

SALE PROCLAMATION
OFFICE OF THE RECOVERY OFFICER
IN THE DEBTS RECOVERY TRIBUNAL, JHARKHAND AT RANCHI

RECOVERY PROCEEDING No.86 of 2019
IN CASE NO. O.A. Case No.393 of 2016

PROCLAMATION OF SALE UNDER RULES 38, 52(2) OF SECOND
SCHEDULE TO THE INCOME TAX ACT, 1961 READ WITH THE
RECOVERY OF DEBTS DUE TO BANKS AND FINANCIAL INSTITUTIONS ACT 1993

Punjab National Bank (erstwhile Oriental Bank of Commerce), Dhanbad Branch, Dhanbad
Vs. M/s S. M. S Enterprises & Others

To,

1. M/s S. M. S. Enterprises, A proprietorship concern, having its office at Baramuri, P.O. B Polytechnic, District:- Dhanbad:- 828130
2. Shankar Dayal Singh, Proprietor of M/s S. M. S Enterprises, S/o Late Shiv Mangal Singh, R/o Baramuri, P.O. B Polytechnic, District:- Dhanbad:- 828130.
3. Namrata Singh, W/o Shankar Dayal Singh, R/o Baramuri, P.O. B Polytechnic, District:- Dhanbad:- 828130.
4. Din Dayal Singh, S/o Late Shiv Mangal Singh R/o Baramuri, P.O. B Polytechnic, District:- Dhanbad:- 828130.

1. Whereas you have failed to pay the sum of Rs.73,19,191.00 (Rupees Seventy three Lacs Nineteen Thousand One Hundred and Ninety One Only) payable by you in respect of Recovery Certificate in O.A. Case No.393 of 2016 issued by the Presiding Officer, Debts Recovery Tribunal, Ranchi along with the interest and costs payable, as per the certificate.

2. And whereas the undersigned has ordered the sale of the attached property mentioned in the Schedule below in satisfaction of the said certificate.

3. And whereas as on the 03.06.2026 there will be due there under a sum of Rs.73,19,191.00 (Rupees Seventy three Lacs Nineteen Thousand One Hundred and Ninety One Only) along with Pendente lite and future interest @10% per annum simple from 01.01.2014 till full and final realization of the claim besides cost of Rs.1,50,000/- (Rupees One Lacs Fifty Thousand Only), as per the certificate.

4. Notice is hereby given that, in the absence of any order of postponement, the said property shall be sold by e-auction and bidding shall take place through "Online Electronic Bidding" through the website <https://www.baanknet.com> of PSB Alliance Private Limited on 14.08.2026 between 11.00 AM to 12.00 Noon with extension of 5 minutes duration after 12 noon if required.

For further detail contact: Office of the Recovery Officer, Debts Recovery Tribunal, Ranchi contact No. 0651 – 2214021 and for property inspection contact Sri Vijeta Kumar, Chief Manager, Punjab National Bank, ARMB, Bokaro, Mob. No.7088177773.

4.1 The sale will be of the property of the certificate debtors above named 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.

4.2 The property will be put up for the 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 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.

4.3 No officer of other person, having any duty to perform in connection with 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 the Second Schedule of the Income tax Act, 1961 and the rules made there under and to the further following conditions.

4.4 The particulars specified in the annexed 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 omission in this proclamation



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5. (a) The reserve price below which the property shall not be sold is as per details

Details of Immovable Properties	Reserve Price	EMD
Schedule 'A' The immovable property of Certificate Debtor No 2, Sri Shankar Dayal Singh, vide Sale Deed No 15011 dated 03.11.2010 under Plot No 1965 and 1966, Khata No.46, Mouza:- Bhelatand, Mouza No.89, measuring an Area:- 22.27 Decimals, District:- Dhanbad, Boundary:- North:- Plot No 1952, South:- Portion of this Plot, East:- Plot No.1950 and 1951, West:- Portion of this Plot.	Rs.28,39,425/-	Rs.2,83,942.50/- Rounded off to Rs.2,83,943/-
Schedule 'B' The immovable property of Certificate Debtor No 2, Sri Shankar Dayal Singh, vide Sale Deed No 15012 dated 03.11.2010 under Plot No 1903, 1907, 1964, 1967, 1965 and 1966, Khata No.46, Mouza:- Bhelatand, Mouza No.89, measuring an Area:- 22.27 Decimals, District:- Dhanbad, Boundary:- North:- Plot No.1952, South:- Portion of this Plot, East:- Nil, West:- Portion of this Plot.		
Schedule 'C' The immovable property of Certificate Debtor No 2, Sri Shankar Dayal Singh, and Certificate Debtor No 4, Sri Din Dayal, vide Sale Deed No 16105 dated 26.12.2008 under Plot No.191 and 333 and 1966, Khata No.20, Mouza:- Barmudi, Mouza No.03, measuring an Area:- 15 Decimals, Sadar Dhanbad, District:- Dhanbad, Boundary:- North:- Plot No 333, South:- Village Road and Karu Sao, East:- Plot No.333 and 191, West:- Plot No 189 and 190.	Rs.25,50,000/-	Rs.2,55,000/-
Schedule 'D' The immovable property of Certificate Debtor No 3, Namrata Singh and Certificate Debtor No 4, Sri Din Dayal, vide Sale Deed No.2140 dated 05.03.2009 under Plot No.206, Khata No.20, Mouza:- Barmudi, Mouza No.03, measuring an Area:- 09 Decimals, Dhanbad Sadar, District:- Dhanbad, Boundary:- North:- Plot No.204, South:- Portion of this Plot, East:- Plot No.Ramashish Sharma, West:- Plot No.207.	Rs.15,30,000/-	Rs.1,53,000/-

- The interested bidders are required to deposit EMD along with documents PAN Card, Identity Proof, Address Proof etc. and in the case of company, copy of resolution passed by the Board Members of the Company or any other documents claiming representation/attorney of the company also, latest by 12.08.2026 before 4.00 PM in the office of the Recovery Officer, DRT, Ranchi and thereafter they shall be eligible to participate in the e-auction to be held from 11.00 AM to 12.00 Noon on 14.08.2026. In case, bid is placed in the last 5 minutes of the closing time of the auction, the closing time will automatically get extended for 5 minutes.
- The intending bidders shall pay the EMD amount in the account of Recovery Officer, DRT, Ranchi through RTGS/NEFT/EFT to Current Account No.31598921087, State Bank of India, Indrapuri Branch, Ranchi.
- The receipt of EMD alongwith bid form shall be deposited before the office of the Recovery Officer, Debts Recovery Tribunal, 5th Floor, RRDA Building, Kutchery Chowk, Ranchi.
- The amount by which the biddings are to be increased shall be Rs.1,00,000/- each Schedule i.e. A & B, C and D in the event of any dispute arising as to the amount of bid, or as to the bidder, the lot shall at once be again put up to auction.
- The unsuccessful bidder shall take EMD directly from the Office of Recovery Officer, DRT, Ranchi immediately on closure of the e-auction sale proceeds.
- The successful/highest bidder shall have to pay for 25% of the bid/sale amount after adjusting the EMD, amount in the account of "Recovery Officer, DRT, Ranchi through RTGS/NEFT/EFT to Current Account No.31598921087, State Bank of India, Indrapuri Branch, Ranchi" immediately as per prescribed rules.
- The successful/highest bidder shall deposit in the account of "Recovery Officer, DRT, Ranchi" through RTGS/NEFT/EFT to Current Account No.31598921087, State Bank of India, Indrapuri Branch, Ranchi the balance 75% of the sale proceed before the Recovery Officer, DRT, Ranchi 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 holiday, then on the first office day after the 15th day along with poundage @ 2% up to Rs. 1,000/- and @ 1% on the excess of such gross amount over Rs. 1,000/- in favour of Registrar, DRT, Ranchi. (In case of deposit of balance amount of 75% through post, the same should reach the Recovery Officer as above).
- In case of default of payment within the prescribed period, the property shall be re-sold, after the issue of 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 forfeited all claims to the property of to any part of the sum for which it may subsequently be sold.
- The highest bidder shall be declared to be the purchaser of any lot provided that 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 as to make it inadvisable to do so.



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15. The property is sold on as is and where is /on what it is/ no complaint basis. Bidders are advised/cautioned to verify with 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. Statutory dues/liabilities etc. due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s)
16. **Delivery of Possession:-** All expenses and incidental charges thereto shall be borne by the auction purchaser. Request for appropriation of sale proceeds by the Certificate Holder Bank/Financial Institution will be considered only upon the auction purchaser filing a memo of having received the title deeds and delivered possession of the property.
17. The undersigned reserves the right to accept or reject any or all bids if found unreasonable or postpone the auction at anytime without assigning any reason.

Given under my hand and seal of this Tribunal at Ranchi on this 03rd day of June, 2026.



[Signature]
RECOVERY OFFICER-I