Terms and Conditions of E-Auction for sale of Immoveable property more particularly described in the Schedule herein below under SARFAESI Act 2002, the E-Auction Notice of which was Published in The Indian Express on & Loksatta – Pune on _____ and Navshakti & Free Press General on _____

The sale shall be subject to the conditions prescribed in the Security Interest Enforcement Rules 2002 and to the following further conditions.

1. The Bank under SARFAESI Act has taken possession of the property described in the schedule herein below.

2. The e-Auction is being held on "AS IS WHERE IS", "AS IS WHAT IS BASIS" and "WHATEVER IS THERE IS AND WITHOUT RECOURSE".

3. To the best of knowledge and information of the concerned Authorised Officer, there is no encumbrance on any property except society dues of Rs.12.50 lakhs. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of property/ ies put on auction and claims/ rights/ dues/ effecting the property, prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. The property is being sold with all the existing and future encumbrances whether known or unknown to the bank. The concerned Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party claims/ rights/ dues.

4. It shall be the responsibility of the bidders to inspect and satisfy themselves about the asset and specification before submitting the bid. The inspection of property/ies put on auction will be permitted to interested bidders at sites as mentioned against each property description.

5. The interested bidders shall submit their documents through Web Portal: https://www.bankeauctions.com (the user ID & Password can be obtained free of cost by registering name with https://www.bankeauctions.com) through Login ID & Password. The EMD shall be payable through NEFT / RTGS in the following Account: 57500000904261, Name of the Account : DFSO Transitory Account : DOC SERV, Name of the Beneficiary : HDFC BANK LTD., IFSC Code : HDFC0000240 or through Demand Draft drawn in favour of HDFC Bank Ltd Account No. 57500000904261 latest by 4.00 P.M. on or before the respective dates mentioned in the auction notice. The NEFT/RTGS shall only be done from the account of the intending bidders and the details of which shall be mentioned in the web portal. DD/Pay order drawn in favour of HDFC Bank Ltd to be payable at Mumbai drawn on any scheduled commercial Bank along with letter of participation in the bid, shall reach to the concerned Authorised Officer on /or before 4.00 P.M. on the respective dates mentioned in the auction notice at HDFC Bank Ltd Dept For Special Operations, Mumbai.

6. After Registration (One Time) by the bidder in the Web Portal, the intending bidder/ purchaser is required to get the copies of the following documents uploaded in the Web Portal before the Last Date & Time of submission of the Bid Documents viz. i) Copy of the NEFT / RTGS Challan or Copy of Demand Draft along with letter of participation ; ii) Copy of PAN Card; iii) Proof of Identification/ Address Proof (KYC) viz. self-attested copy of Voter ID Card/ Driving License/ Passport/ Ration Card etc.; without which the Bid is liable to be rejected. UPLOADING SCANNED COPY OF ANNEXURE-II & III (can be downloaded from the Web Portal: https://www.bankeauctions.com) AFTER DULY FILLING UP & SIGNING & SEAL IS ALSO REQUIRED

7. The interested bidders who require assistance in creating Login ID & Password,

uploading data, submitting bid, training on e-bidding process etc., may contact **M/s. C1 India Pvt. Ltd., 3rd floor ,. Plot No 301, Gulf Petro Chem Building, Udyog Vihar, Phase 2, Gurgaon. Helpline Nos : 0124-4302000/21/22/23/24, Mr. Bhavik R Pandya Mobile : 08866682937** Help Line e-mail ID: support@bankeauctions.com and Gujrat@c1india.com any property related query may contact Ashwin Narayan Indulkar **(Mobile-09323138716), E Mail- Ashwin.indulkar@hdfc.bank.in, ashwin.indulkar@hdfc.bank.in and Mr. Sunil Bhanushali (Mobile – 9323176985, E Mail – sunil.bhanushali@hdfc.bank.in** Deepak Patil Mobile No. 9373085901 E-mail Deepak.patil@hdfc.bank.in in office hours during the working days. (10 AM to 5 PM).

8. Only buyers holding valid User ID/ Password and confirmed payment of NEFT/RTGS shall be eligible for participating in the e-Auction process.
9. The interested bidder has to submit their Bid Documents [EMD (not below the 10% of Reserve Price) and required documents (mentioned in Point No.6)] on/ before the respective dates mentioned in the auction notice till 4 P.M., after going through the Registering Process (One time) and generating User ID & Password of their own, shall be eligible for participating the e-Auction Process, subject to due verification (of the documents) and/ or approval of the concerned Authorised Officer.
10. The bidders are not permitted to withdraw their bids once the EMD is deposited by them. In case of non-participation of bidders in the auction, the EMD shall be forfeited
11. During the Online Inter-se Bidding, Bidder can improve their Bid Amount as per the 'Bid Increase Amount' (mentioned above) or its multiple and in case bid is placed during the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes (each time till the closure of e-Auction process), otherwise, it'll automatically get closed. The bidder who submits the highest bid amount (not below the Reserve Price) on the closure of the e-Auction Process shall be declared as a Successful Bidder by the concerned Authorised Officer/ Secured Creditor, after required verification.

12. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded. The Earnest Money Deposit shall not bear any interest. The successful bidder shall have to deposit 25% of the sale price, adjusting the EMD already paid, immediately after the acceptance of bid price by the concerned Authorised Officer and the balance 75% of the sale price on or before 15th day of sale or within such extended period as agreed upon in writing by and solely at the discretion of the concerned Authorised Officer. In case of default in payment by the successful bidder, the amount already deposited by the offer shall be liable to be forfeited and property shall be put to re-auction and the defaulting borrower shall have no claim/ right in respect of property/ amount.

13. The prospective qualified bidders may avail online training on e-Auction from M/s. M/s. C1 India Pvt. Ltd. prior to the date of e-Auction. Neither the concerned Authorised Officer/ Bank nor M/s. M/s. C1 India Pvt. Ltd. shall be liable for any Internet Network problem and the interested bidders to ensure that they are technically well equipped for participating in the e-Auction event.

14. The concerned Authorised Officer is not bound to accept the highest offer and the concerned Authorised Officer has the absolute right to accept or reject any or all offer(s) or adjourn/ postpone/ cancel the e-Auction without assigning any reason thereof.

15. The bidders are advised to go through the detailed Terms & Conditions of e-Auction available on the Web Portal of M/s M/s. C1 India Pvt. Ltd., https://www.bankeauctions.com and www.hdfcbank.com before submitting their bids

and taking part in the e-Auction.

16. Any issue with regard to connectivity during the course of bidding online shall be the sole responsibility of the bidder and no claim in this regard shall be entertained. The intending bidders should register their name at https://www.bankeauctions.com and get user-id and password free of cost. Bidders who are holding valid ID & Password provided by M/s C1 India Pvt. Ltd. for this auction after due verification of PAN are allowed to participate in online e-auction on the above portal

17. Bidding in the last moment should be avoided in the bidders own interest as neither the HDFC BANK LTD. nor Service provider will be responsible for any lapse/failure(Internet failure/power failure etc.) in order to ward-off such contingent situations bidders are requested to make all necessary arrangements / alternatives such as power supply back-up etc, so that they are able to circumvent such situation and are able to participate in the auction successfully.

18. On confirmation of sale by the Bank and if the terms of payment have been complied with, the concerned Authorised Officer exercising the power of sale shall issue Sale Certificates for the immovable property in favour of the purchaser(s) in the form given in Appendix V of the Security Interest (Enforcement) Rules, 2002. The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued in any other name(s).

19. If the Sale Price is more than Rs.50,00,000/- (Rupees Fifty Lakh Only) then the auction purchaser/successful bidder has to deduct 1% of the Sale Price/ consideration for transfer of property or Stamp duty paid, whichever is higher as TDS in the name of the owner of the property & remit it to Income Tax Department as per section 194 IA of Income Tax Act and balance Sale Price after deducting TDS has to be remitted to the Bank. The Sale Certificate will be issued only on receipt of Form 26QB & Challan for having remitted the TDS.

20. The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, fee etc. and, any past, present or future encumbrances, all the statutory/ non-statutory dues whatsoever in nature by any authority or agency including Sales Tax, Municipality Tax, Property Tax, Electricity dues, Water dues, Transfer fees with respect to the leasehold land etc; taxes, rates, assessment charges, fees etc. owing to anybody.

21. The Bank shall not be responsible for any loss or damage pursuant to any litigation whatsoever in nature either at the instance of the Mortgagor(s) or the Borrower(s) in respect of the said property.

22. Bank has discretion to revoke this sale at any point of time before Execution of Sale Certificate and in that event Bank shall reimburse amount paid to the Bank without interest.

23. The stamp duty with respect to this sale certificate shall be borne by the purchaser only

24. On issuance of Sale Certificate by the Bank, sale shall be complete and no claims shall be entertained by the Bank.

25. Nothing in this notice constitutes or will be deemed to constitute any commitment or representation on the part of Bank to sell the property. Bank reserves the right to cancel the sale for any reason it may deem fit or even without assigning any reason and such cancellation shall not be called in question by the bidders.

Details of the property
Gat No. 141 A, Plinth No. 212, 1D Zone, Timber Chalet, Sahara Aamby Valley, Survey No. 25/1, 25/2, 25/3, Kumbheri, Mulshi, Pune – 412108, Maharashtra. Area- 3300 sq. ft. owned by Mr. Sumatiprasad Bafna.

For HDFC BANK LTD.

Sd/-

Authorised Officer
Ashwin Indulkar

Place: Mumbai/ Pune