

Annexue-1

TERMS AND CONDITIONS OF SALE/AUCTION/BIDDING/TENDER OF PROPERTY (SECURED ASSET)

1. Public/Private Sale/Auction/Bidding/Tender is being held on “**AS IS WHERE IS, AS IS WHAT IS AND WITHOUT RECOURSE BASIS**” and is being put to auction/sale/bidding/tender with all the existing and future encumbrances whether known or unknown to Bajaj Housing Finance Limited.
2. Duly filled in and complete in all respects Bid Form/Tender Documents along with signed Declaration and acknowledged terms and conditions of sale/auction/bidding/tender only obtained from the office of Bajaj Housing Finance Limited is to be submitted in a sealed envelope in the office of **Bajaj Housing Finance Limited** on or before the closing date as mentioned in the public notice published in newspaper.
3. Under any circumstances the Secured asset will not be sold below the Reserve price and the bids made below the same will be rejected without any intimation/notice to the bidder.
4. To the best of the knowledge and information of the Authorised Officer conducting the said auction/sale/bidding/tender on behalf of the secured creditor i.e. Bajaj Housing Finance Limited, there is no encumbrance on the properties. However, it is necessary that the intending bidders should make their own independent inquiries regarding any claims, charges, dues, encumbrances and should satisfy about the title, extent/measurement of the property prior to submitting their bid. For any discrepancy in the property the participating bidder is solely responsible for all future consequences and recourses from the date of submission of bid.
5. No claim of whatsoever nature regarding the property put up for sale, charges/encumbrances over the property or on any other matter etc will be entertained after submission of the bid.
6. The Authorized Officer/BHFL will not be responsible for any charge, lien, encumbrance, property tax dues, electricity dues etc. or any other dues to the Government, local authority or anybody, in respect of the property under sale.
7. The Public Auction notice/advertisement does not constitute and will not be deemed to constitute any offer, commitment or any representation of Bajaj Housing Finance Limited. The Authorised Officer/BHFL shall not be responsible in any way for any third party claims/rights/dues.
8. The Sale shall be subject to the rules/conditions prescribed under the SARFAESI Act 2002 and rules thereto.
9. It shall be the responsibility of the bidders to inspect (a) the title and link documents and (b) the property and satisfy themselves about the secured asset and specification before submitting the bid. Before entering the premises for inspection, it is necessary that the interested purchaser shall provide their identity, address and contact details in the register confirming their entry and exit from property under their signature.
10. The interested bidders shall submit their bids along with EMD, which shall be payable only through D.D.in favour of Bajaj Housing Finance Limited payable at on or before the last day and time mentioned above.
11. The Bids along with other documents have to be submitted to the Authorised Officer in a sealed envelope mentioning “**Offer for Purchase-_____Property**” so as to reach the Authorised Officer on or before the last date of submission of the Bids.
12. The bidders are supposed to submit the following documents at the time of submission of the bid, without which the bid is liable to be rejected.
 - i) Proof of EMD paid
 - ii) copy of the Pan Card
 - iii) Proof of identification/ Address proof/Adhaar Card/KYC (self-attested copies) without which the bid is liable to be rejected.
13. The bidder alone is allowed to participate in the public auction proceeding and no other person/representative/friend/relative is permitted.
14. IN case the bidder is a firm, the person duly authorised to submit the bid and take part in auction, having authority letter in this regards can act on behalf of the firm or company submitting bids.
15. The successful Bidder **has to deposit the 25% of the purchase amount (after adjusting the EMD already paid) immediately** upon the acceptance of the offer and declaration of the successful bidder by the Authorised officer, failing which the EMD paid shall be forfeited and cannot be claimed by the bidder from Bajaj Housing Finance Limited.
16. **The balance 75% of the purchase amount has to be deposited by the successful bidder within 15 days**, of confirmation of the sale by the Authorised officer or such extended period as agreed upon in writing by and solely at the discretion of the Authorised officer. In case of failure to deposit the balance amount within prescribed period, the amount deposited by the defaulting bidder shall be forfeited and the defaulting bidder shall neither have claim on the property nor on any part of the sum for which may it be subsequently sold. Further, the property will be put to re-auction and the defaulting bidder shall have no claim/right in respect of the property/amount and will not be eligible to participate in the re-auction, if any.
17. No interest is applicable to EMD or any amount deposited by the bidders/successful bidder in respect of sale of secured asset.
18. The Purchaser/successful bidder shall bear the (a) applicable stamp duty/registration/transfer charges; (b) all the statutory, non-statutory, conversion, electricity, sewage charges, any dues, cess, fees, taxes, rates, assessment charges etc. owing to any person, association or authority shall be borne by the successful Bidder only.
19. Sale certificate shall be issued in the prescribed format in favor of successful bidder only.
20. The successful bidder shall have to arrange for registration etc., and his/her/its cost of the sale certificate as per the provisions of prevailing Stamp and Registration Act. The successful bidder shall bear the charges for conveyance, registration fee, stamp duty, taxes, fee etc. as applicable.
21. In case of sale of property subject to any encumbrances, the successful bidder/purchaser shall deposit money required to discharge the encumbrance including interest, cost, expenses etc. if any to the Authorised officer.
22. The Authorised officer is not bound to accept the highest offer/bid and the Authorised officer has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the public auction without assigning any reason thereof.

23. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.
24. The Bidder shall not divulge either his Bids or any other exclusive details of Bajaj Housing Finance Limited or to any other party.
25. The decision of Authorized Officer's declaration of successful bidder shall be final and binding on all the Bidders.
26. The Authorised Officer shall issue sale certificate on the receipt of entire sale consideration and confirmation of sale by secured creditor (Bajaj Housing Finance Limited). The sale certificate shall be issued by Authorised Officer in the same name in which the
27. In case if the public auction is stopped, stayed, postponed or rescheduled or cancelled, the intimation of the same shall be notified at the Notice Board of the branch concerned to which the LAN belongs.
28. Submission of bid by the bidders is construed that they have read, understood and accepted the terms and conditions governing the public auction.
29. EMD of unsuccessful bidders shall be returned on the closure of auction proceedings.
offer is submitted and no subsequent requests for the change of the name shall be entertained or allowed.
30. In case of any dispute arises as to the validity of the bid(s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorised Officer representing Bajaj Housing Finance Limited shall be final. In such an eventuality, the Authorised officer shall in its sole discretion be entitled to call off the sale and put the property to sale once again on any date and at such time as may be decided by Bajaj Housing Finance Limited. For any kind of dispute, bidders are required to contact the concerned authorized officer only. In case all the bids are rejected, Authorised Officer can negotiate with any of the bidders or other parties for sale of the properties by way of private treaty.
31. The Authorised Officer is not bound to accept the highest offer and the Authorised Officer has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.
32. The EMD of unsuccessful bidders will be refunded to their respective A/c No. shared in Bid/Form/Tender Document or by way of return of the Demand Draft deposited along with the Bid Form. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).
33. If the dues of Secured Creditor together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to the Secured Creditor are tendered by or on behalf of the borrower or property holder/s or guarantor/s at any time on or before the date fixed for sale, the sale of assets may be cancelled by the Authorised Officer
34. The conditional bids may be treated as invalid. **Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.**
35. The particulars specified in the auction notice published in the newspapers have been stated to the best of the information of The Authorised Officer, however Authorised Officer shall not be responsible/liable for any error, misstatement or omission.
36. The bidders are required to submit acceptance of the terms & conditions above before participating in the sale by way of auction/tender/bidding public or private.
37. Successful Bidder shall be required to submit the final prices, quoted during the Auction/Bidding/Tender as per Annexure – _____ after the completion of Auction and declaration of the successful bidder, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction/sale/bidding/tender.

I/We declare and confirm that I/we have gone through and fully understood the terms and conditions as mentioned in the auction notice and the detailed terms and conditions mentioned in annexure - 1 of the Bid Form.

Date : _____

Place : _____

Signature : _____ (Seal of the firm, if bid is name of a firm)

Name : _____

Address : _____

E-mail id : _____

Mob No : _____

DECLARATION BY BIDDER(S)

Date: _____

To,

**The Authorised Officer,
Bajaj Housing Finance Limited,**

_____.

Declaration for bidding for purchase of property described as:
_____ in
Loan Account Number _____ of _____ Branch.

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the proposed sale by way of auction/bidding and have understood them fully.
2. I/We, hereby unconditionally agree to abide with the terms and conditions as set out in the auction notice dated _____ and will be bound by the said terms and conditions and agree to take part in the said auction.
3. I/We have inspected the property and have done due diligence with respect to the said property in all respect and after satisfying myself/ourselves have agreed to bid for the said property.
4. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
5. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief and knowledge and I/we understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorised Officer and that the Authorised Officer will be at liberty to annul the offer made to me/us at any point of time during the process of auction/sale/bidding.
6. I/We understand that in the event of me/us being declared as successful bidder by the Authorised Officer, in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale.
7. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorised Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or I am/we are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all of the terms and conditions, the EMD and any other monies paid by along with the bid as EMD and any amounts deposited thereafter, is/are liable to be forfeited by the Authorised Officer and will not be refundable under any circumstances.

8. I/We also agree that in the eventuality of forfeiture of the EMD amount or other amounts paid there-after by Authorised Officer, due to default by me/us, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
9. I/We also understand that the EMD of all offeror / bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
10. The decision taken by Authorised Officer in all respects shall be binding on me/us.
11. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Signature : _____ (Seal of the firm, if bid is name of a firm)

Name : _____

Address : _____

E-mail id : _____

Mob No : _____

BID FORM/TENDER DOCUMENT

(Read carefully the terms and conditions of sale before filling-up and submitting the bid form/tender document)

1. Name(s) of Bidder (in Capital) : _____

2. Father's/Husband's Name : _____

3. Postal Address of Bidder(s) : _____

4. Phone/Mobile Number : _____

5. E-mail ID : _____

6. Bank Account details too which EMD amount to be returned

i) Bank A/c. No. : _____

ii) IFSC Code : _____

iii) Bank name Branch Address : _____

iv) Nature of Account and name : _____

6. Date of submission of bid : _____

7. PAN Number of Bidder : _____

8. ADHAR ID of Bidder : _____

9. Property for which bid submitted : _____

10. Whether EMD remitted : **Yes / No.**

11. EMD remittance details*

i) Date of EMD and Amount : _____

ii) Mode of EMD : RTGS/NEFT/DD No. _____

ii) Name of Bank and branch : _____

12. Bid Amount Quoted : Rs. _____ (In figures)

(*Not below Reserve Price) : Rupees _____ (In words)

I/We declare that I/We have read and understood all the above terms and conditions of auction/tender sale/bidding and the auction notice published in the newspaper for the said property and shall abide by them. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole bidder. The final sale will only be approved in the name of the Bidder and no change in the name will be made at any later stages of sale process under any circumstances.

Date : _____

Place : _____

Signature : _____ (Seal of the firm, if bid is name of a firm)

Name : _____

Address : _____

E-mail id : _____

Mob No : _____

Annexure-4

(To be filled on the day of auction if Bid is Highest)

Price Confirmation Letter by Bidder(s)

To,

The Authorised Officer,
Bajaj Housing Finance Limited,

Sub: Final bid quoted during the Auction - Sale of Properties of Bajaj Housing Finance Limited

Dear Sir,

We confirm that we have quoted the highest bid of Rs. _____/- (Rupees _____) for the purchase of the property in name of _____ described as _____ during Auction/bidding/tender of the said property held by Authorised officer of Bajaj Housing Finance Limited.

Yours sincerely,

Signature : _____ (Seal of the firm, if bid is name of a firm)

Name : _____

Address : _____

E-mail id : _____

Mob No : _____