DEBTS RECOVERY TRIBUNAL-II

6TH FLOOR, ADDITIONAL OFFICE BUILDING, SHASTRI BHAVAN,
HADDOWS ROAD, NUNGAMBAKKAM,
CHENNAI 600 006

TENDER/BID DOCUMENT

(FOR E-AUCTION SALE)

TRC No. 11/2024

(DRC 238/2023 DRT-I Chennai)
in
TA No. 86/2019 (DRT-I Chennai)
NDN(TA) No.1896/2023

In the matter of

State Bank of India,
Stressed Assets Management Branch, Egmore, Chennai

-Vs.-

1. M/S. ANS Industries,
2. MR.S.Anbarasan,
3. Mrs.A.Rajakumari,
4. Mrs.S.Navaneetham,
5. Mr.S.T.Palaniswamy,
6. Mr.A.Anna Durai,
7. Mrs. Tamilselvi,
8. Mrs. Thennarasi,
9. Mrs. Arivarasan.

ऋण वसूली अधिकरण-II DEBTS RECOVERY TRIBUNAL-II चेन्नै/CHENNAI

Recovery Officer,
DRT-II, Chennai

DEBTS RECOVERY TRIBUNAL-II

6TH FLOOR, ADDITIONAL OFFICE BUILDING, SHASTRI BHAVAN,
HADDOWS ROAD, NUNGAMBAKKAM,
CHENNAI 600 006

TRC No.11/2024 **Dated:10.11.2026**

E-AUCTION SALE

(Under Rule 52(2) of Second Schedule to the IT Act,1961r/w Sec 25 to 29 of RDDBI &FI Act 1993)

The under mentioned properties will be sold "As is and where is/on what it is/no complaint" basis by on line e-auction through website **https://www.bankeauctions.com/** for recovery of a sum of the **Rs.1,94,02,972.88 [Rupees One Crore Ninety Four Lakhs Two Thousand Nine Hundred Seventy Two And Paise Eighty Eight Only],** plus further interest and costs payable as per law, less the amount already recovered, if any, from **M/S. ANS Industries & 8 others** to **State Bank of India, SAMB, Montieth Road, Egmore, Chennai,** as per Recovery Certificate No.**238/2023 dated 28-12-2023** issued in **T.A. No. 86 of 2019** by the Hon'ble Presiding Officer, Debts Recovery Tribunal-I, Chennai and a Notice of Demand dated **05.12.2024** subsequently issued by the Learned Recovery Officer of Debts Recovery Tribunal No.1, Chennai, and the said DRC transferred to this Hon'ble Debts Recovery Tribunal – II, Chennai on jurisdictional grounds in pursuance of Ministry of Finance, Department of Finance Services Gazette Notification No. S.O. 4717 (E) dated 04-10-2022 renumbered as **TRC No.11/2024.**

SCHEDULE OF THE PROPERTY

"A" SCHEDULE

Vellore District, Gudiyattam Sub District, GudiyattamTaluk, No. 58, Nellorepet, Government Nanja Survey No. 51/4, New Sub Division Survey No. 51/4B, Hec. 0.99.0, Acre 2.46 cents, Bounded on the

East by	:	Perumbadi Road and property belonging to Mr. Prakash, and Mr. T.G. Palanisamy
West by	:	Properties belonging to Sri BalasarduleeswararKoil and Mr. T. G. Sampath
South by	:	Properties belonging to DamodharaChettiyar, Mr. Kempu Chettiar and Mr. Prakash
North by	:	Properties belonging to Mr. T. G. Sampath

10/11/26

Date and time of e-auction	:	**18.12.2026 between 1500hrs and 1600Hrs** with auto time extension of 3 minutes each, till sale is concluded.
UPSET PRICE		**Rs.2,62,50,000/-(Rupees Two Crores sixty two Lakhs and fifty thousand only)**
Earnest Money Deposit	:	**10% of the upset price- Rs.26,25,000/-** On or before **16.12.2026** through EFT/NEFT/RTGS Transfer in favour of "The Recovery Officer, DRT-II, Chennai" to the credit of Current A/c.
Last date for submission of bid form with EMD	:	No.163302000001100, Indian Overseas Bank, Cathedral Road Branch, Chennai - 600 002. Branch Code:0109 ; IFSC Code: IOBA0000109
Bid Multiplier	:	**Rs.2,00,000/-**
Inspection of Property	:	**25.11.2026 from 10.00 a.m. to 3.00 p.m.**

UNDER ANY CIRCUMSTANCES BIDS IN PHYSICAL FORM WILL NOT BE ACCEPTED BY THE TRIBUNAL & NO ENQUIRIES WILL BE ENTERTAINED.

The other details about the above auction and the e-auction bid form and declaration form and detailed terms and conditions are available in the website;

Website: https://www.bankeauctions.com/

Further property details if any required shall be obtained from Mrs.K.Anupama, Deputy Manager, State Bank of India, SAMB, Egmore, Chennai-600008 Mobile No.6369672894 email id: (sbi.05170@sbi.co.in) and Assistance in respect of e-auction Procedure contact Assistance in respect of e-auction Procedure contact Mr. Prabakaran M (07418281709) M/s C1 INDIA PVT. LTD. Plot No.301, First Floor Udyog Vihar, Phase-2, Gurgaon Haryana – 122 015

DEBTS RECOVERY TRIBUNAL II CHENNAI

12/11/26

(A.VENKATESAN)
RECOVERY OFFICER

DEBTS RECOVERY TRIBUNAL – II
6TH FLOOR, ADDITIONAL OFFICE BUILDING,SHASTRI BHAVAN,
HADDOWS ROAD,NUNGAMBAKKAM,
CHENNAI 600 006

TRC No.11/2024

Copy to:

The AGM, State Bank of India, SAMB, Egmore, Chennai-600008 with instruction to comply with the following directions. **Violation and non - compliance of any of the directions will result in cancellation of Auction.**

Certificate Holder must ensure:

(a) To ensure that the CVC safety measures relating to e-tendering are duly complied with by the e-auction service provider.
(b) The e-auction sale notice shall be sent to the service provider and uploaded immediately, but not later than **16.11.2026**.
(c) The service provider shall strictly adhere to and comply with the directions/instructions issued by the Recovery Officer (R.O.), DRT-II.
(d) The 'User ID' and 'Password' shall be assigned and intimated to the bidders well in advance.
(e) Necessary arrangements shall be made for assigning an Admin 'User ID' and 'Password' to the Recovery Officer (R.O.), DRT-II, to facilitate the opening and closing of the e-auction.
(f) The service provider shall immediately deactivate the 'User ID'/'Password' assigned to a bidder whose bid has been rejected, upon the instructions of the Recovery Officer (R.O.), DRT-II, Chennai.
(g) The Auction Proceedings Report generated after the conclusion of the auction shall contain the directions/instructions issued by the Recovery Officer (R.O.), DRT-II, during the course of the auction.
(h) The service provider shall facilitate the generation of the Auction Report, along with any directions/instructions conveyed online by the Recovery Officer during the bidding, at the close of the auction, by the Recovery Officer (R.O.), DRT-II, himself.
(i) The e-auction portal shall be blocked immediately after the closing date for submission of bids, i.e., **16.12.2026**, so as to prevent any further submission of bids.
(j) **That the e-auction service provider should not allocate a parallel admin id, password to the Certificate Holding Bank in order to view the bid details etc., as this is a confidential closed tender document to be viewed only in encrypted mode by the RO only.**

2. To display sale notice, auction bid form and detailed terms and conditions of sale, enclosed herewith, in the service provider's website. No addition/omission/ alterations of terms and conditions should be made. The Certificate Holder Bank is directed to verify the correctness with regard to upset price, schedule of property etc, before printing/circulating/publishing in the website (or) Newspaper.
3. **Sale notice** shall be **published** in the language of the district in which the property is situated **in a widely circulated vernacular daily and in English Language in a widely- circulated English Daily on or before 16.11.2026.** Publication can be made in any other newspapers also, if considered necessary, for wider publicity.

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4. **A copy of the Sale Notice** be **served** on the defendants **and** also **pasted** in a conspicuous place in the property **on or before 16.11.2026.** A proceeding shall be drawn for pasting of sale notice in the property in presence of two independent witnesses. Proof of service of sale notice and proceedings for pasting the sale notice be submitted to Recovery Officer, DRT-II, Chennai.
5. Hand bills of auction sale shall be printed and circulated in the area in which the property is situated. 10 copies of hand bills are submitted to Recovery Officer, DRT-II, Chennai.
6. Copy of the title deed and other related documents of the property are made available by the Bank/FI for perusal by intending bidders/buyers.
7. An affidavit confirming the compliance of above instructions to be filed on **17.11.2026** by the Bank/FI duly countersigned by Advocate.
8. An officer of the Bank/FI well versed with the identity/location of the property is deputed to the property on the day of inspection i.e., **25.11.2026 from 10.00 a.m. to 3.00 p.m.**to facilitate inspection by the intending bidders. Memo of compliance along with the proceedings in respect of the inspection to be filed by the Bank on **26.11.2026.**
9. The Service provider is directed to depute a technical person on the day of auction i.e., **18.12.2026** one hour before commencement of the online auction as well as at 11.00am on **17.12.2026** date of verification of bids for KYC compliance at DRT-II, Chennai.

10. THE E-AUCTION SERVICE PROVIDER'S OFFICIAL ALONGWITH THE BANK'S REPRESENTATIVE SHOULD BE PRESENT IN DRT ATLEAST 60 MINUTES BEFORE COMMENCEMENT OF THE E-AUCTION.

11. <u>Delivery of Title Deeds</u>:

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

(b) The bank shall ensure that title deeds and other documents are on confirmation of sale, forthwith taken delivery from the Tribunal/ your bank 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.

(c) In case of personal (non-mortgage) property of the defaulter, only certified copies of the title deed will be issued.

DEBTS RECOVERY TRIBUNAL-II ★ चेन्नै / CHENNAI ★

15/11/26

(A.VENKATESAN)
RECOVERY OFFICER

DEBTS RECOVERY TRIBUNAL-II

6th Floor, Additional Office Building, ShastriBhavan, Haddows Road,
Nungambakkam, Chennai 600 006

TRC No.11/2024

ON LINE E-AUCTION BID FORM

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

1. Name(s) of Bidder (in Capital) :
2. Father's/Husband's Name :
3. Postal Address of Bidder(s)
4. (i) Land Line :
   (ii) Mobile No.
   (iii) E-mail ID :
5. Bank Account details to which EMD amount to be returned
   i) Bank A/c. No. :
   ii) IFSC Code No. :
   iii) Branch Name :
6. Date of submission of bid :
7. PAN Number :
8. Address proof Document No. :
9. DRC No. /Item No. (if any) :
10. Whether EMD remitted : Yes/No.
11. EMD remittance details*

    (Details in respect of Bank from Which remittance is made) :

    Date of remittance_____

    Name of Bank_____

    Branch_____

    A/c. No._____

    IFSC Code No._____
12. Bid Amount quoted : (Rupees_____

    _____)

I declare that I have read and understood all the terms and conditions of auction sale and shall abide by them. I also undertake to improve my bid by one bid incremental value notified in the sale notice if I am the sole successful-bidder.

(Signature of the Bidder)

Bidders are advised to preserve the EMD remittance challan.

DEBTS RECOVERY TRIBUNAL
CHENNAI

DECLARATION

Date:

To:
DEBTS RECOVERY TRIBUNAL-II
6th Floor, Additional Office Building,
ShastriBhavan, Haddows Road,
Nungambakkam, Chennai 600 006

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale 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 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 fulfill 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 Terns 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.



Signature:.....

Name:.....

Address:.....

e-mail id.....

Mobile.....

Land Line No.....

DEBTS RECOVERY TRIBUNAL-II

6th Floor, Additional Office Building, ShastriBhavan, Haddows Road,
Nungambakkam, Chennai 600 006

Detailed Terms and Conditions of Online Auction Sale

1. Nature and Object of Online Sale:

(a) The online e-auction sale is with the avowed object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.
(b) The sale is governed by the Rules in Second Schedule to the Income Tax Act, 1961, read with Sec.29 of the RDDB & FI Act and the following specific terms and conditions.

2. Caution to bidders:

(a) Property is sold on as is and "**where is /on what it is/ no complaint 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 property **before submitting their bids**. No correspondence/query will be entertained by the Tribunal.
(c) Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the corresponding public sale notice in the dailies before submitting the bid and participating in the online bidding/auction.
(d) Statutory dues including TDS/liabilities etc., due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).
(e) The particulars specified in the annexed schedule have been stated to the best of information of the undersigned, but the undersigned shall not be answerable for any error, mis- statement or omission in this proclamation.

3. Inspection of Property:

Property can be inspected on the date(s) given in the public sale notice/tender document.
(a) Bidders shall inspect the property and satisfy themselves regarding the physical nature, condition, extent, etc of the property.
(b) Bidders are bound by the principle of caveat emptor (Buyer Beware).
(c) Complaints, if any, in the matter of inspection shall immediately be brought to the notice of the Recovery Officer.

4. Inspection of Title Deeds:

(a) Bidders may inspect and verify the title deeds and other documents relating to the property available with the bank/Tribunal.

5. Submission of bid forms:

(a) Bids in the prescribed format given in the tender document shall be submitted "online" through the portal of online service provider. Bids submitted otherwise shall not be eligible for consideration and rejected.
(b) Bids shall be submitted online on or 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) Submission of copy of PAN Card, is mandatory for all bidders. For residential proof, submission of any of the following is mandatory viz. Voter's ID, Valid Driving License. Aadhar card, passport (page containing the address is a must) and both documents should be submitted along with the bid form for all bidders. **The address given in the bid form should be in conformity with the KYC documents**.

(g) The successful bidder should produce the Original Identity/ Address Documents, copy of which were submitted along with the bid form, on the auction date to the Tribunal without fail besides on any day on demand.

(h) The successful bidder should submit the hard copy of the declaration form as well as bid form duly completed and signed on the date of auction.

(i). The entire amount shall be remitted through a single transaction from the bidder's own bank account to the bank account specified in the Sale Notice. Remittances from third-party bank accounts shall not be accepted.

(j). The bidder shall provide accurate and complete contact, address, and bank account details while registering for the e-auction.

(k). All bidders shall furnish the UTR (Unique Transaction Reference) number and the relevant bank account statement as proof of payment.

6. 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 EFT/NEFT/RTGS Transfer to the bank account as specified in the sale notice/Tender document.

(c) Bidders not to disclose remittance details of EMD, UTR Code, etc. to any one and 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.

7. (a). Bid Multiplier: Rs.2,00,000/-

(b). The bidders shall increase their bids as per the amount specified in the public sale notice.

8. 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) Auction/Bidding time will initially be for a period of one hour and in the bidding process will get automatically extended three minutes duration of each 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 three minutes of closing time, the bidding time will be extended automatically by three minutes and if no bid higher than last quoted highest bid is received within the said extended three minutes, the auction sale will automatically get closed at the expiry of the

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extended three minute. There will thus be an extension of bidding-time, each of 3 minutes duration, till auction is concluded.

(d) Bidders are advised to enter their bid accordingly keeping in mind the 3 minutes duration`.

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

9. Online Bidding:

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

(b) In case of sole bidder, he/she shall improve his/her bid at least by one bid incremental value or otherwise the sale will be deferred or cancelled.

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

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

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

10. 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.

(b) Highest bidder will be declared the successful bidder and intimation to this effect will be given through e-mail by service provider/bank.

(c) All intimations to bidders/auction purchaser **will be primarily through e-mail by the Certificate Holder Bank**. 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 Bank. Non-receipt of intimation should not be an excuse for default/non-payment.

11. 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.

(b) In case of the auction-sale proceeding and concluding beyond the banking transaction hours, 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 along with poundage fees of one percent (1%) of the final bid amount plus Rs.10/- shall be paid on or before the fifteenth day from the date of the sale or within such period as may be extended, for the reason to be recorded, by the Recovery Officer.

12. Default of Payment:

(a) Default of payment of 25% of bid amount (less EMD) on the same day and 75% of balance bid amount 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) The Tribunal, in its sole discretion and if the difference is less than by one bid incremental value, may offer the property to the next highest successful bidder/ bidders and in such an event, the said highest bidder/ bidders may conclude the sale in their favor by depositing their highest bid amount in accordance with the terms and conditions of sale.

(d) There shall be no fresh sale notice if the sale is postponed for a period less than 30 days.

13. Confirmation of Sale:

(a) The sale held in favor of the successful bidder, in normal circumstances, will be confirmed, on

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DEBTS RECOVERY TRIBUNAL CHENNAI II

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&61 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 interesting bearing fixed deposit account, in the case of '(c)' above.

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

14. Payment of Stamp Duty, etc:

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

15. 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.

16. Return of EMD:

(a) EMD of unsuccessful bidders will be returned through EFT/NEFT/RTGS transfer to the bank account details provided by them in the bid form (Nett of bank charges).

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

17. Stay/Cancellation of Sale:

(a) In case of stay of further proceedings by higher judicial fora, 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 with poundage fee within the stipulated/extended time will result in cancellation of sale.

(c) The purchaser may within 30 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.

18. Delivery of Title Deeds:

(d) 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.

(e) The bank shall ensure that title deeds and other documents are on confirmation of sale, 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.

(f) In case of personal (non-mortgage) property of the defaulter, only certified copies of the title deed will be issued.

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DRT-I RECOVERY TRIBUNAL ★ CHENNAI ★

19. Delivery of possession:

(a) Auction purchaser to approach DRT through bank for physical possession.
(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 delivery of possession of the property and also the bank has to give an irrevocable undertaking to return the sale proceeds without demur or protest in case of recall of auction amount by the Tribunal.

20. 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 reserves the right to accept or reject all or any bid or bids without assigning any reason and to postpone or cancel the sale without assigning any reason.
(e) Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.

Technical Terms and Conditions of Online Auction Sale

1. Prospective bidder shall have a valid Digital Signature Certificate (DSC) issued by any of the recognized agency and a valid e-mail id.
2. Only upon verification of the bid form and confirmation of remittance of EMD, the User ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
3. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
4. Bidders are advised to change the password immediately on receipt from the service provider.
5. **Time Extension**:
   If any market leading bid (bid higher than the highest at the point in time) is received within the last three minutes of closing time, the time of auction sale will get automatically extended by another three minutes and subsequently. If no further bid higher than the last quoted highest bid is received within the said extended three minutes, the auction sale will automatically closed at the expiry of the extended three minutes
6. **Training:**
   The online service provider will provide training "online" if required by the bidders at a mutually convenient date and time before the auction.
7. **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.
8. 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 acceptance of his bid.
9. 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 Tribunal. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

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DEBTS RECOVERY TRIBUNAL-II CHENNAI

10. The intimation to the bidder/ bidders concerned of having been declared successful in the auction sale will primarily be sent to them through e-mail by the bank based on the Recovery Officer's Order declaring a bidder as successful bidder. The date of sending the e-mail will be considered as date of intimation. IT IS THE RESPONSIBILITY OF THE BANK TO ENSURE COMMUNICATION OF THE E-AUCTION PROCEEDINGS TO THE SUCCESSFUL BIDDER IMMEDIATELY ON COMPLETION OF E-AUCTION.

11. If no intimation reaches for reasons beyond the control of the tribunal/bank, 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 must therefore keep a watch on their incoming e-mail. The tribunal/ bank will not be liable for wrong e-mail id registered by the bidder or for return of the mail for mailbox being full.

12. **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 in the Schedule Programme. 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) Auction will be arranged in a manner and on such date as may be specified in the Schedule Programme. 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.

(c) **A note of caution for the Bidders:** Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and 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.

13. Confidentiality:

(a) The Online service provider, the official 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 On-line sale.
(b) Breach of confidentiality, if noticed, will result in cancellation of sale and appropriate action.

14. The online service provider shall submit to this Tribunal 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.

DEBTS RECOVERY TRIBUNAL - II
CHENNAI

(A.VENKATESAN)
RECOVERY OFFICER