

### Kotak Mahindra Bank

### Registered/ Speed Post

Dated: 23.05.2024

Mrs. D. Yogeetha
 W/o Mr. J. S Dhansekar

(Borrower)

 Mr. J.S Dhansekar S/O Mr. Yayapal Both At: (Co-Borrower)

No 30A, Anjugam Nagar, Main Road, Kolathur, Chennai, Tamil Nadu-600099

#### Both Also At:

Flat No. G1, Ground Floor, M Block, Madurapuri Apartments, Plot No.14, Valluva Street Vaigai Nagar, Urapakkam, Chennai, Tamil Nadu- 603202 Mail id: yogee\_1978@yahoo.com Contact No. +91 8667218273

Dear Sir/Madam,

#### Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated **02.02.2018** 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/0317/366255 wherein PNBHFL had called upon you to pay the dues of Rs. 31,71,909,/- (Rupees Thirty One Lakh Seventy One Thousand Nine Hundred and Nine Only) outstanding as on 25.01.2018 with further interest applicable from 26.01.2018 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 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 KMBL has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "Secured Asset") on 10.04.2024 in exercise of the power service on him under Section 13 (4) of the said Act read with Rule 8 & 9.



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- 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.25,00,000/-(Rupees Twenty Five Lakh Thousand 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.54,55,589/- (Rupees Fifty Four Lakh Fifty Five Thousand Five Hundred Eighty Nine Only) outstanding as on 30.04.2024 with further interest applicable from 01.05.2024 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	03.07.2024
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	02.07.2024 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 – Citroen Car Showroom and Next to Thousand lights Metro Railway Station)
5	MODE OF AUCTION	E-auction through website HTTPS://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.
- 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.

For Kotak Mahindr

**Authorized Office** 

Sector-125, Noida

Uttar Pradesh - 201 313



# Kotak Mahindra Bank

### ANNEXURE - "A"

Name of the Borrowers & Loan Account No.		
Name of the borrowers	1. Mrs. D. Yogeetha 2. Mr. J.S Dhansekar	
Loan account no.	HOU/CHE/0317/366255	

#### Amount outstanding

Rs.54,55,589/- (Rupees Fifty Four Lakh Fifty Five Thousand Five Hundred and Eighty Nine only) outstanding as on 30.04.2024 with further interest applicable from 01.05.2024 along with all cost, charges & expenses until payment in full.

### Description of the Mortgaged property

All that piece and parcel of the 385 Sq.ft, Undivided share out of the vacant land measuring 84 Cents (49 cents in survey No 75/2A and 35 Cents in Survey No 78/3A2), DTCP Approved NO.50/2011, situated at Vaigai Nagar, No.4 Urapakkam Village, Chengalpet Taluk, Kancheepuram District together with Flat beraing No. G1, Ground Floor, M Block, measuring 781 sq.ft (inclusive of common area) in the building scheme known as "Madurapuri" and the land bounded on the:

East By West By : Survey No. 78 (part)

North By

: Survey No. 74 (part)

South By

: Survey No. 75(Part) and 78(Part) : Survey No. 75(Part) and 78/2

situated within the Sub-Registration District of Guduvanchery and Registration District of Chennai South.

### Name of the mortgagor:

Mrs. D Yogeetha

Reserve Price (in	INR) & EMD (in INR)
Reserve price:	Rs. 25,00,000/- (Rupees Twenty Five Lakh Only)
EMD:	Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)



ML 2013010120 (201301)

ML A REC24230468IN

Counter No:1,CP-Code:CPER

To:0 YCCEETHA,

MARKAS GPO, PIN:60XX01

From:MOTAK MAHINDRA MANK LTD , MOIDA

Mt:40grams,
PS:12.00, ,24/05/2024 ,10:16

«Creck on www.indiapoet.gov.in)»

भारतीय डाक India Post

M. 2013010120 (201301)
RL A RL2242303491N
Counter No:1,0P-Code:OPER
To:JS DNAMERAR,
NAMES OPG, PIN:600001
From:KOTAK NAMINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,24/05/2024 ,10:16
<(Track on www.indiapoet.gov.in))



RL 2013010120 (201301)
RL A RIC24230595IN Inc
Counter Mos1, OP-Code:OPER
To:D YOGETHA,
 MAIROS GPO, PIN:SOOXO1
From:NUTAK NAHINDRA BANK LTD , M3IDA
Wt:AOgrams,
PS:32.00, ,24/05/2024 ,10:17
((Track on www.indiapost.gov.in))



RL 2013010120 (201301)
RL A RUCY42304711N
Counter No:1,UP-Code:OFER
To:J S DAWNSEVAR,
 NAMAS GFO, PIN:500001
From:NOTAK MANIMDRA BONK LTD , NO:DA
Wt:40grams,
PS:I2.00, ,24/05/2024 ,10:17
<(Track on www.indiapost.gov.in))