

**Terms and Conditions of E-Auction for sale of immoveable property more particularly described in the SCHEDULE – I (“Secured Assets”) herein below under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”) and Security Interest (Enforcement) Rule, 2002 (“Rules”). The E-Auction Notice dated 4<sup>th</sup> February 2025 has been published in “Free Press Journal” (English) & “Navshakti” (Marathi) on - 6<sup>th</sup> February 2025 (“Auction Notice”), having circulation in Mumbai. The present terms and conditions shall be read with Auction Notice.**

The sale shall be subject to the provisions of SARFAESI Act, Rules and following terms and conditions:

1. The Authorised Office of HDFC Bank Limited (“**Bank**”) under SARFAESI Act and Rules has taken symbolic possession of the Secured Assets described in the SCHEDULE - I herein below in respect of total outstanding of amount of 10,69,60,66,679/- (Rupees One Thousand Sixty Nine Crores Sixty Lakh Sixty Six Thousand Six Hundred and Seventy Nine Only), due as on 31<sup>st</sup> December 2024 together with further contractual interest, penal charges, incidental charges, cost, expenses from 1st January 2025, which is due from Dharmesh Constructions Private Limited. The e-Auction is being held on “AS IS WHERE IS”, “AS IS WHAT IS BASIS”, “WHATEVER IS THERE IS” and “WITHOUT RECOURSE” basis.
2. To the best of knowledge and information of the concerned Authorised Officer, other than as already disclosed there is no encumbrance on any Secured Asset. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of Secured Assets put on auction and claims/ rights/ dues/ effecting the Secured Assets, prior to submitting their bid. The Secured Assets are being sold with all the existing and future encumbrances whether known or unknown to the Authorised Officer / Bank. The concerned Authorised Officer/ Bank shall not be responsible in any way for any third-party claims/ rights/ dues of whatsoever nature.
3. The Auction Notice publication does not constitute and will not be deemed to constitute any offer or commitment or any representation of the Authorised Officer / Bank. The Authorised Officer / Bank may in its sole discretion, without assigning any reason, withdraw / suspend / discontinue / not to go ahead with the e-auction or change or vary or extend the process or the timelines indicated herein and in the Auction Notice and also issue one or more addendum/ corrigendum as required, and the same shall be binding on each bidder and the Bank shall not be liable for payment of any damages or any cost incurred by the bidder during the entire process. The decision of the Bank in this regard shall be final and binding.
4. The particulars in respect of the Secured Assets specified in public notice have been stated to the best of the information and knowledge of the Authorised Officer /Bank. However, the Authorised Officer / Bank shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are therefore requested in their own interest, to satisfy themselves with regard to the above and all other relevant details / material information pertaining to the said Secured Assets, the area

measurements thereof, before submitting the bids.

5. It shall be the responsibility of the bidders to inspect and satisfy themselves about the Secured Assets and specification before submitting the bid.
6. Neither Bank nor the Authorised Officer shall incur any liability in any manner whatsoever for any loss or injury caused to the Bidder(s)/Purchaser(s) resulting directly from the use of the information by the Bidder(s) / Purchaser(s) including, but not limited to, any consequential, incidental, indirect, special, or punitive damages.
7. Bank / the Authorised Officer does not warrant the accuracy or completeness of the information contained herein or as to the existence of other facts which might be significant / material and shall not accept any responsibility or liability whatsoever for use of or placing reliance upon the publication or any of the contents hereof. Neither the sale notice publication nor any information made available to the public whether directly by Bank / the Authorised Officer or indirectly through its agents, constitutes etc. should be construed as any recommendation, expression of opinion or advice.
8. The bidders / prospective purchasers are advised in their own interest to satisfy themselves with regard to the title and correctness of other details pertaining to the immovable properties / Secured Assets including the size/area of the immovable properties / Secured Assets in question as also ascertain any other dues / liabilities / encumbrances to which it is subject from the concerned authorities / body / person etc. to his/her/its/their satisfaction before submitting the bids. By virtue of submission of your bid, it shall be deemed that you have conducted your own independent due diligence at your own costs including verifying various legal proceedings, as well as ascertain the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to your satisfaction before submitting the bid. Any bid made shall be deemed to have been submitted after your complete satisfaction thereto and/or all claims there against, and due proper inspection and you shall not be entitled to make any representations or raise any query or objection to the Authorised Officer / Bank as to the title or condition of the Secured Assets or any part thereof or any liabilities, encumbrances, dues, taxes, and levies irrespective as to whether they are disclosed or undisclosed.
9.  
|Any error, mis-statement or omission shall not be a ground for annulment of the sale and shall neither discharge the successful bidder(s)/ purchaser(s) of his/her/their/its obligations nor entitle such successful bidder / purchaser to claim any compensation. The bidder/purchaser shall be bound by the regulations of the local / any other authority, body, person etc. whether statutory or otherwise as may be applicable with regard to the use, occupation and disposal of the Secured Assets.
10. The interested bidders shall submit their 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 EMD shall be payable through NEFT / RTGS in the following Account, latest by 4.00 P.M. on or before the respective dates mentioned in the Auction Notice.:

Name of the Account : DFSO Transitory Account,  
Name of the Beneficiary : HDFC BANK LTD.,  
Bank Account No. : 57500000904261,  
IFSC Code : HDFC0000240,  
Bank : HDFC Bank Ltd.,  
Branch : 240 - Worli Sandoz House, Mumbai.

The EMD shall be payable only by NEFT/RTGS/Demand draft/Pay order and shall only be done from the account of the intending bidders and the details of which shall be mentioned in the web portal. It is clarified, for avoidance of any doubt, that no interest shall accrue, in relation to any EMD amount. DD/Pay order drawn in favour of HDFC Bank Ltd to be payable at Mumbai, drawn on any scheduled commercial Bank along with letter of participation in the bid, shall reach to the concerned Authorised Officer on /or before 4.00 P.M. on the respective dates mentioned in the Auction Notice at HDFC Bank Ltd Dept For Special Operations, 2<sup>nd</sup> Floor, HDFC Spenta, Mthuradas Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400013.

11. The bids which are conditional or contingent and/or which are not accompanied by EMD amount shall be out rightly rejected. Bids received after the last date fixed for receiving bids may not be considered or entertained at the sole discretion of the Authorised Officer / Bank.
12. After Registration (One Time) by the bidder in the Web Portal, the intending bidder/purchaser is required to get the copies of the following documents uploaded in the Web Portal before the Last Date & Time of submission of the Bid Documents viz. i) Copy of the NEFT / RTGS Challan or Copy of Demand Draft along with letter of participation ; ii) Copy of PAN Card; iii) Proof of Identification/ Address Proof (KYC) viz. self-attested copy of Voter ID Card/ Driving License/ Passport/ Ration Card etc.; without which the Bid is liable to be rejected. UPLOADING SCANNED COPY OF ANNEXURE-II & III (can be downloaded from the Web Portal: <https://www.bankeauctions.com> ) AFTER DULY FILLING UP & SIGNING & SEAL IS ALSO REQUIRED.
13. The interested bidders who require assistance in creating Login ID & Password, uploading data, submitting bid, training on e-bidding process etc., may contact our service provider M/s. C1 India Pvt. Ltd., Plot No 68, 3rd floor, sector 44, Gurgaon 122003. Helpline Nos: 72919811, 24, 25, 26 Mr. Bhavik Pandya Mobile: 8866682937 and Help Line e-mail ID: support@bankeauctions.com and for Secured Assets related query may contact Mr. Amit Lalani (Contact Nos. 9323387789) and Mr. Hemant Mokashi (Contact No. 9833773131) (10:00 AM to 5:00 PM).

14. Only bidders holding valid User ID/ Password and confirmed payment of EMD shall be eligible for participating in the e-Auction process.
15. The prospective qualified bidders may avail online training on e-Auction from M/s. C1 India Pvt. Ltd. prior to the date of e-Auction. Neither the concerned Authorised Officer/ Bank nor M/s. C1 India Pvt. Ltd. shall be liable for any Internet Network problem and the interested bidders to ensure that they are technically well equipped for participating in the e-Auction event.
16. The bidders are advised to go through the detailed Terms & Conditions of e-Auction available on the Web Portal of M/s. C1 India Pvt. Ltd., <https://www.bankeauctions.com> and [www.hdfcbank.com](http://www.hdfcbank.com) before submitting their bids and taking part in the e-Auction.
17. Any issue with regard to connectivity during the course of bidding online shall be the sole responsibility of the bidder and no claim in this regard shall be entertained. The intending bidders should register their name at <https://www.bankeauctions.com> and get user-id and password free of cost. Bidders who are holding valid ID & Password provided by M/s. C1 India Pvt. Ltd., for this auction after due verification of the documents are allowed to participate in online e-auction on the above portal.
18. Bidding in the last moment should be avoided in the bidders' own interest as neither the Authorised Officer/ Bank nor Service provider will be responsible for any lapse/failure (Internet failure/power failure etc.) in order to ward-off such contingent situations bidders are requested to make all necessary arrangements / alternatives such as power supply back-up etc., so that they are able to circumvent such situation and are able to participate in the auction successfully.
19. The interested bidder has to submit their Bid Documents [EMD] and required documents on/ before the respective dates mentioned in the auction notice till 4 P.M., after going through the Registering Process (One time) and generating User ID & Password of their own, shall be eligible for participating the e-Auction Process, subject to due verification (of the documents) and/ or approval of the concerned Authorised Officer.
20. The bidders are not permitted to withdraw their bids once the EMD is deposited by them. In case of non participation of bidders in the auction, the EMD shall be forfeited.
21. During the Online Inter-se Bidding, Bidder can improve their Bid Amount as per the 'Bid Increase Amount' (as mentioned in auction notice) or its multiple and in case bid is placed during the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes (each time till the closure of e-Auction process), otherwise, it'll automatically get closed. The bidder who submits the highest bid amount (not below the Reserve Price) on the closure of the e-Auction process shall be declared as a successful bidder by the concerned Authorised Officer/ Bank, after required verification.
22. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders and /or where the Bank decides to cancel/ withdraw the e-auction shall be refunded without any interest thereon. The EMD shall not bear any interest. The successful bidder shall have to forthwith deposit 25% of the sale price, adjusting the EMD already paid, immediately after the acceptance of bid

price by the concerned Authorised Officer and the balance 75% of the sale price on or before 15th day of acceptance of the bid price by the concerned Authorised Officer or within such extended period as agreed upon in writing by and solely at the discretion of the concerned Authorised Officer. In case of default in payment by the successful bidder, the amount already deposited by the bidder shall be liable to be forfeited and Secured Assets shall be put to re-auction and the defaulting bidder shall have no claim/ right in respect of Secured Assets / amount, of whatsoever nature.

23. The concerned Authorised Officer/Bank is not bound to accept the highest offer / successful bid and the concerned Authorised Officer/Bank has the absolute right to accept or reject any or all bids/ offer(s) or adjourn/ postpone/ cancel the e-Auction without assigning any reason thereof.
24. After acceptance of the bid/offer by Bank / the Authorised Officer, the Immovable Properties / Secured Assets shall remain and be at the sole risk of the successful bidder / prospective purchaser in all respects including but not limited to loss or damage caused by fire, theft, force majeure or other risks from the date of acceptance of the offer.
25. Authorised Officer / Bank shall be at liberty to amend/modify/delete any of the terms and conditions at its sole discretion as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the bidders / purchaser and the bidders/ purchaser shall be deemed to have accepted such revised terms and shall accordingly be bound by them.
26. Where the said Secured Assets are subject matter of any suit, application, proceedings or litigation (lis pendens) before any court, tribunal, forum or any other authority, the bidders / purchasers shall not claim any compensation, damages, interest etc. from the Authorised Officer / Bank in the event such court, tribunal, forum or any other authority annuls the sale or holds / declares the action initiated by the Authorised Officer / Bank under the SARFAESI Act as illegal / irregular or for that matter upsets any prior order / direction passed in favour of the Authorised Officer / Bank at a later date or where title of the purchaser / bidder is impeached on the ground that no case has arisen to initiate action and/or authorize sale or that due notice was not given or not received / served as contemplated or required under the provisions of the SARFAESI Act or that any one or more power was improperly / irregularly exercised by the Authorised Officer / Bank. The sale in such an eventuality shall be subject to the outcome of such suit, application, proceedings or litigation whether filed before or after the date of opening the bids or before / after acceptance of the bid by the Authorised Officer /Bank and the bidder / purchaser shall abide by the order(s) / direction(s) that may be passed therein.
27. The invalidity or unenforceability for any reason of any one or more term of the terms and conditions of sale shall not prejudice or affect the validity or enforceability of its other terms which shall continue in full force and effect.
28. On confirmation of sale by the Bank and if the terms of payment have been complied with, the concerned Authorised Officer exercising the power of sale shall issue Sale Certificates for the Secured Assets in favour of the purchaser(s) in the form given in Appendix V of the Security Interest (Enforcement) Rules, 2002. The sale certificate will be issued in the

name of the purchaser(s) / Applicant(s) only and will not be issued in any other name(s). The stamp duty, registration charges and any other duties & charges with respect to this sale certificate shall be borne by the purchaser only.

29. If the Sale Price is more than Rs.50,00,000/- (Rupees Fifty Lakh Only) then the auction purchaser/successful bidder has to deduct 1% of the Sale Price as TDS in the name of the owner of the Secured Assets & remit it to Income Tax Department as per section 194 IA of Income Tax Act and only 99% of the Sale Price has to be remitted to the Bank. The Sale Certificate will be issued only on receipt of Form 26QB & Challan for having remitted the TDS.
30. The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, registration fees, any other fees, cost, charges, levies etc. in respect of sale of the Secured Assets. The purchaser shall also bear, any past, present or future encumbrances, all the statutory/ non-statutory dues whatsoever in nature by any authority or agency including Sales Tax, Municipality Tax, Property Tax, Other Tax liabilities, Electricity dues, Water dues, Maintenance charges, Utility charges, Transfer fees with respect to the leasehold land etc. taxes, rates, assessment charges, fees etc. owing to anybody.
31. The Authorised Officer / Bank shall not be responsible for any loss or damage pursuant to any litigation whatsoever in nature either at the instance of the Mortgagor(s), the Borrower(s) or any third parties in respect of the said Secured Assets.
32. The Authorised Officer / Bank reserve their right to take appropriate action as available under the law for recovery of any loss and/or damage caused by a bidder to the Bank in connection with this e-auction.
33. The Authorised Officer / Bank has discretion to revoke this sale at any point of time before Execution of Sale Certificate and in that event Bank shall refund deposit/ purchase amount paid by the bidder to it without any interest, compensation, damages of whatsoever nature.
34. On issuance of Sale Certificate by the Authorised Officer / Bank, sale shall be complete and no claims shall be entertained by the Authorised Officer / Bank. On sale of the Secured Assets the bidder / purchaser shall not have claim of whatsoever nature against the Bank/ Authorised Officer.
35. Authorised Officer, Bank, C1 India Pvt. Ltd and/or any other service provider shall not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise.

Nothing in this notice constitutes or will be deemed to constitute any commitment or representation on the part of Authorised Office / Bank to sell the Secured Asset.

## **SCHEDULE – I**

<b>Description of Secured Assets</b>
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**Part – A**

**(I) PROPERTY OF BORROWER / MORTGAGOR (DHARMESH CONSTRUCTIONS PRIVATE LIMITED)**

- (a) All rights, title, interest, claims, demands and entitlement whatsoever of DCPL/ Borrower/Mortgagor in the Free Sale Area of the Project “Acme Hills” constructed / to be constructed on all those pieces and parcels of land bearing CTS No. 827 D/1 (Part) of Village Malad admeasuring 16,172.25 sq. mtrs. or thereabouts situated lying and being at Shrikrishna Nagar, Film City Road, Goregaon (East), Mumbai – 400 and the said parcel of land is bounded as follows, that is to say:

On or towards the North by	CTS No. 827 D/2;
On or towards the South by	18.30 Meter Wide D.P. Road;
On or towards the East by	18.30 Meter Wide D.P. Road and
On or towards the West by	CTS No. 827 D/2.

Together with construction thereon, both, present and future.

Including without limitation the project “Acme Hills” constructed/proposed to be constructed over the above land ALONG WITH all scheduled receivables of sold/unsold units, book debts, receipts, income, benefits, considerations and compensations whatsoever received or to be received in future in respect of the proposed project “Acme Hills” on the aforesaid land BUT EXCLUDING sold.units in the building Acme Hills” (But including future receivables from flats/units/tenement/premises that have been sold).

- (b) All rights, title, interest, claims, demands and entitlement whatsoever of DCPL / Borrower / Mortgagor in the Free Sale Area of the Project “Acme Avenue” constructed / to be constructed on all those pieces and parcels of land bearing CTS No. 3-A/1 (Part) of Village Charkop admeasuring 14,541.41 sq. mtrs. or thereabouts and CTS No. 467 (Part) of Village Kandivali admeasuring 1,712.46 sq. mtrs. or thereabouts admeasuring in all about 16,253.87 sq.mts. or thereabouts situated lying and being at Bhabrekar Nagar, Charkop, Kandivali (West), Mumbai – 400 067 and the said parcel of land is bounded as follows, that is to say,

On or towards the North by	By 18.30 meter wide D.P. Road;
On or towards the South by	By 6.00 meter wide 63 K Road;
On or towards the East by	By 13.40 meter wide D.P. Road and
On or towards the West by	By 18.30 meter wide D.P. Road.

Together with construction thereon, both, present and future.

Including without limitation the project “Acme Avenue” constructed/proposed to be constructed over the above land ALONG WITH all scheduled receivables of sold/unsold units, book debts, receipts, income, benefits, considerations and compensations whatsoever received

or to be received in future in respect of the proposed project “Acme Avenue” on the aforesaid land BUT EXCLUDING sold units in the building “Acme Avenue” (But including future receivables from flats/units/tenement/premises that have been sold).

## **(II) PROPERTY OF (ACME COMPLEX PRIVATE LIMITED)**

All that share, right, title and interest in the piece or parcel of land with fully occupied structures standing thereon, known as Vijay Nivas, L.B.S. Marg, Ghatkopar within the Registration Sub-District Mumbai Suburban and now assessed by the Municipal Corporation of Greater Bombay under N Ward and Nos. 6525(1) to 5, Street No. 111, 112, 113, 113A and 113B and bearing N.A. Survey No. 261/C of Village Ghatkopar, Taluka Kurla and City Survey No. 1900 to 1917 of Ghatkopar Kirol admeasuring 5195 Square Yards or thereabouts (i.e equivalent to 4344 Sq.Mtrs.) according to prior title deed and 4389 Sq.Mtrs as per the Land Survey Records and bounded as follows:

On or towards the North by	Partly by property bearing City Survey No. 1891 Partly by property bearing City Survey No. 1895 and Partly by property bearing City Survey No. 1899;
On or towards the South by	By L. B. Shastri Marg;
On or towards the East by	By Property bearing City Survey No. 1808 and
On or towards the West by	By Property bearing City Survey No. 1928A.

Together with construction thereon, both, present and future.

Including without limitation the project “Acme Elanza” constructed/proposed to be constructed over the above land ALONG WITH all scheduled receivables of sold/unsold units, book debts, receipts, income, benefits, considerations and compensations whatsoever received or to be received in future in respect of the proposed project “Acme Elanza” on the aforesaid land BUT EXCLUDING sold/reserved units in the building “Acme Elanza” (But including future receivables from flats/units/tenement/premises that have been sold)

## **(III) PROPERTY OF (TRINITY CONSORTIUM DEVELOPMENT PRIVATE LIMITED)**

All that plot of leasehold land bearing Plot No. 8 (A B C D), situate at Government Industrial Estate, Charkop, Kandivali (E), Mumbai – 400 067, admeasuring 2000 sq. mtrs. or thereabouts bearing CTS No. 411, 411/1 together with membership rights and 10 fully paid up shares of Rs 100 each bearing distinctive Nos. 81 to 90 represented vide Share Certificate No. KCIEL/009 issued by Kandivali Co-operative Industrial Estate Ltd. and the said plot of land is bounded as follows, that is to say:

On or towards the North by	Plot No. 7 ABCD;
On or towards the South by	Road;
On or towards the East by	Plot No. 1 ABCD and







Corporate Identity No. L65920MH1994PLC080618  
Registered Office: HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400013.  
Branch Office: Department for Special Operations, HDFC Spenta, 2nd Floor, Next to HDFC Bank House, Mathuradas Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400013.

E-AUCTION SALE NOTICE PUBLIC NOTICE FOR E-AUCTION FOR SALE OF IMMOVABLE PROPERTIES

E-Auction Sale Notice for Sale of immovable properties mortgaged to Bank under Securitization and Reconstruction of Financial assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”) read with proviso to Rule 8(6) of the Security Interest (Enforcement) Rule, 2002 (“Rules”).

Notice is hereby given to the public in general and in particular to the Borrower(s)/Mortgagor(s)/Guarantor(s) that, the Authorised Officer of **HDFC Bank Limited (“Bank”)** has taken **Symbolic Possession** of the secured asset/s, more particularly mentioned in Schedule -I (“Secured Assets”) hereunder, pursuant to demand notice dated 16th November 2024 (“Demand Notice”), issued under Section 13(2) of the SARFAESI Act and possession notice dated **18th January 2025** in respect of loan accounts of Dharmesh Constructions Private Limited (“DCPL”). The below described Secured Assets mortgaged/charged to the Bank, the **Symbolic Possession** of which has been taken by the Authorised Officer of the Bank, will be sold on **“AS IS WHERE IS”, “AS IS WHAT IS, WHATEVER IS THERE IS” AND “WITHOUT RECOURSE” basis, on 10th March 2025**, for realization of Bank's dues, together with further contractual interest and penal charges, incidental charges, cost, expenses payable as mentioned hereunder due from Borrower/Mortgagor/Guarantors mentioned herein below. And whereas consequent upon failure to repay the dues, the undersigned in exercise of power conferred under Section 13(4) of the SARFAESI Act read with Rule 8 and Rule 9 of the Rules, proposes to realize the Bank's dues, by sale of the said Secured Assets:

DETAILS OF ACCOUNT/AMOUNT/EMD/ETC

Name of the Borrower / Mortgagor / Guarantor	Outstanding dues	Reserve Price	Last Date for Receipt of Bids	Date/ Time of e-Auction
		Earnest Money Deposit (EMD)		
		Bid Increase Amount		
<b>Dharmesh Construction Private Limited Mr. Rajesh Pravin Doshi, Mr. Munish Pravin Doshi and Mr. Pravin Himmatlal Doshi Acme Complex Private Limited, Trinity Consortium Development Private Limited</b>	<b>Rs. 10,69,60,66,679/-</b> (Rupees One Thousand Sixty Nine Crores Sixty Lakh Sixty Six Thousand Six Hundred and Seventy Nine Only), due as on <b>31st December 2024</b> together with further contractual interest, penal charges, incidental charges, cost, expenses from <b>1st January 2025</b> till payment and/or realisation thereof (“Outstanding Dues”).	<b>Total Reserve Price: Rs. 1,13,20,72,500/-</b> (Rupees One Hundred and Thirteen Crore Twenty Lakhs Seventy Two Thousand and Five Hundred Only) <b>Total EMD: Rs. 11,32,07,250/-</b> (Rupee Eleven Crore Thirty Two Lakh Seven Thousand Two Hundred and Fifty only). <b>Total Bid Increase Amount: Rs. 2,00,00,000/-</b> (Rupees Two Crore Only)	<b>6th March 2025 by 4PM</b>	<b>10th March 2025 Between 11AM to 1PM.</b>

Schedule- I

Description of Secured Assets

<b>Part–A</b> <b>(I) PROPERTY OF BORROWER / MORTGAGOR (DHARMESH CONSTRUCTIONS PRIVATE LIMITED)</b> (a) All rights, title, interest, claims, demands and entitlement whatsoever of DCPL/ Borrower/Mortgagor in the Free Sale Area of the Project <b>“Acme Hills”</b> constructed / to be constructed on all those pieces and parcels of land bearing CTS No. 827 D/1 (Part) of Village Malad admeasuring 16,172.25 sq. mtrs. or thereabouts situated lying and being at Shrikrishna Nagar, Film City Road, Goregaon (East), Mumbai – 400 065 and the said parcel of land is bounded as follows, that is to say: On or towards the <b>North</b> by : CTS No. 827 D/2; On or towards the <b>East</b> by : 18.30 Meter Wide D.P. Road and Together with construction thereon, both, present and future. Including without limitation the project <b>“Acme Hills”</b> constructed/proposed to be constructed over the above land ALONG WITH all scheduled receivables of sold/unsold units, book debts, receipts, income, benefits, considerations and compensations whatsoever received or to be received in future in respect of the proposed project “Acme Hills” on the aforesaid land <b>BUT EXCLUDING</b> sold. units in the building Acme Hills” (But including future receivables from flats/units/tenement/premises that have been sold). (b) All rights, title, interest, claims, demands and entitlement whatsoever of DCPL / Borrower / Mortgagor in the Free Sale Area of the Project <b>“Acme Avenue”</b> constructed / to be constructed on all those pieces and parcels of land bearing CTS No. 3-A/1 (Part) of Village Charkop admeasuring 14,541.41 sq. mtrs. or thereabouts and CTS No. 467 (Part) of Village Kandivali admeasuring 1,712.46 sq. mtrs. or thereabouts admeasuring in all about 16,253.87 sq. mts. or thereabouts situated lying and being at Bhabrekar Nagar, Charkop, Kandivali (West), Mumbai – 400 067 and the said parcel of land is bounded as follows, that is to say: On or towards the <b>North</b> by: By 18.30 meter wide D.P. Road; On or towards the <b>East</b> by: By 13.40 meter wide D.P. Road and Together with construction thereon, both, present and future. Including without limitation the project <b>“Acme Avenue”</b> constructed/proposed to be constructed over the above land ALONG WITH all scheduled receivables of sold/unsold units, book debts, receipts, income, benefits, considerations and compensations whatsoever received or to be received in future in respect of the proposed project “Acme Avenue” on the aforesaid land <b>BUT EXCLUDING</b> sold units in the building <b>“Acme Avenue”</b> (But including future receivables from flats/units/tenement/premises that have been sold). <b>(II) PROPERTY OF (ACME COMPLEX PRIVATE LIMITED)</b> All that share, right, title and interest in the piece or parcel of land with fully occupied structures standing thereon, known as Vijay Nivas, L.B.S. Marg, Ghatkopar within the Registration Sub-District Mumbai Suburban and now assessed by the Municipal Corporation of Greater Bombay under N Ward and Nos. 6525(1) to 5, Street No. 111, 112, 113, 113A and 113B and bearing N.A. Survey No. 261/C of Village Ghatkopar, Taluka Kurla and City Survey No. 1900 to 1917 of Ghatkopar Kirol admeasuring 5195 Square Yards or thereabouts (i.e equivalent to 4344 Sq.Mtrs.) according to prior title deed and 4389 Sq.Mtrs as per the Land Survey Records and bounded as follows: On or towards the <b>North</b> by : Partly by property bearing City Survey No. 1891 Partly by property bearing City Survey No. 1895 and Partly by property bearing City Survey No. 1899; On or towards the, <b>South</b> by : By L. B. Shastri Marg; On or towards the <b>East</b> by : By Property bearing City Survey No. 1808 and On or towards the <b>West</b> by: By Property bearing City Survey No. 1928A. Together with construction thereon, both, present and future. Including without limitation the project <b>“Acme Elanza”</b> constructed/proposed to be constructed over the above land ALONG WITH all scheduled receivables of sold/unsold units, book debts, receipts, income, benefits, considerations and compensations whatsoever received or to be received in future in respect of the proposed project “Acme Elanza” on the aforesaid land <b>BUT EXCLUDING</b> sold/reserved units in the building <b>“Acme Elanza”</b> (But including future receivables from flats/units/tenement/premises that have been sold) <b>(III) PROPERTY OF (TRINITY CONSORTIUM DEVELOPMENT PRIVATE LIMITED)</b> All that plot of leasehold land bearing Plot No. 8 (A B C D), situate at Government Industrial Estate, Charkop, Kandivali (E), Mumbai – 400 067, admeasuring 2000 sq. mtrs. or thereabouts bearing CTS No. 411, 411/1 together with membership rights and 10 fully paid up shares of Rs 100 each bearing distinctive Nos. 81 to 90 represented vide Share Certificate No. KCIEL/009 issued by Kandivali Co-operative Industrial Estate Ltd. and the said plot of land is bounded as follows, that is to say: On or towards the <b>North</b> by : Plot No. 7 ABCD; On or towards the <b>East</b> by: Plot No. 1 ABCD and On or towards the <b>South</b> by : Road; On or towards the <b>West</b> by : Plot No. 9 ABCD. Together with construction thereon, both, present and future. Including without limitation the project <b>“Acme Aurum”</b> constructed/proposed to be constructed over the above land ALONG WITH all scheduled receivables of sold/unsold units, book debts, receipts, income, benefits, considerations and compensations whatsoever received or to be received in future in respect of the proposed project <b>“Acme Aurum”</b> on the aforesaid land.
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The sale of the said Secured Assets shall be conducted by way of E-Auction through Web Portal: **www.bankeauctions.com**  
For any assistance or queries, please get in touch with Mr. Amit Lalani (Contact Nos. 9323387789) and Mr. Hemant Mokashi (Contact No. 9833773131)

TERMS & CONDITIONS:

- The e-Auction is being held on **“AS IS WHERE IS, AS IS WHAT IS, WHATEVER IS THERE IS AND WITHOUT RECOURSE” basis.**
- The interested bidders shall submit/upload their 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 EMD shall be payable on or before 6th March 2025 by 4PM EITHER through NEFT / RTGS in the following Account: Name of the Account: DFSO Transitory Account, Name of the Beneficiary: HDFC BANK LTD., Bank Account No.: 57500000904261, IFSC Code: HDFC0000240, Bank: HDFC Bank Ltd., Branch: 240 - Worli Sandoz House.  
Please note that the Demand Drafts/ Pay order may also be accepted as EMD amount.
- Without prejudice to and without any assumption of liability in the facts and circumstances as they stand as on date, the aforesaid action shall not affect the units with respect to which No Objection Certificates (“NOC”) have been obtained from HDFC Bank Limited provided that the terms and conditions of such NOCs have been complied with.
- The particulars in respect of the Secured Assets specified in present public notice have been stated to the best of the information and knowledge of the Authorised Officer /Bank. However, the Authorised Officer / Bank shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are therefore requested in their own interest, to satisfy themselves with regard to the above and all other relevant details / material information pertaining to the said Secured Assets, the area measurements and title thereof, before submitting the bids.
- HDFC Bank Limited (formerly Housing Development Finance Corporation Limited) has sanctioned a loan of **INR 300,00,00,000 (Rupees Three Hundred Crores Only)** (“Conspark Facility”) to Conspark Developers and Farms Private Limited. The Conspark Facility is secured inter alia by a first ranking mortgage over the Secured Assets, as more particularly specified in the indenture of mortgage dated **June 3, 2022**. The security in respect of the Conspark Facility inter alia over project Acme Hills and project Acme Avenue, forming part of the Secured Assets, ranks first and superior to the Bank's subsisting security for the facilities advanced to DCPL.
- Additionally, HDFC Bank Limited (formerly Housing Development Finance Corporation Limited) has sanctioned a loan of **INR 140,00,00,000 (Rupees One Hundred and Forty Crores Only)** and **INR 12,78,00,000 (Rupees Twelve Crore and Seventy Eight Lakhs only)** to **Acme Realities Pvt. Ltd.** (“ARPL Facilities”). The ARPL Facilities are secured inter alia by a mortgage over the Secured Assets, as more particularly specified in the indenture of mortgage dated **3rd July 2020 and 29th October 2021**.
- Save as disclosed, to the best of knowledge and information of the Authorized Officer, there is no encumbrance over the Secured Assets. However, the Bank shall not be responsible for any present/past/future outstanding non-statutory dues /statutory dues/encumbrances/tax arrears/litigations, if any in respect of the said Secured Assets. The intending bidders should make their own independent inquiries regarding the encumbrances, title of Secured Assets and satisfy themselves about the same.
- The intended bidders who have deposited the EMD and require assistance in creating Login ID & Password, uploading data, submitting bid, training on e-bidding process etc., may contact Bank's service provider **M/s. C1 India Pvt. Ltd.**, Plot No 68, 3rd floor sector 44 Gurgaon 122003. Helpline Nos: 7291981124,25,26 Mr. Bhavik Pandya Mobile: 8866682937 and Help Line e-mail ID: **support@bankeauctions.com** and for any property related query may contact the Authorized Officer Mr. Amit Lalani (Contact Nos. 9323387789) and Mr. Hemant Mokashi (Contact No. 9833773131) in office hours during the working days. (10:00 AM to 5:00 PM)..The highest bid shall be subject to approval of HDFC Bank Limited. The Bank reserves the right to accept/ reject all or any of the offers/ bids so received or cancel the auction/sale without assigning any reasons whatsoever. It's decision shall be final & binding on all parties.
- Any extension in timelines/ modification in the content of this notice will not necessarily be carried out through another public notice but may be notified on the website of the Bank or any other mode at the discretion of the Bank.
- FOR DETAILED TERM AND CONDITIONS OF THE SALE PLEASE REFER TO THE LINK PROVIDED IN OUR WEBSITE www.hdfcbank.com and www.bankeauctions.com**
- STATUTORY 30 DAYS SALE NOTICE UNDER RULE 8(6) OF THE RULES.**  
This shall also be treated as notice u/r 8(6) read with Rule 9(1) of the Rules, to borrowers/ mortgagor/ guarantors in respect of above-mentioned loans of DCPL, about the holding of E-Auction Sale on the above-mentioned date.

For HDFC BANK LIMITED

Sd/-

Date: 4th February 2025

Place: Mumbai

Amit Lalani

Authorised Officer