



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 10.10.2024

1. **Mr. M Mohan**
S/o Mr. Munuswamy

(Borrower)

2. **Mrs. Sujitha M**
W/o Mr. M Mohan

(Co-Borrower)

Both At:

No.7/4, 4th Circular Road, Jawahar Nagar,
Chennai, Tamil Nadu- 600082

Both Also At:

Plot No.124, Ashok Nandavanam- Thirumazhisai
Phase 3, Ashok Nandavanam-Thirumazhisai Phase 3,
Melmanambedu Village, Poonamalle Taluk, Tiruvallur
District, S.No. 378/1A, S.No. 193/4, 193/5, 244/2,
Melmanambedu Junction, Melmanambedu Bazaar Road,
Chennai, Tamil Nadu- 602001

Both Also At:

Plot No.125, Ashok Nandavanam- Thirumazhisai
Phase 3, Ashok Nandavanam-Thirumazhisai Phase 3,
Melmanambedu Village, Poonamalle Taluk, Tiruvallur
District, S.No.378/1A, S.No. 193/4, 193/5, 244/2,
Melmanambedu Junction, Melmanambedu Bazaar Road,
Chennai, Tamil Nadu- 602001

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **04.04.2024** issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**The Bank/KMBL**") 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/0117/348496 wherein we had called upon you to pay the dues of Rs.23,90,787/- (Rupees Twenty Three Lakh Ninety Thousand Seven Hundred and Eighty Seven Only) outstanding as on 10.03.2024 with further interest applicable from 11.03.2024 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you under the facilities granted by PNB Housing Finance Limited (hereinafter referred to as "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 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





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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 and all rights, title and interest in respect of outstanding amount pertaining to above said account is now vested with 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 the Bank has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 04.07.2024 in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rule 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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.10,00,000 /- (Rupees Ten Lakh Only).
- 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. 24,60,816/- (Rupees Twenty Four Lakh Sixty Thousand Eight Hundred and Sixteen Only)** outstanding as on **09.10.2024** with further interest applicable from **10.10.2024** 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.
- 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	20.11.2024
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	19.11.2024 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 :M.G Car Showroom and Next to thousand lights Metro Railway station)
5	MODE OF AUCTION	E-auction through website HTTPS://BANKAUCTIONS.IN/





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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.
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. Syam Namburi (Mob No.+919677288418)/Vishal Adisheshan (Mob No. +919941016600) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID- rard.customercare@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. M Mohan 2. Mrs. Sujitha M
Loan account no.	HOU/CHE/0117/348496
Amount outstanding	
Rs.24,60,816/- (Rupees Twenty Four Lakh Sixty Thousand Eight Hundred and Sixteen Only) outstanding as of 09.10.2024 with further interest applicable from 10.10.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
Item No.1:	
All that piece and parcel of vacant Plot Bearing No. 124, measuring 44 sq. mtrs, (473 Sq.ft) situated in the layout Known as “Ashok Nandavanam-Phase-III”, (CMDA Approval vide P.P.D L.O No. 4/2016) comprised in Survey No.193/5 in Melmanambedu Village (Korattur- “B” Village as per Revenue records), Poonamallee Taluk, Tiruvallur District measuring:- East to West on the Northern Side-10 Meters East to West on the Southern Side- 10 Meters North to South on the Eastern Side- 4.4 Meters North to South on the Western Side- 4.4 Meters Admeasuring 473 sq.ft or thereabouts and bounded on the: North by: Vacant Land South by: Plot No.125 East by: Plot No.63 West by: 7.2 Meters Road	
Item No.2:	
All that piece and parcel of vacant Plot bearing No.125, measuring 60 sq mtrs (646 sq. ft.) situated in the layout known as “Ashok Nandavanam-Phase-III”, (CMDA Approval vide P.P.D L.O No. 4/2016) comprised in Survey No.193/5 in Melmanambedu Village (Korattur- “B” Village as per revenue records), Poonamallee Taluk, Tiruvallur District measuring:- East to West on the Northern Side-10 Meters East to West on the Southern Side- 10 Meters North to South on the Eastern Side- 6 Meters North to South on the Western Side- 6 Meters Admeasuring 646 sq.ft or thereabouts and bounded on the: North by: Plot No.124 South by: Plot No. 126	





East by: Plot No. 63
West by: 7.2 meters road

Item 1 and Item 2 in total measuring 1119 Sq.ft situated within the Registration District of South Chennai and Sub-Registration District of Poonamallee.

Name of the mortgagor: Mr. M Mohan

Reserve Price (in INR) & EMD (in INR)

Reserve price: Rs.10,00,000/- (Rupees Ten Lakh Only)

EMD: Rs.1,00,000/- (Rupees One Lakh Only)

List of known Encumbrances : Nil

