ellis Bridge, Ahmedabad-380006, Gujarat at their website/ portal i.e. <https://sarfaesi.auctiontiger.net> who will provide User ID and Passwords after due verification of PAN & Other Details of the eligible Bidder.
- 14) The e-Auction Sale will be held on **23.06.2025 between 2.00 PM to 3.00 PM** with auto extensions for 5 (Five) minutes in case bid is placed in the last five minutes before the appointed closing time. For Support, Contact: 9265562818 / 9265562821 or support@auctiontiger.net. For more details, Contact: Mr. Ram Prasad at Mobile No. 08000023297 or at email ramprasad@autiontiger.net.
- 15) During e-Auction, if no bid is received within the specified time, the Authorised Officer of Alchemist Asset Reconstruction Company Limited, at its discretion, may decide to revise opening price / scrap the e-Auction process / proceed with conventional mode of tendering which is at sole discretion of Authorised Officer.
- 16) The Authorised Officer / Alchemist ARC / Service Provider for e-Auction shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes.
- 17) The Bidders are required to submit acceptance of the terms & conditions and modalities of e-Auction adopted by the Service Provider, before participating in the e-Auction as desired by the Service Provider / Authorised Officer / Alchemist ARC.

- 18) The Bid once submitted by the Bidder, cannot be cancelled / withdrawn and the Bidder shall be bound to buy the property / secured assets at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned herein will result in forfeiture of the amount paid by the defaulting bidder.
- 19) The Authorised Officer is not bound to accept the highest offer and the Authorised Officer has absolute right to accept or reject any or all offer(s) or adjourn / postpone / cancel the e-Auction without assigning any reason thereof. The sale is subject to confirmation by the Secured Creditor.
- 20) The EMD of successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder(s) shall be refunded within 7 working days from the date of auction or the date when the account details for refund are provided, whichever is later. **The EMD shall not bear any interest.**
- 21) The successful bidder shall have to deposit 25% of the sale price, adjusting the EMD already paid, immediately i.e. on the same day or not later than next working day. The successful bidder shall have to deposit balance 75% of the sale price within 15 days from the date of confirmation of sale or such extended period as may be granted by the Authorised Officer at its sole discretion (but not exceeding 90 days) alongwith interest @12% p.a., as may be conveyed in writing by the Authorised Officer to the successful bidder.
- 22) In case the Successful Bidder fails to deposit 25% of the Sale Price, within the stipulated time, the EMD shall stand forfeited without any further act on the part of the Authorised Officer. In case Successful Bidder, after paying 25% of the Sale Price, fails to pay the balance Sale Price in full within the stipulated time, the Authorised Officer shall forfeit all the amounts paid till then by the Successful Bidder, including the amount representing 25% of the sale price including the EMD.
- 23) As per Section 194-IA of the Income Tax Act, 1961, TDS shall be applicable on the sale proceeds if the sale consideration is Rs.50,00,000/- (Rupees Fifty Lakh only) or above. The successful bidder/purchaser shall deduct the applicable TDS @ 1% of the sale price and deposit it in favour of **STUTI ENCLAVE PRIVATE LIMITED** (owner and mortgagor), with Income Tax Department. As such, only 99% of the sale price is to be remitted to the Secured Creditor as per Mode of Payment set out above.
- 24) The Bidder shall complete, in all respects, the Auction Bid Form as set out in **PART 6**, accompanied by the Declaration by the Bidder as set out in **PART 7** of this Bid Document, together with the documents as specified therein, quote the price, furnish the information called for therein, and shall sign and date each of the Documents in the space provided therein for the purpose. The Bidder shall sign each page of the Bid. The submission of the Bid Document by a Bidder shall be deemed to constitute unconditional acceptance by the Bidder of this Bid Document and the terms and conditions herein.

- 25) A person is not entitled to submit its bid if such person, or any other person acting jointly or in concert with such person, is ineligible as per the provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016, and each Bidder shall be required to submit a notarised undertaking along with their KYC documents, declaring and confirming that the Bidder is not a connected party of the Borrower / Promoters / Guarantor(s) / Mortgagor (in the format as given in **PART 9**).
- 26) The Bid/Offer shall be signed by a person, or persons, duly authorised by the intending purchaser.
- 27) The Bid/Offer Form, Declaration by the Bidder, and Profile of the Bidder shall not be detached from one another, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the Documents attached thereto.
- 28) The Authorised Officer reserves the right to seek further clarification / details from the Bidder, including but not limited to the source of funds. All such clarifications / details may be recorded, and clarification would be sought in writing. Any clarification / detail sought from the Bidder will not constitute an invitation or commitment by the Authorised Officer to enter into any agreement, undertaking, or covenant with the Bidder.
- 29) During the E-auction, the Eligible Bidders may enhance their bid each time by Rs. 5,00,000/- (Rupees Five Lakh Only) or multiples of the same.
- 30) On any default in payment of the full purchase consideration for the "Secured Assets," all rights of the Successful Bidder shall stand forfeited, and the Successful Bidder shall have no right or interest in the "Secured Assets," and the Authorised Officer shall be within his right to sell the "Secured Assets" to any other Bidder or to any other person on such terms and conditions and in such manner as it may deem fit.
- 31) On confirmation of the sale, and if the terms of payment have been complied with, the Authorised Officer exercising the power to sell the "Secured Assets" under the SARFAESI Act, 2002 shall issue the Sale Certificate / Certificate of Sale for the "Secured Assets" in favour of the Successful Bidder as per the prescribed format, with such modifications at the sole discretion of the Authorised Officer as he may deem fit.
- 32) Physical Possession of the "Secured Assets" would be handed over to the Successful Bidder only after receipt of the entire sale price and issuance of the Sale Certificate / Certificate of Sale by Alchemist ARC. All expenses incurred by the Authorised Officer, including costs and expenses relating to security charges paid by the Authorised Officer from the date of the Letter of Confirmation of Bid, shall be reimbursed by the Successful Bidder at the time of handover of possession of the "Secured Assets."
- 33) The Successful Bidder / Purchaser would have to bear all the necessary expenses like stamp duty, registration expenses, and all other incidental costs, charges, and expenses etc., including but not limited to travelling expenses of the Authorised Officer in connection with the sale /

transfer of "Secured Assets" in its name. The Successful Bidder / Purchaser shall execute appropriate Indemnity in favour of the Authorised Officer and Alchemist ARC, in the form, content, and manner acceptable to the Authorised Officer and Alchemist ARC. It is expressly stipulated that there are no implied obligations on the part of the Authorised Officer in respect of the aforesaid, and it shall be solely the obligation of the Successful Bidder / Purchaser, at his/her cost, to do all acts, things, and deeds whatsoever for the completion of the sale.

- 34) The submission of the Bid/Offer means and implies that the Bidder has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid laid down herein and the Public Notice for Sale.
- 35) The time hereinabove fixed for the observance and performance by the Bidder of any of the obligations to be observed under these conditions is and shall be deemed to be of the essence.

GENERAL TERMS AND CONDITIONS:

- 1) The Authorised Officer shall be at liberty to amend/modify/delete/drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances at his sole discretion.
- 2) The Authorised Officer reserves the right and liberty to accept/reject any or all the Bids/Offer without assigning any reasons. In case all the Bids are rejected or the Successful Bidder fails to make payments as required in the Bid Document or withdraws his/her Bid, the Authorised Officer, at its sole discretion, reserves the right to proceed for sale of the assets by any of the modes as prescribed in the SARFAESI Act, 2002.
- 3) In the event the said sale in favour of the Bidder not being confirmed by the Authorised Officer, otherwise than on account of the default of the Bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be declared void and the Successful Bidder shall, in that event be entitled to receive back only the EMD or the Sale Price actually paid and the Successful Bidder shall not be entitled to be paid any interest on the EMD or the Sale Price, or to any costs, charges and expenses whatsoever, including but not limited to costs incidental to the said sale, investigation of title, carrying out of due diligence etc.
- 4) Authorised Officer shall be under no obligation to extend the time frame referred to in this Document. No extension of any timeline referred in this Document will be granted on the basis or grounds that Authorised Officer has not responded to any question or provided any clarification. However, Authorised Officer may in its sole discretion change or extend any timeline indicated in this Document and the same shall be binding on all Bidders.
- 5) All disputes arising amongst the parties shall be resolved amicably by mutual consultation amongst the parties. Disputes which could not be settled by mutual negotiation shall be finally settled by arbitration in New Delhi in accordance with the Arbitration & Conciliation Act, 1996. Chief Compliance Officer of Alchemist ARC shall be the Sole Arbitrator. The language for arbitration shall be English.

6. AUCTION BID FORM
ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED

**A-270 (First Floor & Second Floor), DEFENCE COLONY,
NEW DELHI-110 024,**

TEL.: 91-11-46562580 – 83 FAX: 91-11-46562584,

EMAIL: admin@alchemistarc.com

**PUBLIC E-AUCTION FOR SALE OF IMMOVABLE PROPERTY UNDER SECURITY INTEREST
(ENFORCEMENT) RULES, 2002**

SR. NO.	PARTICULAR	
1.	Name of Bidder: (In Capital Letter)	
2.	Father's / Husband's Name:	
3.	Date of Birth / Incorporation & Age:	
4.	Postal Address of Bidder: (Proof to be enclosed)	
5.	Whether bidder is participating for Self or for Other(s):	
6.	If participating for other(s), furnish the details for whom participating alongwith authority letter:	
7.	Phone No.:	Landline: Mobile:
8.	Email ID of Bidder/ Participant:	
9.	Date of Submission of Auction Application:	
10.	PAN of Bidder: (copy to be enclosed)	
11.	Details of Property for Sale & Item / Lot No.:	
12.	EMD Details:	

	RTGS/NEFT No.: DD/Pay Order No. & Date of Payment: Name of Bank & Branch: EMD Amount:	
12	Bid Amount Quoted (In Fig. & in Words):	

DECLARATION

I, do hereby express my interest for participating in public auction being conducted by Authorised Officer of **Alchemist Asset Reconstruction Company Limited** acting in its capacity as trustee of **Alchemist - XLI Trust**, for purchase of the secured assets and declare that I have read, understood and agree to all the terms and conditions of Public Auction for Sale and shall abide by them. In the event of my not being declared as successful bidder in the Public Auction, the EMD amount paid by me may be returned to me.

(Signature of the Bidder(s))

Note: 1. In case of multiple bidders, the details shall be given in a tabular form on a separate sheet.

7. DECLARATION BY THE BIDDER

To,
Authorised Officer,
Alchemist Asset Reconstruction Company Limited,
Acting in its capacity as **Alchemist-XLI Trust**
A-270 (First & Second Floor), Defence Colony, New Delhi-110024

Sir/Madam,

Reg.: Sale of "Secured Asset for Sale" underlying the Financial Assets of **NIK NISH RETAIL LTD**

- 1) Having fully examined and understood the terms and conditions of the Bid Document and condition and status of the Secured Asset for Sale, I/We offer to purchase the said "Secured Asset for Sale" strictly in conformity with the Terms and Conditions of this Bid Document.
- 2) I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the Terms and Conditions of the Bid and acquisition of the "Secured Asset for Sale". I/We understand that should I/We fail to execute and perform the Terms and Conditions of the Bid Document when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.
- 3) I/We further understand that if my/our Bid/Offer is accepted, should I/We fail to deposit the balance amount of the sale price the Earnest Money Deposit and any part of the sale price paid by me/us, shall also be forfeited, as laid down in the Terms and Conditions of the Bid Document.
- 4) I/We understand that you are not bound to accept the highest or any Bid/Offer you may receive. Further, I/We will not raise any objection in case the Authorised Officer cancels this Bid and goes for sale the "Secured Asset for Sale" by any of the modes as prescribed in the SARFAESI Act, 2002.
- 5) I/We understand that time is the essence for completing the Auction Sale process of the Secured Asset and I/we agree and undertake to abide by it. In case the bid is accepted by the Authorised Officer and if I/we fail to accept the Terms and Conditions of sale/or not able to complete the transactions within the specified time for any reasons whatsoever and/or fail to fulfil any/all terms of the Bid Document, not only the amounts deposited/paid may be forfeited by the Authorised Officer, Alchemist ARC shall also have a right to proceed against me/us for specific performance of the contract.
- 6) I/We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the Terms and Conditions of the Tender Document can be summarily rejected.

Date:

Place:

(Signature)

8. AUTHORITY LETTER

To,
The Authorised Officer,
Alchemist Asset Reconstruction Company Ltd
A-270, First & Second Floor,
Defence Colony-110024, New Delhi

Dear Sir,

Reg.: Authorization to participate in Auction

Ref.: Property / Lot No. _____.

I/We have submitted my bid documents for participating in auction announced by you for sale of asset(s) in the account of **NIK NISH RETAIL LTD** (Borrower).

I/We hereby authorize Mr./Ms. to participate in the auction on my/our behalf. I/We request you to allow the above-named representative to participate in the auction/inter-se bidding on my/our behalf.

I/We confirm that I/We shall be bound by the bids made by my/our above-named representative. I/We also authorize the above-named representative to sign on my behalf any or all documents pertaining to auctions and to collect the Demand Draft(s) submitted by me/us towards EMD, if the same is required to be returned upon completion of auction. His signature appears herein below.

A copy of the Identity Proof of the said representative is attached and he shall carry the original Identity Proof at the time of entering the place of auction.

Thanking you,
Yours Sincerely,

.....
Name & Signature of Bidder(s)

.....
Name & Signature of Representative

.....
Signature of Bidder(s) attesting the Signature of Representative

9. DECLARATION CUM UNDERTAKING

(On stamp paper of Rs.100/-)

To
Authorized Officer
Alchemist Asset Reconstruction Company Limited
(acting in its capacity as Trustee of **Alchemist XLI Trust**)
Registered address
A-270, First & Second Floor,
New Delhi-110024,

Sub: Declaration cum Disclosure of eligibility and undertaking by bidder required in compliance of Master Directions for Asset Reconstruction Companies

FROM:

_____, C/o S/o D/o _____
[PAN No] _____, R/o _____, hereby declare that:

I/We have gone through the E-Auction Sale Notice dated 31.05.2025 and the Terms & Conditions of auction sale of the Secured Asset(s) and understand that:

1. Nik Nish Retail Ltd ("Borrower") is a limited company that was incorporated under the Companies Act, 1956 on 08.03.1999. The Company operated in the retail line of business. The Directors of the Company are Mr. Bharat Jain, Ms. Eela Jain and Mr. Pawan Kumar Jain.
2. State Bank of India sanctioned various credit facilities totaling Rs.35 Crore to Nik Nish Retail Ltd for its working capital and long-term requirements. Due to non-servicing of periodical interest and non-payment of monthly instalments, the account was classified as an NPA on 30.09.2008.
3. Alchemist Asset Reconstruction Company Limited, acting in its capacity as the Trustee of Alchemist XLI Trust, has acquired the financial assets pertaining to Nik Nish Retail Ltd from State Bank of India along with all underlying rights, titles, securities, guarantees, and interests vide an Assignment Agreement dated 01.02.2025.
4. Since Borrower & Guarantors have failed and neglected to pay the said dues within 60 days from the date of demand notice issued under Section 13(2) of SARFAESI Act, 2002, the sale notice has been issued to recover dues from the Borrower / Mortgagor.
5. I/We declare that:
 - (a) I/We am/are not an undischarged insolvent;
 - (b) I/We am/are not a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - (c) No account in my/our name has been classified as non-performing asset ("NPA") in accordance with the guidelines of the Reserve Bank of India issued under the Banking

- Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of submission of bid;
- (d) I/We am/are not under the management or control of any NPA account nor I am a promoter of any company/firm whose account has been classified as NPA and at least a period of one year has lapsed from the date of such classification till the date of submission of bid.
 - (e) I have not been convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any Act specified under the Twelfth Schedule; or
 - (ii) for seven years or more under any law for the time being in force;
 - (f) I/We have not been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
 - (g) I/We have not been and/or am a promoter or involved in the management or control of any Borrower in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place;
 - (h) I/We am/are not subjected to any disability, corresponding to clauses (a) to (h) of section 29A of IBC,2016, under any law in a jurisdiction outside India; or
 - (i) I/We do not have a connected person not eligible in terms of clauses (a) to (i) of section 29A of IBC,2016.

I/We, therefore, confirm that I/We am/are eligible under the relevant provisions of law to submit Bid, participate in caution process and purchase the Secured Asset(s) and further declare that i) neither I/We nor any person connected with me are engaged in the management and control of Borrower or its associates/relatives who are eligible under the relevant provisions of law to submit Bid, participate in caution process and purchase the Secured Asset, ii) I/We shall be bind by the terms contained in the sale certificate and also issue an indemnity or such other undertaking/ letters as may be necessary to indemnify Alchemist Asset Reconstruction Company Limited and its officers/ management from future losses/ claims/ litigations/ etc. under law and iii) I confirm that my declaration and disclosure is true and correct.

DEPONENT

VERIFICATION

I/We, the deponent above, do hereby solemnly declare and affirm that the above statements given by me are true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading.

DEPONENT