

Terms and Conditions of Public Auction

The concerned Borrowers/Mortgagors are given last opportunity to foreclose the respective Loan Accounts in full, with all interest and charges accrued therein, till one working day prior to the date of acceptance of Bid Form, failing which mortgaged properties will be sold as per mentioned schedule.

The particulars in respect of the immovable secured properties specified in auction publication have been stated to the best of the information and knowledge of Grihum Housing Finance Limited (formerly known as Poonawalla Housing Finance Limited and prior to that as Magma Housing Finance Limited and originally incorporated as GE Money Housing Finance Public Unlimited Company) (the "Company" or the "Secured Creditor"), who shall, for any reason whatsoever, not be responsible for any error, misstatement or omission in the said particulars. The Prospective Bidder/Purchaser are requested, in their own interest, to satisfy themselves with regard to the above and other relevant details pertaining to the above-mentioned properties before submitting their bids.

Sale is strictly subject to the terms and conditions mentioned hereunder.

- The possession of the properties mortgaged to the Company, have now been taken by the Company in its capacity as the Secured Creditor under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act").
- 2. The properties will be sold through e-auction as per the mentioned terms of recovery of Company's outstanding dues with applicable interest, charges and costs etc.
- E-auction is being held on "AS IS WHERE IS, AS IS WHAT IS and WHATEVER THERE IS" basis with all known and unknown encumbrances under Rule 8 & 9 of the Security Interest (Enforcement) Rules, 2002(hereinafter referred to as the "Rules") and will be conducted online.
- 4. The auction will be conducted through Company's empaneled service provider, details of whom are provided in the auction publication notice, through its web portal. The properties under auction can be inspected on the date and time specified in the auction publication notice. Intending Bidders/Purchasers are advised to go through the service provider web portal for detailed terms and conditions of auction sale before submitting their bids and taking part in e-auction sale proceedings. Online bidding will take place on the web portal of service provider and shall be subject to the terms and conditions contained in the e-auction document. The auction Document and detailed terms and conditions for the e-auction may be downloaded from the Company's web portal or the same may also be collected from the branch office of the Company.
- 5. Prospective Bidder/Purchaser are advised to visit the properties for e-auction, and are directed to make their own enquiry and carry out an independent and thorough due-diligence exercise on the same and ascertain the additional (if any) charges, encumbrances and any third-party interests and satisfy himself/herself/itself in all aspects thereto. All dues and outgoings i.e., Municipal/Property Taxes, Maintenance/Society Charges, Electricity and Water taxes or any other dues including all overdues (whatsoever in nature) in respect of the said properties shall be paid by the Successful Bidder/Purchaser.
- 6. Application for online e-auction participation, mandatory in the auction process, can be made in the prescribed format, available along with the offer/tender document on service providers web portal. The Prospective Bidder/Purchaser are required to register themselves with the portal and obtain login ID and Password well in advance which is mandatory for e-bidding from service providers web portal and avail online training on e- auction from the service provider prior to the date of e-auction. Neither the Authorised Officer/Company nor the from service providers will be held responsible for any Internet Network problem/Power failure/ any other technical lapses/failure etc. In order to ward-off such contingent situation the interested bidders are requested to ensure that they are technically well equipped with adequate power back-up etc. for successfully participating in the e-auction.

Only those bidders holding valid user ID and Password and confirmed payment of Earnest Money Deposit (EMD) shall be permitted to participate in the online e-auction. The Authorised Officer reserves the right to accept or triped any or all bids at any time without assigning any reason. Further, the Authorised Officer reserves the right to payment of the e-auction at any time before

Grihum Housing Finance Limited

(Formerly, Poonawalla Housing Finance Limited)



conclusion of the e-auction process, without assigning any reason whatsoever and his/her decision in this regard shall be final. The Authorised Officer hereby reserves the right to cancel the bid and reject any offer made including by the Successful Bidder at any time without assigning any reason. In the event the auction is cancelled after confirmation of the successful bidder the EMD received by such Successful Bidder shall be accordingly refunded within 30 business days from the date of such cancellation.

- It is hereby specified, that the auction of the mortgaged properties shall be deemed to be completed only upon
 execution and registration of the relevant sale deed between the concerned parties and issuance of the relevant
 sale certificate by the Secured Creditor.
- 9. The Prospective Bidder/Purchaser should submit their offer along with EMD as referred in auction publication notice by way of Demand Draft or RTGS or NEFT favouring 'Grihum Housing Finance Limited', payable where our local branch is situated, in a sealed envelope mentioning "Offer for purchase of property(ies)" so as to reach with our Authorized Officer at Local Branch on or before the last date for submission of bids i.e. before 6.30 p.m. The amount of EMD paid by the highest bidder shall be adjusted towards the sale price on confirmation in favour of highest bidder of sale, else will be returned and in no eventuality, the properties would be sold below the reserve price (RP) so fixed. Auction shall commence at one increment above RP and intending bidders/purchasers shall be free to bid among themselves by improving their offer with minimum incremental amount Rs.10,000/- (Rupees Ten Thousand only).
- In case the date of deposit of EMD and e-auction date is declared holiday, then the date shall be automatically extended to next working day.
- 11. The EMD shall not bear any interest. The successful bidder shall have to deposit 25% of the sale price (inclusive of EMD), immediately i.e. on the same day or not later than next working day as the case may be on acceptance of bid price by the Authorised Officer and the balance of the purchase price on or before 15th day of confirmation of sale or within such extended period as agreed upon in writing by and solely at the discretion of the Secured Creditor/Company. Default in deposit of amount by the successful bidder would entail forfeiture of the whole money already deposited and property shall be put for re-auction and the defaulting bidder shall have no claim/right in respect of property/amount.
- 12. Mere deposit of 25% of the Sale Price shall not entitle the successful bidder to get the sale confirmed in their favour. The sale shall be confirmed in favour of the intending Bidder/Purchaser who has offered the highest sale price in their bid/tender/offer to the Authorised Officer. However, the sale shall be subject to confirmation by the Authorised Officer/Secured Creditor only.
- 13. In case, all the dues together with all cost, charges and expenses incurred by the Secured Creditor are tendered by the above name borrower/co-borrower till one working day prior to the date of Auction then the properties will not be sold and all the bids received from the prospective bidders shall be returned to them without any liability/claim against the Company.
- 14. No persons other than the intending Bidder/Purchaser themselves, or their duly Authorized representative shall be allowed to participate in the auction/sale proceedings. However, the Sale Certificate shall be registered in favour of purchaser only in whose name bid application form has been submitted. It shall solely be the responsibility of the successful bidder to get the Sale Certificate registered. All expenses relating to Stamp Duty, Registration Charges, Transfer Charges and any other expenses and charges in respect of the registration of the Sale Certificate issued in format prescribed under SARFAESI Act, 2002 & Security Interest (Enforcement) Rules, 2002 for the above referred properties shall be borne by the successful bidder/purchaser. The sale certificate has to be registered at the earliest as per state Law/Rules regarding transfer else the purchaser has to give the request letter to the Secured Creditor mentioning the reason of delaying the registration and Secured Creditor will not be responsible for such delay to the local/Govt. bodies.

The Authorised Officer, on behalf of Secured Creditor/Company, reserves the right to vary any of the terms and condition of this notice for sale, without prior notice, at his discretion and can also avail the services of marketing eagent or service Provider in selling the said repossessed mortgaged properties against their professional fee which will be recovered from the Borrower.

Grihum Housing Finance Limited

(Formerly, Poonawalla Housing Finance Limited)



16. The borrowers/mortgagor are also hereby informed that they must take delivery of their personal house-hold belongings/articles lying inside the said mortgaged properties under the custody of the Company, if any within 15/30 days (as required under Security Interest (Enforcement) Rules, 2002) from the date of publication, with prior intimation to the Company, failing which the Company shall have no liability/responsibility to the same and will dispose of at the risk of borrowers/ mortgagor.

Date: 31/01/2024 Place: 10/25/5 Authorised Officer for **Grihum Housing Finance Limited** (formerly known as Poonawalla Housing Finance Limited)

Grihum Housing Finance Limited

(Formerly, Poonawalla Housing Finance Limited)