सत्यमेव जयते

OFFICE OF THE RECOVERY OFFICER

D E B T S R E C O V E R Y T R I B U N A L - 2

ERNAKULAM

2nd Floor, K.S.H.B. Building, Panampilly Nagar, Ernakulam – 682036

0484-2324907(phone)/2324903(fax) | e-mail: *ro1drt2ekm-dfs@gov.in*

PROCLAMATION OF SALE

TDRC No.965/2016(DRC No.3981) e-Sale No.53/2026

PROCLAMATION OF SALE UNDER RULE 52(2) OF THE SECOND SCHEDULE TO THE INCOME TAX ACT, 1961 r/w S. 29 OF THE RECOVERY OF DEBTS AND BANKRUPTCY ACT, 1993[AS AMENDED FROM TIME TO TIME]

Canara Bank, Changanacherry Branch Vs. M/s Sukhodayam Ayurvedic Pharmaceuticals & Hospital and others.

Whereas, certificate debtors namely [1] M/s Sukhodayam Ayurvedic Pharmaceuticals & Hospital, P.B No.15, Kanjirappally, Kottayam District, Represented by its Partner [2] Dr. C.V James S/o Varghese, Mundanpally House, Kanjirappally, Kottayam District and [3] Dr. Reetha James W/o Dr. C.V. James, Mundanpally House, Kanjirappally, Kottayam District have failed to pay the sum of Rs.4,48,01,499.38(Rupees four crore forty-eight lakh one thousand four hundred ninety-nine and Paise thirty-eight only) as on 05.09.2013 payable by them in respect of the Recovery Certificate No.3981 in OA No.15/2011 issued by the Presiding Officer of the erstwhile Debts Recovery Tribunal[Kerala and Lakshadweep], Ernakulam and the interest and costs payable as per the said Certificate transferred to Debts Recovery Tribunal-2, Ernakulam consequent upon establishment of this Tribunal w.e.f. 09.05.2016 where it is renumbered as TDRC No.965/2016.

And whereas the undersigned has ordered the sale of the property mentioned in the schedule below in satisfaction of the said certificate.

And whereas there will be due thereunder, a sum of Rs.24,81,44,429.40 (Rupees twenty-four crore eighty-one lakh forty-four thousand four hundred twenty-nine and Paise forty only) as on 09.10.2026, including costs and interest. Besides, there shall be future interest, costs and expenses also.

Notice is hereby given that in absence of any order of postponement, the said property shall be sold on **27.11.2026** by e-auction **from 1100 hours to 1130 hours** and bidding shall take place through '**Online Electronic Bidding**" through the website baanknet.com of M/s. PSB Alliance Pvt Ltd.

Intending bidders may hold a valid Digital Signature Certificate (not mandatory). Bidders can participate in the e-auction from anywhere. E-offers/ bids submitted online alone will be eligible for consideration. The intending bidders need to fill up the application online, upload copy of any valid photo identity/ address proof and copy of the PAN Card at the platform provided by the service provider, following the instructions therein.

Internal

The intending bidders are advised to refer to the detailed terms and conditions displayed at the site of the property, on the Notice Board of the Recovery Officer, in the website http://drt.gov.in and in the website of the e-auction service provider. For any other clarification, contact **Ms. Shiju P, Chief Manager, Canara Bank, ARM Branch, Chittoor Road, Ernakulam – 682 016 at 0484-2353071,2353072/8281991413[Mob.]/e-mail – cb2875@canarabank.com .** For information about online submission of application and assistance during bidding, please contact M/s PSB Alliance Pvt. Ltd, Wadala East, Mumbai , Mr. Dharmesh Asher at Mobile No.9892219848/ Miss Swani Sharma at Mobile No.9990605075, e-mail id:support.baanknet@psballiance.com.

The property can be inspected by prospective bidder(s) before the date of sale for which the above named officer of the bank may be contacted.

The sale will be of the property of the certificate debtor[s] as mentioned in the schedule below and the liabilities and claims attaching to the said property, so far as they have been ascertained, are those specified in the schedule against each lot.

The property will be put up for sale in the lots specified in the schedule. If the amount to be realized is satisfied by the sale of a portion of the property, the sale shall be immediately stopped with respect to the remainder. The sale also be stopped if, before any lot is knocked down, the arrears mentioned in the said certificate, interest, costs (including the costs 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.

No officer or other person, having any duty to perform in connection with this sale, however, either directly or indirectly bid for, acquire or attempt to acquire any interest in the property sold. The sale shall be subject to the conditions prescribed in Second Schedule of the Income Tax Act, 1961 and the rules made thereunder 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, but the undersigned shall not be answerable for any error, mis-statement or omission in this proclamation.

1. The reserve price shall be Rs.2,40,00,000/-[Rupees two crore forty lakh only] and the opening bid shall be Rs.2,41,00,000/- [Rupees two crore forty-one lakh only] below which the property mentioned below shall not be sold.

2. The amounts by which the bidding is to be increased shall be Rs.1,00,000/- [Rupees one lakh only]. In the event of any dispute arising as to the amount of bid, or as to the bidder, the lot shall at once be again put up to auction.

3. The highest bidder shall be declared to be the purchaser of any lot provided that the amount bid by him is not less than the open bidding amount. It shall be in the discretion of the undersigned to decline/acceptance of the highest bid when the price offered appears so clearly inadequate as to make it advisable to do so.

4. EMD of Rs. 24,00,000/- (Rupees twenty-four lakh only) shall be paid by 25.11.2026 17.00 hours through E-wallet feature available on baanknet.com website. EMD deposited thereafter shall not be considered for participation in the e-auction.

5. The date for submission of online bids is from 25.10.2026 till 25.11.2026.

6. The successful bidder shall have to pay 25% of the sale proceeds after adjustment of EMD and poundage fee @ 2% for the amount up to Rs.1,000/- and @1% for the excess of the bid amount, immediately in the Account No. **0803201003054** in the name of '**Recovery Officer, DRT-2, Ernakulam'** with **Canara Bank, Broadway Branch** having IFSC No. **CNRB0000803.**

7. The purchaser shall deposit the balance 75% of the sale proceeds on or before the 15th day from the date of sale of the property, exclusive of such date, or if the 15th day be a Sunday or other Holiday, then on the first office day after the 15th day, by the prescribed mode as stated in para 6 above.

In case of default of payment within the prescribed period, the deposit, after defraying the expenses of the sale, may, if the undersigned thinks fit, shall be forfeited to the Government 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. The property shall be resold, after the issue of a fresh proclamation of sale.

The property is being sold on "AS IS WHERE IS BASIS"

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.

No of lots	Description of the property to be sold with the names of the other co-owners where the property belongs to defaulter and any other person as co-owners.	Revenue assessed upon the property or any part thereof.	Details of any other 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
1	2	3	4	5
Single Lot	All that part and parcel of land admeasuring 98.07 Ares made up of 19.40 Ares in Re Sy No.21/1/2 [Sy No.154/6A2] and 78.67 Ares in Re Sy No.21/1[Sy No.154/4] in Block No.11 of Kanjirappally Village, Kanjirappally Taluk, Kottayam District along with four residential/commercial building along with all other improvements thereon belonging to the 2nd certificate	Nil	Nil	Nil

Internal

	debtor by virtue of Sale Deed No.480 dated 04.02.1982 of the SRO, Kanjirippally and Will No.42/1993 of the SRO, Kanjirappally. Boundaries as per Location Sketch:- East – Property of Eapen, James etc. South-Road and property and James, West-Property of Cherian Kizhakkemuri and North-Property of Kizhakkemuri, Kochupoovathumootil families.			

Given under my hand and the seal of the Tribunal on this the 9th day of October,2026.

(Sreekanth S.N)
Recovery Officer

To

1. M/s Sukhodayam Ayurvedic Pharmaceuticals & Hospital, P.B No.15, Kanjirappally, Kottayam District, Represented by its Partner.
2. Dr. C.V James S/o Varghese, Mundanpally House, Kanjirappally, Kottayam District.
3. Dr. Reetha James W/o Dr. C.V. James, Mundanpally House, Kanjirappally, Kottayam District

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DEBTS RECOVERY TRIBUNAL-2

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TDRC No.965/2016(DRC No.3981) e-Sale No.53/2026

TERMS AND CONDITIONS OF TENDER-CUM-E-AUCTION

The sale of properties mentioned in the Proclamation of Sale in TDRC No.965/2016 (DRC No.3981) dated 09.10.2026 shall be subject to the following conditions:

1. Auction shall be by online electronic bidding through baanknet.com of M/s. PSB Alliance Pvt Ltd.
2. Intending bidder shall hold a valid Digital Signature Certificate. For details, please contact M/s PSB Alliance Pvt. Ltd, Wadala East, Mumbai at helpline No.8291220220, Mr. Dharmesh Asher at Mobile No.9892219848/ Miss Swani Sharma at Mobile No.9990605075, e-mail id:support.baanknet@psballiance.com.
3. What is proposed to be sold are the rights to which the certificate debtors are entitled in respect of the property. The property will be sold along with liabilities, if any. The extent of the property shown in the proclamation is as per the Recovery Certificate schedule. Recovery Officer 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' condition.
4. Intending bidders are advised to peruse copies of title deeds available with the Bank and also check the identity and correctness of the property details, encumbrances, etc.
5. The sale shall be by Tender-cum-e-Auction to the highest bidder subject to confirmation by the Recovery Officer.
6. Bidders can participate in the e-auction from anywhere. Therefore, the intending purchaser shall participate in the e-Auction on his own behalf and no third-party intervention, like authorised agent/ representative, would be permitted.
7. The successful bidder should bear the charges/ fee payable as per law for conveyance of property such as registration fee, stamp duty, etc., in addition to poundage fee.
8. The e-auction service provider will allot a login/ user ID and password to the intending bidders for participating in the e-Auction. Thereafter, the intending bidders need to fill up the application online, upload copy of any valid photo identity/ address proof and copy of the PAN Card at the above website, following the instructions therein. In case the bidder is not having a PAN Card, he/ she shall submit an affidavit on a Rs.20/- non-judicial stamp paper, stating the reasons thereof. EMD of 10% of the reserve price shall be made through e-wallet feature available on baanknet.com website and the details of remittances made shall be entered in online application. The service provider shall provide training to the registered bidders before the date of auction. Prospective bidders may avail online training on e-auction from M/s. PSB Alliance Pvt Ltd.
9. The registered bidder shall log in to the auction portal with the user ID and password provided by the e-auction service provider at the commencement of auction. In case of failure to participate in the auction by logging into the online bidding portal or on

withdrawal of tender prior to auction, the EMD shall be forfeited, and no claim, whatsoever, would be entertained over the conduct of auction. However, if the auction is adjourned for any reason, the bidders can opt to withdraw from the auction through the registered e-mail ID and request for refund of EMD.

10. The highest bidder will be declared the successful bidder and he/ she will be intimated at the registered e-mail ID, immediately after close of auction. The successful bidder shall produce the originals of the identity documents as well as PAN Card uploaded while submitting the tender before the Recovery Officer for verification, within thirty days from the date of auction, failing which the entire amounts remitted towards the auction shall be forfeited.

11. The e-Auction shall commence strictly at the scheduled time and above the highest quotation received. The bids shall be in multiples provided in the proclamation of sale. The closing time of the auction is system controlled and the time will get automatically extended by five minutes if any bid is received during the last five minutes, i.e. while active bid is in process.

12. The successful bidder should pay 25% of the bid amount including the EMD already paid and the amount of poundage immediately after the close of the auction and the remaining amount within 15 days from the date of auction. The poundage fee is calculated at the rate of 2 per cent on such bid amount up to Rs.1,000/- and at the rate of 1 per cent on the excess of such bid amount over Rs.1,000/-. All the above mentioned payments shall be made through RTGS/ NEFT to the Account number mentioned in the proclamation of sale, and shall be intimated to the Recovery Officer at ro1drt2ekm-dfs@gov.in immediately.

13. If the full amount is not paid within 15 days from the date of auction, the cost of the auction shall be recovered from the deposit money and the balance forfeited to the Government.

14. Any deficiency of price, which may happen on a resale, by reason of the purchaser's default and all expenses attending such resale shall be recoverable from the defaulting purchaser.

15. The sale becomes absolute after thirty days unless cancelled by the Recovery Officer for any reason as per law.

16. The Certificate of Sale shall be issued by the Recovery Officer to the successful bidder after thirty days of the auction, provided all the conditions of sale are fulfilled, and subject to confirmation of sale. No request for inclusion/ substitution of names, other than those mentioned in the bid, in the Certificate of Sale shall be entertained.

17. The sale will be stopped if the dues mentioned in the Certificate, interest, costs (including cost of 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.

18. The defaulter (Certificate debtor) can repay the debt in full within thirty days from the date of sale, including interest and cost, plus 5% of the bid money and the Poundage fee, and in that case, the debtor can reclaim his property. The 5% of the bid money paid by the defaulter shall be given to the successful bidder.

19. Any dispute arising out of this auction sale shall be decided by the Recovery Officer and his decision shall be final. However, Recovery Officer shall not be liable for any issues relating to e-Auction platform, failure of internet connection, server problems, etc.

20. The Recovery Officer has the absolute right to postpone/ cancel the sale, for the reasons to be recorded in the proceedings. In case of adjournment of sale for any reason no fresh

notice will be given. However, the new date of sale will be notified on the Notice Board of the Tribunal. Details of adjournment will also be entered in the 'A' Diary maintained in the Recovery Section in conformity with the Regulations of Practice, 2005. The adjournment dates and time for submission of tenders will also be available in the website http://drt.gov.in/ and in the website of the e-auction service provider.

21. All conditions of sale shall be governed by the provisions of the Recovery of Debts and Bankruptcy Act, 1993 read with the Second & the Third Schedules 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.

[Sreekanth S.N]
Recovery Officer

Internal

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TDRC No.965/2016(DRC No.3981) e-Sale No.53/2026

E-AUCTION TENDER DOCUMENT

(Bid Application with Terms and Conditions of Online Sale)

e-AUCTION SALE SCHEDULE

DESCRIPTION OF THE PROPERTY

All that part and parcel of land admeasuring 98.07 Ares made up of 19.40 Ares in Re Sy No.21/1/2 [Sy No.154/6A2] and 78.67 Ares in Re Sy No.21/1[Sy No.154/4] in Block No.11 of Kanjirappally Village, Kanjirappally Taluk, Kottayam District along with four residential/commercial building along with all other improvements thereon belonging to the 2nd certificate debtor by virtue of Sale Deed No.480 dated 04.02.1982 of the SRO, Kanjirippally and Will No.42/1993 of the SRO, Kanjirappally.
Boundaries as per Location Sketch:-

East – Property of Eapen, James etc. South-Road and property and James, West-Property of Cherian Kizhakkemuri and North-Property of Kizhakkemuri, Kochupoovathumootil families.

Reserve Price	:	Rs.2,40,00,000/- (Rupees two crore forty lakh only)
Open Bidding Amount	:	Rs.2,41,00,000/- [Rupees two crore forty-one lakh only]
Earnest Money Deposit (EMD) :		Rs.24,00,000/- [Rupees twenty-four lakh only]
Bid Multiplier	:	Rs.1,00,000/- [Rupees one lakh only]
EMD Remittance	:	On or before 25.11.2026 through E-wallet feature available on baanknet.com website.
Submission of online bids	:	From 25.10.2026 to 25.11.2026.
Online auction sale	:	On 27.11.2026 from 1100 hours to 1130 hours with auto time extension of 5 minutes each, till sale is concluded.

Note:

1. Bidders are advised to inspect the property and satisfy themselves before taking part in the auction.
2. Bidders are advised to carefully read the terms and conditions of sale before submitting their bids
3. Download and keep a copy of duly filled in uploaded bid application, Terms and Conditions of Online Sale as well as the sale notice published in the dailies for their future reference.
4. Keep the EMD details and other deposit challans, etc. in safe for future reference.

Internal

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TDRC No.965/2016 (DRC No.3981)

ONLINE AUCTION BID FORM

(Read carefully the terms and conditions of sale before filling-up and uploading the bid-form)

1	**Name(s) of Bidder(s) –** [IN CAPITAL LETTERS]	
2	**Father's/Husband's Name**	
3	**Postal Address**	
4	**PAN Number** (*Mandatory*)	
5	**Aadhar No.**	
6	**Phone/ Mobile Number**	
7	**E-mail ID**	
8	**EMD Remittance**	Date of remittance:
		Bank & Branch:
		A/c. No.
		IFS Code:
		UTR No.
9	**Date of submission of bid**	
10	**Bid amount**	Rs. (Rupees
11	**Bank Account to which EMD to be returned**	Bank & Branch:
		A/c. Holder:
		IFSC Code:

I declare that I have read and understood all the terms and conditions of auction sale and shall abide by them.

(Digital Signature of the Bidder)

Internal

DECLARATION

Date:

To

The Recovery Officer,
Debts Recovery Tribunal-2,
1st Floor, KSHB Building,
Panampilly Nagar,
Ernakulam – 682 036

Sir,

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire Terms and Conditions of the sale and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit 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 knowledge and belief. I/We understand and agree that if any of the statement/ information revealed 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 am/are not able to complete the transaction within the time limit specified for any reason whatsoever 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 I/we 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. The decision taken by Recovery Officer of this Tribunal in all respects shall be binding on me/us.
7. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Name:……..….

Address:……..….

E-mail ID…….

Mobile……..…

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GENERAL GUIDELINES TO BIDDERS

1. **Nature and Object of Online Sale:**
   (a) The online e-auction sale is with the object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.
   (b) All conditions of sale shall be governed by the provisions of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 read with the Second & the Third Schedules 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.
2. **Caution to bidders:**
   (a) Property is sold on "as is and where is /on what it is/ no compliant basis".
   (b) Bidders are advised / cautioned to verify the SRO as well as the Revenue Records and shall satisfy themselves regarding the nature, description, extent, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
   (c) Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the in the dailies before submitting the bid and participating in the online bidding/auction.
3. **Inspection of Property:**
   (a) Property can be inspected on the date(s) given in the public sale notice/tender document.
   (b) Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, extent, etc of the property.
   (c) Bidders are bound by the principle of caveat emptor (Buyer Beware).
   (d) Complaints, if any, in the matter of inspection shall immediately be brought to the notice of the Recovery Officer.
   (e) Bidders may inspect and verify the title deeds and other documents relating to the property available with the Bank/Tribunal.
4. **Submission of bid forms:**
   (a) Bids in the prescribed format given in the tender document shall be submitted "online" through the portal of e-auction service provider. Bids submitted otherwise shall not be eligible for consideration and shall forthwith be rejected.
   (b) Bids shall be submitted online before the last date and time given in the sale notice/tender document.
   (c) Bids form shall be duly filled in with all the relevant details.

Internal

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

(e) Incomplete/unsigned bids without EMD remittance details will be summarily rejected. NRI Bidders must necessarily enclose a copy of Photo page of his/her Passport and route their bid duly endorsed by Indian Mission.

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

(g) Original Identity Document, copy of which is submitted along with the bid form, should be produced on demand.

5. Earnest Money Deposit (EMD):

(a) The bid shall be accompanied by the EMD as specified in the public sale notice/tender document.

(b) EMD shall be remitted through e-wallet feature available on baanknet.com website as specified in the sale notice/Tender document.

(c) Bidders shall not disclose remittance details of EMD, UTR Code, etc. to anyone to safeguard its secrecy.

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

(e) Bid form without EMD shall be summarily rejected.

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

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

6. Bid Multiplier:

(a) The bidders shall increase their bids in multiplies of the amount specified in the public sale notice.

7. Duration of Auction sale:

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

(b) The e-Auction shall commence strictly at the scheduled time and above the highest quotation 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 five minutes if any bid is received during the last five minutes, i.e. while active bid is in process and kept open till the auction-sale concludes.

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

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

(e) No complaint on time-factor or paucity of time for bidding will be entertained.

8. Online Bidding:

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

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

(c) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD in full will be forfeited.

(d) Bidders may, subject to conditions of e-auction service provider, avail pre-auction training and/or for demo/mock auction-sale.

9. Declaration of successful bidder:

(a) 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 favour.

(b) Intimation will be sent to the highest bidder through e-mail. Date of sending e-mail will be considered as date of intimation. If no intimation reaches, bidders are expected to take efforts to find out status from the Tribunal/Bank. Non-receipt of intimation should not be an excuse for default/non-payment.

10. Deposit of purchase price:

(a) The bidder declared successful, shall pay, immediately after such declaration, a deposit of 25% (less EMD already paid) on the amount of his purchase money and also the poundage fee calculated at the rate of 2 per cent on such bid amount up to Rs.1,000/- and at the rate of 1 per cent on the excess of such bid amount over Rs.1,000/-. All the payments shall be made through RTGS/ NEFT to the Account number mentioned in the proclamation of sale, and shall be intimated to the Recovery Officer at ro1drt2ekm-dfs@gov.in immediately.

(b) In case the auction-sale continues and concludes beyond the Banking transaction hours of the day, the deposit of 25% of purchase price (less EMD already paid) shall be remitted before 12 noon of the next working day.

(c) The balance amount of purchase money shall be paid on or before the fifteenth day from the date of the sale.

11. Default of Payment:

(a) Default of payment of bid amounts and/or the Poundage fee within the stipulated time shall render automatic cancellation of sale without any notice.

(b) The EMD, after defraying the expenses of sale, etc., will be forfeited, at the discretion of the Recovery Officer, either in full or part.

(c) There shall be no fresh sale notice if the sale is postponed for a period less than 30 days. However, the new date of sale will be notified on the Notice Board of the Tribunal and the website of the e-auction service provider. Details of adjournment will also be entered in the 'A' Diary maintained in the Recovery Section of the Tribunal.

12. Confirmation of Sale:

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

(b) Sale will not be confirmed if the defaulter satisfies the Recovery Officer within 30 days of the sale that the Recovery Certificate has been fully satisfied as provided under rule-60(1)(b) of Second Schedule to the Income Tax Act, 1961.

(c) Confirmation of sale will not be made pending operation of any stay/injunction/restraint order passed by the higher authorities/court against sale.

(d) The deposit made by the successful-bidder, pending confirmation of sale, will be kept in an interest bearing fixed deposit account.

(e) No request for cancellation of sale or return of deposit either in part or full, will be entertained.

13. Payment of Stamp Duty, etc:

(a) The sale attracts Stamp Duty, Registration Charges, etc. as per relevant laws.

(b) Sale Certificate will be executed and issued only upon the purchaser producing the certificate issued by authority concerned of having received the requisite Stamp Duty.

14. Sale Certificate:

(a) Sale Certificate will be issued only in the name/names of the bidders whose name/names are mentioned in the bid form.

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

(c) Sale Confirmation/Sale Certificate shall be collected in person or through an authorized person.

15. Return of EMD:

(a) EMD of unsuccessful bidders will be returned from the E-wallet feature available on Baanknet.com website to the Bank account details provided by bidders in the bid form and intimated via their e-mail ID.

(b) Unsuccessful bidders shall ensure return of their EMD and, if not received within a reasonable time, immediately contact the Recovery Officer and/or the Bank.

16. Stay/Cancellation of Sale:

(a) In case of stay of further proceedings by higher judicial Forum, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.

(b) Default in payment of 25% of the purchase price or the balance purchase price or the poundage fee within the stipulated time will result in cancellation of sale.

(c) The purchaser may within thirty days of the sale, apply for setting aside the sale on the ground that the certificate debtor had no saleable interest in the property sold.

17. Delivery of Title Deeds:

(a) Successful bidder/Auction Purchaser, on receipt of order of confirmation, shall contact the Certificate Holding Bank for delivery of title deeds and other documents related to the property.

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

18. Delivery of possession:

(a) Delivery of possession of the property sold shall be as per Income Tax (Certificate Proceedings) Rules, 1962.

(b) All expenses and incidental charges thereto shall be borne by the auction purchaser.

(c) Request for appropriation of sale-proceeds by the Bank/FI will be considered only upon the auction-purchaser filing a memo of having received the title deeds and the Bank delivered possession of the property.

19. Other Conditions:

(a) No officer or other person having any duty to perform in connection with any sale, either directly or indirectly, bid for, acquire or attempt to acquire any interest in the property sold.

(b) No counter-offer/conditions by the bidder and/or successful-bidder will be entertained.

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

(d) The Recovery Officer has the absolute right to accept or reject all or any bid or bids as well as to postpone or cancel the sale for the reasons to be recorded in the proceedings.

(e) Bidders shall be deemed to have read and understood all the terms and conditions of sale and are bound by the same.

(f) The above terms and conditions are general in nature, subject to change and are in addition to other specific conditions given in the proclamation of sale.

(g) Bidders are advised to preserve the EMD details and other deposits challan and also a copy of the terms and conditions of online sale downloaded from the portal of the e-auction service provider for future reference.

Technical Terms and Conditions of Online Auction Sale

1. Prospective bidder shall have a valid Digital Signature Certificate (DSC) issued by any of the recognised agency (not mandatory) and a valid e-mail ID.
2. Prospective bidder has to register with the e-auction service provider.
3. Only upon verification of the bid form 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.
4. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
5. Bidders are advised to change the password immediately on receipt from the service provider.
6. **Time Extension**: If any market-leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the bidding time will be extended automatically by five minutes and if no bid higher than last quoted highest bid is received within the said extended five minutes, the auction sale will automatically get closed at the expiry of the extended five minute. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
7. **Training:** The service provider shall provide training if required by the bidders at a mutually convenient date and time before the auction.

8. **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
9. The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders. The bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
10. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Recovery Officer. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming/submitting the bid.
11. The intimation to the bidder/ bidders concerned of having declared successful in the auction sale will primarily be sent to them through e-mail. The date of sending the e-mail will be considered as date of intimation.
12. If no intimation reaches for reasons beyond the control of the Recovery Officer, the bidders are required to take efforts to ascertain the status. Non-receipt of intimation shall not be a ground for non-payment or delayed payment. Bidders shall, therefore, keep a watch on their incoming e-mail. The Recovery Officer will not be liable for wrong e-mail ID registered by the bidder or for return/non-receipt of the e-mail for any reason.
13. **Demo/mock auction:**
    (a) For bidders who have indicated non-familiarity with e-Auction, training on a DEMO/MOCK Auction will be arranged in a manner and on such date as may be specified by the e-auction service provider. Only those Bidders who have registered themselves for the Auction by submitting the "Declaration Form" and have also paid the EMD can participate in this Mock Auction. No training will be given during the actual e-Auction.
    (b) **A note of caution for the Bidders:** Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, system/ power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.
14. **Confidentiality**: (*not binding on the bidders*)
    (a) 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 particulars of the bidders participating in the e-auction sale.
    (b) Breach of confidentiality, if noticed, will result in cancellation of sale and appropriate action.
15. 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.

Recovery Officer,
DRT-2, Ernakulam