

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 11th February 2025 has been published in “Free Press Journal” (English) & “Navshakti” (Marathi) on 13th 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 Rs. 999,35,73,883/-(Rupees Nine Hundred Ninety Nine Crores Thirty Five Lakhs Seventy Three Thousand Eight Hundred and Eighty Three Only) due as on 31st December 2024 together with further contractual interest, penal charges, incidental charges, cost, expenses from 1st January 2025, which is due from Acme Housing India Private Limited.
2. The e-Auction is being held on “AS IS WHERE IS”, “AS IS WHAT IS BASIS”, “WHATEVER IS THERE IS” and “WITHOUT RECOURSE” basis.
3. 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.
4. 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.
5. 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.

6. It shall be the responsibility of the bidders to inspect and satisfy themselves about the Secured Assets and specification before submitting the bid.
7. 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.
8. 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.
9. 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 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.
10. 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.
11. 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, 2nd Floor, HDFC Spenta, Mthuradas Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400013.

12. 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.
13. 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
14. 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 Asset related query may contact Mr. Amit Lalani (Contact Nos. 9323387789) and Mr. Hemant Mokashi (Contact No. 9833773131) (10:00 AM to 5:00 PM).
15. Only bidders holding valid User ID/ Password and confirmed payment of EMD shall be

eligible for participating in the e-Auction process.

16. 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.
17. 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 before submitting their bids and taking part in the e-Auction.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. The 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 Earnest Money Deposit 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.

24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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

Description of Secured Assets									
<p>PROPERTY OF BORROWER / MORTGAGOR (ACME HOUSING INDIA PRIVATE LIMITED)</p> <p>All that piece and parcel of land, ground and hereditaments situate, lying and being at Village Chitalsar, Manpada, District Thane in the registration district, Thane bearing Survey No. 46, Hissa No. 2/1 and 6, Old Gut No. 61/1 (New Gut Nos. 61/1/1, 61/1/2, 61/1/3, 61/1/4) total admeasuring 46,400 sq. meters excluding (i) 25% portion (i.e. forming part of Gut No. 61/1), earmarked for rental component to be handed over to Mumbai Metropolitan Region Development Authority (“MMRDA”) admeasuring a net area of 11,033.30 sq. meters or thereabouts as per the layout annexed to the MMRDA’s NOC dated 26th July, 2013 (ii) land area of 8096.70 sq. meters underneath buildings “Ashwood” and “Oakwood” for which possession is already given, (iii) DP Road area of 910 sq. meters. (v) DP Road area of 3780 sq. meters which were handed over to the Thane Municipal Corporation (TMC) and having (A) net plot area of 22,580.00 sq. meters or thereabouts and Survey No. 46, Hissa No. 5, Gut No. 61/2 (New Gut Nos. 61/2/1, 61/2/2 61/2/3 admeasuring about 8100 sq. meters excluding (i) amenity plot area of 2390 sq. meters (ii) DP Road area of 1120 sq. meters which were handed over to the Thane Municipal Corporation (TMC) and having (B) net plot area of 4590.00 sq. meters or thereabouts aggregating (A+B) to 27,170.00 sq. meters. or thereabouts (the possession receipt shows an area of 4859.21 sq. meters in Gut No. 61/1 and 61/2 being handed over for DP Road purpose whereas the sanctioned plans shows an area of 4900 sq. meters (i.e. 3780 sq. meters plus 1120 sq. meters) being handed over DP Road purpose) and bounded as follows, that is to say:</p> <table border="1"> <tr> <td>On or towards the East</td><td>by Gut Nos. 53 & 63/4, 60/5;</td></tr> <tr> <td>On or towards the West</td><td>by Gut Nos. 60/1, 56/3, 2;</td></tr> <tr> <td>On or towards the North</td><td>by Gut No. 60/2;</td></tr> <tr> <td>On or towards the South</td><td>by Gut No. 56/4</td></tr> </table> <p><i>Note: In Unilateral Indenture of Mortgage dated 02-01-2015 (registered on 03-01-2015 under registration no. TNN1-84-2015) and Unilateral Indenture of Mortgage (registered on 31-03-</i></p>		On or towards the East	by Gut Nos. 53 & 63/4, 60/5;	On or towards the West	by Gut Nos. 60/1, 56/3, 2;	On or towards the North	by Gut No. 60/2;	On or towards the South	by Gut No. 56/4
On or towards the East	by Gut Nos. 53 & 63/4, 60/5;								
On or towards the West	by Gut Nos. 60/1, 56/3, 2;								
On or towards the North	by Gut No. 60/2;								
On or towards the South	by Gut No. 56/4								

2016 under registration no. TNNI-3433-2016), the land area underneath buildings “Ashwood” and “Oakwood” needs to be read as 8096.70 sq. meters instead of 8,107.01 sq. meters and (i) DP Road area of 3780 sq. meters, (ii) Amenity Plot Area of 2390 sq. meters (iii) Area handed over to MMRDA needs to be read as 11,033.30 Sq. meters of thereabouts instead of 11,033.33 Sq. meters or thereabouts and (iv) DP Road area of 1120 sq. meters shall get excluded from the total land area as stated hereinabove.

Together with unsold units/tenements/premises/flats etc. in buildings namely “Basilia”, “Centilia”, “Dandelia”, “Ginegelia”, Finnelia”, Euclayptia”, “Alpinia” and “Herbelia” including any other building constructed/to be constructed on the above land including without limitation, receivables/revenue and undivided interest in the common areas, facilities etc. in the Project “Acme Ozone” along with future development potential.

Date: 24-02-2025	HDFC BANK LIMITED
Place: Mumbai	Sd/- Amit Lalani Authorised Officer

I/we accept above all the terms and conditions and content of the Auction Notice.

(_____)

Bidder



CORPORATE IDENTITY NO. L65920MH1994PLC080618
Registered Office : HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai-400 013.
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-400 013.

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 **18th November 2024** (“Demand Notice”), issued under Section 13(2) of the SARFAESI Act and possession Notice dated **27th January 2025**, in respect of loan accounts of **Acme Housing India Private Limited (“AHIPL”)**. 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 **18th 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 as mentioned herein below. 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 / Guarantors	Outstanding dues	Reserve Price (R. P.)	Last Date for Receipt of Bids	Date / Time of e-Auction
		Earnest Money Deposit (E. M. D.)		
		Bid Increase Amount (B. I. A.)		
Acme Housing India Private Limited, Mr. Rajesh Pravin Doshi, Mr. Munish Pravin Doshi & Mr. Pravin Himmatlal Doshi	₹ 999,35,73,883/- (Rs. Nine Hundred Ninety Nine Crores Thirty Five Lakhs Seventy Three Thousand Eight Hundred & Eighty Three Only) due as on 31 st December 2024, together with further contractual interest, penal charges, incidental charges, cost, expenses from 1 st January 2025 till payment and / or realisation thereof (“Outstanding Dues”).	Reserve Price : ₹ 55,02,00,000/- (Rs. Fifty Five Crores Two Lakhs Only)	12 th March 2025 by 4.00 p. m.	18 th March 2025 Between 11.00 a. m. to 1.00 p. m.
		Earnest Money Deposit: ₹ 5,50,20,000/- (Rs. Five Crore Fifty Lakh & Twenty Thousand Only)		
		Bid Increase Amount : ₹ 2,00,00,000/- (Rs. Two Crore Only)		

SCHEDULE- I

DESCRIPTION OF SECURED ASSETS

(I). **PROPERTY OF BORROWER / MORTGAGOR (ACME HOUSING INDIA PRIVATE LIMITED)**
All that piece and parcel of land, Ground and hereditaments situate, lying and being at Village Chitalsar, Manpada, District Thane in the registration District, Thane bearing Survey No. 46, Hissa No. 2/1 and 6, Old Gut No. 61/1 (New Gut Nos. 61/1/1, 61/1/2, 61/1/3, 61/1/4) **Total admeasuring 46,400 sq. meters excluding (i) 25% portion (i. e. forming part of Gut No. 61/1), earmarked for rental component to be handed over to Mumbai Metropolitan Region Development Authority (“MMRDA”) admeasuring a net area of 11,033.30 sq. meters or thereabouts as per the layout annexed to the MMRDA’s NOC dated 26th July, 2013 (ii) land area of 8096.70 sq. meters underneath buildings “Ashwood” and “Oakwood” for which possession is already given, (iii) DP Road area of 910 Sq. meters. (v) DP Road area of 3780 sq. meters which were handed over to the Thane Municipal Corporation (TMC) and having (A) net plot area of 22,580.00 sq. meters or thereabouts and Survey No. 46, Hissa No. 5, Gut No. 61/2 (New Gut Nos. 61/2/1, 61/2/2, 61/2/3 admeasuring about 8100 sq. meters excluding (i) amenity Plot Area of 2390 Sq. Meters (ii) DP Road area of 1120 Sq. Meters which were handed over to the Thane Municipal Corporation (TMC) and having (B) Net Plot area of 4590.00 Sq. Meters or thereabouts aggregating (A+B) to 27,170.00 sq. meters. or thereabouts (the possession receipt shows an area of 4859.21 Sq. Meters in Gut No. 61/1 and 61/2 being handed over for DP Road purpose whereas the sanctioned plans shows an area of 4900 Sq. Meters (i.e. 3780 sq. meters plus 1120 Sq. Meters) being handed over DP Road purpose) and bounded as follows, that is to say:**

On or towards the East	by Gut Nos. 53 & 63/4, 60/5;	On or towards the North	by Gut No. 60/2;
On or towards the West	by Gut Nos. 60/1, 56/3, 2;	On or towards the South	by Gut No. 56/4

Note : In Unilateral Indenture of Mortgage dated 02.01.2015 (Registered on 03.01.2015 under Registration No. TNN1-84-2015) and Unilateral Indenture of Mortgage (registered on 31.03.2016 under Registration No. TNN1-3433-2016), the land area underneath buildings “Ashwood” and “Oakwood” needs to be read as 8096.70 Sq. Meters instead of 8,107.01 sq. meters and (i) DP Road area of 3780 sq. meters, (ii) Amenity Plot Area of 2390 sq. meters (iii) Area handed over to MMRDA needs to be read as 11,033.30 Sq. meters of thereabouts instead of 11,033.33 Sq. meters or thereabouts and (iv) DP Road area of 1120 sq. meters shall get excluded from the total land area as stated hereinabove.
Together with unsold units / tenements / premises / flats etc. in buildings namely “Basilia”, “Centilia”, “Dandelia”, “Ginegelia”, “Finnelia”, “Euclayptia”, “Alpinia” and “Herbellia” including any other building constructed / to be constructed on the above land including without limitation, receivables / revenue and undivided interest in the common areas, facilities etc. in the Project “Acme Ozone” along with future development potential.

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 **12th March 2025** by 4.00 p. m. EITHER through NEFT / RTGS in the following Account :
Name of the Account : DFSD 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.
- The Bank has given its consent for permitting AHIPL to grant development rights to Macrotech Developers Limited (“MDL”) for construction and development of part of the project on the Secured Assetside its letter 14th June 2023 (“MDL NOC”). Pursuant to the said MDL NOC, AHIPL has entered into Development Agreement with MDL dated June 19, 2023 (DA) for development of the project Acme Ozone.
- 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.
- 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 an NOC dated 19th September 2016, was issued by HDFC Bank Limited in favour of AHIPL for creation of charge / mortgage on certain identified units in the project Acme Ozone provided that the terms and conditions of such NOCs have been complied with. Further, an Intercreditor Agreement dated 9th June 2023 (ICA) has been entered into inter alios between HDFC Bank Ltd. (erstwhile Housing Development Corporation Limited) and HDFC Capital Affordable Real Estate Fund-1 in connection with project Acme Ozone. The interested bidders may take inspection of the documents, including the DA and ICA.
- 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/- (Rs. 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 Ozone, forming part of the Secured Assets, ranks first and superior to the Bank’s subsisting security for the facilities advanced to AHIPL.
- Additionally, HDFC Bank Limited (Formerly Housing Development Finance Corporation Limited) has sanctioned a loan of INR 140,00,00,000/- (Rs. One Hundred and Forty Crores Only) and INR 12,78,00,000/- (Rs. 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 inspect & 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-122 003. 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 **Mr. Amit Lalani** (Contact Nos. 9323387789) and **Mr. Hemant Mokashi** (Contact No. 9833773131) in office hours during the working days. (10.00 a. m. to 5:00 p. m.).
- 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 abovementioned loans of AHIPL, about the holding of E-Auction Sale on the above-mentioned date.

For HDFC BANK LIMITED
Sd/-
Amit Lalani
Authorised Officer

Date : 11th February 2025
Place : Mumbai