

**THE AUTHORISED OFFICER (AO)**

**OF**

**IDBI BANK LIMITED**

**IDBI Bank Ltd., Rustomjee's Ozone, Shop No. 7, Laxmi Singh complex, Near Goregaon Flyover,  
MTNL Office, Goregaon West, Mumbai, Maharashtra – 400062.**

**M. No.: 9430022540/7800552000/9839635346**

**TENDER DOCUMENT FOR SALE**

**of immovable properties owned and mortgaged by  
Dilip Amrutlal Dhruv & Others**

**In the matter of loan facilities granted to Dilip Amrutlal Dhruv & Others**

**Details of the Property**

Property owned by Dilip Amrutlal Dhruv and others :

Address : Flat No.101A, 101B, 101C, 101D, & 101E, Shubhangan Bldg, Swastik Chsl, Plot No.14, JVPD Scheme, Vile Parle (W), Mumbai – 400056.

Built up area as per Index II :

Flat No.	Area
101A	59.01 Sq. Mt. Built Up
101B	59.01 Sq. Mt. Built Up
101C	59.09 Sq. Mt. Built Up
101D	42.75 Sq. Mt. Built Up
101E	45.35 Sq. Mt. Built Up

**Sale under the provisions of**  
**The Securitization and Reconstruction of Financial Assets and**  
**Enforcement of Security Interest Act, 2002**

**&**



**The Security Interest (Enforcement) Rules, 2002**

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**IMPORTANT DATES & INFORMATION**

Minimum Bid Incremental Amount	Rs.50,000/- (Rupees Fifty Thousand Only)
Sale of Bid/ Tender Document	January 08, 2025 to February 10, 2025
Date of Inspection	03.02.2025 (11.00 am to 4 pm)
Last date of submission of Bids along with EMD	10.02.2025 till 4.00 pm.
Date of E-Auction	11.02.2025 at 11.30 am. To 12.00 pm

I. Possession Notices dated 24.12.2024

 <p><b>IDBI BANK LIMITED</b> Retail Recovery Department, IDBI Bank Ltd, Rustomjee's C-Zone, Shop No.7, Laxmi Singh Complex, Near Goregaon Flyover, MTNL Office, Goregaon(W) Mumbai Pin: 400062</p>	<p><b>POSSESSION NOTICE</b> (For Immoveable property)</p> <p>Whereas, the undersigned is the Authorized Officer of IDBI Bank Ltd., under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) and in exercise of powers conferred under section 13(12) of the said Act read with Rule 3 of the Security Interest (Enforcement) Rules, 2002, issued a Demand Notice dated 02.05.2019 in respect of credit facilities sanctioned to Dillip Amrutlal Dhruv, Varsha Dhruv, Shubhang Dhruv, Neeta Amrutlal Dhruv and M/s Shubham Enterprises calling upon them to repay the amount of Rs.9,92,00,326.66 (Rupees Nine Crore Ninety Two Lakhs Three Hundred Twenty Six and Paise Sixty Six Only) as on 30.04.2019 together with further interest and incidental expenses, cost etc. with effect from 01.05.2019 mentioned in the notice within 60 days from the date of the receipt of the said notice.</p> <p>The borrower/s herein above having failed to repay the said amount, notice is hereby given to the borrower/s mentioned herein above in particular and to the public in general that the undersigned has taken PHYSICAL POSSESSION of the property described herein below in exercise of powers conferred on them under sub-section (4) of section 13 of Act read with the Rule 8 of the Security Interest (Enforcement) Rules, 2002 on this 24th day of December of the year 2024.</p> <p>The borrower/s in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of IDBI Bank Ltd., for an amount of Rs.19,29,63,633.20 (Rupees Nineteen Crore Twenty Nine Lakh Sixty Three Thousand Six Hundred Thirty Three and Paise Twenty Only) as on 10.12.2024 together with further interest and incidental expenses, cost etc. with effect from 11.12.2024 thereon as mentioned in the notice.</p> <p>Description of the Immoveable properties: <b>Flat No.101A, 101B, 101C, 101D, &amp; 101E, Shubhangam Bldg, Swastik CHSL, Plot No.14, JVPD Scheme, Vile Parle (W), Mumbai-400056</b></p> <p>The borrower's attention is also invited to the provisions of sub-section (8) of section 13 of the Act in respect of the time available, to redeem the secured assets.</p> <p>Place: Mumbai Date: 24.12.2024</p> <p style="text-align: right;">Authorised Officer IDBI Bank Ltd.</p>	 <p><b>आयडीबीआय बँक लिमिटेड</b> रिटेल रिकव्हरी विभाग, आयडीबीआय बँक लि., रुस्तूमजी'ज् ओ-जोन, शांथ ब्रम्होका-७, लक्ष्मी सिंग कॉम्प्लेक्स, गोंगाव फ्लायओव्हर जवळ, एमटीएल कार्यालय, गोंगाव (प), मुंबई, पिन: ४०००६२</p>	<p><b>कवना सूचना</b> (स्थायी मालकीकरिता)</p> <p>ज्याअर्थी विम्वन्नाशरीकारांनी आयडीबीआय बँक लि. चे प्राधिकृत अधिकारी या नात्याने सिक्विटिडायझेशन अॅन्ड रिकन्स्ट्रक्शन ऑफ फायनान्शियल असेट्स् अॅन्ड एन्फोर्समेंट ऑफ सिक्विटिडि इन्टेस्ट अॅक्ट, २००२ (५४ वन २००२) आणि कलम १३(१२) सिक्विटिडि इन्टेस्ट (एन्फोर्समेंट) रूल्स, २००२ सहकारिता नियम ३ अन्वये प्राप्त अधिकारांचा वापर करून दिलीय अमृतलाल ध्रुव, वर्षा ध्रुव, शुभांग ध्रुव, मिता अमृतलाल ध्रुव आणि मे. शुभम एंटरप्रायझेस यांना मंजूर पत्र सुविधांच्या संदर्भात ०२.०५.२०१९ रोजीची मागणी पसूनता जाती करून त्यांना रक्कम ३०,०४,२०१९ रोजीयमागे रु. ९,९२,००,३२६.६६ (रुपये नऊ कोटी नव्वस लाख तीनशे सव्वीस आशिस महसुद पैसे मात्र) एकजित सह ०१.०५.२०१९ पासून परिणामांसह पुढील व्याज आणि अनुभाषिक खर्च, पालेव्य इ. ची परतफेड सदा सूचना प्राप्तीच्या ताखेयामसू ६० दिवसांत करणयास सांगितले जाते.</p> <p>सदा रकमेची परतफेड करणयास येथे वरील कर्जदर असायर्थे ठरवयाने, निघोशत: येथे वरील समूह कर्जदर आणि सर्वसामान्य जमनेस याद्वारे सूचना देणयास येथे की, विम्वन्नाशरीकारांनी घाली वान करणयात आलेल्या मालकीचा प्रत्यक्ष ताबा त्यांचा प्रदान करणयात आलेल्या शक्तीचा वापर करून सिक्विटिडि इन्टेस्ट (एन्फोर्समेंट) रूल्स २००२ च्या सल ८ सहकारिता अॅक्टचे कलम १३ चे उप-कलम (४) अन्वये ह्या २४ डिसेंबर, २०२४ रोजीय घेतला असे.</p> <p>निघोशत: कर्जदर आणि सर्वसामान्य जमनेस याद्वारे द्याय देणयास वेळो की, सदा मालकीची कोणताही व्यनहार करू नये आणि सदा मालकीची करणयात आलेला कोणताही व्यनहार हा आयडीबीआय बँक लि. च्या रकम १०,१२,२०२४ रोजीयमागे सुम्नेतल समूह रकम १०,१२,२०२४ रोजीयमागे रु. १९,२९,६३,६३३.२० (रुपये एकोणस कोटी एकोणस लाख सवसह हजार सहाशे सवसहस आशिस पैसे मात्र) एकजित सह ११.१२.२०२४ पासून परिणामांसह पुढील व्याज आणि अनुभाषिक खर्च, पालेव्य इ. च्या भातअर्थास राहिल.</p> <p><b>स्थायी मालकीचे वर्णन:</b> फ्लॅट क्र. १०१ए, १०१बी, १०१सी, १०१डी आणि १०१ई, शुभांग इमारत, स्वस्तिक मीगणएसएल, प्लॉट क्र. १४, जेव्हीपीडी मिकम, चिन्ने पार्ले (प), मुंबई - ४०००५६. ताण मतांच्या विमोचनाकारांता उपसव्य वेळेच्या संदर्भात अॅक्टच्या कलम १३ चे पोट-कलम (८) च्या तरतुदीकडे कर्जदरांचे लख वेधून घेतले जाते.</p> <p>ठिकाण: मुंबई दिनांक: २४.१२.२०२४</p> <p style="text-align: right;">प्राधिकृत अधिकारी आयडीबीआय बँक लि.</p>
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The above possession notices were published on 27.12.2024 in the newspapers mentioned as below:

S. No.	Newspapers	Edition	Date Published
1	The Free Press Journal	Mumbai	27.12.2024
2	Navshakti	Mumbai	27.12.2024



### III. Brief Description – Immovable Properties

Property owned by Dilip Amrutlal Dhruv and others :

Address : Flat No.101A, 101B, 101C, 101D, & 101E, Shubhangan Bldg, Swastik Chsl, Plot No.14, JVPD Scheme, Vile Parle (W), Mumbai – 400056.

Built up area as per Index II :

Flat No.	Area
101A	59.01 Sq. Mt. Built Up
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### IV. Outstanding dues of IDBI Bank Ltd in the account of Dilip Amrutlal Dhruv and others, as on 10.12.2024

Name of the Borrower	Amount Outstanding as on 10.12.2024
<b>Dilip Amrutlal Dhruv and others</b>	<b>Rs.19,29,63,633.20 (Rupees Ninteen Crore Twenty Nine Lakh Sixty Three Thousand Six Hundred Thirty Three and Paisa Twenty Only) plus interest &amp; costs thereon w.e.f. December 11, 2024.</b>

Together with further interest and costs thereon with effect from December 11, 2024 till the date of payment.

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## Terms and Conditions

<b>1</b>	The Authorized Officer (AO) exercising the powers under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as "the SARFAESI Act") is selling the assets/properties mentioned at item No. III of the Tender Document (hereinafter referred to as the 'Secured Assets').																														
<b>2</b>	<p><b><u>Issue of Tender/ Offer / Bid Document</u></b></p> <p><b><u>The Tender Document along with required Forms is available from January 08, 2025 to February 10, 2025 on any working day between 10.00 am to 4.00 pm from Monday to Saturday and can be obtained from Shri Abhishek, Authorized Officer, IDBI Bank Limited.,</u></b> IDBI Bank Ltd., Rustomjee's Ozone, Shop No. 7, Laxmi Singh complex, Near Goregaon Flyover, MTNL Office, Goregaon West, Mumbai, Maharashtra – 400062 Mob. No.: 9430022540/7800552000/9839635346</p> <p style="text-align: center;"><b>OR</b></p> <p>The Tender Document can also be downloaded from IDBI website - <a href="http://www.idbibank.in">www.idbibank.in</a></p>																														
<b>3</b>	<p><b><u>Reserve Price &amp; Earnest Money (EMD)</u></b></p> <p>The <b>Reserve price</b> for the sale of the Secured Assets is fixed as under:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;">Part</th> <th style="width: 55%;">Property Details</th> <th style="width: 15%;">Possession taken on</th> <th style="width: 15%;">Reserve Price (Rs Lakh)</th> <th style="width: 10%;">EMD (Rs Lakh)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Property owned by Dilip Amrutlal Dhruv and others : Address : Flat No.101A, 101B, 101C, 101D, &amp; 101E, Shubhangan Bldg, Swastik Chsl, Plot No.14, JVPD Scheme, Vile Parle (W), Mumbai – 400056. Built up area as per Index II :</td> <td style="text-align: center;">24.12.2024</td> <td style="text-align: center;">1250.00</td> <td style="text-align: center;">125.00</td> </tr> <tr> <td></td> <td> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Flat No.</th> <th style="width: 80%;">Area</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">101A</td> <td>59.01 Sq. Mt. Built Up</td> </tr> <tr> <td style="text-align: center;">101B</td> <td>59.01 Sq. Mt. Built Up</td> </tr> <tr> <td style="text-align: center;">101C</td> <td>59.09 Sq. Mt. Built Up</td> </tr> <tr> <td style="text-align: center;">101D</td> <td>42.75 Sq. Mt. Built Up</td> </tr> <tr> <td style="text-align: center;">101E</td> <td>45.35 Sq. Mt. Built Up</td> </tr> </tbody> </table> </td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Part	Property Details	Possession taken on	Reserve Price (Rs Lakh)	EMD (Rs Lakh)	1	Property owned by Dilip Amrutlal Dhruv and others : Address : Flat No.101A, 101B, 101C, 101D, & 101E, Shubhangan Bldg, Swastik Chsl, Plot No.14, JVPD Scheme, Vile Parle (W), Mumbai – 400056. Built up area as per Index II :	24.12.2024	1250.00	125.00		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Flat No.</th> <th style="width: 80%;">Area</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">101A</td> <td>59.01 Sq. Mt. Built Up</td> </tr> <tr> <td style="text-align: center;">101B</td> <td>59.01 Sq. Mt. Built Up</td> </tr> <tr> <td style="text-align: center;">101C</td> <td>59.09 Sq. Mt. Built Up</td> </tr> <tr> <td style="text-align: center;">101D</td> <td>42.75 Sq. Mt. Built Up</td> </tr> <tr> <td style="text-align: center;">101E</td> <td>45.35 Sq. Mt. Built Up</td> </tr> </tbody> </table>	Flat No.	Area	101A	59.01 Sq. Mt. Built Up	101B	59.01 Sq. Mt. Built Up	101C	59.09 Sq. Mt. Built Up	101D	42.75 Sq. Mt. Built Up	101E	45.35 Sq. Mt. Built Up			
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4	<p>i.) The sale of Secured Assets is on “<i>As is where is</i>”, “<i>As is what is &amp; whatever there is</i>” and “<i>without recourse</i>” basis. The description of the immovable property is based on the mortgages created by the Borrower with the secured lenders from time to time and the representations made by them.</p> <p>ii.) Authorized Officer (AO) does not take or assume any responsibility for any shortfall of the immovable assets or for procuring any permission, etc. or for the dues of any authority established by law. <b>All statutory liabilities / taxes / maintenance fee / electricity / water charges etc., outstanding as on date and/or yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder.</b> It is expressly made clear that AO / Bank do not take any responsibility to provide information on the same. AO / Bank does not take or assume any responsibility for any dues, statutory or otherwise, of <b>Dilip Amrutlal Dhruv &amp; Others</b> including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by the purchaser.</p> <p>iii.) Details of encumbrances known to the secured creditor are Nil. However the prospective bidders are advised to satisfy themselves regarding encumbrances, if any, over the above properties.</p>
5	<p><b><u>Inspection of assets</u></b>  The interested parties may inspect the assets at their own cost on <b>February 03, 2025</b> during <b>11.00 am to 4.00 pm</b> with prior request in the presence of a representative of the AO available at the site to facilitate the inspection.</p>
6	<p><b><u>Due Diligence by the bidders</u></b>  The interested parties may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, etc. whether the bidder actually inspects or visits or verifies or not.</p>
7	<p>The bidders shall be deemed to have inspected and approved the Secured Assets to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the premises and details of movable assets and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.</p>
8	<p>The Bidder shall not be entitled to receive re-imbusement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and/or for carrying out due diligence, search of titles to the assets and matters incidental thereto or for any other purpose in connection with purchase of the assets under reference.</p>

9	<p><b><u>Submission of Tender/Offer</u></b></p> <p>The Bidder shall complete in all respects the Profile of the Bidder and Declaration by the Bidder annexed to the Tender Document, and furnish the information called for therein and shall sign and date each of the documents in the space provided therein for the purpose. The Bidder shall sign each page of all the documents. Offers received for sale and / or accepted are not transferable.</p> <p>The Format for submission of “Profile of the Bidder” &amp; “Declaration by the Bidder” are given in Chapter VI, VII &amp; VIII of this Tender Documents. Bidders may fill in only the form relevant/applicable to them.</p>
10	<p>The Bid Documents shall be signed by a person or persons duly authorized by the Bidder with the signature duly attested.</p>
11	<p>The Bid Documents shall contain the full address, Telephone No., Fax No., e-mail-ID, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer.</p>
12	<p>The Bid Documents shall not be detached one from the other and no alteration or Mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto.</p>
13	<p><b><u>Last date for submission of Tender/Offer /Bid Document</u></b></p> <p>The interested parties may submit Tender Document duly filled and signed on each page along with EMD and other required documents to the “<b>Authorized Officer</b>, IDBI Bank Ltd., Branch Office, IDBI Bank Ltd., Rustomjee’s Ozone, Shop No. 7, Laxmi Singh complex, Near Goregaon Flyover, MTNL Office, Goregaon West, Mumbai, Maharashtra – 400062., on Mob. No.: <b>9430022540/7800552000/9839635346</b> not later than <b>16.00 Hrs on February 10, 2025</b> in a cover, which shall be super-scribed as “<b>Tender Document and EMD: A/c Dilip Amrutlal Dhruv &amp; Others</b>.” The DD / PO should be drawn in favour of “<b>IDBI Bank Limited</b>” payable at <b>Mumbai</b> issued by any Scheduled commercial Bank as Earnest Money Deposit (EMD).</p> <p><b><u>Remittance of EMD by way of RTGS</u></b></p> <p>Bidders who prefer to submit the EMD by way of RTGS, may remit the respective EMD amount in favour of IDBI Bank Limited, <b>Account No. 57134915010026, IFSC Code: IBKL0000571, Branch: IDBI Bank Limited, Borivali West, Branch.</b> Such bidders must indicate RTGS UTR No., Amount remitted and date in the appropriate space in the Profile of the Bidder.</p>
14	<p>Only those bidders will be permitted to participate in the auction whose Tender/ Offer Document is complete in every respect and whose Demand Draft/Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account, indicated above, well before the cut-off time. Bank does not take any responsibility and will not entertain any complaint for any delay in transfer of funds by way of electronic mode. Form of Tender /Offer/ Bid, if found incomplete in any respect, shall be liable for outright rejection. Bidders, whose forms are found to be in order together with the EMD, submitted by them, will be intimated by e-mail and through mobile.</p>



15	<p><b><u>Registration with E-Auction Service Provider</u></b></p> <p>1. Participants, who are not already registered with the e-auction provider, M/s ANTARES SYSTEMS LIMITED, should register themselves by following the procedure mentioned at the website : <a href="http://www.bankeauctionwizard.com">www.bankeauctionwizard.com</a>. The participants/intending purchasers are necessarily required to submit following documents / papers for registration to M/s ANTARES SYSTEMS LIMITED.</p> <ol style="list-style-type: none"> <li>SOI Form duly signed &amp; filled up. Please download from : <a href="http://www.bankeauctionwizard.com">www.bankeauctionwizard.com</a></li> <li>Self attested copy of Pan Card.</li> <li>Self Attested valid residential proof (Voter Id card, Passport copy, Ration card, telephone bill, electric bill - any one)</li> <li>Valid e-mail id and Mobile Number.</li> </ol>
16	<p>The user id and password will be then sent directly to the registered participants / intending purchasers whose Tender Document is complete in all respect and whose Demand Draft/Pay Order for EMD is found to be in order and /or remittance by way of RTGS proceeds is credited into the account indicated well before the cut-off time and whose documents are complete in all the respects, with further directions by the e- auction provider company, if any, for log in and participating in the auction through online process. After receiving the user-id / password, in case any bidder feels the need for training / e-auction support, such bidders may contact by contacting M/s ANTARES SYSTEMS LIMITED, #24, Sudha Complex, 3rd Stage, 4th Block, Basaveshwaranagar, Bangalore-560079. Contact person Email : <a href="mailto:sushmitha.b@antaressystems.com">sushmitha.b@antaressystems.com</a> / <a href="mailto:marina.j@antaressystems.com">marina.j@antaressystems.com</a> (M) 8951944383 / 9686196751 , (L) - 080-40482100 ( For Technical and Bidding Process).</p>
17	<p>Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither IDBI Bank nor the Service provider will be responsible for any lapses (Internet failure, Power failure, etc) on the part of the vendor, in such cases. In order to ward of such contingent situation, bidders are requested to make all the necessary/alternative arrangements such as backup power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.</p>
18	<p><b><u>The e-Auction day : 11.02.2025 (WEDNESDAY ) from 11.30 A.M. to 12 P.M.</u></b></p> <p>The initial 10 minutes of e-auction will be kept open for all the intending bidders to bid. The auction would be held with unlimited extensions of 5 minutes each, if required, on e-auction platform at website : <a href="http://www.bankeauctionwizard.com">www.bankeauctionwizard.com</a>. In case no further valid bids are received during the extended period, the last highest bid received would be treated as the successful bid and auction would be treated as closed/terminated.</p> <p><b><u>Increase in Bid Amount :</u></b></p> <p>It may be noted that increase in bid amount, if any, during the e-auction period shall be made as under.</p> <p><b>In multiples of Rs.50,000/- (Rupees Fifty Thousand only)</b></p> <p><b>Increase in bid amount below the above amount will not be accepted.</b></p> <p>First bid should be of at least equal to or above the Reserve Price or increment(s) in multiples as mentioned above.</p>

19	<p>Authorised Officer (AO) reserves the right to retain the EMD of top three bids up to three months from the date of auction and <b>the amount of EMD will not carry any interest</b>. The Bids so retained will be valid for three months from the date of auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 7 days from the date of auction.</p>
20	<p><b><u>Payment of Sale Price</u></b></p> <p>The successful bidder would be informed in writing about the acceptance of his/her bid/offer by the AO and will be required to deposit 25% of the sale price (less the amount of EMD) immediately on receipt of the valid communication intimating acceptance of his/her bid by way of crossed A/c Payee Demand Draft/Pay Order drawn in favour of "<b>IDBI Bank Limited</b>" payable at Mumbai issued by any Scheduled Commercial Bank or by way of <b>RTGS</b> in favour of IDBI Bank Limited, Account No. <b>57134915010026, IFSC Code: IBKL0000571, Branch : IDBI Bank Limited, Borivali West, Branch.</b></p> <p>The balance amount of the sale price shall have to be paid within 15 days from the date of valid communication intimating acceptance of his/her bid by way of crossed A/c Payee Demand Draft/Pay Order drawn in favour of <b>IDBI Bank Limited</b> Payable at <b>Mumbai</b> issued by any Scheduled Commercial Bank or by way of <b>RTGS</b> in favour of IDBI Bank Limited, Account No. <b>57134915010026, IFSC Code: IBKL0000571, Branch: IDBI Bank Limited, Borivali West, Branch.</b> or such extended period, not more than 90 days from the date of auction, as may be agreed upon in writing between the successful bidder and the AO.</p>
21	<p>In case the successful bidder fails to deposit 25% of the sale price within the above stipulated time, the EMD paid shall be forfeited and if the successful bidder backs out after paying 25% of the sale price, then the 25% of the sale consideration so deposited including the EMD shall be forfeited.</p>
22	<p>All claims of the defaulting successful bidder to the assets or to any part of the sum for which it may be subsequently sold shall stand forfeited.</p>
23	<p>In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the AO reserves the right to re - sell the assets to the second/third highest bidder in the above manner, who shall also be treated as the successful bidder mentioned in clauses 9 to 14 above and further in terms of this Bid Document.</p>
24	<p>On confirmation of sale and if the terms of payment have been complied with, the AO, exercising the power of sale, shall issue Certificate of Sale for the movable and immovable properties in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.</p>
25	<p>The successful Bidder shall, after making full payment of sale price within 15 days of acceptance of bid/offer or such extended period, not more than 90 days from the date of auction, as may be granted by the AO at his sole and absolute discretion, arrange to take possession of the Secured Assets immediately thereafter. <u>It is explicitly stated that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the Secured Assets.</u> In case the successful bidder fails to take possession of the secured assets as stated above, the AO reserves the right to revoke the sale confirmed in his/her favour, forfeit the entire amount paid by the successful bidder and go for re-bidding or sell the secured assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty. In such an event, the original successful bidder shall have no claims on the secured assets or to any amount /s for which it may be subsequently sold.</p>

26	The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, sale tax etc. for transfer of assets in his/her name. It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lenders and it shall be solely the obligation of the Bidder, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities / housing society tax / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his /her/their name. Bank does not take any responsibility to provide information on the same.
27	The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/Offer laid down herein.
28	The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her under these conditions is and shall be deemed to be of the essence.
29	<b><u>General Terms and Conditions</u></b> The AO 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.
30	The entire procedure of e-auction, the sequence of inter-se bidding etc. shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same.
31	The AO reserves the right and liberty to accept/reject any (including the highest bid) or all the Bids/Offers and also reserves the right to cancel the entire sale process 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 AO, at his sole and absolute discretion, reserves the right to go for re-bidding or sells the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty and the Bidders shall have no right to object to the same.
32	In the event the said sale in favour of the bidder not being confirmed by AO, otherwise than on account of the wilful 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 void and the bidder shall, in that event be entitled only to receive back his/her Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest, and the bidder shall not be entitled to payment of his costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her.
33	Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons.
34	Particular specified in schedule above has been stated to the best of the information of the Authorized officer/Bank. Authorized Officer and/or Bank will not be answerable for any error, mis-statement or omission in this Public Notice.
35	<b><u>Jurisdiction:</u></b> All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in <b>Mumbai/Maharashtra</b> State shall have the exclusive jurisdiction to entertain adjudicate such disputes.



**VI. FORMAT FOR SUBMISSION OF  
PROFILE OF THE BIDDER- INDIVIDUAL**

**For purchase of secured assets / property of Dilip Amrutlal Dhruv & Others., Flat No.101A, 101B, 101C, 101D, & 101E, Shubhangan Bldg, Swastik Chsl, Plot No.14, JVPD Scheme, Vile Parle (W), Mumbai – 400056.. Built up area 265.21 Sq. Mt.**

**(To be filled and submitted by the Bidder/ Offerer individually for each property)**

<b>1</b>	<b>a)</b> Full Name of the Bidder/Offerer <i>(in Block letters)</i>	:	
	<b>b)</b> Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:	
	<b>c)</b> Mobile Nos.	:	
	<b>d)</b> E-mail ID	:	
<b>2</b>	Brief particulars of business (if any)	:	
<b>3</b>	Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Ltd.	:	
<b>4</b>	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/ property are to be purchased	:	
<b>5.</b>	Details of Earnest Money Deposit (EMD)	:	
	RTGS UTR NO.	:	
	Amount remitted	:	
	Date	:	
<b>6.</b>	Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer	:	

7.	Bank account details(In case of refund of EMD amount)	Account Name: Account Number: IFSC Code: Bank Name & Branch:
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\* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the duly authorised official of the Bidder/Offerer

Name and Designation of the Authorised Signatory

Place :

Date :

**VII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER**

**COMPANY/ PARTNERSHIP/ PROPRIETORSHIP**

***For purchase of secured assets / property of Dilip Amrutlal Dhruv & Others., Flat No.101A, 101B, 101C, 101D, & 101E, Shubhangan Bldg, Swastik Chsl, Plot No.14, JVPD Scheme, Vile Parle (W), Mumbai – 400056.. Built up area 265.21 Sq. Mt.***

1.	<b>a)</b> Name of the Company/ Firm/ Party (in Block letters)	
	<b>b)</b> Complete Registered Address	
	<b>c)</b> Complete Correspondence Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	
2.	Date of Incorporation	
3.	Constitution (Private/Public/Joint)	
4.	Name of Chairman	
5.	Name of Managing Director / Partners	
6.	Board of Directors	a)
		b)
		c)
		d)
		e)
		f)
7.	Income tax PAN No.  (attested copy of PAN card of the company to be attached)	
8.	Date of Last Income Tax Return  (Enclose copy of last 3 years' Income Tax clearance certificate)	

9	<b>a)</b> Full Name of the Authorised Person to carry out e- auction on behalf of the company/firm /party <i>(in Block letters)</i>  <b>(Original Authorised letter to be attached to carry out the e-auction process)</b>	:
	<b>b)</b> Complete Postal Address of the Authorise person with  PIN Code, Telephone Nos.;  Fax Nos.; Website, etc.	:
	<b>c)</b> Mobile Nos.	
	<b>d)</b> E-mail ID	
10	Designation of the Authorize Person	:
11	Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Ltd.	:
12.	Details of Earnest Money  Deposit (EMD)	
	RTGS UTR No.	
	Amount remitted	
	Date	
13.	Income Tax Permanent Account Number(s) (PAN) of Authorised person	
14.	Bank Account details(In case of refund of EMD amount)	Account Name:  Account Number:  Bank Name & Branch:  IFSC Code:

\* Each and every information and documents to be submitted is mandatory.



I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature:

Name of the Authorised Person :

Designation :

Company Seal

All authorizations should be annexed to this form.

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**VIII. FORM OF APPENDIX TO THE BID/OFFER**

**(DECLARATION BY THE BIDDER)**

**(ON STAMP PAPER OF RS.100/-)**

**FORM OF BID/OFFER**

***(Note: This Appendix forms part of the Bid/Offer)***

To,

Authorised Officer,  
IDBI Bank Ltd.,  
Rustomjee's Ozone, Shop No. 7,  
Laxmi Singh complex,  
Near Goregaon Flyover, MTNL Office,  
Goregaon West, Mumbai,  
Maharashtra – 400062

Sir,

**Sale of Secured Assets/Property of Dilip Amrutlal Dhruv and others. Immovable properties situated at**

Property owned by Dilip Amrutlal Dhruv and others :

Address : Flat No.101A, 101B, 101C, 101D, & 101E, Shubhangan Bldg, Swastik Chsl, Plot No.14, JVPD Scheme, Vile Parle (W), Mumbai – 400056.

Built up area as per Index II :

Flat No.	Area
101A	59.01 Sq. Mt. Built Up
101B	59.01 Sq. Mt. Built Up
101C	59.09 Sq. Mt. Built Up
101D	42.75 Sq. Mt. Built Up
101E	45.35 Sq. Mt. Built Up

- 1 Having fully examined and understood the terms and conditions of the Tender Document and condition and status of the Secured Assets/property, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Tender/Offer Document.
- 2 I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/Offer and acquire the Secured Asset/property. Should I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.

I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.

I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 15 days of acceptance of bid/offer or such extended period as may be granted by the AO at his sole and absolute discretion, I/we shall arrange to take possession of the secured assets immediately thereafter. I/We understand that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the secured assets. We further understand that in the event I/We fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.

- 3** I/We clearly understand and accept that the Authorised Officer or the secured lenders do not take or assume any responsibility for any dues, statutory or otherwise, of Dilip Amrutlal Dhruv and others, including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/offer is accepted.
  
- 4** I/We understand that you are not bound to accept the highest or any Bid/Offer you may receive. Further, I/we will not raise any objection in case the Authorised Officer goes for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty.
  
- 5** I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/property and I/we agree and undertake to abide by it.

- 6 I/We have remitted Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards Earnest Money Deposit (EMD) to IDBI Bank Ltd by way of RTGS amount in favour of IDBI Bank Limited, Account No. **57134915010026**, IFSC Code: **IBKL0000571**, Branch : IDBI Bank Limited, Chaudhari Nagar, Kandivali East Branch, Mumbai.
- 7 We understand that the EMD will not carry any interest.
- 8 We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Tender/Offer document can be summarily rejected.

Place : Mumbai

Dated ... \_\_\_ day of \_\_\_\_\_ 20

Signature ..... in the capacity of .....

duly authorised to sign Bid/Offer for and on behalf of .....

(Name and address of the Bidder/Offerer)

(IN BLOCK CAPITALS)

WITNESS :

Signature : .....

Name & Address : .....

Occupation : ..... .....

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