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GOVT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF FINANCIAL SERVICES
DEBTS RECOVERY TRIBUNAL – 2/ BENGALURU
Telephone House, Rajbhavan Road, BENGALURU – 560001

TRC No 2422/2017 in T.A No 1318/2017 (OA No.560/14) 04.10.2024

Between:

Indian Overseas Bank,
Hassan Branch, Hassan District Certificate Holder Bank

Vs

Mr. K. N. Mohan & Another Certificate Debtors

To,

The Authorised Officer
Hassan Branch, Hassan District
Indian Overseas Bank,
Karnataka

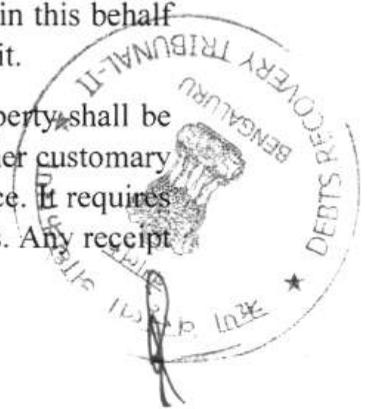
Sir,

Sub: Authorisation for execution of Proclamation of sale cum e-auction sale notice

You are hereby ordered that the proclamation of sale cum e-auction sale notice has to be served.

(1) By affixing proclamation of sale cum e-auction sale notice at a conspicuous part of the identified/RC/Mortgaged property and the panchanama in this behalf may be sent to this office, with your and 2 witnesses' signatures on it.

(2) The Proclamation for the sale of identified/RC/Mortgaged property shall be made at some place on or near such property by beat of drum or other customary mode in local language and the proof thereof to be sent to this office. It requires to be signed by the drum Beater, Bank and by at least two witnesses. Any receipt



of payment is also to be furnished in proof thereof. Proclamation is to be done at around and in the local area of the property.

(3) Proclamation of sale cum E-auction sale notice should also be given to sub-Registrar, Panchayat/Municipality or Revenue Authority concerned by RPAD.

(4) Notice of Proclamation of sale cum E-auction sale has to be published at least 30 days prior to the date of auction in a daily English and Kanada language New Papers which are having wide circulation in the property area. Also make wide publicity of the auction by distribution of pamphlets and display of banners in the locality/Branches of CHB.

(5) arrange for providing the details to the e-auction service provider along with copy of proclamation of sale cum e-auction sale notice published in newspaper, terms and conditions, Bid Form, location/details of property, photographs if any etc.

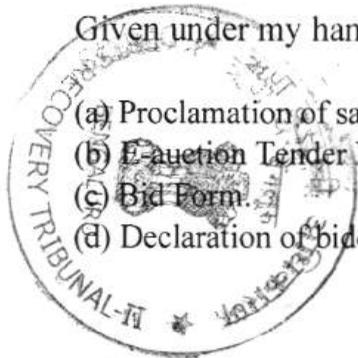
(6) Make arrangements for visit of the properties and copies of title deeds, EC, etc, to the prospective bidders, guiding/assisting prospective bidders to participate in e-auction as needed from time to time.

(7) Keep informed the developments from time to time to the undersigned by a memo and also E-auction service provider till completion of the e-auction sale process.

(8) Make sure that the property is to be handed over as per the proclamation of sale to the successful bidder in whose favour the sale is confirmed by this tribunal.


(Recovery Officer-2)
DRT-2, Bengaluru.

Given under my hand and seal of this tribunal on 04.10.2024



- (a) Proclamation of sale cum e-auction sale notice with Terms and Conditions.
- (b) E-auction Tender Document
- (c) Bid Form.
- (d) Declaration of bidders form.

Note:

(i) Execution of Proclamation of sale is ordered by Public servant under section 32 of RDB Act, 1993 (amended from time to time) and Second schedule to the Income Tax Act, 1961 and non-execution of the same shall attract violation of section 195 of CrPC which provides for prosecution for contempt of lawful authority of Public servants and sections 172 to 188 of IPC provide as punishable offence; Contempt of lawful authority of public servant, not obeying the legal order of the public servant to attend, not producing a document when so required.

(ii) Rule 19 of second schedule of Income tax act read with section 29 of RDDBI act, 1993 provides for assistance by police-19. In any officer authorise to attached or set any property or to arrest the defaulter or charged with any duty to be performed under this schedule, may apply to the office cum in charge of the nearest police station for such assistance as may be necessary for discharging of his duties, and the authority to whom such application is made shall depute a sufficient number of police officers/personal (women police if necessary) for furnishing such assistance.





FORM No.22
[See Regulation 37(1)]

GOVT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF FINANCIAL SERVICES
DEBTS RECOVERY TRIBUNAL – 2, BENGALURU
Telephone House, Rajbhavan Road, BENGALURU – 560001

PROCLAMATION OF SALE –CUM E-AUCTION SALE NOTICE

(Issued under Rule 52(2) of Second Schedule to the Income Tax Act, 1961 read with the Recovery of Debts and Bankruptcy Act, 1993 (as amended from time to time)

T.R.C No 2422/2017 in T.A No 1318/2017 (OA No.560/14)

Indian Overseas Bank,
Hassan Branch, Hassan District Certificate Holder Bank

Vs

Mr. K. N. Mohan & Another Certificate Debtors

To,

Certified Debtor No.1:
Mr. K.N. Mohan,
S/o. K. Narayana Rao,
R/o. Sri. Krishna Estate,
Doddahara Village,
Gowdahalli Post,
Mudigere Taluk,
Chikkamagalur District.

Certified Debtor No.2:
2). Mrs. Saritha Rao H.
W/o. K. Ramakrishna Rao,
R/o. No.37, Hanuman Layout,
Ramachandrapura,
Jalahalli, Bangalore -560 030



1). Whereas a Recovery Certificate was issued by the Hon'ble Presiding Officer, Debts Recovery Tribunal, Bengaluru under section 19(22) of the Recovery of Due and Bankruptcy Act, 1993 (amended from time to time) in T.A No 1318/2017 between Indian Overseas Bank –Vs- Mr, K. N. Mohan and Mrs. Saritha Rao H., which was forwarded to -the undersigned authority for execution.

2) Whereas the undersigned authority-initiated execution proceedings in TRC No 2422/2017 for recovery of Rs.89,35,445/- (Rupees Eighty-Nine Lakhs Thirty Five Thousand Four Hundred and Forty Five Only) along with costs, expenses and interest as stated in the Recovery Certificate from the CDs, from the date of filing of O.A, till the date of final realization.

3). Whereas dues payable by CDs as on 31/07/2024 stands at Rs.1,47,10,097/- Rupees One Crore Forty-Seven Lakhs Then Thousand and Ninety-Seven Only) excluding costs, expenses incurred/to be incurred in the recovery proceeding with further interest payable as per RC till realization.

4). Whereas the undersigned authority ordered sale of schedule attached property of certificate debtor/s mentioned hereunder in satisfaction of Recovery Certificate by adopting "Online e-auction sale" through the website of the service provider. The details of date of auction, last date for submission of Bid forms, Reserve Price, Earnest Money Deposit, Bid Increase Amount and time of auction are mentioned here under against schedule property:

Property Details	Reserve Price	Earnest Money Deposit & Date with time	Bid increase amount	Date, Time of auction*
Attached Property described in schedule hereunder	Rs 90,00,000 /- (Rupees Ninety Lakhs Only)	Rs 9,00,000 /- (Rupees Nine lakhs only) on or before 18.11.2024, 04.00 PM	Rs 1,00,000/- (Rupees One lakhs Only)	20.11.2024 11.00AM to 12.30 PM

* Time of auction with an auto extension clause of 5 minutes each i.e e-auction end time will be extended by 5 minutes each, if a bid is made before closure of auction. The amount by which the bidding/s is/are to be increased shall be in multiple of Rs. 1,00,000/- (Rupees One lakhs only). In the event of any dispute arising as to the amount of bid, or as to the bidders, the lot shall at once be again put up to auction.

5. At the sale, the public are invited to participate in "online e-auction" through the service provider www.foreclosureindia.com, e-mail Id: info@bankauctions.in contact person: Mr Jayaprakash Reddy, 8142000809, 8142000066.



6. The intending participants/bidders are advised to contact service provider i.e. M/s ForeclosureIndia email ID info@bankauctions.in (Details provided above) for detailed terms and conditions of e-auction sale and are also required to contact the e-auction service provider for online registration, user ID, Password, help, to know procedure, online training about e-auction etc for submitting their bid forms and for taking part in e-auction sale proceedings.

7. The intending participants/bidders shall deposit EMD amount by RTGS/NEFT/Fund transfer to be credited to E-Auction collection account A/c No. 0887201002369 with Canara Bank, Lavelle Road Branch, IFSC Code No CNRB0000887 and submit the Bid forms online with requisite details viz., proof of deposit of EMD, Aadhar Card, PAN Card, Address & ID proof or other applicable KYC documents, on or before the last date mentioned in the above table. **The hard copies of duly filled in along with self-attested copies of above documents by hand delivery/registered/speed post/courier to the undersigned so as to reach on or before 19.11.2024 by 4.00 PM. The EMD received/deposited and uploading of bid forms in e-auction service provider portal after 18.11.2024 at 4.00 PM shall not be considered.** Postal delays are not entertained. Separate Bid forms should be submitted along with proof of deposit of EMD for each item property, if items are more.

8. The deposit of EMD amount and online submission of Bids should be completed by 18.11.2024 by 4.00 PM. The EMD/s and Bid/s received thereafter shall not be considered. The said deposit be adjusted in the case of successful bidders. The unsuccessful bidder/s shall take return of the EMD directly from the above Bank after receipt of such report from e-auction service provider/bank/financial institution on closure of the e-auction sale proceedings.

9. Prospective bidder/s is/are required to register themselves with the portal and obtain user ID/password well in advance, which is mandatory for bidding in above e-auction through the e-auction service provider.

10. The intending bidder/participates are advised to contact Mr. Parameshwara Mahanna Chief Manager or Mr. A. Ranga Raj, Senior Manager both working at ARM Branch, Indian Overseas Bank, Regional Office, No.10/1, 3rd Floor, Sri Lakshmi Narayana Complex, Palace Road, Bengaluru-560052 (Contact Mobile No 9677825326 (Mr.A.Rangaraj) 8826533471 (Mr. Parameshwar Mahanna) land line 080-228502207/208/209 e-mail id: iob2666@iob.in) **before date of auction sale, for detail terms and conditions, queries, knowing about pending litigation/s, guidance, inspection of schedule property/ies, perusal of copies of**



title deeds and latest encumbrances certificates to exercise due diligence and satisfy themselves about the title of property/ies which is/are under auction sale. The undersigned will hand over the property and related title deed documents, if any to the successful bidder in whose favour the sale will be confirmed by the undersigned.

11. The undersigned reserves the right to accept or reject any or all bids, if, found unreasonable or postpone/cancel the auction at any time without assigning any reason.

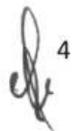
12. If, more than one item/property in the schedule, the property will be put up for the sale in the lots/item specified in the schedule. If, the amount to be realized is satisfied by the sale of a portion/item of the property, the sale shall be immediately stopped with respect to the reminder. The sale also be stopped, before any lot is knocked down, the arrears mentioned in the said certificate, interest costs(including cost of the sale) are tendered to the officer conducting the sale or proof is given to his satisfaction that the amount of such certificate, interest and costs have been paid to the undersigned.

13. The sale shall be subject to the conditions prescribed in the Second schedule to the Income Tax Act, 1961 and the rules made there under and to the further following conditions: The particulars specified in the annexed schedule have been stated to the best of the information of the undersigned authority, but the undersigned shall not be answerable for any error, mis-statement or omission in this proclamation.

14. The successful/Highest bidder shall be declared to be the purchaser of any lot/item provided that further that the bid/purchase amount quoted by him/her should not less than the reserve price. It shall be in the discretion of the undersigned authority to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to make it in advisable to do so.

15. The Successful/Highest bidder/s shall have to pay 25% (including bid amount) of the purchase amount by way of RTGS/NEFT/Fund transfer to the credited to E-Auction collection A/c No. **0887201002369 with Canara Bank, Lavelle Road Branch, IFSC Code No CNRB0000887** by next date 4.00 PM. If, the next day is falls holiday or Sunday, then on next first office working day the above purchase amount to be deposited, failing which the earnest money (EMD) shall be forfeited.

16. Further, the successful/Highest bidder shall deposit, through NEFT/RTGS to the A/c No. **0887201002369 with Canara Bank, Lavelle Road Branch, IFSC Code No CNRB0000887**, the balance 75% of the purchase amount/ sale amount

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standing in the name of the Recovery Officer-1, DRT-2, Bengaluru or the mode of payment (as per details mentioned in para No 15 above) on or before 15th day from the date of auction of the property, exclusive of such day, or if the 15th day be Sunday or other public holiday, then on the first office day after the 15th day along with the poundage fee @ 2% upto Rs 1,000 and @1% on the excess of such gross amount over Rs 1000/- on the purchase/sale amount should be paid in favour of Recovery Officer-1, DRT-2, Bengaluru through online i.e. www.bharatkosh.gov.in by selecting the following.

Ministry- Department of Financial Services-Functional Head-Service Fees-
POA CODE 006701, PAO, DFS, Nagpur and DDO code 208095, SO/DRT 2,
Bengaluru.

17. In case of default of payment within the prescribed period as stated above, the property shall be resold, after the issue of fresh proclamation of sale. The deposit, after defraying the expenses of the sale, any, if the undersigned thinks fit, be forfeited to the Govt and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may subsequently be sold.

18. EMD and subsequent demand drafts if any, payable by such successful auction purchaser is to be collected by the authorized officer/Branch Head of **Canara Bank, Lavelle Road Branch** Bengaluru(e-auction collection account maintaining with the Bank) from the undersigned who will be responsible for keeping the EMD of such successful bidder and remaining amount payable for such sale payable within 15 days in FDR form as directed by the Recovery Officer, in auto renewal mode and such original FDR is also to be submitted before the undersigned for records. On confirmation of sale by this Tribunal, the interest on EMD and subsequent payment of such sale shall accrue in the FD account and any claim by such successful auction purchaser for such interest on bid amount/EMD shall not be entertained.

19. What is proposed to be sold is/are the rights to which the certificate debtor/s is/are entitled in respect of the property/ies. The property/ies will be sold along with liabilities, if any. The extent of the properties shown in the proclamation is as per the property attached in the above proceedings. The undersigned authority shall not be responsible for any variation in the extent due to any reason. The property will be sold on **“as is where is” and “as is what is” and no complaint basis”**, Intending bidders are advised to peruse copies of the title deeds available with the bank and also check the identity and correctness of the property details, encumbrances, inspection of the schedule property and also pending litigation/s etc.



20. The detail terms and conditions is a part and parcel of this sale proclamation which is herewith enclosed as **Annexure-A**.

21. The sale will be of the property of the above-named CD/s as mentioned here under and the liabilities and claims attaching to the said property/s, so far as they have been ascertained, are those specified hereunder:

(a). Sale by Mr. K. N. Mohan, i.e., borrower/mortgagor in favour of Mrs. Saritha Rao H during pendency of mortgage but contentions have been rejected by the DRT in the final Order.

(b). Agreement of sale dated 05-10-2013 registered as Doc. No.MGE-1-00838-2013-14 executed by Mrs. Saritha Rao H in favour of Mr. Ananda Ram Shetty as reflected in the EC; is not recognised on account of fact that very executants' claim rejected by the Hon'ble DRT.

SCHEDULE PROPERTY

All that piece and parcel of coffee plantation bearing Survey No.139/2of Urubage Village, Gonibeedu Hobli, Mudigere Taluk, Chikmagaluru District **measured 5 Acres**; having Annual Assessment of Rs.41.75, Khatha No.274, with all rights etc., absolute and bounded on the:

East by: Mudigere Hosakere Road,

West by: Byduvalli Government Land,

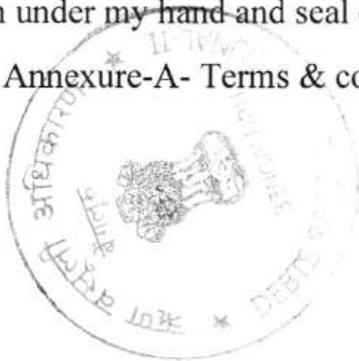
North by: Byduvalli Government Land,

South by: Kumbaraddi Road.

(Boundary as per affidavit valuation filed by CHB vide doc. no. 6524/2024 dated 17.05.2024)

Given under my hand and seal of this tribunal on 04.10.2024.

Encl: Annexure-A- Terms & conditions.




(Recovery Officer-2)
DRT-2, Bengaluru

Copy to:

- 1). The Sub Registrar, Moodigere.
 - 2). Tahsildar Moodigere Taluk, Chikmagaluru District.
 - 3). Notice Board of R.O at DRT-2, Bengaluru.
 - 4). The Branch Manager/Head, ARM Branch, Indian Overseas Bank, 3rd Floor, No.10/1, Sri Lakshminarayana Complex, Palace Road, Vasantha Nagara, Bengaluru-560052
 - 5). M/s ForeclosureIndia.
- =====





ANNEXURE-A

**GOVT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF FINANCIAL SERVICES
DEBTS RECOVERY TRIBUNAL – 2/ BENGALURU
Telephone House, Rajbhavan Road, BENGALURU – 560001**

T.R.C No 2422/2017 in T.A No 1318/2017 (OA No.560/14)

Between:

Indian Overseas Bank,
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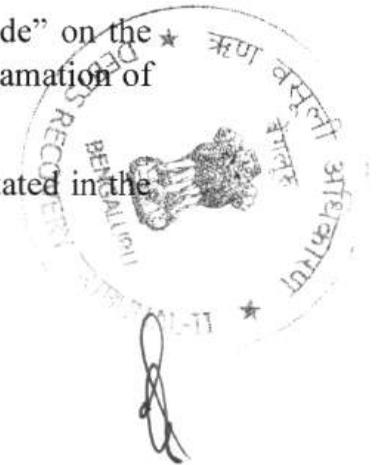
Vs

Mr. K. N. Mohan & Another

.... Certificate Debtors

Detailed Terms and conditions for online e-Auction Sale

1. All conditions of sale shall be governed by the provisions of the Recovery of Dues and Bankruptcy Act, 1993 (Amended from time to time) read with the Second and Third Schedule to the Income Tax Act, 1961 and the Income Tax (Certificate Proceedings) Rules 1962 and also guided by the Information Technology Act 2000 as amended from time to time and also as per terms and conditions stipulated in the sale proclamation/e-auction sale notice placed on the website.
2. Auction/bidding shall be only through "Online electronic mode" on the website of the service provider, as mentioned in E-Auction proclamation of sale notice.
3. Details of last date and time for submission of EMD etc are stated in the sale notice/tender document.



4. The bid form, declaration with KYC document/s shall be accompanied by the EMD as specified in the proclamation of sale notice/tender document.

5. The e-auction shall commence strictly at the scheduled time, with above the highest quotation/bid received. Auction/Bidding time will initially be for a period of one hour and the closing time of the auction is system controlled, the time will get automatically extended by 5 minutes, if any, bid is received during the last 5 minutes i.e while active bid is process and kept open till the auction-sale concludes.

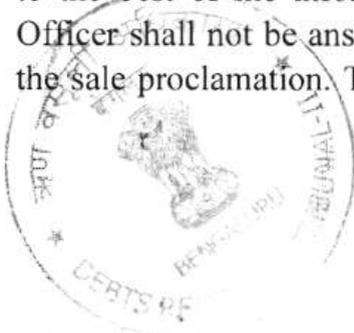
6. For participating in e-auction sale, the intending purchaser/bidder/s shall register their details with the service provider through their website and get the user ID and password. The auction service provider will communicate the password to all the qualified bidders on deposit of EMD, submission of bid form, declaration and KYC document, to the respective e-mail for participating in online e-auction.

7. The Bid Forms received without copies of proof of payment of EMD,PAN CARD, ID and address proof [KYC documents] will be summarily rejected and their user IDs will not be activated to participate in e-auction.

8. The sale will be stopped before the sale is knocked down, if the aforesaid arrears (including costs of sale along with future interest) are tendered and proof thereof is submitted to the undersigned to the effect that the said amount along with interest and costs have been paid. Further, if the amount to be realized by sale is satisfied by the sale of an item/portion of the properties mentioned in the schedule, the sale shall be immediately stopped with respect to the remaining item/s.

9. At the sale, no officer or other person having any duty to perform in connection with this sale shall, however either directly or indirectly bid for acquire or attempt to acquire any interest in the property sold.

10. The particulars of properties specified in the schedule have been stated to the best of the information to the Recovery Officer but the Recovery Officer shall not be answerable for any error, mis-statement or omission in the sale proclamation. The Property (**RC PROPERTY ONLY**) being sold



on “AS IS WHERE IS” AND AS IS WHATER IS BASIS” and NO COMPLAINT BASIS” and shall not be sold below the reserve price.

11. The Prospective bidders are advised to peruse the copies of title deeds with the Bank and verify the latest encumbrance certificate and other revenue/Municipal records to exercise due diligence and satisfy themselves on the title and encumbrances, If any, over the property. **All bidders shall be deemed to have read and understood the terms and conditions of sale and be bound by them.**

12. The Bidders may participate in e-auction for bidding from their place of choice. Internet connectivity shall have to be ensured by bidder him/herself. DRT/Bank/e auction service Provider shall not be held responsible for the interest connectivity, network problems, system crash down, power failure etc.

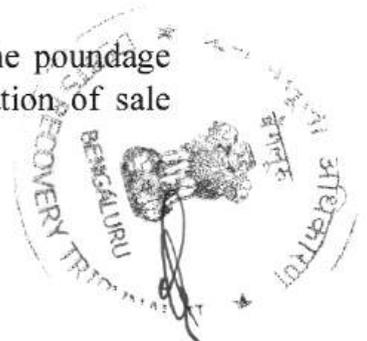
13. The highest bidder shall be declared to be the purchaser provided always that he/she is legally qualified to bid and provided further that the amount bid by him is not less than the reserve price. It shall be in the discretion of the undersigned to decline acceptance of the highest bid when the price offered appears so clearly inadequate so as to make it inadvisable to do so.

14. 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 in his/her/it’s favour.

15. For reasons to be recorded, it shall be in the discretion of the undersigned to adjourn auction sale subject to the provisions of the second and third schedule to the Income Tax Act, 1961.

16. Intimation will be sent to the highest bidder through e-mail. Date of sending an 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 Tribunal/Bank.** Non-receipt of intimation should not be an excuse for default/non-payment.

17. Default of payment of bid amounts/purchase amount or the poundage fee within the stipulated time shall render automatic cancellation of sale



without any notice and the EMD, after defraying the expenses of sale etc, will be forfeited, at the discretion of the Recovery Officer.

18. The sale held in favour of the successful bidder, in normal circumstances, will be confirmed and issued sale certificate on compliance of all terms and conditions of sale, on the expiry of 30 days from the date of auction sale.

19. The successful bidder shall bear the charges payable for conveyance, Registration fee, stamp duty, etc as applicable.

20. The sale attracts stamp duty, registration charges etc as per relevant laws to be borne by the successful bidder.

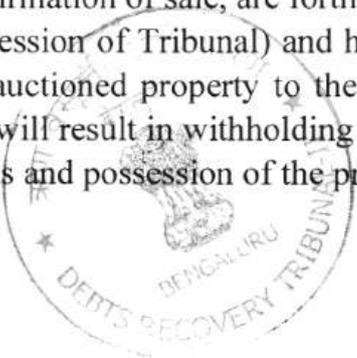
21. No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained. The sale certificate shall be issued only in the name/names of the bidder/s whose name/names are mentioned in the bid form.

22. Sale confirmation/sale certificate shall be collected in person or through an authorized person.

23. EMD of unsuccessful bidders will be received by such bidders from the Bank to which the EMD was transferred by way of RTGS/NEFT etc upon instructions from the Recovery Officer subject to satisfaction of identity of such unsuccessful bidder. Unsuccessful bidders shall ensure return of their EMD and, if not received within a reasonable time, immediately contact the Recovery Officer, DRT-2, Bengaluru or the CH Bank.

24. Successful bidder/auction purchaser/s, on receipt of order of confirmation/sale certificate, shall contact the certificate holder bank for delivery of the title deeds and other documents related to the auctioned property.

25. The CH Bank shall ensure that title deeds and other documents on confirmation of sale, are forthwith taken delivery from the tribunal (if, in the possession of Tribunal) and handed over said documents and possession of the auctioned property to the auction-purchaser and complaint of delay, if any will result in withholding of the purchase/sale amount till such time title deeds and possession of the property are delivered.



26. All expenses and incidental charges thereto shall be borne by the auction purchaser.

27. Only upon verification of the bid form/s and confirmation of remittance of EMD, the User ID issued by the e-auction service provider will be activated permitting the bidder to login the website of the service provider for bidding.

28. **Bidder/s should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.**

29. Bidder/s are advised to change the password immediately on receipt of the same from the e-auction service provider.

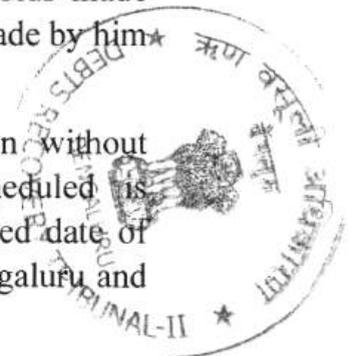
30. Bidder/s may encounter certain unforeseen problems such as time lang, heavy network traffic, system/power failure at the Bidder/s end. To avoid losing out on bidding because for the above mentioned reasons, it is advised not to wait for the last moment.

31. The e-auction service provider, the officials of the Bank, including their men, agents, servants etc, facilitating the e-auction sale, shall maintain absolute strict confidentiality of the particulates of the bidder/s participating in the e-auction sale.

32. The e-auction service provider shall submit to the Recovery Officer, as and when called for the "The Third-Party Audit" certificate as per CVC norms on the software employed and used for the DRT auction-sales.

33. Bids once made shall not be cancelled or withdrawn. All bids made using the user ID given to bidders will be deemed to have been made by him* only.

34. The Recovery Officer may postpone/cancel the e-auction without assigning any reasons thereof. In case the e-auction scheduled is postponed/adjourned to a date before 30 days from the scheduled date of sale, it will only be displayed on the notice board of DRT-2, Bengaluru and also notified on the website of the e-auction service provider.



[Handwritten signature]

35. The undersigned reserves the right to accept or reject any or all bids if found unreasonable or postpone the auction at any time without assigning any reason.

Note: This Terms and Conditions is part and parcel of the sale proclamation issued in this Recovery Proceedings.

Given under my hand and seal of this tribunal on 04.10.2024


(Recovery Officer-2)
DRT-2, Bengaluru

