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

PROCLAMATION OF SALE –CUM E-AUCTION SALE NOTICE

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

T.R.C No: 1123/2017 IN O.A No 241/2010

Between:

Bank of Baroda,
(Erstwhile Vijaya Bank)
Devarayasamudra Branch
...CERTIFICATE HOLDER BANK (CHB)

Vs

Mr K.A Badarinarayana & Others .. CERTIFICATE DEBTOR/S(CDs)

To,

1. Mr K A Badarinarayana
   S/o K V Ananthapadmanabaiah
   Resident at: Thippadoddi Village
   Byarakuru Hobli,
   Mulabagal Taluk, Kolar Dist

2. Mr K V Ananthapadmanabaiah
   S/o Venkatasubbaiah
   Resident at: Thippadoddi Village
   Byarakuru Hobli,
   Mulabagal Taluk, Kolar Dist

3. Mrs Shylaja
   W/o Badrinarayana
   Resident at: Thippadoddi Village
   Byarakuru Hobli,
   Mulabagal Taluk, Kolar Dist

.....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 Bankruptcy Act, 1993 (amended from time to time) in O.A No 241/2010 between Bank of Boroda (Erstwhile Vijaya Bank) Devarayasamudra Branch [CHB] Vs Mr K A Badarinarayana and others, which was forwarded to the undersigned for execution.

2 Whereas the undersigned authority initiated execution proceedings in T.R.C No 1123/2017 for recovery of Rs 16,82,154/- (Rupees Sixteen Lakhs Eighty Two Thousand One Hundred and Fifty Four Only) along with costs, expenses and interest as stated in the Recovery Certificate [RC] from the CDs, from the date of filing of O.A, till the date of final realization.

3. Whereas as per the affidavit filed by the CH Bank dues payable by CDs as on 08.06.2026 a sum of Rs 1,21,27,610/-(Rupees One Crore Twenty One Lakhs Twenty Seven Thousand Six Hundred and Ten Only) excluding costs and interest from 09.06.2026, 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 as per RC	**Reserve Price**	**Earnest Money Deposit & Date with time**	**Bid increase amount**	**Date, Time of auction***
Schedule Property.	Rs 80,00,000/- (Rupees Eighty Lakhs Only)	Rs 8,00,000/-(Rupees Eight Lakhs Only) 11.08.2026 at 4.00 PM	Rs 5,00,000/- (Rupees Five Lakh only)	17.08.2026 11.00 AM to 12.30 PM

*Time of auction with an auto extension clause of 5 minutes (for each item) 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 5,00,000/- (Rs Five 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.

5. At the sale, the public are invited to participate in "**online e-auction**" through the website- **baanknet.com of M/s PSB Alliance Pvt Ltd,** Contact: Help desk support of BAANKNET(Contact No 8291220220).

6. The intending participants/bidders are advised to contact service provider i.e M/s PSB Alliance Pvt Ltd vide its e-mail ID: support. baanknet@psballiance.com and website: https//baanknet.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 Prospective bidders are advised to visit website https://baanknet.com/ and registrar yourself on the e auction plateform and further ensure having valid KYC documents like PAN Card & AADHAAR card and Adhaar linked with latest mobile number and registered with Digi Locker Mandatorily. For bidding in the above e Auction from Baanknet.Com portal (M/s PSB Alliance Pvt. Ltd.) you may contact the helpdesk support of Baanknet (Contact 8291220220), Email Support support.baanknet@psballiance.com.

8. The intending participants shall deposit EMD (Earnest Money Deposit) amount being 10% of the reserve price in e –wallet of M/s PSB Alliance Private limited (BAANKNET) portal directly or by generating the challan receipt therein to deposit the EMD though RTGS/NEFT in the account details mentioned in the said challan on or before **11.08.2026 at 4.00 PM**. The EMD received/deposited and uploading of bid forms in e-auction service provider portal after **11.08.2026 at 4.00 PM** shall not be considered. Postal delays are not entertained. Separate Bid forms should be submitted along with proof of deposit of EMD for each item property, if items are more. **The deposit of the EMD and the sale amount should be routed through the account of the bidder only.**

9. **The hard copies of duly filled bid form 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 14.08.2026 by 4.00 PM. The EMD amount and subsequent sale transactions amounts should be routed through the bidder/s account only.** The EMD received/deposited and uploading of bid forms in e-auction service provider portal after **11.08.2026 at 4.00 PM** shall not be considered. Postal delays are not entertained. Separate Bid forms should be submitted along with proof of deposit of EMD for each item property, if items are more.

10. The Bid/s shall be accompanied by the EMD amount as specified in the public sale notice/tender document. The EMD amount shall be remitted through e-wallet feature available on baanknet.com as specified in the sale notice/tender document.

11. Bidder/s shall not disclose remittance details of EMD, UTR Code etc to anyone to safeguard its secrecy. Bid form without EMD shall be summarily rejected. All details regarding remittance of EMD shall be entered in the bid form. EMD either in part or in full, is liable for forfeiture in case of default.

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RECOVERY TRIBUNAL-II

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12. The deposit of EMD amount and online submission of Bids should be completed by **11.08.2026 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 e-wallet/service provider after receipt of such report from e-auction service provider/bank/financial institution on closure of the e-auction sale proceedings.

13. Bid/s in the prescribed format given in the tender document shall be submitted "Online" through the portal of e-auction service provider. Bid/s submitted otherwise shall not be eligible for consideration and shall forthwith be rejected. Bids shall be submitted online before the last date and time given in the sale notice/tender document. Bid form/s shall be duly filled in with all relevant details. Bidders staying abroad/NRI/PIOs/Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.

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

15. Auction/bidding will be only **"ONLINE"** through the portal provided by the service provider. Bidder/s are cautioned to be careful while entering their bid amount and to check for alteration, if any before confirming the same. No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD amount in full will be forfeited. Bidder/s may subject to conditions of e-auction service provider, avail pre-auction training and /or for demo/mock auction sale from the service provider.

16. There shall be no fresh sale notice issued, 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.

17. Delivery of possession of the auctioned property shall be as per Income Tax (Certificate Proceedings) Rules, 1962. All expenses and incidental charges thereto shall be borne by the auction purchaser. Request for release of sale proceeds by the CH Bank will be considered only upon the auction purchaser filing a memo of having received the tile deeds and delivered possession of the auctioned property.

18. The intending bidder/participates are advised to contact Mr Vemaiah Kosanapalli, Branch Manager/Head, Devarayasamudra Branch Kolar (Contact Mobile No. 9494882484, 08159-235221, e-mail id: vjdeko@bankofbaroda.co.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 possession of the auction property and related title deed documents, (if any) to the successful bidder in whose favour the sale will be confirmed by the undersigned.

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19. 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.

20. 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 and 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.

21. 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.

22. 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 to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to make it in advisable to do so.

23. The Successful/Highest bidder/s shall have to pay 25% (including bid amount) of the purchase amount by way of RTGS/NEFT/Fund transfer to the credited to E-Auction collection account No. 849221110000004, BANK OF INDIA, BASAVESHWARNAGAR BRANCH, BENGALURU, IFSC Code No BKID 0008492 by next date by **4.00 PM**. If, the next day is falls holiday or Sunday, then on next first office working day the above purchase amount to be deposited, failing which the earnest money (EMD) shall be forfeited.

24. 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 BKID0008492, 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 the details mentioned above) on or before 15th day from the date of auction of the property, exclusive of such day, or if the 15th day be Sunday or other public holiday, then on the first office day after the 15th day along with the poundage fee @ 2% upto Rs 1,000 and @1% on the excess of such gross amount over Rs 1000/- on the purchase/sale amount should be paid in favour of Recovery Officer-1, DRT-2, Bengaluru through online i.ewww.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.

25. 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. The undersigned having power and authority may modify/change the payment schedule as and when contingency arises.

26. 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.

27. 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 TRC/DCP/RC/attached property 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 including survey number, extant, encumbrances, inspection of the schedule property and also pending litigation/s etc.

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

29. 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.

Schedule property as per RC	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 prope	Claims if any which have been put forward to the property and any	Reserve Price	EMD

			rty is liable	other known particulars bearing on its nature and value.		
Please refer the schedule mentioned hereunder	Please refer the schedule mentioned hereunder	As assessed by Revenue Authority	CH Bank did not filed any details.	Dues of Bank of Baroda (erstwhile Vijaya Bank) Devarayasamudra Branch as per T1123/2017 IN O.A No 241/2010.	Rs 80,00,000/- (Rupees Eighty Lakhs Only)	Rs 8,00,000/- (Rupees Eight Lakhs Only)

ऋण वसूली अधिकरण बेंगलूरु
DEBTS RECOVERY TRIBUNAL-II
BENGALURU

<u>Schedule Property as per RC</u>

All that piece and parcel of agricultural land bearing Sy No 35 and New No 51 extending over 4-00 Acres, situated at T Kurubarahalli Village, Byrakur Hobli, Mulbagal Taluk, Kolar District and bounded on:

East by: Badarinaraya's Property   West by: Government Land

North by: Papireddy's Land,   South by: Andhra Pradesh Border.

Date and Time of E-auction	17.08.2026 Between 11.00AM to 12.30 PM
Last date and time for online bid/tender/s submission	11.08.2026 at 4.00 PM

Last date and time for Hard copy of auction bid/tender submission	14.08.2026 at 4.00 PM

Given under my hand and seal of this tribunal on 24.06.2026

Encl: Annexure-A- Terms & conditions

(Recovery Officer-1)
DRT-2, Bengaluru

Copy to:

1. The Sub Registrar, Mulbagil, Kolar District
2. The Village Secretary, T Kurubarahalli Taluk.
3. Notice Board of R.O at DRT-2, Bengaluru.
4. M/s PSB Alliance Pvt Ltd- Service Provider.

(i) The service provider, its officials including their men, agents, servants etc facilitating the e-auction sale, shall maintain absolute strict confidentiality of the particulars of the bidde/rs participating in the e-auction sale.

(ii) 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 e-auction sale.

5. The Branch Manager/Head,
Bank of Baroda (Erstwhile Vijay Bank) Devarayasamudra Branch.

The CH Bank must ensure the following:
(i) Compliance of CVC e-tendering safety precautions by the e-auction service provider.
(ii) Strict adherence/compliance of directions of Recovery Officer, DRT by the CH Bank as well as the service provider.
(iii) PAN verification by the e-auction service provider.
(iv) Assignment and intimation of the User ID and Password to bidders by the e-auction service provider well in time.
(v) To arrange for assignment of Admin "User ID and Password to Recovery Officer, DRT to facilitate opening and closure of e-auction.
(vi) That the report of auction proceedings after close of auction contains directions/instruction of Recovery Officer, DRT issued during the auction.
(vii) That no addition/omission/alternations to the proclamation of sale or its terms and conditions should be made.

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ANNEXURE-A

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

T.R.C No 1123/2017 in O.A No 241/2010

Between:

Bank of Baroda
(Erstwhile Vijaya Bank) ....CERTIFICATE HOLDER BANK/CHB

Vs

Mr K A Badrinarayana & Others .... CERTIFICATE DEBTORS/CDs

Detailed Terms and conditions for online e-Auction Sale

1. The sale of properties mentioned in the Proclamation of sale cum e-auction notice issued on 24.06.2026 shall be subject to the following conditions.

2. 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.

3. Auction/bidding shall be only through "Online electronic bidding" through "**BAANKNET.COM**" of **M/s PSB Alliance Pvt Ltd**, details of which are mentioned in E-Auction proclamation of sale notice.

4. Details of last date and time for submission of EMD etc are stated in the sale notice/tender document. The EMD of 10% of the reserve price shall be made through e-wallet feature available on bannknet.com website and the details of remittances made shall be entered in online application. The service provider shall provide training to the registered bidder/s before the date of e-auction. Prospective bidders may avail online training on e-auction from **M/s PSB Alliance Pvt Ltd.**

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

6. The e-auction service provider will allot a login/under 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, Passport, Voter's ID, Valid Driving License or Photo Identity Card issued by the Govt of PSU at the above website, following the instructions

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therein. In case the bidder is not having a PAN Card, he/shall/it shall submit an affidavit on a Rs 20/- Non-Judicial stamp paper, stating the reasons thereof.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. The particulars of properties specified in the schedule have been stated to the best of the information to the Recovery Officer, but the Recovery Officer shall not be answerable for any error, mis-statement or omission in the sale proclamation. The Property **(RC PROPERTY ONLY)** being sold on **"AS IS WHERE IS" AND AS IS WHATER IS BASIS" and NO COMPLAINT BASIS"** and shall not be sold below the reserve price. 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.

13. 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, lien, charge, statutory dues etc, if any over the property before submitting their bid/s. **All bidders shall be deemed to have read and understood the terms and conditions of sale and be bound by them.**

14. 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. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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, subject to no restraining order.

21. 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.

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

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

24. 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.

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

26. EMD of unsuccessful bidders will be received by such bidders from the e-wallet in 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. **The deposit of the EMD and the sale amount should be routed through the account of the bidder only.**

27. 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.

28. 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.

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

30. 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.

31. **Bidders are advised to change the password immediately on receipt from the service provider. 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.**

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

33. 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, bidder/s are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

34. Bidder/s may encounter certain unforeseen problems such as time lag, 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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. Further, the undersigned having power and authority to modify/change the terms and conditions stated herein above and also proclamation of sale notice (F-22) as and when contingency arises. In case of adjournment of sale as per the provisions of the Second Schedule to the Income Tax Act, for any reason no fresh sale notice will be given. However, the new date of sale will be notified on the Notice Board of the Tribunal.

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

(Recovery Officer-1)
DRT-2, Bengaluru

ऋण वसूली अधिकरण
बेंगलूरु
BENGALURU
DEBTS RECOVERY TRIBUNAL-II