

1. The description of the property/properties provided by the particulars specified in the respective Sale Notice have been stated to the best of the information of the TCFSL or Authorised Officer, and the TCFSL or Authorised Officer shall not be answerable for any error, misstatement or omission in this proclamation. In the event of any dispute arising as to the amount bid, or as to the bidder(s), the lot shall at once again be put up to auction.
2. The interested purchasers shall be permitted to participate and bid in the E-Auctions only if EMD Amount has been received by TCFSL along with the KYC documents. The properties shall not be sold below the Reserve Price.
3. In case only single bid is submitted for the Secured Asset then Authorised Officer/TCFSL, at its sole discretion, may declare such bidder as Successful Bidder.
4. Neither TCFSL or the Authorised Officer undertakes any responsibility to procure any permission/license/approvals, etc. From any person/department/authority/Government etc. In respect of the Secured Asset offered for sale.
5. The highest bidders shall be declared to be the purchaser of any lot provided always that he is legally qualified to bid and provided further that the amount bid by him is not less than the reserve price. It shall be in the discretion of the 'Authorized Officer' to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.
6. For reasons recorded, it shall be in the discretion of the 'Authorized Officer' to adjourn, postpone or cancel the sale/E-Auction without assigning any reason thereof.
7. The Successful bidder shall pay all the statutory dues/taxes/charges/fees/housing society property tax/electricity/water, etc., if any. If the intending bidder requires, he should appraise himself about various dues from different organization before bidding. TCFSL holds no responsibility to provide information about the same.
8. The intending bidders should make their own independent inquiries regarding the encumbrances, titles of properties put on auction and claims/rights/dues/affecting the Secured Asset, prior to submitting to their bid. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment of any representation on behalf of TCFSL. The Secured Asset is being sold with all the existing and future encumbrances whether known or unknown to TCFSL. The Authorised Officer of Secured Creditor shall not be responsible in any way for any third party claims/rights/dues.
9. Sale of immovable property/properties shall be strictly subject to Terms and conditions and Disclaimers stipulated in the Public E-Auction Sale Notice, prescribed bid document, offer Acceptance Letter and any other related documents.
10. It is clarified that no unsolicited correspondence, of any nature, shall be entertained by the Authorised Officer/TCFSL. The intending purchasers acknowledge that TCFSL/Authorised Officer is not obliged to respond to questions or to provide clarifications.
11. The eligible bidder(s) may participate in the e-auction bidding from their own offices/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/herself/itself/themselves. The Authorised Officer/TCFSL/e-auction service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure, etc.

12. The person declared to be the purchaser shall, immediately after such declaration, deposit twenty-five per cent of the amount of purchase money to the 'Authorized Officer'. In default of such deposit, the EMD shall be forfeited and the property shall forthwith be put up again and resold.
13. In case the initial deposit is made as above said, the balance amount of the purchase money payable shall be paid by the purchaser to the 'Authorized Officer' on or before the 15th day from the date of confirmation of the sale of the property, exclusive of such day, or if the 15th day be a Sunday or other holiday, then on the first office day after the 15th day, which can be extended as may be agreed upon in writing between the Successful Bidder and TCFSL/Authorised Officer. In default of payment within the period mentioned above, the property shall be resold, after the issue of a fresh proclamation of sale and all amounts deposited till then shall stand forfeited by the TCFSL and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold. The Secured Asset shall be resold at the discretion of the Authorised Officer.
14. By accepting this document, the Bidder(s) undertakes not to question, challenge, raise issues against the decision of the TCFSL/Authorised Officer, in any court of law, tribunal, forum, regulatory authority, etc.
15. Transfer of the Secured Asset to the Successful Bidder shall be effected by the Authorised Officer via execution of the Sale Certificate in accordance with the Security Interest (Enforcement) Rules, 2002, only upon receipt and realization from the Successful Bidder of the entire purchase consideration and execution by Successful bidder of such other documents as may be deemed necessary by the Authorised Officer.
16. As from the date of confirmation of the Bid as Successful bidder of the Secured Asset, all the risk, costs, responsibilities including the risks and costs as regards any loss or damage to the Secured Asset by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever shall be that of the Successful Bidder and neither TCFSL nor the Authorised Officer shall be liable for any such loss or damages.
17. By accepting this document the Bidder(s)/Successful Bidder undertakes to keep TCFSL indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses to be incurred by TCFSL), which shall suffer as a result of any failure on the part of the Successful Bidder and to meet and clear any such liabilities, encumbrances and dues or any claim, proceedings, litigations, made by any person related or unrelated to the Secured Asset in respect of such liabilities, encumbrances and dues. By accepting this document, the Bidder/Successful Bidder undertakes to keep TCFSL indemnified and save harmless the TCFSL from any and all claims, losses, penalties, damages, etc. On account of any deficiency in respect of stamp duty payable on the Sale Certificate which shall be executed in favor of the Successful Bidder/Purchaser by TCFSL for sale of the Secured Asset under the provisions of SARFAESI Act and Rules made thereunder.
18. Conditional Bid may be treated as invalid and contingent Bid shall be treated as invalid.
19. The Bidder shall not be entitled to withdraw or cancel Bid once submitted.
20. The Successful Bidder shall be bound by the regulations of the local/any other authority, as applicable with regard to the use of the Secured Asset.
21. The Authorised Officer reserves its right to reject any or all Bid(s) without assigning any reason and in case all the Bid(s) are rejected, either to hold negotiations with any of the Bidder or any other

party/parties or invite fresh bids or through any other process at any stage before confirmation of the sale and in that event, in his/her absolute discretion, to follow a different method for conduct of sale to realize highest sale value of the Secured Asset or to adopt or resort to any other remedy available to it for recovery of its dues. Upon such action on the part of the Authorised Officer, the bidders shall not be entitled to claim any interest, compensation or damage on any ground whatsoever from the Authorised Officer or TCFSL. The decision taken by Authorised Officer shall be final.

22. The interested Bidder shall furnish to the satisfaction of the Authorised Officer, particulars for the purpose of KYC norms, information regarding the source of its funds and such other information as may be necessary in the context of bid/sale. Any falsehood, inaccuracy or incompleteness in this regard in any respect by a bidder, shall lead to disqualification of such bidder.
23. Removal of encroachments and /or unauthorized tenants/constructions, if any, on the Secured Asset as also resolution of the pending litigation including title dispute, if any, in respect of the Secured Asset shall be the sole responsibility of the Successful Bidder and TCFSL does not take any responsibility in this regard.
24. Any expenses (by whatever name called) incurred towards moving, handling, relocating, transportation, demarcation in respect of any action related to Secured Asset and any other incidental expenses including insuring labourers for the same shall be borne by the Successful Bidder and TCFSL shall not be liable for the same.
25. The Authorised Officer shall be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in the light of the facts and circumstances of the case, without any prior notice.
26. All payments to be made to TCFSL with respect to the Bid/proposed Sale/Sale shall be made in favor of "TATA CAPITAL FINANCIAL SERVICES LIMITED" by way of DD/NEFT/RTGS.
27. Words and expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act, 2002 and rules made thereunder.
28. Where the immovable property/properties are subject matter of any suit, application, proceedings or litigation (*lis pendens*) before any court, tribunal, forum or any other authority, the scheduled sale will be subject to the order of such court, tribunal, forum or any other authority.
29. On sale of the immovable property/properties, the Successful Bidder/Purchaser shall not have any claim of whatsoever nature against TCFSL or its Authorised Officer.
30. The offer shall be above Reserve Price and bidders shall improve their offers in multiples of bid incremental amount.
31. Upon receipt of bid with the necessary documents as mentioned therein within the stipulated date and time in the E-Auction Sale Notice, a password/user ID will be provided by Service Provider- Nexxen Solutions Private Limited to eligible bidders/prospective purchasers to participate in the online auction at disposalhub.com. **Necessary trainings will be provided by the Service Provider.**
32. On receipt of the entire sale consideration, the Authorized Officer shall issue the Sale Certificate and the sale shall be considered complete/absolute thereafter and that TCFSL shall entertain no claims.
33. As per Section 194-1A of the Income Tax Act, 1961, TDS shall be applicable on the sale proceeds wherein the sale transaction is Rs.50,00,000/- and above. The successful bidder/purchaser shall

deduct the requisite percentage of TDS from the Sale Price and deposit the same with the Income Tax department in Form. 16B. The TDS payment acknowledgement slip is required to be submitted to the Authorised Officer.

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