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27/2/24

Kotak Mahindra Bank

Registered/Speed Post

Dated: 27.02.2024

1. **MRS. JINCY VARGHESE**
W/O MR. BIJOY THAYYIL
2. **MR. BIJOY THAYYIL**
S/O MR. MADHAVAN THAYYIL

BOTH AT:

THAYYIL HOUSE, ELEDATHCHEEMBETIL PARAMBA
WEST NALLUR, FEROKE, CALICUT, KERALA- **673631**

BOTH ALSO AT:

F1, FIRST FLOOR, SANTHOSH NILAYAM,
5TH CROSS STREET, LAKSHMI NAGAR, PORUR,
CHENNAI, TAMIL NADU- 600016

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 13.09.2022 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. 403HPL80782884, 403TSH79135293 & 403HSLEI849318 wherein we had called upon to pay the dues of Rs. 59,97,537/- (RUPEES FIFTY NINE LAKH NINETY SEVEN THOUSAND FIVE HUNDRED AND THIRTY SEVEN ONLY) outstanding as on 13.09.2022 with further interest applicable from 14.09.2022 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you all under the facilities granted by BHFL within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. BHFL has vide an assignment agreement dated **23.08.2022** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of Bank along with all the rights, title, security interests, benefits, financial documents, in the facilities granted by BHFL 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 assets 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 assets. KMBL has become the absolute owner of the said account and all right, title and interest in respect of outstanding amount pertaining to above said account 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 Assets**") in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9 on dated 03.02.2023.
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 of valuer, auction of the Secured Assets as mentioned in Annexure "A" has now fixed at the Reserve Price of Rs. 31,00,000/- (RUPEES THIRTY ONE ONLY).

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
7th Floor, Plot No.7
Sector-125, Noida
Uttar Pradesh - 201 313

T +91 120 6173761
www.kotak.com

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



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 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 'as is where is basis & As is what is basis & Whatever there is basis'**, unless we receive the entire outstanding amount i.e., **Rs. 66,52,372/-** (Rupees Sixty Six Lakh Fifty Two Thousand Three Hundred And Seventy Two Only) outstanding as on 27.02.2024 with further interest applicable from 28.02.2024 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	15.04.2024
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	12.04.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD 7 TH FLOOR, PLOT NO. 7, SECTOR 125, NOIDA UP - 201313
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 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, 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 Mahindra Bank Limited

Authorized Officer



ANNEXURE - "A"

Name of the Borrowers & Account No.	Amount outstanding	Description of Mortgage property	Reserve Price Fixed (Rs.) & EMD (Rs.)
1. MRS. JINCY VARGHESE 2. MR. BIJOY THAYYIL LOAN ACCOUNT NO. 403HPL80782884, 403TSH79135293 & 403HSLEI849318	Rs. 66,52,372/- (Rupees Sixty Six Lakh Fifty Two Thousand Three Hundred And Seventy Two Only) OUTSTANDING AS ON 27.02.2024 WITH FURTHER INTEREST APPLICABLE FROM 28.02.2024 ALONG WITH ALL COST, CHARGES & EXPENSES UNTIL PAYMENT IN FULL.	ALL THAT PIECE AND PARCEL OF RESIDENTIAL PROPERTY FLAT NO. 0-401, 4 TH FLOOR, BLOCK-0, ROYAL CASTLE, S.NOS 258/2 PART, 511/2B2, 512/1, 507 AND 508, 512/3, 511/3B, 511/2B2, 511/3B, 511/1 PART, 511/2B1, 511/3A, 511/2A1, 258/2 PART, 262/2B2 PART, 510, 512/3, 258/2 PART, 507 PART, 259/2 PART 262/B2 PART, THIRUMUDIVAKKAM VILLAGE, SRIPERUMBUDHUR TALUK, PADAPPAL-SRO, KANCHEEPURAM DISTRICT, THIRIMUDIVAKKAM PANCHAYAT, CHENNAI - 600044. THE EXTENT OF LAND IS 322 SQ.FT. UDS OUT OF 461936.376 SQ.FT. THE SUPER BUILT UP AREA OF THE FLAT IS 959 SQ.FT (INCLUDING COMMON AREA) NAME OF THE MORTGAGORS: MRS. JINCY VARGHESE AND MR. BIJOY THAYYIL	RESERVE PRICE RS. 31,00,000/- (RUPEES THIRTY ONE ONLY) EMD RS. 3,10,000/- (RUPEES THREE LAKH TEN THOUSAND ONLY)



RL 1100950168 <110095>
RL A RD005712745IN
Counter No:1, CP-Code:001
To:JINDY,



CALICUT H O, PIN:673001
From:KOTAK MAHINDRA BANK LTD , MIDR-201313
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PS:32.00, ,28/02/2024 ,09:42
<<Track on www.indiapost.gov.in>>

RL 1100950168 <110095>
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To:RIJDI,



CALICUT H O, PIN:673001
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To:JINDY,



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Wt:40grams,
PS:32.00, ,28/02/2024 ,09:42
<<Track on www.indiapost.gov.in>>

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RL A RD005712776IN
Counter No:1, CP-Code:001
To:RIJDI,



MADRAS GPO, PIN:600001
From:KOTAK MAHINDRA BANK LTD , MIDR-201313
Wt:40grams,
PS:32.00, ,28/02/2024 ,09:42
<<Track on www.indiapost.gov.in>>