



#### Registered Post

Dated: 19.01.2024

### 1. MR. P PRAKASH ARAVIND

50A, DASAN STREET RADHA NAGAR, CHROMPET, CHENNAI, TAMIL NADU - 600044

#### ALSO AT:-

MR. P PRAKASH ARAVIND FLAT NO S1, PLOT NO 19, SECOND FLOOR, GOLDEN HOMES, SARASWATHI NAGAR EXTENSION BHARADHWAJA NAGAR), VARADHARAJAPURAM, CHENNAI -- 602103

#### 2. MS. VIJAYALAXMI P

50A, DASAN STREET RADHA NAGAR, CHROMPET, CHENNAI, TAMIL NADU - 600044

### ALSO TO:

MS. VIJAYALAXMI P FLAT NO SL, PLOT NO 19, SECOND FLOOR, GOLDEN HOMES, SARASWATHI NAGAR EXTN. HARADHWAJA NAGAR), VARADHARAJAPURAM, CHENNAI 602103

Dear Sir/Madam,

## Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated 12.06.2017 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/0916/319678 wherein PNBHFL had called upon you to pay the dues of Rs. 34,17,746/- (Rupees Thirty Four Lakh Seventeen Thousand Seven Hundred Forty Six Only) due and payable as on 10.06.2017along with future interest applicable from 11.06.2017 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 ("Assignment Agreement") has assigned the debts due and payable by you in favour of Kotak Mahindra Bank Limited (hereinafter called 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, 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 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 Authorised officer of PNBHFL has taken possession of the

Kotak Mahindra Bank Ltd. CIN: L65110MH1985PLC038137

7th Floor, Plot No.7 Sector-125, Noida Uttar Pradesh - 201 313

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property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 21.09.2017 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 asset, 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 of valuer, auction of the Secured Asset as mentioned in Annexure "A" was conducted on various occasions. However, they all failed for want of bidders. Details of said auctions are mentioned below:

Auction Date	Reserve Price	Sale Notice Date
11.06.2018	Rs. 32,40,000/-	16.05.2018
12.09.2018	Rs. 29,16,000/-	09.08.2018
27.03.2019	Rs. 26,24,000/-	08.03.2019
24.06.2019	Rs. 23,62,000/-	03.06.2019
23.12.2019	Rs. 21,25,800/-	06.12.2019
24.02.2020	Rs. 19,20,000/-	05.02.2020
03.04.2020	Rs. 17,22,000/-	17.03.2020
28.07.2020	Rs. 15,49,708/-	09.07.2020
28.10.2020	Rs. 14,00,000/-	07.10.2020

- 5. Subsequent to the Assignment of loan account in its favour, for recovering its legal dues, The Bank is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Asset will not be sold and which sale will be on "as is where is and whatever is basis".
- 6. 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 KMBL 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 read with proviso to Rule 9(1) after a period of 15 (Fifteen Days) days from the date of this notice along with the existing encumbrances if any "AS IS WHERE IS BASIS & AS IS WHAT BASIS & WHATEVER THERE IS BASIS", unless we receive the entire outstanding amount i.e. Rs. 34,17,746 /-{Rupees Thirty Four Lakh Seventeen Thousand Seven Hundred Forty Six Only) as on 12.06.2017Along With Future Interest Applicable From 13.06.2017 until payment in full and other charges as demanded in the instant notice, within the statutory period of 15 (Fifteen) 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 note that you are further liable to make good the loss incurred after sale of the secured asset, if any. Please also note that the earlier Sale Notice dated 08.01.2024 stands recalled with immediate effect and the contents of the present notice be read as our demand pertaining to the aforesaid loan account.
- 7. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A".

S.NO.	PARTICULARS	DETAILS	
1	DATE OF AUCTION	15.02.2024	
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	14.02.2024 UP TO 6:00 P.M. (IST.)	



4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., #185, 2 <sup>nd</sup> Floor, Mount Road, Anna Salai, Chennai 600 006 (Land Mark: Citroen Car Showroom and Next to thousand lights Metro Railway station)
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTP://BANKAUCTIONS.IN/

- 8. Please treat this notice as Notice under Rule 8(5) and Proviso to Rule 9 (1) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers, a notice of 15 (Fifteen) days for sale of the secured asset.
- 9. Post the expiration of the said 15 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.
- 10. 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.)
1.MR. P PRAKASH ARAVIND	Rs. 34,17,746/- (Rupees Thirty Four Lakh Seventeen Thousand Seven	ALL THAT PIECE AND PARCEL OF FLAT ADMEASURING <b>890</b> SQ. FT BEARING NO.S1,	RESERVE PRICE RS.
2.MS. VIJAYALAXMI P  LOAN NO.	Hundred Forty Six Only) AS OF 12.06.2017 ALONG WITH FUTURE INTEREST APPLICABLE FROM 13.06.2017	ON THE 2 <sup>ND</sup> FLOOR OF THE BUILDING AND CAR PARKING IN THE SCHEME KNOWN AS GOLDEN HOMES, TOGETHER WITH UNDIVIDED <b>438</b> SHARE IN	10,00,000/- (RUPEES TEN LAKH ONLY) EMD: RS.
HOU/CHE/0916/319678	UNTIL PAYMENT IN FULL.	THE LAND MEASURING 1807 SQ.FT COMPRISED IN S NO. 230/4, VARADHARAJAPURAM VILLAGE, SRIPURUMBUDUR TALUK, KANCHEEPURAM DISTRICT, AND BEARING PLOT NO.19, SARASWATHI NAGAR EXTENSION, VARADHARAJAPURAM THE LAND BOUNDED ON THE:	1,00,000/- (RUPEES ONE LAKH ONLY)
		EAST:- VACANT SITE WEST:- 20 FEET ROAD NORTH:- PLOT NO 20 SOUTH:- PLOTNO 18	
		NAME OF THE MORTGAGOR: MR. P PRAKASH ARAVIND	MAHIMO



RL 1100510144 (110051)
RL A RD798107657IN
Counter No:1,UP-Code:1
To:P PRAKASH ARAVIND,
CHENNAI, PIN:600044
From KOTAK MAHINDRA BANK LTD. . SEC-125, NOIDA
Wt:300rams, 20/01/2024 .09:41
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RL 1100510144 (110051)
RL A RD798107665IN
Counter No:1.0P-Code:1
To:P PRAKASH ARAVIND.
CHENNAI, PIN:602103
From:KOTAK MAHINDRA BANK LTD., SEC-125, NOIDA
Wt:30grams 20/01/2024 09:41
Ant:32.00 20/01/2024 09:41
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RL 1100510144 (110051)
RL A RD798107-674TN
RC A RD798107-674TN
Counter No:1, IP-Code:1
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CHENNAI, PIN:600044
From:KOTAK MAHINDRA BANK LTD., SEC-125, NOIDA
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RL 1100510144 (110051)

RL A RD7981076881N

Counter No:1.0P-Code:1

To:VIJAYLAXMI P

CHENNAI, PIN:602103

From:KOTAK MAHINDRA BANK LTD. , SEC-125, NOIDA

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