

#### Registered/ Speed Post

Dated: 12.08.2024

 Mr. Ravi Arulswamy S/o Mr. Arulswamy At:

(Borrower)

(Co-Borrower)

M/S Dreamland Designs
Through its proprietor Mr. Ravi
No.16, 1<sup>st</sup> Main Road, Kamaraj Nagar Extension,
Alapakkam Main Road, Maduravoyal, Chennai,
Tamil Nadu-600095

Also At:

6/13, 3<sup>rd</sup> Main Road United India Colony, Kodambakkam, Chennai, Tamil Nadu - 600024

2. Mrs. Chitra Ravi W/o Mr. Ravi Both At

D.No. 40, Tower-22, Skycity Apartment, Ambattur Road, Vanagaram, Chennai, Tamil Nadu-600052

Both Also At:

Flat No. 1011, 1st Floor, Indus Anantya Zone-2, Indus Anantya, OMR, Natham Link Road, Egattur Village, Chennai. Tamil Nadu-603103

Dear Sir/Madam,

## Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated 23.05.2019 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/CHE/0118/479668 wherein PNBHFL had called upon you to pay the dues of Rs. 90,02,375.54/- (Rupees Ninety Lakh Two Thousand Three Hundred Seventy Five and Fifity Four Paisa Only) outstanding as on 23.05.2019 with further interest applicable from 24.05.2019 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 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

Kotak Mahindra Bank Ltd. CIN: L65110MH1985PLC038137

7th Floor, Plot No.7 Sector-125, Noida Uttar Pradesh - 201 313 27 E Ban T+91 120 6173761 Ban www.kotak.com Mal

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





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 PNBHFL has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "Secured Asset") on 26.08.2019 in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rule 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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.62,00,000/-(Rupees Sixty Two 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 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.1,55,89,910/- (Rupees One Crore Fifty Five Lakh Eighty Nine Thousand Nine Hundred Ten Only) outstanding as on 12.08.2024 with further interest applicable from 13.08.2024 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	23.09.2024
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	22.09.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd,- No: 185, 2nd floor, Mount Road, Anna Salai, Chennai -600006. (Land Mark - Next to India Garage Mahindra Car Show Room)
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.

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T +91 120 6173761 www.kotak.com Registered Office: 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051, Maharashtra, India.





- 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. Velmurugan Kathirvel (Mob No.+919884718338)/Mr. Suriya Periyasamy, (Mob No.+919600222111) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh 201313, e-mail ID rard.customercare@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 Malandra Bank Limited

Authorized Offic



#### ANNEXURE - "A"

Name of the borrowers	1. Mr. Ravi Arulswamy
	2. Mrs. Chitra Ravi
Loan account no.	HOU/CHE/0118/479668

#### Amount outstanding

Rs.1,55,89,910/- (Rupees One Crore Fifty Five Lakh Eighty Nine Thousand Nine Hundred Ten Only) outstanding as on 12.08.2024 with further interest applicable from 13.08.2024 along with all cost, charges & expenses until payment in full.

### Description of the Mortgaged property

All that piece and parcel of Flat No.1011, First Floor, Zone 2, Type F (3 BHK) constructed in the building named "Indu Anantya" admeasuring 1771sq.ft. of super built up area alongwith one covered car parking and 1068 sq.ft. undivided share of land out of total land area measuring to an extent of 5 acres and 14 cents (2,23,898 sq.ft. or thereabouts) lying in Egattur Village No.34, comprised in old Survey No.103 and Present S.Nos.103/1 & 103/2 as per Patta Nos. 165 & 210 and situated within the Registration District of Kancheepuram and Sub Registration District of Thiruporur.

Demarcation of the land is as under:

East By: S.Nos. 106, 104 & 100 West By: S.Nos. 109, 110 & 111 North By: S.Nos. 109, 110 & 108 South By: S.Nos. 102, 100 & 104

Name of the mortgagor: Mr. Ravi

Reserve Price (in INR) & EMD (in INR)		
Reserve price:	Rs. 62,00,000/- (Rupees Sixty Two Lakh Only)	
EMD:	Rs. 6,20,000/- (Rupees Six Lakh Twenty Thousand Only)	



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