



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 03.09.2024

1. Mr. J. Pushpanathan
S/o Mr. Jacop

(Borrower)

At:
M/S Pushpa Centrings
No.6/499 Nataam Main
Road, Thazambur,
Chennai-603103

2. Mrs. Jayanthi. P
W/o Mr. Pushpanathan

(Co-Borrower)

At:
193, Kelambakkam (P)
Chengalpattu (TK),
Kancheepuram, Chennai,
Tamil Nadu- 603103

Both At:
No.2/314, Madha Kovil Street,
Kelambakkam, Kancheepuram,
Chennai, Tamil Nadu- 603103
Email Id: pushpacentrings@gmail.com

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 23.05.2019 issued by PNB HOUSING FINANCE LIMITED (hereinafter referred to as "PNBHFL") under Section 13(2) of the Securitisation 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/0717/408845 wherein PNBHFL had called upon you to pay the dues of Rs. 26,25,913.09/- (Rupees Twenty Six Lakh Twenty Five Thousand Nine Hundred Thirteen and Nine Paise Only) outstanding as on 23.05.2019 with further interest applicable from 24.05.2019 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you 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 the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by PNBHFL with other incidental right thereto including the assignment of the said facility 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 account(s) and all rights, title and

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

T +91 120 6173761
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Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.



interest in respect of outstanding amount pertaining to above said account(s) is now vested with Bank.

3. 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 18.11.2019 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9.
4. 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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.13,00,000/- (Rupees Thirteen Lakh Only).
5. 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 by public auction and/or any other methods as prescribed under the provisions of Rule 8(5) of Security Interest (Enforcement) Rules, 2002 after a period of 30 (thirty) days from the date of this notice **along with the existing encumbrances if any on 'as is where is basis & As is what is basis & whatever there is basis'**, unless the bank receives the entire outstanding amount i.e., Rs.46,48,372/- (Rupees Forty Six Lakh Forty Eight Thousand Three Hundred and Seventy Two Only) outstanding as on 02.09.2024 with further interest applicable from 03.09.2024 until payment in full and other charges as demanded in the said demand notice, within the statutory period of 30 (thirty) 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.
6. 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 | 07.10.2024 |
| 2 | TIME OF AUCTION | 12:00 p.m. to 01:00 p.m with unlimited extension of 5 minutes |
| 3 | LAST DATE OF SUBMISSION OF EMD WITH KYC IS | 05.10.2024 UP TO 6:00 P.M (IST) |
| 4 | PLACE OF SUBMISSION OF DOCUMENTS | Kotak Mahindra Bank Ltd, #185, 2nd Floor, Mount Road, Anna Salai, Chennai 600 006 (Land Mark :MG Car Showroom and Next to thousand lights Metro Railway station) |
| 5 | MODE OF AUCTION | E-auction through website HTTPS://BANKAUCTIONS.IN/ |

7. Please treat this notice as notice under Rule 8 Clause (5) read with proviso to Rule 8 Clause (6) of the Security Interest (Enforcement) Rules, 2002 providing the addressee, a notice of 30 (thirty) days for sale of the secured asset.





Kotak Mahindra Bank

8. Post the expiration of the said 30 (thirty) 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.
9. The Borrower's attention is invited to the provisions of the Subsection 8 of Section 13 of the Act, in respect of the time available to redeem the secured asset.
10. Should you have any representation to be made in response to this notice, please mark the same to Mr. Mr. Syam Namburi, Mob No +919677288418) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh - 201313, e-mail ID- rard.customer@kotak.com only, in order to enable us to respond in time. Please note that we shall not be responsible for not responding to any of your representations made in response to this notice if the same is addressed to any other person or place.

For Kotak Mahindra Bank Limited

Authorized Officer



ANNEXURE – “A”

| Name of the Borrowers & Loan Account No. | |
|--|--|
| Name of the borrowers | 1. Mr. J. Pushpanathan 2. Mrs. Jayanthi P |
| Loan account no. | HOU/CHE/0717/408845 |
| Amount outstanding | |
| Rs.46,48,372/- (Rupees Forty Six Lakh Forty Eight Thousand Three Hundred and Seventy Two only) outstanding as of 02.09.2024 with further interest applicable from 03.09.2024 along with all cost, charges & expenses until payment in full. | |
| 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 bearing Plot No.61, measuring to an extent of 2100 Sq.Ft., Phoenix City at Panrutti Village, Sriperumpudur Taluk, Kancheepuram District comprised in Survey No.224/23, 24 DTCP NO. LP/DDTCP(CR) No. 54 of 2016 dated Plot No.61 Bounded on the East by : Plot No.62 West by: Plot No.60 North by: 30 Feet Road South : Plot No.53 And having a linear measurement of East to West on the Northern Side – 30’ East to West on the Southern Side- 30’ North to south on the Eastern Side- 70’ North to South on the Western Side- 70’ Totaling in all to an extent of 2100 Sq.Ft and within the Sub-Registartion District of Walajabad and in the Registration District of Kancheepuram. | |
| Name of the mortgagor: Mr. J. Pushpanathan | |





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| Reserve Price (in INR) & EMD (in INR) | |
|---------------------------------------|---|
| Reserve price: | Rs. 13,00,000/- (Rupees Thirteen Lakh Only) |
| EMD: | Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand Only) |



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