

BY ALL PERMISSIBLE MODE OFFICE OF THE RECOVERY OFFICER DEBTS RECOVERY TRIBUNAL CHANDIGARH (DRT 2)

First Floor SCO 33-34-35 Sector-17A, Chandigarh (Additional space allotted on 3rd & 4th Floor also)

Date of Auction Sale: 16/08/2022

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 & BANKRUPTCY ACT, 1993
PEGASUS RECONSTRUCTION PVT.LTD. Versus M/s RAJ TRANSMISSION ENGINEERING LTD. & ORS

To,
1. M/s Raj Transmission Engineering Limited, Village Saidpura Barwala Road, Derabassi, Chandigarh.
2. Sh. Rajinder Kumar Chohan, R/o. H.No. 1168, Sector-15, Panchkula (Haryana).
3. Smt. Sunita Chauhan W/o. Sh. Rajinder Kumar Chauhan, R/o. H.No. 1168, Sector-15, Panchkula (Haryana).
4. Sh. Ravi Chauhan S/o. Sh. Rajinder Kumar Chauhan R/o. H.No. 1168, Sector-15, Panchkula (Haryana).
Whereas Recovery Certificate No. RC/104/2021 in OA/74/2021 drawn up by the Hon'ble Presiding Officer, DEBTS RECOVERY TRIBUNAL CHANDIGARH (DRT 2) for the recovery of the sum of Rs. 1,05,88,533.31/- (Rupees One Hundred Five Crore Eighty Eight Lakh Eight Thousand Five Hundred Thirty Three and thirty one Paise only) along with interest and the costs of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) from the CD(s) jointly and severally, and you, the CD(s), failed to repay the dues of the Certificate Holder Bank(s) Financial Institution(s). And 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 16/08/2022 between 14:00:PM to 15:00:PM by auction and bidding shall take place Online through the website: <https://drt.auctiontng.net>. The details of authorized contact person for auction service provider is Name: **Sh. Ram Sharma, Mobile No. 8000023297** Email: ramprasad@auctiontng.net & support @ auctiontng.net

The details of authorized bank officer managing the said property is Name: **M/s. Ramkant Pandey, S/o. Sh. Gayadatt Pandey Senior Manager, Pegasus Asset Reconstruction Pvt.Ltd., Office Unit No. 106, Best Business Park, Plot No. P-2, Netaji Subhash Place, Opp. Fun Cinema, Pitampura, New Delhi 110034. Mobile No. 9847100730 and email id is: ramkant@pegasus-ar.com**

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.

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.

At the sale the public generally are invited to bid either personally or by duly authorized agent. No officer or other person, having any duty to perform in connection with the sale shall, however either directly or indirectly bid for, acquire or attempt to acquire any interest in the properties sold.

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. 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. 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.

V. Each intending bidder shall be required to pay Earnest Money Deposit (EMD) by 15.08.2022, 1700 hrs by way of RTGS/NEFT/ directly into the Account No.5017274022 in the name of Pegasus Group Three trust-III and branch name is Mumbai Fort Branch, Mumbai Samachar Marg, Post box No.222, Mumbai-400001 of CH Bank having IFSC Code No. IDIB000F523 and 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 or any other document confirming representation/authority of the company and the receipt/counter foil of such deposit. EMD deposited thereafter shall not be considered eligible for participation in the auction.

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

Sr. No.	Details of property	Reserve Price (In Rs.)	EMD Amount (In Rs.)	Bid Increase in the multiple of (In Rs.)
1.	1. 30 BIGHA 34 BISWA 28 BISWANSI detailed as under; i. 8 bigha 4biswa 10 biswansi comprised in katha No.21/2,khasra no.19(1-9),229/2(13), 231/25(3-7), 233/27(2-0),28(3-4),field 6 measuring 16 Bigha 9 Biswa of which 1/2 share equivalent to 8 Bigha 4 Biswa 10 Biswansi situated at village bahadurgarh, as per jambandi of the year 2004-2005,hadbast no.21, tehsl derabassi district, mohal owned by CD No.2 sh rajinder kumar chauhan vide registered sale deed no.381 dated 23.10.2007. ii. 6 Bigha 15Biswa comprised in katha no.22 to 12,khasra no.199(3-0),240/36 min (2-6), 203(3-8), 215(3-8),230/21 min (0-16),22(3-5),23(4-0),24(4-0),222/25(0-13),26(4-0), 234/27(2-0), 236/30(2-0), 64(0-4), 202(4-0), 209 min (1-8), 198(4-0), 21(2-8), 21(3-4-0), 214(4-0), 224 min (0-9), 237/35(1-17), 240(4-0) min (0-7), 196(3-0), 197(4-0), 203(3-0), 210 (4-0), 204(3-0), 205(4-0), 206(4-0), 207(3-8), 208(3-8), 209(2-2), 210(4-0), 211(3-8), 208 (3-8), 209 min (2-2), 210(4-0), 211(3-8), 224min (0-9), 193(3-0), 201(1-9), 229/21(3-6), 231/2(3-7), 233/27(2-0), 28(3-4), field 4 measuring 134 Bigha 14 Biswa of which 135/2697 share equivalent to 6 Bigha 14 Biswa situated at village bahadurgarh, as per jambandi of the year 2004-2005,hadbast No.21,tehsl derabassi district mohal owned by owned by DC No.2 sh rajinder kumar Chauhan vide registered sale deed no.4951 dated 23.10.2007. iii. 6 Bigha 14 Biswa comprised in katha No.2/2 to 12 Khasra No.199(3-0),240/36 min (2-6), 203(3-8), 215(3-8),230/21 min (0-16), 22(3-5), 23(4-0), 24(4-0), 222/25(0-13), 26(4-0), 234/27(2-0), 236/30(2-0), 64(0-4), 202(4-0), 209 min (1-8), 198(4-0), 21(2-8), 21(3-4-0), 214(4-0), 224 min (0-9), 237/35(1-17), 240(4-0), 203(3-0), 210 (4-0), 204(3-0), 205(4-0), 206(4-0), 207(3-8), 208(3-8), 209(2-2), 210(4-0), 211(3-8), 208 (3-8), 209 min (2-2), 210(4-0), 211(3-8), 224min (0-9), 193(3-0), 201(1-9), 229/21(3-6), 231/2(3-7), 233/27(2-0), 28(3-4), field 4 measuring 134 Bigha 14 Biswa of which 135/2697 share equivalent to 6 Bigha 14 Biswa situated at village bahadurgarh, as per jambandi of the year 2004-2005,hadbast No.21,tehsl derabassi district mohal owned by owned by DC No.2 sh rajinder kumar Chauhan vide registered sale deed no.4952 dated 23.10.2007. iv. 10 Bigha 1 Biswa 18Biswansi comprised in katha No.2/13,khasra No.29(3-0),235/30(2-0),31(4-0), 32(2-6), 238/35(1-17), 239/36(2-13), fields 6 measuring 20 Bigha 2Biswa of which 4002/8040 share equivalent to 10 Bigha 0 Biswa 2Biswasi and katha No.4/15,khasra No.34,measuring 0 Bigha 1Biswa 16 Biswansi situated at village bahadurgarh, as per jambandi of the year 2004-2005,hadbast No.21, tehsl derabassi district mohal owned by CD No.2 sh rajinder kumar chauhan vide registered sale deed no.7874 dated 20.02.2007.	2,08,19,343/-	20,81,934/-	1,00,000/-
2	Industrial property measuring 8 Bigha 19 Biswa 10 Biswansi comprised in Khasa No. 261-436, Khasra No. 34/1 (2-16-13), 2 (3-7-11), 3(2-13-16), situated at Village Saidpura, Hadbast No. 10, Tehsil Derabassi, District mohal owned by CD No. 3 Smt. Sunita Devi vide registered sale deed no. 1689 dated 21.05.2004.	3,30,43,240/-	33,04,324/-	1,00,000/-
3	15 Bigha 8 Biswa comprised in Khasa No. 395/4, Khasra No. 471(4-14), 418 (4-8), 419(1-4), 420(5-3), situated at Village-Makundpur, tehsl-Derabassi District Mohal owned by CD No. 2 Sh rajinder Kumar Chauhan vide registered sale deed no. 6990 dated 09.11.2005 in respect of land measuring 7 Bigha 14 Biswa and vide registered sale deed no. 6991 dated 09.11.2005 in respect of land measuring 7 Bigha 14 Biswa	1,12,79,564/-	11,27,956/-	1,00,000/-
4	15 Bigha 3 Biswa comprised in Khasa No. 14/34, Khasra No. 17/4(4-0), 9/12(4-0), fields 2 measuring 8 Bigha 16 Biswa of which 46/136 share equivalent to 2 Bigha 6 Biswa & in Khasa No. 14/35, Khasra No. 17/2(4 Bigha 0 Biswa) & Khasa No. 89/152, Khasra No. 13/12(2/0-18), 13/1(2-0-1), 16(4-0), 17(4-0), 17(4-0), 18(4-0), 19(4-0), 22(4-0), 23(4-0), 24(2-12), 16/1(4-0), 20(4-0), 16/21(4-0), 17/15(4-0), 16(4-0), 17(4-0), 18(4-0), 19(3-0), 22/2(4-0), 23/2(2-10), 24/2(4-0), fields 20 measuring 63 Bigha 10 Biswa of which 177/1270 share equivalent to 8 Bigha 17 Biswa thus all totalling to land measuring 15 Bigha 3 Biswa situated at Village Tohifpur, Tehsil Derabassi Dist SAS Nagar Mohal owned by CD No. 3 vide registered sale deed No. 5265 dated 06.11.2007 in the name of M/s Sunita Chauhan W/o. Sh Rajender Kumar Chauhan.	81,75,954/-	8,17,595/-	1,00,000/-

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.

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 increment their bids & the auction process comes to an end on further increment(s) is/are made within the extended time of 5 minutes. In case of movable/immoveable property the price of each lot shall be paid at the time of sale or as soon after as for the officer holding the sale directs, and in default of payment the property shall forthwith be again put up for auction for resale.

The successful bidder shall have to pay 25% of the sale proceeds after adjustment of EMD on being knocked down 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. The purchaser shall deposit the balance 75% of the sale proceeds on or before 15th day from the date 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 be prescribed mode as stated above. In addition to the above the purchaser shall also deposit Pledge fee with Recovery Officer, DEBTS RECOVERY TRIBUNAL CHANDIGARH(DRT-2) @ 2% upto Rs. 1,000/- and 6% of the excess of the said amount Rs. 1,000/- through DD in favour of Registrar, DEBTS RECOVERY TRIBUNAL CHANDIGARH(DRT-2).

In case of default of payment within the prescribed period, the deposit, after deducting the expenses of the sale may if the undersigned thinks fit shall be forfeited to the Government and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may subsequently be sold. The property shall be resold, after the issue of fresh proclamation of sale.

Highest bidder shall not have any right/title over the property until the sale is confirmed by the Recovery Officer, DEBTS RECOVERY TRIBUNAL CHANDIGARH (DRT-2).

The amount of EMD deposited by the unsuccessful bidders shall be refunded through online mode in case of EMD deposited through online. In case EMD is deposited in the form of DD/BC/ Pay order the same will be returned by hand. 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.

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. 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.

NRI Bidders must necessarily enclose a copy of photo page of their passport & route their bid duly endorsed by Indian Mission(Embassy), the movable/immoveable property is being sold on "As is where is basis" and subject to Publication charges, revenue and other encumbrances as per rules. 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](http://www.drt.gov.in)

Note: The above mentioned property movable/immoveable are being sold on "AS IS WHERE 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'

Given under my hand and seal on this date 31.05.2022

Annexure-A
GENERAL TERMS AND CONDITIONS OF SALE
TERMS AND CONDITIONS OF FAUCTION

1. The property shall be sold "AS IS WHERE BASIS" and 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.

3. 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.

4. 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 in respect of all lots will be Rs.1.00 lakh each.

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 into the account paid as earnest money immediately. For the purpose of this provision, the meaning of word "immediately" means same day but if banking 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. 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.

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

8. 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 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.

9. 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.

10. 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.

13. In any circumstances, the property will not be sold below reserve price as specified in the Sale Proclamation/Sale Notice.

14. 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 along with the relevant enclosure be submitted to the Recovery Officer-II, 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. The sale, in normal circumstances, will be confirmed and 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.

21. No request for inclusion/substitution in the sale certificate of names of any person(s) other than those mentioned in the bid from shall be entertained.

22. All expenses incidental thereto shall be borne by the auction purchaser.

23. 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.

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

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

Sd/- Recovery Officer-II
DRT-II, Chandigarh

DEBTS RECOVERY TRIBUNAL CHANDIGARH (DRT 2)

SCO 33-34-35, 1st Floor, Sector 17-A, Chandigarh
(Additional space allotted on 3rd & 4th Floor also)

Case No.: OA/1094/2021

Summons under Sub-Section (4) of Section 19 of the Act, read with Sub-Rule (2A) of Rule 5 of the Debt Recovery Tribunal (Procedure) Rules, 1993.

Exh. No.: 10410

UNION BANK OF INDIA (CORPORATION BANK)

vs
NAWAB KAUR

To,
(1) Nawab Kaur W/o Sh. Ragbir Singh, R/o Village Paju Khurd, Tehsil Safidon, District Jind (Haryana) - 126112, Voter ID: HR/04/50/0072206.

(2) Gurnam Singh Son of Shri Ragbir Singh, Resident of Village Paju Khurd, Tehsil Safidon, District Jind (Haryana) - 126112.

(3) Mahipal Son of Shri Hargyan Singh, Resident of Village Paju Khurd, Tehsil Safidon, District Jind (Haryana) - 126112.

SUMMONS

WHEREAS, OA/1094/2021 was listed before Hon'ble Presiding Officer/ Registrar on 25.05.2022.

WHEREAS this Hon'ble Tribunal is pleased to issue summons / notice on the said Application under Section 19(4) of the Act, (OA) filed against you for recovery of debts of Rs. 33,45,681/- (application along with copies of documents etc. annexed).

In accordance with Sub-Section (4) of Section 19 of the Act, you, the defendants are directed as under:-

(i) to show cause within thirty days of the service of summons as to why relief prayed for should not be granted;

(ii) to disclose particulars of properties or assets other than those properties and assets specified by the applicant under serial number 3A of the original application;

(iii) you are restrained from dealing with or disposing of secured assets or such other assets and properties disclosed under serial number 3A of the original application, pending hearing and disposal of the application for attachment of properties;

(iv) you shall not transfer by way of sale, lease or otherwise, except in the ordinary course of his business any of the assets over which security interest is created and / or other assets and properties specified or disclosed under serial number 3A of the original application without the prior approval of the Tribunal;

(v) you shall be liable to account for the sale proceeds realised by sale of secured assets or other assets and properties in the ordinary course of business and deposit such sale proceeds in the account maintained with the bank or financial institutions holding security interest over such assets.

You are also directed to file the written statement with a copy thereof furnished to the applicant and to appear before Registrar on 24.11.2022 at 10:30 A.M. failing which the application shall be heard and decided in your absence.

Given under my hand and the seal of this Tribunal on this date 27.06.2022.

Signature of the Officer Authorised to issue summons
Debts Recovery Tribunal, Chandigarh (DRT 2)

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