



Industrial Investment Bank of India Limited

**Tender Document
For Sale of
Real Estate Properties**

**May 10, 2010
Issued by IIBI Ltd**

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1. Disclaimer

This document shall be referred to as the Tender Document for Real Estate Properties (“TDRE”) of Industrial Investment Bank of India Limited (“IIBI”) and along with the other information provided would comprise the only information package, which is being made available to Bidders in accordance with the details contained herein.

IIBI has appointed Deloitte Touche Tohmatsu India Pvt. Limited (“DTTIPL”) as its Consultant to advise on the sale process of its Real Estate Properties. The purpose of this document is to provide Bidders with basic and preliminary information to assist the formulation of their Bid and is issued upon the express understanding that recipients will use it only for the purposes set out therein.

This document has been prepared on the basis of available information and the Bidders should conduct their own due diligence, investigation and analysis. Further, it should not be assumed that there shall be no change or deviation in the information provided. While DTTIPL has taken due care to try and ensure the accuracy of the information contained in this TDRE or contained in the data room, it has not conducted any due diligence and does not confirm the accuracy, adequacy, sufficiency or otherwise of any information contained in this TDRE or in the data room.

This TDRE does not, and does not purport to contain all the information and data each Bidder and/or its advisors may desire or require in reaching decisions concerning their Bids. Each Bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TDRE. Bidders should form their own views as to whether information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

The information contained in this TDRE or any other information which may be provided to Bidders is subject to change without notice. Further, it should not be assumed that there shall be no deviation or change in any information provided. IIBI may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged transaction process mentioned.

While this TDRE has been prepared in good faith, neither IIBI, nor its employees or its Consultant make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TDRE, even if any loss or damage is caused by any act or omission on the part of IIBI or its employees or its Consultant, whether negligent or otherwise.

This TDRE has not been filed, registered or approved by any regulatory or judicial authority. Recipients of this document, resident in jurisdictions outside India as well as those residents in India should inform themselves of and observe any applicable legal requirements and IIBI, its representatives and its Consultant will not be responsible for compliance with the same.

IIBI reserves the right to accept or reject any or all Bids without giving any reasons. IIBI and its representatives and its Consultant will not entertain any claim for expenses in relation or pertaining to the preparation and submission of Bids and as such no financial obligation/liability would accrue to IIBI, its representatives or its Consultant on such eventualities.

2. Definitions

In this TDRE, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

- 2.1. Bidder(s) means an individual, government departments, institutions, banks, corporates in the public and private sectors subject to applicable laws and regulations. No bidder shall be represented by any broker or agent.
- 2.2. Bids means the Bid prepared and submitted in accordance with the contents of this document and in the form prescribed herein
- 2.3. Bid Submission Date shall have the meaning ascribed in Section 11
- 2.4. Industrial Investment Bank of India Limited means IIBI
- 2.5. Successful Bidder means the Bidder who is declared as the Successful Bidder for a particular property after evaluation of bids by IIBI in accordance with terms of Section 12 of TDRE
- 2.6. Tender Document for Real Estate means this document, as may be amended and modified together with all annexures, addendums and amendments which may be made from time to time

3. Schedule of Bidding Process

The schedule for the bidding process will be as follows:

S. No.	Activity	Date
1	Issue of Advertisement	May 10, 2010
2	Issue of Tender Document for Real Estate	May 11 - May 16, 2010
3	Site visit and Data Room visit	<u>For properties in Kolkata:</u> May 11 - May 16, 2010 <u>For properties in Ahmedabad:</u> May 15 - May 16, 2010
4	Time and date of Bid Submission	16.00 hrs on May 24, 2010 at any of the four centres mentioned in the advertisement from where the tender documents were issued.
5	Time and date of Bid Opening	11:00 am on May 26, 2010 at Industrial Investment Bank of India, 19, Netaji Subhas Road, Second Floor, Kolkata – 700 001
6	Declaration of Successful Bidder(s)	June 25, 2010 (Any change in date will be notified to the bidders by e-mail)

4. Notice for sale

- 4.1 IIBI invites sealed Bids for the sale of its real estate properties comprising of residential and commercial properties located in Kolkata and Ahmedabad. The properties would be sold on “AS IS WHERE IS, WHAT IS WHERE IS BASIS“. The Bids can be submitted for one or more or for all of the real estate properties (residential/commercial) at any of the locations mentioned in Section 5.3. The list providing details of the real estate properties is enclosed in Annexure-D.

5. Terms and Conditions

- 5.1 IIBI (hereinafter referred to as the “seller/IIBI”) and the Bidder (i.e. the Bidder in whose favour the Bid(s) may be awarded shall be referred to as “the Successful Bidder(s)”.
- 5.2 The Bids must be submitted with all the pages numbered serially, along with an index of submission. In the event any of the instructions mentioned herein have not been adhered to, the Bid is liable to be rejected.
- 5.3 The Bid must be submitted in a sealed envelope by 16:00 hrs on May 24, 2010 in the manner specified in this TDRE. The sealed envelope containing Bids would be superscribed with “OFFER FOR PURCHASE OF REAL ESTATE PROPERTIES OF IIBI” at the top of envelope. No Bid after the specified time and date shall be accepted. The Bids can be submitted at the following address.

Kolkata:	Delhi:	Chennai:	Mumbai:
Mr. Bhushan Ekka/ Mr. T.R. Chattopadhyay 19, Netaji Subhas Road Kolkata-700001	Mr. V.K Sharma F-76 Kalkaji Ground Floor New Delhi – 110 019	Mr. R. Rajagopalan/ Mr. A Upadhyay The Nest (2 nd Floor) 19/1, Mcnichols Road Chetpet, Chennai - 600 031	Mr. Dinesh Balebail 11 th Floor Earnest House, NCPA Marg, 194, Nariman Point Mumbai- 400 021

- 5.4 The Successful Bidder(s) for the property/ies would be declared by June 25, 2010. In the event of any change in aforesaid date, the same will be notified to the bidders by e-mail. IIBI reserves the right to reject any or all of the Bids without assigning any reasons thereof and the decision of IIBI would be final and binding on the Bidders.
- 5.5 The TDRE can be purchased from any of the offices of IIBI mentioned above on payment of a non-refundable processing fee of Rs. 2,000/- (Rupees two thousand only) by way of a crossed demand draft favouring “Industrial Investment Bank of India Limited” payable at Kolkata. A copy of the receipt evidencing payment of the processing fees shall be enclosed with the Bid documents in the manner prescribed in section 10.4.3 below. In case the Tender Document has been downloaded from the websites the fee would be payable at the time of submission of bid in the manner prescribed in section 10.4.3 below.
- 5.6 In case of any doubt regarding the TDRE, the decision of IIBI shall be final.
- 5.7 All the assets offered are on “AS IS WHERE IS, WHAT IS WHERE IS” basis.

5.8 For further details, the interested parties may contact the following:

Dr. Tamal Datta Chaudhuri
Chief General Manager (In-charge)
IIBI Ltd.
19, Netaji Subhas Road
Kolkata – 700 001
Tel: +91-33-24142359/ 24149046
Fax: +91-33-2483 9477

Mr. Deepak Netto
Senior Director
Deloitte Touche Tohmatsu India Pvt. Ltd
4th Floor, Maker Towers “E”
Cuffe Parade
Mumbai - 400 005
Tel: +91-22-6622 0500
Fax: +91-22-6622 0501

6. Eligible Bidders

- 6.1 The offer is open for individuals, government departments, institutions, banks, corporates in the public and private sectors, subject to applicable laws and regulations. No bidder shall be represented by any broker or agent.
- 6.2 Bids cannot be submitted by a Consortium.
- 6.3 The Bidder should submit a Power of Attorney as per the format enclosed at Annexure - C authorizing the signatory of the Bid to commit the Bidder. The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity.

7. Site Visits

- 7.1 It is desirable that each Bidder submits the Bid after visiting the properties and ascertaining for themselves the location, surroundings and any other matter considered relevant to them.
- 7.2 The real estate properties may be inspected according to the following schedule and at the mentioned address:

City	Category	Location	Schedule	
			Day	Time (Hrs)
Kolkata	Residential	58/124, Prince Anwar Shah Road, Kolkata -45 (Behind Dhaka Kali Bari)	May 11– May 16, 2010	11.00 – 16.00
Ahmedabad	Residential	4 th Floor, Flora Fountain, Plot No. 288 & 289, TPS – III/3, Near Mithakhali, 6th Road, Opp. HDFC Bank, Navrangpura, Ahmedabad	May 15, 2010	11.00 – 16.00
-do-	Commercial	Nature View Building, Sub Plot No. 10, Final Plot No. 131, TPS - III, Off Ashram Road, Navrangpura, Ahmedabad	May 16, 2010	11.00 – 16.00

For the purpose of inspection of the aforementioned properties, the Bidder could contact the following persons as below:

Sr.No.	Property Location	Contact Person	Contact No.
1	Kolkata	Mr. Bhushan Ekka Mr. Tuhin Chatterjee Mr. P.K. Roy	033 – 2414 2359 033 – 2230 8058 033 – 2414 9046
2	Ahmedabad	Mr. Dinesh Balebail	022 – 2283 8846

- 7.3 It would be deemed that by submitting the Bid, the Bidder has:
- Made a complete and careful examination of the TDRE
 - Received all relevant information required for submission of the Bid either from IIBI or from his own due diligence
 - Understood that he would have no recourse to IIBI post transfer of ownership rights of the concerned property
- 7.4 The Bidder shall thoroughly satisfy themselves of the nature, conditions and quality of the assets and its physical condition. IIBI gives no guarantee or warranty as to the physical condition of the assets/material or/its quality of its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality/condition/fitness for use will be entertained by IIBI.

8. Data Room Visit

- 8.1 The documents relating to the individual properties would be available for inspection at the respective location on the day of site visit and a complete set of documents relating to all the properties would be available for inspection at the locations mentioned in Section 5.3 from May 11– May 16, 2010 during 11.00 hrs. to 16.00 hrs and as per the date and timing mentioned in Section 7.2.

9. Reserve Price and Earnest Money Deposit

- 9.1 The Reserve Price for sale of IIBI's Real Estate properties has been mentioned in "Annexure-D".
- 9.2 The Bid shall be accompanied by an Earnest Money Deposit ("EMD") as given against each of the assets indicated in "Annexure-D".
- 9.3 In the case of Bids for more than one property, the relevant amount of EMD mentioned against each of the property for which the Bid is being submitted should be aggregated and paid as the EMD in accordance with Clause 9.4 below.
- 9.4 The EMD has to be paid by way of a crossed Demand Draft drawn on any scheduled or nationalized bank in favour of "Industrial Investment Bank of India Limited" and payable at Kolkata. No interest will be payable on the EMD.
- 9.5 EMD received from unsuccessful Bidders would be returned within a period of 60 days from the date of declaration of the Successful Bidder for the concerned property.
- 9.6 The EMD of the Successful Bidder shall be automatically adjusted towards sale consideration. In case the Bid is accepted and the purchaser refuses/fails to make further payment towards the balance sale consideration, the EMD shall be forfeited without prejudice to the rights of IIBI to claim such further damages in this regard without further reference to the Bidder/purchaser.

10. Preparation and Submission of Bid

10.1 Language

The Bid and all related correspondence and documents should be written in the English language.

10.2 Currency

The currency for the purpose of the Bid shall be the Indian Rupee (INR).

10.3 Validity of Bid

Bid shall remain valid for a period of not less than 90 days from the Bid Submission Date. However, IIBI may require the bidders to extend the validity for such period as may be determined by IIBI at its discretion. IIBI reserves the right to reject any Bid which does not meet this requirement.

10.4 Format and Signing of Bid

10.4.1 The Bidder shall prepare one (1) original and one (1) duplicate of the documents comprising the Bid. The Bid format has been provided in Annexure – B. The submitted Bid should necessarily comply with the specified format. In the event composite Bids are being submitted, the individual Bid amounts for the constituent properties (commercial premise/ flats/ parking space, as the case may be) must be separately mentioned as provided in Annexure – B. The Demand Drafts towards the Earnest Money Deposit and towards the non refundable processing fee should be placed in a separate envelope along with the original set of bid documents. In the event of any discrepancy between the original and duplicate bids, the original would be considered for evaluation purpose.

10.4.2 The Bid shall be typed or written in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

10.4.3 Each envelope shall contain

- One sealed envelope superscribed with “Bid Documents” at the top and would contain the following documents in original:
 - Covering letter stating clearly the validity of the Bid as per the format enclosed at Annexure – B
 - Bid in the prescribed format as per the format enclosed at Annexure – B
 - Power of Attorney as per the format enclosed at Annexure - C
 - All Bidders to provide a photocopy of their Income tax PAN Number duly signed by the individual or Power of Attorney holder as the case may be
 - In case of companies, latest audited Balance Sheet and Certificate of Net Worth
 - In case of individuals, copy of latest Income Tax Return
 - **A duplicate set of the above documents**
- Second sealed envelope superscribed with “Earnest Money Deposit” at the top and would contain the following documents:
 - In case the TDRE has been purchased from any of the offices of IIBI, a copy of the receipt evidencing payment of the processing fees/ In case the same has been downloaded from the website, demand draft towards processing fees of Rs. 2,000 (Rupees two thousand only).
 - Demand draft towards the EMD.
- Both the above mentioned envelopes to be put in a main envelope and the main envelope shall clearly bear the following identification:

“Offer for Purchase of Real Estate Properties of IIBI”

“Submitted by

Name, Address and Contact Phone No. and Email ID of the Bidder.

- The envelope shall be addressed to:

ATTN. OF:

Dr Tamal Datta Chaudhuri
Chief General Manager (In-charge)
IIBI Ltd.
19, Netaji Subhas Road
Kolkata – 700 001
Tel: +91-33-2414 2359 / 2414 9046
Fax: +91-33-2483 9477

11. Bid Submission Date and Bid Opening

- 11.1 Bids should be submitted before 16:00 hours on the Bid Submission Date mentioned in the Schedule of Bidding Process, at the addresses provided in Clause 5.3 in the manner and form as detailed in this TDRE. Bids submitted by either facsimile transmission or telex will not be acceptable.
- 11.2 Bidder sending their Bids by mail will do so solely at their own risk and IIBI will not be responsible for any loss in transit or postal delay. Bids would be opened on May 26, 2010 at 11.00 hrs at the IIBI office located at 19, Netaji Subhas Road, Kolkata - 700001 in the presence of bidders or their authorized representatives who choose to be present at the time of bid opening at their own expense.
- 11.3 Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of TDRE will be liable to be rejected.

12. Evaluation of Bids

- 12.1 After opening of Bids, IIBI would carry out the evaluation of the Bids and intends to declare the Successful Bidder(s) on June 25, 2010. In the event of any change in aforesaid date, the same will be notified to the bidders by e-mail.
- 12.2 Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this TDRE will be liable to be rejected.
- 12.3 In the event two or more bids are received at the highest bid amount for a particular property (with the same amount), the concerned bidders would be invited for negotiations and the bidder who offers the highest bid post negotiations would be declared as the Successful Bidder.

13. Payment Schedule

- 13.1 80% of the sale consideration (including the EMD) shall be deposited with IIBI on July 02, 2010. In the event of any change in aforesaid date, the same will be notified to the Successful Bidder(s) by e-mail.
- 13.2 The balance amount i.e., 20% of the sale consideration is to be paid at the time of completion of finalisation of the legal formalities but before the execution of documents for effecting transfer of ownership. The Conveyance Deed shall be executed only after the balance 20% sale consideration amount is credited into IIBI's account.
- 13.3 All taxes/duties/levies, etc. and expenses, if any as applicable and related to the sale of the assets on offer, shall be entirely paid by the purchaser/Successful Bidder(s).

14. Default in Payment by the Successful Bidder

- 14.1 In case the sale consideration is not paid as specified in Section 13 by the Successful Bidder(s), the sale of the assets to the concerned Successful Bidder(s) would stand cancelled and the Earnest Money Deposit and subsequent payment made if any by the Successful Bidder(s) will automatically stand forfeited.

15. Force Majeure

- 15.1 IIBI shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of IIBI to extend the time of performance on the part of IIBI by such period as may be necessary to enable IIBI to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

16. Governing Law/Jurisdiction

- 16.1 This transaction shall be governed by the laws of India and all disputes arising out of the process shall be subject to the exclusive jurisdiction of the courts at Kolkata, India.

Annexure - A

Letter of Bid and Intent

(Letter head of the Bidder including full Postal Address, Telephone No., Fax No. and Email ID) (as applicable)

Date:

To,
IIBI Ltd,
19, Netaji Subhas Road,
Kolkata- 700 001

Kind Attn: Dr. Tamal Datta Chaudhuri

Subject: Bid for purchase of Real Estate Properties of IIBI

Sir,

1. Being duly authorized to represent and act for and on behalf of _____(herein the Bidder), and having studied and fully understood all the information provided in the TDRE, the undersigned hereby apply as a Bidder for the purchase of Real Estate Properties of IIBI according to the terms and conditions of the offer made by IIBI.
2. Bids are given in Annexure B, duly filled and signed on each page. The same together with Demand Draft towards earnest money deposit are enclosed in a sealed envelope marked "**Bid for Purchase of Real Estate Properties of IIBI**".
3. IIBI is hereby authorized to conduct any inquiries/ investigation to verify the statements, documents and information submitted in connection with the Bid
4. IIBI and its authorized representatives may contact the following persons for any further information:-

Name of the Person/s:

Address

Phone No

Fax No. :

5. This Bid is made with full understanding that:
 - a. IIBI reserves the right to reject or accept any Bid, modify/ cancel the bidding process, and/or reject all or any of the Bids.
 - b. IIBI shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

c. The ultimate buyer/ beneficiary is _____ (*fill in the name of the ultimate beneficiary*)

6. I, the undersigned declare the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect.
7. I have read the terms and conditions of the offer detailed in TDRE and are willing to abide by them unconditionally.
8. The offer made by us is valid for 90 days from the Bid Submission Date. We understand that IIBI may require us to extend the validity of the bid for such period as may be determined by IIBI at its discretion.

Name_____

For and on behalf of

(Name of Bidder)

Enclosures:-

- a. Bid Details – Annexure – B
- b. Demand Draft for Earnest Money Deposit
- c. Demand Draft for processing fees/ receipt of processing fees if already paid

Annexure – B

Bid Details

1. Particulars of the Bidder

- a. Name
- b. Country of Incorporation/Nationality (as applicable)
- c. Address of the corporate headquarters and its branch office(s), if any, in India (as applicable)
- d. Date of incorporations and/or commencement of business (as applicable)
- e. In case of companies the following documents are to be provided:
 - i. Latest audited Balance Sheet
 - ii. Certificate of net-worth
 - iii. Copy of Permanent Account Number
- f. In case of individuals the following documents are to be provided:
 - i. Copy of latest Income Tax return
 - ii. Copy of Permanent Account Number

2. Details of Authorised Signatory of the Bidder

- a. Name
- b. Designation (as applicable)
- c. Address
- d. Telephone No.
- e. Email Address.
- f. Fax No

3. Particulars of Bid

The Bid amount offered for the property(ies) is as under:

S. No	Particulars of Property (Location and full Address)	Flat No/ Office No/ Parking space	Block No.	Built-up Area (sq.ft)	Specified EMD (Rs.)	Bid Amount (Rs.)
1						
2						
3						
	Total					

Note: please add rows as may be required depending on the number of properties bid for.

We have enclosed the EMD for Rs..... (Rupees.....) as computed in the table above as specified in the TDRE.

The aggregate Bid amount offered is Rs._____ (Rupees.....) for the abovementioned property(ies)

We further acknowledge and agree that: -

- i. In case our offer is accepted and if we fail to pay the amount in the manner specified by IIBI, the amount of Earnest Money and any further instalments paid by us under this offer shall stand absolutely forfeited by IIBI.
- ii. This offer is valid for a period of 90 days from the Bid Submission Date or such extended date as may be determined by IIBI.
- iii. I/We have read and understood the terms and conditions of the TDRE and hereby unequivocally and unconditionally accept the same.
- iv. The decision of IIBI concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for IIBI to reject our Bid and/or to cancel the award of sale.

Signature of the Bidder

Full Name

Designation (as applicable)

Name of the Company (as applicable)

Address

Date

Annexure - C

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (name and address of residence) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the purchase of Real Estate Properties of IIBI, including signing and submission of all documents and providing information / responses to IIBI, representing us in all matters before IIBI, and generally dealing with IIBI in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

..... (Signature)

(Name Title and Address of the Attorney)

Annexure - D

Details of Real Estate Properties

Sr. No.	City	Category	Location	Flat No/ Office No/ Parking space	Block No	Area (sq ft)	Reserve Price (in Rs.)	Earnest Money Deposit (EMD) (in Rs.)
1	Kolkata	Flat	58/124, Prince Anwar Shah Road, Kolkata -45	F-1	N.A	780*	15,00,000	3,75,000
2		"	-do-	F-2	N.A	730*	14,00,000	3,50,000
3		"	-do-	F-3	N.A	730*	14,00,000	3,50,000
4		"	-do-	F-4	N.A	910*	17,50,000	4,37,500
5		"	-do-	F-5	N.A	750*	14,50,000	3,62,500
6		"	-do-	F-6	N.A	860*	16,00,000	4,00,000
7		"	-do-	F-7	N.A	[480*+(229Open Terrace, Built up)]	11,50,000	2,87,500
8		"	-do-	F-8	N.A	[580*+(186Open Terrace, Built up)]	13,00,000	3,25,000
9		Garage	-do-	Garage	N.A	727 (Built-up)	14,50,000	3,62,500

Sr. No.	City	Category	Location	Flat No/ Office No/ Parking space	Block No	Area (sq ft)	Reserve Price (in Rs.)	Earnest Money Deposit (EMD) (in Rs.)
17	Ahmedabad	Flat	4th Floor, Flora Fountain, Plot No. 288 & 289, TPS – III/3, Near Mithakhali, 6th Road, Opp. HDFC Bank, Navarangpura, Ahmedabad -380009	4		1,125	27,00,000	6,75,000
18	Ahmedabad	Office	Nature View Building, Sub Plot No. 10, Final Plot No. 131,TPS - III, Off Ashram Road, Navrangpura, Ahmedabad – 380 009	5th floor		3,342	1,17,00,000	29,25,000