

SPECIAL TERMS AND CONDITIONS FOR AUTHORIZED VEHICLE DEALERS

The following special Terms and Conditions shall apply where the Bank permits a registered **Authorized Vehicle Dealer** to participate in the e-auction and purchase the vehicle for the purpose of subsequent resale:

1. Participation by Authorized Vehicle Dealer

The Bank may permit registered and eligible vehicle dealers to participate in the e-auction and purchase the vehicle in their own name for the purpose of resale, subject to the Terms and Conditions prescribed by the Bank and applicable laws.

2. Registration and KYC of Authorized Vehicle Dealer

The Authorized Vehicle Dealer shall, before participating in the e-auction, submit valid **PAN, GST Registration Certificate, wherever applicable, business registration/proof, address proof, bank account details, KYC documents** and such other documents as may be required by the Bank.

The Bank shall have the right to verify the documents and credentials submitted by the Authorized Vehicle Dealer.

3. Purchase in Dealer's Name

The successful Authorized Vehicle Dealer shall be treated as the **Auction Purchaser** and shall be solely responsible for payment of the entire sale consideration and compliance with all the Terms and Conditions of the e-auction.

The Auction Purchaser shall not claim that he/she is purchasing the vehicle on behalf of the Bank or as an agent, representative or employee of the Bank.

4. Permission for Subsequent Resale

The Bank expressly permits the successful Authorized Vehicle Dealer to **resell the vehicle to any third party after completion of the Bank's sale formalities**, subject to applicable laws, RTO requirements and all applicable statutory compliances.

5. Subsequent Sale to be an Independent Transaction

Any subsequent sale, resale, transfer, delivery or disposal of the vehicle by the Auction Purchaser/Authorized Vehicle Dealer to any third party shall constitute a **separate and independent transaction exclusively between the Auction Purchaser/Authorized Vehicle Dealer and such third party**.

The Bank shall have no contractual, financial or other liability in respect of such subsequent transaction, except to the extent any liability cannot lawfully be excluded.

6. Bank's Relationship Limited to Auction Purchaser

The Bank's contractual and financial relationship in respect of the e-auction and sale of the vehicle shall be limited to the **successful Auction Purchaser/Authorized Vehicle Dealer**.

The Bank shall have no obligation to identify, approve, deal with or provide any warranty, guarantee, representation or assurance to any subsequent purchaser of the vehicle.

7. Sale Documents and Delivery

The Bank shall issue the sale confirmation/sale certificate and hand over such vehicle-related documents as are available with the Bank and applicable for the sale, subject to:

- a. receipt of the entire sale consideration;
- b. completion of all prescribed formalities; and
- c. compliance with the applicable statutory and regulatory requirements.

8. Responsibility Towards Subsequent Purchaser

The Auction Purchaser/Authorized Vehicle Dealer shall be solely responsible for all dealings with the subsequent purchaser relating to:

- sale price;
- condition of the vehicle;
- warranty, if any;
- repairs and maintenance;
- transfer of ownership;
- registration;
- insurance;
- taxes;
- challans and penalties; and
- all other matters relating to the subsequent sale.

9. No Warranty or Representation by Bank

The Bank shall not be deemed to have provided any warranty, guarantee, representation or assurance to any subsequent purchaser in respect of the vehicle or the subsequent sale.

The vehicle shall be sold on an **“AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS” and “WITHOUT RECOURSE”** basis, as specified in the principal auction Terms and Conditions.

10. RTO and Statutory Compliance

The Auction Purchaser/Authorized Vehicle Dealer shall be solely responsible for compliance with all applicable **RTO/Transport Authority requirements**, including transfer of ownership,

registration, road tax, insurance, fitness certificate, permit, challans, penalties and other statutory requirements.

11. No Direct Contractual Claim Arising from Subsequent Sale

No subsequent purchaser shall acquire any contractual right against the Bank merely by reason of the vehicle having originally been purchased by the Auction Purchaser/Authorized Vehicle Dealer from the Bank.

Any dispute arising from or relating to the subsequent sale shall be dealt with exclusively between the Auction Purchaser/Authorized Vehicle Dealer and the subsequent purchaser.

12. Indemnity by Auction Purchaser/Authorized Vehicle Dealer

The Auction Purchaser/Authorized Vehicle Dealer hereby agrees to **indemnify and keep indemnified** the Bank, its Board of Directors, Managing Director & Chief Executive Officer, officers, employees, representatives and authorized agents against any and all claims, demands, actions, proceedings, losses, damages, liabilities, penalties, costs and expenses, including reasonable legal expenses, arising out of or in connection with:

- a. the subsequent sale, resale, transfer, delivery or disposal of the vehicle;
- b. any representation, warranty or assurance made by the Auction Purchaser/Authorized Vehicle Dealer to any third party;
- c. any dispute between the Auction Purchaser/Authorized Vehicle Dealer and the subsequent purchaser; or
- d. any breach by the Auction Purchaser/Authorized Vehicle Dealer of the applicable laws, statutory requirements or these Terms and Conditions.

13. No Assignment Before Completion of Bank's Sale

The Auction Purchaser/Authorized Vehicle Dealer shall not assign, transfer or otherwise create any third-party right in respect of the vehicle or the auction purchase rights before payment of the **entire sale consideration and confirmation/completion of the sale by the Bank**.

Any subsequent resale shall be undertaken only after completion of the Bank's sale formalities.

14. Taxes and Statutory Compliance

The Auction Purchaser/Authorized Vehicle Dealer shall be solely responsible for compliance with all applicable **GST, income-tax, TCS, RTO, Motor Vehicles Act and other statutory and regulatory requirements** arising from the purchase, possession and subsequent resale of the vehicle.

15. Commission / Margin / Profit

The Bank shall have no concern with or claim over any **commission, brokerage, margin or profit** earned by the Auction Purchaser/Authorized Vehicle Dealer from the subsequent resale of the vehicle.

The Bank shall also have no liability for any loss incurred by the Auction Purchaser/Authorized Vehicle Dealer on account of the subsequent resale.

16. No Representation on Behalf of Bank

The Auction Purchaser/Authorized Vehicle Dealer shall not represent, state, imply or hold out to any third party that the Bank has given or provided any **warranty, guarantee, representation, assurance or approval** regarding the condition, performance, quality, fitness, value or subsequent sale of the vehicle.

The Auction Purchaser/Authorized Vehicle Dealer shall not use the name, logo, letterhead or other identity of the Bank for promoting or effecting the subsequent sale.

17. Finality of Bank's Sale

The Bank shall be deemed to have sold the vehicle **only to the successful Auction Purchaser/Authorized Vehicle Dealer whose bid has been accepted by the Bank and from whom the entire sale consideration has been received.**

Any subsequent sale, resale, transfer or delivery of the vehicle by such Auction Purchaser/Authorized Vehicle Dealer to any third party shall be an independent transaction between them, and the Bank shall have no contractual, financial or legal responsibility in respect thereof, except to the extent any liability cannot lawfully be excluded.

18. Indemnity-cum-Undertaking

The successful Auction Purchaser/Authorized Vehicle Dealer shall, **before taking delivery of the vehicle**, execute a separate **Indemnity-cum-Undertaking** in the form prescribed/approved by the Bank.

Such Indemnity-cum-Undertaking shall confirm, inter alia, that the Auction Purchaser/Authorized Vehicle Dealer:

- a. has accepted the vehicle on the prescribed auction terms;
- b. has conducted his/her own due diligence and inspection;
- c. shall be solely responsible for any subsequent resale;
- d. shall comply with all applicable statutory requirements; and

e. shall indemnify and keep indemnified the Bank against claims, losses, liabilities, costs and expenses arising out of the subsequent resale or transfer of the vehicle.

19. Bank's Right to Verify and Refuse Dealer Participation

The Bank reserves the right, subject to applicable law, to permit, restrict or refuse participation of any dealer in the e-auction.

The Bank may require additional documents, declarations, undertakings, KYC documents or other information from any dealer before permitting or confirming his/her participation or purchase.

The Bank shall also have the right to reject or cancel the participation of any dealer who submits false, incomplete or misleading information or fails to comply with the prescribed Terms and Conditions.

20. No Agency Relationship

Participation of an Authorized Vehicle Dealer in the Bank's e-auction shall not create or be construed as creating any agency, partnership, employment, joint venture or representative relationship between the Dealer and the Bank.

The Dealer shall participate solely in the capacity of an independent Auction Purchaser/Authorized Vehicle Dealer.

21. Continuing Effect of Indemnity

The obligations, undertakings and indemnities provided by the Auction Purchaser/Authorized Vehicle Dealer under these Terms and Conditions and the separate Indemnity-cum-Undertaking shall survive completion of the auction, payment of the sale consideration and delivery of the vehicle and shall continue to apply to claims or liabilities arising from the subsequent resale or transfer of the vehicle.

22. Compliance with Principal Auction Terms

Except to the extent specifically modified by these Special Terms and Conditions, the Authorized Vehicle Dealer shall remain bound by all other Terms and Conditions contained in the principal e-auction notice and applicable auction rules.

In the event of any inconsistency, the specific terms applicable to Authorized Vehicle Dealers shall prevail only to the extent of such inconsistency.

INDEMNITY-CUM-UNDERTAKING

To,
The Managing Director & Chief Executive Officer
Dombivli Nagari Sahakari Bank Ltd.
Dombivli, Maharashtra

Subject: Indemnity-cum-Undertaking in respect of purchase and subsequent resale of vehicle purchased through e-Auction

I/We, _____,
having address at _____,
PAN: _____, GSTIN: _____,
Mobile No.: _____,

hereinafter referred to as the **"Auction Purchaser/Authorized Dealer"**, hereby solemnly affirm, undertake and agree as under:

1. Purchase through e-Auction

I/We have participated in the e-Auction conducted by Dombivli Nagari Sahakari Bank Ltd. ("the Bank") for the sale of the vehicle described below:

Vehicle No.: _____
Make/Model: _____
Chassis No.: _____
Engine No.: _____
Auction Date: _____
Auction Purchase Price: ₹ _____

I/We confirm that the vehicle is being purchased by me/us in my/our capacity as an **Auction Purchaser/Authorized Vehicle Dealer**.

2. Inspection and Due Diligence

I/We confirm that I/we have inspected the vehicle and have independently satisfied myself/ourselves regarding its physical, mechanical, electrical and other condition, documents, registration particulars, insurance, fitness, roadworthiness, accessories, mileage, defects, damages and other relevant matters.

I/We acknowledge that the vehicle is purchased on an **“AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS” and “WITHOUT RECOURSE”** basis and that the Bank has not given any warranty or guarantee regarding the condition, quality, performance, roadworthiness, mileage or future usability of the vehicle.

3. Subsequent Resale

I/We understand and acknowledge that, after completion of the Bank's sale formalities and payment of the entire sale consideration, I/we may sell/resell the vehicle to any third party, subject to applicable law and statutory requirements.

Such subsequent sale/resale shall be an **independent transaction exclusively between me/us and the subsequent purchaser.**

4. No Liability of the Bank for Subsequent Sale

I/We expressly undertake that the Bank shall have **no responsibility, liability or obligation whatsoever** in relation to any subsequent sale, resale, transfer, delivery, price, warranty, representation, defect, repair, insurance, tax, RTO transfer or any dispute arising between me/us and the subsequent purchaser.

5. No Representation on behalf of Bank

I/We shall not represent, state, imply or hold out to any third party that:

- a. the Bank has provided any warranty or guarantee regarding the vehicle;
- b. the Bank has guaranteed the condition or performance of the vehicle;
- c. the Bank has approved or guaranteed the subsequent sale; or
- d. the subsequent purchaser has any direct contractual right against the Bank.

6. RTO and Statutory Compliance

I/We shall be solely responsible for complying with all applicable requirements relating to:

- RTO/transport authority;
- transfer of ownership;
- registration;
- road tax;
- insurance;
- fitness certificate;
- permit, wherever applicable;
- challans and penalties;
- GST/TCS and other applicable taxes; and
- all other statutory and regulatory requirements.

7. Responsibility towards Subsequent Purchaser

I/We shall be solely responsible for making all appropriate disclosures to the subsequent purchaser regarding the vehicle and its condition and for executing all documents relating to the subsequent sale.

Any claim, dispute or proceeding raised by the subsequent purchaser against me/us shall be dealt with and resolved solely by me/us.

8. Indemnity

I/We hereby **indemnify and keep indemnified** the Bank, its Board of Directors, Managing Director & Chief Executive Officer, officers, employees, representatives and agents against any and all:

- claims;
- demands;
- losses;
- damages;
- liabilities;
- penalties;
- proceedings;
- litigation;
- costs;
- charges; and
- expenses, including reasonable legal expenses,

arising out of or in connection with the subsequent sale, resale, transfer, delivery or disposal of the vehicle by me/us to any third party.

9. Claims by Subsequent Purchaser

In the event any subsequent purchaser raises any claim, demand, complaint, legal proceeding or other action against the Bank in relation to the vehicle or the subsequent sale, I/we shall, to the extent legally permissible, **defend, settle and/or resolve such claim at my/our own cost and shall indemnify the Bank against all resulting loss, liability, cost and expense.**

10. No Claim against Bank

I/We shall not raise any claim against the Bank in respect of any defect, damage, depreciation, mechanical problem, shortage, discrepancy, repair requirement, registration issue or any other matter relating to the vehicle after completion of the Bank's sale in accordance with the auction terms.

11. No Assignment before Completion of Sale

I/We shall not assign, transfer or otherwise create any third-party right in the vehicle or in my/our rights under the auction before:

- a. payment of the entire sale consideration; and
- b. confirmation/completion of the sale by the Bank.

12. Independent Business Risk

I/We acknowledge that any profit, margin, commission or loss arising from the subsequent resale of the vehicle shall be entirely for my/our account and that the Bank shall have no interest, claim or liability in respect thereof.

13. Compliance with Law

I/We undertake to comply with all applicable laws, rules, regulations and statutory requirements relating to the purchase, possession, use and subsequent sale/transfer of the vehicle.

14. Continuing Obligation

The obligations and indemnities contained herein shall survive the completion of the auction sale and delivery of the vehicle and shall remain effective in respect of any claim or liability arising from the subsequent resale or transfer of the vehicle.

15. Final and Binding Undertaking

I/We confirm that this Indemnity-cum-Undertaking is being given voluntarily and shall be **binding upon me/us, my/our legal heirs, successors, representatives and permitted assigns**, as applicable.

I/We further confirm that I/we have read and understood the terms of this Indemnity-cum-Undertaking and agree to comply with the same without any reservation.

Place: _____

Date: _____

For the Auction Purchaser / Authorized Dealer

Name: _____

Constitution: Proprietorship / Partnership / Company / Other

Address: _____

PAN: _____

GSTIN: _____

Mobile: _____

Signature: _____

Name & Designation: _____

Seal/Stamp: _____

Witnesses

1. Name: _____

Address: _____

Signature: _____

2. Name: _____

Address: _____

Signature: _____