



सत्यमेव जयते

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

sig.

Dt: 19.03.2025

DRC No 2289/2017 in T.A No 237/2017 (O.A No 1051/2015)

Between:

Karnataka Gramin Bank  
(Erstwhile Pragathi Krishna Gramin Bank)  
Torladinni Branch

....CERTIFICATE HOLDER BANK

Vs

Mr Sharane Gouda and others

.... CERTIFICATE DEBTORS

To,

Mr Sanjeev Kumar  
Branch Manager,  
Karnataka Gramin Bank  
Torladinni Branch



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 attached/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 attached/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.

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(3) Proclamation of sale cum E-auction sale notice should also be given to sub-Registrar, Panchayat/Municipality or Revenue Authority concerned y 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-1)  
DRT-2, Bengaluru.

(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.

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single

**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))

**D.R.C No 2289/2017 in T.A No 237/2017 (O.A No 1051/2015)**

Between:

Karnataka Gramin Bank  
(Erstwhile Pragathi Krishna Gramin Bank)  
Torladinni Branch, Raichur Dist

..CERTIFICATE HOLDER BANK

Vs

Mr Sharane Gouda and others

.... CERTIFICATE DEBTORS

To,

1. Mr Sharane Gouda  
S/o Hanumana Gouda  
Jangamara Hally  
Torladinni Manvi Taluk  
Raichur Dist- 584120
2. Mr Chandrasekhar  
S/o Sugappa Ittagi  
Torladinni  
Manvi Taluk,  
Raichur Dist- 584120
3. Mr Viswanathareddy  
S/O Mallikarjuna  
Torladinni  
Manvi Taluk,  
Raichur Dist- 584120



...CDs

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

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Bankruptcy Act, 1993 (amended from time to time) in T.A No 237/2017(O.A No 1051/2015) between Karnataka Gramin Bank, Torladinni Branch (erstwhile Pragathi Krishna Gramin Bank [CHB] Vs Mr Sharane Gouda and others, which was forwarded to the undersigned authority for execution.

2 Whereas the undersigned authority initiated execution proceedings in D.R.C No 2289/2017 for recovery of Rs 70,93,700/-(Rupees Seventy Lakhs Ninety Three Thousand Seven Hundred 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 28.02.2025 is Rs 1, 98,68,686/-(Rupees One Crore Ninety Eight Lakhs Sixty Eight Thousand Six Hundred and Eighty Six Only) excluding costs and interest from 01.03.2025, 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.	Rs 47,00,000/- (Rupees Forty Seven Lakhs Only)	Rs 4, 70,000/- (Rupees Four Lakhs Seventy Thousand Only) 07.05.2025 at <b>04.00 PM</b>	Rs 1,00,000 /-(Rupees One Lakh Only)	<b>09.05.2025</b> 11.00AM to 12.30 PM
Attached Property	Rs 38,00,000/- (Rupees Thirty Eight Lakhs)	Rs 3, 80,000/- (Rupees Three Lakhs Fifty Thousand Only) 07.05.2025 at <b>04.00 PM</b>	Rs 1,00,000 /-(Rupees One Lakh Only)	<b>09.05.2025</b> 11.00AM to 12.30 PM
Attached Property	Rs 36,00,000/- (Rupees Thirty Six Lakhs Only)	Rs 3, 60,000/- (Rupees Three Lakhs Sixty Thousand Only) 07.05.2025 at <b>04.00 PM</b>	Rs 1,00,000 /-(Rupees One Lakh Only)	<b>09.05.2025</b> 11.00AM to 12.30 PM
Attached Property	Rs 34,00,000/- (Rupees Thirty Four Lakhs)	Rs 3, 40,000/- (Rupees Three Lakhs Fourty Thousand Only)	Rs 1,00,000 /-(Rupees One Lakh Only)	<b>09.05.2025</b> 11.00AM to 12.30 PM

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		07.05.2025 at <b>04.00 PM</b>		
Attached Property	Rs 45,00,000/- (Rupees Forty One Lakh Only)	Rs 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) 07.05.2025 at <b>04.00 PM</b>	Rs 1,00,000 /- (Rupees One Lakh Only)	<b>09.05.2025</b> 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 (Rs One Lakh 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.

\*\* In case, the sale amount of any one or more of above properties are sufficient to liquidate the dues of the CH Bank, further auction for the remaining properties to be stopped.

5. At the sale, the public are invited to participate in “**online e-auction**” through the service provider [www.foreclosureindia.com](http://www.foreclosureindia.com), e-mail Id: [info@bankauctions.in](mailto:info@bankauctions.in) Contact person: Mr Srinivasulu, 8142000809.

6. The intending participants/bidders are advised to contact service provider i.e M/s its e-mail ID [info@bankauctions.in](mailto:info@bankauctions.in) and website: [www.foreclosureindia.com](http://www.foreclosureindia.com) (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 shall deposit EMD amount by RTGS/NEFT/Fund transfer to be credited to E-Auction collection account No. **849221110000004**, Standing in the name of **R.O-1, DRT-2, Bengaluru with Bank of India, Basaveshwarnagar Branch, IFSC Code No BKID 0008492** and submit the Bid forms online with requisite details viz proof of deposit of EMD, Aadhar Card, PAN Card, Address & ID proof 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 08.05.2025 by 4.00 PM. The EMD received/deposited and uploading of bid forms in e-auction service provider portal after 07.05.2025 at 4.00 PM may 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 Bid forms should be completed by 07.05.2025 at 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 Sanjeev Kumar, Branch Manager, Karnataka Gramin Bank, Torladinni Branch (Contact Mobile No: 9902902504, 9579575790(ARMB) e-mail id: br 848@kgbk.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.** Branch Head of the Bank 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 it, 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 be credited to E-Auction collection account No. 849221110000004, BANK OF INDIA, BASAVESHWARNAGAR BRANCH, BENGALURU, IFSC Code No BKID 0008492 by next date by 3.00 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.

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16. Further, the successful/Highest bidder shall deposit, through NEFT/RTGS to the A/c No 849221110000004, BANK OF INDIA, BASAVESHWARNAGAR BRANCH, BENGALURU, IFSC Code No BKID 0008492, the balance 75% of the purchase amount/ sale amount 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 15<sup>th</sup> day from the date of auction of the property, exclusive of such day, or if the 15<sup>th</sup> day be Sunday or other public holiday, then on the first office day after the 15<sup>th</sup> 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](http://www.bharatkosh.gov.in) by selecting the following.

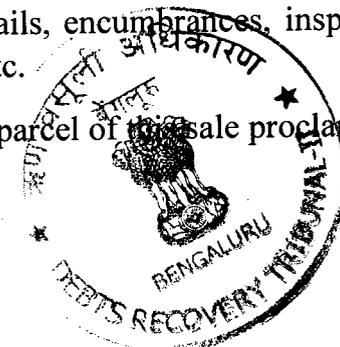
Ministry- Department of Financial Services-Functional Head-Service Fees-POA  
CODE 006701, PAO, DFS, Nagpur and DDO code 208095, SO/DRT 2, Bengaluru.

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 BANK OF INDIA, BASAVESHWARNAGAR 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 the sale proclamation which is herewith enclosed as Annexure-~~B~~ .



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/ies, so far as they have been ascertained, are those specified hereunder.

Property to be sold	Description of the property/ies to be sold with name of owners where the property/ies belonging to defaulter or any other person as co-owner.	Revenue assessed upon the property or any part thereof.	Details of any of the encumbrance to which the property is liable	Claims if any which have been put forward to the property and any other known particulars bearing on its nature and value.	Reserve Price	EMD
Attached Property as stated in Annexure-A	Please refer Annexure-A	NIL	As per EC	Dues of Karnataka Gramin Bank as per DRC No 2289/2017 in T.A No 237/2017	Please refer Annexure-I	Please refer Annexure-I

**SCHEDULE PROPERTY**

**(Please refer Annexure-A)**

Given under my hand and seal of this tribunal on 19.03.2025

Encl: Annexure-A- Details of the properties to be sold  
Annexure-B- Terms & conditions

(Recovery Officer-1)  
DRT-2, Bengaluru

Copy to:

1. The Sub Registrar, Manvi, Raichur Dist
2. The Village Secretary, Halapur Village, Maski Taluk, Raichur District
3. Notice Board of R.O at DRT-2, Bengaluru.
4. The Branch Manager/Head,  
Karnataka Gramin Bank, Toraladinne Branch, Raichur Dist - For compliance
5. M/s 4 closureindia.com, Service Provider.

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**Annexure-A**

All that piece and parcel of the agricultural land with below mentioned survey number situated at Jangamarahally Village, Halapura Hobli, Manvi/Maski Taluk of Raichur Dist.

Sr No	Survey No	Extent	Reserve Price in Rs	EMD amount in Rs	Boundaries
1	5/A/1 (New Sy No 5/*/*)	3.21# Acres	Rs 47,00,000/-	Rs 4,70,000/-	East by: Own Land West by: Basavarajappa North by: Road South by: Prabhu
2	6/A/2 (New Sy No 6/*/5)	2.33 Acres	Rs 38,00,000/-	Rs 3,80,000/-	East by: Basavarajappa West by: Own North by: Nandappa South by: Prabhu
3	12/A (New Sy No 12/*/*)	3.00# Acres	Rs 40,00,000/-	Rs 4,00,000/-	East by: Sanna Venkatesh West by: Sharanappa North by: Own South by: Thimmabasappa
4	14 (New Sy No 14/*/4)	2.20 Acres	Rs 34,00,000/-	Rs 3,40,000/-	East by: Road West by: Pampanna North by: Canal South by: Road & Radha
5	27(New Sy No 27/*/2)	3.14 Acres	Rs 45,00,000/-	Rs 4,50,000/-	East by: Nandappa West by: Vasangouda North by: Yankamma

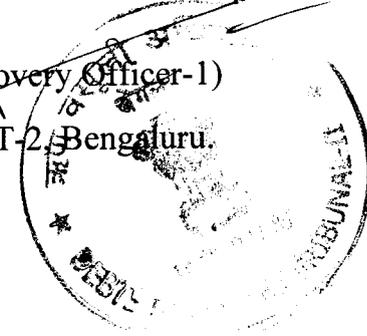


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					South by: Yankamma.
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# Note: (i) The total extent in survey No 5/A/1(New Sy No 5/\*/\* is 3.25 acres, but as per the land records(RTC) 0.04 guntas is karab land existing, hence sale notice issued for only 3.21 acres.

(ii) The total extent in survey No 12/A(new Sy No 12/\* is 3.25 acres, but as per the land records(RTC) it is 3.00 Acre, hence sale notice issued for only 3.00 acres.

  
(Recovery Officer-1)  
DRT-2, Bengaluru.  




**ANNEXURE-B**

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

**D.R.C No 2289/2017 in T.A No 237/2017 (O.A No 1051/2015)**

Between:

Karnataka Gramin Bank, Torladinni Branch  
(Erstwhile Pragathi Krishna Gramin Bank) ... CERTIFICATE HOLDER

Vs

Mr Sharane Gouda & Others .... 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 (**ATTACHED 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 in advisable 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.

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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.

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.

(Recovery Officer-1)  
DRT-2, Bengaluru





Government of India

MINISTRY OF FINANCE  
DEPARTMENT OF FINANCIAL SERVICES  
(BANKING DIVISION)  
DEBTS RECOVERY TRIBUNAL-2  
Telephone House, Rajbhavan Road, Bengaluru -01

**E-AUCTION TENDER DOCUMENT**  
(Tender document for Online Sale)

RC/TRC No / in OA/TA No /

**Between:**

..... **Bank.** ..**Certificate Holder**

**Vs**

**Mr/Ms/M/s .....** and another ... **Certificate Debtors**

**DESCRIPTION OF PROPERTIES TO BE SOLD**  
(Mortgaged/Attached Property of the CDs/Defaulter/Borrower/s)

**SCHEDULE OF THE PROPERTY:**



## AUCTION SCHEDULE

Date and Time of Auction	
Reserve Price	
Earnest Money Deposit (EMD)	
Last Date and Time of e-Tender form & EMD submission	
Bid Increment Amount	
terms and conditions	Bidders are advised to go through the website for detailed terms and conditions of auction sale, before submitting their bids and taking part in the Auction sale.



Affix Latest  
Passport Size  
photo of bidder/s



सत्यमेव जयते

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

AUCTION SALE OF IMMOVABLE PROPERTY UNDE THE RECOVERY OF  
DEBTS AND BANKRUPTCY ACT, 1993 READ WITH SECOND AND THIRD  
SCHEDULE OF INCOME TAX ACT-1961

RC/TRC No. IN O.A. NO.

AUCTION-BID APPLICATION FORM

1.	Name of Bidder(s) (in capitals)	:	
2.	Father's / Husband's Name	:	
3.	Date of Birth & Age	:	
4.	Postal Address of Bidders (Proof to be enclosed)	:	
5.	Whether bidder is participating for self or Others	:	
6.	If participating for others, furnish the details for whom participating, along with authority letter	:	
7.	Phone/Mobile Nos	:	
8.	E-mail ID of Bidder / Participant	:	
9.	Amount of EMD paid	:	
10.	<b>EMD Remittance Details:</b>		
(i)	Date of Remittance	:	
(ii)	Account No	:	
(iii)	Bank and Branch	:	
(iv)	IFSC Code No	:	



AUCTION APPLICATION FORM

(v)	UTR No.	:	
11.	Date of Submission of Auction Application	:	
12.	PAN Number of Bidder (Copy to be enclosed)	:	
13.	<b>Bank Account details to which EMD amount to be Refunded:</b>		
(i)	Type of Account	:	
(ii)	Name of Account Holder	:	
(iii)	Account No	:	
(iv)	Bank and Branch	:	
(v)	IFSC Code No	:	
(vi)	Location of the Branch.	:	

**DECLARATION**

I/we, \_\_\_\_\_ S/o, \_\_\_\_\_ D/o, \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ do hereby express my/our interest for participating in e-auction being conducted by DRT-2, Bengaluru, for purchase of the property mentioned in the proclamation of sale cum e-auction issued on ..... and declare that I/we have read, understood and agree to all the terms and conditions of e-Auction sale and shall abide by them. In the event of I/we am/are not being declared as successful bidder in the e-Auction, the EMD amount paid by me/us may be credited to my/our Bank account furnished herein above. I also undertake to improve my/our bid incremental value notified in the sale notice, if I/we am/are the sole successful-bidder.



**[Signature of the Bidder(s)]**  
**Address:**  
**Contact No.**

**DECLARATION**

Dt: .....

To,

The Recovery Officer-1,  
Debts Recovery Tribunal-2,  
Telephone House, BSNL Building  
Rajbhavan Road,  
Benguluru-500001.

I/We the bidder/s namely Mr/Ms/Mrs/M/s .....  
S/o/w/o..... do hereby state that, I/we have read over the entire terms and conditions of the sale notice and also proclamation of sale and understood the same fully. I/we here by unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the online e-Auction.

2. I/we declare that the EMD amount and other deposit/s towards purchase-price were made by me/us as against my/our bid and that the particulars remittance given by me/us in the bid form is true and correct.

3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our behalf. I/We understand and agree that if any of the statement/information revealed to by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Tribunal and the Tribunal will be at liberty to annul the offer made to me/us at any point of time.

4. I/We also agree that after my/our offer given in my/our bid for purchase of the assets is accepted by the Tribunal and I/We fail to accept or act upon the terms and conditions of the sale or an/are not able to complete the transaction within the time limit specified for any reason what so ever and/or fail to fulfil any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.

5. I/We understand that in the event that the successful bidder fails to comply with the terms and conditions of the sale and the tribunal in its sole discretion offers the asset(s) to me/us to our highest offered bid then, I/We are unconditionally bound to comply with the terms and conditions of sale, and in the event of me/us failing to comply with the same, I/We agree that the tribunal is entitled to forfeit the EMD deposited. I/We also understand that the EMD of all



Bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the assets. I/We state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.

6. I/We hereby confirm that I/We have inspected the property to be auctioned and also verified the title thereof and upon satisfaction on all aspects in respect of the property, I/We submit the bid for participation in the online e-auction.

7. The decision taken by Recovery Officer of this Tribunal in all respects shall be binding on me/us.

8. I/We also undertake to abide by the additional conditions, if any announced during the auction including the announcement of correcting and /or additions or deletions of times being offered for sale.

9. I/We agree all the terms and conditions, inter alia, that the e-auction sale can be cancelled at any time by the Hon'ble DRT -2, Bengaluru without assigning any reason.



Signature of Bidder/s  
Name of the Bidder/s