

OFFICE OF THE RECOVERY OFFICER-I
DEBTS RECOVERY TRIBUNAL-II, CHANDIGARH
First Floor SCO 33-34-35 Sector-17A, Chandigarh-160017

RC No. 753/2023

Date of Auction Sale: 08.12.2026

PROCLAMATION OF SALE

**PROCLAMATION OF SALE UNDER RULES 37.38 AND 52 (1), (2) OF SECOND
SCHEDULE OF THE INCOME TAX ACT, 1961 READ WITH THE RECOVERY OF DEBTS
DUE TO BANKS AND FINANCIAL INSTITUTIONS ACT, 1993 as amended from time to
time.**

STATE BANK OF INDIA

V/S

M/S SWAMI AUTOMOBILES PVT. LTD.

To,

(CD-1) M/S SWAMI AUTOMOBILES PVT LTD. HAVING ITS REGISTERED OFFICE
AT PLOT NO. 23, INDUSTRIAL AREA PHASE -1 CHANDIGARH.
Also At: SECOND ADDRESS: PLOT NO. 33, INDUSTRIAL AREA, PHASE 1
CHANDIGARH, CHANDIGARH.

(CD-2) SH. PARDEEP MITTAL S/O SH. PARKASH CHAND MITTAL, DIRECTOR R/O
HOUSE NO. 91, SECTOR 9, PANCHKULA, HARYANA.

(CD-3) SMT. MONIKA MITTAL W/O SH. PARDEEP MITTAL, DIRECTOR R/O
HOUSE NO. 91, SECTOR 9, PANCHKULA, HARYANA.

(CD-4) SMT. NEELAM RANI W/O SH. PARKASH CHAND MITTAL, R/O HOUSE NO.
91, SECTOR 9, PANCHKULA, HARYANA.

(CD-5) SMT. AMIT GUPTA W/O SH. RAJINDER KUMAR GUPTA R/O HOUSE NO.
315, SECTOR 9, PANCHKULA, HARYANA.

1. Whereas Recovery Certificate, i.e. RC No.753/2023 in O.A. No.918/2017 was issued
for recovery of sum of Rs.14,59,17,166.69P jointly and severally with costs, current and
future with simple interest of @9% p.a. from 31.03.2017 till the date of realization of the
amount due to the Applicant Bank/Certificate Holder from the Certificate Debtors
2. Whereas the undersigned has ordered the sale of the Mortgaged/Attached properties
of the Certificate Debtor as mentioned in the Schedule hereunder towards satisfaction of
the said Recovery Certificate. Notice is hereby given that in absence of any order of
postponement, the said property(s) shall be sold on 08.12.2026 between 14:00 PM to
16:00 PM by auction and bidding shall take place Online through the website:-
<https://www.banksauctions.com>

3. The details of authorised contact person for auction service provider are Name: Mr.
Mithalsh Kumar-Assistant Manager, www.ctindia.com Plot No. 68, 3rd Floor,
Sector-44, Gurgaon-122003, Haryana
(India) Direct: +917080804466 E-
<mailto:delhi@ctindia.com> C1 India: 2nd mail id -mithalsh.kunmar@ctindia.com

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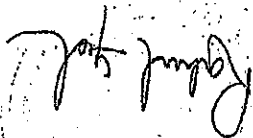
4. The details of authorised bank officer for auction service provider is Name: Ms. Sukhjeet Kaur, Advocate, Mobile Number (94175-92556), Email Id: advocatesukh@gmail.com.

5. The sale will be of the properties of defendants/CDs above named, as mentioned in the schedule below & the liabilities and claims attaching to the said properties, so far as they been ascertained, are those specified in the schedule against each lot.

6. The property will be put up for sale in the lot specified in the schedule. If the amount to be realized is satisfied by the sale of portion of the property, the sale shall be immediately stopped with respect to the remainder. The sale will also stop if, before any lot is knocked down the arrears mentioned in the said 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 has been paid to the undersigned.

7. The sale shall be subject to conditions prescribed in the second schedule to the Income Tax Act, 1961 and the rules made thereunder and to the following further conditions:-

- I. The particulars specified in the annexed schedule have been stated to the best of the information of the undersigned shall not be answerable for any error, misstatement or omission in the proclamation.
- II. The Reserve Price below which the property shall not be sold is as mentioned in the schedule.
- III. The amount by which the bidding is 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 or may be cancelled.
- IV. The highest bidder shall be declared to be the purchaser of any lot provided always that he/she/they are legally qualified to bid and provided further the amount bid by him/her/them is not less than the reserve price.
- V. 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.
- VI. Each intending bidder shall be required to pay Earnest Money Deposit (EMD) by 04.12.2026, 17:00 hrs by way of DD/Pay order in favour RECOVERY OFFICER-I, (DRT-2) CHANDIGARH, A/c R.C. No 753/2023 to be deposited with R.O. and with details of the property along with copy of PAN Card, address proof and identity proof, e-mail ID, Mobile No. and in case of the company and the receipt/counter foil of such deposit. EMD deposited thereafter shall not be considered eligible for participation in the auction.



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The Earnest Money Deposit (EMD), Reserve Price and Bid Increase, be fixed as follows:

No	Description of property	Reserve Price	EMD	Increase
1.	Land (owned by M/s Swami Automobiles Pvt. Ltd. Through its director Sh. Kashmiri Lal Mittal S/o late Sh. Ram Chand Mittal) measuring 4 Kanal 6 Marla situated at village Raipur Kalan, Chandigarh being 1/4 share of 17 Kanal 5 Marlas, Khata No 2/3 Khasra No. 10/12/2 (0-18), 3/2(4-9), 8(7-8), 13(4-10), Khas 4 H B No. 371 in the name of Cd No.1 vide Registered Sale Deed No. 5261 Dated 10.03.2006.	Rs.4,25,00,000/-	Rs.42,50,000/-	Rs.50,000/-

8. EMD received after due date & time shall be rejected & the amount paid towards the EMD shall be returned to them by way of option given by them in the E-Auction Form. Any person desirous of participating in the bidding process is required to have a valid digital signature certificate issued by the competent authority. It is the sole responsibility of the bidder to obtain the said digital signature certificate, active e-mail id and a computer terminal/system with internet connection to enable him/her to participate in the bidding. Any issue with regard to digital signature certificate and connectivity during the course of bidding online shall be the sole responsibility of the bidder and no claims in this regard shall be entertained.
9. If the bid is increased within the last 5 minutes of the given time of auction, the auction time is further extended by additional time for 5 minutes to enable the other bidders to increase their bids & the auction process comes to an end if no further increment(s) is/are made within the extended time of 5 minutes. In case of movable/ immovable 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 default of payment the property shall forthwith be again put up for auction for resale.
10. The successful/highest bidder shall have to deposit 25% of the sale proceeds after adjustment of EMD by next day in the said account/Demand draft/Banker Cheque/ Pay order as per detail mentioned above. If the next day is Holiday or Sunday then or next first office day.
11. The highest bidder/purchaser shall deposit the balance 75% of the sale proceeds on or before 15th day from the date of sale of the property, exclusive of such day or if the 15th day being Sunday or other holiday, then on the first office day after the 15th day by the prescribed mode as stated above. In addition to the above, the highest bidder shall also deposit Poundage fee @ 2% upto Rs. 1,000/- and @ 1% on balance sale proceed amount

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Immediately before Recovery Officer-I, DEBTS RECOVERY TRIBUNAL-II, CHANDIGARH through DD in favor of Registrar, DEBTS RECOVERY TRIBUNAL-II, CHANDIGARH.

12. 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, be forfeited to the Government and the defaulting purchaser shall forfeit all claims to the property or to any part of sum for which may subsequently be sold. The property shall be resold, after the issue of fresh proclamation of sale.

13. Highest bidder shall not have any right/tittle over the property until the sale is confirmed by the Recovery Officer-I, DEBTS RECOVERY TRIBUNAL-II, CHANDIGARH (DRT2).

14. The prospective buyer may inspect the site and may verify the details of the property on the basis of the revenue record and all support would be provided by the local commissioner when contacted well in advance for the same.

15. The Recovery Officer-I, Debts Recovery Tribunal -II, Chandigarh is empowered to add any part or take out any part of the property from the auction proceedings at any stage.

16. The unsuccessful bidder shall take the EMD directly from the Office of Recovery Officer-I, DRT-II, Chandigarh/CH Bank, immediately on closure of the e-auction sale proceedings. Original ID proof of the photocopy sent with the E-Auction EMD Form has to be brought. No interest shall be paid on EMD amount.

17. No request for inclusion/ substitution in the sale certificate of names of any person(s) other than those mentioned in the E-Auction EMD Form shall be entertained unless it is absolutely reasonable and to the satisfaction of the Recovery Officer-I.

18. In case of more than one items of property brought for sale, the sale of such properties will be as per the convenience and it is not obligatory to go serially as mentioned in the sale notice.

19. NRI Bidders must necessarily enclose a copy of photo page of their passport & route their bid duly endorsed by Indian Mission (Embassy). The movable/immovable property is being sold on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", "WHATEVER THERE IS BASIS" AND "NO RECOURSE BASIS" and is subject to Publication charges, revenue and other Encumbrances as per rules.

20. The undersigned reserves the right to accept or reject any or all bids, if found unreasonable or may postpone the auction at any time without assigning any reason. Details of this Proclamation of sale can be viewed at the website www.drt.gov.in.

Schedule of Property:			
Sr. No.	Details of property	Revenue assessed upon the property or part thereof	Details of any Claims if encumbrances any, which have been put forward to the liable property is put forward the

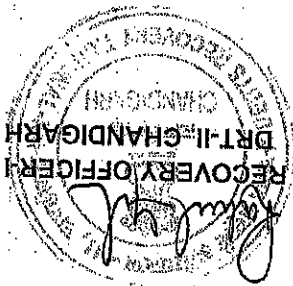
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1.	Land (owned by M/s Swami Automobiles Pvt. Ltd. Through its director Sh. Kashmit Lal Mittal S/o late Sh. Ram Chand Mittal) measuring 4 Kanal 6 Marla situated at village Raipur Kalan, Chandigarh being 1/4 share of 17 Kanal 5 Marlas, Khata No 2/3 Khasra No. 101/2/2 (0-18), 3/2(4-9), 8(7-8), 13(4-10), Kitas 4 H B No. 371 in the name of Cd No.1 vide Registered Sale Deed No. 5261 Dated 10.03.2006.	Not known	Not known	Not known	property

Note :- The property is being sold on "AS IS WHERE IS BASIS" & "AS IS WHAT IS BASIS" and before participating in the auction process, the Prospective Buyers are advised to inspect the property and also to read carefully all the general terms and condition of the auction attached herewith as Annexure 'A'

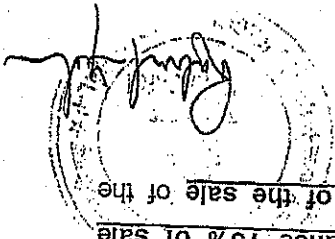
To ensure maximum competition, the Certificate Holder bank is directed to act promptly on the request by any potential bidders for inspection of the properties. However, in the event of any difficulty, the prospective bidders can approach this office through e-mail: drt2chandigarh-dts@nic.in

Given under my hand and seal on this date 13.10.2026.



GENERAL TERMS AND CONDITIONS OF E-AUCTION SALE
TERMS AND CONDITIONS OF SALE

1. The property shall be sold "AS IS WHERE IS BASIS" and "WHAT IS WHERE IS BASIS" shall be subject to other terms and conditions as published on the official website of the e-auction agency. All the payments shall be made through RTGS/NEFT in the account details of which are given in the sale notice.
2. Any person, unless disqualified, may submit bid which shall be accompanied by the earnest money not less than 10% the reserve price or as prescribed in auction sale notice as decided by the Recovery Officer and uploaded on the website. The amount in the case of the successful bidder shall be adjusted towards the consideration amount and in case of unsuccessful bidders, the same shall be returned at the close of the auction to all concerned through RTGS/NEFT in the same accounts from which transaction is made to deposit the EMD. The prospective bidders are also advised to give complete details of their accounts. The highest bid received shall become the base price auction for that particular property and bidders shall be allowed to increase the bids beyond that amount and the amount. The bid increase amount will be Rs.50,000/-.
3. The successful/highest bidder shall be at liberty to comply with the provisions of Section 194-IA of the Income Tax Act for paying the applicable TDS on the auction amount proposed to be deposited before this Forum. In such an event, the successful/highest bidder must produce the proof of having deposited the said amount before this Forum while paying the balance sale proceeds.
4. The bidders are advised to go through the portal <https://www.bankauction.com> for detailed terms and conditions for e-auction sale before submitting their bids and taking part in the e-auction sale proceedings and/or contact is Name: Ms. Sukhjeet kaur, Advocate, Mobile Number (94175-92556), Email id: advocatesukh@gmail.com.
5. The highest bidder shall have to deposit 25% of his final bid amount after adjustment of EMD already paid, **IMMEDIATELY** after being declared as highest bidder (H1). As regards declaration as H1 is concerned, the concerned e-auction agency is directed to send an e-mail (if possible, auto-generated) immediately after completion of bid process as per schedule to the H1 that he is the highest bidder advising him to deposit 25% of bid money minus the amount paid as earnest money immediately. For the purpose of this provision, the meaning of word 'immediately' means same day but if bank timing is over, immediately means next bank working day by 4:00 P.M. through RTGS/NEFT in the account as mentioned in sale notice.
6. The successful bidder/auction purchaser shall deposit the balance 75% of sale consideration amount on or before 15th day from the date of the sale of the property.



7. If the 15th day is Sunday or other Holiday, then on immediate first bank working day through RTGS/NEFT in the account as mentioned in sale notice. Further the purchaser shall also be liable to make good of any shortfall or difference between his final bid amount and the price for which it is subsequently sold when amount of successful auction deposited in EMD account shall be made FDR till the date appropriate in loan account.

8. The purchaser shall also deposit poundage fee @ 1% on total sale consideration money (plus Rs. 10) through DD in favour of The Recovery Officer-I, DRT-II, Chandigarh. The DD prepared towards poundage's fees shall be submitted directly with the office of Recovery Officer-I, DRT-II, Chandigarh. The poundage fee Draft should be separately prepared in favour of 'The Recovery Officer-I, DRT-II, Chandigarh and payment of poundage fee will not be accepted through RTGS/NEFT in any circumstances.

9. In case of default of payment within the prescribed period, the deposit, after deduction of the expenses of the sale, may, if the undersigned thinks fit, be forfeited to the Government Account and the defaulting purchaser shall forfeit all claims to the property or the amount deposited. The property shall be resold forthwith, after the issue of fresh proclamation of sale.

10. The bidder shall give his full name and complete address and state clearly whether he is submitting bid for himself or on behalf of another and in the latter case furnish proper authority (in original) in that regard and the full name and complete address of such party his PAN/TAN Number and photocopy thereof. In case of proper authority, the decision of Recovery Officer taken at the time of confirmation of sale shall be final. The properties shall ordinary be sold in the same order in which they appear in the proclamation.

11. In case of stay of sale or Recovery Proceeding by any superior court of Competent Jurisdiction, the auction may either be postponed/cancelled in compliance of such order, without any further notice and the persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement/cancellation etc.

12. The property is sold on "as is where is/on what is" basis. Prospective bidders are advised to peruse/verify copies of title deeds/documents, if any available with concerned branch of CH Bank and may make, their own inquiries regarding encumbrances, search results and other revenue records relating to the property, and shall satisfy themselves regarding the nature and description of property, condition, lien, charges, statutory dues, etc. before submitting the bid. In any circumstances, the property will not be sold below reserve price as specified in the Sale Proclamation/Sale Notice.

13. Anyone of the following documents alone will be accepted as ID proof, viz, (a) Voters ID Card/Aadhar Card (b) PAN CARD, or (c) Ration Card carrying Photo and the name of the bidder(s); or (d) Valid Driving Licence with photo, (e) Passport or (f) any other Government ID carrying the photograph of the bidder(s). The duly filled-in bid form along

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with the relevant enclosure be submitted to the Recovery Officer-I, DRT-II, Chandigarh so as to reach on or before the last date prescribed for submission as specified in the sale notice published in the newspaper.

14. Incomplete/bids without proper EMD, bids not in conformity with the terms and conditions of sale and bids submitted after the stipulated date and time will be summarily rejected.

15. No bidder shall be permitted to withdraw the bid from the auction proceedings after submission of the bid form, till completion of auction.

16. In the event of postponement/cancellation of auction/sale after submission of the bids, on the EMD submitted by the bidders will be returned in their respective accounts for which no interest or charges will be paid. The Particulars of property given in the sale proclamation have been stated to the best of the information of the Recovery Officer thereafter the Recovery Officer shall not be answerable for any error or omission.

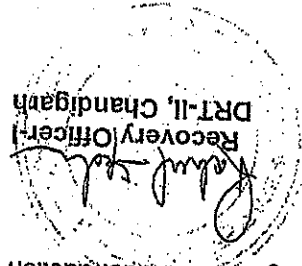
17. If for any reason the sale is not confirmed or is set aside, or stayed, the consideration money paid will be refunded to the auction purchaser. The purchaser shall be deemed to have purchased the property with full knowledge and subject to all the reservations/encumbrance, if any.

18. The sale, in normal circumstances, will be confirmed after expiry of 30 days from the date of auction sale, provided full bid amount and poundage fee is deposited as stipulated and there are no objections from any side. No request for inclusion/substitution in the sale certificate of names of any person(s) other than those mentioned in the bid form shall be entertained. All expenses incidental thereto shall be borne by the auction purchaser.

19. The Recovery Officer has the absolute right to accept or reject a bid or to postpone/cancel the notified auction-sale without assigning any reasons.

20. The CDs are also given liberty to participate in the sale so as to fetch maximum value of the property.

21. All terms & conditions mentioned here in above shall be binding to the bidder/auction purchaser.


Recovery Officer-I
DRT-II, Chandigarh

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