



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 04.06.2024

1. **Mr. E Kumar** (Borrower)
S/o Mr. Elumalai
At:
Om Sakthi Welding Works
New No.9, Thalambur,
Main Road, Navalva,
Chennai, Tamil Nadu- 600130

2. **Mrs. Baby.K** (Co-Borrower)
W/o Mr. E. Kumar
Both At:
No.2/254, Padavattamman
Koil Street, Thazhambur,
Chennai, Tamil Nadu- 602103

Both Also At:
Plot No.53, Phoenix City,
Panruti Village, Sriperumbudur
Taluk, Kancheepuram District,
S.No.218/2, 223/5, 6,7,8,9,10,
11,12,13, Near to Government School,
Bazaar Road, Chennai, Tamil Nadu- 631604

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 02.02.2018 issued by PNB Housing Finance Limited (hereinafter referred to as "PNBHFL") under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "SARFAESI Act"), related to Loan Account No. HOU/CHE/1016/328919 wherein PNBHFL had called upon you to pay the dues of **Rs. 25,56,317/- (Rupees Twenty Five Lakh Fifty Six Thousand Three Hundred and Seventeen Only)** due and payable as on **02.02.2018** along with future interest applicable from **03.02.2018** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by PNBHFL within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. **PNBHFL** has vide an assignment agreement dated **04.03.2023** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of Kotak Mahindra Bank Limited (hereinafter referred to as "KMBL/The Bank") along with all its rights, title, interests, benefits in the facilities granted by **PNBHFL** with other incidental right thereto including the assignment of the said facilities along with the underlying securities. As per the said assignment agreement, KMBL has become full and absolute owner and as such is legally entitled to receive the repayment of the financial facility or any part thereof including the right to file suits, institute such other proceedings in its own name and to take such other action as may be required for the purpose of the recovery of the said financial facility. KMBL has become the absolute owner of the said

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
7th Floor, Plot No.7
Sector-125, Noida
Uttar Pradesh - 201 313

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Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.





account(s) and all rights, title and interest in respect of the outstanding amount pertaining to above said account(s) is now vested with The Bank.

- It is pertinent to note that despite the service of the above mentioned notice, you have failed to liquidate the outstanding dues and as such the Authorized officer of **PNBHFL** has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 14.11.2018 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9.
- After taking possession of the secured asset, inspection was carried out by approved valuer in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002. On the basis of the report of the valuer, secured asset was put on auction by PNBHFL on 17.10.2022 with the Reserve Price of Rs.16,79,940/- (Rupees Sixteen Lakh Seventy Nine Thousand Nine Hundred and Forty Only). However the said auction failed for want of bidders.
- Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs. 16,50,000/- (Rupees Sixteen Lakh Fifty Thousand Only) below which the said secured asset will not be sold and which sale will be on **"as is where is", "as is what is basis" and "whatever there is basis"**.
- This is to inform you all that all the requisitions under the provisions of SARFAESI Act and The Security Interest (Enforcement) Rules, 2002 have been complied with and the Bank now proposes to sell the secured asset as mentioned in **Annexure "A"** by public auction and/or any other methods as prescribed under the provisions of Rule 8 (5) of Security Interest (Enforcement) Rules, 2002 read with proviso to Rule 9(1) after a period of 15 (Fifteen Days) days from the date of this notice along with the existing encumbrances if any on **"as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receives the entire outstanding amount i.e. **Rs. 25,56,317/- (Rupees Twenty Five Lakh Fifty Six Thousand Three Hundred and Seventeen Only)** as of **02.02.2018** along with future interest applicable from **03.02.2018** in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen days) from the date of the present notice. Please note that if in case auction scheduled herein fails for any reason whatsoever then the bank may again enforce the security interest by putting the said secured asset on sale through public auction or private treaty as per its discretion. Please also note that you are further liable to make good the loss incurred after sale of the secured asset, if any.
- The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A" as per the below schedule:-

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	27.06.2024
2	TIME OF AUCTION	12:00 PM TO 1:00 pm with unlimited extension of 5 minutes
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	26.06.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd.- #185, 2 nd Floor, Mount Road, Anna Salai, Chennai 600 006 (Land Mark :Citroen Car Showroom and Next to thousand lights Metro Railway station)
5	MODE OF AUCTION	E-auction through website HTTP://BANKAUCTIONS.IN/





Kotak Mahindra Bank

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) days for sale of the said secured asset.
9. Post the expiration of the said 15 (fifteen) days, the Bank shall be entitled to sell the said secured asset by any of the methods as provided under Rule 8 Clause (5) of the Security Interest (Enforcement) Rules, 2002, as the case may be.
10. The Borrower's attention is also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).

For Kotak Mahindra Bank Limited

Authorized Officer

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ANNEXURE – “A”

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. E. Kumar 2. Mrs K. Baby
Loan account no.	HOU/CHE/1016/328919
Amount outstanding	
Rs. 25,56,317/- (Rupees Twenty Five Lakh Fifty Six Thousand Three Hundred and Seventeen Only) as 02.02.2018 along with future interest applicable from 03.02.2018 until payment in full and other charges	
Description of the Mortgaged property	
Schedule of Property-A All that piece and parcel of land comprised in Survey No.218/2, 223/5, 223/6, 223/7, 223/8, 223/9, 223/10, 223/11, 223/12, 223/13, 223/14, 223/15, 223/16, 223/17, 223/18, 223/19, 223/20, 224/1, 224/2A, 224/2B, 224/6, 224/7A1, 224/7A2, 224/7B, 224/10, 224/11A, 224/11B, 224/11C, 224/12, 224/13A, 224/13B, 224/14, 224/15, 224/16, 224/20, 224/22, 224/23, 224/24, 224/27A, 224/27B, 224/24C, 224/27D, 227/28, 227/29, 227/30, converted into house site in the name of “Phoenix City” at No.127, Panruti Village, Sriperumbuthur Taluk, Kancheepuram District lying within the Registration District of Kancheepuram and the Registration Sub- District of Walajabad.	
Schedule of Property-B All that piece and parcel of vacant house site situate in Plot No.53, measuring to an extent of 2196 Sq.Ft., Phoenix City at Panruti Village, Sriperumpudur Taluk, Kancheepuram District comprised in Survey No.224/24, 27C, 27D, DTCP No. LP/DDTCP(CR) NO.54 of 2016 dated Plot No.53 bounded as: East by : Plot No.52 West by : Plot No.54 & Vacant Land North by : Plot No.61,62 & 63 South by: Panchayat Road and having a linear measurement of East to West on the Northern Side- 71’ East to West on the Southern Side- 40’6” North to South on the Eastern Side- 59’ North to South on the Western Side- 60’6” totaling an extent of 2196 Sq.Ft. and within the Sub-Registration District of Walajabad and in the Registration District of Kancheepuram.	
Name of the mortgagor: Mr. E Kumar	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 16,50,000/- (Rupees Sixteen Lakh Fifty Thousand Only)
EMD:	Rs. 1,65,000 /- (Rupees One Lakh Sixty Five Thousand Only)

