



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 18.10.2024

1. Mrs. Nirmala S (Borrower)

W/o Mr. Subramaniyan
At:

Akshaya's Catering Services
Through its Proprietor
No.100, Southmada Street,
Thirumazhisai- 600124

2. Mr. Subramaniyan T (Co-Borrower)

S/o Mr. R. Thangavel
Both At:

No.13, Dr Thirumoorthi Nagar,
1st Street, Nungambakkam,
Chennai, Tamil Nadu-600034

Both Also At:

Plot No.H2-B, Sree Balaji Nagar,
Sikkarayapuram, Chennai,
Tamil Nadu- 600122

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **29.04.2024** issued by Kotak Mahindra Bank Limited (hereinafter referred to as "KMBL/ The Bank") 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/OMR/0117/345929 wherein we had called upon you to pay the dues of **Rs. 56,08,335/- (Rupees Fifty Six Lakh Eight Thousand Three Hundred and Thirty Five Only)** outstanding as on **31.03.2024** with further interest applicable from **01.04.2024** 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 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.

Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No.7

Sector-125, Noida

Uttar Pradesh - 201 313

Registered Office:

27 BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai 400051,

Maharashtra, India.

T +91 120 6173761

www.kotak.com





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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 the Bank has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 13.09.2024 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.31,00,000/- (Rupees Thirty One 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. 57,81,918/- (Rupees Fifty Seven Lakh Eighty One Thousand Nine Hundred and Eighteen Only) outstanding as on 17.10.2024 with further interest applicable from 18.10.2024 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.
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	28.11.2024
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	27.11.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, NO.185,2nd Floor, Anna Salai, Mount Road, Chennai 600 006. Land Mark : MG Car Showroom & Next to Thousand Lights Metro Station.
5	MODE OF AUCTION	E-auction through website HTTP://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.





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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) 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.

Kotak Mahindra Bank Limited



Authorized Officer



ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1.Mrs. Nirmala S 2. Mr. Subramaniyan T
Loan account no.	HOU/OMR/0117/345929
Amount outstanding	
Rs.57,81,918/- (Rupees Fifty Seven Lakh Eighty One Thousand Nine Hundred and Eighteen Only) outstanding as of 17.10.2024 with further interest applicable from 18.10.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of Plot bearing No.H2-B, Sri Balaji Nagar, Sikkarayapuram Village, Sriperumbudur Taluk, Kancheepuram District comprised in S.No.115 Part, Patta No.291 as per Patta New S.No.115/1 measuring an extent 975 sq. ft. vide Planning Permit No.370/2008, D.Dis.No.5101/2007/A3 dated 03.04.2008 and the land bounded on the North by: 20 feet road South by: vacant land East by: Plot No.H3 West by: Plot No.H2A Measuring: East to West on the Northern Side: 42 feet East to West on the Southern Side: 43 feet North to South on the Eastern Side: 19 feet North to South on the Western Side: 27.1 feet Situated within the Sub-Registration District of Kundrathur and Registration District of Chennai- South Name of the mortgagor: Mrs. Nirmala S	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.31,00,000/- (Rupees Thirty One Lakh Only)
EMD:	Rs.3,10,000/- (Rupees Three Lakh Ten Thousand Only)
List of known Encumbrances: Nil	

