ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED

A-270, (FIRST & SECOND FLOOR), DEFENCE COLONY,

NEW DELHI-110024

BID DOCUMENT

FOR

PUBLIC AUCTION SALE OF IMMOVABLE SECURED ASSET(S) MORTGAGED BY

M/S COLLAGE ESTATES PRIVATE LIMITED (BORROWER)

IN ACCORDANCE WITH SECURITY INTEREST (ENFORCEMENT) RULES, 2002

ISSUED BY AUTHORISED OFFICER (AO) OF ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED

Alchemist Asset Reconstruction Company Limited * A-270 (F.F.) (S.F.) Defence Colony New Delhi

[Issued by Authorised Officer]

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I. E-AUCTION SALE NOTICE

ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED
A-270 (FF & SF), Defence Colony, New Delhi-110 024, Tel.: 91-11-46562580 - 83
Fax: 91-11-46562584, Email: admin@alchemistarc.com, Web: www.alchemistarc.com

AUCTION SALE NOTICE

(Please see rule 8(6) & 9 of Security Interest (Enforcement) Rules, 2002 & Appendix IV A)

E-Auction Sale Notice for Sale of Immovable Secured Asset (hereinafter referred to "Secured Asset(s)" under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the SARFAESI Act, 2002") read with Rule 8(6) & Rule 9 of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to **Collage Estates Private Limited** (hereinafter referred to as **"Borrower", Mortgagor & Guarantors**), that the below described Secured Asset(s), mortgaged/charged to the Secured Creditor, the possession of which has been taken by the Authorised Officer of Assignor Bank i.e. United Bank of India on 15.09.2016. After assignment of debt pertaining to M/s Collage Estates Private Limited by United Bank of India assigned all its rights, titles and interests in favour of the Alchemist Asset Reconstruction Company Limited (AARC), AARC become the Secured Creditor and the possession is now stand with the Authorised officer of AARC (acting in its capacity of trustee of Alchemist-XI Trust), will be sold through E-Auction, on **"As is where is", "As is what is", "Whatever there is"** and **"Without Recourse Basis"** by the Authorised Officer of Alchemist Asset Reconstruction Company Ltd.("AO") by way of "Online Auction through E-Auction Agency, **C1 India Pvt. Ltd.**, at their website/portal i.e. http://www.bankeauctions.com on **27.08.2026** at **11:30 AM** with unlimited auto extension of five (5) minutes each if enhanced bid is made before close of e-Auction, for recovery of dues aggregating to **Rs. 39,88,65,084.41** as on 31.07.2026 together with further interest and charges due to the AARC. The details of the Secured Asset(s)/Reserve Price/Auction Date & Time and Earnest Money Deposit (EMD) are mentioned below:

S. No	SCHEDULE OF SALE OF SECURED ASSETS	Reserve Price (RP)	Details of Auction & EMD
1	Basement I, area admeasuring 97,097 Sq. Feet, Basement II, area admeasuring 94,541 Sq. Feet and Basement III area admeasuring 22,235 Sq. Feet (parking) of Viva Collage Mall, located on National Highway I, Jalandhar Punjab, owned by M/s Collage Estates Pvt. Ltd. (Symbolic possession has been taken on 15.09.2016) Shop No TF-3, Third Floor area admeasuring 4,835 Sq. Feet, of Viva Collage Mall, on National Highway I, Jalandhar Punjab, owned by M/s Collage Estates Pvt. Ltd. (Physical possession of shop No. TF-3, has been taken on 06.12.2017)	Rs. 13,61,00,000/-	Date of E-auction **27.08.2026** Time of E-auction **11:30 AM IST** Earnest Money Deposit **Rs. 1,36,10,000/-** Bid Increment **Rs. 1,00,000/-**

Terms & Conditions:

- The Sale will be done by the undersigned through e-auction platform provided at Web Portal: https://www.bankeauctions.com, The interested bidders who require assistance in creating Login Id & Password, uploading data, submitting Bid Documents, Training/ Demonstration on Online Inter-se Bidding etc., may contact **M/s. C1 India Pvt. Ltd.**, 3rd Floor, Plot No. 68, Sector – 44, Gurgaon, Haryana Pin: 122003, email Id: support@bankeauctions.com Helpline No. 0124-4302020, 21, 23 Contact No. 9948182222.
- The attention of all interested parties is invited to the provisions of sub-section (8) of Section 13 of SARFAESI Act, 2002 regarding time available to redeem the Secured Assets. Borrower/Mortgagor/Guarantor(s) may also treat this notice as 15 days Sale Notice (in terms of Rule 8(6) r/w Rule 9(1) of the Security Interest (Enforcement) Rules, 2002) and are hereby given a last and final opportunity to discharge the liability in full before 27.08.2026 failing which the Immovable Secured Asset(s) will be sold as per terms and conditions mentioned in this sale notice as well as the bid document published in the link provided below.
- For Encumbrances, bidders are advised to see Bid Document. The sale is strictly subject to the terms & conditions incorporated in this Auction Sale Notice and the Bid Document (published in the Link mentioned below) containing details of the Immovable Secured Asset(s) and particulars of terms and conditions of sale forming part of this Auction sale notice. This is without prejudice to any other rights available to Secured Creditor under the SARFAESI Act, 2002 and/or any other law.
- A person is not entitled to submit its bid if such person, or any other person acting jointly or in concert with such person ineligible as per the section 29A of Insolvency Bankruptcy Code, 2016 and all bidder shall be required to

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submit a Notarised Undertaking with all their KYC, declaring and confirming that bidder do not have any kind of relationship (professional/personal), with Borrower/Promoters/Guarantors/Mortgagors (draft given in Bid Document).

- For participation in the Auction Sale, any bidder, desirous of participating in the auction sale shall have to collect the Bid Document from the office of AO at A-270, First & Second Floor, Defence Colony, New Delhi-110024, on working days from **10.08.2026 to 25.08.2026** during working hours against payment of Rs. 1000/- via Online Payment/Cheque/DD/Pay Order in favour of **"Alchemist XI Trust"**, payable at Delhi or through RTGS/NEFT, **Account No. 911020000871553**, beneficiary "Alchemist XI Trust", IFSC Code No. UTIB0000357, Bank Branch Axis Bank Ltd., Defence Colony, New Delhi - 110024.
- Alternatively, the bidder can also obtain the bid document from AO via email after making payments of Rs. 1000/- via electronic mode in the above Bank account. Bidder Shall submit duly executed bid document with EMD on or **before 25.08.2026 till 3:00 PM**.
- 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 Lakhs only) and above. The Successful bidder/purchaser shall deduct the applicable TDS (1%) and deposit, in favour of transferor i.e. Alchemist-XI Trust, having Pan No. AACTA9895K, with Income Tax Department. Furthermore, only 99% of the sale price is to be remitted to the Secured Creditor.
- For detail terms and conditions of the sale, please visit the **Link** {**Link:** *www.alchemistarc.com* and click on *LIVE AUCTIONS* tab}. For any clarification/information, interested parties may contact the AO Mob: **8130836012**, telephone numbers – **011 – 46562580-81-82-83** or email at admin@alchemistarc.com.

Place: Delhi **Sd/-**
Date: 10.08.2026 **(Authorised Officer)**

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II. TERMS AND CONDITIONS OF E- AUCTION SALE

1. The Authorized Officer (hereafter **"AO"**) of Alchemist Asset Reconstruction Company Ltd. (**AARC**) (AARC acting in its capacity as Trustee of **Alchemist - XI Trust**), exercising the powers under the SARFAESI Act, 2002 read with Security Interest (Enforcement) Rules, 2002 is auctioning the Secured Assets as mentioned in **Section IV** of the Bid Document via E-Auction. The said Secured Assets for Sale is being sold on **"As is Where is"** and **"As is What is"** and **"Whatever there is"** and on **"Without Recourse Basis"** with all known and unknown encumbrances.

2. The original title deeds and all other related documents in respect of the Secured Assets, as more particularly described in the Sale Notice and this Bid Document, are held in deposit with the **Security Trustee**, namely State Bank of Patiala. Accordingly, the Sale Certificate in favour of the successful bidder shall be issued by the Authorised Officer only upon receipt of the full and final sale consideration, as per the terms of sale, in accordance with the applicable provisions of the SARFAESI Act, 2002 and the Security Interest (Enforcement) Rules, 2002.

3. The details of the outstanding dues and known encumbrances has also been mentioned by the AO in **Section V** of this Bid Document.

4. The Reserve Price **(RP)** & Earnest Money Deposit **(EMD)** for public auction sale of the Immovable Secured Asset(s) is as mentioned in the Auction Sale Notice.

5. The description(s) of the Secured Asset(s) given in Auction Sale Notice and in the Bid Document is/are based on mortgage created by Collage Estates Private Limited (borrower & mortgagor). The AO does not take any responsibility for any shortfall in the size /area of land physically on site as compared to the area mentioned in the Auction Sale Notice / Bid Document or any other discrepancy in the "Secured Assets". Permissions, approvals, clearances, no objection, payment of any past stamp duty/government dues/authority dues/ etc. and procedural compliances, including mutations etc., if any, required for completion of the sale and transfer of "Secured Assets" shall be sole responsibility of Bidder.

6. The interested parties/intending bidders, prior to submitting their bid, shall carry out their independent due diligence in respect of the "Immovable Secured Asset(s)" and encumbrances / liabilities on the said Assets, if any.

7. It shall be the sole responsibility of the interested parties/intending bidders to inspect and satisfy themselves about the assets and specifications before submitting the bid.

8. **Terms of Payment:**

   (i) Earnest Money Deposit (EMD) as mentioned in the Auction Sale Notice shall be deposited on or before **03:00 PM on 25.08.2026**;

   (ii) H1 Bidder/Successful Bidder shall immediately, i.e. on the same day or not later than next working day, as the case may be, pay a deposit of **25% percent** (less EMD) of the amount of sale price;

   (iii) H1 Bidder/ Successful Bidder shall deposit balance **75% percent** 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 (not exceeding 90 days) along with interest @12% p.a., may be conveyed in writing by the Authorised Officer to the successful bidder requesting for extension of time for making payment of the balance sale price.

   (iv) 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 Lakhs only) and above. The Successful bidder/purchaser shall deduct the applicable TDS (1%) and deposit, in favour of transferor i.e. Alchemist-XI Trust, having Pan No. AACTA9895K, with Income Tax Department. Furthermore, only 99% of the sale price is to be remitted to the Secured Creditor.

9. **Mode of Payment:**

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(i) Through: Online Payment/Cheque/DD/Pay Order shall be in favour of "**Alchemist XI Trust**", payable at New Delhi or

(ii) Through RTGS/NEFT in the following Bank account:

Account No. 911020000871553, beneficiary "**Alchemist XI Trust**",
IFSC Code No. UTIB0000357,
Bank. Axis Bank Ltd, Defence Colony, New Delhi, New Delhi 110024.

10. Collection of Bid Document:

(i) The Bid Document containing details of the Secured Asset(s) and particulars of terms and conditions of sale forming part of the Sale Notice may be collected either from the office of Authorized Officer at A-270, First & Second Floor, Defence Colony, New Delhi – 110024, on working days from **10-08-2026 to 25-08-2026** during working hours against payment of Rs. 1000/- via Online Payment/Cheque/DD/Pay Order in favour of "Alchemist XI Trust", payable at Delhi or through RTGS/NEFT, Account No. 911020000871553, beneficiary "Alchemist XI Trust", IFSC Code No. UTIB0000357, Bank Branch Axis Bank Ltd., Defence Colony, New Delhi - 110024.

(ii) Or interested parties/intending bidders can also obtain the bid document from AO via email after making payments of Rs. 1000/- via electronic mode in the above-mentioned bank account.

11. The Submission of Bid Document by a Bidder shall be deemed to constitute unconditional acceptance by the Bidder of this Bid Document and the terms & conditions herein. The bidder shall follow the following Instruction for Submission of Bid:

(i) Interested parties are advised to go through the detailed Terms & Conditions as mentioned in the Bid Document, and also inspect and satisfy themselves about the Secured Assets being offered for sale as per time schedule mentioned in the Bid Document, before submission of their quotation / bid.

(ii) Interested Bidder(s) shall submit his/her/its/their signed and filled Bid Document with EMD as mentioned in the Auction Sale Notice on or before **25-08-2026 till 3:00 PM** along with respective Proof of remittance of Earnest Money Deposited (EMD).

(iii) The Bid Document shall be signed by the intending purchaser or a person or persons duly authorized by the intending purchaser.

(iv) 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 Notarized Undertaking along with their KYC documents, declaring and confirming that bidder is not a connected party of Borrower/Promoters/Guarantor(s)/Mortgagor (as per draft given in Bid Document).

(v) The bidder shall be required to submit the bid (*Initial Bid*) either at or above the reserve price (mentioned in the Auction Sale Notice) in the prescribed manner as mentioned in the Bid Document along with the EMD amount.

(vi) The Bidder shall complete, in all respects, the Auction Bid Form accompanied with the Declaration by the Bidder as set out in PART-VI of this Bid Document together with the documents as specified therein, quote the Initial Bid amount, furnish the information called for therein and shall sign each page of the Bid. The submission of Bid Document by a Bidder shall be deemed to constitute unconditional acceptance by the Bidder of this Bid Document and the terms & conditions set out herein.

(vii) The Auction Bid 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.

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(viii) The interested bidders shall submit their Earnest Money Deposit (EMD) details and scanned documents including Duly Executed Auction Bid Form in sealed pack envelope at A-270, First & Second Floor, Defence Colony, New Delhi. The Bidders shall be required to submit Auction Bid Form, Proof of EMD Deposit, Declaration and undertaking and updated KYC documents and comply with other requirements. If any Bidder(s) does not submit KYC documents or comply with such requirement, it shall be deemed that such Bidder does not intend to enhance its bid and the Initial Bid submitted by such bidder is his final offer.

12. Any Bidder desirous of inspecting the Immovable Secured Asset may approach the AO of AARC acting in its capacity as trustee of Alchemist-XI Trust during the business hours in working days from the date of publication i.e., **10-08-2026 to 25-08-2026.** The AO reserves the right to grant inspection as he may deem fit. Further, in case of grant of inspection, the interested parties may inspect the Secured Assets at their own cost after due intimation and confirmation from the Authorised Officer, in the presence of a representative of the Authorised Officer available at the site to facilitate the inspection.

13. Interested parties are advised to go through the detailed Terms & Conditions as mentioned in the Bid Document, and also inspect and satisfy themselves about the secured assets being offered for sale as per time schedule mentioned in the Bid Document, before submission of their quotation / bid.

14. The Interested bidder shall submit their Earnest Money Deposit (EMD) details and documents through Web Portal: https://www.bankeauctions.com (the user ID & Password can be obtained free of cost by registering name with https://www.bankeauctions.com through Login Id & Password. The interested bidders who require assistance in creating Login Id & Password, uploading data, submitting Bid Documents, Training/ Demonstration on Online Inter-se Bidding etc., may contact M/s. C1 India Pvt. Ltd., 3rd Floor, Plot No. 68, Sector – 44, Gurgaon, Haryana Pin: 122003, email Id: support@bankeauctions.com Helpline No. 0124-4302020, 21, 23 Contact No. 7291981124, 25, 26 Contact Person: Mr. Vinod Chauhan Contact No. +91-9813887931

15. The Bidders may require to submit Bid Form, proof of EMD Deposit, declaration and undertaking and upload KYC and comply with other requirements, if any notified by Auction Agency M/s C1 India Private Ltd. and if any Bidder(s) does not submit/upload KYC or comply with requirement, it shall be deemed that such Bidder does not intend to enhance its bid and the Initial Bid submitted by such bidder is his final offer.

16. 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 Secured 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 abuttals of the "Secured Assets" and that the Bidder concurs 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. AO does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any documents or information about "Secured Assets" for sale including pertaining to such liabilities, encumbrances and dues as may have been relied upon by the Bidder in submission of its Bid or otherwise.

17. 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, in preparation of the Bid for submission or for any other purpose in connection with purchase of the "Secured Assets".

18. Authorised Officer is not bound to accept the highest offer or any offer and reserves the right to accept any or reject any / all offers without assigning any reasons thereof.

19. Authorised Officer reserves the rights to seek further clarification / details from the Bidder including source of funds and source of source. All of such clarifications / details may be recorded and clarification would be sought

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in writing. Any clarification / detail sought from the Bidder will not constitute an invitation or commitment by Authorised Officer to enter into any agreement, undertaking or covenant with the Bidder.

20. The Name of the Eligible Bidders will be identified by the AO to participate in e-auction on the portal https://www.bankeauctions.com. The e-auction service provider M/s C1 India Private Limited will provide User id and password by email to eligible bidders.

21. **Date, Time and Place of Auction:** The e-auction of the Immovable Secured Asset shall be conducted through Electronic mode on **27-08-2026** by AO, through e-Auction Agency M/s. C1 India Private Limited at their website/portal i.e. https://www.bankeauctions.com. Time of E Auction will be from **11:30 AM** (on 27-08-2026) with unlimited auto extension clause, i.e. the end time of e-Auction will be extended by five (5) minutes each time if bid is enhanced before close of e-Auction. The E-Auction will start from the Highest Initial Bid submitted in the Bid Form.

22. During the auction, the Eligible Bidders may enhance their bid each time by **Rs. 1,00,000/- (Rupees One Lacs Only) or** multiples of the same.

23. 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 AO and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc.

24. Subject to other terms and condition contained herein above and below, the bidder who submits the highest bid amount (not below the reserve price) on closure of Auction process shall be declared as the Successful (H1) Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Authorised Officer.

25. The EMD of successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded within Seven (7) working days from the date of auction. **The EMD shall not bear any interest.** The successful bidder shall have to deposit the remaining amount (as stipulated in **Terms of Payment** at Serial No. 8, above) in the bank account (details of which are given at Serial No. 9 mentioned above).

26. In case the Successful Bidder fails to deposit **25% percent** 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% percent** 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% percent** of the sale price including the EMD.

27. 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 & conditions and in such manner as it may deem fit.

28. 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 and read with Security Interest (Enforcement) Rules, 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.

29. 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 by AARC. All expenses incurred by the Authorised Officer including costs and expenses relating to security charges paid by the Authorised Officer from the date of Letter of Confirmation of Bid shall be reimbursed by the Successful Bidder at the time of handover of possession of the "Secured Asset(s)". It is expressly stipulated that there is no express or implied obligation on the part of the Authorised Officer of handing over physical possession of the Secured Assets sold in terms of this Sale/Auction Process.

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30. The Successful Bidder / Purchaser would have to make all arrangement for registration of the sale certificate and shall bear all the necessary expenses like adjudication of stamp duty, payment of stamp duty, registration charges/expenses (as applicable), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses etc. in connection with the sale of the aforesaid asset shall be borne by the Purchaser in connection with sale/transfer of "Secured Assets" in its name. The Successful Bidder / Purchaser shall execute appropriate Indemnity in favour of Authorised Officer & AARC, in the form, content and manner acceptable to the Authorised Officer & AARC. 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.

31. The submission of the Bid Document with Auction Bid From means and implies that the Bidder has unconditionally and irrevocably agreed to and accepted all the above terms & conditions of the Bid laid down herein and the Public Notice for Sale.

32. 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:

33. 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.

34. The Authorised Officer reserves the right and liberty to accept/reject any or all the Bids/Offers 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.

35. 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 any TDS, GST, 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.

36. 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 direction change or extend any timeline indicated in this Document and the same shall be binding on all Bidders.

37. 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. The Language for arbitration shall be English.

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III. BACKGROUND

Collage Estates Private Limited (CEPL) [CIN No. U45201DL2006PTC146785], a company registered under the Companies Act, 1956 having its Registered Office at 56-58 Community Centre, East of Kailash, New Delhi DL 110065 (hereinafter referred as the "Borrower") had availed financial facilities / Loan from the United Bank of India (Now Punjab National Bank) (hereinafter referred to as the "Original lender").

To secure the repayment of the financial facilities granted by the Original Lender, apart from other security(s) the Borrower created charge by way of mortgage over the Secured Asset(s) (details of which are given in **Section IV** of this bid document) owned by Collage Estates Private Limited.

As the Borrower defaulted in the repayment of the said financial facilities to the Original Lender, the account of Borrower was classified as Non-Performing Asset on 31.01.2016 in the books of the lender. In view of the defaults committed by Borrower, notice under section 13(2) of SARFAESI Act 2002, was issued by the United Bank of India on 23.05.2016 calling upon the Borrower, Mortgagor & Personal Guarantors to repay the outstanding amount(s) demanded within 60 days from the date of the said notice(s), together with further interest and other expenses / costs thereon until payment / realization.

The Borrower, Mortgagor and the Guarantor(s) failed to discharge their liability and on their failure to pay the dues, the Authorized Officer (AO) of the United Bank of India issued notice dated 15.09.2016. Subsequently, the paper publication was affected on 20.09.2016 in The Tribune in English and Dainik Tribune in Hindi in Jalandhar Delhi.

The Authorized officer (of the Original Lender) thereafter issued 13(4) notice dated 15.09.2016 and took symbolic possession of the Immovable Secured Assets. The order of the District Magistrate, Jalandhar dated 29.08.2017 was obtained under section 14 of SARFAESI Act, 2002 and the physical possession of Shop TF-3 at third Floor area admeasuring 4,835 Sq. Feet was taken on 06.12.2017 by the Authorized Officer (of the Original Lender). Though the order was also passed w.r.t secured assets (Parking Areas) but upon the request of the borrower, the authorized officer took the symbolic possession of the parking space because of the common entrance/access and access to the electrical & safety equipment's fitted in the basement and the main entrance was practically not possible to lock.

The said actions of authorized officer w.r.t physical possession of Immovable Secured Asset(s) were challenged by the borrower by way of Securitization Appeal (SA) before Hon'ble DRT Delhi, where no stay was granted. Subsequently, the said SA was dismissed.

Meanwhile, United Bank of India assigned its debt pertaining to the borrower with all underlying right, title and interest to Alchemist Asset Reconstruction Company Ltd. (AARC) acting for itself and as trustee of Alchemist XI Trust vide Assignment Agreement dated 28.03.2018 and since than possession of the Secured Assets is with the authorized officer of AARC.

During pendency of Substitution Application before DRT Delhi, the OA was dismissed in default and the restoration application is still pending.

Now, AARC, under section 13(9) of SARFAESI Act, 2002, the Immovable Secured Assets (more particularly described in Section IV of this Bid Document) being sold herewith through Auction Sale and accordingly, now the AO of AARC has put the mortgaged Immovable Asset for Sale as per the provisions of the SARFAESI Act, 2002.

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[Issued by Authorised Officer]

IV. DETAILS OF IMMOVABLE SECURED ASSET(S) FOR SALE

DESCRIPTION OF IMMOVABLE SECURED ASSET(S)
Basement I, area admeasuring 97,097 Sq. Feet, Basement II, area admeasuring 94,541 Sq. Feet and Basement III area admeasuring 22,235 Sq. Feet (parking) of Viva Collage Mall, located on National Highway I, Jalandhar Punjab, owned by M/s Collage Estates Pvt. Ltd.
Shop No TF-3, Third Floor area admeasuring 4,835 Sq. Feet, of Viva Collage Mall, on National Highway I, Jalandhar Punjab, owned by M/s Collage Estates Pvt. Ltd.

Note: The original title deeds and all other related documents in respect of the Secured Assets, as more particularly described in the Sale Notice and this Bid Document, are held in deposit with the Security Trustee, namely State Bank of Patiala. Accordingly, the Sale Certificate in favour of the successful bidder shall be issued by the Authorised Officer only upon receipt of the full and final sale consideration, as per the terms of sale, in accordance with the applicable provisions of the SARFAESI Act, 2002 and the Security Interest (Enforcement) Rules, 2002.

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[Issued by Authorised Officer]

V. OUTSTANDING DUES & ENCUMBRANCES

Total amount recoverable by AARC from Borrower, Mortgagor and Guarantor(s) is **Rs. 39,88,65,084.41** (Rupees Thirty-Nine Crore Eighty-Eight Lakhs Sixty-Five Thousand Eighty-Four Rupees and Forty-One Paisa Only) as on **31-07-2026** together with further interest and charges due to the AARC.

ENCUMBRANCES:

- No other encumbrances known to Authorised Officer.

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New Delhi

[Issued by Authorised Officer]

VI. FORMS

A - Auction Bid Form with Declaration by the Bidder;
B - Declaration cum Disclosure of eligibility and undertaking by bidder required in compliance of Master Circular - Asset Reconstruction Companies;
B - Form of the Sale Certificate with Terms & Conditions;
C - Form of Deed of Indemnity;

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[Issued by Authorised Officer]

A: AUCTION BID FORM WITH DECLARATION BY THE BIDDER

TO,

AUTHORISED OFFICER,
ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED,
A-270 (FF & SF), DEFENCE COLONY, NEW DELHI-110 024,
TEL.: 91-11-46562580 – 83 FAX: 91-11-46562584.
EMAIL: admin@alchemistarc.com

SUB: PUBLIC AUCTION SALE OF SECURED ASSETS WITH RESPECT TO SECURED DEBT PERTAINING TO COLLAGE ESTATES PRIVATE LIMITED ("BORROWER") UNDER SECURITY INTEREST (ENFORCEMENT) RULES, 2002

I/We, the bidder /s, do hereby state that, I/we have read the Bid Document and the terms and conditions of Auction Sale Notice and the respective advertisement and understood them fully. I/We hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our offer for purchase of the Immovable Secured Asset(s) as appearing in the Bid Document is as under:

Name of Bidder(s)	
Authorised Signatory (in case of company/firm)	
Father's / Husband's Name	
Date of Birth/Date of Incorporation	
Address of the Bidder Office / Residence (attested proof enclosed as Annexure _____)	
Identification Proof enclosed (attested)	Aadhar Card No. PAN Card No. Passport / Voter ID Card/ Driving License etc.
Phone Nos.	Landline: Mobile. Fax.
E-Mail ID of Bidder	
Details of Property/Immovable Secured Asset(s) for Sale	Immovable Secured Asset(s) details are mentioned under section IV of this bid document.
EMD Details:	RTGS/NEFT No. DD/ PAY ORDER NO. Date: Drawn on: Payable at:
Initial Bid Amount (In Fig. & in Words) *	
Bank Account details from which EMD payed (Cancelled Cheque attached)	
Date of submission of Auction Application:	

A-270 (F.F.) (S.F.) Defence Colony New Delhi Alchemist Asset Reconstruction Company Limited

[Issued by Authorised Officer]

DECLARATION

I/we, the bidder/s, do hereby express my/our interest for participating in public auction being conducted by Authorised Officer of Alchemist Asset Reconstruction Company Limited acting in its capacity as **Alchemist-XI 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 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 as per Bid terms of Bid Document. Further,

1 Having fully examined and understood the terms and conditions of the Public Auction Sale Notice and condition and status of the Secured Assets for Sale, I/We offer to purchase the said Secured Assets strictly in conformity with the Terms and Conditions of the auction sale.

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 Public Auction Sale Notice for the Secured Assets. I/We understand that should I/We fail to execute and perform the Terms and Conditions of the auction sale 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 the auction sale.

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 AO cancels this Bid and goes for sale the Secured Assets 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 Assets and I/we agree and undertake to abide by it. In case the bid is accepted by the AO 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 the auction sale, not only the amounts deposited/paid may be forfeited by the AO, AARC 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 the auction sale can be summarily rejected.

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New Delhi

[Issued by Authorised Officer]

Signature of the Bidder/
Authorized Signatory
(Mr./Ms.________________________________)
(Rubber stamp of the company/firm)

Enclosures of Auction Form:

1) **Proof of EMD in case of DD/Pay Order:**

   a. Original DD/Pay Order No.__________ Dated: __________ Drawn on Bank _______________ Payable at __________

2) **Proof of EMD in case of RTGS/NEFT**:

   a. RTGS/NEFT Number with prof of remittance of the EMD amount into the account stipulated in Bid Document.

3) **Self-Attested Aadhar Card/Voter ID Card, PAN Card of bidder.**

4) **In case of Company or Firm** [strike-off whichever is not applicable]

   a. Certified copy of Certificate of Incorporation,
   b. Certified copy of Board Resolution,
   c. Copy of Partnership Deed in case of Partnership Firm.
   d. Authorisation letter in favour of one of the partners.
   e. Self-Attested Aadhar Card/Voter ID Card, PAN Card of Company and its authorised signatory.

5) **Signed Bid Document** [Bid Document signed by the tenderer on every page]**.**

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

[Issued by Authorised Officer]

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

B: DECLARATION CUM UNDERTAKING

(On stamp paper of Rs. 50/-)

To
Authorized Officer
Alchemist Asset Reconstruction Company Limited
(Trustee of Alchemist – XI Trust)
A-270, First Floor, Defence Colony,
Delhi – 110024.

Sub: Declaration cum Disclosure of eligibility and undertaking by bidder required in compliance of Master Circular – Asset Reconstruction Companies.

FROM:

_____________________S/o D/o_____________________________[PAN No] ___________ , R/o _____________________________, hereby declare that:

A. I/we have gone through the auction sale notice and terms and conditions of auction sale of the Secured Assets and understand that:

1. Collage Estates Private Limited (CEPL) [CIN No. U45201DL2006PTC146785], a company registered under the Companies Act, 1956 having its Registered Office at 56-58 Community Centre, East of Kailash, New Delhi DL 110065 (hereinafter referred as the "Borrower") had availed financial facilities / Loan from the United Bank of India (Now Punjab National Bank) (hereinafter referred to as the "Original lender") and to secure the repayment of the said loans the Borrower mortgaged the Secured Assets in favour of Original Lender.

2. As the Borrower defaulted in the repayment of the said financial facilities to the Original Lender, the account of Borrower was classified as Non-Performing Asset on 31.01.2016 in the books of the lender. In view of the defaults committed by Borrower, notice under section 13(2) of SARFAESI Act 2002, was issued by the United Bank of India on 23.05.2016.

3. As the Borrower and co-obligor failed to discharge their liability the Original Lender issued 13(2) notice dated 15.09.2016. The Authorized officer (of the Original Lender) thereafter issued 13(4) notice dated 15.09.2016 and took symbolic possession of secured assets. The order of the District Magistrate, Jalandhar dated 29.08.2017 was obtained under section 14 of SARFAESI Act, 2002 and the physical possession of secured asset (Shop TF-3) was taken on 06.12.2017 by the Authorized Officer (of the Original Lender). Though the order was also passed w.r.t secured assets (Parking Areas) but upon the request of the borrower, the authorized officer took the symbolic possession of the parking space because of the common entrance/access and access to the electrical & safety equipment's fitted in the basement and the main entrance was practically not possible to lock.

4. Subsequently, United Bank of India assigned its debt pertaining to the borrower with all underlying right, title and interest to Alchemist Asset Reconstruction Company Ltd. (AARC) acting for itself and as trustee of Alchemist XI Trust vide Assignment Agreement dated 28.03.2018 and since than possession of the Secured Asset is with the authorized officer of AARC.

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B. I/we further declare that:

1. I/we am/are not an undischarged insolvent;
2. 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);
3. 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;
4. I am 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.
5. I have not been convicted for any offence punishable with imprisonment –
   - for two years or more under any Act specified under the Twelfth Schedule; or
   - for seven years or more under any law for the time being in force;
6. I have not been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
7. I 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;
8. I am 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
9. I do not have a connected person not eligible in terms of clauses (a) to (i) of section 29A of IBC,2016.

I, therefore, confirm that I am eligible under the relevant provisions of law to submit Bid, participate in caution process and purchase the Immovable Secured Asset(s) and further declare that i) neither I 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 shall 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

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

[Issued by Authorised Officer]

I, 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

Alchemist Asset Reconstruction Company Limited
A-270
(F.F.) (S.F.)
Defence Colony
New Delhi

[Issued by Authorised Officer]

DECLARATION CUM UNDERTAKING
(On stamp paper of Rs. 50/-)

To
Authorised Officer
Alchemist Asset Reconstruction Company Limited
(Trustee of Alchemist – XI Trust)
A-270, First Floor, Defence Colony,
Delhi – 110024.

Sub: Disclosure of eligibility and declaration by bidder

FROM:

______________________________[Name of Company/firm], having PAN No./GST No.______________________ registered Officer at______________________________ through its authorised director/representative ______________________________, S/o. Sh. _______________,R/o ______________________________ who is authorised vide board Resolution dated ______________(hereafter the "Bidder")

a) I/we have gone through the auction sale notice and terms and conditions of auction sale of the Secured Assets and understand that:

1. Collage Estates Private Limited (CEPL) [CIN No. U45201DL2006PTC146785], a company registered under the Companies Act, 1956 having its Registered Office at 56-58 Community Centre, East of Kailash, New Delhi DL 110065 (hereinafter referred as the "Borrower") had availed financial facilities / Loan from the United Bank of India (Now Punjab National Bank) (hereinafter referred to as the "Original lender") and to secure the repayment of the said loans the Borrower mortgaged the Immovable Secured Asset(s) in favour of Original Lender.

2. As the Borrower defaulted in the repayment of the said financial facilities to the Original Lender, the account of Borrower was classified as Non-Performing Asset on 31.01.2016 in the books of the lender. In view of the defaults committed by Borrower, notice under section 13(2) of SARFAESI Act 2002, was issued by the United Bank of India on 23.05.2016.

3. As the Borrower and co-obligor failed to discharge their liability the Original Lender issued 13(2) notice dated 15.09.2016. The Authorized officer (of the Original Lender) thereafter issued 13(4) notice dated 15.09.2016 and took symbolic possession of secured assets. The order of the District Magistrate, Jalandhar dated 29.08.2017 was obtained under section 14 of SARFAESI Act, 2002 and the physical possession of secured asset (Shop TF-3) was taken on 06.12.2017 by the Authorized Officer (of the Original Lender). Though the order was also passed w.r.t secured assets (Parking Areas) but upon the request of the borrower, the authorized officer took the symbolic possession of the parking space because of the common entrance/access and access to the electrical & safety equipment's fitted in the basement and the main entrance was practically not possible to lock.
4. Subsequently, United Bank of India assigned its debt pertaining to the borrower with all underlying right, title and interest to Alchemist Asset Reconstruction Company Ltd. (AARC) acting for itself and as trustee of Alchemist XI Trust vide Assignment Agreement dated

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28.03.2018 and since than possession of the Immovable Secured Asset(s) is with the authorized officer of AARC.

B) I/we further declare that:

1. the Bidder is not an undischarged insolvent;
2. the Bidder is 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);
3. no account of the Bidder 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;
4. the Bidder is not under the management or control of any NPA account nor the Bidder is 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.
5. the Bidder or any of its promoter/director has not been convicted for any offence punishable with imprisonment: –
    - for two years or more under any Act specified under the Twelfth Schedule; or
    - for seven years or more under any law for the time being in force;
6. the Bidder or any of its promoter/director has not been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
7. the Bidder or person connected with it are not 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;
8. the Bidder or any of its promoter/director is 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
9. the Bidder or any of its promoter/director do not have a connected person not eligible in terms of clauses (a) to (i) of section 29A of IBC,2016.

The above-named Bidder, therefore, confirm that the Bidder or any of its promoter/director is eligible under the relevant provisions of law to submit Bid, participate in caution process and purchase the Secured Asset and further declare that i) the Bidder declare that neither the Bidder nor any of its promoter/director nor any person connected with the Bidder or any of its promoter/director 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) the Bidder further undertake and declare that the Bidder shall 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 Secured Creditor and its officers/ management from future losses/ claims/ litigations/ etc. under law and iii) the Bidder confirms that my declaration and disclosure is true and correct.

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(F.F.) (S.F.)
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New Delhi

[Issued by Authorised Officer]

DEPONENT

VERIFICATION

I, 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

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(F.F.) (S.F.)
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[Issued by Authorised Officer]

C: <u>FORM OF THE SALE CERTIFICATE</u>

<u>(IMMOVABLE PROPERTY)</u>

{AS PER RULE 9 (6) OF SECURITY INTEREST (ENFORCEMENT) RULES, 2002}

Whereas,

The undersigned being the Authorised Officer (hereafter "AO") of the Alchemist Asset Reconstruction Company Ltd. (AARC) (AARC acting in its capacity as Trustee of Alchemist-X Trust, under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) (hereinafter referred to as **"SARFAESI Act**) and in exercise of the powers conferred under Section-13 of SARFAESI Act read with Rule-8 & 9 of the Security Interest (Enforcement) Rules, 2002 sold on behalf of AARC in favour of

[In case of Individual]

______________________S/o D/o____________________[Name of Successes bidder]__________[PAN No] _____________ , R/o ______________________________

/ [In case of a company/firm]

_________________________[Name of Company/firm], having PAN No./GST No.____________________ registered Officer at_________________________ through its authorised director/representative ______________________________, S/o. Sh. ________________,R/o ________________________________

("hereinafter referred to as "**the Purchaser**"), the Immovable Property shown in the **Schedule-I enclosed hereto**, mortgaged/secured in favour of AARC (since debt assigned to AARC), SBI and Canara Bank by Haguru Engineering Pvt. Ltd.(mortgagor) with respect Secured Debt pertaining to Clutch Auto Limited ("Borrower").

The undersigned acknowledge the receipt of Rs. _________________ (Rupees ____________________Only), the sale price in full and handed over the delivery and possession of the Immovable Property as mentioned in the Schedule-I. The sale of the Immovable Property has been made on "**as is where is** & **as is what is** and **whatever there is**" basis and on "**no recourse basis**" with all encumbrances, liability and charges etc. (known and unknown). The sale has been made subject to the terms and conditions mentioned in the **Schedule-II enclosed hereto**. The schedules are part and parcel of this Sale Certificate. The purchaser has signed this Sale Certificate in token of confirmation and unconditional acceptance of all the above.

Issued By	**Accepted By**
(Signature)	**(Signature)**
Name_________________	Name_______________
(Authorised Officer of Secured Creditor)	______________________
Alchemist Asset Reconstruction Company Ltd.	**PAN No..................**
(acting in its capacity as Trustee of Alchemist-XI Trust)	**Aadhar No:**______________
(Secured Creditor)	
PAN No. of Trust: AACTA9895K	

SCHEDULE-I

Alchemist Asset Reconstruction Company Limited A-270 (F.F.) (S.F.) Defence Colony New Delhi

[Issued by Authorised Officer]

DETAILS OF IMMOVABLE SECURED ASSET(S)

DESCRIPTION OF IMMOVABLE SECURED ASSET(S)
Basement I, area admeasuring 97,097 Sq. Feet, Basement II, area admeasuring 94,541 Sq. Feet and Basement III area admeasuring 22,235 Sq. Feet (parking) of Viva Collage Mall, located on National Highway I, Jalandhar Punjab, owned by M/s Collage Estates Pvt. Ltd.
Shop No TF-3, Third Floor area admeasuring 4,835 Sq. Feet, of Viva Collage Mall, on National Highway I, Jalandhar Punjab, owned by M/s Collage Estates Pvt. Ltd.

Note: The original title deeds and all other related documents in respect of the Secured Assets, as more particularly described in the Sale Notice and this Bid Document, are held in deposit with the Security Trustee, namely State Bank of Patiala. Accordingly, the Sale Certificate in favour of the successful bidder shall be issued by the Authorised Officer only upon receipt of the full and final sale consideration, as per the terms of sale, in accordance with the applicable provisions of the SARFAESI Act, 2002 and the Security Interest (Enforcement) Rules, 2002.

Purchaser Name

Name
Authorised Officer
Alchemist Asset Reconstruction Company Ltd (acting in its capacity as Trustee of Alchemist-XI Trust)

Date: ___________________

Place:

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(F.F.) (S.F.)
Defence Colony
New Delhi

[Issued by Authorised Officer]

SCHEDULE-II:
(TERMS, AND CONDITIONS OF SALE)

1. The sale of Secured Assets (shown in the Schedule-I above) is on 'as is where is and as is what is and whatever there is' basis and on "no-recourse basis".
2. The Authorised Officer of AARC has, pursuant to the measures under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the SARFAESI Act,2002"), taken possession of the Immovable Property shown in the Schedule-I above, mortgaged in favour of AARC (since debt assigned to AARC), with respect to secured debt pertaining to Collage Estates Private Limited ("Borrower").
3. The description of Immovable Property shown in the Schedule-I above is based on the mortgages created by the borrower with United Bank of India (UBI) to secure the debt of UBI (assigned in favour of AARC). The Authorized Officer do not take any responsibility for any shortfall or discrepancy in the Immovable Property shown in the Schedule-I above.
4. The Purchaser acknowledges that it has been given sufficient opportunity to independently verify the condition, state of Immovable Property shown in the Schedule-I above, conduct its own due diligence, at its own costs, in respect of the same, to its satisfaction, before proceeding to purchase the Immovable Property shown in the Schedule-I above. Therefore, the Purchaser shall not be entitled to make any representation or raise any query/ objection/ demand/ claim vis-a-vis AARC/Authorised Officer as to the title or condition of the Immovable Property or any part thereof or any liabilities / encumbrances / dues / taxes / levies, any litigations or legal proceedings relating to the same, whether disclosed or undisclosed, known or unknown, after execution of this Sale Certificate. Further, the Purchaser acknowledges that it has satisfied itself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttals of the Immovable Property.
5. Notwithstanding anything stated, above, the Purchaser acknowledges that Authorised Officer does not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any documents or information, about Immovable Property shown in the Schedule-I above including pertaining to liabilities, encumbrances, dues and litigations and proceedings, if any, as may have been relied upon by Purchaser in completing Purchase of the Immovable Property shown in the Schedule-I above.
6. Neither AARC nor the Authorised Officer undertakes any responsibility to procure any permission/license etc. in respect of the Immovable Property shown in the Schedule-I above being sold hereunder. Permissions, approvals, clearances, no objection, procedural compliances, including mutations etc., if any, required for sale & transfer of assets shall be sole responsibility of the Purchaser, provided that AARC may, at the cost and expense of the Purchaser, take necessary steps to complete the sale if the Purchaser fails to perform and /or complete the sale under this document.
7. Removal of encroachments and/or unauthorized tenants/ constructions on the Immovable Property shown in the Schedule-I above as also resolution of the pending litigation including any title dispute in respect of the Immovable Property shown in the Schedule-I above shall be the sole responsibility of the Purchaser and AARC has not and does not undertake any responsibility in this regard.
8. AARC does not accept / undertake any responsibility for, nor shall the sale proceeds be subject to any statutory dues and/or any other dues such as water/electricity/service charges, transfer fees, dues of the Municipal Corporation/local authority dues, workmen's dues including Provident Fund Dues, LTC, Gratuity dues, unpaid salary etc., taxes including sales tax, commercial tax, value added tax, property, tax, wealth tax, income tax, mandi tax, excise dues, or any other cess, duties, levies etc. by whatever name it is called, including interest thereon if any, whether due and payable presently or in future. The Purchaser shall keep and hold the AARC and Authorized Officer indemnified and save harmless, to the satisfaction of the AARC, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by AARC for the enforcement of the indemnity), which the AARC shall suffer as a result of any liabilities, dues of authorities end departments, statutory or otherwise, any other dues, if any, as mentioned above in respect of the Immovable Property shown in the Schedule-I above / Mortgagor/Borrower or which, are claimed against the proceeds of the sale of the Immovable Property shown in the Schedule-I above to the Purchaser.
9. The Purchaser will bear all the necessary expenses like adjudication and payment of stamp duty, registration expenses, cess, sales tax and excise (as are applicable on transaction of the sale of the Immovable Property shown in the Schedule-I above), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Immovable Property shown in the Schedule-I above in its name and shall execute appropriate indemnity in this regard in favour of AARC, in

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the form and content acceptable to the AARC. It is expressly stipulated that there are no implied obligations on the part of the Authorized Officer or the AARC in respect of the aforesaid and it shall be solely the obligation of the Purchaser, at it/his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale.

10. The Purchaser(s) shall be bound by the regulations of the municipal, local/ any other authority, as applicable in regard to the use of the Immovable Property shown in the Schedule-I above and shall further abide by statutory and requisite rules, regulations, schemes etc as applicable under prevailing laws.
11. As from the date of confirmation of the Sale of the Immovable Property shown in the Schedule-I above, the risks and costs as regards any loss or damage to the Immovable Property shown in the Schedule-I above by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or riot or unlawful assembly of persons or from any other cause whatsoever shall be that of the Purchaser and neither AARC nor the Authorised Officer shall be liable for any such loss or damages. The Purchaser will have to defend, initiate, and prosecute any legal proceedings arising out of sale of the Immovable Property shown in the Schedule-I above at its own cost, consequence and liability. It shall be sole prerogative of AARC to assume such defence as deemed fit and shall not be forced to respond to such litigation provided that AARC may at its sole discretion and at the cost and expense of the Purchaser, extend necessary cooperation, on best effort basis, to the Purchaser for defending such proceedings, provided the same is not to the detriment of or against the interests of AARC.
12. Any expenses (by whatever name called) incurred towards handling, demarcation, in respect to Immovable Property shown in the Schedule-I above and any other incidental expenses including any other expense shall be borne by the Purchaser and AARC shall not be liable for the same.
13. Disputes, if any, shall be subject to jurisdiction of Delhi Courts/ Tribunals only. Notwithstanding anything to the contrary, the Purchaser expressly submit to the exclusive jurisdiction of Delhi Courts/ Tribunals only.
14. Words & expressions used hereinabove but not defined herein shall have the same meanings respectively assigned to them under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

Issued By	**Accepted By**
(Signature)	**(Signature)**
Name__________________	Name________________
(Authorised Officer of Secured Creditor)	________________________
Alchemist Asset Reconstruction Company Ltd.	**PAN No.:..................**
(acting in its capacity as Trustee of Alchemist-XI Trust)	**Aadhar No:**______________
(Secured Creditor)	
PAN No. of Trust: AACTA9895K	
Date: ____________	
Place:	

Alchemist Asset Reconstruction Company Limited
A-270
(F.F.) (S.F.)
Defence Colony
New Delhi

[Issued by Authorised Officer]

C: FORM OF DEED OF INDEMNITY

(Purchaser shall affix Stamp duty as applicable and notarised this Deed)
(This forms part of the terms and conditions of invitations and sale)

This DEED OF INDEMNITY executed at ____________ on this _____ day of ______ 2023 By ____________________ [please mention complete name and address] (Hereinafter referred to as "the Purchaser", which expression shall include its successors and assigns).

In favour of:

The Alchemist Asset Reconstruction Company Ltd., (acting in its capacity as Trustee of Alchemist-XI Trust), is a Company incorporated under the Companies Act,1956 and Registered as Securitization and Asset Reconstruction Company pursuant to Section 3 of SARFAESI and having its office at A-270, First & Second Floor, Defence Colony, New Delhi-110024 (hereinafter referred to as "**AARC**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

A. Whereas Authorised Officer has, pursuant to the measures under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the SARFAESI Act,2002"), taken possession of the Immovable Property shown in the Schedule-I, mortgaged/secured in favour of AARC (since debt assigned by United Bank of India to AARC), with respect to secured debt pertaining to Collage Estates Private Limited ("Borrower").
B. Whereas the Authorized Officer confirmed offer on behalf of AARC in favour of the Purchaser and subject to terms and conditions contained in the Sale Certificate.
C. Whereas as covenants of the documents of terms and conditions of sale and 'Sale Certificate' state that the adjudication of stamp duty, payment of stamp duty, registration charges, (as applicable), unrecovered transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the aforesaid asset shall be borne by the Purchaser. Non-payment of stamp duty under prevailing laws, rules, and regulations notifications shall entail "AARC" to take such steps to repossess the secured assets and put up the same for sale under applicable law.
D. Whereas the documents of terms and conditions of sale and Sale Certificate further state that "the said assets are being sold on "as is where is & as is what is" basis. Further, AARC does not accept / undertaken any responsibility for, nor shall the sale proceeds be subject to any pending / outstanding statutory dues and any other dues such as water / electricity / services charges, transfer fees, dues of the Municipal Corporation / local authority dues, tax or any other duties, levies by whatever name it is called including interest, etc if any. The Secured Assets are being sold with all known and unknown encumbrances. Further, all liabilities, dues of authorities and departments, statutory or otherwise, any other dues, if any, in respect of the Secured Assets and if payable in law/ attachable to the Secured Assets / sale proceeds by reason of the proposed sale of the Secured Assets, shall be the sole responsibility and to the account of the Purchaser. In pursuance thereof, the Purchaser indemnifies AARC to save and keep AARC harmless from any and all liability incurred by AARC on account of any suits, claims, (including any expenses incurred by AARC for the enforcements of this indemnity) which AARC shall suffer as a result of any failure on the part of the Purchaser to meet and clear any pending / outstanding statutory dues and any other dues such as water / electricity / service charges, transfer fees, dues of the Municipal Corporation / local authority dues, tax, any other dues or any other duties, levies by whatever name it is called including interest, etc of any and dues or any claim made by any person in respect of such liabilities, encumbrances and dues".

AARC has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the Immovable Secured Asset(s), the Purchaser viz ____________________ and their successors, nominees, heirs as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep AARC indemnified and save harmless, against any and all losses, damages, liabilities. Suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by AARC for the enforcement of this indemnity), which AARC shall suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital's above more specifically C, D, or any claim made by any person, entity, firm. In respect of such liabilities, encumbrances and dues as mentioned above and it is declared that this indemnity is without prejudice to and is in addition to any other rights of AARC.

[Issued by Authorised Officer]

Alchemist Asset Reconstruction Company Limited
A-270
(F.F.) (S.F.)
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New Delhi

IN WITNESS whereof the Purchaser has put their hands on the day and year first hereinabove written.

Signed and delivered by: ____________________

Purchaser Address: ____

Date: _____________

Place:

SCHEDULE-I

DETAILS OF IMMOVABLE SECURED ASSET(S)

DESCRIPTION OF IMMOVABLE SECURED ASSET(S)
Basement I, area admeasuring 97,097 Sq. Feet, Basement II, area admeasuring 94,541 Sq. Feet and Basement III area admeasuring 22,235 Sq. Feet (parking) of Viva Collage Mall, located on National Highway I, Jalandhar Punjab, owned by M/s Collage Estates Pvt. Ltd.
Shop No TF-3, Third Floor area admeasuring 4,835 Sq. Feet, of Viva Collage Mall, on National Highway I, Jalandhar Punjab, owned by M/s Collage Estates Pvt. Ltd.

Note: The original title deeds and all other related documents in respect of the Secured Assets, as more particularly described in the Sale Notice and this Bid Document, are held in deposit with the Security Trustee, namely State Bank of Patiala. Accordingly, the Sale Certificate in favour of the successful bidder shall be issued by the Authorised Officer only upon receipt of the full and final sale consideration, as per the terms of sale, in accordance with the applicable provisions of the SARFAESI Act, 2002 and the Security Interest (Enforcement) Rules, 2002.

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Alchemist Asset Reconstruction Company Limited
A-270 (F.F.) (S.F.) Defence Colony New Delhi

[Issued by Authorised Officer]