

TERMS & CONDITIONS OF ONLINE E-AUCTION SALE:- 1. The Property is being sold on "As is Where is", "As is What is", "Whatever there is" and "Without Recourse" basis. As such sale is without any kind of warranties & indemnities. **2.** Particulars of the property/assets (viz. extent & measurements specified in the E-Auction Sale Notice has been stated to the best of the information of the Secured Creditor and Secured Creditor shall not be answerable for any error, mis-statement or omission. Actual extent & dimensions may differ. **3.** E-Auction Sale Notice issued by the Secured Creditor is an invitation to the general public to submit their bids and the same does not constitute and will not be deemed to constitute any commitment or any representation on the part of the Secured Creditor. Interested bidders are advised to peruse the title deeds with the Secured Creditor and to conduct own independent enquiries/due diligence about the title & present condition of the property/assets and claims/dues affecting the property before submission of bids. **4.** Auction/bidding shall only be through "online electronic mode" through the website: auction@hindujahousingfinance.com and www.bankeauctions.com Or Auction provided by the service provider **C1 India Pvt. Ltd.** who shall arrange & coordinate the entire process of auction through the e-auction platform. **5.** The bidders may participate in e-auction for bidding from their place of choice. Internet connectivity shall have to be ensured by bidder himself. Secured Creditor/service provider shall not be held responsible for the internet connectivity, network problems, own system crash, power failure etc. **6.** For details, help, procedure and online bidding on e-auction prospective bidders may **Contact the Service Provider M/s. C1India Pvt Ltd Head Office: Plot No. 68, 3rd Floor, Sector-44, Haryana, Gurugram-122003; Contact Person : Mr. Bhavik Pandya; Mobile Number: +91-8866682937; Email: Maharashtra@c1india.com / support@bankeauctions.com; E-Auction Website : www.bankeauctions.com;** **7.** For participating in the e-auction sale the intending bidders should register their name at www.bankeauctions.com and auction@hindujahousingfinance.com well in advance and shall get the user id and password. Intending bidders are advised to change only the password immediately upon receiving it from the service provider. **8.** For participating in e-auction, intending bidders have to deposit a refundable Earnest Money Deposit (EMD) i.e. 10% OF RESERVE PRICE (as mentioned above) shall be payable by interested bidders through Demand Draft/NEFT/RTGS in favor of "Hinduja Housing Finance Limited. **9.** The intending bidders should submit the duly filled in Bid Form (format available on <https://sarfaesi.auctiontiger.net/> and auction@hindujahousingfinance.com along with the Demand Draft remittance towards EMD in a sealed cover addressed to the Authorized Officer at Hinduja Housing Finance Limited, at Branch Office No. 02, First Floor, C-wing, Raj Hills, Building No. 2, Dattapada Road, Borivali East, Mumbai-400066 **10.** The sealed cover should be super scribed with "Bid for participating in E-Auction Sale in the Loan Account Number (as mentioned above) for the property (as mentioned above). After expiry of the last date of submission of bids with EMD, Authorized Officer shall examine the bids received by him and confirm the details of the qualified bidders (who have quoted their bids over and above the reserve price and paid the specified EMD with the Secured Creditor) to the service provider M/s e-Procurement Technologies Pvt. Ltd. to enable them to allow only those bidders to participate in the online inter-se bidding/auction proceedings at the date and time mentioned in E-Auction Sale Notice. **11.** Inter-se bidding among the qualified bidders shall start from the highest bid quoted by the qualified bidders. During the process of inter-se bidding, there will be unlimited extension of "10" minutes each, i.e. the end time of e-auction shall be automatically extended by 10 Minutes each time if bid is made within 10 minutes from the last extension. **12.** Bids once made shall not be cancelled or withdrawn. All bids made from the user id given to bidder will be deemed to have been made by him alone. **13.** Immediately upon closure of E-Auction proceedings, the highest bidder shall confirm the final amount of bid quoted by him by E-Mail both to the Authorized Officer on his mail id auction@hindujahousingfinance.com and the Service Provider for getting declared as successful bidder in the E-Auction Sale proceedings. **14.** The successful bidder shall immediately i.e. on the same day or not later than next working day, as the case may be, pay a deposit of twenty five per cent, of the amount of the sale price, which is inclusive of earnest money deposited, if any, to the Authorized Officer conducting the sale. The balance amount of purchase price payable shall be on or before fifteenth day of confirmation of sale of the immovable property. **15.** In case of default in payment of above stipulated amounts by the successful bidder/auction purchaser within the stipulated time, the sale will be cancelled and the amount already paid (including EMD) will be forfeited and the property will be again put to sale. **16.** At the request of the successful bidder, the Authorised Officer in his absolute discretion may grant further time in writing, for depositing the balance of the bid amount. **17.** The Successful Bidder shall pay applicable TDS (out of Sale proceeds) and submit TDS certificate to the Authorised officer. **18.** Municipal/Panchayat Taxes, Electricity dues (if any) and any other authorities dues (if any) has to be paid by the successful bidder before issuance of the sale certificate. Bids shall be made taking into consideration of all the statutory dues pertaining to the property. **19.** Sale Certificate will be issued by the Authorised Officer in favour of the successful bidder only upon deposit of entire purchase price/bid amount and furnishing the necessary proof in respect of payment of all taxes/charges. **20.** Applicable legal charges for conveyance, stamp duty, registration charges and other incidental charges shall be borne by the auction purchaser. **21.** The Authorized officer may postpone/cancel the E-Auction Sale proceedings without assigning any reason whatsoever. In case the EAuction Sale scheduled is postponed to a later date before 30 days from the scheduled date of sale, it will be displayed on the website of the service provider. **22.** The decision of the Authorized Officer is final, binding and unquestionable. **23.** All bidders who submitted the bids, shall be deemed to have read and understood the terms and conditions of the E-Auction Sale and be bound by them. **24.** For further details and queries, **contact Authorised Officer, Hinduja Housing Finance Limited: Mr. Sachin Bhaleker (Mob. No. 8779984037) and Mr. Ritesh Gawai (Mob. No. 9011858221) Mr. Amol Wakode Mob. No.8169767613, Mr. Chetan Mendadkar Mob. No. 9664772980, Mr. Sachin Satpute Mob. No. 9004894382".** **25.** This is also 30 (Thirty) days' notice to the Borrower/Mortgagor/Guarantors of the above said loan account pursuant to rule 8(6) of Security Interest (Enforcement) Rules 2002, about holding of auction sale on the above-mentioned date/place.