Truhome FINANCE	**TRUHOME FINANCE LIMITED** (Formerly Shriram Housing Finance Limited) **Head Office**: Level 1, Wockhardt Towers, East Wing, C-2, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051. Tel: +91 22 4241 0400 **Reg. Office:** Srinivasa Tower, 1st Floor, Door No. 5, Old No.11, 2nd Lane, Cenatoph Road, Alwarpet, Teynampet, Chennai - 600018, Tamil Nadu **Website:** http://www.truhomefinance.in

Terms and Conditions for sale of assets of borrower accounts through online E-auction under SARFAESI Act

State	West Bengal
City	Kolkata
LAN	SLPHBART0000095
Name of the Borrower	Suvas Das & Tanuja Das
Newspaper publication Date & Newspaper Name	28.03.2025 in The Echo of India & Arthik Lipi
Auction Date	17.04.2025
Property Inspection Date.	09.04.2025
Reserve Price	Rs.80,00,000/-
EMD amount	Rs.8,00,000/-
Last Date for EMD	16.04.2025
Bid Increment	Rs.10,000/-

1. **Nature and Object of Online Sale:**

   a. The online e-auction sale is with the object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.
   b. The sale is governed by the Provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 and the following specific terms and conditions.

2. (a) The auction sale will be On-line E-Auction / Bidding through auction service provider website as per auction notice date and time with unlimited extension of 5 minutes time in case of receipt of bid in last 5 minutes. Bidders shall improve their offers in multiples as specified in the Notice during online bidding of the property.

3. **Caution to bidders:**
   a. Property is being sold on "As is where is"," As is what is ", and "Whatever there is".
   b. To the best of knowledge and information of the Authorised Officers, there are no encumbrances on the properties except those mentioned in the Notice. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of property put on auction, physical area of property, and claims / rights / dues / affecting the property, prior to submitting their bid. Further the bidder/purchaser should make their own inquiries regarding any statutory liabilities, arrears of tax, claims etc. by themselves before making the bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation on the part of The Truhome Finance Limited (Formerly Shriram Housing Finance Limited), (hereinafter referred to as "Truhome Finance Limited" for the sake of brevity) The property is being sold with all the existing and future encumbrances whether known or unknown to the Truhome Finance Limited The Authorised Officer / Secured Creditor shall not be responsible in any way for any third party claims / rights / dues.
   c. The Truhome Finance Limited does not undertake any responsibility to procure any permission/license, NOC, etc. in respect of the property offered for sale or for any dues like outstanding water/service charges, transfer fees, electricity dues, dues to the Municipal Corporation/local authority/Co-operative Housing Society or any other dues, taxes, levies, fees, transfer fees or any other dues of the property if any in respect of and/or in relation to the sale

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of the said property. Successful Bidder has to comply with the provisions of Income Tax regarding purchase of property & to pay the tax to the authorities as per applicable rates.

d. Bidders are advised / cautioned to verify the concerned Revenue Records/ other Statutory authorities such as Sales Tax/Excise/Income Tax or any other etc. and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.

e. Bidders are advised to go through all the terms and conditions of sale and also in the corresponding public sale notice in the details before submitting the bid and participating in the online bidding/auction.

f. Statutory dues/liabilities etc., due to the Government/Local Body, if any, shall be borne by the purchaser(s).

4. **Inspection of Property/Immovable Assets**:

a. Property/Assets can be inspected on the date(s) given in the public sale notice, and on any other date at the discretion of Authorised Officer with prior appointment.

b. Bidders shall inspect the property/Assets and satisfy themselves regarding the physical nature, condition, extent, etc of the property/Assets.

c. Bidders are bound by the principle of caveat emptor (Buyer Beware).

5. **Inspection of Title Deeds:**

a. Bidders may inspect and verify the title deeds and other documents relating to the property available with The Truhome Finance Limited

6. **Submission of bid forms:**

a. Bid form shall be submitted alongwith the 10 % of emd amount on or before the last date and time given in the sale notice.

b. Bidders may give offers either for one or for all the properties. In case of offers for more than one property bidders will have to deposit the EMD for each property.

c. Intending bidder should hold a valid e-mail id. All the correspondences will be done through E-mail. Interested bidders should have their own arrangements for internet service. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves. It is the sole responsibility of the bidder.

d. Bids form shall be duly filled in with all the relevant details. The bidders should submitted copies of PAN card and proof of residential address, while submitting bid form. The bidders other than individuals should also upload proper mandate for e bidding.

e. Bidders staying abroad/ NRIs/ PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.

f. Incomplete/unsigned bids without EMD remittance details will be summarily rejected. NRI Bidders must necessarily enclose a copy of Photo page of his/her Passport.

g. Only copy of PAN Card, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued by Govt. will be accepted as the identity document and should be submitted along with the bid form.

h. Original Identity Document copy of which is submitted along with the bid form must be produced on demand.

7. **Earnest Money Deposit (EMD):**

a. The bid shall be accompanied by the EMD as specified in the public sale notice/tender document. Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT/DD as detailed mentioned in public notice.

b. Earnest Money Deposit (EMD) shall be adjusted in case of highest bidder, otherwise refunded within 15 working days of finalization of sale. The EMD shall not carry any interest. Further, in case possession of property is delayed by any reason whatsoever, the auction purchaser will neither be entitled for any interest nor damages.

c. Bidders not to disclose remittance details of EMD, UTR Code, etc. to any one and to safeguard its secrecy.

d. Bidders shall preserve the remittance challan and shall produce the same as and when demanded.

e. Bid form without EMD shall be summarily rejected.

f. All details regarding remittance of EMD shall be entered in the bid form.

g. EMD, either in part or in full, is liable for forfeiture in case of default.

8. **Bid Multiplier:**

a. The bidders shall increase their bids in multiplies of the amount specified in the public sale notice/Terms and condition of Sale.

9. **Duration of Auction sale:**

a. Online auction sale will start automatically on and at the time given in the public sale notice/Tender Document.

b. Auction/Bidding time will initially be for specified period and if bidding continues, the bidding process will get automatically extended five minutes duration of each and kept open till the auction-sale concludes.

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c. If any market-leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the bidding time will be extended automatically by five minutes and if no bid higher than last quoted highest bid is received within the said extended five minutes, the auction sale will automatically get closed at the expiry of the extended five minute. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.

d. Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.

e. No complaint on time-factor or paucity of time for bidding will not be entertained.

10. Online Bidding:

a. Auction/ bidding will be only online bidding through the portal provided by the service provider.

b. In case of sole bidder, the sale may be accepted or deferred and property be brought for resale or otherwise sale will be deferred or cancelled.

c. In case of sole bidder, one increment in bidding is mandatory.

d. Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.

e. No request/complaint of wrong bidding will be entertained for canceling the sale and in such case, the EMD in full will be forfeited.

f. Bidders may, subject to conditions of online service provider, may avail pre-auction training. The prospective qualified bidders may contact Authorized Officer of Truhome Finance Limited as mentioned above.

11. Declaration of successful bidder:

a. Highest bidder will be declared the successful bidder and sale will be confirmed in his favour in consultation of Secured Creditor. Intimation to this effect will be given through e-mail by auction service provider or Authorized officer of Truhome Finance Limited.

b. Highest bid will be provisionally accepted on "subject to approval" basis and the highest bidder shall not have any right/title over the property until the sale is confirmed by the Authorized Officer.

c. All intimations to bidders/auction purchaser will be primarily through e-mail by the auction service provider/The Truhome Finance Limited. Date of sending e-mail will be considered as date of intimation. If no intimation reaches, bidders are expected to take efforts to find out status from The Truhome Finance Limited, Non-receipt of intimation should not be an excuse for default/non-payment.

12. Deposit of purchase price:

a. The bidder declared successful, shall pay, immediately on the same day after such declaration, a deposit of 25% (less EMD already paid) on the amount of his purchase money.

b. In case of the auction-sale proceeding and concluding beyond the banking transaction hours, the deposit of 25% of purchase price (less EMD already paid) shall be deposit within 24 hours.

c. The balance amount of purchase money shall be paid on or before the 15th (Fifteenth) day from the date of the sale or within such period as may be extended, for the reason to be recorded, by the Authorised Officer.

13. Default of Payment:

a. Default of payment of 25% of bid amount (less EMD) on the same day or within 24 hours as stated in para 13(b) above and 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice.

b. The Authorised Officer of Truhome Finance Limited shall forfeit the EMD and any other monies paid by the successful bidder.

14. Sale Certificate / Payment of Stamp Duty:

a. On confirmation of the sale by The Truhome Finance Limited and compliance of the terms of payment, The Authorized Officer shall issue a certificate of sale of the said property in favour of the successful bidder/purchaser in the form given in Appendix V to Enforcement of Security Interest Rules. The sale certificate shall be issued only in the same name in which the tender /bid is submitted.

b. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.

c. Sale Confirmation/Sale Certificate shall be collected in person or through an authorized person with authority letter.

d. The successful bidder would bear all the charges/fees payable for conveyance such as stamp duty, registration fee or any other cost as applicable as per law. All statutory/non statutory dues, taxes, rates, assessments, charges fees etc. will be responsibility of the successful bidder only.

e. The Sale Certificate will not be issued pending operation of any stay/ injunction/ restraint order passed by the DRT/DRAT/High Court or any other court against the issue of Sale Certificate. Further no interest will be paid on the amount deposited during this period.

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f. No request for return of deposit either in part or full/cancellation of sale will not be entertained.

15. Return of EMD:

a. EMD of unsuccessful bidders will be returned through NEFT/RTGS transfer, account details provided by them in the bid form and intimated via their email id.

b. Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Authorised Officer of Truhome Finance Limited.

16. Stay/Cancellation of Sale:

a. In case of stay of further proceedings by DRT/DRAT/High Court or any other Court, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.

b. Default in payment of 25% of the purchase price or the balance purchase price within the stipulated/extended time shall result in forfeiture and cancellation of sale and The Truhome Finance Limited will be entitled to re-auction the same.

17. Delivery of Title Deeds:

a. The title deeds and other documents related to the property and deposited with The Truhome Finance Limited for creation of Equitable Mortgage shall be delivered to the Successful bidder/Auction Purchaser, at the time on execution of the Sale Certificate.

18. Delivery of possession:

a. All expenses and incidental charges there to shall be borne by the auction purchaser.

19. Other Conditions:

a. The Authorised Officer will be at liberty to amend/ modify/ delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case.

b. The Shriram Housing Finance Limited has the absolute right and discretion to accept or reject any bid or adjourn/postpone/cancel the sale/ modify any terms and conditions of the sale without any prior notice and assigning any reason.

c. The Authorised Officer reserves the right to accept or reject all or any bid or bids without assigning any reason and to postpone or cancel the sale without assigning any reason.

d. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.

e. No counter-offer/conditional offer/ conditions by the bidder and/or successful-bidder will not be entertained.

f. The Borrowers attention is invited to the provisions of sub-section 8 of section 13 of the Act in respect of time available, to redeem the secured asset.

g. Particulars specified in respect of the property in the public notice have been stated to the best of the information of the Authorized Officer/Truhome Finance Limited would not entertain any claim or representation in that regard from the bidders.

h. The Borrower/Guarantors, who are liable for the said outstanding dues, shall treat this Sale Notice as a notice under Rule 8 (6) of the Security Interest (Enforcement) Rules, about the holding of above mentioned auction sale.

i. Disputes, if any, shall be within the jurisdiction of Mumbai Courts only.

j. Words and expressions used herein above shall have the same meanings respectively assigned to them in SARFAESI Act, 2002, and the Rules framed there under.

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Name of Bidder	Signature of Bidder	Date