

**Date: 26<sup>th</sup> September 2024**



**TENDER DOCUMENT**  
**TERMS OF INVITATION AND SALE**

**STRUCTURED ASSETS GROUP**

**Ahmedabad Main Branch at 4<sup>th</sup> Floor, "Trishul", Opp. Samartheshwar Temple, Near Law Garden, Ellisbridge Ahmedabad – 380006 . K/A: Mr. Jitendra Popat**

**KEY DETAILS:**

1.	Name of the Borrower	<b>M/s Diva Infrastructure</b>								
2.	Outstanding Amount as per Demand Notice	M/s Diva Infrastructure: Rs. 5,28,31,477.80 (Rupees Five Crores Twenty Eight Lakhs Thirty One Thousand Four Hundred Seventy Seven and Paise Eighty Only) as mentioned in Demand Notice dated 23 <sup>rd</sup> October 2018 bearing reference No. AXIS/SA/VP/2018-19/439 issued u/s. 13 (2) of SARFAESI Act, being the amount due as on 23 <sup>rd</sup> October 2018 plus further interest at the contractual rate from 24 <sup>th</sup> October 2018 along with penal interest thereon till the date of payment and incidental expenses, charges, costs etc. due to Axis Bank Limited as mentioned in Demand Notice dated 23 <sup>rd</sup> October 2018 issued u/s. 13 (2) of SARFAESI Act.								
3.	Possession of the scheduled properties taken on	Physical possession of the Property was taken by the Executive Magistrate and Circle Officer Vejalpur on 05.10.2023 in accordance with order dated 20 <sup>th</sup> February 2023 passed by the District Magistrate under section 14 of the SARFAESI Act, 2002 i.e., Securitization Application and handed over the physical possession to the Authorized Officer of Axis Bank Limited.								
4.	Description of the "Secured Assets" offered for sale (herein after referred as the "Scheduled Properties" or the "said Properties" or the "Secured Assets") along with Reserve Price and EMD	<table border="1"> <thead> <tr> <th>DESCRIPTION OF PROPERTY</th> <th>RESERVE PRICE</th> <th>EARNEST MONEY DEPOSIT (EMD)</th> </tr> </thead> <tbody> <tr> <td><b>All that piece and parcel of commercial property situated at Office no. 603, VI Floor, admeasuring about 82.01 sq.mtrs. alongwith undivided share admeasuring about 42.34 sq.mtrs. (municipal tenement no. 0628-20-0300-0001-V of Prahlad Nagar ward) in the scheme known as Safal Prelude, of The Safal Prelude Commercial Co.Op. Services Limited situated upon NA land bearing Survey no. 787,797/4 and 922/2 being allotted final plot no.34/2,34/1-2 in the draft Town Planning Scheme no. 25 (Vejalpur) of Mouje Vejalpur, Taluka : Ahmedabad west, District : Ahmedabad.</b></td> <td>Rs. 57,00,000/- (Rupees Fifty-Seven Lakhs Only)</td> <td>Rs. 5,70,000/- (Rupees Five Lakhs Seventy Thousand Only)</td> </tr> </tbody> </table>			DESCRIPTION OF PROPERTY	RESERVE PRICE	EARNEST MONEY DEPOSIT (EMD)	<b>All that piece and parcel of commercial property situated at Office no. 603, VI Floor, admeasuring about 82.01 sq.mtrs. alongwith undivided share admeasuring about 42.34 sq.mtrs. (municipal tenement no. 0628-20-0300-0001-V of Prahlad Nagar ward) in the scheme known as Safal Prelude, of The Safal Prelude Commercial Co.Op. Services Limited situated upon NA land bearing Survey no. 787,797/4 and 922/2 being allotted final plot no.34/2,34/1-2 in the draft Town Planning Scheme no. 25 (Vejalpur) of Mouje Vejalpur, Taluka : Ahmedabad west, District : Ahmedabad.</b>	Rs. 57,00,000/- (Rupees Fifty-Seven Lakhs Only)	Rs. 5,70,000/- (Rupees Five Lakhs Seventy Thousand Only)
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5.	Contact person for sale related queries	Mr. Jitendra Popat: jitendra.popat@axisbank.com (Mobile No. 9228898782) and/or Mr. Nilay Sharan: nilay.sharan@axisbank.com								
6.	Inspection of Property	On <b>1<sup>st</sup> October 2024 between 11:00 AM to 02:00 PM</b> with prior appointment. For inspection, please contact Mr. Yashpal Singh on Mobile Number 9358514006								
7.	Submission of the EMD and bids should be done latest by	<b>On or before 14<sup>th</sup> October 2024 by 5:00 PM.</b>								
8.	Place of submission of EMD	Demand Draft/Pay Order in the favour of 'Axis Bank Ltd.' payable at Ahmedabad, to be submitted <b>on or before 14<sup>th</sup> October 2024 by 5:00 PM.</b> at the following address :-								

		<b>Ahmedabad-</b> Mr. Jitendra Popat, Structured Assets Group at 4 <sup>th</sup> Floor, "Trishul", Opp. Samarsheshwar Temple, Near Law Garden, Ellisbridge Ahmedabad – 380006. K/A: Mr. Jitendra Popat
9.	Date and time of e-auction	<b>15<sup>th</sup> October 2024 between 1.00 p.m. to 2.00 p.m.</b> with auto-extension of five minutes each in the event of bids placed in the last five minutes.
10.	Bid Increment Amount	Rs. 50,000/- (Rupees Fifty Thousand Only)
11.	E auction website details	<b><a href="https://www.axisbank.com/auction-notice">https://www.axisbank.com/auction-notice</a></b> and/or <b><a href="https://axisbank.auctiontiger.net">https://axisbank.auctiontiger.net</a></b>
12.	Contact person for e auction related details	<ul style="list-style-type: none"> <li>Mr. Ramprasad Sharma :7020038095, 07968136855, 6854, 6870, 6851, 6894, 9872 ; Mail id : maharashtra@Auctiontiger.net / support@auctiontiger.net / <a href="mailto:ramprasad@auctiontiger.net">ramprasad@auctiontiger.net</a>.</li> </ul>
13.	Terms and Conditions of Sale	As mentioned herein below.
14.	Encumbrances on the property	<ul style="list-style-type: none"> <li>Axis Bank Ltd. had filed an Original Application No. 222/2020 and 221/2020 ("<b>OA</b>") against the borrowers, mortgagors and guarantors for recovery of outstanding dues in Hon'ble Debts Recovery Tribunal-I Ahmedabad. The said OAs are pending for adjudication, next date of hearing is 22.10.2024.</li> <li>"There are various attachments on Borrower (Diva Infrastructure) accounts" to be ascertained and verified by the Bidders prior to submitting Bid.</li> <li>The Various dues of the Municipal Corporation, Society, Electricity company etc should be ascertained and verified by the Bidders prior to submitting Bid.</li> </ul>

#### **Background leading to auction sale:**

Axis Bank have issued notice u/s 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (Act 54 of 2002) ("**SARFAESI Act**") on 23<sup>rd</sup> October 2018 bearing reference No. AXIS/SA/VP/2018-19/439 calling upon the Borrower/Guarantors/Mortgagors to pay the amount mentioned in the said notice. Physical possession of the Property was taken by the Executive Magistrate and Circle Officer Vejalpur on 05.10.2023 in accordance with order dated 20<sup>th</sup> February 2023 passed by the District Magistrate under section 14 of the SARFAESI Act, 2002 i.e. Securitization Application and handed over the physical possession to the Authorized Officer of Axis Bank Limited.

#### **TERMS AND CONDITIONS OF THE INVITATION AND SALE**

1. The Secured Assets are being sold on "**As Is Where Is Basis**", "**As Is What Is Basis**", "**Whatever There Is Basis**" and "**No Recourse Basis**".

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, and other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Secured Assets and if payable in law and/or attachable to the Secured Assets/sale proceeds, shall be the sole responsibility and to the account of the prospective buyer. Accordingly, the sale proceeds arising out of the proposed sale hereunder shall not be available for payment of any such liabilities, encumbrances, dues etc., and the sale proceeds shall be exclusive of all such liabilities, encumbrances, dues, (by whatever name called) whether known or unknown. The Secured Assets are being sold with all known and unknown encumbrances, if any,

except the encumbrance by way of mortgage / charge and liabilities to the Bank in respect of the financial facilities as against the Scheduled Property.

2. Neither the Bank nor the Authorised Officer undertakes any responsibility to procure any permission/license/approvals etc. from any person/department/authority/Government etc. in respect of the Secured Assets offered for sale.
3. Bank/Authorised Officer does not make any representations regarding the existence or otherwise of aforesaid liabilities, encumbrances, dues etc. The Bidder may do his / their own necessary due diligence in this regard.
4. The person(s) interested in submitting quotations/offers/Bid shall submit their online bids (such person(s) giving the quotation/bid/offer is herein after referred to as "**Offeror/Bidder**") and the quotation/bid/offer given is hereinafter referred to as "**Bid**") for purchase of the Secured Assets as mentioned herein above in the prescribed Bid Form given in the **Annexure I** hereto and available in auction portal i.e. **<https://axisbank.auctiontiger.net>** to those who have submitted the EMD amount with the Bank within the time period prescribed hereinabove. An Offeror would be required to submit (i) full name of the bidder (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address (v) Address proof and (VI) Prescribed Bid Form given in the **Annexure I of the Tender Document** as well as credit worthiness / financial standing, in the form and manner acceptable to the Bank / Authorised Officer, in an envelope which should be subscribed with the words "**Auction related documents for purchase of Secured Assets in the matter of M/s. Diva Infrastructure at Ahmedabad**" and the said envelope should be to our Corporate Banking Branch, Ahmedabad on the address mentioned hereinabove during working hours of the Bank (except Sunday and Bank Holidays) latest **by 5:00 PM on 14<sup>th</sup> October 2024**. Any Bid not in the prescribed Bid Form may be treated as invalid. No correspondence shall be entertained in this behalf.
5. The Bid submitted must be accompanied by the Earnest Money Deposit ("**EMD**") by way of pay-order/demand draft drawn on a Scheduled Bank in favour of "**Axis Bank Ltd.**" The EMD shall not carry any interest. The EMD shall be returned (without any interest thereon) to the unsuccessful Bidders.
6. The unsuccessful Bidder(s) shall collect / take back the EMD amount from the Authorized Officer / Bank, in due course of time after conclusion of the sale/auction on **15<sup>th</sup> October 2024**.
7. The EMD shall not be refundable to Successful Bidder and shall either be adjusted against the purchase consideration or be forfeited in accordance with this Tender Document. Only those Bidder(s) who have submitted the EMD amount as mentioned hereinabove on or before **14<sup>th</sup> October 2024 by 5.00 p.m.** shall be able to access the auction portal.
8. Eligible Bidder(s) who have duly paid the EMD amount as mentioned hereinabove and submitted the KYC documents as required, shall be contacted and provided with User ID and Password for participating and submitting bids in the e-auction portal. Bids shall be submitted online through the portal in the format available at **<https://axisbank.auctiontiger.net>**. The e-auction will be conducted on **15<sup>th</sup> October 2024 between 1.00 p.m. to 2.00 p.m.** Bids submitted otherwise than in the format prescribed in the portal shall not be eligible for consideration and will be liable for rejection.
9. The Secured Assets will be sold by e-auction through website **<https://axisbank.auctiontiger.net>** of 'e-procurement technologies Ltd.' (auction tiger),

the Bank approved service provider, who are assisting the Authorized Officer in conducting the e-auction.

10. Eligible Bidder(s) who have duly complied with requirements in point 4 and 5 hereinabove shall be contacted and provided with User ID and Password for participating in the e-auction portal. The interested purchasers shall be permitted to participate and bid in the e-auction only if EMD amount has been received by the Bank along with the KYC documents. The property will not be sold below the Reserve Price.
11. Bidder(s) may inspect the above property on **1<sup>st</sup> October 2024 between 11:00 AM to 02:00 PM** with prior appointment. For inspection, please contact Mr. Yashpal Singh on Mobile Number 9358514006. The persons deputed for inspection by the Bidder should carry with him/ them appropriate authorization on the letterhead of the organization/person, he/she/they represent(s), failing which inspection may be refused.
12. The Bank shall make available to the prospective buyer(s)/ Bidder(s), at the below mentioned address of the Bank all the relevant papers, documents, notices etc. (as available with the Bank) with respect to Secured Assets and proceedings under the SARFAESI Act and Rules made thereunder for perusal / verification by the Bidder(s). The Bidder(s) may, if he / she / it / they so desire, peruse / verify the same at a time mutually convenient to the Bank and the Bidder(s) – by prior appointment on any working day other than Saturdays, Sundays and Bank holidays. **However, no photocopies of the documents etc. will be given to the prospective buyer(s) / Bidder(s) nor will be allowed to click/take photographs of the documents.**

**Address for verification of documents:** Axis Bank Limited, Structured Assets Group at 4<sup>th</sup> Floor, "Trishul", Opp. Samartheshwar Temple, Near Law Garden, Ellisbridge Ahmedabad – 380006 . K/A: Mr. Jitendra Popat
13. By accepting this document the Bidder(s) undertakes to keep the information gathered during the due diligence process including information available as per Bank's records / interaction with Bank officials, confidential and not to disclose the said information etc. to any person / entity and shall not use the said information etc., for any purpose other than making the Bid pursuant to the Tender Document / Auction Notice.
14. Authorised Officer / Bank reserves the right to adjourn, postpone or cancel the sale / auction without assigning any reason thereof.
15. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by Authorised Officer / Bank. Bidder(s) acknowledge that Bank / Authorised Officer is not obliged to respond to questions or to provide clarifications.
16. The e-auction will be conducted on **15<sup>th</sup> October 2024 between 1.00 p.m. to 2.00 p.m.**, with auto extension i.e. in case bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes. The Offeror/Bidder may improve their offers by way of inter se bidding among the bidders. The inter se bidding shall commence at the amount of highest bid received via online sealed bids. The bidder(s) may improve their offer in multiple of the amounts mentioned under the column "Bid Increment Amount". In case bid is placed in the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes. The bidder who submits the highest bid amount (not below the Reserve Price) on closure of e-Auction process shall be declared as a Successful Bidder and a

communication to that effect will be issued through electronic mode which shall be subject to approval by the Authorized Officer/ Secured Creditor.

17. The eligible Bidder(s) may participate in the e-auction quoting/ bidding from their own offices/ place of their choice. Internet connectivity shall have to be arranged by each bidder himself/ herself/ itself/ themselves. The Authorised Officer/ Axis Bank/ e-auction service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure etc. The e-auction will be conducted on **15<sup>th</sup> October 2024 between 1.00 p.m. to 2.00 p.m.**, Auto extension i.e. in case a bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes. The bidder who emerges as the highest bidder on closure of e-auction process shall be declared as Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval of the Authorised Officer/ Secured Creditor(s).
18. By accepting this document, the Bidder(s) undertakes not to question, challenge, raise issues against the decision of the Bank/Authorised Officer, in any court of law, tribunal, forum, regulatory authority etc.
19. Authorised Officer / Bank reserves the right to reject any/or all the Offers including the highest Offer or adjourn, postpone or cancel the sale / auction without assigning any reason thereof.
20. In case, only single bid is submitted for abovementioned Secured Asset then Authorised Officer/ Axis Bank, at its sole discretion, may declare such bidder as Successful Bidder.
21. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by Authorised Officer / Bank. Offeror/Bidder acknowledges that Bank / Authorised Officer is not obliged to respond to questions or to provide clarifications.
22. The Successful Bidder(s) shall be required to pay minimum 25% (including the EMD amount) of the Bid amount / final Purchase Consideration by D.D. or P.O. in favour of "Axis Bank Ltd." or electronic means like RTGS/SWIFT transfer, immediately i.e. on the same day or not later than next working day, upon being declared as "Successful Bidder(s)" and the balance 75% of the purchase consideration within fifteen days from the date of confirmation of sale or such extended period (as may be agreed upon in writing between the Successful Bidder(s) and the Bank, in any case not exceeding three months), by D.D. or P.O. in favour of "Axis Bank Ltd." or electronic means like RTGS/SWIFT transfer.
23. In the event of any default in payment of purchase consideration in full, or if the sale is not completed by reason of any default on the part of the Successful Bidder(s), the Authorised Officer, shall be entitled to forfeit all the moneys/EMD/purchase consideration till then paid by the Successful Bidder(s) and put up the Secured Assets for resale/disposal as per provisions of SARFAESI Act. Further, all costs, charges and expenses (by whatever name called including legal and other fees) incurred by Bank, on account of such resale shall be borne by the defaulting Successful Bidder(s) who shall also be bound to make good any deficiency in eventual Purchase Consideration arising on such resale. However, such defaulting Successful Bidder(s) shall neither be entitled to make any claim in the event of the Secured Assets realising higher price on such resale nor ask for a refund of any sorts.
24. All costs, expenses, taxes, including VAT/GST (as applicable) relating to or incidental to the sale and / or transfer of the Secured Assets including but not limited to charges with respect to adjudication of stamp duty, payment of stamp duty on sale certificates, registration charges, cess, transfer charges, if any, and all other incidental costs,

charges and expenses in connection with sale of the Secured Assets and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/ etc., shall be borne by the Successful Bidder(s).

25. Transfer of the Secured Assets to the Successful Bidder(s) shall be effected by the Authorised Officer by execution of the Sale Certificate /Certificate for Sale as per the format annexed in **Annexure II** hereto in accordance with the Security Interest (Enforcement) Rules, 2002, only upon receipt and realisation from the Successful Bidder(s) of the entire purchase consideration and execution by Successful Bidder(s) of such other documents as may be deemed necessary by the Authorised Officer.
26. As from the date of confirmation of the Bid as Successful Bidder(s) of the Secured Assets, all the risks, costs, responsibilities including the risks and costs as regards any loss or damage to the Secured Assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the Successful Bidder(s) and neither Axis Bank nor the Authorised Officer shall be liable for any such loss or damages.
27. By accepting this document the Bidder(s) / Successful Bidder(s) undertakes to keep the Bank indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by Bank for the enforcement of this indemnity), which the Bank shall suffer as a result of any failure on the part of the Successful Bidder(s) and to meet and clear any such liabilities, encumbrances and dues or any claim, proceedings, litigations, made by any person related or unrelated to the Secured Assets in respect of such liabilities, encumbrances and dues. By accepting this document the Bidder / Successful Bidder(s) undertakes to keep the Bank indemnified and save harmless the Bank from any and all claims, losses, penalties, damages etc., on account of any deficiency in respect of stamp duty payable on the Sale Certificate which shall be executed in favour of the Successful Bidder(s)/Purchaser by the Bank for sale of the Secured Assets under provisions the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
28. The Bidder(s), in order to protect his/their individual interests is/are advised to verify the Secured Assets, conduct due diligence at his/their own costs in respect of the same, as well as ascertain the known and unknown liabilities, encumbrances and any other dues from the concerned authorities or stakeholders/claimants to their satisfaction before submitting the Bid. Any Bid made shall be deemed to have been submitted after complete satisfaction of title (including mortgage / charge of the Bank) of the property / Secured Assets and / or all claims there against and after due & proper inspection of the Secured Assets and hence the Bidder(s) shall not be entitled to make any requisition or raise any query/objection vis-à-vis Authorised Officer/ Bank as to the title (including mortgage / charge of the Bank) or condition of the Secured Assets or any part thereof or any dues / taxes / levies irrespective as to whether disclosed or undisclosed.
29. It is presumed and understood that by submitting the Bid, the Bidder has made his/their own independent assessment, due-diligence, legal and otherwise of the Secured Assets and their condition and has sought independent professional, financial and legal advice.
30. Conditional Bid may be treated as invalid and contingent Bid shall be treated as invalid.

31. The Successful Bidder(s) shall be bound by the regulations of the local / any other authority, as applicable with regard to the use of the Secured Assets in question.
32. The Bidder shall not be entitled to withdraw or cancel Bid once submitted.
33. The Authorised Officer reserves its right to reject any or all Bid(s) without assigning any reason and in case all the Bid(s) are rejected, either to hold negotiations with any of the Bidder or sell the assets through private negotiations with any of the Bidder or any other party/parties or invite fresh Bids or through any other process. The Authorised Officer also reserves its right to cancel this sale process at any stage before confirmation of the sale and in that event, in his/her absolute discretion, to follow a different method for sale of the Secured Assets or to adopt or resort to any other remedy available to it for recovery of its dues. Upon such action on the part of the Authorised Officer, the Bidders shall not be entitled to claim any interest, compensation or damage on any ground whatsoever from the Authorised Officer or the Bank. The Bank's decision in this behalf shall be final and binding on all the Bidders.
34. In case of sale consideration exceeding Rs. 50 lakh, the successful bidder shall deduct TDS @1% on the total sale consideration under section 194-IA of the Income Tax Act and deposit the same with the Income Tax authority in the name of the Property owner and submit the details thereof to the bank.
35. All costs, expenses and liabilities incurred by each Bidder in connection with the transaction, including (without limitation) in connection with due diligence, preparation and/or submission of the Bids, including fees and expenses of its own advisors, if any, shall be borne and paid by such Bidder, whether its Bid is accepted or rejected for any reason, and the Bank does not assume any liability whatsoever in this connection.
36. If the dues of the Bank secured by the assets put up for sale together with all costs, charges and expenses incurred by the Bank are tendered to the satisfaction of the Bank by or on behalf of the Borrower at any time before the date fixed for e-auction/sale or transfer of the Secured Assets, the assets in question shall not be sold or transferred.
37. The information in respect of the Secured Assets has been stated to the best of the knowledge of the Authorised Officer, who, however, shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are, therefore, requested to verify the same, in their own individual interests before submitting their Bids.
38. The Bidder shall furnish to the satisfaction of the Bank, particulars for the purpose of KYC norms, information regarding the source of its funds and such other information as the Authorised Officer may require in the context of the Bid / sale. Any falsehood, inaccuracy or incompleteness in this regard in any respect by a Bidder, shall lead to disqualification of such Bidder.
39. Removal of encroachments and/or unauthorized tenants/constructions, if any, on the Secured Assets as also resolution of the pending litigation including title dispute, if any, in respect of the Secured Assets shall be the sole responsibility of the Successful Bidder(s) and the Bank does not undertake any responsibility in this regard.
40. Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transportation, demarcation in respect of any action related to Secured Assets and any other incidental expenses including insuring labourers for the same shall be borne by the Successful Bidder(s) and the Bank shall not be liable for the same.



41. The Authorised Officer shall be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in the light of the facts and circumstances of the case.
42. Chain Title Documents of the Secured asset available with Bank (If Any) shall be handed over to the successful bidder only after registration of Sale Certificate subjected to attachment of any statutory authority prevailing/existing on that date. In case chain title documents are deposited with Debt Recovery Tribunal (DRT). The Bank/Authorized officer will make an application for retrieving the original chain title documents from Hon DRT. Till such time Successful Bidder will have to bear with Authorized officer/ Bank. In case if there is any statutory authorities attachment i.e. due to which the account of 1) **Diva Infrastructure** 2) **Mr. Dharmesh P Shah (Sine Deceased) Legal Heirs Premchand Vadilal Shah and Chandrikaben Premchand Shah** 3) **Mrs. Amiben Dharmesh Shah (Since Deceased) Legal heirs Premchand Vadilal Shah and Chandrikaben Premchand** to Axis Bank Limited i.e. Secured Creditor as debit freeze or lien marked, then the title documents will be handed over post release of this attachment by the statutory authority, till such time the successful Bidder will have to bear with Authorized officer/ Bank.
43. All payments to be made to the Bank with respect to the Bid/ proposed sale / sale
44. All payments to be made to the Bank with respect to the Bid/ proposed sale / sale shall be made in favour of "Axis Bank Ltd." by way of a pay order / demand draft drawn on a Scheduled Bank, or by electronic means like RTGS/SWIFT transfer.
45. Disputes, if any, shall be subject to jurisdiction of Mumbai/ Ahmedabad Courts/ Tribunals only.
46. Words & expressions used hereinabove shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.
47. The eligible bidders who have submitted the Form and EMD as per clause 4 and 5 may avail training for online bidding from M/s. e-Procurement Technologies. Ltd., B-701, Wall Street - 2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006, Gujarat. Contact Persons: Mr. Ramprasad Sharma :7020038095, 07968136855, 6854, 6870, 6851, 6894, 9872 ; Mail id : maharashtra@Auctiontiger.net / support@auctiontiger.net / [ramprasad@auctiontiger.net](mailto:ramprasad@auctiontiger.net).

**Authorised Officer**  
**Axis Bank Ltd.**

I / We confirm and accept the terms and conditions of this Tender Document, including Annexures hereof

For OFFEROR / Bidder :

Authorised Signatory

Name :

Designation :

Contact Nos :

Fax No.:

Email ID :



**ANNEXURE – I**

**BID FORM**

**Date:** \_\_\_\_\_

**Axis Bank Ltd., Corporate Office,**

Structured Assets Group at 4<sup>th</sup> Floor, "Trishul", Opp. Samartheshwar Temple, Near Law Garden, Ellisbridge Ahmedabad – 380006 . K/A: Mr. Jitendra Popat .

Dear Sirs/Madam,

**Re: Bid for purchase of Secured Assets in the account of "M/s Diva Infrastructure pursuant to the Sale Notice and Tender Document (dated 26<sup>th</sup> September 2024) issued by Axis Bank Ltd.**

1.	Name of the Tenderer (In case of company/firm/ proprietary concern, please also give names of key Directors / Partners/ Proprietor)				
2.	Name of the Borrower account in which tender is invited	<b>M/s Diva Infrastructure</b>			
3.	Mobile No.				
4.	Email ID				
5.	Address				
6.	<b>Details of Secured assets for which Bid(s) are Submitted. (Please mention description of Property as per respective Lot No.) (Strike out which ever not applicable)</b>	<b>Reserve Price</b>			
	<b>All that piece and parcel of commercial property situated at Office no. 603, VI Floor, admeasuring about 82.01 sq.mtrs. alongwith undivided share admeasuring about 42.34 sq.mtrs. (municipal tenement no. 0628-20-0300-0001-V of Prahlad Nagar ward) in the scheme known as Safal Prelude, of The Safal Prelude Commercial Co.Op. Services Limited situated upon NA land bearing Survey no. 787,797/4 and 922/2 being allotted final plot no.34/2,34/1-2 in the draft Town Planning Scheme no. 25 (Vejalpur) of Mouje Vejalpur, Taluka : Ahmedabad west, District : Ahmedabad.</b>	<b>Rs. 57,00,000/- (Rupees Fifty-Seven Lakhs Only)</b>			
7.	<b>EMD Details</b>				
	<b>Property No.</b>	<b>Drawn on (Bank Details)</b>	<b>D.D. /P.O. No.</b>	<b>Date</b>	<b>Amount (Rs.)</b>
	A				

I/We, the Bidder, confirm that:

- a. The sale of the Secured Assets by Axis Bank shall be under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with the Security Interest (Enforcement) Rules, 2002.
- b. The assets are being purchased by us on "As Is Where Is Basis", "As Is What Is Basis" "Whatever There Is Basis", and "No Recourse Basis".
- c. I / we have perused the relevant papers, documents etc. furnished by Axis Bank.

OR

I / we have in my / our sole discretion decided not to peruse the relevant papers, documents etc. However, I undertake and confirm not to raise any claims, contentions etc. against Axis Bank / Authorised Officer in this regard and my / our Bid is not conditional and shall not be withdrawn for whatsoever reason and if the same is accepted by you shall be binding on me / us.  
(to retain / delete, as applicable)

- d. I / We have done necessary legal, technical and financial due diligence with respect to the Secured Assets and the Bid is being submitted after due consideration of relevant facts and commercial aspects and not merely based on the information provided by or representations, if any, made by Axis Bank / Authorised Officer.
- e. I / We have satisfactorily inspected the Secured Assets.
- f. I am / We are legally eligible to enter into necessary agreement / contract.
- g. I/We have read the entire terms and conditions of the Tender Document and understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions. The purchase of the Secured Assets by me / us is on the terms and conditions of the Tender Document.
- h. The information revealed by me/us in the Bid is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be rejected. Axis Bank will be at liberty to annul the Bid / Acceptance at any point of time. I/We also agree that after my/our Bid for purchase of the Secured Assets is accepted by Axis Bank and I/we fail to accept or act upon the terms & conditions of the Bid or am /are not able to complete the transaction within the time limit specified in the Bid confirmation letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions, the Earnest Money Deposit and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited by Axis Bank and that Axis Bank has also a right to proceed against me/us for specific performance of the contract, if so desired by Axis Bank. KYC documents are enclosed herewith.

Yours faithfully,

For \_\_\_\_\_  
Signature of Bidder

KYC documents:

- 1.
- 2.

## Annexure - II

### DRAFT SALE CERTIFICATE

#### (For Immovable Property)

(As per Appendix V read with Rule 9(6) of the Security Interest (Enforcement) Rules, 2002)

Whereas,

The undersigned being the Authorised Officer of Axis Bank Ltd. and having its Registered Office at Trishul, Opp. Samartheshwar Temple, Ellis Bridge, Ahmedabad and having its Structured Assets Group at Corporate Banking Branch at 3<sup>rd</sup> Eye Building, 2<sup>nd</sup> Floor, Near Panchvati Circle, C G Road, Ahmedabad-380009 under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) and in exercise of the powers conferred under sub-section (12) of Section 13 of the SARFAESI Act read with rule 8 & 9 of the Security Interest (Enforcement) Rules, 2002 in consideration of the payment of Rs.-----/- (Rupees ----- only) sold on behalf of Axis Bank Ltd (Secured Creditor) in favour of ----- (purchaser) ....., the assets described and shown in the Schedule I (**hereinafter referred to as "Schedule Property"**) hereto, secured in favour of Axis Bank Ltd the said creditor by **M/s Diva Infrastructure** ("Borrower") towards the financial facilities offered by Axis Bank Ltd.

The sale of the Schedule Property has been made with all encumbrances and liabilities, (known and unknown), except the said financial facilities of said Secured Creditor. The sale has been made subject to the terms and conditions mentioned in the **Schedule II** hereto. The Schedules are part and parcel of the Sale Certificate. The purchaser has signed this Sale Certificate in token of confirmation and acceptance of all the above. The undersigned acknowledges the receipt of the sale price in full as under:

Sr. No.	Demand Draft No/ Pay Order No	Date	Amount (in Rs.)	Drawn on Bank (Branch)
1				
2				
3				
<b>TOTAL</b>				

The undersigned has handed over the delivery and possession of the property, as mentioned in **Schedule I**, to \_\_\_\_\_ (purchaser).

List of encumbrances:

- 1) The Secured Assets are sold strictly on "**As Is Where Is Basis**", "**As Is What Is Basis**", "**Whatever There Is Basis**" and "**No Recourse Basis**" with all known and unknown encumbrances (except the encumbrances and liabilities to the Secured Creditor in respect of the financial facilities including interest thereon as against the Schedule Property).
- 2) Axis Bank Ltd. had filed an Original Application No. 222/2020 and 221/2020 ("**OA**") against the borrower, mortgagors and guarantors for recovery of outstanding dues in Hon'ble Debts Recovery Tribunal-I Ahmedabad. The said OA is pending for adjudication, next date of hearing is 21.07.2024.
- 3) "There are various attachments on Borrower Company (**Diva Infrastructure**) accounts" to be ascertained and verified by the Bidders prior to submitting Bid.

**SCHEDULE I (Forming part of Sale Certificate)**

DESCRIPTION OF THE SECURED ASSETS CONSTITUTING SCHEDULE PROPERTY

**All that piece and parcel of commercial property situated at Office no. 603, VI Floor, admeasuring about 82.01 sq.mtrs. alongwith undivided share admeasuring about 42.34 sq.mtrs. (municipal tenement no. 0628-20-0300-0001-V of Prahlad Nagar ward) in the scheme known as Safal Prelude, of The Safal Prelude Commercial Co.Op. Services Limited situated upon NA land bearing Survey no. 787,797/4 and 922/2 being allotted final plot no.34/2,34/1-2 in the draft Town Planning Scheme no. 25 (Vejalpur) of Mouje Vejalpur, Taluka : Ahmedabad west, District : Ahmedabad.**

Sd/-

For and on Behalf of **ANK**  
(Purchaser)

Date:

Place:

Sd/-

Authorised Officer  
Axis Bank Ltd

Date :

Place:

## Schedule II (Forming part of Sale Certificate)

### TERMS AND CONDITIONS

----- is hereinafter referred to as "Purchaser" hereunder.

- 1) The Schedule Property is sold strictly on **"As Is Where Is Basis", "As Is What Is Basis", "Whatever There Is Basis" and "No Recourse Basis"**

All liabilities, encumbrances, dues of authorities and departments, statutory or otherwise, and any other dues (by whatever name called in whichever form, mode, manner), if any, in respect of the Schedule Property and if payable in law and/or attachable to the Schedule Property /sale proceeds, shall be the sole responsibility and to the account of the Purchaser. Accordingly, the sale proceeds arising out of the sale hereunder shall not be available for payment of any such aforesaid liabilities, encumbrances, dues etc. and the sale proceeds shall be exclusive of all such liabilities, encumbrances, dues, (by whatever name called) whether known or unknown. The Schedule Property is sold with all known and unknown encumbrances, if any, except the encumbrance by way of mortgage / charge and liabilities to the Bank in respect of the Financial Facilities as against the Schedule Property.

- 2) All costs, expenses, taxes relating to or incidental to the sale and / or transfer of the Schedule Property including but not limited to charges with respect to adjudication of stamp duty, payment of stamp duty, registration charges, cess, sales tax and excise / VAT / GST (as applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with sale of the Schedule Property and further documentation charges including but not limited to conveyance, stamp duty, fees/charges/premium payable to Local Authorities etc. shall be borne by the Purchaser.
- 3) As from the date of confirmation of the sale of the Schedule Property, the Purchaser shall hold the Schedule Property at his / her / its / their sole risks and costs as regards any loss or damage to the Schedule Property by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the Purchaser and neither the Bank nor the Authorised Officer shall be liable for any such loss or damages.
- 4) The Purchaser hereby gives an indemnity and accordingly shall keep the Bank indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by the Bank for the enforcement of this indemnity), which the Bank may suffer as a result of any failure on the part of the Purchaser to meet and clear any liabilities, encumbrances and dues or any claim made by any person in respect of such liabilities, encumbrances and dues pertaining to the Schedule Property as also on account of any deficiency in respect of stamp duty payable on the Sale Certificate which has been executed in favour of the Purchaser by the Bank for sale of the Schedule Property under provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Rules made thereunder.
- 5) The Purchaser shall be bound by the regulations of the local / any other authority, as applicable in regard to the use of the Schedule Property.

Procurement of any permission/license / approvals etc. from any person / department / authority / Government etc. in respect of the Schedule Property shall be the responsibility of the Purchaser.

- 6) Removal of encroachments and/or unauthorized tenants/constructions, if any, on the Schedule Property as also resolution of the pending litigation including title dispute, if any, in respect of the Schedule Property shall be the sole responsibility of the Purchaser and the Bank does not undertake any responsibility in this regard.
- 7) Any expenses (by whatever name called) incurred towards moving, handling, re-locating, transporting demarcation, in respect of any action related to Schedule Property and any other incidental expenses including insuring labourers for the same shall be borne by the Purchaser and the Bank shall not be liable for the same.
- 8) The entire responsibility for completion of all procedures, formalities, compliances, approvals etc. required for completion of the sale including mutations etc. shall be that of the Purchaser.
- 9) Purchaser shall not have any Claim whatsoever against the Bank with respect to the purchase of the Schedule Property or any matter incidental thereto including liabilities, encumbrances, dues, claims, taxes etc. which may exist or arise with respect to the purchase transaction / Schedule property.
- 10) Words & expressions used herein above shall have the same meanings respectively assigned to them under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the rules framed thereunder.

Sd/-  
For and on Behalf of  
(Purchaser)

Sd/-  
Authorised Officer  
Axis Bank Ltd

Date:  
Place: