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GOVERNMENT OF INDIA

MINISTRY OF FINANCE
DEPARTMENT OF FINANCIAL SERVICES
DEBTS RECOVERY TRIBUNAL-(1) - KARNATAKA
IVth FLOOR, BSNL BUILDING, RAJ BHAVAN ROAD,
BENGALURU – 560 001. Phone no. (080) 2224432

RC No. 16/2021 in O.A.No. 1673/2018

Between:

Karnatka Grameena Bank

.....Certified Creditor

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Shri.G.K.Kambanna @ Kambaiah &others

.....Certified Debtor

To

Shri Sandeep E., Branch Manager,

Tarikere Branch,

Chikamangalur District.

Karnataka State.

Sub: Issue of Authorisation letter for service of Sales Proclamation Form 22- reg.

In exercise of powers conferred under Section 29 of the Recovery of Debts & Bankruptcy Act, 1993 read with Section 13 of Second Schedule to Income Tax Act, 1961, you are hereby authorized to serve the Sale Proclamation to the parties concerned in terms of Section 54(1) of the Second schedule of Income tax Act, 1961, by by beat of drum or other customary mode, and by post to the defaulters and a copy of the proclamation shall be affixed on a conspicuous part of the property and shall also be published in the Official Gazette or in two widely circulated newspapers (English and vernacular).

The postal receipts and Panchanama along with photos thereof may be submitted to the undersigned on or before 27.01.2026.

If the certificate debtors obstruct/resist the execution of this authorization and if you require assistance in your performance you are authorized to seek assistance by police under Rule 19 of Second Schedule to Income Tax Act, 1961.

Given under my hand and seal of this Tribunal on this 19th December 2025

(P.H. HEMANTH KUMAR, IRS)
RECOVERY OFFICER-II





GOVERNMENT OF INDIA

MINISTRY OF FINANCE DEPARTMENT OF FINANCIAL SERVICES DEBTS RECOVERY TRIBUNAL – I (KARNATAKA) 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)

R.C No 16/2021 in OA NO. 1673/2018

Between:

KARNATAKA GRAMEENA BANK (Erstwhile Karnataka Gramin Bank), Tarikere Branch, Chikkamagalur District

Certificate holder

Vs

Sri.G.K.Kambanna @ Kambaiah & Others

Certificate Debtors

To.

Certificate Debtors:

- 1) Sri.G.K.Kambanna @ Kambaiah (CD-1) S/o Sri Kambanna, Geramarade Village Tarikere Taluk, Chikkamagaluru District – 577 228
- 2) Sri.G.K.Somanna (CD-2) S/o Sri Kambanna @ Kambaiah, Geramarade Village Tarikere Taluk, Chikkamagaluru District – 577 228

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- 3) Sri.G.K.Shivashankar(CD-3)
 S/o Sri Kambanna @ Kambaiah, Geramarade Village
 Tarikere Taluk, Chikkamagaluru District 577 228
- 4) Smt.G.K.Kavya(CD-4)
 D/o Sri Kambanna @ Kambaiah, Geramarade Village
 Tarikere Taluk, Chikkamagaluru District 577 228
- 5) Smt.G.K.Triveni(**CD-5**)
 D/o Sri Kambanna @ Kambaiah, Geramarade Village
 Tarikere Taluk, Chikkamagaluru District 577 228
- 6) Smt.G.K.Sujatha(**CD-6**)
 D/o Sri Kambanna @ Kambaiah, Geramarade Village
 Tarikere Taluk, Chikkamagaluru District 577 228

Whereas a Recovery Certificate No.16/2021 was issued by the Hon'ble Presiding Officer, Debts Recovery Tribunal, Bengaluru under section 19(22) of the Recovery of Debts and Bankruptcy Act, 1993 as amended, in OA No. 1673/2018 between Karnataka Grameena Bank vs SRI.G.K.Kambanna, which was forwarded to the undersigned authority for execution.

- Whereas the undersigned authority initiated execution proceedings in RC No 16 of 2021 for recovery of Rs.14,62,062/- (Rupees Fourteen lakhs sixty two Thousand and sixty two rupees only) along with costs, expenses and future interest @ 14.25% p.a., as stated in the Recovery Certificate from the CDs, from the date of filing of O A, i.e., 08.11.2018, till the date of final realization.
- 3. Whereas dues payable by Certificate Debtors as on 30.11.2025 is Rs.30,62,222/- (Rupees Thirty lakes sixty two thousand two hundred and twenty two only) excluding costs and interest, expenses incurred/to be incurred in the recovery proceeding with further interest payable as per RC till realization.
- 4. Whereas the undersigned authority ordered for sale of schedule attached property of certificate debtor/s mentioned hereunder in satisfaction of the 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 hereunder:

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1	Reserve Price	Rs.70,00,000/-
		(Rupees Seventy lakhs only)
2	Earnest Money	Rs.7,00,000/-
	Deposit & Date	(Rupees Seven Lakhs only)
	with time	on or before ou (03)24, by 3PM
3	Bid increase	Rs.1,00,000/-
	amount	(Rupees One Lakh only)
4	Date, Time of	06/03/24
	auction*	11.30 Am - 12.30 FM

^{*}Time of auction with an auto extension clause of 5 minutes 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 100,000/- (Rupees one 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. For the sale, the public are invited to participate in "online e-auction" through the service provider M/s.4Closure, BankAuctions.IN, 605A, Maithri Vanam, Ameerpet, Hyderabad 500038. The intending participants/bidders are advised to contact the service provider at, Email info@bankauctions.in 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 the e-auction etc., (Contact No. Mr.Varun +91-8142000809 E.mail id: info@bankauctions.in, for submission of bid forms and for participating in the e-auction.
- 6. intending participants shall deposit the EMD amount RTGS/NEFT/Fund transfer to the Current Account No. 50200116354145 held in the name of the Recovery Officer-II, Debt Recovery Tribunal-I with HDFC Bank, having IFSC code No. HDFC0001472, and submit the bid forms online with requisite details viz., proof of deposit of EMD, Aadhar Card, PAN Card, Address & of bid form, duly filled and signed, along with self-attested copies of above documents shall also be submitted by hand delivery/registered/speed post/courier to the undersigned so as to reach on or before stipulated time and date mentioned above. The EMD received/deposited and uploading of bid forms in e-auction service provider portal after date and time stipulated above, 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.
- 7. The EMD paid shall be adjusted towards the bid amount, in the case of successful bidders. The unsuccessful bidder's shall take return of the EMD directly from the above Bank after receipt of such report from e-auction service provider/bank/financial institution on closure of the e-auction sale proceedings.

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- 8. Prospective bidder/s is/are required to register themselves with the portal and obtain user ID/password well in advance, which is mandatory for bidding in above e-auction through the e-auction service provider.
- 9. The intending bidder/participates are advised to contact Shri Sandeep. E Branch Manager, Karnataka Grameena Bank (Tarikere Branch) (Mobile No: 9480048307: br2298@kgbk.in for ascertaining the details of the property and also for inspection of the property. help, procedure and on e-Auction prospective bidders (Mobile No.9579575790; arm@kgbk.in before date of auction sale, for detail terms and conditions, queries, knowing about pending litigation/s, guidance, inspection of schedule property, perusal of copies of title deeds and latest encumbrances certificates to exercise due diligence and satisfy themselves about the title of property which is/are under auction sale., Karnataka Grameena Bank (Tarikere Branch) will hand over the property and related title deed documents, if any to the successful bidder in whose favour the sale will be confirmed by the undersigned.
- 10. 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.
- 11. 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 remainder. The sale also be stopped if, before any lot is knocked down, the arrears mentioned in the said certificate, interest 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.
- 12. 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 further to the following conditions.
- 13. 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 authority to decline acceptance of the highest bid when the price offered appears as clearly inadequate as to make it in advisable to 30 so.



- 14. 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 account number mentioned at para 6 above, on 07/e3/26 3 PM. If, the next day falls on Sunday or holiday, then on next first office working day the above purchase amount to be deposited, failing which the earnest money (EMD) shall be forfeited.
- 15. Further, the successful/Highest bidder shall deposit the balance 75% of the bid amount through RTGS/NEFT/Fund transfer mentioned in para 6 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-II, DRT-I, Bengaluru through online i.e., www.bharatkosh.gov.in by selecting the following;

Ministry of Finance- Department of Financial Services-Functional Head-Service Fees-POA CODE 006701, PAO, DFS, Nagpur and DDO code 206857, SO/DRT I, Bengaluru

- 16. 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, if any, if the undersigned thinks fit, be forfeited to the Union 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.
- 17. 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 property attached 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, 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, encumbrances, inspection of the schedule property and also pending litigation/s etc., if any

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

19. The sale will be of the property of the above named CD/s as mentioned here under:

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SCHEDULE PROPERTY (Mortgaged by Sri G.K.Kambanna)

All that piece of the Land and parcel bearing Sy.No.93/B (old) 93/1 (new) measuring 2 Acres situated at Geramaradi Village, Kasaba Hobli, Tarikere Taluk, Chikamagalur District and bounded on

East by: Land of Defendants

West by: Land of Defendants

North by: Land of Defendants

South by: Lake

Given under my hand and seal of this tribunal on ... ! 9 ! ! 2025.

(P H HEMANTH KUMAR, IRS) RECOVERY OFFICER-II DRT-1, BENGALURU

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Encl: Annexure-A (Terms & conditions)

Copy to:

1. Karnataka Grameena Bank (Tarikere Branch) represented by Branch Manager, Shri Sandeep.E.

2. The Gram Panchayat Office, Dornalu Village, Tarikere Taluk, Kasaba Hobli, Chikkamagaluru District

3. M/s.4Closure, BankAuctions.IN.

4. The Sub-Registrar, Tarikere Taluk, Chikkamagaluru District

5. Notice board, DRT-I, Bengaluru/DRT website.





GOVERNMENT OF INDIA MINISTRY OF FINANCE DEPARTMENT OF FINANCIAL SERVICES DEBTS RECOVERY TRIBUNAL – II (KARNATAKA) TELEPHONE HOUSE, RAJBHAVAN ROAD BENGALURU – 560001

RC. NO. 16/2021 of O.A. NO. 1673/2018

Between

KARNATAKA GARMEENA BANK, (Erstwhile Karnataka Gramin Bank) TARIKERE BRANCH, CHIKKAMAGAALURU

CERTIFICATE HOLDER

AND

SRI.G.K.KAMBANNA @ KAMBAIAH & OTHERS

CERTIFICATE DEBTOR

Detailed Terms and conditions for online e-Auction Sale

- 1. 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.
- 2. Auction/bidding shall be only through "Online electronic mode" on the website of the service provider, as mentioned in E-Auction proclamation of sale notice.
- 3. Details of last date and time for submission of EMD etc are stated in the sale notice/tender document.
- 4. The bid form, declaration with KYC document/s shall be accompanied by the EMD as specified in the proclamation of sale notice/tender document.
- 5. 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.
- 6. 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.

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- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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, If any, over the property. All bidders shall be deemed to have read and understood the terms and conditions of sale and be bound by them.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.

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- 18. 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.
- 19. The successful bidder shall bear the charges payable for conveyance, Registration fee, stamp duty etc. as applicable.
- 20. The sale attracts stamp duty, registration charges etc. as per relevant laws to be borne by the successful bidder.
- 21. 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.
- 22. Sale confirmation/sale certificate shall be collected in person or through an authorized person.
- 23. EMD of unsuccessful bidders will be received by such bidders from the Bank to 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-1, Bengaluru or the CH Bank.
- 24. 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.
- 25. 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.
- 26. All expenses and incidental charges thereto shall be borne by the auction purchaser.
- 27. 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.
- 28. 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.
- 29. Bidder/s are advised to change the password immediately on receipt of the same from the eauction service provider.
- 30. 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.
- 31. 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.



- 32. 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.
- 33. 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.
- 34. 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-1, Bengaluru and also notified on the website of the e-auction service provider.
- 35. 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.

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

Given under my hand and seal of this tribunal on ... 19 1127 2025.

(PH HEMANTH KUMAR, IRS) RECOVERY OFFICER-II

