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 (Not mandatory) 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 five minutes of closing time, the time of auction sale will get automatically extended by another five minutes and subsequently. If no further bid higher than the last quoted highest bid is received within the said extended five minutes, the auction sale will automatically closed at the expiry of the extended five minutes

6. **Training:** The e-Auction 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.

10. 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.

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) **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.

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 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.

Contd.p-2
Conditions of sale:

1. Intending bidders must hold a valid digital signature certificate.

2. Bidders are advised to go through the websites https://drt.auctiontiger.net & http://tenders.gov.in for auction bid form and detailed terms and conditions of sale before submitting their bids.

3. Bids should be submitted only online in the prescribed form along with a copy of identity document as an attachment to the bid form (refer detailed terms and conditions).

4. Separate bids should be submitted for each item of property.

5. The Earnest Money Deposit (EMD) must be remitted in the name of “Recovery Officer, DRT, Cuttack- R. P. No. 50/2014/CTC” through Pay Order/Demand Draft/RTGS/NEFT/Money Transfer to the Bank A/c. No.: 10861705473. IFSC Code: SBIN000059, State Bank of India, Cuttack Main Branch, Cuttack and the remittance details must be clearly indicated in the bid form. RTGS/NEFT transaction fee will be borne by the intending bidders.

6. **Bids should be submitted online in the email Id: ro2drtctak-dfs@nic.in or by hand on or before 17.00 hrs on 22.01.2020 consisting of following documents:**
   (a). Declaration duly filled in (b). Online e-Auction Bid Form duly filled in (c). Proof of deposit of Caution Amount (d) One Photograph (e) Address Proof (f) Residential Proof & (g) Copy of Pan Card.

7. A copy of the bid form along with its enclosure submitted on line should be sent to Recovery Officer, DRT, Cuttack online/manual so as to reach before **5.00 P. M. on 22.01.2020**, the closing date for bids. The cover should be super-cribed with Recovery Proceeding No. and year.

8. On line bidding will commence from the highest bid quoted among the bids and the minimum increase for each bid will be only for Rs. 50,000/- (Rupees Fifty Thousand only) or more for the said schedule of property.

9. EMD amounts of unsuccessful bidders will be returned by online/by post. Bidders are requested to mention the details of bank account, IFS Code etc. for online transfer of EMD. and no enquiry/complaint in this regard will be entertained.

10. Successful bidder shall remit 25% of the bid amount (less EMD) on the same day, if the sale is knocked down in his/her favour, through RTGS/NEFT/Money Transfer to the Bank A/c at Sl.No.5 before **16.00 hrs.**

11. Successful bidder shall remit balance 75% of sale amount along with poundage @ 1% of sale amount plus Rs. 200/- within 15 days of auction, unless extended, to the above A/c. at Sl.No.5.

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 favour 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. Property is sold “As is and Where is and No complaint basis”

14. Property can be inspected up to **22.01.2020** between 11.00 hrs and 17.00 hrs, as per the following terms and conditions:
   (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).

*Contd.p-3*
15. Property will not be sold below the reserve price.

16. **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 return of deposit either in part or full/cancellation of sale will be entertained.

   (f) The Stamp Duty, Registration Charges, etc. as per relevant laws, if any, shall be borne by the auction purchaser.

17. Recovery officer has the absolute right to accept or reject a bid or postpone/cancel the sale without assigning any reason.

18. 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 and Encumbrances etc.,

19. Details regarding e-auctioning shall be obtained from M/s e-Procurement Technologies Limited (abc Procure), Regd. Office:B-704-705, Wall Street – II, Opp. Orient Club, Near Gujrat College, Ellis Bridge, Ahmedabad – 380 006 (Gujrat (India), Ph No.: 07940016823/49/81/16/357983/85/91, 079-40230821/823/824, Contact person: Mr. Vivek Kachriya, Contact No.07961200548, Mr. Rakesh Nayak , Contact No.8270955254 .

20. Further property details if any required shall be obtained from Mr. Chinmaya Ranjan Gartia, Branch Manager-in-Charge, UCO Bank, Asstt. Management Branch, UCO Bank Building, 2nd Floor, C-2, Ashok Nagar, Bhubaneswar-751009, Mobile No.9861435898, E-mail Id: ambbhu@ucobank.co.in.

   Given under my hand & seal at Cuttack on this 26th day of November , 2019.

   (R.P. Patnaik )
   Recovery Officer
FORM NO. ITCP-13

COURT OF THE RECOVERY OFFICER
DEBTS RECOVERY TRIBUNAL
C-71, Sector-7, CDA, CUTTACK-14, ORISSA

PROCLAMATION OF SALE
(See Sections 25 to 29 of the Recovery of Debts due to Banks and Financial Institutions Act, 1993 r/w Rule 38, 52(2) of the second schedule of the Income Tax Act 1961)

R. P. No. 50/2014/CTC
(Arising out of OA No.89 of 2010)

UCO Bank, Surya Nagar Branch, Bhubaneswar, Dist: Khurda Certificate Holder Bank

Vs.

Manoj Trading Company &Ors. Certificate Debtor

WHEREAS in execution of Recovery Certificate No. OA No. 89 of 2010, dt. 09.4.2014 issued by the Hon’ble Presiding Officer, Debts Recovery Tribunal, Cuttack u/s 19 (22) of the Recovery of Debts due to Banks and Financial Institutions Act, 1993 for recovery of a sum of Rs.21,67,172.00 (Rupees Twenty One Lakhs Sixty Seven Thousand One Hundred Seventy Two Only) from M/s. Manoj Trading Company & Ors. alongwith interest and cost as per the Recovery Certificate.

AND whereas the undersigned has ordered the sale of attached property mentioned in the annexed schedule in satisfaction of the said certificate.

And whereas on the 24th day of January, 2020, (the date fixed for sale) there will be due there under a sum of Rs.34,58,668=00 (Rupees Thirty Four Lakhs Fifty Eight Thousand Six Hundred Sixty Eight Only) with with P&FI interest @ 11% per annum with monthly rests w.e.f. 19.11.2019 till realization of the decretal dues with quarterly rests.

Notice is hereby given that, in the absence of any order of postponement, the above said properties shall be sold by the Recovery Officer/ designated officer by E-Auction Between 12.00 Noon to 1.00 P.M on 24.01.2020 with extension clause of 5 (Five) minutes duration, if required.

The sale will be of the property of the debtors above named as mentioned in the schedule annexed and the liabilities and claims attaching the said properties, so far as they have been ascertained, are those specified in the schedule against each lot.

The property will be put up for sale as specified in the schedule on “as is where is basis”. If the amount to be realised by sale is satisfied by the sale of a portion of the property, the sale shall be immediately stopped with respect to the reminder. The sale will also be stopped if, before the same is knocked down, the arrears mentioned in the said certificate along with the interest and 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 including interest and cost has been paid to the undersigned.

At the sale, public generally are invited to bid either personally or by duly authorised representative. The offer for sale can also be sent directly to the Recovery Officer in a sealed cover at the above-mentioned address. 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 in the interest in the property sold.

The sale shall be subject to the conditions prescribed in the Second Schedule of the Income Tax Act 1961 as referred to in Section 29 of the Recovery of Debts due to Banks and Financial Institutions Act, 1993 and the rules made there under and to the following further conditions:

(i) The particulars specified in the schedule have been stated to the best of the information of the undersigned, but the undersigned shall not be answerable for any error, misstatement or omissions in the proclamation.

(ii) The officer conducting the sale shall determine the amount by which the biddings are to be increased. In the event of any dispute arising as to the amount bid, or as to the bidder, the lot shall at once be again put up for auction.
The highest bidder shall be declared to be the purchaser of any lot provided always that he 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 to be clearly inadequate as to make it inadvisable to do so.

For reasons recorded, it shall be in the discretion of the officer conducting the sale to adjourn it subject to the provisions of the Second Schedule to the Income Tax Act 1961 as referred to in Section 29 of Recovery of Debts due to Banks and Financial Institutions Act, 1993.

In the case of movable property, the price of each lot shall be paid at the time of sale or as soon after as the Officer holding the sale directs, and in defaults of payment, the property shall forth with be again put up and resold.

In the case of immovable property, the person declared to be the purchaser shall pay immediately after such declaration, a deposit of 25% of the amount of his purchase money to the officer conducting the sale and, in default of such deposit the property shall forthwith be put up again and resold. The full amount of the purchase money payable should be paid by the purchaser to the undersigned on or before the 15th day from the date of the sale of the property, exclusive of such day or if the 15th day, be a Sunday or holiday, then on the first office day after 15th day. In default of payment within the period mentioned, the property shall be resold, after issue of a fresh proclamation of sale. The deposit, after defraying the expenses of the sale, may, if the undersigned thinks fit 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 reserve price below which the property shall not be sold is as follows:

<table>
<thead>
<tr>
<th>Specification of property</th>
<th>Reserve Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dist.: Khurda, SRO/P.S: Khandagiri, Tahasil: Bhubaneswar, Mouza : Jagannath Prasad, Khata No.93, Plot No.223, Area: Ac.1.000 Dec. Bounded By :North: Plot No.198, South: Plot No.222 , East : Plot No.1363, West: Plot No.1497.Kisam: Sarada Tini (Agriculture land )</td>
<td>Rs. 54,88,560=00 (Rupees Fifty four lakhs eighty eight thousand five hundred sixty only )</td>
</tr>
</tbody>
</table>

Given under my hand & seal at Cuttack on this 26th day of November, 2019.

(R.P. Patnaik )
Recovery Officer
By Regd. Post with A.D

COURT OF THE RECOVERY OFFICER
DEBTS RECOVERY TRIBUNAL, CUTTACK
C-71, Sector-7, CDA, CUTTACK-14, ORISSA

R. P. No. 50/2014/CTC
(Arising out of OA No.89 of 2010)

UCO Bank, Surya Nagar Branch, Bhubaneswar, Dist: Khurda
Vs.
Manoj Trading Company &Ors.
Certificate Debtor

To,
The Branch Manager,
UCO Bank, Surya Nagar Branch, Bhubaneswar, Dist: Khurda.

By virtue of power conferred under Section 25 to 28 of Recovery of Debts due to Banks & Financial Institutions Act, 1993, the following immovable property(s) of the Certificate Debtor(s) in the above mentioned Recovery Proceeding is hereby ordered to be sold in the Public Auction to be held on 24.01.2020. The proclamation of sale will be executed on or before 18.12.2019. Shri Gobinda Chandra Dash, Advocate Commissioner in nominated to execute the order of Proclamation of Sale.

Schedule of Properties:

The Certificate Holder Bank is directed to comply the following orders:

1. The Certificate Holder Bank will pay Rs.2,500.00 (Rupees Two thousand five hundred only) to Shri Gobinda Chandra Dash, Advocate Commissioner towards execution fee. No other incidental expenses in execution will be paid.

2. The Branch Manager of the Certificate Holder Bank is directed to provide all assistance required for the execution of the order of Proclamation of sale.

3. The Branch Manager of the Certificate Holder Bank will identify the exact property at the time of execution of Proclamation of sale.

4. The Certificate Holder Bank should arrange the administrative help i.e. the police administration, if required, to carry out the execution of Proclamation of sale.

5. The Property Auction Notice shall be published atleast 30 days before the date of auction in the Newspaper having wide circulation and the initial cost of paper publication shall be borne by the Certificate Holder Bank.

6. The Branch Manager of the Certificate Holder Bank is directed to ensure that all the auction documents should be uploaded in the website of the service provider for conducting e- auction atleast 30 days before the date of auction.

7. The Branch Manager of the Certificate Holder Bank is directed to remain present in this Tribunal on the date of auction.

Given under my hand & seal at Cuttack on this the 26th day of November, 2019.

(R.P. Patnaik )
Recovery Officer

Copy to: Shri Gobinda Chandra Dash, Advocate Commissioner (Mobile No.9437312903) with a direction to execute the order of Proclamation of Sale on or before 18.12.2019 and to file the report by 20.12.2019.
R. P. No. 50/2014/CTC
(Arising out of OA No.89 of 2010)

UCO Bank, Surya Nagar Branch, Bhubaneswar, Dist: Khurda

Vs.

Manoj Trading Company & Ors.

To,

Dy.Commissioner of Police,

Bhubaneswar,

Commissionerate of Police,

Bhubaneswar

Sub: Police Assistance in smooth Execution of Proclamation of Sale Order of immovable properties of the defaulters.

Sir,

Shri Gobinda Chandra Dash, Advocate Commissioner of this Tribunal has been deputed to execute the order of Proclamation of Sale in the above mentioned Recovery Proceedings at Dist.: Khurda, SRO/P.S: Khandagiri, Tahasil: Bhubaneswar, Mouza : Jagannath Prasad on or before 18.12.2019.

You are directed to provide necessary police assistance in smooth Execution of Proclamation of Sale Order of immovable Properties in the above Recovery Proceeding.

Yours faithfully,

(R.P. Patnaik)

Recovery Officer

Copy to:
1. The Officer–in-Charge , Khandagiri Police Station, Dist. Khurda for information and necessary action.

2. The Branch manager, UCO Bank, Surya Nagar Branch, Bhubaneswar, Dist: Khurda for liaisioning with the police authority.
PROPERTY AUCTION NOTICE

R. P. No. 50/2014/CTC

(Arising out of OA No.89 of 2010)

UCO Bank, Surya Nagar Branch, Bhubaneswar, Dist: Khurda                  Certificate Holder Bank

Vs.

Manoj Trading Company & Ors.                                                                  Certificate Debtor

Offers are invited from intending bidders for purchase by online e-auction of the under mentioned properties on the date and time mentioned below for recovery of dues payable to banks as per the following details on “AS IS WHERE IS BASIS” in sealed cover/online alongwith the Earnest Money Deposit by the undersigned, on or before 5.00 P. M. on 24.01.2020.

DESCRIPTION OF PROPERTIES

<table>
<thead>
<tr>
<th>Specification of property</th>
<th>Reserve Price</th>
<th>Earnest Money Deposit</th>
<th>Date &amp; Time of submission of Initial Bid alongwith Earnest Money Deposit</th>
<th>1) Date &amp; Time of online Bidding</th>
<th>2) Bid Increment Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule of Properties:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dist.: Khurda, SRO/P.S: Khandagiri, Tahasil: Bhubaneswar, Mouza : Jagannath Prasad, Khata No.93, Plot No.223, Area: A.c.1.000 Dec. Bounded By : North: Plot No.198. South: Plot No.222 , East : Plot No.1363, West: Plot No.1497.Kisam: Sarada Tini (Agriculture land ).</td>
<td>Rs.54,88,560.00 (Rupees Fifty four lakhs eighty eight thousand five hundred sixty only )</td>
<td>Rs.2,74,428.00 (Rupees Two lakhs seventy four thousand four hundred twenty eight only)</td>
<td>Upto 5.00 P.M. on 22.01.2020</td>
<td>1) Between 12.00 Noon to 1.00 P.M on 24.01.2020 with extension clause of 5 (Five) minutes duration, if required.</td>
<td>2) Rs.50,000/- (Rupees Fifty thousand only)</td>
</tr>
</tbody>
</table>

The said immovable properties will be sold by the Recovery Officer/Designated Officer on the terms and conditions of sale, a copy whereof is available in https://drt.auctiontiger.net & https://tenders.gov.in or from the Branch Manager, UCO Bank, Surya Nagar Branch, Bhubaneswar on any day during working hours upto 22.01.2020. Intending bidders are required to deposit Earnest Money alongwith the offer by way of pay order/ demand draft payable at CUTTACK and favouring THE RECOVERY OFFICER, Debts Recovery Tribunal, Cuttack or through RTGS/NEFT Transfer in favour of “The Recovery Officer, DRT, Cuttack – RP No. 50/2014/CTC” to the credit of A/c No. 10861705473, State Bank of India, Cuttack Main Branch, Branch Code: 00059, IFSC Code: SBIN0000059. The properties are open for inspection by the intending purchasers on their own expense on any working day between 10.00 A.M to 5.00 P.M upto 22.01.2020.

Bids should be submitted online in the email Id: ro2drtctak-dfs@nic.in or by hand on or before 17.00 hrs on 22.01.2020 consisting of following documents:

(a). Declaration duly filled in (b). Online E-Auction Bid Form duly filled in (c). Proof of deposit of Caution Amount (d) One Photograph (e) Address Proof (f) Residential Proof & (g) Copy of Pan Card.

THE OFFER BELOW THE RESERVE PRICE AND WITHOUT EARNEST MONEY DEPOSIT WILL SUMMARILY BE REJECTED. BIDDERS ARE ALSO REQUESTED TO DOWNLOAD PHOTO IDENTITY, ADDRESS PROOF AND ONE PHOTOGRAPH.

Given under my hand & seal at Cuttack on this the 26th day of November,2019.

(R.P. Patnaik )

Recovery Officer
COURT OF THE RECOVERY OFFICER
DEBTS RECOVERY TRIBUNAL, CUTTACK
C-71, Sector-7, CDA, CUTTACK- 753 014, ORISSA

R. P. No. 50/2014/CTC
(Arising out of OA No.89 of 2010)

UCO Bank, Surya Nagar Branch, Bhubaneswar, Dist: Khurda                  Certificate Holder Bank
Rs. Manoj Trading Company & Ors.                  Certificate Debtor

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. Phone/Cell Number and 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. Property Item No. : 
9. Whether EMD remitted : Yes/No.
10. EMD remittance details* : 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)

*mandatory. Bidders are advised to preserve the EMD remittance challan.
DECLARATION

Date:

To:

The Recovery Officer,
Debts Recovery Tribunal, Cuttack,
C/71, Sector – 7, CDA, Cuttack – 753 014

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 Terms 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……………………………………...
NOTICE FOR SETTLING A SALE PROCLAMATION

(See Rule 53 of the Second Schedule as referred to in section 29 of Recovery of Debts due to Banks and Financial Institutions Act, 1993)

UCO Bank, Surya Nagar Branch, At/Po:Suryanagar, Bhubaneswar.

Certificate Holder Bank

Vs.

Manoj Trading Company & Ors.

Certificate Debtors

To,

1. Manoj Trading Company, 109, Station Square, Bhubaneswar-3, Dist: Khurda (Represented by its Managing Partner, Shri Manoj Bajoria).
2. Shri Manoj Bajoria, S/o: Shri Raj Kishore Bajoria, 57, Budheswari Colony, Bhubaneswar-6, Dist: Khurda.

WHEREAS in execution of Recovery Certificate No. OA No. 89 of 2010, dt. 09.04.2014 issued by the Hon’ble Presiding Officer, Debts Recovery Tribunal, Cuttack u/s 19(22) of the Recovery of Debts due to Banks and Financial Institutions Act, 1993, the undersigned has ordered the sale of the under mentioned immovable properties:

Schedule of Properties:


You are hereby informed that the (date) 23.8.2019 has been fixed for drawing up the proclamation of sale and settling the term thereof. You are hereby informed to bring to the notice of the undersigned any encumbrances, charges, claims of liabilities of the said properties or any portion thereof.

Given under my hand and seal at Cuttack on this 5th day of July, 2019.

(R.P. Pattnaik)
Recovery Officer

By Regd Post with AD
NOTICE FOR SETTLING A SALE PROCLAMATION
(See Rule 53 of the Second Schedule as referred to in section 29 of Recovery of Debts due to Banks and Financial Institutions Act, 1993)

UCO Bank, Surya Nagar Branch, At/Po:Suryanagar, Bhubaneswar. Certificate Holder Bank

Vs.
Manoj Trading Company & Ors. Certificate Debtors

To,
4. Manoj Trading Company, 109, Station Square, Bhubaneswar-3, Dist: Khurda (Represented by its Managing Partner, Shri Manoj Bajoria).
5. Shri Manoj Bajoria, S/o: Shri Raj Kishore Bajoria, 57, Budheswari Colony, Bhubaneswar-6, Dist: Khurda.

WHEREAS in execution of Recovery Certificate No. OA No. 89 of 2010, dt. 09.04.2014 issued by the Hon’ble Presiding Officer, Debts Recovery Tribunal, Cuttack u/s 19(22) of the Recovery of Debts due to Banks and Financial Institutions Act, 1993, the undersigned has ordered the sale of the under mentioned immovable properties:

Schedule of Properties:

You are hereby informed that the (date) 11.01.2019 has been fixed for drawing up the proclamation of sale and settling the term thereof. You are hereby informed to bring to the notice of the undersigned any encumbrances, charges, claims of liabilities of the said properties or any portion thereof.

Given under my hand and seal at Cuttack on this 1st day of December, 2018.

(R.P. Pattnaik)
Recovery Officer

COURT OF THE RECOVERY OFFICER
DEBTS RECOVERY TRIBUNAL, CUTTACK
GOVT. OF INDIA, MINISTRY OF FINANCE, DEPTT. OF FINANCIAL SERVICES.
Plot No. C/71, Sector - 7, CDA, Cuttack-753014
R. P. No. 50/2014/CTC
(Arising out of OA No.89 of 2010)

UCO Bank, Surya Nagar Branch, At/Po:Suryanagar, Bhubaneswar, Dist: Khurda. Certificate Holder Bank

Vs.
Manoj Trading Company & Ors. Certificate Debtors
To,
Dy.Commissioner of Police,
Bhubaneswar,
Commissionerate of Police,
Bhubaneswar

Sub: Police Assistance in smooth Execution of Attachment Order of
 Immovable Properties in the Recovery Proceeding.

Sir,

Shri Shri Maitrijee Mohanty, Advocate, nominated as Advocate Commissioner, has
been deputed to execute the order of attachment of immovable properties at Mouza: Dist.: Khurda,
SRO: Khandagiri, Tahasil: Bhubaneswar,P.S.: Khandagiri, Mouza : Jagannath Prasad on or before
23.07.2015 in the above mentioned Recovery Proceedings.

This is for information.

Thanking You.

Yours faithfully,

(A.Pujari )
Recovery Officer

Copy to: 1. The Officer in Charge of Khandagiri Police Station,Bhubaneswar for information and
necessary action.
2. The Branch Manager, State Bank of India, Srirampur Branch, At/Po: Uitikira, Via:Basta,
Dist:Balasore, for liaisioning with police authorities.
COURT OF THE RECOVERY OFFICER
DEBTS RECOVERY TRIBUNAL, CUTTACK
GOVT. OF INDIA, MINISTRY OF FINANCE, DEPTT. OF FINANCIAL SERVICES
Plot No. C -71, Sector – 7, CDA, Cuttack – 14

R. P. No. 50/2014/CTC
(Arising out of OA No.89 of 2010)

UCO Bank, Surya Nagar Branch, At/Po:Suryanagar, Bhubaneswar, Dist:Khurda.
Certificate Holder Bank

Vs.
Manoj Trading Company &Ors.
Certificate Debtor

By virtue of power conferred under Section 25 to 28 of Recovery of Debts due to Banks & Financial Institutions Act, 1993, the following immovable property(s) of the Certificate Debtor(s) in the above mentioned Recovery Proceeding is hereby ordered to be attached. Shri Maitrijeet Mohanty, Advocate, nominated as Advocate Commissioner will execute the order of attachment at: Dist.: Khurda, SRO: Khandagiri, Tahasil: Bhubaneswar, P.S.: Khandagiri, Mouza: Jagannath Prasad, on or before 23.07.2015.

Schedule of Properties:

The Certificate Holder Bank is directed to comply the following orders:
1. The Certificate Holder Bank will pay Rs.2,500/- (Rupees Two Thousand Five Hundred) only to Shri Maitrijeet Mohanty, Advocate Commissioner, towards execution fee.
2. The Branch Manager/Head of the Certificate Holder Bank is directed to provide all assistance required for the execution of attachment.
3. The Branch Manager/Head of the Certificate Holder Bank will identify the exact property at the time of execution of attachment and to produce Revenue Records and Revenue Map to the Advocate Commissioner.
4. The Certificate Holder Bank should arrange the administrative help i.e. the police administration, if required, to carry out the attachment order.

Given under my hand & seal at Cuttack on this the 12th day of December, 2014.

(A. Pujari )
Recovery Officer

Copy to: Shri Maitrijeet Mohanty, Advocate,( M-94372-28467) Cuttack with a direction to execute the order of attachment and to file the report on Affidavit with Physical Identification by the Branch Manager with property details and Photographs duly signed by the Bank Official before 23.07.2015.
R. P. No. 50/2014/CTC
(Arising out of OA No.89 of 2010)

UCO Bank, Surya Nagar Branch, At/Po:Suryanagar, Bhubaneswar, Dist:Khurda.
Certificate Holder Bank

Vs.
Manoj Trading Company &Ors. Certificate Debtors

NOTICE FOR ATTACHMENT OF IMMOVABLE PROPERTY
(See Rule 48 of the Second Schedule as referred to in section 29 of Recovery of Debts due to Banks and Financial Institutions Act, 1993)

To,

7. Manoj Trading Company,109,Station Square,Bhubaneswar-3 Dist:Khurda(Represented by its Managing Partner,Shri Manoj Bajoria).
8. Shri Manoj Bajoria,S/o:Shri Raj Kishore Bajoria, 57, Budheswari Colony, Bhubaneswar-6, Dist:Khurda..

WHEREAS you Manoj Trading Company,109,Station Square,Bhubaneswar-3 Dist:Khurda(Represented by its Managing Partner,Shri Manoj Bajoria and others have failed to pay the sum of Amount of Rs. 21,67,172.00 (Rupees Twenty One Lac Sixty Seven Thousand One Hundred Seventy Two Only) with P&FI interest @ 11% per annum w.e.f. from the date of filing till realization of the decreral dues. payable by you in respect of the demand notice issued by the undersigned as per certificate dt. 09.04.2014, arising out of OA No.89/2010 issued by the Presiding Officer, Debts Recovery Tribunal, Cuttack under sub section (22) of the Section 19 of the Recovery of Debts due to Banks and Financial Institutions Act, 1993.

It is ordered that the under mentioned mortgaged properties are attached and you the said, Manoj Trading Company,109,Station Square,Bhubaneswa-3,Dist:Khurda(Represented by its Managing Partner,Shri Manoj Bajoria and others be, and you are hereby prohibited and restrained until the further order of the undersigned from transferring or charging the under mentioned property in any way and that all persons be and that they are, hereby, prohibited from taking any benefit under such transfer of charge.

Schedule of Properties:


Given under my hand and seal at Cuttack this 12th day of December, 2014.

(A. Pujari)
Recovery Officer

Copy to: Sub Registrar, Khandagiri, for information and necessary action.

FORM NO. ITCP –1
COURT OF THE RECOVERY OFFICER
DEBTS RECOVERY TRIBUNAL
Plot No. C/71, Sector - 7, CDA, Cuttack-753014.

NOTICE OF DEMAND TO THE CERTIFICATE DEBTOR
(See Rule 2 of the Second Schedule as referred to in Section 29 of the Recovery of Debts due to Banks & Financial Institutions Act,

R. P. No. 50/2014/CTC
(Arising out of OA No.89 of 2010)

Next Date:10.07.14
UCO Bank, Surya Nagar Branch, At/Po:Suryanagar, Bhubaneswar, Dist:Khurda.
Certificate Holder Bank
Vs.
Manoj Trading Company &Ors.                     Certificate Debtor
To

1. Manoj Trading Company, 109, Station Square, Bhubaneswar-3, Dist: Khurda (Represented by its Managing Partner, Shri Manoj Bajoria).
2. Shri Manoj Bajoria, S/o: Shri Raj Kishore Bajoria, 57, Budheswari Colony, Bhubaneswar-6, Dist: Khurda.

Take notice that Certificate arising out of OA No. 89 of 2010 issued by the Hon’ble Presiding Officer, Debts Recovery Tribunal, Cuttack under Section 19 (22) of the Recovery of Debts due to Banks and Financial Institutions Act, 1993 and forwarded to the undersigned for recovery of Rs. 21,67,172.00 (Rupees Twenty One Lac Sixty Seven Thousand One Hundred Seventy Two Only) together with interest till realisation of the dues, cost, charges as per the certificate, the details of which are given below:

1. Decretal Dues : Rs. 21,67,172.00
2. Interest Statement has not been filed by the Certificate Holder Bank and the same will be charged later on after filing of the statement
3. Cost : Rs 24,000.00
4. Total Amount : Rs. 21,91,172.00

((Rupees Twenty One Lacs Ninety One Thousand One Hundred Seventy Two Only) with P&FI interest @ 11% per annum w.e.f. from the date of filing till realization of the decretal dues.

1. You are hereby directed to pay the above stated sum within 15 (Fifteen) days of the receipt of this notice, failing which the recovery shall be made in accordance with the provisions contained in Chapter V of the Recovery of Debts due to Banks & Financial Institutions Act, 1993.
2. In addition to the aforesaid amount you will also be liable for all future interest, costs, charges and expenses incurred in respect of the service of this notice and of warrants and other processes etc. and of all the other proceedings taken for realising of arrears.
3. You are hereby directed to appear in person or through legal representative before the undersigned on 10.07.2014 and report the details of payment made by you.

Given under my hand & seal at Cuttack on this 21st day of April, 2014.

(R.G. Pattnaik )
Recovery Officer

Copy to: The Branch Manager, UCO Bank, Surya Nagar Branch, At/Po: Suryanagar, Bhubaneswar, Dist: Khurda with a direction to comply the following

(a) To file the details of Schedule mortgaged property/personal property of the Certificate Debtors with upto date Encumbrance Certificate and Valuation Report, duly certified and accepted by the Certificate Holder Bank.

(b) Before execution of attachment order, Certificate Holder Bank should file the physical identification report of mortgaged property of Certificate Debtors, with its present status and boundaries on Affidavit.

© To file the interest calculation statement w.e.f. from the date of filing till realization of the dues.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Date of Order</th>
<th>Order with Signature of the Court</th>
<th>Office action taken with date</th>
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<tr>
<td>1.</td>
<td>21.04.14</td>
<td>UCO Bank, Surya Nagar Branch, At/Po:Suryanagar, Bhubaneswar, Dist:Khurda. Versus Certificate Debtor Manoj Trading Company &amp;Ors. Certificate Holder Bank</td>
<td>Received one certificate on 11.04.14 under Sec. 19 (22) of the Recovery of Debts due to Banks and Financial Institutions Act, 1993 issued by the Hon'ble Presiding Officer, Debts Recovery Tribunal, Cuttack arising out of OA No. 89 of 2010. The same is registered as R.P. No. 50/2014/CTC. The amount to be realized from the certificate debtors as per the Recovery Certificate is mentioned below:-</td>
</tr>
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</table>
1. Decretal Dues : Rs. 21,67,172.00
2. Cost of the suit : Rs. 24,000.00
3. P&Fl Interest @ 11%p.a from the date of filing till realization of the dues.

The Certificate Debtors in this case are as follows:
4. Manoj Trading Company, 109, Station Square, Bhubaneswar-3, Dist: Khurda (Represented by its Managing Partner, Shri Manoj Bajoria).
5. Shri Manoj Bajoria, S/o: Shri Raj Kishore Bajoria, 57, Budheswari Colony, Bhubaneswar-6, Dist: Khurda..

Issue demand notice in prescribed format to the aforesaid CDRs for appearance on 10.07.14 & for repayment of the above dues.

Further, the Certificate Holder Bank is directed to furnish the following:
(a) details on affidavit and to attend the Tribunal either in person or through Authorised Agent / power of Attorney / Advocate on the next date of hearing together to proceed further.
(b) The details of Schedule mortgaged property / personal property of the Certificate Debtors with upto date Encumbrance Certificate and Valuation Report.

© Before execution of attachment order, Certificate Holder Bank should file the identification of mortgaged property of Certificate Debtors.

Put up on 10.07.14

(R.G.Pattnaik)
RECOVERY OFFICER