

TERMS AND CONDITIONS OF E-AUCTION SALE

1. Registration and Submission of Bid:

Interested bidders shall register themselves on the e-auction portal <https://www.bankeauctions.com> and submit their online bids after completing the registration process. The Earnest Money Deposit (EMD) shall be remitted through RTGS/NEFT on or before 25/11/2026 before 4.00 p.m. (**details of RTGS/NEFT, IFSC CODE: UTIB0000125, Title of the Account:- DOMBIVLI NAGARI SAHAKARI BANK LTD, Account No.:-125010200011149, Name of the Bank:- AXIS BANK, Branch:- STATION ROAD, DOMBIVLI**). The duly completed online Bid Form shall be submitted within the stipulated time, and no bid received after the prescribed deadline shall be entertained.

2. Reserve Price:

No bid below the Reserve Price shall be entertained. The sale shall be conducted through an online e-auction process, and the highest valid bid, subject to confirmation by the Authorized Officer, shall be considered for sale.

3. Inspection of Property and Machineries:

Intending bidders are advised to inspect the Machineries & property before participating in the auction on the date and time specified in the Sale Notice or on such other date as may be permitted by the Authorized Officer upon prior request.

4. Independent Due Diligence:

Before submitting their bids, intending bidders shall independently verify and satisfy themselves regarding the title of the property, survey numbers, area and measurements, boundaries, access, encroachments, Government and revenue records, zoning, reservations, NA status, development potential, statutory permissions, easements, tenancy rights, Government claims, acquisition proceedings and all other legal and physical aspects of the property. The Bank shall not be responsible for any discrepancy discovered before or after the sale.

5. Variation in Area:

If any variation exists between the area mentioned in the Sale Notice, title documents, mortgage documents, revenue records and the actual physical area, the Bank shall not be liable or responsible for the same. No claim for reduction in sale consideration, compensation or cancellation of sale shall be entertained on this ground.

6. Inspection of Title Documents:

The title deeds and other relevant documents relating to the secured asset, as available in the records of the Bank, shall be made available for inspection by intending bidders during office hours upon prior request. However, the Bank does not make or give any representation or warranty regarding the authenticity, accuracy, completeness, validity, enforceability or marketability of such documents or the title of the property except to the extent of the records available with the Bank. Intending bidders are advised to undertake their own independent verification and obtain legal or professional advice before submitting their bids. Submission of a bid shall be deemed to constitute confirmation that such due diligence has been completed.

7. Nature of Sale:

The secured asset shall be sold strictly on "**AS IS WHERE IS**", "**AS IS WHAT IS**", "**WHATEVER THERE IS**" and "**WITHOUT RECOURSE BASIS**". The Bank shall not be responsible for the physical condition of the property, measurement, boundary disputes, encroachments, access road, right of way, usability, development potential, marketability, statutory approvals or any latent or patent defects.

8. Machineries

Sr. No. 1 being the Machineries more particularly described in Annexure-I annexed hereto and forming an integral part of these Terms & Conditions.

9. Government Dues and Other Liabilities

All statutory dues, Government dues, land revenue, property tax, NA tax, development charges, electricity charges, water charges, cess, maintenance charges, GST (where applicable), stamp duty, registration charges, transfer charges and all other present or future liabilities relating to the property shall be borne exclusively by the successful bidder. The Bank does not undertake that the property is free from any dues, claims or encumbrances.

10. Auction Process:

The auction shall **commence from the Reserve Price declared by the Authorized Officer. Thereafter, the minimum bid increment shall be ₹1.00 lakh for the property.**

11. Payment of Sale Consideration:

The successful bidder shall deposit 25% of the sale price, inclusive of the EMD, immediately on the date of auction or not later than 5.00 p.m. of the next working day. The balance 75% shall be paid within the period prescribed under the applicable Rules or within such extended period as may be permitted. Failure to comply shall result in forfeiture of the EMD and all amounts deposited, without prejudice to the Bank's other rights.

12. Tax Deduction at Source (TDS):

Where applicable under the Income-tax Act, 1961, the successful purchaser shall deduct 1% TDS of the sale consideration, deposit the same with the Income Tax Department within the prescribed time and submit Form No. 26QB together with proof of payment to the Bank.

13. No Withdrawal of Bid:

Once submitted, a bid shall be irrevocable and cannot be withdrawn. If the bidder fails to complete the purchase after being declared the successful bidder, the EMD and all deposits shall stand forfeited.

14. Revenue Records and Statutory Permissions:

The successful purchaser shall, at his/her/their own cost and responsibility, obtain mutation entries, demarcation, measurement, revenue record corrections, conversion permissions, development permissions and all other statutory approvals required under applicable laws.

15. Possession:

Upon receipt of the entire sale consideration and compliance with the applicable statutory provisions, the Authorized Officer shall hand over possession of the secured asset, whether symbolic or physical, as available, in accordance with the provisions of the SARFAESI Act, 2002 and the Security Interest (Enforcement) Rules, 2002.

16. Development and Use:

The Bank does not guarantee that the property is suitable for construction, industrial, commercial, residential or any other development. The successful purchaser shall independently verify zoning regulations, reservations, development control regulations, environmental restrictions, FSI, NA status and all applicable laws before undertaking any development.

17. Expenses:

All expenses relating to stamp duty, registration charges, transfer charges, advocate's fees, documentation charges and any other incidental expenses shall be borne exclusively by the successful purchaser.

18. Right of the Authorized Officer:

The Authorized Officer reserves the absolute right to accept or reject any bid, postpone, adjourn, cancel or withdraw the auction, or modify the terms and conditions of sale without assigning any reason and without incurring any liability whatsoever.

19. Binding Nature:

Participation in the e-auction shall be deemed to constitute unconditional acceptance of all the terms and conditions contained herein. Every bidder shall be deemed to have read, understood and accepted these terms before submitting the bid.

20. Bidding:

The bidders may participate individually or jointly. In the case of joint bidders, all rights and liabilities arising from the auction shall be joint and several.

21. Jurisdiction:

Any dispute arising out of or relating to the e-auction, sale process or interpretation of these terms and conditions shall be subject to the exclusive jurisdiction of the competent Courts or Tribunals having jurisdiction in accordance with the provisions of the SARFAESI Act, 2002 and other applicable laws.

22. No Oral Representation or Assurance:

No oral statement, clarification, information, assurance, undertaking or representation made by the Bank, the Authorized Officer or any officer, employee, agent or representative acting on behalf of the Bank, either prior to or during the e-auction process, shall be binding upon the Bank. The Sale Notice, these Terms and Conditions of E-Auction and any written communication officially issued by the Bank alone shall constitute the final and binding terms governing the sale. Intending bidders shall not rely upon any oral communication or representation while participating in the e-auction.

23. Compliance with Applicable Laws:

Upon confirmation of the sale and delivery of possession of the property, the successful purchaser shall, at his/her/their own cost, risk and responsibility, comply with all applicable Central, State and Local laws, statutes, rules, regulations, notifications, Government orders, by-laws, permissions, approvals and statutory requirements. Any liability, tax, cess, fee, charge, penalty or expense arising therefrom shall be borne exclusively by the successful purchaser. The Bank, the Secured Creditor and the Authorized Officer shall not be responsible for obtaining any permission, approval or clearance after the sale.

24. Disclaimer:

The information contained in the Sale Notice has been prepared on the basis of records available with the Bank. Neither the Bank nor the Authorized Officer makes any representation or warranty, express or implied, regarding the title, area, measurements, boundaries, encumbrances, access, marketability, legality, physical condition or suitability of the property for any purpose. Intending purchasers shall satisfy themselves by conducting their own independent investigation, verification and due diligence before submitting their bids. No claim, demand or dispute shall lie against the Bank or the Authorized Officer after confirmation of the sale on any of the aforesaid grounds.

ADDITIONAL TERMS AND CONDITIONS OF E-AUCTION SALE

(MOVABLE ASSETS)

1. Compliance with Applicable Laws

The successful bidder shall, at his/her/its own cost, risk and responsibility, comply with all applicable Central, State and Local laws, rules and regulations relating to dismantling, handling, loading, transportation and disposal of the machinery. All necessary permits and approvals shall be obtained by the purchaser. The Bank shall not be responsible for any non-compliance.

2. Dismantling, Loading and Transportation

The Bank shall not undertake dismantling, loading or transportation of the machinery. The same shall be carried out by the successful bidder at his/her/its own cost, risk and responsibility. The bidder shall ensure safe removal without causing any damage to premises or third-party property.

3. Inspection of Machinery

The intending bidder shall inspect the machinery and satisfy himself/herself/itself regarding its condition, quantity and suitability before bidding. Submission of bid shall be deemed acceptance of the condition of the machinery.

4. Condition of Machinery

The machinery is sold on "As is where is", "As is what is", "Whatever there is" and "Without Recourse" basis. The Bank does not provide any warranty or guarantee regarding condition, quality, functionality or fitness.

5. Working Condition / No Guarantee

The Bank does not warrant that the machinery is in working condition or operable. No claim for repair, replacement, price reduction or cancellation of sale shall be entertained.

6. Hidden Defects

The Bank shall not be responsible for any latent or patent defects, breakdown, wear and tear or technical issues in the machinery, whether discovered before or after delivery.

7. Indemnity

The successful bidder shall indemnify and keep indemnified the Bank and its officers against all claims, damages, losses, costs and expenses arising out of handling, removal, transportation, use or disposal of the machinery.

8. Acceptance of Terms

Participation in the auction shall constitute unconditional acceptance of all terms and conditions. No claim shall be entertained after submission of bid regarding condition or inspection of machinery.

9. No Responsibility of Bank After Delivery

After delivery/handing over, the Bank shall have no responsibility or liability of any kind whatsoever in relation to the machinery.

11. Quantity & Specification

All details regarding machinery are for identification purposes only. Variations, if any, shall not entitle the bidder to raise any claim.

12. Sale Without Guarantee

The sale is made without any guarantee or warranty except the Bank's right to sell as Secured Creditor.

ANNEXURE – I

DESCRIPTION OF MACHINERIES

(Forming part of the Terms & Conditions of E-Auction Sale Notice)

The Machineries covered under **Sr. No. 1** comprise the following items:

Sr. No.	Description	Qty.
1	Weaving Looms	24
2	Winding Machines	2

Note:

1. The above list is based on the Valuation Report and is indicative in nature.
2. The successful bidder shall purchase the Machineries on "**As is where is**", "**As is what is**", "**Whatever there is**" and "**Without Recourse**" basis.
3. The Authorized Officer/Bank shall not be responsible for any variation in quantity, condition, specification or functionality of the Machineries. The intending bidder shall satisfy himself/herself regarding the description and condition of the assets before participating in the auction.