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 - I
ERNAKULAM
5th Floor, K.S.H.B. Building, Panampilly Nagar, Ernakulam – 682036
□ **0484 –2324900** | e-mail: *ro1drtekulam-dfs@nic.in*

PROCLAMATION OF SALE

DRC No. 3/2025 **e-Sale No 64/2026**

PROCLAMATION OF SALE UNDER RULES 52, 53 & 54 OF SECOND SCHEDULE TO THE INCOME TAX ACT, 1961 READ WITH THE RECOVERY OF DEBTS AND BANKRUPTCY ACT, 1993

The South Indian Bank Limited Vs. Avinash K L & 2 other

Whereas, **(1) Avinash K. L**. S/o. Lokesh N. K. #3-101/12, Behind Syndicate Bank Kulai, Mangalore Dekshina Kannada Karnataka - 575 019 Presently residing at Vishwa Niva, C/o. Viswanatha Anchan Lachil House, Mangalore Karnataka - 575 019 **(2) Sumitha** W/o. Lokesh N. K. #3-101/12, Behind Syndicate Bank Kulai, Mangalore Dekshina Kannada Karnataka - 575 019 Presently residing at Vishwa Niva, C/o. Viswanatha Anchan Lachil House, Mangalore Karnataka - 575 019 **(3). Amitha** , D/o. Lokesh N. K. #3-101/12, Behind Syndicate Bank Kulai, Mangalore Dekshina Kannada Karnataka - 575 019 Presently residing at Vishwa Niva, C/o. Viswanatha Anchan Lachil House, Mangalore Karnataka - 575 019 have failed to pay the sum of **Rs. 33,07,720.63/-** (Rupees thirty three lakhs seven thousand seven hundred twenty and paisa sixty three only), as on **22.05.2020**, payable by themin respect of the **Recovery Certificate No. 3/2025** in **OA No. 214/2020** issued by the Presiding Officer, Debts Recovery Tribunal-1, Ernakulam, and the interest and costs payable as per the Certificate.

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. 52,07,506.77** (Rupees fifty two lakhs seven thousand five hundred six and paisa seventy seven only), as on **30.10.2026.** 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 **30.12.2026 by e-auction from 12.00 hrs to 12.30 hrs** and bidding shall take place through '**Online Electronic Bidding**" through the website https://assets.matexauctions.com of **Matex Net Private Limited.**

Intending bidders shall 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.

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, the undersigned may be contacted either in person or over the phone, or Smt. Jilu Hanna Eapen, Chief Manager, The South Indian Bank Ltd, DRT Cell, 2nd Floor, SIB Building, Market

Road, Ernakulam at Mobile No. 9946834187; e-mail – drtcell.ekm@sib.co.in or Shri Vishnu S, Manager, Kodibail Branch, Kasaragod-671322 at Mobile No. 9496372499 ;email Br0945@sib.co.in. For information about online submission of application and assistance during bidding, please contact Matex Net Private Limited over phone (Shri Sharavaen – Mobile No. 9500173312; e-mail : solutions@matexnet.com).

The property can be inspected on **27.11.2026, 03.12.2026 and 11.12.2026** for which the above named officer of the **South Indian Bank** may be contacted.

The sale will be of the property of the Certificate debtors 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, by the undersigned shall not be answerable for any error, mis-statement or omission in this proclamation.

1. The reserve price below which the property mentioned below shall not be sold is **Rs. 9,00,000-/- (Rupees nine lakhs only)**

2. The amounts by which the bidding are to be increased shall be **Rs. 10,000/- (Rupees ten thousand only).** In the event of any dispute arising as to the amount of bid, oras to the bidder, the lot shall at once be again put up to auction. If there is only one bidder, the e-auction will commence with one increment over and above the reserve price.

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 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 advisable to do so.

4. EMD of **Rs. 90,000/- (Rupees ninety thousand only)** shall be deposited by **28.12.2026**, 15.00 hrs online through RTGS/NEFT/TRANSFER or by deposit of Pay Order/Demand Draft to the **Account No. 0572073000000214** in the name of **'Recovery Officer – DRT-I-Ernakulam- E-Auction'** held with the **South Indian Bank Ltd**, Panampally Nagar Branch,Ernakulam. [**IFS Code – SIBL0000572**]. EMD deposited thereafter shall not be considered for participation in the e-auction.

5. The date for submission of online bids is from **18.12.2026 to 28.12.2026** till 1700 hrs.

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 said account as per details mentioned in para 4 above.

7. The purchaser shall deposit the balance 75% of the sale proceeds on or before the 15th dayfrom the date of sale of the property, 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 para4 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	**A SCHEDULE PROPERTY** All the part and parcel of 04.05 Ares in Re. Sy. No.73/4 part in Majibail Village, Manjeshwar Taluk, Kasaragod District owned by Avinash K. L. by virtue of Sale Deed No.1708/2017 dated 04.05.2017, Manjeshwar Sub Registry Office. **BOUNDARIES** East : Land of Deeraj Shetty North : Land of Pradeep West : Private Road South : Land of Harish Shetty	-	NIL	-

(Given under my hand and the seal of the Tribunal on this the 30th day of October 2026)

(Pratheep Roy K P)
Recovery Officer

To

1. Avinash K. L. S/o. Lokesh N. K. #3-101/12, Behind Syndicate Bank Kulai, Mangalore Dekshina Kannada Karnataka - 575 019 Presently residing at Vishwa Niva, C/o. Viswanatha Anchan Lachil House, Mangalore Karnataka - 575 019

2. Sumitha W/o. Lokesh N. K. #3-101/12, Behind Syndicate Bank Kulai, Mangalore Dekshina Kannada Karnataka - 575 019 Presently residing at Vishwa Niva, C/o. Viswanatha Anchan Lachil House, Mangalore Karnataka - 575 019

3. Amitha D/o. Lokesh N. K. #3-101/12, Behind Syndicate Bank Kulai, Mangalore Dekshina Kannada Karnataka - 575 019 Presently residing at Vishwa Niva, C/o. Viswanatha Anchan Lachil House, Mangalore Karnataka - 575 019

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DEBTS RECOVERY TRIBUNAL-I ERNAKULAM
5th Floor, K.S.H.B. Building, Panampilly Nagar, Ernakulam – 682036
□ **0484 – 2324900** | e-mail:

DRC No. 3/2025 **e-Sale No.64/2026**

CONDITIONS OF TENDER-CUM-E-AUCTION

The sale of properties mentioned in the sale proclamation **DRC No. 3/2025** dated **30.10.2026** shall be subject to the following conditions:

1. Auction shall be by online electronic bidding through the website- **assets.matexauctions.com**
2. Intending bidder shall hold a valid Digital Signature Certificate. For details, please contact M/s. Matex Net Private Limited, Chennai over phone (Shri Sharavaen – Mobile No. 9500173312; e-mail : solutions@matexnet.com).
3. What is proposed to be sold are the rights to which the certificate debtors are entitled in respect of the properties. The properties will be sold along with liabilities, if any. The extentof the properties 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 properties 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 stamppaper, stating the reasons thereof. EMD of 10% of the reserve price shall be made throughRTGS/ NEFT to the Account number provided in the proclamation of sale 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.
9. Prospective bidders may avail online training on e-auction from **M/s. Matex Net Private Limited.**
10. 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 onwithdrawal 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 forany reason, the bidders can opt to withdraw from the auction through the registered e-mailID and request for refund of EMD.

11. 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 fromthe date of auction, failing which the entire amounts remitted towards the auction shall be forfeited.

12. The e-Auction shall commence strictly at the scheduled time and above the highestquotation received. The bids shall be in multiples provided in the proclamation of sale. Theclosing time of the auction is system controlled and the time will get automatically extendedby five minutes if any bid is received during the last five minutes, i.e. while active bid is inprocess.

13. 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 rateof 2 per cent on such bid amount up to Rs.1,000/- and at the rate of 1 per cent on the excessof such bid amount over Rs.1,000/-. All the payments shall be made through RTGS/ NEFTto the Account number mentioned in the proclamation of sale, and shall be intimated to theRecovery Officer at **ro1drtekulam-dfs@nic.in** immediately.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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 inthat case, the debtor can reclaim his property. The 5% of the bid money paid by the defaulter shall be given to the successful bidder.

20. 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.

21. 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 noticewill 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.

22. 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.

(Pratheep Roy K P)
Recovery Officer

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DRC No. 3/2025 **e-Sale No. 64/2026**

E-AUCTION TENDER DOCUMENT
(Bid Application with Terms and Conditions of Online Sale)

e-AUCTIONSALE SCHEDULE

DESCRIPTION OF THE PROPERTY

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	**A SCHEDULE PROPERTY** All the part and parcel of 04.05 Ares in Re. Sy. No.73/4 part in Majibail Village, Manjeshwar Taluk, Kasaragod District owned by Avinash K. L. by virtue of Sale Deed No.1708/2017 dated 04.05.2017, Manjeshwar Sub Registry Office. **BOUNDARIES** East : Land of Deeraj Shetty North : Land of Pradeep West : Private Road South : Land of Harish Shetty	-	NIL	-

Reserve Price : Rs. 9,00,000/- (Rupees nine lakhs only)

Earnest Money Deposit : Rs. 90,000/- (Rupees ninety thousand only)

Bid Multiplier : Rs. 10,000/- (Rupees ten thousand only)

EMD Remittance : On or before **28.12.2026, 15.00** hrs online through RTGS/NEFT/TRANSFER or by deposit of Pay Order/Demand Draft to the **Account No. 0572073000000214** in the name of **'Recovery Officer – DRT-I- Ernakulam- E-Auction'** held with the **South Indian Bank Ltd**, Panampally Nagar Branch,Ernakulam. [**IFS Code – SIBL0000572].**

Submission of online bids : From **18.12.2026 to 28.12.2026 till 17.00 hrs**

Online auction sale : On **30.12.2026 from 12.00 hrs to 12.30 hrs** 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 and other deposit challans, etc. in safe for future reference.

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DRC No.……

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	**Phone/ Mobile Number**	
6	**E-mail ID**	
7	**EMD Remittance**	Date of remittance:
		Bank & Branch:
		A/c. No.
		IFS Code:
		UTR No.
8	**Date of submission of bid**	
9	**Bid amount**	Rs. (Rupees
10	**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)

DECLARATION

Date:

To

The Recovery Officer,
Debts Recovery Tribunal,
5th 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 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 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 theTribunal 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 saleof 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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G E N E R A L G U I D E L I N E S T O B I D D E R S

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 and Bankruptcy, 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, 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.
   (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 EFT/NEFT/RTGS 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 byfive 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 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 toRs.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 **ro1drtekulam-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 interesting 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 EFT/NEFT/RTGS 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 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 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 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.

Recovery Officer,
DRT-I, Ernakulam

Copy to: -

1. Notice Board of the Debts Recovery Tribunal-1, Ernakulam.
2. **The Manager, South Indian Bank Ltd, Kodibail Branch, Gulf Plaza, N H -17, Kaikamba Junction, Uppala P O, Kasaragod-671322** with the direction to comply with the following requirements: -

1. **CERTIFICATE HOLDER BANK MUST ENSURE**:

(a) Compliance of CVC e-tendering safety precautions by the e-auction service provider.

(b) Strict adherence/compliance of directions of Recovery Officer, DRT by the Bank as well as the service provider.

(c) PAN verification by the e-auction service provider.

(d) Assignment and intimation of the "User ID" and "Password" to bidders by the e-auction service provider well in time.

(e) To arrange for assignment of Admin "User ID" and "Password" to Recovery Officer, DRT to facilitate opening and closure of e-auction.

(f) That the report of auction proceedings after close of auction contains directions/instruction of Recovery Officer, DRT issued during the auction.

(g) That no addition/ omission/ alterations to the proclamation of sale or its terms and conditions should be made.

2. AFFIXTURE AND PUBLICATION:

(a) Affix the proclamation of sale at a conspicuous part of the property proposed to be sold, accompanied by beat of drums, in the presence of at least two witnesses, 30 (thirty) days before the date of auction.

(b) Proclamation of sale [*e x c l u d i n g* the detailed terms and conditions attached thereto] shall be published, **in the local language of the district**, where the property is situated, **on or before 23.11.2026.**

(c) Publication can also be made in any other newspapers also if considered necessary for wider publicity

(d) Display proclamation of sale along with detailed terms and conditions, in the Bank's as well as service provider's websites.

(e) Any other mode of local wide publicity, cable TV, handbills, etc.

3. HOLDING OF EMD AND BID AMOUNTS:

(a) The bid amounts, excluding Poundage fee, shall be kept in No-lien Term Deposit Account in the name of "**Recovery Officer, DRT, Ernakulam, DRC No. 3/2025**". **The amount of Poundage fee shall forthwith be handed over to the Recovery Officer, Debts Recovery Tribunal-I, Ernakulam by way of Demand Draft** drawn in favour of the **"Manager, State Bank of India, Treasury Branch, Ernakulam"**.

(b) The original deposit receipt shall be handed over to the Recovery Officer, which shall be renewed automatically until further orders.

(c) The Bank shall be holding the deposit as "**no-lien custodian"** on behalf of the Recovery Officer of the Tribunal.

(d) To discharge and return the amount as and when demanded by the Recovery Officer without any demur or protest.

(e) The EMD of the unsuccessful bidders shall be returned to the respective bidders through EFT/NEFT/RTGS to the Bank account details provided by them in the bid form and intimated via their e-mail ID, as per the directions issued by the Recovery Officer.

4. <u>CONFIDENTIALITY</u>:

(a) The Bank as well as e-auction service provider, including their officers, staff, men, agents, servants, etc., facilitating the e-auction sale, shall maintain absolute secrecy about the particulars of the bids received, participating bidders, bid amount, etc.

(b) Breach of confidentiality, if noticed, will result in cancellation of sale and appropriate action.

5. An officer well versed with the identity/ location of the property be deputed to the property site on the day of inspection to facilitate inspection by the intending bidders.

6. Copy of the title deed and other related documents of the property be made available for perusal by intending bidders/ buyers.

7. A compliance report of the above requirements shall be filed on or before **26.11.2026**

8. Recovery Officer may consider cancellation of e-auction on non-compliance of any of the above conditions of e-auction.

(Pratheep Roy K P)
Recovery Officer

For publication in the
leading daily newspaper

Government of India
Ministry of Finance
DEBTS RECOVERY TRIBUNAL – 1
OFFICE OF THE RECOVERY OFFICER
5th Floor, K.S.H.B. Building, Panampilly Nagar, Ernakulam – 682036
□ **0484 – 2324900** | e-mail: *ro1drtekulam-dfs@nic.in*

DRC No. 3/2025 **e-Sale No 64/2026**

PROCLAMATION OF SALE UNDER RULES 52, 53 & 54 OF SECOND SCHEDULE TO THE INCOME TAX ACT, 1961 READ WITH THE RECOVERY OF DEBTS AND BANKRUPTCY ACT, 1993

The South Indian Bank Limited Vs. Avinash K L & 2 other

Whereas, **(1) Avinash K. L**. S/o. Lokesh N. K. #3-101/12, Behind Syndicate Bank Kulai, Mangalore Dekshina Kannada Karnataka - 575 019 Presently residing at Vishwa Niva, C/o. Viswanatha Anchan Lachil House, Mangalore Karnataka - 575 019 **(2) Sumitha** W/o. Lokesh N. K. #3-101/12, Behind Syndicate Bank Kulai, Mangalore Dekshina Kannada Karnataka - 575 019 Presently residing at Vishwa Niva, C/o. Viswanatha Anchan Lachil House, Mangalore Karnataka - 575 019 **(3). Amitha** , D/o. Lokesh N. K. #3-101/12, Behind Syndicate Bank Kulai, Mangalore Dekshina Kannada Karnataka - 575 019 Presently residing at Vishwa Niva, C/o. Viswanatha Anchan Lachil House, Mangalore Karnataka - 575 019 have failed to pay the sum of **Rs. 33,07,720.63/-** (Rupees thirty three lakhs seven thousand seven hundred twenty and paisa sixty three only), as on **22.05.2020**, payable by themin respect of the **Recovery Certificate No. 3/2025** in **OA No. 214/2020** issued by the Presiding Officer, Debts Recovery Tribunal-1, Ernakulam, and the interest and costs payable as per the Certificate.

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. 52,07,506.77** (Rupees fifty two lakhs seven thousand five hundred six and paisa seventy seven only), as on **30.10.2026.** 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 **30.12.2026 by e-auction from 12.00 hrs to 12.30 hrs** and bidding shall take place through '**Online Electronic Bidding**" through the website https://assets.matexauctions.com of **Matex Net Private Limited.**

The reserve price below which the property shall not be sold is **Rs 9,00,000/-** (Rupees nine lakhs only) **.**The amounts by which the bidding are to be increased shall be **Rs 10,000/-** (Rupees ten thousand only). EMD of **Rs 90,000/-** (Rupees ninety thousand only) shall be deposited by **28.12.2026**, 15.00 hrs online through RTGS/NEFT/TRANSFER or by deposit of Pay Order/Demand Draft to the **Account No. 0572073000000214** in the name of **'Recovery Officer – DRT-I- Ernakulam- E-Auction'** held with **the South Indian Bank Ltd,** Panampally Nagar Branch, Ernakulam**. [IFS Code – SIBL0000572].** The date for submission of online bids is from **18.12.2026 to 28.12.2026 till 17.00 hrs.** The successful bidder shall have to pay 25% of the sale proceeds (including EMD) and requisite poundage fee, in the said account

immediately after declaration. The purchaser shall deposit the balance 75% of the bid amount on or before the 15th day from the date of sale of the property.

A SCHEDULE PROPERTY

All the part and parcel of 04.05 Ares in Re. Sy. No.73/4 part in Majibail Village, Manjeshwar Taluk, Kasaragod District owned by Avinash K. L. by virtue of Sale Deed No.1708/2017 dated 04.05.2017, Manjeshwar Sub Registry Office.

BOUNDARIES

East : Land of Deeraj Shetty
North : Land of Pradeep
West : Private Road
South : Land of Harish Shetty

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, the undersigned may be contacted either in person or over the phone, or Smt. Jilu Hanna Eapen, Chief Manager, The South Indian Bank Ltd, DRT Cell, 2nd Floor, SIB Building, Market Road, Ernakulam at Mobile No. 9946834187; e-mail – drtcell.ekm@sib.co.in or Shri Vishnu S, Manager, Kodibail Branch, Kasaragod-671322 at Mobile No. 9496372499 ;email Br0945@sib.co.in. For information about online submission of application and assistance during bidding, please contact Matex Net Private Limited over phone (Shri Sharavaen – Mobile No. 9500173312; e-mail : solutions@matexnet.com).

(Given under my hand and the seal of the Tribunal on this the 30th day of October 2026)

(Pratheep Roy K P)
Recovery Officer
Debts Recovery Tribunal-1