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SWJ
29/1/24

Kotak Mahindra Bank

Registered Post

Dated: 29.01.2024

1. MR. KALISWARAN MUTHUSAMY

FLAT NO F2, PLOT NO 19, GOLDEN HOMES, FIRST
FLOOR, SARASWATHIL NAGAR EXTN, BHARADHWAJA NAGAR,
VARADHARAJAPURAM, CHENNAI, TAMIL NADU,
INDIA- 602103

(BORROWER)

2. MRS. K VENNILA

FLAT NO F2, PLOT NO 19, GOLDEN HOMES, FIRST
FLOOR, SARASWATHIL NAGAR EXTN, BHARADHWAJA NAGAR,
VARADHARAJAPURAM, CHENNAI, TAMIL NADU,
INDIA- 602103

(CO-BORROWER)

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **05.01.2018 issued** by PNB Housing Finance Ltd (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/1016/327472** wherein PNBHFL had called upon you to pay the dues of **Rs. 25,68,725.45/- (Rupees Twenty Five Lakh Sixty Eight Thousand Seven Hundred Twenty Five and Forty Five Paise Only)** outstanding as on **10.12.2017** with further interest applicable from **11.12.2017** 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** 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, the Bank 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. The Bank has been subrogated in place of PNBHFL and all right, title and interest of PNBHFL in respect of Outstanding Amount is now vested with The 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 11.06.2018 in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rules 8 & 9.
4. After taking possession of the secured assets, inspection was carried out by approved valuer in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 and on the basis of report

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Sector-125, Noida
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Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.



of valuer, auction of the Secured Assets as mentioned in Annexure "A" has now fixed at the Reserve Price of Rs. 10,00,000/- (Rupees Ten 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 as mentioned in **Annexure "A"** annexed herewith 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 we receive the entire outstanding amount i.e. **Rs. 25,68,725.45/- (Rupees Twenty Five Lakh Sixty Eight Thousand Seven Hundred Twenty Five and Forty Five Paise Only)** outstanding as on **10.12.2017** with further interest applicable from **11.12.2017** until payment in full and other charges as demanded in our notice, within the statutory period of 30 (Thirty) days, from the date of present notice and please take notice that if in case auction scheduled herein fails for any reason whatsoever then secured creditor may enforce security interest by way of sale through private treaty, also as per its discretion. Please also not 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". The auction shall be scheduled as under:

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	05.03.2024
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	04.03.2024 UP TO 6:00 P.M. (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD, No. 185, 2 nd Floor, Mount Road, Anna Salai, Chennai - 600006.
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE http://bankauctions.in/

7. Please treat this notice as Notice under Rule 8(5) with proviso to Rule 8(6) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers, a notice of 30 (Thirty) days for sale of the secured asset.
8. Post the expiration of the said 30 (Thirty) days, KMBL shall be entitled to sell the 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 sub section 8 of section 13 of the act, in respect of the time available, to redeem the secured asset.

For Kotak Mahindra Bank Limited

Authorized Officer



ANNEXURE – “A”

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
<p>1.MR. KALISWARAN MUTHUSAMY</p> <p>2.MRS. K VENNILA</p> <p>LOAN ACCOUNT NO: HOU/CHE/1016/327472</p>	<p>RS. 25,68,725.45/- (RUPEES TWENTY FIVE LAKH SIXTY EIGHT THOUSAND SEVEN HUNDRED TWENTY FIVE AND FORTY FIVE PAISE ONLY) OUTSTANDING AS ON 10.12.2017 WITH FURTHER INTEREST APPLICABLE FROM 11.12.20217 UNTIL PAYMENT IN FULL AND OTHER CHARGES.</p>	<p>ALL THAT PIECE AND PARCEL OF FLAT BEARING NO.F2 ADMEASURING 836 SQ FT, IN THE 1st FLOOR OF THE BUILDING AND CAR PARKING IN THE SCHEME KNOWN AS GOLDEN HOMES, TOGETHER WITH UNDIVIDED 412 SHARE IN THE LAND MEASURING 1807 SQ.FT COMPRISED IN S NO. 230/1, VARADHARAJAPURAM VILLAGE, SRIPURUMBUDUR TALUK, KANCHEEPURAM DISTRICT, AND BEARING PLOT NO.19, SARASWATHI NAGAR EXTENSION, VARADHARAJAPURAM BOUNDARIES AND MEASUREMENT BOUNDARIES:</p> <p>NORTH: PLOT NO.20 SOUTH: PLOT NO. 18 EAST : VACANT SITE WEST: 20 FEET ROAD.</p>	<p>RS. 10,00,000/- (RUPEES TEN LAKH ONLY)</p> <p>EMD RS. 1,00,000/- (RUPEES ONE LAKH ONLY)</p>



RL 1100950168 <110095>
RL A R0005478115IN
Counter No:1,CP-Code:001
To:K VEMILA,

MAIRAS GPO, PIN:600001
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313
Wt:40grams,
Amt:32.00 ,30/01/2024 ,10:57
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100950168 <110095>
RL A R0005478367IN
Counter No:1,CP-Code:001
To:KALISWAMI,

MAIRAS GPO, PIN:600001
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313
Wt:40grams,
Amt:32.00 ,30/01/2024 ,10:58
<<Track on www.indiapost.gov.in>>

भारतीय डाक



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