

TERMS & CONDITIONS OF SALE

1. The particulars in respect of the Immovable Property / Secured Asset specified hereinabove have been stated to the best of the information and knowledge of the Authorized Officer / HDFC.
2. However, the Authorized Officer / HDFC shall not be responsible for any error, misstatement or omission in the said particulars. The Bidders are therefore requested in their own interest, to satisfy themselves with regard to the above and all other relevant details / material information pertaining to the abovementioned Immovable Property / Secured Asset, before submitting the bids.
3. It is being brought to the knowledge of the public in general as well as the prospective purchasers / bidders that they will have to independently ascertain amounts that might be due to the Builder/Society or any other statutory/electricity/water/property tax/other dues etc. prior to submitting the bid and the said dues, if any, has to be cleared/ paid by the successful purchasers/bidders and HDFC Bank will not be liable to make any payment whatsoever.
4. Wherever applicable, it is the responsibility of buyer of Secured Assets to deduct tax at source (TDS) @ applicable rate of the total sell consideration on behalf of the resident owner (seller) on the transfer of immovable property having consideration equal to Rs.50 Lacs and above and deposit the same with appropriate authority u/s 194 I/A of Income Tax Act.
5. Sale is strictly subject to the Terms, Conditions and Disclaimers stipulated in the prescribed E-Auction Bid Document, Offer Acceptance Letter, Public Notice, terms and conditions mentioned herein below and any other related documents.
6. Property / Secured Asset is available for inspection as detailed in the **Column E** of the E- Auction sale notice.
7. Prospective purchasers / bidders will have to independently ascertain amounts that might be due to the Builder/Society or any other statutory/electricity/water/property tax/other dues etc. prior to submitting the bid and the said dues, if any, has to be cleared/ paid by the successful purchasers/bidders and HDFC Bank will not be liable to make any payment whatsoever.
8. Matex Net Pvt Ltd would be assisting the Authorized Officer in conducting the auction through an e-bidding process
9. E-Auction Bid Document can be collected / obtained from E-Auction agency Matex Net Pvt Ltd on their website at <https://assets.matexauctions.com/> or can be obtained directly on any working day during office hours from the Authorized Officer of HDFC Bank Ltd having his office at Second Floor, The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi-110056.
10. For any assistance related to inspection of the property, or for obtaining the Bid document and for any other queries, please get in touch with Matex Net Pvt Ltd, Mr. Vikas Kumar - 9650387768, Mr. Vijay - 7200538774, Email : solutions@matexnet.com, Mr. S Raju - 9150757333, Email : raju.s@matexnet.com or visit their website at <https://assets.matexauctions.com/> or Mr. Prasun Parasar Authorised Officer, HDFC Bank Ltd. (Mobile No. 9560444634) & Mr. Saksham Wadhwa (Mobile No. 9654317219) during office hours from 9:30 AM to 5:30 PM from Monday to Friday (except holidays).



HDFC Bank Ltd., **Retail Portfolio Management**, Ground Floor, The Capital Court, Munirka,
Outer Ring Road, Olof Palme Marg, New Delhi - 110067

Regd. Office: HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013
www.hdfcbank.com CIN.: L65920MH1994PLC080618

11. Earnest Money Deposit (EMD) amount as mentioned above shall be deposited by the bidders through Demand Draft / Pay Order in Favour of "HDFC Bank Limited" payable at par in sealed envelope and shall be submitted at Second Floor, The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi-56.
12. Minimum bid increment amount is as indicated in **Column (I)** of the E Auction Sale Notice for respective properties / Secured Assets as detailed in the Auction Sale Notice.
13. The offer amount (to be mentioned in e-auction Bid document) shall be above Reserve Price and bidders shall improve their offers in multiples of Bid incremental amount indicated above.
14. E-Auction Bid Document duly filled in alongwith the details of payment of EMD shall be submitted at Second Floor, The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi-56.
15. The last date of submission of bids in prescribed e-auction Bid Documents with all necessary documents and EMD in stipulated manner is as indicated in Column (G) of the E Auction Sale Notice
16. Incomplete E-Auction Bid Document or bids with inadequate EMD amount or bids received after the date indicated in Column (G) of the E Auction Sale Notice hereinabove shall be treated as invalid.
17. Conditional offers shall be treated as invalid.
18. Upon receipt of Bid with the necessary documents as mentioned therein and in the sale notice within the stipulated date and time mentioned above, a password/ user ID will be provided by - Matex Net Pvt Ltd to eligible bidders / prospective purchasers to participate in the online auction at <https://assets.matexauctions.com/>.
19. Necessary trainings will be provided by Matex Net Pvt Ltd for the purpose.
20. The auction by way of e-bidding will be conducted on the date and time indicated in Column (J).
21. The Immovable Property / Secured Asset shall not be sold below the Reserve Price.
22. On sale of the property the purchaser shall not have any claim of whatsoever nature against HDFC or its Authorised Officer.
23. The e-bidding would commence and end at the time indicated in Column (J) above. However, if a bid is received 5 minutes prior to the closing time indicated therein, it would get extended by five minutes every time a bid is offered. The auction would end if there is no bid for a period exceeding five minutes.
24. It shall be at the discretion of the Authorised officer to cancel the auction proceeding for any reason and return the EMD submitted and HDFC will not entertain any claim or representation in that regard from the bidders.
25. The Authorized officer has the absolute right to accept or reject the highest and / or all Bid(s) or postpone or cancel the sale, as the case may be without assigning any reasons thereof and also to modify any of the terms and condition of this sale without prior notice.



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26. The sale shall be conferred on the highest bidder subject to confirmation by Secured Creditor i.e. HDFC
27. EMD of successful bidder shall be adjusted and for all other unsuccessful bidders, the same shall be refunded within 10 days from the date of Auction. The Earnest Money Deposit will not carry any interest.
28. Along with Bid Documents the Bidder(s) should also attach his/her photo identity proof such as copy of the passport, election commission card, ration card, driving license, copy of the PAN card issued by the Income Tax department etc. and the proof of residence countersigned by the bidder herself/himself.
29. The successful bidder shall be required to pay 25% of the offer amount (including the amount of EMD) immediately i.e. on the same day or not later than next working day, as the case may be (as per the amended provisions of Rule 9(3) of the Security Interest (Enforcement) Rules, 2002) on confirmation of offer acceptance by HDFC, failing which the EMD amount remitted will stand forfeited. The balance 75% of offer amount shall be paid within 15 days of confirmation of sale by the Authorised officer. If the balance amount is not remitted within stipulated time the amount of 25% will stand forfeited as per the amended provisions of Rule 9(4) of the Security Interest (Enforcement) Rules, 2002.

Note:

Bidding in the last minute and second should be avoided in bidders' own interest. Neither HDFC nor the service provider shall be responsible for any lapses / failure (Internet failure, Power failure etc.) on the part of the vendor. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply or whatever required so that they are able to participate in the auction successfully.

CAUTION NOTE:

Bidders at large are hereby informed that HDFC bank Ltd and its Authorized Officer does not deal in cash transaction with respect to Immovable Property mentioned in the Auction sale notice.

The name and contact details of the agency / broker, if any, authorized by HDFC to deal with sale of Immovable property can be obtained only from the office of HDFC at the address mentioned above.

Date: 04-FEB-2025
Place: GWALIOR

For HDFC Bank Ltd.

