

Mahindra Thar Auction User Agreement

1. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures
2. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and User agreement for access or usage of www.carandbike.com website.
3. These are the terms and conditions (hereinafter referred to as "**Mahindra Thar Auction User Agreement**") governing your use of the website www.carandbike.com (hereinafter referred to as "Website") and shall come into effect on **3:00 PM India Standard Time on September 19th, 2020**. The Mahindra Thar Auction User Agreement is valid and applicable to the Website owned and operated by Fifth Gear Ventures Limited (hereinafter referred to as "FGVL") as well as to the vehicle sold through the auction by Mahindra & Mahindra Ltd (hereinafter referred to as "M&M") a company incorporated under the Indian Companies Act, 1913, and having its registered office at gateway Building, Apollo Bunder, Mumbai-400001. On accessing this Website and/or on registration as a Registered Bidder you accept that this Mahindra Thar Auction User Agreement is the legally binding contract between you, FGVL and M&M. You will re-affirm that agreement every time you log in, or bid, or make use of any of the services on the Website.
4. This Website is the sole property of FGVL and all intellectual property rights in the Website and the contents displayed therein vest solely in FGVL or M&M or their respective licensors.
5. This Website and the products and services offered through the Website are intended for residents of India only and the contents of this Website are subject to the matters set out below, which are to be read in conjunction with the Privacy Policy and Disclaimers which may appear on this Website.
6. "You" / "you" / "Your" / "your" / "User" refers to the person or entity accessing or registering for the auction on the Website and/or availing the services or products offered through the Website. By accessing the Website or by registering and/ or using the Website, you agree and accept the Mahindra Thar Auction User Agreement as set forth below. This Agreement applies for an indefinite term. You must be a registered user to place bids for the vehicle on this Website. You will be deemed to have completed your registration on the Website only after paying the Caution Money. A registered user of the Website will be hereinafter referred to as a "Registered Bidder". A Registered Bidder who is selected as the winner of the auction will be hereinafter referred to as "Winning Bidder". The final amount

quoted by the Winning Bidder and accepted as the highest bid by M&M and FGVL will be hereinafter referred to as the “Winning Bid”.

ACCEPTANCE OF TERMS OF USE

7. Your use or viewing the Website denotes your acceptance of the Mahindra Thar Auction User Agreement, including the Disclaimers and Privacy Policy available on the Website, and all other operating rules, policies, and procedures that may be published on the Website, which are incorporated by reference. In addition, some services offered through the Website may be subject to additional terms and conditions adopted by M&M and the User agrees to abide by such additional terms and conditions as may be communicated by M&M to the User from time to time. FGVL reserves the right to change, suspend, or discontinue the Website (including, but not limited to, the availability of any feature, database, services or content) or any part thereof, at any time for any reason. We may also impose limits on certain features and services or restrict your access to parts or all of the services of Website without notice or liability. The Website and its contents and services offered through the Website are available only to individuals who are at least 18 years old. You represent and warrant that if you are an individual, you are at least 18 years old to form a binding contract, and that any personal information you may submit will be accurate and truthful. We reserve the right to ask for proof of age or other KYC documents from you and your account may be suspended without any liability to M&M or FGVL until satisfactory proof of age or the other KYC documents requested for are received by FGVL. FGVL may, in its sole discretion, refuse to offer the Website to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Website is revoked in those jurisdictions.

TERMS OF USE

8. FGVL represents that it is engaged in the business of inter alia operating, maintaining and running an online platform, facilitating buying and selling of all kinds of vehicles, products and services through electronic commerce and owns and maintains a portal on the internet to facilitate sale of automobiles both new as well as used/pre-owned/surrendered/repossessed vehicles as per the specification provided by seller of the vehicles.
9. You understand and agree that the Website is merely a platform to facilitate sale of vehicles and is not a party to the transaction between you and M&M in any respect. You also understand and agree that FGVL is not the seller of the vehicles, does not inspect, nor guarantee the condition or delivery of the vehicles or the vehicle transfer related documents. You understand and acknowledge that the contract for sale of any of the vehicles or products shall be a strictly bipartite contract between Mahindra & Mahindra Limited (M&M) and you. At no time shall any right, title or interest over the transaction vest with FGVL nor shall FGVL have any obligations or liabilities in respect of such contract.

10. Any and all decisions and actions of M&M in relation to and pursuant to this Mahindra Thar Auction User Agreement, including the process of identifying Winning Bidders hereunder, are and shall remain subject to the final and absolute approval of M&M. All Registered Bidders shall submit their bids on the basis of this understanding and shall accept the final decision of M&M, without demur or protest, recognizing that the M&M is the sole and absolute authority to finally approve all aspects of the structure and operation of the auction process at law and under contract. All decisions made under this Mahindra Thar Auction User Agreement shall be final and binding on all the Registered Bidders and by participating in the process contemplated in this Mahindra Thar Auction User Agreement, the Registered Bidder waives all claims, and agrees that no claims shall lie against M&M in any respect in relation to the above approval and decision-making process.

ABOUT THE AUCTION

11. The auction that will be conducted on the Website, will be an invitation to bid for the Mahindra Thar #1. Part of the proceedings from the auction over and above the on-road price of the vehicle as determined by M&M at its sole discretion will be given to a charity as per the terms of the Mahindra Thar Auction User Agreement.

ELIGIBILITY CRITERIA

12. The auction is open for participation only to the residents of India who are at least 18 years of age on the date of registering for the auction on the Website. Only those Users meeting the above-mentioned criteria will be eligible to bid in the auction conducted on the Website.
13. Corporate entities incorporated in India and having their registered office in India may also participate in the auction subject to fulfilling the following eligibility criteria;
- (a) The corporate entity that intends to register for the auction must be incorporated in India, and must not be controlled by companies incorporated in or persons domiciled in jurisdictions where the standards of financial regulation and disclosure are unacceptable to M&M.
 - (b) In addition to any other criteria in this regard which M&M may at its discretion consider appropriate, corporate entities bidding at the auction must not be controlled by persons or entities incorporated/domiciled in jurisdictions which:
 - offer themselves or are perceived to offer themselves as a place to be used by non-residents to escape high taxes in their country of residence;
 - adopt the laws and administrative practices under which businesses and individuals can benefit from protection against scrutiny by foreign regulatory authorities;
 - demonstrate a lack of transparency in the operation of the legislative, legal or administrative provisions;
 - do not follow globally accepted norms for know your client regulations; or
 - lack a competent legal framework for the prevention of money laundering or such other economic offences
14. A corporate entity registering for the auction will only do so through an authorized representative of the corporate entity. You warrant that you are the authorized representative of the corporate entity on whose behalf you have registered for the auction and have the power to enter into and bind the corporate entity into the Mahindra Thar Auction User Agreement.

15. Employees of FGVL, M&M, M&M's group companies, affiliates and their immediate family members are not allowed to participate in the auction. For the purposes of this clause an immediate family member shall mean spouse, parents, siblings, children, grandchildren or in-laws.
16. Each Bidder must be competent to contract under the Indian Contract Act, 1872 and must not be prohibited under the laws of India from bidding in this auction.
17. A person or corporate entity shall, not be considered competent to bid in this auction and shall be disqualified from placing bids if M&M in its sole discretion incurs at any time before, during or after the auction that such person or entity does not meet the eligibility criteria mentioned under this Mahindra Thar Auction User Agreement or for any other reason, which in the opinion of M&M renders such Registered Bidder, or any of its directors, managing partners or chief executive officer, unfit to participate in the auction.

REGISTRATION FOR THE AUCTION

18. You must register on the Website before using the Website or placing any bids, however you can browse the Website without registering. You must complete an on-line registration form available on <https://www.carandbike.com/thar-auction-registration> to register on the Website.
19. Users can register themselves on the above-mentioned URL starting from 19th September 2020 from 3:00 PM IST. Registration for the auction will be accepted till 11:59 PM IST on 28th September 2020 and no further (hereinafter referred to as the "Registration Window"). M&M at its sole discretion, reserves the right to either extend or cut short the Registration Window.
20. To register as a User in the Mahindra Thar auction you are required to provide all the details as mandated on the Website.
21. The User agrees that the User has read, understood and will abide by the auction rules (hereinafter referred to as the "Auction Rules") displayed on the URL <http://auction.carandbike.com>.
22. The User must be a resident of India and must be at least 18 years of age on the date of registering for the auction on the Website. Only those Users meeting the above-mentioned criteria will be eligible to bid in the auction conducted on the Website.
23. The login credentials, that will be auto generated at the time of registration of the User on the Website, should be kept confidential by the User and should not be shared with anyone.
24. If you use the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering for the auction. M&M, at its sole discretion may allow or

disallow, such requests from you to change the information that you provided when registering for the auction. You may write to Support@carandbike.com from the same email address used for your registration, if you are required to make a request for a change of information related to your account on the Website.

25. Each registration is separate for every User. To access certain parts of the Website i.e. the auction room, you are required to enter your individual User Name and Password (hereinafter referred to as “Login Credentials”). Therefore we do not permit any of the following:
- a. Sharing your Login Credentials with anyone;
 - b. Any part of the Website being cached in proxy servers and accessed by individuals who have not registered with the Website as Users of the Website;
 - c. Multiple Users on a network accessing the Website through a single Login Credential

If FGVL has reason to believe that the Login Credentials of a particular User is being used in any of the aforementioned ways, FGVL reserves the right to cancel access rights to the Website immediately without notice, and block access to anyone accessing the Website from that IP address or using such Login Credentials.

26. You agree to comply with all requests either FGVL or M&M may make for proof of identity and references as to character and/or financial standing at any time prior to, during, or post your registration as a User of the Website.
27. Without limiting any other remedies available to FGVL under the Mahindra Thar Auction User Agreement, FGVL may suspend and/or terminate your registration if it has any reason to suspect that you have engaged in, or have in any way been involved in or linked to any fraudulent activity in connection with the auction or your use of the Website or that you have misused the Website or the bidding process or breached your obligations under the Mahindra Thar Auction User Agreement.
28. You must not attempt at any time to do anything which interferes with the proper working of the Website or of any auction or which will put an unreasonable or disproportionately large load on the Website's infrastructure.
29. You shall not use the Website to transmit or store material, which is obscene, racist, threatening, menacing, offensive, defamatory, and abusive, in breach of confidence, in breach of any intellectual property right or which is in breach of any applicable law.

CAUTION MONEY

30. During your registration on the Website, you will be required to pay an amount of Rs 10,000/- towards Performance Guarantee (hereinafter referred to as “Caution Money”). The Caution Money will be deposited with a third-party online payment gateway provided on the auction Website. Your registration on the Website will be complete only upon the payment of the Caution Money through the third-party payment gateway. The Caution Money will be an interest free deposit that you make in favor of FGVL through a third party payment gateway as per the Auction Rules to register for the auction and the amount so deposited as Caution Money will be refunded to you by such third party payment gateway as stated in the Auction Rules as well as in the Mahindra Thar Auction User Agreement, if you are not the winner of the auction.
31. Neither FGVL nor M&M will be responsible for any failure/decline in making any payment due to any reason (including without limitation exceeding limit, wrong details etc.).
32. The currency for the purposes of payment under this Mahindra Thar Auction User Agreement will be the Indian Rupee (INR) only.
33. The Caution Money already paid through the third-party payment gateway, by the Winning Bidder of the auction will be adjusted from the Winning Bid amount and transferred to M&M and the Winning Bidder will be required to pay only the amount remaining after deducting the Caution Money, while making the final payment.
34. For the Registered Bidder who is not declared as the winner of the auction, the Caution Money will be refunded to such Registered Bidder within 30 days from the date on which such Registered Bidder is notified of not winning the auction. To understand the manner in which the refund of the Caution Money will be initiated, the Registered Bidder is requested to kindly go through the Auction Rules. The Registered Bidder agrees that neither FGVL nor M&M will be responsible in any manner for any delay in the refund of the Caution Money within the afore-mentioned time period.
35. The refund of the Caution Money so initiated by the third-party payment gateway will be to the same source or bank account from where the payment had been received. The Registered Bidder agrees that, the Registered Bidder shall not request FGVL or M&M to divert the Caution money to any other account or source and that neither FGVL nor M&M will have any obligation to entertain such requests.

BIDDING PROCESS

36. The auction will be conducted as per the Auction Rules that are to be read as a part and parcel of this Mahindra Thar Auction User Agreement.
37. The auction will commence on 24th September 2020 at 9:00 AM and will end on 29th September 2020 at 6:00 PM IST (hereinafter referred to as the “Auction Window”).
38. 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.

39. 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.
40. The bids for the vehicle may be placed by a Registered bidder till the closing time of the Auction Window.
41. 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).
42. 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. Any dispute as to the bidding process, selection of the Winning Bidder and the selection of the Winning Bid will be settled by M&M at its absolute discretion. Subject to these terms and conditions, 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.
43. The Registered Bidder agrees that each bid made by a Bidder shall constitute an offer which is legally binding on the Registered Bidder.
44. The Registered Bidder’s quotation/bid on the vehicle only means that the Registered Bidder is making an offer to M&M to buy the listed vehicle and that M&M at its own discretion may choose to accept or not accept such offer. A quotation does not entitle the Registered Bidder to have a first right to buy the vehicle offered in the auction. The final decision for sale of the vehicle being offered at the auction is at the sole discretion of M&M. FGVL’s and M&M’s sole liability to an unsuccessful Registered Bidder under this Mahindra Thar Auction User Agreement is to refund the Caution Money collected from the Registered Bidder as per the terms of the Auction Rules.
45. By placing the Winning Bid, the Winning Bidder agrees to be bound by the conditions of sale imposed by M&M in their order taking form, which the Winning Bidder will be required to sign before getting the vehicle registered in the Winning Bidder’s name. If you are registering on the Website as a business entity, you represent that you have the authority to bind the entity to this Mahindra Thar Auction User Agreement.
46. The Registered Bidder also agrees that any quotation that the Registered Bidder places on the vehicle listed on the Website is legally binding on the Registered Bidder and that if the Registered Bidder is declared to be the winner of the auction, the Winning Bidder will fulfill its purchase commitment by paying the amount specified under the Winning Bid for the

vehicle and taking delivery within the timeframe set by M&M and as per the terms of the Auction Rules.

SELECTION OF THE WINNING BIDDER

47. 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.
48. 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 aforementioned process will be followed till a Winning Bidder fulfills all the payment and KYC requirements as mentioned under this Mahindra Thar Auction User Agreement.
49. 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.
50. You agree that neither M&M nor FGVL will be responsible in any manner, if the authorized representatives of M&M are not successful in contacting you over due to the following reasons;
 - (a) If, your phone line being busy
 - (b) If no answer is received
 - (c) Poor call conditions/ unclear reception
 - (d) If your number is engaged
 - (e) If call drops occur
 - (f) Or due to any other reason that could render a call unsuccessful or terminate it
51. 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.

52. In addition to the above you also agree to provide all such information as requested in the order taking form and to execute the sale agreement provided by M&M for the vehicle being auctioned under the Mahindra Thar Auction User Agreement.
53. 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.
54. 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. 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.
55. Please note that vehicles colour displayed on Mahindra Thar website owned by M&M or the Website may slightly defer from the actual colour of the vehicle.
56. 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.
57. 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.
58. You agree that the timelines for payment and submission of other information under this Mahindra Thar User Agreement may be revised/ reduced or increased at the absolute discretion of M&M without any prior notice to the Registered Bidder.
59. 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.

60. 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.
 - (a) Naandi Foundation (information about the organization is available at <https://www.naandi.org/>)
 - (b) Swades Foundation (information about the organization is available at <https://swadesfoundation.org/>)
 - (c) PM Cares (Prime Minister's Citizen Assistance and Relief in Emergency Situations) Fund. (Information about the fund is available on the website <https://www.pmcare.gov.in/en/>)
61. The Winning Bidder agrees that he/she will only pay the Charity Money to the Charitable Organization selected by them under this Mahindra Thar Auction User Agreement and to no other charitable organization. Neither M&M nor FGVL will be liable to entertain any requests from the Winning Bidder, to pay the Charity Money to any charitable organization not appearing in the list of charitable organizations mentioned under this Mahindra Thar Auction User Agreement.
62. You also agree that if you are adjudged the Winning Bidder by M&M, the right, title and interest over the vehicle won by you under the auction will be transferred to you only upon payment by you of both the Vehicle On-road price and the Charity Money in full to M&M and the Charitable Organization respectively and after registration of the vehicle in your name.
63. The Winning Bidder will 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 to be 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.
64. 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 deliver the vehicle through a local dealer of its choice to the Winning Bidder.

65. The vehicle won by the Winning Bidder will contain the following features;
- (a) Customized badging with the owner's initials on the exterior of the vehicle
 - (b) Serial no. 1 on the decorative vin plate affixed on the dashboard
 - (c) leatherette seats
66. 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. The Vehicle will only be registered in the name of the Winning Bidder or in the name of such close relative in whose name the Winning Bidder requests M&M to register the vehicle. For the purpose of this Mahindra Thar Auction User Agreement, a "close relative" shall only mean parents, siblings, children and grandchildren who are permanent residents of India and above the age of 18 years as on the date when the name of the Winning Bidder is declared by M&M. In case, as per the request from the Winning Bidder, the vehicle is to be registered in the name of a close relative, such close relative shall be required to fulfill all the KYC requirements and execute such documents that M&M mandates, for the sale of the vehicle and the registration of the vehicle in the name of such close relative.
67. 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.
68. Standard warranty as provided by M&M will be applicable to the auctioned vehicle as per M&M's guideline/ policy.
69. The insurance provided by M&M to the vehicle won by the Winning Bidder will be a comprehensive insurance.
70. The Winning Bidder's name will be published/notified to the general public by M&M.
71. The Registered Bidders of the Website hereby agree to allow M&M to use their name, location, photographs and videos in their marketing campaign during the Auction Window or after the end of the Auction Window as well as on the Website's auction room during the Auction Window against the bids placed by such Registered Bidder. The Registered Bidder is aware and agrees that his name will be visible to other Registered Bidders on the Website during the Auction Window, as well as to the general public through M&M's marketing campaigns and that he/she does not have any objection to his/her name being so displayed.
72. The Registered Bidder warrants and represents that any and all information including any communications, software, photos, texts, video, graphic, music, sounds, images and other material submitted or recorded in any manner by the Registered Bidder will be licensed to M&M for its use in the marketing material and that such information or material submitted by the Registered Bidder does not infringe upon any other individual or organizational rights (including without limitation, intellectual property rights). The Registered Bidder hereby agrees to indemnify M&M and FGVL from any and all damages, claims and actions in India and abroad arising from an infringement or alleged infringement of the aforementioned rights of an individual or organization.

73. 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. You agree that 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. You agree that 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 and that neither M&M nor FGVL will be responsible for any delay in the registration and delivery of the vehicle to the Winning Bidder, due to a delay in receiving confirmation from the Charitable Organization of having received the Charity Money from the Winning Bidder. Neither M&M nor FGVL will be held responsible for any delay in the delivery of the vehicle that occurs solely due a Force Majeure situation OR due to the delay by winner of the auction in fulfilling the KYC requirements, OR due to any other reason solely attributable to the Winning Bidder.
74. M&M will provide a receipt of payment to the payee upon receiving the funds in full towards the Vehicle On-road price in its account.
75. 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. 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. The User agrees that Neither M&M nor FGVL will be responsible for any delay or failure in the refund of the Caution Money by the third-party payment gateway.
76. In addition to the rights granted to FGVL under the privacy policy, by giving a quotation on a vehicle, you agree and allow FGVL to provide to M&M and to its dealers or a third-party service provider, your personal information.
77. In the event of any violation by you, of the Mahindra Thar Auction User Agreement, and other terms and conditions governing your use of the Website, FGVL may suspend or deactivate your access to the Website and any bid placed by you will be deemed redundant along with the forfeiture of your Caution Money. You may also be liable for legal action in a court of law for renegeing on your commitment to purchase in an auction format agreed by you as legally binding upon yourself by way of your participation on the Website.

AVAILABILITY OF THE WEBSITE

78. FGVL will do their utmost best to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the Website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction. This Website or any portion of this website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of FGVL and / or its affiliates, as may be applicable.

NO BID MANIPULATION

79. Price manipulation of any kind directly or indirectly by communication with the other Registered Bidders of the Website is prohibited and may result in the disqualification of such Registered Bidders who are found indulging in such price manipulation.

CHANGES TO THESE TERMS AND CONDITIONS

80. M&M reserves the right, at its sole discretion, to modify or replace the terms of the Mahindra Thar Auction User Agreement and/or the Auction Rules of auction by posting the updated terms and/or rules on the Website without any notification to you. It is your responsibility to check the Mahindra Thar Auction User Agreement and the Auction Rules periodically for any changes. Your continued use of the Website following the posting of any changes to the Mahindra Thar Auction User Agreement and/or the Auction Rules constitutes automatic acceptance by you of those changes. All amended terms shall automatically become effective immediately after they are posted on the Website and any subsequent use of the Website shall be governed by such amended terms. Only in the event of any change or amendment made by M&M to the terms and conditions appearing in the Mahindra Thar Auction User Agreement, the Registered Bidder shall have a right to withdraw his / her registration until the commencement of the Auction Window and shall be entitled to receive the Caution Money, without any deduction. Such requests for the withdrawal of his/her registration due to a change in the Mahindra Thar Auction User Agreement, before the commencement of the Auction Window may be addressed to support@carandbike.com. The refund of the Caution Money paid by the Registered Bidder will be initiated upon M&M receiving an e-mail to that effect from the registered Email ID of the Registered Bidder and the Caution Money so refunded will be refunded by the third-party payment gateway engaged by FGVL to the same source or bank account from where the payment had been received. The Registered Bidder agrees that he/she will not have the option to request for the withdrawal of his/her registration due to a change in the terms of the Mahindra Thar Auction User Agreement once the Auction Window starts.

LIMITATION OF LIABILITY

81. Notwithstanding anything to the contrary contained anywhere in the Mahindra Thar Auction User Agreement, to the fullest extent permitted under applicable law, neither FGVL nor M&M will be liable in contract or tort or otherwise for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the auction conducted under the Mahindra Thar Auction User Agreement, in any manner. The maximum joint liability of M&M and FGVL for any claim arising hereunder (whether in tort or contract or otherwise) will only be limited to the Caution Money or any other amount received by M&M from the Registered Bidder under the terms of the Mahindra Thar Auction User Agreement.

FORCE MAJEURE

82. Neither FGVL nor M&M will be liable for any failure and/or delay on our part in performing any obligation under this Mahindra Thar Auction User Agreement, and/or for any loss, damages, costs, charges and expenses incurred that you suffer if such failure and/or delay is a result of or arising out of a Force Majeure Event. For the purposes of this Mahindra Thar Auction User Agreement, a "**Force Majeure Event**" means any event due to any cause beyond the reasonable control of either FGVL and/or M&M, including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake, explosion, acts of God, civil commotion, strikes, lockout, governmental restrictions, epidemics, hacking, data theft, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government including change in law, governmental orders or restrictions breakdown, and/or hacking of the Website and/or contents provided on the Website, such that it is impossible to perform the obligations under the Mahindra Thar Auction User Agreement or any other cause or circumstances beyond the control of FGVL or M&M hereto, which prevents timely fulfillment of the obligation of either FGVL or M&M in accordance with the terms of this Mahindra Thar Auction User Agreement.

GENERAL TERMS

83. While FGVL make every reasonable effort to ensure that the information contained in the Website is correct, the information may be incomplete, inaccurate or may have become out of date and hence the accuracy, correctness and completeness of the information available on the Website cannot be guaranteed or warranted. FGVL reserve the right to amend, delete, modify or restrict the information available to you on the Website at any time. We also reserve the right to restrict or terminate your access to the Website or any feature or part thereof at any time.
84. This auction is being conducted in good faith by M&M and FGVL to help a charitable cause. No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information or any other information at any time made available to any

Registered Bidder or any other third party in connection with this auction is given by either M&M or FGVL or by their respective directors, officers, office-bearers, employees or any other person. Accordingly, each Registered Bidder shall be responsible for verifying the accuracy of all information made available to the Registered Bidder and for making all necessary enquiries prior to the submission of its bid. Neither M&M nor FGVL or any of their directors, officers, office-bearers or employees will be liable, whether directly or vicariously, to any Registered Bidder or other third party for any claims, losses, expenses, liabilities or damages of any kind whatsoever suffered by any Registered Bidder or other third party as a result of any reliance on any information on the Website or otherwise in connection therewith.

85. Neither M&M nor FGVL nor any of their respective directors, officers, office-bearers or employees will be liable to any Registered Bidder or other third party for any claims, losses, expenses, liabilities or damages of any kind whatsoever suffered by any Registered Bidder, or other third party as a result of the auction process being declared or deemed to be unauthorised / illegal.
86. M&M reserves the unfettered right and absolute discretion at any time and without any liability whatsoever to any Registered Bidder or other third party to cancel the entire auction at any stage in respect of any or all territories in India without giving any reasons or notice to the Registered Bidder. In case of such a cancellation of the auction, the Caution Money deposited by the Registered Bidder shall be refunded by the third-party payment gateway engaged by FGVL.
87. Each Registered Bidder irrevocably and unconditionally accepts and agrees that by submitting a bid:
 - (a) It agrees to be bound by the terms and conditions and obligation set out in the Mahindra Thar Auction User Agreement and the Auction Rules
 - (b) It warrants that it is a person or entity which satisfies all the eligibility requirements set out in the Mahindra Thar Auction User Agreement
 - (c) It agrees to comply with and accept the outcome of the auction process, and that the decision of M&M in this regard shall be final and binding upon the Registered Bidder in all respects
88. Requests from the Registered Bidders for clarification and/or further information relating to this auction must be sent by email to support@carandbike.com. M&M or FGVL will endeavor to respond to your queries at the earliest. It is agreed by you that M&M will not be responsible for any direct or indirect loss or damage caused to you in any manner due to any delay in responding to your queries.
89. M&M in its sole discretion, will be entitled to reject any bid submitted by a Registered Bidder who satisfies the eligibility requirements if, in its opinion, there are reasons why the relevant Registered Bidder is not desirable to be enrolled to participate in the auction process.

90. Neither FGVL nor M&M guarantees that the submission of any bids will be conducted in a fault free manner. FGVL does not guarantee to maintain continuous operability or service of the Website.
91. FGVL does not guarantee continuous, uninterrupted or secure access to the services offered on the Website, and operation of the Website may be affected by numerous factors outside of our control. Neither FGVL nor M&M accepts any liability to you for any losses of whatever nature, you may incur as a result of any aspect of the Website being unavailable for use or not operating in the way you would expect. In particular, neither FGVL nor M&M accepts any liability for any losses incurred by you as a result of any bid or communication not being received at the Website.
92. The payment of the Winning Bid amount as also the Caution Money amount are payable in Indian Rupees (INR).
93. Risk and title to the vehicle won by the Winning Bidder through the auction will only pass to the Winning Bidder upon registration of the vehicle in the name of the Winning Bidder, which shall be done only after the Vehicle On-road price and the Charity Money are received by M&M and the Charitable Organization respectively in full.
94. 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.
95. If a Winning Bidder chooses not to complete the transaction, FGVL along with M&M, in addition to taking legal action against such Winning Bidder, shall be at liberty to offer the vehicle to other Registered Bidders in the auction (and seek to recover the difference in the amounts of the bids from you).
96. It is your responsibility to review the on-going status of any bid you make. You should not rely on our automated e-mail or SMS system to keep you updated and FGVL does not accept any liability for any losses incurred as a result of a lost or delayed e-mail or SMS update.
97. FGVL reserves the right to remove any details or pictures of any auction from its servers at any time after the auction has closed in order to free up space on its servers.
98. FGVL and M&M reserve the right to cancel the auction being conducted on the Website at any stage before the closing time of the Auction Window.
99. These terms and conditions, any contract and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract between us and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
100. If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

101. You may not assign your rights under these Terms and Conditions without FGVL's and M&M's consent.
102. If FGVL or M&M (as the case may be) fails to insist upon strict performance of any of your obligations under the Mahindra Thar Auction User Agreement, or if M&M or FGVL (as the case may be) fails to exercise any of the rights or remedies to which it is entitled under the Mahindra Thar Auction User Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
103. Neither FGVL nor M&M has any control over the Charitable Organization or over the use of the Charity Money so received by it as per the terms of the Mahindra Thar Auction User Agreement. The Winning Bidder agrees that it will not hold either M&M or FGVL liable for the manner in which the Charity Money so received by the Charitable Organization under this Mahindra Thar Auction User Agreement is used.
104. FGVL runs its business on the basis of a robust Web Site. However FGVL is outsourcing server space from a third-party hosting company and hence shall ensure the smooth running in all good faith and intention. However neither FGVL nor M&M will be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at the User's end directly or indirectly effecting Online method of giving quotations.
105. The User agrees to defend indemnify and hold harmless FGVL and M&M from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall FGVL or M&M be liable for any loss of business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim.
106. The information, software, products, and services included in or available through the FGVL Website may include inaccuracies or typographical errors. Changes are periodically made to the sites/services and to the information therein. FGVL and/or its respective suppliers may make improvements and/or changes in the sites/services at any time. Advice received via the Website/services should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
107. FGVL and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the FGVL Website for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. FGVL and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.
108. This Website may contain links to other web sites operated by third parties ("linked sites"). You acknowledge that, when you click on a link to visit a linked site, a frame may appear that contains the FGVL logo, advertisements and/or other content selected by FGVL. You

acknowledge that FGVL and its sponsors neither endorse nor are affiliated with the linked site and are not responsible for any content of any linked site or any link contained in a link site, or any changes or updates to such sites. You also acknowledge that FGVL is providing these links to you only as a convenience.

109. You specifically agree that M&M and/or FGVL shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through a FGVL Website/service. You specifically agree that FGVL is not responsible or liable for any threatening, defamatory, obscene, offensive or rights. You specifically agree that FGVL is not responsible for any content sent using and/or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property included in a FGVL Website/service by any third party.
110. In no event shall M&M, FGVL and/or its suppliers, directors or employees be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the FGVL Websites or the auction conducted under the Mahindra Thar Auction User Agreement, including without limitation for any delay or inability to use the FGVL Websites/services or related services, failure to provide any information, software, products and services. FGVL does not endorse in anyway any advertisers/ contents of advertisers on its webpages. Please therefore verify the veracity of all information on your own before undertaking reliance and actioning thereupon. FGVL shall not be responsible nor liable for any consequential damages arising on account of your relying on the contents of the advertisement.
111. The Mahindra Thar Auction User Agreement shall be construed in accordance with the laws of India. Any and all disputes or differences either in interpretation or otherwise, of any provision of the Mahindra Thar Auction User Agreement, shall be finally settled by way of arbitration in accordance with the rules of Mumbai Centre for International Arbitration (MCIA) for the time being in force by a sole arbitrator appointed under the rules of Mumbai Centre for International Arbitration (MCIA). The venue and seat of Arbitration will be Mumbai, India. The award of the Arbitrator shall be a reasoned award and shall be final and binding on the Parties. The arbitration proceedings shall be conducted and the award shall be stated in English language. Subject to above, any dispute or difference arising out of or pursuant to this Agreement shall be subject to the exclusive jurisdiction of the courts at Mumbai.
112. Notwithstanding anything to the contrary contained in the Mahindra Thar Auction User Agreement, we reserve, at our sole discretion, our right to seek equitable remedies including by way of injunctive relief before any court of competent jurisdiction at Mumbai.
113. In case of any inconsistency between the Auction Rules, the Mahindra Thar User Agreement or any other content appearing on the Website or any other website owned by M&M, the

terms and conditions appearing in the Mahindra Thar User Agreement will supersede and prevail over such other Auction Rules or content.

114. All notices under the Mahindra Thar Auction User Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service to the address appearing below;

If Addressed to M&M: customercare@mahindra.com

Mahindra & Mahindra Limited- Automotive Division,
Akurli Road, Kandivali East, Mumbai 400 101.

If Addressed to FGVL: legal@carandbike.com

FIFTH GEAR VENTURES LIMITED
Regd. Office: Mahindra Towers, 2A Bhikaji Cama, Place Rama
Krishna
Puram, New Delhi 110066

115. By accessing the Website and/or availing any service or product at or through the Website, you give your consent to M&M, FGVL and their respective associate partners (including Dealers, financial institutions etc.) to communicate with you through phone calls/SMS/email communication etc. regardless whether your number is registered in the National Do Not Call Registry (NDNC) or www.nccptrai.gov.in

116. In the event that any provision of this Mahindra Thar Auction User Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

117. You agree to indemnify and hold M&M and FGVL, its subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Websites/services. FGVL reserves the right to disclose any personal information about you or your use of the Websites/services, including its contents, without your prior permission if it has a good faith belief that such action is necessary to:

- conform to legal requirements or comply with legal process;
- protect and defend the rights or property of its own or its affiliated companies; enforce the terms or use; or
- act to protect the interests of its members or others.

118.FGVL performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of FGVL right to comply with governmental, court and law enforcement requests or requirements relating to your use of the sites/services or information provided to or gathered with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the User, Mahindra & Mahindra Limited and FGVL with respect to the sites/services and vehicles under consideration for sale/purchase through the auction. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and FGVL with respect to the FGVL sites/services.
