

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

Regd. Office: Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

Coimbatore Office: HDFC Ltd, No 29, Kamaraj Road, Near Circuit House, Coimbatore – 641018

DOCUMENT FOR TERMS OF INVITATION AND SALE BY WAY OF INVITING TENDERS & ONLINE SALE OF SECURED ASSETS

Online auction platform provided by: **mjunction services limited**

Housing Development Finance Corporation Limited [hereinafter called “HDFC Limited”] intends to sell by way of inviting tenders followed by online auction, the secured assets (as described hereinafter), on “AS IS WHERE IS” and “AS IS WHAT IS” basis, the possession of which was taken over by the Authorized Officer of HDFC Limited under Section 13(4) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Act, 2002 (SARFAESI Act) read with the Security Interest (Enforcement) Rules, 2002 (“the said Rules”) Rules 8(6) & 9. mjunction services limited has been mandated by HDFC Limited to organize the sale by inviting tenders followed by online auction.

Forward Auction No. FA/14/Assets/2011-12	
TYPE OF ASSETS:	Mortgaged Properties
SELLER:	HDFC Limited
AUCTION DATE:	3rd & 7th February, 2012 (Time as per Schedule Below)
CONTACT PERSON: of mjunction services limited	Mr. Sekar Sanmukh, Mob- 09282401434, Mr. Raghavendra Mob-9282215280 Mr. Barkath, Mob – 09840534157, Landline – 044 64624733/ 4734/ 4735
CONTACT PERSON of HDFC Ltd	Mr Palakkad: 9846838272 Land Line: 0422 4301159, 4301100
INSPECTION	As per details per schedule between 11.00 a.m. and 4.00 p.m
SALE PROCESS	Auction by inviting tenders vide Online Forward auction
LOCATION OF ASSETS	As per Schedule
CONTACT DURING AUCTION	For queries during the live auction. Auction Room Ph nos. (033)66031760-61 (2 lines) or (033) 66031763-72 (10 lines) or (033)44091760-61 (2 lines) or (033)44091763-72 (10 lines)
EMD	The offer along with Earnest Money Deposit (EMD) as referenced in catalog along with the declaration Forms given in the catalog, address proof and PAN Card photocopy should be submitted in a sealed envelope one working day before date of auction by 3 PM. At mjunction office or HDFC Coimbatore office
PAYMENT	All the payments, including E.M.D., shall be made only by a demand Draft / Pay Order drawn in favour of “ HDFC Limited ” payable at par at Coimbatore.
AUCTION INFORMATION WEBSITE	www.valuejunction.in
AUCTION WEBSITE	https://:auction.valuejunction.in
This auction is open to all Customers fulfilling the criterions mentioned in the catalog.	
The Properties will be sold on “ As is where is ” and “ As is what is ” basis. The Customers will therefore be deemed to have made themselves aware regarding the quality of properties before bidding. No complaint or claim in this regard will be entertained after submission of bids.	

Details of Properties

SI No	Name of Borrower/s	Address & Area of the Property	Reserve Price (Rs)	EMD (RS)	Date of Inspection	Date of Auction
1	Mrs. JANAKI, M/o. Mr. Late Ananthakrishnan R Mrs. RADHAMANI, Sister of Mr. Late Ananthakrishnan R Mrs. SUMATHI, Sister of Mr. Late Ananthakrishnan R Mrs. LATHA, Sister of Mr. Late Ananthakrishnan R Mrs. REMA, Sister of Mr. Late Ananthakrishnan R Mr. UNNIKRISHNAN, B/o. Mr. Late Ananthakrishnan R Neelimedu, Venkodi P.O., Palakkad - 678 006. (address common for all above)	An extent of 4.05 Ares of land and building constructed thereon, in Re-Sy. No.38/5/1, Block No. 40, T.P. No. 38 of Elapully II Village, Palakkad Taluk, Palakkad District. Boundaries : East of : Property of the seller. South of : Kudiyiruppu of Janaki. West of : Kudiyiruppu of Chami. North of : Remaining property of the seller.	Rs. 185000/- (Rupees One Lac Eighty five thousand only)	Rs. 18500/- (Rupees Eighteen Thousand Five Hundred only)	28.12.2011 Wednesday	03.02.2012 Friday 10.30 am
2	Mr. SURENDRAN S, Quarters No A -12/2, MCL Township, Walayar, Palakkad-678624	An extent of 1.01 Ares of land and building thereon in Re-Sy.No. 592/11 of Marutharod Village, Palakkad Taluk, Palakkad District. Boundaries : East of : Pathway. South of : Remaining property of Manikyan and House. West of : Remaining property of Manikyan and House. North of : Panchayat Road.	Rs. 120000/- (Rupees One Lac Tewnty Thousand only)	Rs. 12000/- (Rupees Twelve Thousand only)	04.01.2012 Wednesday	03.02.2012 Friday 11.30 am
3	Mr. MURUGAN, Brother of Late Mr. Mahendran M Mr. MANIKANDAN, Brother of Late Mr. Mahendran M No.24/304, Chirakkad, Kunnathurmedu, Palakkad - 678 013 (address common for both)	An extent of 2.67 Ares (6.6 cents) of land in Resurvey No. 722/3 (Old survey No. 137/12) of Kodump Village, Palakkad Taluk, Palakkad District. Boundaries : East of : Property in possession of Paramasivan; South of : Mariamman Kovil; West of : Pathway; North of : Property of Elias	Rs. 65000/- (Rupees Sixty Five Thousand only)	Rs. 6500/- (Rupees Six Thousand Five Hundred only)	28.12.2011 Wednesday	03.02.2012 Friday 12.30 pm

4	<p>WITH YOU, RIGHT THROUGH</p> <p>Mrs. KANAGALATHA, W/o. of Mr. Late Raman K Miss. ASHWANI, D/o. of Mr. Late Raman K Mr. MANIKADAN, S/o. of Mr. Late Raman K Mr. BALAMURGHAN, S/o. of Mr. Late Raman K Kaliath House, Near Mariyamman Temple, Kanjikode-678621 (address common for all above)</p>	<p>An extent of 0.90 Ares of land with tiled building constructed thereon in Re-Sy .No-310/5/3 of Puthussery Central Village, Palakkad Taluk, Palakkad District and all the improvements thereon. Boundaries:- East : Property used as pathway; South : Property of Joseph; West: Property of Parameswary Amma; North : Property of Karuppa Swami Chettiyar and public pathway.</p>	<p>Rs. 4,60,000/- (Rupees Four Lacs & Sixty Thousand only)</p>	<p>Rs. 46,000/- (Rupees Fourty Six Thousand only)</p>	<p>04.01.2012 Wednesday</p>	<p>03.02.2012 Friday 2.30 pm</p>
5	<p>Mr. RAJAN E, No.A-2/4, K V Quarters, Kanjikode Palakkad - 678 623</p>	<p>An extent of 1.21 Ares of land and 2 floor building constructed thereon in Resurvey No-71/1 of Puthussery Village, Palakkad Taluk, Palakkad District and all the improvements thereon. Boundaries : West - Property of Paramasivan; East - Property of M Rana; North - Road having width of 5 meters; South - Property of Nadarabhanu</p>	<p>Rs. 575000/- (Rupees Five Lacs Seventy Five Thousand only)</p>	<p>Rs. 57500/- (Rupees Fifty Seven Thousand Five Hundred only)</p>	<p>04.01.2012 Wednesday</p>	<p>03.02.2012 Friday 3.30 pm</p>
6	<p>Mr. NARAYANAN K K, Q No: E/41, Kap Camp, Muttikulangara, Palakkad-678594 and other address : S/o Kuttiraman, Head Constable, Kap IInd Battalion, Quarters No. E/41, Kerala Armed Police, Muttikulangara, Palakkad</p>	<p>An extent of 3.84 Ares of land and building thereon in Re-Sy. No. 128/13, Block 22 of Puthupariyaram II Village, Palakkad Taluk, Palakkad District. Boundaries : East of : Pathway and Kudiyiruppu of Thankappan; South of : Kudiyiruppu of Karuman; West of : Kudiyiruppu of Gopalakrishnan; North of : Kudiyiruppu of Ramakrishnan. (Symbolic Possession)</p>	<p>Rs.1,20,000/- (Rupees One Lakh Twenty Thousand only)</p>	<p>Rs 12,000 (Rupees Twelve Thousand Only)</p>	<p>30.12.2011 Friday</p>	<p>07.02.2012 Tuesday 10.30 AM</p>
7	<p>Mr. RAMESH K, Warriar Aurveda Kendram, Kollangodu Road, Pudunagaram, Palakkad-678080</p>	<p>An extent of 3.10 Ares of land and building thereon in Re-Sy. No. 507/1 of Puthunagaram Village, Chittur Taluk, Palakkad District. Boundaries : East of : Properties of Nazer and Kabeer; South of : Property of Nazer; West of : Property of Railway; North of : House and property of Pazhanimala. (Symbolic Possession)</p>	<p>Rs.1,20,000/- (Rupees One Lakh Twenty Thousand only)</p>	<p>Rs 12,000 (Rupees Twelve Thousand Only)</p>	<p>30.12.2011 Friday</p>	<p>07.02.2012 Tuesday 12.30 AM</p>

GENERAL TERMS & CONDITIONS OF TENDER

1. The Tender / Offer should be accompanied by Pay Order(s) / Demand Draft(s) drawn on a Scheduled Bank in favour of "**Housing Development Finance Corporation Ltd.**", payable at par, towards Earnest Money Deposit (EMD) equal to 10% of the offer amount. Pay Orders / Demand Drafts should be purchased by or issued from the bank account of the Tenderer / Offerer only.
2. The offer shall be in the prescribed Tender Document only. The tender document duly complete in all respects should be submitted in a **SEALED ENVELOPE** and **superscribed with the words** "Offer from Mr/ Ms/ M/s. **[Name of the Tenderer(s) / Offerer(s)]** for purchase of the Immovable Property / Secured Asset of Mr / Ms. **[please specify the name of the Borrower(s)]**" **Following should also be written on the envelop: i) Name of the Tenderer , ii) Address of the Tenderer, iii) Contact Numbers land line and mobile, iv) email ID, v) PAN card number,** and the envelope duly sealed should be submitted at any offices of mjunction services Ltd. (Details of the offices in www.valuejunction.in) **on one working day before the date of eAuction.** Or in the office of **HDFC Ltd, No 29, Kamaraj Road, Near Circuit House, Coimbatore – 641018**
3. The properties under online auction can be inspected on the date & time specified above. For any queries with regards to inspection of properties or submission of tenders, kindly contact **M/S. MJUNCTION SERVICES OR HDFC** on the following phone nos.:
mjunction services - Mr. Sekar Sanmukh, Mob- 09282401434, Mr. Raghavendra Mob-9282215280, Mr. Barkath, Mob – 09840534157, Landline – 044 64624733/ 4734/ 4735, HDFC Ltd Coimbatore- Mr Palakkad: 9846838272 Land Line: 0422 4301159, 4301100 The successful Tenderer(s) / Offerer(s) / Purchaser(s) shall be required to pay/deposit 25% of the sale consideration / sale price less amount paid as EMD immediately from the date of receipt of the offer acceptance letter (confirming the sale) from the Authorised Officer / HDFC and the balance and final amount of the sale consideration / sale price on or before 15 (fifteen) days from the date of receipt of the offer acceptance letter (confirming the sale) from the Authorised Officer / HDFC. The Pay Order / Demand Draft should be drawn on a Scheduled Bank favouring **Housing Development Finance Corporation Ltd.** payable at par. If the sale is not completed by reason of default on the part of the successful Tenderer / Offerer / Purchaser within the aforesaid period or for any other reason whatsoever, HDFC / the Authorised Officer of HDFC shall be entitled to forfeit 25% of the total sale consideration / sale price and put up the Secured Asset(s) / Immovable Property(ies) in question for sale/disposal again in its absolute discretion. In that event, the defaulting purchaser shall forfeit all claims to the Secured Asset(s) / Immovable Property(ies). Further, all costs, charges and expenses incurred by HDFC on account of such resale shall be borne and paid by such defaulting tenderer/offerer/purchaser who shall also be bound to make good any deficiency / shortfall arising out of such resale and he/she/they/it shall not be entitled to make any claim against HDFC / Authorised Officer of HDFC in the event of the secured assets / immovable properties realising higher value on such resale.
4. Tenders will be opened on the date, time and at the place mentioned in the Public Notice for Sale in the presence of the Authorised Officer. After opening the tenders, the Tenderer(s) / Offerer(s) / Purchaser(s) shall be given an opportunity to improve their offer by participating in the online auction. **mjunction services limited** have been engaged as auctioneers for proper conduct of the

online auction. Online auction shall take place at <https://auction.valuejunction.in> and shall be subject to the terms and conditions for online auction contained in the appended tender document.

5. Where the offer amount is below Reserve Price and / or the EMD is less than 10 % of the offer amount then such tender shall be treated as invalid. However, HDFC at its sole discretion, reserves its right to treat tender(s) with EMD less than 10% of the offer amount(s) as valid. The EMD will be refunded to the unsuccessful tenderers / offerers within two months from the date of opening of the tenders. The tenderers / offerers shall not be entitled to claim any interest if the refund of EMD is delayed for any reason whatsoever including but without limitation failure on the part of the bidder / offerer / Authorised Representative to establish identity to the satisfaction of the Authorised Officer.

6. The Immovable Properties / Secured Assets are offered for sale is on "**as is where is**" & "**as is what is**" basis. HDFC / the Authorised Officer of HDFC shall not be liable for any dues/charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues or arrears of taxes payable to the Municipal Corporation / local authority / Society / Builder/ / Association / Condominium / Development Authority / Gram Panchayat, taxes and / or dues of any other nature or character, if any, in respect of the said Immovable Properties / Secured Assets. HDFC / the Authorised Officer of HDFC does not undertake any responsibility to procure any permission / consent / approval / license / sanad etc., whether for transfer of the Immovable Property(ies) / Secured Asset(s) in question offered for sale or otherwise.

7. **Tenders / offers which are conditional and/or which are not accompanied by EMD / Pay Orders / Demand Drafts and/or those received after the last date fixed for receiving tenders shall not be considered or entertained.** Where any tenderer is desirous of submitting a fresh / revised offer for the Secured Asset(s)/Immovable Property(ies), such fresh / revised offer may be tendered alongwith appropriate EMD on or before the last date prescribed for submission of the tenders.

8. If the dues of HDFC together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to HDFC are tendered by or on behalf of the Borrower(s) of the secured assets / immovable properties, owners, mortgagors or guarantor(s) at any time before the date fixed for sale or transfer of the Secured Asset(s), the Immovable Property(ies) / Secured Asset(s) in question shall not be sold or transferred. Where an Immovable Property / Secured Asset is not sold or the sale is not confirmed in favour of any tenderer / offerer, such tenderer / offerer shall be entitled to receive back the EMD without interest. However, the tenderers / offerers shall not be entitled to claim any compensation or damages on any ground whatsoever.

9. HDFC reserves its right to accept or to reject the highest, any or all offers without assigning any reason whatsoever and in case all the offers are rejected, either to hold negotiations with any of the tenderers or to sell the Secured Asset(s) / Immovable Property(ies) by private treaty to any of the tenderers or any other party / parties. The decision of HDFC in this regard shall be final and binding on all concerned. HDFC further reserves its right to reject any tender which is not sealed as required hereunder and does not assume any responsibility for misplacement of the Tender Document.

10. Sale Certificate shall be issued to the successful tenderer(s) / offerer(s) / purchaser(s) only after all dues/charges/arrears including outstanding water/service charges, transfer fees, electricity dues, dues, taxes, penalty payable to the Municipal Corporation / local authority / development authority, amounts due to the society / association / company / condominium / Builder, taxes, cess and /or dues of any other nature, if any, in respect of the said Immovable Properties/ Secured Assets are cleared / paid in full by such successful Tenderer / purchaser on or before payment of the balance and final amount of the sale consideration and on production of necessary receipts in support thereof to the satisfaction of the Authorised Officer or on the basis of an undertaking to make the payments as may be acceptable to the Authorised Officer.

11. Where a/the successful tenderer(s) / offerer(s) / purchaser(s) is/are desirous of assigning his/her/their/its right title and interest that has accrued to him/her/them/it or otherwise nominating any other person as the purchaser / transferee, the successful tenderer(s) / offerer(s) / purchaser(s) shall request (if there are more than one tenderer / offerer / purchaser, shall jointly request) the Authorised Officer / HDFC in writing and furnish the name and full particulars / details of the assignee(s) / nominee(s). Upon acceptance of the assignment / nomination by HDFC / the Authorised Officer of HDFC, such assignee(s) / nominee(s) shall be treated as and/or be deemed to be the Tenderer / Purchaser / Transferee for all purposes of sale and all the rights, obligations and liabilities of the Original Tenderer(s) / Offerer(s) / purchaser(s) shall vest in such assignee(s) / nominee(s). All the terms and conditions of the Tender Document shall also apply to the assignee(s) / nominee(s) as though the assignee(s) / nominee(s) or each one of them has/have signed the Tender Document and shall be deemed to have unconditionally submitted to / accepted the terms thereof. The request letter(s) shall be accompanied by Affidavits and other supporting documents (eg. PAN Card, Ration Card etc.) as may be required by HDFC / the Authorised Officer of HDFC and confirmed by the assignee(s) / nominee(s) in writing. The Authorised Officer / HDFC may at its sole discretion accept such request as a special case or reject the same without assigning any reasons. The Assignee(s) / Nominee(s) should be persons acceptable to HDFC and should comply with the "Know Your Customer" (KYC) requirements as notified by HDFC from time to time. The details and supporting documents should be furnished to enable the Authorised Officer / HDFC to enter the name and other details of such assignee(s) / nominee(s) in the Sale Certificate. In the event the successful tenderer / offerer / purchaser fails and / or neglects to provide full particulars / details of the assignee(s) / nominee(s) within 15 days of receipt of the offer acceptance letter from the Authorised Officer / HDFC, the Sale Certificate shall be issued in favour of the tenderer / offerer / purchaser without any further reference or intimation to such tenderer / offerer / purchaser. All references to the "tenderer(s)", "offerer(s) or "purchasers" whether appearing in the Tender Document or elsewhere and forming part of the tender sale shall also mean and include and/or be deemed to mean and include their respective "Assignee(s) / Nominee(s)" and the term "Tenderer(s)", "Offerers" or "Purchasers" shall be interpreted accordingly.

12. The particulars of Secured Assets / Immovable Properties in question have been stated to the best of the information and knowledge of the Authorised Officer. HDFC / the Authorised Officer of HDFC does not warrant the accuracy of the information / details

provided or description of the immovable properties / secured assets put up for sale. The Authorised Officer / HDFC shall not be answerable or liable for any error, mis-statement or omission with regard to the same.

13. Neither HDFC nor the Authorised Officer(s) of HDFC shall incur any liability in any manner whatsoever for any loss or injury caused to the tenderers / offerers / purchasers or any of his/her/their/its assignee(s) / nominee(s) etc. resulting directly or indirectly from the use of the Information by the tenderers / offerers / purchasers or any of his/her/their/its assignee(s) / nominee(s) including, but not limited to, any consequential, incidental, indirect, special, or punitive damages.

14. All Information whether published or furnished to prospective tenderers / offerers in whatever form is provided "**As Is Where Is**" which is derived directly from its records maintained by HDFC and/or based on information derived from third parties.

15. HDFC / the Authorised Officer of HDFC does not warrant the accuracy or completeness of the information contained herein or as to the existence of other facts which might be significant / material and shall not accept any responsibility or liability whatsoever for use of or placing reliance upon the publication or any of the contents hereof. Neither the sale notice publication nor any information made available to the public whether directly by HDFC or indirectly through its agents, constitutes, should be construed as any recommendation, expression of opinion or advice.

16. The tenderers / offerers / prospective purchasers are advised in their own interest to satisfy themselves with regard to the title and correctness of other details pertaining to the immovable properties / secured assets including the size/area of the immovable properties / secured assets in question as also ascertain any other dues / liabilities / to which it is subject from the concerned authorities / body / person etc. to his/her/its/their satisfaction before submitting the tenders. No queries in this regard shall be entertained whether before or after the last date fixed for opening tenders. The offerers / tenderers whose offer / tender is accepted by HDFC / the Authorised Officer of HDFC shall not raise any grievance / complaint and shall not be permitted to withdraw the offer after his/her/their/its offer is accepted by HDFC / the Authorised Officer of HDFC, either on the ground of discrepancy in size/area, defect in title or on any other ground whatsoever. After the offer of the tenderer / offerer is accepted by HDFC / the Authorised Officer of HDFC, such successful tenderer / offerer / purchaser and/or his/her/their/its assignee(s) / nominee(s), if any, shall be deemed to have unconditionally accepted all the terms and conditions of sale of the Immovable Properties / Secured Assets and further shall be deemed to have waived all objections as to the title, description, measurements etc. in respect of such Immovable Properties / Secured Assets.

17. Any error, mis-statement or omission shall not be a ground for annulment of the sale and shall neither discharge the successful tenderer(s) / offerer(s) / prospective purchaser(s) or their assignee(s) / nominee(s) of his/her/their/its obligations nor entitle such successful tenderer / prospective purchaser to claim any compensation. Where a sale is not confirmed in favour of any tenderer / offerer, such tenderer / offerer shall be entitled to receive back the EMD without interest. However, the tenderers / offerers shall not be entitled to any compensation or damages.

18. The purchaser shall be bound by the regulations of the local / any other authority, body, person etc. whether statutory or otherwise

as may be applicable with regard to the use, occupation and disposal of the Secured Assets / Immovable Properties in question. 19. The purchaser shall be required to bear / pay all expenses including but without limitation stamp duty, registration charges, society dues, municipal taxes, cess, transfer fee, premium and /or other expenses / charges incidental thereto in connection with transfer / sale of the Secured Assets / Immovable Properties in his / her / their / its name(s) or in the name(s) of his/her/their/its assignee(s) / nominee(s) / transferee(s).

20. After acceptance of the offer by HDFC / the Authorised Officer of HDFC, the Immovable Properties / Secured Assets shall remain and be at the sole risk of the successful tenderer / prospective purchaser in all respects including but not limited to loss or damage caused by fire, theft, force majeure or other risks from the date of acceptance of the offer by HDFC / the Authorised Officer of HDFC.

21. The movable properties / items / goods / personal effects etc. in the Immovable Properties / Secured Assets, if any, are not offered for sale and the tenderer(s) / Offerer(s) / purchaser(s) shall, at the request of HDFC / the Authorised Officer of HDFC, hold it in trust and/or as agent of HDFC / the Authorised Officer of HDFC / Borrower(s) / mortgagor(s) upon being called upon to do so and shall strictly act in accordance with or abide by the instructions / directions of HDFC / Authorised Officer of HDFC with regard to its disposal.

22. The tenderer(s) / offeror(s) may, if they so desire, inspect the relevant documents of title and papers pertaining to the immovable properties / secured assets in question available on HDFC's record. In the event the tenderers / offerers fail or choose not to inspect / scrutinize / verify the right, title, interest of or otherwise the entitlement, authenticity, genuineness or marketability of title of the borrower(s) / mortgagor(s) / owner(s) or their predecessor(s) in title to the immovable properties / secured assets offered for sale, it shall be presumed / deemed that the tenderers / offerers and/or their assignees/nominees wherever applicable have inspected / scrutinized / verified the documents of title and/or other papers pertaining thereto and further shall be imputed to have constructive notice of the contents thereof.

23. HDFC shall be at liberty to amend/modify/delete any of the terms and conditions at its sole discretion as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the tenderers / offerers / assignees / nominees and the tenderers / offerers / assignees / nominees shall be deemed to have accepted such revised terms and shall accordingly be bound by them.

24. Where the Immovable Properties / Secured Assets are subject matter of any suit, application, proceedings or litigation (lis pendens) before any court, tribunal, forum or any other authority, the tenderers / offerers / purchasers shall not claim any compensation, damages, interest etc. from HDFC / the Authorised Officer of HDFC in the event such court, tribunal, forum or any other authority annuls the sale or holds / declares the action initiated by the Authorised Officer of HDFC under the SARFAESI Act as illegal / irregular or for that matter upsets any prior order / direction passed in favour of HDFC / the Authorised Officer of HDFC at a later date or where title of the purchaser / tenderer / offerer is impeached on the ground that no case has arisen to initiate action and/or authorize sale or that due notice was not given or not received / served as contemplated or required under the provisions of the SARFAESI Act or that any one or more power was improperly / irregularly exercised by the Authorised Officer(s) of HDFC. The sale in such an eventuality shall

be subject to the outcome of such suit, application, proceedings or litigation whether filed before or after the date of opening tenders or before / after acceptance of the offer by HDFC / the Authorised Officer of HDFC and the Tenderer / Offerer / Purchaser / Assignee / Nominee shall abide by the order(s) / direction(s) that may be passed therein.

25. Words and expressions used herein but not defined anywhere under the terms and conditions of sale shall have the same meaning respectively assigned to them in the Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002 and the Rules framed thereunder.

26. The invalidity or unenforceability for any reason of any one or more term of the terms and conditions of sale shall not prejudice or affect the validity or enforceability of its other terms which shall continue in full force and effect.

27. Where a Tenderer / Offerer communicates his decision to withdraw his offer in writing to the Authorised Officer of HDFC at any time before the date fixed for opening the tenders, the Tenderer / Offerer shall be entitled to refund of the Earnest Money Deposit (EMD). a tender is withdrawn, it shall upon opening constitute an irrevocable offer and shall remain open for acceptance at the sole discretion of HDFC / the Authorised Officer of HDFC on the date fixed for opening tenders / offers.

28. Payment of the sale consideration should be made by the successful purchasers only at the **Coimbatore** Branch office of HDFC.

29. The Authorised Officer of HDFC shall have the right to cancel / postpone / defer / annul the tender sale, whether before or after opening the tenders, without assigning any reasons and without prior intimation / notice to the tenderers / Offerers.

30. The documents of title pertaining to the immovable property / secured asset will be available / made available for inspection between the date of publication of the Public Notice for Sale and the date fixed for opening the tenders with prior appointment and on the written request of the tenderers / Offerers. Any tenderer/ offerer who does not take inspection of the documents of title available with/ take inspection or cause to scrutinize, HDFC shall be deemed to have waived all objections with regard to the title of such immovable Secured assets.

31. The immovable properties / secured assets offered for sale will be open for inspection of tenderers / offerers / prospective purchasers on the date and time as set out in the public notice for sale (i.e. Tender Sale Notice publication)

32. No failure or delay by HDFC / the Authorised Officer of HDFC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and/or under the SARFAESI Act.

33. Unless the context otherwise requires under the terms and conditions of the tender sale:

“Tenderer(s)”, “**Offerer(s)**” and “**Purchaser(s)**” while being used interchangeably, shall be deemed to mean and include his/her/their/its legal heirs, legal representatives, executors, administrators, successors, assignees and nominees.

“**Borrower(s)**” shall include “**third party mortgagor(s) and Owner(s)**”.

“Sale Notice” means the Tender Sale Notice published in the News Papers for inviting tenders from the public for sale of immovable

properties / secured assets as envisaged under Rule 8(5) and 8(6) of the Rules.

“Terms and conditions of sale” shall include without limitation the terms, conditions and disclaimers stipulated / embodied whether in this Tender Document, Declaration, Offer Acceptance Letter, Tender Sale Notice publication, Affidavits, undertaking etc. as amended from time to time and every other document and writing as may be executed or caused to be executed by the tenderer(s) / offerer(s) / purchaser(s) forming an integral part of the Tender Document.

34. Notwithstanding anything contained hereinafter, any claim, dispute or difference arising between the tenderer / offerer / purchaser and HDFC / the Authorised Officer of HDFC in connection with the terms and conditions hereof or anything done or omitted to be done pursuant hereto shall be referred / submitted to the arbitration of a sole arbitrator to be appointed by HDFC. The Arbitration shall be held in **Coimbatore**. The Arbitration shall be governed by the laws prevailing in India, more particularly, The Arbitration and Conciliation Act, 1996, or any modification or re-enactment in force at the relevant time. The Arbitration shall be conducted in English Language. Each party shall bear its respective cost / expenses of Arbitration.

35. Any dispute / difference arising out of sale of the immovable properties/secured assets or offered for sale or in respect of any of the terms hereof which cannot be submitted to arbitration under these presents for any reason or are outside the scope / purview of arbitration whether on account of a subsequent legislation, amendment, reenactment, development etc. or otherwise for seeking any directions / orders necessary for the successful resolution of dispute through or incidental to Arbitration (where such a need arises and if permissible under law), only the Courts in **Coimbatore** shall have the exclusive jurisdiction to entertain, try and adjudicate such application / dispute to the exclusion of all other Courts.

36. Tenderers / offerers / prospective purchasers are requested to deal only with HDFC / Authorised Officer(s) of HDFC and should not deal with and/or refrain from dealing with any other individuals / persons claiming to be agents of HDFC. HDFC / The Authorised Officer of HDFC shall not be liable in any manner if loss, damage or harm is caused or occasioned to the Tenderer(s) / Offerer(s) / prospective purchasers for having directly dealt with individuals or persons claiming to be the agents of HDFC. Under no circumstances should the tenderers / offerers / prospective purchasers pay cash or otherwise hand over cheques / pay orders /

demand drafts or prepaid instruments favouring HDFC or payments in any other form (including electronic) or mode to any individual or third party otherwise than to HDFC / the Authorised Officer of HDFC and the tenderers / offerers / prospective purchasers shall be liable to indemnify and keep indemnified HDFC / the Authorised Officer of HDFC against all claims arising out of misuse of instruments (whether lost, stolen or otherwise) or third party claims against HDFC / the Authorised Officer of HDFC on account of HDFC having merely received any amounts or accepted / encashed / realized such instruments in good faith solely relying upon the representations of the tenderers / offerers / prospective purchasers. The liability of the tenderers / offerers / prospective purchasers to indemnify HDFC / Authorised Officer of HDFC shall continue notwithstanding conclusion / closure of the tender sale and/or issuance of Sale Certificate in favour of the tenderers / offerers / purchasers or their assignees / nominees and HDFC / Authorised Officer of HDFC shall have the right and power to cancel / annul the sale or withdraw the sale certificate in the event the title of the tenderers / offerers / purchasers / assignees / nominees to the instruments tendered for making payments or amounts paid to HDFC turns out to be defective at a later date.

37. The tenderers / offerers shall not abet or indulge into any anti-competitive and/or collusive activities in any form or manner and/or act in concert with fellow tenderers / third parties.

38. HDFC / the Authorised Officer of HDFC reserves the right to annul the tender sale at any time prior to its closure without any liability or obligation for acceptance / rejection of the tenders and without assigning any reason.

39. If any provision / clause / term / condition of this document or any other document executed by the offerer(s) / tenderer(s) in this connection is held or declared to be invalid by a court of competent jurisdiction, all other provisions / clauses / terms / conditions hereof or such other document shall remain in full force and effect.

40. The Tender/ Offerer is required to notify to HDFC his/her/their/its status whether resident or a Non-Resident / Person of Indian Origin or any subsequent change in such status. Where the tenderer(s) / offerer(s) or any of them is/are Non Resident Indian(s) or Person(s) of Indian Origin as per the provision of the Foreign Exchange Management Act, 2000, or any other law in force in India, such tenderer(s) / offerer(s) shall have obtained all permissions, authorizations, approvals, sanctions and fulfilled all conditions prescribed therein as may be required.

Sd/-

The Authorised Officer of HDFC Ltd.
appointed under the Securitisation And Reconstruction
Of Financial Assets And Enforcement of Security Interest Act, 2002.

I / We have read and understood fully the terms and conditions specified in the Public Notice for Sale of the above mentioned Immovable Property / Secured Asset and the terms and conditions mentioned above in this Tender Document and I/we unconditionally submit to the terms of sale, declaration and other documents.

_____ (Signature of the Offerer(S) / Tenderer(s))

_____ (Full Name of the Offerer(s) / Tenderer(s))

Place: _____

Date: _____

TERMS & CONDITIONS FOR ONLINE AUCTION

The General Rules and Regulations provided herein govern the conduct of Online Auction by inviting tenders arranged by "mjunction services ltd." on its Online Auction Platform. These rules cover the roles and responsibilities of the parties in the Online Auction by inviting tenders on the Online Auction Platform. Unconditional Acceptance and strict adherence to these General Rules and Regulations governing the conduct of online auction and the General Terms and Conditions for Sale of assets from HDFC, is a pre-requisite for ensuring participation in the online auctions.

Definitions:

- ❖ **HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED:** HDFC is one of the leading financial institutions of India through its Authorized Officer.
- ❖ **mjunction:** mjunction services limited
- ❖ **Customer:** Any person viz an individual, OR a proprietor, OR a partner, OR an authorized representative of any company, who has registered with the Auctioneer by making the payment of the requisite **Earnest Money Deposit (EMD)** to Authorized Officer, HDFC and has also submitted the duly filled in along with the Declaration attached hereto on or before the tender submission date.
- ❖ **Secured Assets:** The assets which are put up for Sale through inviting tenders followed by online auction are referred to as Secured Assets. This online auction is being conducted for HDFC on the Online Auction Platform of "mjunction").

Role of "mjunction services ltd."

1. Finalization of the auction items in consultation with HDFC.
2. Defining the bidding rules for each auction in consultation with HDFC.
3. Enhancing Customer awareness of and comfort with the online auction mechanism and bidding rules.
4. Input of the Auction items and defining the bidding rule in the auction engine.
5. Enlarging the successful Customer base by introducing new Customers.
6. M/s mjunction shall assist the Authorized Officer to collect the EMD from the participants to prevent the incidents of successful bidders withdrawing from buying the assets.
7. Providing access to the Customers to participate in the Online Auction.
8. Summarizing the Online Auction proceedings and communicating its outcome to HDFC.

ROLE OF CUSTOMER

The role of the Customer is **set out** below:

1. The Customer would participate in the online auction with the aim of bidding to secure the auctioned item in the

auction. Access to the auction mechanism shall be provided to all the approved Customers subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of **Earnest Money Deposit (EMD)** & Security Deposit (SD) as decided by the HDFC before the start of the Auction will be one of the necessary conditions for participating in the online auction.

2. Customers hereby **unconditionally and irrevocably declare and** confirm that they shall take possession of the asset (being bid for) at the price quoted by them at the online auction AND at the terms and conditions specified herein by HDFC. All Prices quoted shall be legally binding on the Customers. Customers are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during bidding shall render the Customers liable for penal action as deemed fit by HDFC / mjunction **including forfeiture of Earnest Money Deposit (EMD)**.
3. In the event of **acceptance of the winning bid** in the online auction, such Customer shall unconditionally **and irrevocably** to fulfill the obligations attached to the contract.

BIDDING RULES

The Bidding Rules refer to the information and terms defined specifically for a particular online auction. The purpose of the Bidding rules is to provide Customers with the information and terms specific to the online auction in which they are bidding. This would include:

- Definition of the lot bidding
- Start Time and duration of the online auction
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
- Start Bid Price
- Specified Unit for Bidding
- Price Increments and any reduction in the price increment in the auction in the event of inactivity
- Other attributes (informational/non-negotiable in nature) While it shall be the endeavor of mjunction to specify these rules at the earliest for each online auction by inviting tenders, mjunction shall retain the right to delay the announcement of these bidding rules or modify rules specified earlier at the time of the bidding. Participation in the online auction process presumes complete awareness and understanding of the bidding rules.

CONDUCT OF THE ONLINE AUCTION:

Only those Customers who have been registered with mjunction & approved by HDFC and who have submitted stamped and manually signed General Rules and Regulations governing conduct of online auction along with Letter of Interest, required **Earnest Money Deposit (EMD)** amount and other necessary documents to HDFC within the specified time will be allowed to participate in the online auction.

HDFC retains the right to cancel or reschedule the auction for any of the following reasons:

- The number of confirmed Customers is insufficient to conduct the auction.
- There are no bids which are equal to or below Reserve Price.
- Any other reason which in the opinion of HDFC requires such action to be initiated & taken.
- The duration of auction may also vary from the pre-specified period of time either on account of termination of the online auction by HDFC.

Or In case of situations where it is felt that continuance of the online auction proceedings is prejudicial to the smooth conduct and / or the integrity of the online auction process.

Or Due to Auto Extension during the online Auction, duration may increase from specified period. In the event of any problems being faced in the smooth conduct of the online auction, mjunction with the approval of the Competent Authority of HDFC shall have the right to undertake one or more of the following steps:

1. Cancellation/ premature termination of the online auction with/ without a subsequent rerun of the online auction on a mutually decided date;
2. Cancellation of a bid ;
3. Locking / deactivate a Customer's account (suspension of operations in the account), etc.

LIABILITY OF "mjunction"

"mjunction" shall not be liable to HDFC / Customers participating in the auction or any other person(s) for:

- Any breach of terms & conditions governing the auction by any of the Customers
- Any delays in initiating the online auction or postponement / cancellation of the said Online Auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While, reasonable care and diligence will be taken by "mjunction" to discharge its responsibilities such as design of the bidding process, communication of bid details and rules, guidance to HDFC / Customers in the Online Auction and placing bids, etc. the Customers shall specifically keep mjunction indemnified against all liabilities for any shortcomings on these aspects.

It is clearly understood that these activities are undertaken by mjunction to **purely** assist the Customers in participation and the ultimate responsibility on all these counts lies wholly with the Customers.

CONFIDENTIALITY CLAUSE:

mjunction undertakes to handle any sensitive information provided by HDFC or confirmed Customers for the auctions conducted with utmost trust and confidentiality.

General Terms and Conditions:

1. The Customers should have a valid e-mail ID which shall be disclosed in the declaration submitted at the time of registration.
2. In no event shall mjunction be liable for any loss or damage

caused to the Customers. The Customers have understood in full that mjunction has provided a source of supply and has nothing to do with regard to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, laws and regulations, etc. to be followed. Since mjunction does not possess knowledge base of the properties under transaction, both the parties agree that the matter contained in the assets as a part or as a whole does not violate any applicable law.

No complaint will be entertained in this regard.

3. mjunction runs its business on the basis of a robust Website. **HDFC/ mjunction will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise.**
4. Interested parties to **participate** in online auction shall register with mjunction by submitting the Requisite Form.
5. Customers are advised to change the Password. Refer the "Steps of Actual Bidding Procedure".
6. **Conditions Applicable during "ONLINE Bidding"**.
 - a. Time Extension: If any market-leading bid (bid higher than the highest at the point in time) is received within the last 3 minutes ("Time Extension" as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.
 - b. Training: Mjunction will provide training (online) if required by the Customers as mentioned in the Schedule.
 - c. Bids: All bids placed are legally valid bids and are to be considered as bids from the Customer himself. Once the bid is placed, the Customers cannot reduce or withdraw the bid for whatever reason. If done so, HDFC will forfeit the Earnest Money Deposit (EMD). The highest and the latest bid on the Auction shall supersede all the previous bids of the Customer.
7. **Training:** For Customers who have indicated their interest for participating in the online auction, a training session will be arranged on above mentioned dates by mjunction services Ltd. Only those Customers who have registered themselves for the online auction by submitting the "Declaration Form" duly filled in and have paid the EMD and participate in this training session. No training will be given during the Actual Auction.
8. A **Note of caution** for the Customers: Customers may encounter certain unforeseen problems such as time-lag, heavy traffic, system/power failure at the Customers end. To avoid losing out on bidding because of above mentioned reasons, it is advised not to wait for the last moment. Furthermore, HDFC /mjunction shall not be responsible for the consequences arising out of such unforeseen logistic/technical snag.
9. Employees of mjunction services Ltd would also be eligible to participate in the online auction. But, they would have to give declaration in advance in this regard. The internal policy drafted by mjunction in this regard would strictly be followed. In case employees or their relatives are participating in the auction, the concerned employee will not be allowed to use the office infrastructure to participate in the auction and they would not be given any added information, relaxation or facilities.

INSTRUCTIONS FOR FILLING UP THE TENDER DOCUMENT:

The Tender Document should be duly filled up and signed and should be accompanied by a copy of any of the following documents / Proof of Identity etc. of the Offerer(s) / Tenderer(s):

In case of an **Individual**, self attested copies of:

1. Passport
2. PAN Card
3. Driving License
4. Voter's Identity Card
5. Photo Ration Card
6. Photo Debit / Credit Card issued by a Bank.
7. Any other identification with Photograph (subject to satisfaction of the Authorised Officer of HDFC

1. In case of a **Sole Proprietorship Concern**, a Bank Confirmation should be furnished to the effect that the individual signing / executing the tender is the sole proprietor thereof and further stating that the Account from which payments are made or pay orders / Demand Drafts are issued is maintained / operated by and in the name of the Sole Proprietorship Concern. The Tender Document should be signed / executed by the Sole Proprietor and the seal / stamp of the Sole Proprietorship Concern should be affixed wherever required. In addition to the above, a PAN Card or any other document like Sales Tax / VAT / GST etc. registration certificate in the name of the sole proprietorship concern should also be furnished.
2. In case of a **Partnership Firm** (including a Limited Liability Partnership Firm i.e. LLP), a certified true copy of the Partnership Deed along with the proof of registration of the firm with the Registrar of Firms should be submitted. The Tender Document should be jointly signed / executed by all the partners of the firm or by such partner/s holding a valid and express authority from the other partners, duly empowering any such one or more partner/s to execute, submit tender(s) on behalf of the Partnership Firm and/or otherwise represent the Partnership Firm subject however to the provisions contained in the Indian Partnership Act / the Limited Liability Partnership Act, as the case may be.. The seal / stamp of the Partnership Firm should be affixed wherever required.
3. In case of a **Company**, a certified true copy of the Certificate of Incorporation, Memorandum and Articles of Association along with necessary Resolutions of the Company should be submitted. The Tender Document should be signed / **executed** by the Director/s empowered to sign and represent the company as per the resolutions passed from time to time and/or as set out in the Memorandum and Articles of Association of the Company subject however to the provisions contained in the Companies Act, 1956. The Common Seal / stamp of the Company should be affixed wherever required. The main objects of the company and/or other objects incidental to the main objects as enshrined in the Memorandum and Articles of Association of the Company should clearly include and/or indicate the power/right/authority of the Company to buy, purchase, hold or acquire immovable properties.
4. In case of a **Trust**, a certified true copy of the Trust Deed clearly setting out the names of the beneficiaries along with the proof of registration of the Trust, if any, should be submitted. The Tender Document should be jointly signed / executed by all the

Trustees or by such Trustee/s holding a valid and express authority from the other Trustees, empowering any such one or more Trustees/s to execute or submit tender(s) on behalf of the Trust and/or otherwise to represent the Beneficiaries of the Trust subject however to the provisions contained in the Indian Trusts Act or any other state or central legislation / enactment dealing with trusts. The seal / stamp of the Trust should be affixed wherever required. A Bank Confirmation should be furnished to the effect that the individual(s) signing / executing the tender document(s) is/are the Trustee(s) thereof and further stating that the Account from which payments are made or pay orders / demand drafts are issued is maintained / operated by and in the name of the Trustee(s) of the Trust on behalf of the individuals beneficially entitled to the amounts in the said account and the amounts form part of the Trust Property. The main objects of the Trust and/or objects incidental to the main objects as enshrined in the Trust Deed should clearly include and/or indicate the power/right/authority of the Trustees to buy, purchase, hold or acquire immovable properties. Whenever called upon by HDFC / the Authorised Officer of HDFC., the Trustees should obtain / procure a confirmation of all the beneficiaries of the trust.

5. In case of a **Hindu Undivided Family (HUF)**, a certified true copy of the HUF Declaration clearly setting out the names of all the members / co-parceners alongwith PAN Card in the name of the Karta of the HUF should be submitted. The Tender Document should be signed / executed by the Karta on behalf of the HUF or any other coparcener empowered to represent the HUF. The seal / stamp of the HUF should be affixed wherever required. A Bank Confirmation to the effect that the individual signing / executing the Tender Document, Declaration etc. is the Karta thereof and further stating that the Account from which payments are made or pay orders / Demand Drafts are issued is maintained / operated by and in the name of the HUF should be furnished. The Bank should also confirm the names of the members and/or coparceners of the HUF in writing.
6. Full signature of the tenderers / offerers along with stamp / seal wherever necessary is also required to be affixed on each page at the place marked [X] in token of acceptance of the terms and conditions of the tender sale.

HOUSING DEVELOPMENT FINANCE CORPORATION LTD. (HDFC)

Regd. Office: Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Mumbai – 400 020.

HDFC Ltd, No 29, Kamaraj Road, Near Circuit House, Coimbatore – 641018

Immovable Property(ies) / Secured Asset(s) taken over under the Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002, Put up for Sale On “**as is where is**” & “**as is what is**” basis.

TENDER DOCUMENT

A	Reference : Public Notice for Sale (Tender Sale Notice) advertised in Newspapers viz: _____ dated _____ & _____ dated _____ .				
B	Name/s of the Tenderer/s [In the case of a Proprietary Concern / Partnership Firms including LLPs / Company / Trust / HUF please also give name(s) of the Proprietor / Partner(s)/ Designated Partner(s) / Director(s) / Trustees / Members or Coparceners]				
C	Name(s) of HDFC’s Borrower(s).				
D	Details of Pay Order(s) / Demand Draft(s) Submitted Earnest Money Deposit (EMD)	Drawn on (Scheduled Bank Details)	Pay Order / Demand Draft No.	Date	Amount Rs.
E	Details of Immovable Property / Secured Asset for which Tender is submitted. Note : Tenderer(s) / Offerer(s) desirous of submitting tenders for more than one Immovable Property(ies) / Secured Asset(s) should fill up separate Tender Document for every such Immovable Property / Secured Asset.				Offer Amount (Rs.)
F	Sr. No. of Immovable Property / Secured Asset as given in the Public Notice For Sale	Details of Immovable Property / Secured Asset as given / appearing in the Public Notice For Sale inviting tenders.			

Affix a Latest Photograph (In case of Individuals Only) Tenderer No. 1	Affix a Latest Photograph (In case of Individuals Only) Tenderer No. 2	Affix a Latest Photograph (In case of Individuals Only) Tenderer No. 3
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DECLARATION

The Authorised Officer
HDFC Ltd, No 29, Kamaraj Road,
Near Circuit House,
Coimbatore – 641018

Dear Sir,

I/We, the tenderer(s) / offerer(s) aforesaid do hereby state that, I/we have read the terms and conditions for sale of immovable properties / secured assets mentioned in the Public Notice for Sale (Tender Sale Notice), Tender Document, Declaration etc. and understood them fully. I/We, hereby unconditionally agree to comply with and to be bound by the said terms and conditions.

I/We further declare that I/we intend to purchase the above referred immovable property / secured asset from HDFC for my/our own use or for the use of my/our assignee(s)/nominee(s) and that the information furnished by me/us in the Tender Document is true and correct to the best of my/our knowledge and belief. I/We understand / agree that in the event any of the statement/information furnished by me/us is found to be incorrect and/or untrue and/or I/we default in making payment within the stipulated period or otherwise fail to comply with the terms and conditions of the tender document, my / our tender shall be treated as invalid and liable to be rejected and in such an eventuality 25% of the sale consideration / sale price deposited with HDFC shall stand forfeited and HDFC / the Authorised Officer of HDFC shall be at liberty to annul the sale / withdraw its acceptance to the offer made to me/us at any point of time. I/We also agree that after acceptance of my/our offer for purchase of the immovable property / secured asset by HDFC / the Authorised Officer of HDFC, if I/we fail to act upon the terms & conditions of the offer acceptance letter or am / are not able to complete / conclude / consummate the transaction within the time limit specified in the offer acceptance letter / Tender Document or the Act for any reason whatsoever and / or fail to fulfill or comply with any / all the terms & conditions of the Tender Document, Public Notice for Sale, Declaration, undertakings, Affidavits, Offer Acceptance Letter etc., 25% of the sale consideration / sale price deposited with HDFC by me / us shall be liable to be forfeited by HDFC.

Notwithstanding what is stated hereinabove and in the event HDFC decides not to cancel / annul the offer, I / we hereby declare and confirm that HDFC shall have the right to proceed against me / us for specific performance of the contract.

I / We hereby declare that the amount tendered / paid by me/us towards the Earnest Money Deposit (EMD) and/or the amounts that will be tendered / paid by me/us or caused to be tendered / paid on my/our behalf and/or by my/our assignee(s) / nominee(s) in future towards sale consideration (in the event my/our offer is accepted by HDFC), is / shall be generated through legitimate sources and doesnot / shall not include directly or indirectly any proceeds derived/arising out of any scheduled offence committed/abetted by me/us and/or is not designed/intended for the purpose of contravention or evasion under the Prevention of Money Laundering Act, 2002, the Rules framed thereunder and guidelines issued by the National Housing Bank (NHB) on Anti Money Laundering, or under any other law for the time being in force.

I/We hereby covenant, agree and undertake to indemnify and keep indemnified, save harmless HDFC against any loss that may be caused or occasioned on account of breach of the terms and conditions of sale whether by me/us or my/our assignees / nominees including but not limited to the Tender Document, Sale Notice, Declarations, Undertakings, offer acceptance letter etc. or in the event any of my/our representations, statements, disclosures etc.

whether under the Know Your Customer (KYC) Guidelines and/or the Prevention of Money Laundering Act, 2002, or otherwise turns out to be false or incorrect for any reason whatsoever or for that matter any material information is suppressed and also against all costs, losses, charges, expenses, damages or payments whatsoever that HDFC may make, be liable to pay, suffer or incur consequent upon any act, deed, matter or thing done or executed or omitted by me/us or my/our agent/s, substitute/s, assignee/s and/or nominee/s.

I / We am / are aware that in the event HDFC / the Authorised Officer of HDFC perceives, construes or has reason to believe that any one or more transactions / payments made by me/us or by my/our assignees / nominees as dubious, suspicious or undesirable (which reasoning shall be final and binding upon the tenderer / offerer / purchaser and/or his/her/their/its assignee(s) / nominee(s) and shall not be open to challenge), HDFC / the Authorised Officer of HDFC reserves the right to unilaterally withdraw, cancel and/or annul the transaction / sale without assigning any reasons and inform / intimate such law enforcement agencies as it may be deemed fit and proper for investigation .

I / We am / are aware that if, for any reason the amounts tendered by me / us towards sale consideration is attached and/or seized or rendered liable for attachment and/or seizure or any reason whatsoever in the hands of HDFC, the sale shall without any further act, deed or thing stand and/or be deemed to have been cancelled / annulled notwithstanding execution and/or registration of the Sale Certificate in my / our favour and I/we hereby agree and undertake to handover or cause to be handed over to HDFC / the Authorised Officer of HDFC, all the documents of title and other papers, sale certificate, possession receipts, letters etc. in my/our possession/custody/control immediately, without any demur or protest and render full co-operation to HDFC / the Authorised Officer of HDFC in every manner possible.

I/We hereby confirm that the entire / part of the sale consideration / sale price tendered rightfully belongs to me/us and has been paid and/or Payorders, Demand Drafts, Instruments purchased or issued from my/our account maintained with banks whether singly or jointly with others. I /We hereby confirm that the joint account holders have no objection to my/our making payment towards part / entire sale consideration to HDFC for purchasing / acquiring the Immovable Property / Secured Asset in question.

I/We are not disqualified in any manner and have full authority to submit tenders and enter into binding obligations and I/we is/are not under any disability, restriction or prohibition that shall prevent me/us from performing or observing any of my/our obligations under the tender sale.

I /We am /are satisfied with the procedure followed and compliances done by the Authorised Officer of HDFC under the SARFAESI Act and the Rules framed thereunder and I/We have independently ascertained that no irregularity exists or has been committed by HDFC / the Authorised Officer of HDFC while exercising powers thereunder. If sale is vitiated on account of any one or more irregularities in the procedure, I shall not hold HDFC / the Authorised Officer of HDFC responsible in any manner for having exercised powers under the SARFAESI Act in good faith. I/We hereby unconditionally agree and undertake to abide by and / or comply with order(s) / direction(s), if any, passed or that may eventually / ultimately be passed in any suit, application, proceeding, litigation by a court, tribunal, forum or any other authority touching or concerning the immovable property / secured asset in question.

I/We am/are aware of the inherent risks of purchasing Immovable Properties / Secured Assets at a tender sale. I/We confirm that I/we have been given / afforded an opportunity to ask questions and satisfy myself/ourselves before signing/submitting the tender document / declaration, affidavit, undertakings etc. I/We also confirm having perused / scrutinized / inspected or caused to have perused / scrutinized / inspected all the documents of title pertaining to the Immovable Property / Secured Asset in question available with HDFC before submitting the Tender Document. I/We also confirm having physically inspected the Immovable Property/Secured Asset in question and made necessary



enquiries with the society / condominium / association / company / builder / local authority / gram panchayat / statutory corporation / registration office etc. I/We also confirm having apprised myself / ourselves as regards the nature of proceedings/suit pending before the court/tribunal/authority wherever applicable, prior to submitting the Tender Document.

Notwithstanding the above and despite having been informed about the potential risks / hazards of purchasing an Immovable Property / Secured Asset in a tender sale by the Authorised Officer of HDFC, I shall not hold HDFC / the Authorised Officer of HDFC responsible for consequences arising out of accidental, honest and unintentional non-disclosure / erroneous disclosures or omissions of material facts. I exonerate HDFC / the Authorised Officer of HDFC from accidental, honest and unintentional non-disclosures / omissions including accidental, honest and unintentional non disclosures / omission between the date of publication of the sale notice till the date fixed for opening of tenders and/or any time thereafter.

I/We hereby undertake and assure that I/We shall not indulge in any anti-competitive and/or collusive activities and I/we have not done any act, deed or thing which could be regarded as anti-competitive.

I/We hereby certify that all averments and submissions made under the tender/offer are true and correct and I/we am/are aware that making false statement is/will be a material breach of the contract.

Yours faithfully,

Date: _____

Place: _____

FULL NAME & SIGNATURE OF THE OFFERER (S)/ TENDERER(S)

Address - Office : _____

Residence : _____

Tel.No. Office : _____ Residence: _____
 Mobile No. _____ Fax No. _____

email address _____

Format of Application for '**Online Bidding**' to be duly filled and submitted by Tenderers to HDFC

DECLARATION

DATE:

To

**Housing Development Finance Corporation Limited (HDFC Ltd),
No 29, Kamaraj Road,
Near Circuit House,
Coimbatore – 641018**

Dear Sirs,

Re: Permission to make online bidding

1. I/We request HDFC /mjunction to allot User-id and password to me/us and activate the same to enable me/us to participate in the above mentioned auction by way of inviting tenders.
2. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that mjunction/HDFC shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.
3. I/We understand my/our inability to participate in online auction event due to disruption of my /our internet services, or due to bandwidth problems with my/our local internet mjunctions are beyond the control of the mjunction.
4. I/We confirm that I/we have been provided training by mjunction in order to participate in the said Auctions. I/We agree to update ourselves regarding any changes made to the catalogue from the website of the Mjunction/HDFC and bid accordingly.

Thanking you,

Yours faithfully

Signature of Customer
(Name of the person signing)

Date:

Place:

Statement of Interest Form (Sol) - Bidding Customers for Property Auctions

The statement of Interest is to be signed by the authorized signatory of the interested organization. (The accepted signatory would be the sole proprietor in case of a sole proprietorship, the partner in case of a partnership firm, and the director in case of private & public limited companies.) In case of Individuals the signature should be of the person in whose name the property will be transferred.

1. Following documents are required to be submitted along with the Statement of Interest

a) Photo copy of PAN Card

b) Any address proof

(Copy of the Passport, Election Commission Card, Ration Card, Driving license)

On receipt of duly completed Statement of Interest, Mjunction services limited shall verify & evaluate your interest. After due verification, our representative shall impart training on availing mjunction services ltd's services. Our head office in Kolkata will complete formalities regarding your account and will inform you about the details of your user ID and password.

Name Company/Individual: _____

Address / Registered Address:

City : _____ Pin: _____ State: _____

Email: _____

Mobile: _____ Phone: _____

SMS Alerts Interested in (Please tick): Y/N

Signature:

Name of the Person:

Name of the Company with Seal (if company):

Agreement

I /We: _____

Son/daughter of: _____

Resident of: _____

Agree as below:

1. I/We confirm that the information furnished by me/us to mjunction services limited are all true and correct to the best of my/our knowledge and belief and no material facts have been concealed by me/us. I am competent and authorized to enter into agreements on behalf of my firm.
2. I/We hereby understand and agree that the responsibility of preserving and maintaining the confidentiality and secrecy and security of my/our Login ID and transaction password (as also that of "secret question"/ "secret answer" combination) solely rests upon me/us and I/We shall be solely responsible for any breach/loss in this respect. I/We also understand and agree that without authorized written instructions from me/us, new password shall not be re-issued by mjunction services limited.
3. I/We agree to continually change the password (as also that of "secret question"/ "secret answer" combination) and keep it confidential. I/We agree that mjunction shall not be held responsible in any way for any loss that may be suffered by me/us as a result of disclosure of the password to any other person.
4. I/We agree and undertake to ensure that the safety, security, data integrity service or any other facts/information of auction is not compromised with anyone else.
5. I/We understand and agree that mjunction services limited shall not be liable for any inappropriate list send by the seller.
6. I/We agree that mjunction shall not be liable/responsible for any interruption in e-selling auction service caused by any means.
7. I/We confirm to have read the specific terms and conditions that are displayed on mjunction website regarding the auction event. I/We agree to strictly abide by any and all the Terms and Conditions displayed on the mjunction website.
8. I/We understand and agree that my/our security deposit/Bank guarantee is liable to be forfeited on infringement/breach of any Terms and conditions as prescribed from time to time by mjunction or it's Client (seller). I /We agree that mjunction will be well within its right to take any punitive measure against me/us including permanently debarring/blacklisting from participating in any and all mjunction events.
9. I/We understand and agree that all voice communications made by me/us with the auction room of mjunction are recorded and kept for future reference and action, if necessary. I/We further agree and confirm that any and all such verbal communication and instructions passed by me/us shall constitute a valid communication and shall be treated as valid contractual obligation cast on me/us to ratify such communication/instruction in writing as and when required by mj
10. In no event mjunction shall be liable to the customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Services and/or this Agreement, including without limitation any: -
(i) Loss of data; (ii) Interruption or stoppage to the Customer's access to and/or use of the online market/exchange (website portal); Arising out of the performance of the Services or otherwise
11. Mjunction expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings, which may arise in respect of the Services
12. I/We understand and agree that Mjunction makes no warranty, representation or promise not expressly set forth in this agreement. Mjunction disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement, except as expressly set forth herein. Mjunction makes no warranty with respect to any software, product, configuration or system tested, analyzed or reviewed by mjunction and does not warrant that they are without defect or error, except as expressly set forth herein. The results, data, performance, and information reported or disclosed by mjunction in connection with the services or this agreement are not warranted and customer bears all risks of reliance thereon. Mjunction does not warrant that any results, data, performance or information can be reproduced, repeated or verified (i.e., they may vary). Except as expressly set forth herein, the methodologies, equipment, software, practices, procedures, and technology used by mjunction in connection with the services are not warranted; and except as expressly set forth herein there shall be no claim against mjunction based on any of the foregoing ;or any alleged or actual inadequacy, malfunction, defect, or incompleteness of or in the foregoing
13. I/We agree to ratify all the acts of mjunction carried out in good faith and will keep mjunction indemnified, defend and hold mjunction harmless from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees) arising out of any breach or alleged breach of this agreement, performance of the obligations hereunder, or any representation or misrepresentation made by with regard to the subject of this Agreement.
14. I/We agree and undertake not to resort to any activity (ies) having the impact or causing interference to the system (hardware, software, Internet related application, servers etc.) I/We understand that mjunction strictly forbids me/us from indulging in any of the cyber crime activities including, but not limited to (a) unauthorized access(b) e-mail bombing (c) data diddling(c) Salami attack (d) internet time theft (e) logic bomb (f) virus/worm attack (g) Trojan attack (h) distributed denial of service attack (i) denial of service attack(j) email spoofing (k) cyber pornography(l) intellectual property crime (m) cyber stalking.
15. I/We agree to submit ourselves for resolution of any disputes with mjunction in the manner as prescribed herein

below: Arbitration, Governing Law & Jurisdiction

(a) Arbitration: Dispute or differences arising out or relating to this undertaking/Agreement shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited. The Arbitration proceedings shall be governed and regulated by the provisions of Indian Arbitration and conciliation Act, 1996 and the rules framed there under alongwith amendment made thereto up-to-date. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be at Kolkata.

(b) Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

(c) Jurisdiction: The Courts at Calcutta shall have exclusive jurisdiction.

Signed by Authorized Signatory:

(with stamp in case of Company)

Date:

Place: