(Covering Letter)

To, Date_____
The Authorised Officer
Hero Housing Finance Limited

Sir,

I/We, Mr./Mrs./Ms. _____, the Tenderer / Offerer / Bidder, hereby confirm that I/we have carefully read, understood, and accepted the terms and conditions for sale of the immovable property / secured asset as mentioned in the Tender Form, Public Notice for Sale, and all annexures thereto.

I/We hereby unconditionally agree to comply with and be bound by all the said terms and conditions. I/We further declare that I/we intend to purchase the immovable property / secured asset from Hero Housing Finance Limited ("HHFL") and that all information, statements, and documents furnished by me/us along with the Tender / Bid Form are true, correct, and complete to the best of my/our knowledge and belief.

I/We understand and agree that in the event any statement, declaration, or information furnished by me/us is found to be false, incorrect, misleading, or incomplete at any stage, HHFL shall be entitled to reject my/our bid and forfeit the Earnest Money Deposit (EMD) without any notice or liability.

Thanking You
Yours Faithfully
Name of the person signing

(Signature of Applicant/s)

Encl:

1. **Annexure 1 – Application Form to Participate in the Bid for Purchase**
2. **Annexure 2 – Declaration and Undertaking for Participation in E-Auction (applicable only for online bidders)**
3. **Annexure 3 – General Terms and Conditions of Public Auction**
4. **Annexure 4 – Authorisation to Participate in E-Auction**
5. **Annexure 5 – EMD Submission Bid Form**
6. **Annexure 6 – Undertaking**
7. **Annexure 7 – Declaration from Bidder / Tenderer**

_____
Signature of Bidder/Offerer

ANNEXURE – 1
HERO HOUSING FINANCE LIMITED

Regd. office: 09, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057
Branch Office at: _____

Name of Marketing Agent/ Vendor who has introduced the Bidder(s):
_____

To,
The Authorized Officer
Hero Housing Finance Limited
_____ (Name of Branch)

SUBJECT: APPLICATION FORM TO PARTICIPATE IN THE BID FOR PURCHASE

Dear Sir/ Madam,

1. I/ We, _____, express my/ our willingness to participate in the e-Public Auction/ Private Treaty Sale notified vide your Auction/Private Treaty-cum-Sale Publication Notice dated _____, for the property(ies) described hereinbelow and I/ we submit the below mentioned instrument towards Earnest Money Deposit (EMD):

Date of Auction/ Sale	
Particulars of Property in Auction Notice	
Name of Borrower(s) as indicated in Auction Notice, along with LAN No.	

_____
Signature of Bidder/Offerer

Reserve Price for the Property	
EMD (As per Auction Notice)	
Amount of Demand Draft (DD)/ Pay Order (PO)/ RTGS/NEFT/IMPS submitted by Applicant	
Serial Number of DD/ PO/RTGS	
Date of DD/ PO/ RTGS/NEFT/IMPS	
Name of Bank which issued DD/ PO	

Name of the Bid Applicant(s)	
Address of the Bid Applicant(s)	
Mobile/ Tel. No. of the Bid Applicant(s)	
Email ID of the Bid Applicant(s)	
PAN Card details of the Bid Applicant(s)	

_____

Signature of Bidder/Offerer

Name of the documents submitted as proof of identity by the Bid Applicant(s)	

2. I/ We agree to abide by all the instructions contained in the above indicated Public Auction/ Private Treaty Notice and/ or the present Bid Form and such other terms and conditions as may be prescribed by Hero Housing Finance Limited ("**HHFL**") from time-to-time.
3.

I/ We are providing the aforementioned details for verification by the Authorized Officer of HHFL.

I/ We confirm that the above particulars, along with the enclosures,are true,correct and complete and that the self-attested photocopies of documents furnished by me/ us are true copy of their respective originals. If any information furnished by me/ us if found to be incorrect false, misleading, or incomplete at any stage, HHFL shall be entitled to cancel and/or reject my/our bid(s) and forfeit any money paid by me/us, without any notice or liability.

Thanking You
Yours Faithfully
Name of the person signing

_____

(Signature of Bid Applicant/s)

_____

_____

Signature of Bidder/Offerer

ANNEXURE- 2

Declaration and undertaking for participation in E-Auction

To,
The Authorized Officer
Hero Housing Finance Limited
_____ (Name of Branch)

Dear Sir/ Madam,

1. I/ We am/ are interested in availing the facility of online bidding for the auction to be conducted by HHFL. I/ We request you to allot User-ID and password to me/ us and activate the same to enable me/ us to participate in the above-mentioned Public E-auction.

2. I/ We agree that I/ we shall not change the password on receipt by me/ us and keep it confidential. I/ We agree that HHFL shall not be held responsible in any way for any losses that may be suffered by me/ us as a result of unauthorized use of my/ our User-ID and password by any other person.

3. I/ We understand and undertake that if I/ we fail to participate in the auction due to disruption of my/ our internet services, or due to bandwidth problems with my/ or local internet connectivity, I/ we shall not make any claim against HHFL and/ or its officials.

4. I/ We confirm that I/ we have read the terms and conditions given in the bid Application Form and Public Auction Notice and I/ we agree to the said terms and conditions. I/ we also confirm that HHFL may alter/ change the terms and conditions at any time and the same shall be binding on me/ us. I/ We also confirm that I/ we shall regularly update ourselves regarding any changes made to the contents, procedure and terms and conditions of the website, i.e. https://bankeauctions.com or at the web-site of your marketing agent/ service provider/ vendors mentioned in the Auction Publication Notice.

Thanking You
Yours Faithfully
Name of the person signing

(Signature of Applicant/s)

_____
Signature of Bidder/Offerer

ANNEXURE – 3
General Terms and Conditions of Public Auction

These General Terms and Conditions ("**Terms and Conditions**") shall form an integral and inseparable part of the Bid / Tender Form submitted by the intending bidder(s) ("**Bidder(s)")** for purchase of the immovable property/secured asset put up for sale by Hero Housing Finance Limited ("**HHFL**" / "**Company**" / "**Secured Creditor**") through its Authorized Officer under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**") and the Security Interest (Enforcement) Rules, 2002, as amended from time to time.

Submission of the Bid / Tender Form by the Bidder shall be deemed to constitute an unconditional, absolute, irrevocable and binding acceptance of all the terms, conditions, stipulations and requirements contained herein, the auction sale notice and all other documents issued by HHFL in connection with the auction, whether expressly stated or implied.

1. The Immovable Property / Secured Asset offered for sale by way of public auction is being sold strictly on an "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS" & "WITHOUT RECOURSE" basis, including all existing and future encumbrances, liens, charges, claims, statutory dues, taxes, cess, rates, assessments, liabilities and obligations, if any, whether known or unknown to HHFL.

2. The Bidder shall be solely responsible for satisfying itself with regard to the nature, condition, quality, quantity, area, dimensions, boundaries, specifications, physical condition, title, possession, encumbrances and all other aspects of the secured asset by conducting search in Revenue/ SRO Records and shall not raise any objection or claim against HHFL at any stage, either before or after the auction or after confirmation of sale. HHFL shall not be liable for or any dues, encumbrances or defects, whatsoever in respect of the immovable property/secured asset, whether known or unknown. HHFL shall not be responsible for any charge, lien, encumbrances, property tax, and/or any other dues to the Government or anybody in respect of the property auctioned.

3. The property(ies) proposed to be sold through auction may be inspected by the intending bidders on the date(s) and time(s) specified in the auction sale notice, subject to prior intimation and availability.

4. For any clarification with respect to inspection of the property(ies), submission of bid documents or participation in the auction process, the intending bidders may contact the Authorized Officer at the address(es) and/or telephone number(s) mentioned in the auction sale notice. However, HHFL shall not be responsible for any interpretation or representation made orally, and the bidders are advised to rely solely on written communications and documents issued by HHFL.

_____

Signature of Bidder/Offerer

5. The Tender / Bid Form shall mandatorily be accompanied by an Earnest Money Deposit ("**EMD"**) by way of Demand Draft / Pay Order / IMPS / NEFT / RTGS drawn from a scheduled bank in favour of HHFL, together with the complete Know Your Customer ("**KYC"**) documents, as specified in the auction sale notice, shall be submitted duly filled in, completed in all respects and signed, in a sealed envelope. The sealed envelope shall be superscribed as "Offer for Purchase of the Immovable Property" and shall be addressed to "The Authorized Officer, Hero Housing Finance Limited". The sealed envelope must reach the concerned branch office address of HHFL on or before the date and time stipulated in the public notice for sale of immovable property, i.e., on or before the Auction Date.

6. Any bid received after the prescribed date and time shall be liable to be rejected without any further reference to the bidder.

7. The EMD shall be submitted strictly in accordance with the amount and manner prescribed in the auction sale notice and shall be a pre-condition for participation in the auction process.

8. The Authorized Officer of HHFL shall have the absolute, unfettered and discretionary right to accept or reject any tender / bid, in whole or in part, without assigning any reason whatsoever, or adjourn/ postpone/ cancel the auction process without assigning any reason thereof, and such decision shall be final, conclusive, and binding on all bidders.

9. Where the offer / bid amount is below the Reserve Price; and/or not accompanied by the requisite EMD; and/or the EMD paid is less than 10% of the Reserve Price; and/or the Bid / Tender Form is incomplete, unsigned or defective in any manner; or not complying with the Terms and Conditions; such tender shall be treated as invalid, and shall be liable to be rejected upfront by HHFL, without any further communication.

10. The EMD of unsuccessful bidders shall ordinarily be refunded on the date of auction or within such time as deemed appropriate by HHFL. The bidders shall not be entitled to claim any interest, compensation or damages of whatsoever nature, even if there is any delay in refund of EMD for any reason whatsoever.

11. Tenders received after the last date fixed for receipt of tenders or not accompanied by valid EMD shall not be considered or entertained under any circumstances.

12. In the event the Tenderer / Bidder submits the Bid Form along with EMD to the Authorized Officer but fails to attend, appear or participate in the auction proceedings on the scheduled auction date, for any reason whatsoever, then the Authorized Officer of HHFL shall be fully empowered to forfeit the EMD so submitted. The Tenderer / Bidder shall have no objection, claim or right whatsoever over the forfeited EMD amount and shall not initiate any legal proceedings against HHFL in this regard under any circumstances.

_____

Signature of Bidder/Offerer

13. The EMD shall not carry any interest, whether for the period of deposit or otherwise, and no claim in this regard shall be entertained by HHFL under any circumstances.

14. Along with the Offer / Bid document, the intending bidder shall mandatorily attach a self-attested copy of the Permanent Account Number ("**PAN"**) Card issued by the Income Tax Department, along with valid identity proof and proof of residence, such as copy of Passport, Election Commission Identity Card, Ration Card, Driving Licence, Aadhaar Card or such other document as may be accepted by HHFL. The bidder shall also be required to produce the original documents for physical verification as and when demanded by the Authorized Officer or HHFL. Failure to produce original documents shall render the bid liable to rejection without any further notice.

15. Completion of electronic Know Your Customer ("**e-KYC**") shall be mandatory for all intending bidders prior to activation of bidding rights and participation in the auction process. No bidder shall be permitted to place or participate in bidding unless the e-KYC process has been completed to the satisfaction of HHFL and/or its authorized service provider.

16. The e-KYC process may include, without limitation: PAN verification; Aadhaar verification and/or CKYC verification; Mobile number authentication; Email verification; Video KYC; and such other verifications, checks or confirmations as may be required by HHFL, its Authorized Officer and/or its authorized service provider, in accordance with applicable laws, internal policies and regulatory requirements, as may be updated from time to time.

17. Any bid submitted without successful completion of the prescribed KYC process shall be treated as invalid, and such bid shall not be considered or entertained under any circumstances. HHFL shall not be responsible for rejection of any bid on account of non-completion, partial completion or technical failure attributable to the bidder.

18. The bidder hereby expressly authorizes and consents to HHFL, its Authorized Officer and/or its service providers to verify, authenticate and validate all information, documents and particulars furnished by the bidder with statutory, governmental, regulatory and other competent authorities, including but not limited to income tax authorities, UIDAI, CKYC registry and other relevant databases.

19. The bidder further undertakes that any misrepresentation, suppression or furnishing of incorrect information shall render the bid liable to rejection and may also result in forfeiture of EMD and such further action as HHFL may deem fit.

20. The bid increment amount for the auction shall be strictly governed by and determined with reference to the Reserve Price of the secured asset, and shall be mandatory and binding on all prospective bidders participating in the auction process. Accordingly, every

bid offered over and above the immediately preceding valid bid shall be enhanced only by the minimum incremental amount prescribed below, depending upon the Reserve Price of the secured asset, and shall not be lesser than the applicable incremental amount:

If Reserve Price falls between	**Incremental Amount will be**
Till 25 Lacs	15,000/-
Above 25 lacs till 50 lacs	25,000/-
Above 50 lacs till 1 Cr.	50,000/-
Beyond 1 Cr.	1,00,000/-

21. Any bid not conforming to the prescribed incremental amount applicable to the Reserve Price of the secured asset, or which is less than the minimum incremental amount required over the last quoted bid, shall be deemed invalid, and be rejected or ignored at the sole discretion of the Authorized Officer, without assigning any reason and without incurring any liability whatsoever to the bidder. The decision of the Authorized Officer in this regard shall be final, conclusive, and binding on all bidders.

22. Under no circumstances and in no eventuality shall the immovable property be sold below the Reserve Price fixed by the Secured Creditor. Any offer or bid below the Reserve Price shall be treated as invalid and shall not be considered.

23. The immovable property shall be sold only to the Successful Bidder / Tenderer, subject to final approval and confirmation of the bid by the Secured Creditor.

24. The Authorized Officer shall, at his sole and absolute discretion, be entitled to permit inter-se bidding among the eligible bidders, if deemed necessary, which shall take place at the specified place, date and time of auction. Participation in inter-se bidding shall be subject to eligibility, submission of valid EMD and completion of all formalities as stipulated by HHFL and the Authorized Officer.

25. The Auction and/or Inter-Se Bidding shall take place at the scheduled date,time and place, during which the intending bidders may remain present, participate in the auction proceedings and submit their offers directly and revise their bids upwards in accordance with the prescribed bid increment amount norms.

26. The Tenders / Bid Forms shall be opened by the Authorized Officer on the date and time mentioned in the public notice for sale, in the presence of the available and attending tenderers, for the purpose of enabling such bidders to raise or improve their respective offers, if any, and to determine and declare the Successful Bidder. The decision of the Authorized Officer in declaring the successful bidder shall be final, binding and conclusive on all participants.

_____

Signature of Bidder/Offerer

27. HHFL shall not be liable or responsible for any dues, charges, liabilities or outgoings of whatsoever nature, including but not limited to: outstanding water charges; electricity dues; maintenance or service charges; transfer fees; contribution towards building repair fund; dues or arrears payable to the Municipal Corporation, local authority, society, association, builder or developer; property tax, non-agricultural tax, cess or any other statutory or non-statutory dues; whether prior or subsequent to the auction, existing or future, known or unknown, in respect of the said Immovable Property / Secured Asset.

28. HHFL does not undertake any obligation or responsibility to procure any permission, approval, consent, license, completion certificate, occupancy certificate or any other document in respect of the said immovable property being sold.

29. All dues and outgoings in respect of the immovable property, including municipal taxes, society or maintenance charges, electricity and water dues, statutory levies, assessments, penalties, encumbrances (known or unknown) and any other liabilities whatsoever, whether prior or subsequent to the auction, shall be borne, paid and discharged solely by the Successful Bidder. The Successful Bidder shall not be entitled to raise any claim, demand or objection against HHFL in this regard at any stage and under any circumstances.

30. Upon declaration of the Successful Bidder in the auction proceedings, the Successful Bidder shall deposit 25% (Twenty-Five Percent) of the total purchase price, inclusive of the EMD already paid, within 24 (Twenty-Four) hours from the date of auction, failing which EMD shall be forfeited and the property shall forthwith be sold again

31. The balance 75% (Seventy-Five Percent) of the purchase consideration shall be paid within 15 (Fifteen) days from the date of auction, or within such extended period as may be permitted solely at the discretion of the Authorized Officer of HHFL, in writing, in accordance with Rule 9 of the Security Interest (Enforcement) Rules, 2002, provided that such extended period shall not exceed three (3) months from the date of auction. In the event of default in payment of the balance consideration within the prescribed or extended time, all amounts deposited till then shall stand forfeited; the defaulting bidder / purchaser shall forfeit all rights, claims and interests in respect of the said property; and the Authorized Officer shall be entitled to resell the immovable property by conducting a fresh auction or otherwise, without any further notice to the defaulting bidder. The defaulting bidder shall not be entitled to challenge the re-auction process or claim any right, title, interest or refund in respect thereof.

32. The E-Auction shall be conducted through M/s C1 India Private Limited, through its authorized representative Mr. Dharani Krishna (Mobile No.: 9948182222). The support/ training for participation in the E-Auction shall be provided, and details of the service provider are as follows:
    (i) Support Landline Nos.: +91 124 4302020 / 2021 / 2022 / 2023 / 2024;

(ii) Support Mobile Nos.: +91 7291981124 / 25 / 26
(iii) Email IDs: support@bankeauctions.com / andhra@c1india.com
(iv) Web Portal: https://bankeauctions.com

33. HHFL shall not be responsible for any technical errors, network issues, system failures or disruptions attributable to the authorized service provider or bidder's internet connectivity.

34. Once the Bid is submitted by the Bidder, the same shall be irrevocable, and the Bidder shall not be entitled to withdraw, cancel or modify the Bid for any reason whatsoever. Any attempt to withdraw the Bid shall render the Bidder liable for forfeiture of EMD and such other consequences as may be determined by HHFL.

35. Any extension beyond Fifteen (15) days from the date of auction for payment of the balance sale consideration shall be subject to prior written approval of HHFL. In the event such extension is granted, interest at the rate of 24% (Twenty Four Percent) per annum shall be levied on the outstanding balance amount for the period of extension, without prejudice to HHFL's right to cancel the sale in case of continued default.

36. The sale of the immovable property / secured asset shall be subject to confirmation by the Secured Creditor and/or the Sale Committee, who shall have the absolute right to accept or reject any bid, including the successful bid, without assigning any reason whatsoever. The decision of the Secured Creditor / Sale Committee shall be final, conclusive and binding on all bidders, and no claim, objection, representation or demand of any nature whatsoever shall lie against HHFL or the Authorized Officer in respect thereof.

37. The Authorized Officer / HHFL further reserves the right to accept or reject the successful bid, any bid or all bids, without assigning any reason whatsoever. The manner and process by which the bid amount is required to be increased shall be determined solely by the Authorized Officer conducting the sale, and the decision of the Authorized Officer / HHFL in this regard shall be final and binding upon all participants.

38. The immovable property described herein shall, from the date of confirmation of sale by the Authorized Officer, remain entirely at the sole risk, cost and responsibility of the Successful Bidder, in all respects. Any loss, damage or destruction caused due to fire, theft, natural calamity, accident or any other reason whatsoever after confirmation of sale shall be borne solely by the Successful Bidder. The Successful Bidder shall not be entitled to annul, cancel or avoid the sale on any ground whatsoever after confirmation of sale.

39. The purchaser shall be solely responsible to bear and pay all expenses, charges and outgoings in connection with the transfer of the secured asset / immovable property in his / her / their name(s), including but not limited to stamp duty, registration charges, society dues, municipal taxes, transfer fees, cess and/ or any incidental and miscellaneous

expenses, and HHFL shall not be liable or responsible for the same under any circumstances.

40. All intending bidders shall be required to possess and maintain a valid and functional e-mail address for the purpose of communication, intimation and participation in the auction process. HHFL shall not be responsible for non-receipt of any communication on account of incorrect, inactive or inaccessible e-mail addresses provided by the bidder.

41. In respect of sale consideration of INR 50,00,000/- (Indian Rupees Fifty Lakhs only) and above, the Successful Bidder shall be required to deduct Tax Deducted at Source (TDS) at the rate of 1%, or such other rate as may be prescribed under applicable law, on the sale proceeds directly in the PAN No. AADCH9153R of Hero Housing Finance Limited. The Successful Bidder shall submit the original TDS challan and certificate evidencing such deduction to HHFL within the prescribed time. Non-compliance with the aforesaid requirement shall render the purchaser liable for consequences under applicable law, and HHFL shall not be responsible in this regard.

42. Upon receipt of the entire sale consideration, the sale shall be recorded in the Sale Certificate issued under the provisions of the SARFAESI Act, 2002, to be executed between the Company and the Purchaser. The onus of registration of the Sale Certificate shall solely lie upon the Purchaser. The Purchaser shall bear all costs, expenses and charges including stamp duty and registration charges in connection with execution and registration of the Sale Certificate including incidental expenses thereto. No right, title or interest in the property shall pass to the Successful Bidder until such full realization is completed. The successful Bidder shall compulsorily register the sale certificate within 30 days from the issuance of the sale Certificate. Any delay shall be at the risk and responsibility of the successful purchaser and the Authorized Officer/ Secured Creditor shall not be liable for any loss or claim arising therefrom.

43. In cases where funding for purchase of the mortgaged property is provided by the HHFL, the Purchaser shall also bear all responsibility and costs relating to execution and delivery of the original registered Sale Certificate to HHFL within 10 days from the date of execution of such document. It is hereby clarified that HHFL shall not be responsible for any defect, change or challenge in title arising after issuance of the Sale Certificate.

44. If the dues of HHFL, together with applicable interest, costs, charges and expenses incurred by it, or such part thereof as may be acceptable to HHFL, are tendered by or on behalf of the Borrower and/or Guarantor(s) at any time prior to the registration of Sale Certificate, the immovable property / secured asset shall not be sold or transferred. Where the immovable property is not sold or the sale is not confirmed in favour of any tenderer / bidder, such tenderer / bidder shall be entitled to refund of the EMD or any amount paid, without interest. However, the bidders shall not be entitled to claim any compensation, interest, damages or costs from the Authorized Officer or HHFL under any circumstances.

_____

Signature of Bidder/Offerer

45. The intending bidders are hereby informed and advised, in their own interest, to independently verify and satisfy themselves with respect to title of the immovable property/ secured asset; area, measurements and boundaries; physical condition; encumbrance, liabilities and statutory dues; and any other matters relating thereto, prior to submission of their bids. No query or objection relating to title, area, size, description or nature of the property shall be entertained at the time of opening of tenders or conduct of auction. After confirmation of sale, the purchaser shall not be entitled to raise any claim alleging defect in title, area, boundaries including description or condition of the immovable property against HHFL or otherwise.

46. The tenderers / offerers shall not raise any grievance, dispute or complaint and shall not be permitted to withdraw from the sale, whether on the ground of discrepancy in area, measurements, boundaries, defect in title or on any other ground whatsoever relating to the Mortgaged Property. The tenderers / offerers expressly agree and undertake that, upon execution of the Sale Certificate by the Company in favour of the tenderers / offerers and/or his / her / their / its assignee(s) or nominee(s), if any, the terms thereof shall be deemed to have been unconditionally and irrevocably accepted. The tenderers / offerers shall thereafter be deemed to have waived all objections of any nature whatsoever in respect of title, description, measurements, boundaries, condition or otherwise of the Mortgaged Property.

47. Where the Mortgaged Property is the subject matter of any suit, application, proceedings or litigation (lis pendens) pending before any court, tribunal, forum or other authority, the Purchaser shall not be entitled to claim any compensation, damages, interest or costs from Hero Housing Finance Limited in the event: the sale is annulled or set aside; or any action initiated by the Company under any Act is held to be illegal or irregular; or any prior order or direction passed in favour of the Company is modified, reversed or upset at a later stage; or the title of the Purchaser is impeached on any ground whatsoever, including but not limited to absence of cause of action, improper exercise of power, or alleged non-service or defective service of notice as required under law. The sale in such eventuality shall be subject to the outcome of such suit, application, proceedings or litigation, whether instituted prior to or subsequent to execution of the Sale Certificate. The Purchaser and/or its assignee(s) or nominee(s) shall abide by all orders, judgments and directions that may be passed therein and shall not raise any claim against the Company.

48. The particulars of the immovable property / secured asset specified in the Public Notice for Sale have been stated to the best of the knowledge and information of the Authorized Officer. The Authorized Officer / Hero Housing Finance Limited shall not be answerable or liable for any error, misstatement, omission or discrepancy, if any, in respect thereof, and no claim shall lie against HHFL on such ground.

_____

Signature of Bidder/Offerer

49. Hero Housing Finance Limited shall be at liberty, at its sole and absolute discretion, to amend, modify, vary, add to or delete any of the terms and conditions of the auction / tender process, as may be deemed necessary or warranted in the facts and circumstances of the case, without assigning any reason or issuing any further notice to the tenderers / offerers. Such amended or modified terms shall be binding on all tenderers / offerers, who shall be deemed to have accepted the same by continued participation in the auction process.

50. A bidder may, at his / her / its own option, avail the facility of online participation in the auction, by submitting an application in the prescribed format available along with the offer / tender documents on the designated website. Online bidding shall take place on the website of the authorized marketing agency / service provider, as specified hereinabove, and shall be governed by the terms and conditions mentioned in the tender document and the service provider's platform rules. No bidder shall be entitled to question or challenge the authenticity, validity or integrity of the online bidding process, and the decision of HHFL in this regard shall be final and binding.

Thanking You
Yours Faithfully
Name of the person signing

(Signature of Applicant/s)

Signature of Bidder/Offerer

ANNEXURE – 4

To, **Date: _____**

The Authorized Officer
Hero Housing Finance Limited
_____ (Name of Branch)

Ref: Property mortgaged under Loan Account No. _____ (Borrowers _____)

SUBJECT: AUTHORIZATION TO PARTICIPATE IN E-AUCTION

Dear Sir/Madam,

I/We have submitted my bid documents for participating in auction announced by you for sale of asset(s). I/ We hereby authorize Mr./ Ms. _____, aged about _____ years, s/o/ d/o/ w/o/ Mr./ Mrs. _____, r/o _____ to participate in the auction on my behalf. I/We confirm that I/We shall be bound by the bids including the incremental bids made by my/our above-named representative.

I/We also authorize the above-named representative to sign on my behalf any or all documents pertaining to auctions and to collect the Demand Draft(s) submitted by me/us towards EMD, if the same is required to be returned upon completion of auction.

I/We request you to allow the above-named representative to participate in the e-auction/Auction on my/our behalf. His/ Her signature appears herein below. A copy of the Identity Proof of the said representative is attached and he shall carry the original Identity Proof at the time of entering the place of auction.

Thanking You,

_____ _____

Name & Signature of the Bidder(s) Name & Signature of the Representative

---

_____

Signature of Bidder/Offerer

ANNEXURE – 5

EMD SUBMISSION BID FORM

To, **Date: _____**

The Authorized Officer

Hero Housing Finance Limited

_____ (Name of Branch)

REF: BID FOR THE PURCHASE OF THE REPOSSESS PROPERTY(IES) UNDER SARFAESI ACT

Dear Sir/ Madam,

This is to confirm that I/we have inspected the property on my own and have been provided with all the relevant information asked from me/us. Further I/we have read and understood the terms and conditions specified in the said advertisement and in the present bid application. From and after having understood the same, I/we wish to purchase the property being No. _____

_____

Please note that for the purchase of the aforesaid property, I/we am/are willing to pay a sum of INR _____ (Indian Rupees _____ Only), which be treated as my/our bid price. However, I/we may further enhance the bid price on the date of auction.

As per the terms and conditions of the Sale proclamation, I/we am/are enclosing herewith a pay order/ Demand Draft for a sum of INR _____ (Indian Rupees _____ Only) dated _____, drawn on _____ Company _____ (Branch) in favour of Hero Housing Finance Limited, being the earnest money for participating in the auction of the property/ies.

I/ we confirm that in the event of our bid having been accepted being the successful vide sale confirmation letter, I/we shall deposit 25% of the bid price (Inclusive of EMD) on date of auction or next working date and the balance 75% of the bid price would be paid within 15 days from the date of confirmation of sale in my/our favour.

The terms and conditions duly signed by me/us, in token of having read and understood the same in vernacular language, is also enclosed along with the present bid form.

Thanking You

Yours Faithfully

(Signature of Bidder/s)

_____

Signature of Bidder/Offerer

Encl: The Pay Order/ Demand Draft for a sum of INR _____ dated _____.

ANNEXURE – 6
UNDERTAKING

I/ We _____, s/o/ w/o/ d/o _____, r/o _____,
aged about _____ years, confirm that I/ we have seen and checked the original of property Title related documents related to mortgaged property bearing No. _____
_____
available with Hero Housing Finance Limited.

The documents were shown to me/ us at our / my express request by the authorized officer/ Secured Creditor/ Officer at their Local Branch and I am fully satisfied with the property related documents available with Hero Housing Finance Limited.

I also undertake that I am participating in the auction to purchase the property on "AS IS WHERE IS", "AS IS WHAT IS","WHATEVER THERE IS", and "WITHOUT RECOURSE" basis and I shall not seek any document, or copy thereof, which is not available with HHFL.

I am fully satisfied with the title related documents, all the queries of mine have also been sorted out/ resolved by the authorized officer of HHFL and wish to participate in the forthcoming auction.

Thanking You
Yours Faithfully

(Signature of Bidder/s)

Place:
Date:

_____
Signature of Bidder/Offerer

ANNEXURE – 7

Declaration from Bidder/Tenderer

To, **Date**_____

The Authorised Officer

Hero Housing Finance Limited

_____ **(Name of Branch)**

Dear Sir/ Madam,

This is to certify that I, _____S/o/D/o/W/o, _____ R/o, _____ _____,

do hereby solemnly declare that I am not directly or indirectly related to any employee of the Hero Housing Finance Limited.

I further declare that I have no past interest in the property bearing no_____ _____ _____ _____

I hereby declare that the above statement and information are correct to the best of my knowledge and belief.

I fully understand that any information furnished above, if proved incorrect or false will render me liable for any penal action or other consequences as may be prescribed in law or otherwise warranted.

Thanking You

Yours Faithfully

Name of the person signing

(Signature of Applicant/s)

_____

Signature of Bidder/Offerer