

Mahindra Thar Auction

AUCTION RULES

The Auction Rules are to be read along with the Mahindra Thar Auction User Agreement available at <http://auto.mahindra.com/events/all-new-thar-auction> and are subject to the terms and conditions of the Mahindra Thar Auction User Agreement. Any and all capitalized terms appearing in the Auction Rules are defined in the Mahindra Thar Auction User Agreement.

1. Timelines for the auction

Timeline for the auction process	Date	Time
Opening up of Registration Window	19th September 2020	3:00 PM IST
Closing of Registration Window	28th September 2020	11:59 PM IST
Opening up of the Auction Window	24th September 2020	9:00AM IST
Closing of the Auction Window	29th September 2020	6:00 PM IST

2. Registration Process

- (a) You may register for the auction during the Auction Window through the URL <https://www.carandbike.com/thar-auction-registration>.
- (b) The registration page will request the User to provide details such as:
 - a. User Name
 - b. Mobile Number / User ID (Unique)
 - c. Email ID (Unique)
 - d. City
 - e. Password/OTP
- (c) Once you enter and submit the requisite details, you will be redirected to an OTP verification screen and an OTP will be sent to the mobile number entered by the User in the previous registration page. The User has to successfully verify OTP to complete this step.
- (d) Upon successful OTP verification, the User will receive a welcome SMS on the registered mobile number entered by the User
- (e) Post OTP verification, you will be redirected to a payment screen where you will be required to pay the Caution Money along with accepting the terms and conditions of the Mahindra Thar Auction User Agreement.
- (f) You will have to accept the Mahindra Thar Auction Agreement to proceed for payment. Your acceptance of the terms and conditions while paying the Caution Money by clicking on the tick box, confirms that that you have read and understood the terms and conditions related to the auction.

- (g) The Caution Money payable by you to register for the auction is Rs.10000 (Ten Thousand Only) and is subject to the terms of the Mahindra Thar Auction User Agreement.
- (h) Once the Caution Money is paid, you will be classified as a Registered Bidder and will be able to participate in the auction.
- (i) You will not be allowed to participate in the auction without payment of the Caution Money.

3. Auction Process

- (a) The auction room will be open only for the Registered Bidders who have paid the Caution Money and such Registered Bidders may enter the auction room using the URL <http://auction.carandbike.com>.
- (b) The Auction Window opens on 24th September 2020 at 9:00AM IST and closes on 29th September 2020 at 6:00 Pm IST.
- (c) During the term of the Auction Window remaining open, a Registered Bidder may place bids in multiples of Rs.25000 (Rupees Twenty Five Thousand Only).
- (d) Whilst the Winning Bidder will be awarded no more than one (1) vehicle, the Registered Bidders may place unlimited bids during the Auction Window on the platform in bid increments of INR. 25,000 (Twenty Five Thousand) over and above the Reserve Price set by M&M i.e the Registered Bidder may place bids during the Auction Window in multiples of INR 25,000/- (Twenty Five Thousand) only.
- (e) M&M, at its sole discretion may either reduce or increase the bid increment limits from INR 25,000 (Twenty Five Thousand) at any time during the Auction Window without notice to the Registered Bidders.
- (f) The bids for the vehicle may be placed by a Registered bidder till the closing time of the Auction Window.
- (g) You agree to be aware that, M&M has placed a reserve price (a minimum selling price for the vehicle on auction which hereinafter is referred to as the "Reserve Price") on the vehicle being auctioned. The Reserve Price on the vehicle throughout the Auction Window will be INR 25,00,000 (Indian Rupees Twenty Five Lakhs Only). Bids may only be placed by the Registered Bidders over and above the Reserve Price.
- (h) A Registered Bidder may put in unlimited bids for the vehicle over and above the Reserve Price.
- (i) Periodic SMS related to status of the bids will be sent to the Registered Bidders participating in the auction.
- (j) Subject to these terms and conditions, the Registered Bidder, whose bid has, met and exceeded the Reserve Price and has placed the highest bid at the end of the Auction Window i.e. 29th September 6:00 PM IST will be Winning Bid and the Registered Bidder with the Winning Bid will be adjudged as the Winning Bidder by M&M. Subject to the terms and conditions appearing under the Mahindra Thar User Agreement, on conclusion of the bidding process the Winning Bidder's bid shall form a contract for sale between the Winning Bidder and M&M, which unless otherwise specified in writing by M&M, shall incorporate these terms and conditions.

4. Announcement of the Winner

- (a) On conclusion of the auction and after the end of the Auction Window, FGVL and/or M&M will notify the Registered Bidder by SMS, phone call or email (the "Notification") of whether the Registered Bidder has been declared as the Winning Bidder. Registered Bidders who are not adjudged as the Winning Bidder by M&M will be notified to that effect by way of SMS or email. The Registered Bidders will be contacted on the registered number/ email id which shared with FGVL and M&M by the Registered Bidder at the time of registration.
- (b) Authorized representatives of M&M will try to contact the Winning Bidder on a best effort basis and calls will be made to the Winning Bidder between 10 Am and 5:30 Pm within 2 days from the end of the Auction Window. In case of no-response from the Winning Bidder within 2 days of the Notification being sent to such Winning Bidder, or if the Winning Bidder does not pay the amount of Rs 10 lakhs (Ten Lakh only) or 10 (Ten) percent of the Winning Bid amount, whichever is higher, within 48 hrs of the Notification received by such Winning Bidder the Caution Money paid by such Winning Bidder will be forfeited and the next highest bid will be declared as the Winning Bid by M&M and the Registered Bidder who placed the said bid will be adjudged to be the Winning Bidder. The afore mentioned process will be followed till a Winning Bidder fulfills all the payment and KYC requirements as mentioned under this Mahindra Thar Auction User Agreement
- (c) You agree that only the communication received by you from emails containing the domain name "@mahindra.com" shall be treated as a valid communication from the authorized representatives of M&M and that you shall not act upon any other email, telephonic or SMS communication received from any other phone number or e-mail address claiming to be that of an authorized representative of M&M. If an authorized representative of M&M calls you through any phone number, such authorized representative shall send you an email with the domain name "@mahindra.com" recording the telephonic conversation.
- (d) The Winning Bidder upon receiving a call from the authorized representatives of M&M shall be informed by such authorized representative of the steps to be taken by the Winning Bidder in completing the payment as per the Winning Bid and in completing the KYC (E.g. PAN Card (mandatory), Voter ID/ Driver's license/ Aadhar Card) required to register the vehicle in the name of the Winning Bidder.
- (e) The Winning Bidder will be required to submit the aforementioned documents/information within 5 days of the Notification received by such Winning Bidder, failing which such person will be disqualified and the Caution Money and any other amount so deposited by such person will be forfeited.
- (f) The Winning Bidder will be required to pay the amount as per the accepted Winning Bid and as notified by the authorized representatives of M&M within 10 days of receiving the Notification and in case of failure to pay such amount within the number of days specified herein, the Caution Money will be forfeited and the next highest bid for the vehicle received by M&M will be adjudged the winner of the auction by M&M.

- (g) The Winning Bid amount paid by the Winning Bidder will be accounted as follows;
- a. An amount equivalent to and inclusive of the price towards the ex-showroom price of the vehicle, the registration fees, the insurance charges and any other local levies as decided by M&M will be retained by M&M along with the Caution Money paid by the winner of the auction (hereinafter referred to as the “Vehicle On-road price”).
 - b. Any amount received in excess of the amount calculated by M&M towards the Caution Money, ex-showroom price of the vehicle, the registration fees, insurance charges, and any other local levies (hereinafter referred to as “Charity Money”) will be paid by the Winning Bidder directly to the charitable organization of his/her choosing (hereinafter referred to as the “Charitable Organization”) from the options given to the Winning Bidder by M&M. Such Charity Money paid by the Winning Bidder directly to the Charitable Organization will not be a part of the on-road sale price of the vehicle and hence will not be reflected in the invoices received from M&M.
- (h) The Winning Bidder will have to deposit an amount of Rs 10 lakhs (Ten Lakh only) or 10 (ten) percent of the Winning Bid amount, whichever is higher, within 48 hrs and the balance payment as per the Winning Bid within 10 days of the Notification received by such Winning Bidder. Payment of the afore-mentioned Rs.10(ten) Lakhs or 10(ten) percent of the Winning Bid amount (whichever is higher) and the Vehicle On-road price will be made in favour of Mahindra & Mahindra Limited. The payment mode will be Bankers Cheque/ Bankers Draft or an online NEFT / RTGS transfer in favor of Mahindra & Mahindra Limited. The bank account details to which the payment is made will be communicated by M&M in its communications to the Winning Bidder. The payment mode and the account details for payment of the Charity Money to the Charitable Organization will be communicated by M&M in its communications to the Winning Bidder.
- (i) Upon payment of the complete amount quoted in the Winning Bid by the Winning Bidder and upon providing the required information as per the KYC requirements imposed by M&M or its dealers, M&M will register and deliver the vehicle through a local dealer of its choice to the Winning Bidder.
- (j) For the Winning Bidder, true and accurate KYC after being adjudged the winner of the auction is a MUST. Refusal to complete the KYC requirements imposed by M&M within 5 days of the Notification will result in the winner of the auction forfeiting the Caution Money and any other amount so deposited by such person.
- (k) A bid once placed by a Registered Bidder may not be retracted and the Registered Bidder is bound to complete and pay the amount bid by the Registered Bidder if that bid is the Winning Bid. The Winning Bid will be inclusive of all the taxes payable under applicable laws.
- (l) The vehicle won by the Winning Bidder in the auction will be invoiced and registered only in the name of Winning Bidder or in the name of a close relative. Transfer or change of

name at the time of delivery / registration is not allowed. Please check the Mahindra Thar Auction User Agreement, for more information.

5. Choosing the vehicle and the Charitable Organization

- (a) Information about the vehicle variants, the specifications for each variant and the color options which the Winning Bidder may choose from will be displayed on the Website at the time of registration on the Website and even during the Auction Window. For details of the variants and colors that you may choose from upon winning the auction, please visit <https://auto.mahindra.com/suv/thar/specifications-features> or <https://www.carandbike.com/thar-auction-registration>.

The vehicle won by the Winning Bidder will contain the following features;

- (1) Customized badging with the owners initials on the exterior of the vehicle
 - (2) Serial no. 1 on the decorative vin plate affixed on the dashboard
 - (3) Leatherette seats
- (b) Upon winning the auction, and on receiving the call or email from the authorized representatives of M&M, the Winning Bidder will be given the option to choose one from the vehicle variants and the colour variants available on the Website. The vehicle variant and the colour of the vehicle once selected by the Winning Bidder cannot be changed under any circumstances and no such change requests will be entertained by M&M or FGVL.
- (c) Please note that vehicles colour displayed on Mahindra Thar website may slightly defer from the actual colour of the vehicle.
- (d) Once the vehicle variant and the color of the vehicle is selected by the Winning Bidder, the Winning Bidder will be required to send a confirmation email to that effect to the e-mail address informed by M&M.
- (m) The Winning Bidder will be given the option to select one Charitable Organization to which the Charity Money will be paid directly by the Winning Bidder. The following are the three options from which the Winning Bidder shall choose.
1. Naandi Foundation (information about the organization is available at <https://www.naandi.org/>)
 2. Swades Foundation (information about the organization is available at <https://swadesfoundation.org/>)
 3. PM Cares (Prime Minister's Citizen Assistance and Relief in Emergency Situations) Fund. (Information about the fund is available on the website <https://www.pmcared.gov.in/en/>)
- (e) The vehicle won through the auction will be delivered to the Winning Bidder within a maximum of 60 days from date of M&M receiving the full and final Vehicle On-road price and the Charitable Organization receiving the Charity Money as per the Winning Bid amount either directly from the Winning Bidder or through their bank subject to fulfillment of the KYC requirement imposed by M&M and after registration of the vehicle in the name of the

Winning Bidder. Upon payment of the Vehicle On-road price and the Charity Money to M&M and the Charitable Organization respectively, the Winning Bidder will have to produce proof of such payment to M&M. M&M will within 5 days of you producing such proof of payment, cross check the payment details with its own records and with the records of the Charitable Organization. The vehicle registration and delivery to the Winning Bidder will be done by M&M only after M&M receiving confirmation from the Charitable Organization of having received the Charity Money.

- (f) For those Registered Bidders who had paid the Caution Money but did not win the auction, the refund of the Caution Money will be initiated immediately upon such Registered Bidder receiving the Notification to that effect. Such refund will be made by the third-party payment gateway to which the Caution Money was paid by the Registered Bidder. Refunds shall be made back to the same source from which the Caution money was paid within a maximum of 30 days from the date when the Registered Bidder received Notification by FGVL that the refund has been initiated.
