pnb Housing Finance Limited

Registered Office : 9th Floor, Antriksh Bhawan, 22, K.G. Marg, New Delhi-110 001
Phones : 011-23357171, 23357172, 23705414, Website : www.pnbhousing.com

BRANCH ADDRESS :- D.No.: 39-3-1, Second Floor, Above Anjaneya Jewellers Complex M.G. Road, Vijayawada- 520010.
Tel: 0866-2499501, Mobile +91 7899471138, Email: vijayawada@pnbhousing.com, website:- www.pnbhousing.com

PUBLIC NOTICE-E-AUCTION CUM SALE OF IMMOVABLE PROPERTIES

E-AUCTION-SALE NOTICE FOR SALE OF IMMOVEABLE PROPERTIES AS PER PROVISO TO RULE 8 (6) AND APPENDIX- IV-A (Under Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002) Amended as on Date

The notice is hereby given to the public in general that PNB Housing Finance Ltd. ("PNBHFL") is a Housing Finance Company (HFC) registered under Companies Act 1956, also with the National Housing Bank U/s 29-A of National Housing Bank Act 1987 and promoted by Punjab National Bank. Whereas the undersigned being the Authorised Officer of the PNB Housing Finance Limited under the Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002, and in exercise of powers conferred under section 13(12) read with Rule 9 of the Security Interest (Enforcement) Rules 2002, issued demand notice/s on the date mentioned against each account calling upon the respective borrower/s to repay the amount as mentioned against each account within 60 days from the date of notice(s)/date of receipt of the said notice/s.

The borrower/s having failed to repay the amount, notice is hereby given to the Borrower(s) & Guarantor(s) that the Authorised Officer of PNBHFL has taken physical/constructive possession of the immovable property/ies mortgaged/charged to the secured creditor described herein below in exercise powers conferred on him/her under Section 13(4) of the said Act read with Rule 8 and 9 of the said Rules on the dates mentioned against each account.

Offers are invited by the undersigned in e-Public/Public Auction (Bid form has to be submitted to AO in sealed cover) by the secured Creditor to sell the mortgaged/charged immovable properties **"AS IS WHERE IS, AS IS WHAT IS and WHATEVER THERE IS BASIS"** as per the brief particulars given hereunder. These properties had been offered as security with respect to the Loan Accounts of the Borrower(s) maintained with PNBHFL. These properties are to be sold for recovery of the outstanding dues against the Loan Account(s) as mentioned herein below:-

S. No.	Loan Account No. (A)	Name of The Borrower/Co-Borrower Guarantor(s) (B)	Demanded Amount & Date (C)	Nature of Possession (D)	Description of the Properties Mortgaged (E)	Reserve Price RP (F)	EMD (10% of RP) (G)	Inspection Date & Time (H)	Date of Auction & Time (I)	Known Encumbrances, if any, (J)
1.	HOU/VJWD/0617/398853 /HOU/VJWD/0416/281693	Mr. Sesha Srinivasa Pola, Mrs. Pola Nalini Kumari	30.01.2018 Rs.16,93,960/- (Rupees Sixteen Lakhs Ninety Three Thousand Nine Hundred Sixty Only)	Physical	Flat No.- GF-1s, Door No.- 7-115/1, Sri Sai Surya Towers, Ground Floor, R.S.No.- 75/3.4, Asst No.3433, Prasadampadu Grampanchayati, Vijayawada Rural, Vijayawada, Andhra Pradesh- 521108 North: Parking Area, South: A.Krishna Mohan Rao, East : Staircase, West: 24' Wide Panchayati Road	Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)	Rs.1,50,000/- (One Lakh Fifty Thousand Rupees Only)	22-06-2019 At 11.00 A.M. to 4.00 P.M.	28-06-2019 At 12:30 P.M. to 2:30 P.M.	N.A
2.	HOU/VJWD/0517/388918	Mr. B. Ragavender, & Mrs. Santhi Boors	2.06.2018 Rs. 29,15,911.19 (Rupees Twenty Nine Lakh Fifteen Thousand Nine Hundred Eleven and paise Nineteen Only)	Physical	SRI LAKSHMI ENCLAVE, 2nd Floor, 201, D.No.- 667, and Resurvey No. 667/5, Plot No.-6 and 7, Nandivelugu Road, Old Guntur-522001 Andhra Pradesh-522001 Out of aforesaid extent, which an undivided and unspecified share measuring an Extent 37.Sq. yards or 1150 Sft Together with residential flat bearing Flat No. 201, with an area of 1150 Sqft (Plinth area + Common area + Parking area) in Second Floor of "SRI LAKSHMI ENCLAVE" and conveyed Flat bounded by, North by : Common corridor, South by: Open to sky, East by: Open to sky	Rs. 26,40,000/- (Rupees Twenty Six Lakhs Forty Thousand Only)	Rs. 2,64,000/- (Rupees Two Lakhs Sixty Four Thousand Only)	22-06-2019 At 11.00 A.M. to 4.00 P.M.	28-06-2019 At 12:30 P.M. to 2:30 P.M.	N.A

WHEREAS the Authorized Officer of the Secured Creditor (PNBHFL) has decided to dispose-off the said properties, this notice of sale is published today that the properties detailed above will be sold on the above prescribed date, time and place. The concerned Borrowers/ Mortgagors in particular and the public in general is hereby cautioned and restrained not to deal with the Secured Assets in any manner in terms of Section 19(13) of the said Act and any dealing with the property(ies) will be subject to the charge of secured creditor against the Loan Account as mentioned above. The concerned Borrowers/ mortgagors are given last opportunity to foreclose the respective Loan Accounts in full, with all interest and charges accrued therein, till one working day prior to the date of auction, failing which these properties will be sold as per above-mentioned schedule. The demand notice was issued to all above mentioned Borrower/Co-Borrower and Guarantors mentioned in column 'B' along with total dues/SECURED DEBTS as on demand notice date as mentioned in Column 'C' together with further interest, cost and charges thereon at the applicable rate, incidental expenses, costs, charges incurred/ to be incurred thereafter till its realization.

The particulars in respect of the immovable secured properties specified herein above have been stated to the best of the information and knowledge of the undersigned, who shall however not be responsible for any error, misstatement or omission in the said particulars. The Tenderers/Offerers/Prospective Bidders/Purchasers are therefore requested, in their own interest, to satisfy themselves with regard to the above and other relevant details pertaining to the above mentioned properties before submitting their bids.

TERMS & CONDITIONS OF PUBLIC AUCTION:-

1. Sale is strictly subject to the terms and conditions mentioned hereunder as also the terms and conditions mentioned in the offer/tender document to be submitted by the intending bidders.
2. The properties will be sold on **"AS IS WHERE IS, AS IS WHAT IS and WHATEVER THERE IS BASIS"** including known encumbrances, if any. The properties under auction can be inspected on the date and time specified herein above. The "M/s Magicbricks Realty Services Limited is our supporting partner for arranging e-auctions only. For queries with respect to registration on magicbricks portal/placing live bid, you have to co-ordinate with our marketing agent/Service Provider on phone no-9212346000, having Registered Office at 10, Darya Ganj, New Delhi-110002 and main office at Times Center (Digital Content Production Facility), FC - 6, (Third Floor), Sector 16 A, Film City, Noida - 201 301 - (U.P.), **www.auctions.magicbricks.com. However, if Magicbricks** call center team is unable to answer/ is not sure about any question raised by a User, Magicbricks will connect or forward the same query to PNB HFL Officials. Further, queries or clarification with respect to bid application form, submission of earnest money deposit (EMD), kindly contact Authorised Officer of PNB Housing Finance Limited (contact details mentioned in clause (4). The Auction can be conducted at branch level as well, in case, there would be any technical glitch or error in conducting e-auction.
3. We have also engaged and also other local marketing Agency/service providers for doing marketing or searching the prospective bidders/purchasers which will also assist us in conclusion of auction process as per the provision of Sarfaesi Act.
4. **The Tenderers/Offerers/Prospective Bidders/Purchasers should submit their offer along with earnest money deposit (EMD) as referred in column (G) by way of demand draft or pay order or RTGS OR NEFT from a nationalized scheduled bank/favoring PNB Housing Finance Limited payable at Vijayawada in sealed envelope mentioning "Offer for Purchase of Property" so as to reach with our authorized officer Mr. Iqbal Alam (Mobile No. 9958135453) & Mr. BALARAJU, Mobile No.- 78894 71138, at PNB Housing Finance, D. No.: 39-3-1, Second Floor, Above Anjaneya Jewellers, Complex M.G. Road, Vijayawada 520010. on or before the last date for submission of bids i.e. 27-06-2019 before 5.30 P.M. The amount of EMD paid by the successful bidder shall be adjusted towards the sale price.**
5. Offers that are not duly filled up or offers not accompanied by the EMD or Offers received after the above date and time prescribed herein will not be considered / treated as valid offers, and accordingly shall be rejected. The EMD shall not carry any interest.
6. Along with offer document, the intending bidder shall also attach a copy of the PAN card issued by the Income Tax department (or Form 60) AND his/ her Identity proof and the proof of residence such as copy of the Aadhar card, Passport, Election Commission Card, Ration Card, Driving license etc.
7. **In no eventuality the properties would be sold below the reserve price (RP). This is made clear that Bid Incremental amount shall not be less than multiple of Rs. 50, 000/-.**
8. Properties shall be sold to the highest bidder/offerer, subject to acceptance of the bid by the secured creditor/Auction sale committee of PNB Housing Finance Limited. The online/ inter-se bidding for above property will take place on schedule date and time as mentioned above schedule in Column "I" on the website of our service provider/marketing agency "M/s Magicbricks Realty Services Limited". However, the undersigned has the discretion to accept or reject any offer /tender without assigning reason.
9. All dues and outgoings, i.e., Municipal Taxes, Maintenance / Society Charges, Electricity and water taxes or any other dues including all overdue in respect of the said properties shall be paid by the successful bidder(s)/purchaser.
10. The successful bidder/purchaser shall have to pay 25% of the sale amount (inclusive of EMD) immediately upon acceptance of the offer by the Authorized Officer in respect of the sale, failing which the EMD will be forfeited.
11. The Balance 75% of the Sale price shall have to be paid within 15 days of conveying the confirmation of the sale to the successful Purchaser by the Authorized Officer or such extended period as agreed upon in writing by and solely at the discretion of the secured creditor as per Rule-9 of the Security Interest (Enforcement) Rule 2002. In the event of the Default, in payment of the balance 75% of the sale price or any part thereof within the prescribed period, the amount deposited shall be Forfeited and the secured creditor will be at liberty to sell the property once again and the defaulting Purchaser shall forfeit all claims to the properties or to any part of the sum already paid towards the purchase thereof.
12. The immovable properties described herein above shall remain and be at the sole risk of the successful purchaser in all respects including loss or damage by fire or theft or other accidents, and other risk from the date of the confirmation of the Sale by the undersigned Authorized Officer. The successful bidder shall not be entitled to annul the sale on any ground of whatsoever nature.
13. In case final bid amount/sale consideration of assets under is Rs. 50.00 lakhs or above, the successful bidder shall deduct and remit TDS @1% of bid amount from the sale consideration by giving PAN number of borrower as deductee which can be obtained from authorized officer/bank after completion of bidding and remaining 99% of sale consideration shall be payable to bank within stipulated ms. Hence, the highest successful bidder is bound to deposit TDS @ 1% on purchase of repossessed asset on the PAN of the borrower as per Section (194-IA) of the Income Tax Act 1961.
14. In such cases sale consideration of asset under auction is Rs. 50.00 lakh or above the successful bidder/purchaser, on payment of entire sale consideration as above (net of TDS) and on completion of sale formalities, shall be issued a sale certificate for the subject property as per format prescribed under SARFAESI Act & Rules 2002 only upon receipt of Challan-cum-statement in form No. 26QB having remitted the TDS. The certificate for TDS in form 16B to be submitted to the bank subsequently.
15. It shall solely be the responsibility of the successful bidder to get the sale certificate registered. All expenses relating to Stamp Duty, Registration Charges, Transfer Charges and any other expenses and charges in respect of the registration of the Sale Certificate issued in format prescribed under SARFAESI Act & Rules 2002 for the above referred properties shall be borne by the successful bidder/ purchaser. The sale certificate has to be registered at the earliest as per state Law/Rules regarding transfer else the purchaser has to give the request letter to the secured creditor mentioning the reason of delaying the registration.
16. The Authorized officer is not bound to accept the highest offer or any or all offers and PNB Housing Finance Limited., as secured creditor, reserves its right to reject any or all bid(s) without assigning any reasons. In case, the bids are rejected, Authorized officer can negotiate with any of the tendered or intending bidders or other parties for sale of the properties by private treaty. Sale is subject to confirmation by the Secured Creditor/Auction sale committee of PNB Housing Finance Limited and as per amended Security Interest (Enforcement) Rule 2002.
17. No persons other than the intending bidders/offerer themselves, or their duly Authorized representative shall be allowed to participate in the auction / sale proceedings. However, the sale certificate shall be registered in favour of purchaser only in whose name bid application form has been submitted.
18. The Authorized officer reserves his right to vary any of the terms and condition of this notice for sale, without prior notice, at his discretion & can also avail the services of marketing Agent or service Provider in selling the said repossessed mortgaged properties against their professional fee which will recovered from the borrower.
19. In case, all the dues together with all cost, charges and expenses incurred by the Secured Creditor are tendered by the above name borrower/co-borrower till one working day prior to the date of Auction then the properties will not be sold and all the bids received from the prospective bidders shall be returned to them without any liability / claim against PNB Housing Finances Limited.
20. This publication is also a notice of 30 days to borrowers/mortgagor/Guarantor(s) of the assistance about holding of sale on above mentioned date if dues are not re-paid in full.
21. Tendered documents may be collected from local branch of PNB Housing Finance Limited as mentioned above or can be download from the **Web portal : www.auctions.magicbricks.com.** The interested bidder(s) are required to register themselves with the portal and obtain login ID and Password well in advance which is mandatory for e-bidding from Magicbricks Realty Services Limited the training facility is also available on the Magicbricks Realty Services Limited Portal. For detailed terms and conditions of the sale, please refer to the link provided in Secured Creditor's website i.e. www.pnbhousing.com.
22. The borrowers/mortgagor are also hereby informed that they must take delivery of their personal house-hold belongings/articles lying inside the said mortgaged properties under the custody of PNB Housing Finance Limited, if any within 30 days from the date of publication, with prior intimation to PNB Housing Finance Limited, failing which the PNB Housing Finance Limited shall have no liability/responsibility to the same and will dispose of at the risk of borrowers/ mortgagor.
23. **Special Instructions :** Bidding in the last movement should be avoided in the bidders own interest as neither the PNB HFL nor service provider will be responsible for any lapse/failure (internet/ power failure etc.) in order to ward of such contingent situations bidders are requested to make all necessary arrangement/alternatives such as power supply back-up etc., so that they are able to circumvent such situation and are able to participate in the auction successfully. The auction sale will automatically get closed at the expiry time frame of auction sale as mentioned in Column No.-I. The Authorised Officer can exercise its discretion to extend the auction sale by 15 minutes.

Sd/-