



**OFFICE OF THE RECOVERY OFFICER
DEBTS RECOVERY TRIBUNAL - I
ERNAKULAM**

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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) Properties 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, condition, encumbrance, lien, charge, statutory dues, etc over the properties 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 Properties:

- (a) Properties can be inspected on the date(s) given in the public sale notice/tender document.
- (b) Bidders shall inspect the properties and satisfy themselves regarding the physical nature, condition, extent, etc of the properties.
- (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 properties 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.
- (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 and other deposits shall be remitted through E-wallet feature available on baanknet.com and thereafter Transfer to the Bank account 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 properties until the sale is confirmed in his 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 ro2drtekulam-dfs@nic.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. 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.

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.
- (c) Confirmation of sale will not be made pending operation of any stay/injunction/restraint order passed by the higher authorities/court against confirmation.
- (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 through E-wallet feature available on baanknet.com website transfer to the Bank account details provided by them in the bid form and intimated via their e-mail ID.
- (b) Unsuccessful bidders shall ensure return of their EMD and, if not received in 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 properties 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 properties.
- (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 properties 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 delivered possession of the properties.

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 properties 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 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 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 enter into 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 the bid submitted.
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 of the 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:

(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.

Parichand
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