



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 13.01.2025

1. **Mr. Rajasekar Pillai K** (Borrower)
S/o Mr. Gangatharan Kumaresan
At:
60A, Kundrathur, Siperumbudur
Main Road, Pudhupedu Village
Chennai, Tamil Nadu-600069

2. **Mrs. Shobana J** (Co-Borrower)
W/o Mr. Rajasekar Pillai
Both At:
IT4, Navins Jayaram Garden,
River View Road, Manapakkam,
Chennai, Tamil Nadu- 600116

Both Also At:
Plot No.4A, Darshan Gayathri,
Siruseri Village, Tiruporur Taluk,
Kancheepuram District, Chennai,
Tamil Nadu-600130

Both Also At:
Plot No.5A, Darshan Gayathri,
Siruseri Village, Tiruporur Taluk,
Kancheepuram District, Chennai,
Tamil Nadu-600130

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 17.07.2019 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/OMR/0618/543948 wherein PNBHFL had called upon you to pay the dues of Rs. 1,25,71,526.84/- (Rupees One Crore Twenty Five Lakh Seventy One Thousand Five Hundred Twenty Six and Eighty Four Paisa Only) outstanding as on 17.07.2019 with further interest applicable from 18.07.2019 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





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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 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 the KMBL has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Asset**") on 13.08.2024 in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rule 8 & 9 and in pursuance of order dated 22.07.2024 passed by Before The Special Judge cum Chief Judicial Magistrate, Chengalpa vide CMP. No.2323 of 2024 under section-14 of the said SARFAESI Act.
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.50,00,000/- (Rupees Fifty Lakh Only) for property No.1 and Rs.48,07,000/- (Rupees Forty Eight Lakh Seven Thousand only) for property No.2.
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. 2,03,17,728/- (Rupees Two Crore Three Lakh Seventeen Thousand Seven Hundred and Twenty Eight Only) outstanding as on 10.01.2025 with further interest applicable from 11.01.2025 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	25.02.2025
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	24.02.2025 UP TO 6:00 P.M (IST)





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4	PLACE SUBMISSION DOCUMENTS	OF OF	Kotak Mahindra Bank Ltd, - 185, 2nd floor, Mount Road, Anna Salai, Chennai -600006. (Land Mark - MG Car Show Room)
5	MODE OF AUCTION		E-auction through website <u>HTTPS://BANKAUCTIONS.IN/</u>

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. Suriya Narayanan .P (Mob No. +919600222111) & Mr. Vishal Adhisheshan (Mob No +919941016600) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID- rard.customer care@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



Kotak Mahindra Bank

ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Rajasekar Pillai K 2. Mrs. Shobana J
Loan account no.	HOU/OMR/0618/543948

Amount outstanding

Rs.2,03,17,728/- (Rupees Two Crore Three Lakh Seventeen Thousand Seven Hundred and Twenty Eight Only outstanding as on 10.01.2025 with further interest applicable from 11.01.2025 along with all cost, charges & expenses until payment in full.

Description of the Mortgaged property

Property No.1:-

Schedule-“A”

All that piece and parcel of land bearing Plot Nos.4 to 8 and a shop measuring altogether 13,492 sq.ft. of land comprised in Old Survey No.37/2B, New Survey No.37/2A, approved by MLPA proceedings dated 05.06.2015 in Na.Ka.No.1031/2014 in Planning Permission No.10 of 2015, situate at No.13, Siruseri Village, Tirupur Taluk, Kancheepuram District, bounded on the:

North by : Park

South by: S.No.37/2B1

East by : S.No.36

West by: 30 feet road

situate within the Sub-Registration District of Tirupur and the Registration District of Kancheepuram.

Schedule-“B”

All that piece and parcel of land measuring altogether 8680 sq.ft out of the schedule A mentioned property (13,492 sq.ft of land) comprised in Old Survey No.37/2B, New Survey No.37/2A, situate at No.13, Siruseri Village, Tirupur Taluk, Kancheepuram District, as detailed below:

S.No.	Plot No.	Extent (in sq.ft.)
1.	Shop	560
2.	4-A	750
3	4-B	750
4.	5-A	721
5.	6-A	692
6.	6-B	706
7.	6-C	631
8.	6-D	743
9.	Passage	1179
10.	7-B	652
11.	7-C	652
12.	7-D	644



Total

8680

Situate within the Sub-Registration District of Tiruporur and the Registration District of Kancheepuram.

Schedule-“C”

All that piece and parcel of land bearing Plot No.4A, Villa No.1, measuring 750 sq.ft. of land and built up area of 1610 sq.ft., in the schedule B mentioned property, comprised in New Survey No.37/2A, Old Survey No.37/2B, situate at No.13, Siruseri Village, Tiruporur Taluk, Kancheepuram District, measuring

North to South on the Eastern Side: 31'3"

North to South on the Western Side : 31'3"

East to West on the Northern Side: 24'0"

East to West on the Southern Side: 24'0"

Bounded on the

North by: Park

South by: Road

East by: Plot No.4B in Survey No.37/2A

West by: Shop site in Survey No.37/2A

Situate within the Sub-Registration District of Thiruporur and the Registration District of Chennai South.

Name of the mortgagor: Mrs. Shobana J

Property No.2:-
Schedule- “A”

All that piece and parcel of land bearing Plot Nos.4 to 8 and a shop measuring altogether 13,492 sq.ft. of land comprised in Old Survey No.37/2B, New Survey No. 37/2A, approved by MLPA proceedings dated 05.06.2015 in NA.KA.No.1031/2014 in planning permission No.10 of 2015, situate at No.13, Siruseri Village, Tiruporur Taluk, Kancheepuram District, Bounded on the

North by : Park

South by : S.No.37/2B1

East by: S.No.36

West by: 30 feet road

situate within the Sub-Registration District of Tiruporur and the Registration District of Kancheepuram.

Schedule-“B”

All that piece and parcel of land measuring altogether 8680sq.ft out of the schedule A mentioned property (13,492 sq.ft of land) comprised in Old Survey No. 37/2B, New Survey No. 37/2A, situate at No.13, Siruseri Village, Tiruporur Taluk, Kancheepuram District, as detailed below :-

S.No.	Plot No.	Extent (in sq.ft.)
1.	Shop	560
2.	4-A	750
3	4-B	750
4.	5-A	721
5.	6-A	692
6.	6-B	706





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7.	6-C	631
8.	6-D	743
9.	Passage	1179
10.	7-B	652
11.	7-C	652
12.	7-D	644
	Total	8680

Situate within the Sub-Registration District of Tiruporur and the Registration District of Kancheepuram.

Schedule- "C"

All that piece and parcel of land bearing Plot No.5A, Villa No.3, measuring 721 sq.ft. of land and built up area of 1545sq.ft, in the schedukle B mentioned property, comprised in New Survey No.37/2A, Old Survey No.37/2B, situate at No.13, Siruseri Village, Tiruporur Taluk, Kancheepuram District, measuring

North to South on the Eastern Side: 31'4 1/2"

North to South on the Western Side : 31'4 1/2"

East to West on the Northern Side: 23'0"

East to West on the Southern Side: 23'0"

Bounded on the

North by: Park

South by: Road

East by: Plot No.5B in Survey No.37/2A

West by: Plot No.4B in Survey No.37/2A

Situate within the Sub-Registration District of Thiruporur and the Registration District of Chennai South.

Name of the mortgagor: Mrs. Shobana J

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

Reserve price:	For property No.1 -Rs.50,00,000/- (Rupees Fifty Lakh Only) For property No.2- Rs.48,07,000/- (Rupees Forty Eight Lakh Seven Thousand only)
EMD:	For property No.1-Rs.5,00,000/- (Rupees Five Lakh Only) For property No.2- Rs.4,80,700/- (Rupees Four Lakh Eighty Thousand and Seven Hundred only)

List of Encumbrance (if any): Nil

