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 14/12/2026 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 Properties:**

   Intending bidders are advised to inspect the properties 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. **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.

5. **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.

6. **Nature of Sale:**

   The secured assests 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 properties, measurement, boundary disputes, encroachments, access road, right of way, usability, development potential, marketability, statutory approvals or any latent or patent defects. It may be noted that all the movables i.e. **furniture fixtures, electronic items etc. lying in properties are not part of the auction process**. The intending bidders may make their own enquiries as regards any claim, charges, taxes, levies, dues and/or any other liability accrued against the properties, if any. The same shall be borne by the successful bidder. The present accrued liabilities, if any on the properties are not known to the Bank.

7. **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 properties shall be borne exclusively by the successful bidder. The Bank does not undertake that the properties is free from any dues, claims or encumbrances.

8. **Auction Process:**

   The auction shall commence from the Reserve Price declared by the Authorized Officer. Thereafter, the minimum bid increment shall be ₹10,000/- for Sr. Nos.1 & 5 and Rs.25000/- for Sr. No. 2 to 4 & Sr. No. 6 to 10.

9. **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.

10. **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.

11. **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 for Sr. No. 1 to 10.

12. **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, in accordance with the provisions of the SARFAESI Act, 2002 and the Security Interest (Enforcement) Rules, 2002.

13. **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.

14. **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.

15. **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.

16. **Bidding:**

The properties at Sr. No. 1, to 10 each shall be treated as separate and independent Lots, and the highest bid received for each Lot shall be considered separately. The bidders may participate individually.

17. **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.

18. **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.

19. **Compliance with Applicable Laws:**

Upon confirmation of the sale and delivery of possession of the properties, the successful purchaser shall, at his/her/their own cost, risk and responsibility, comply with 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.

20. **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.