



o/c  
Shro  
3-12-24  
Kotak Mahindra Bank

**Registered/Speed Post**

**Dated: 03.12.2024**

1. **Mr. Humayun U**  
**S/o Mr. Usman**

**(Borrower)**

2. **Mrs. Musthari Begum H**  
**W/o Mr. Humayun U**

**(Co-Borrower)**

**Both At:**

No.10/42, 1<sup>st</sup> Floor Muthaiah Street,  
Natesan Road, Royapettah, Chennai,  
Tamil Nadu- 600014

**Both Also At:**

N-505, 5<sup>th</sup> Floor, Block No. N, Palm  
Riviera, Thirumudivakkam Village,  
Thirumudivakkam Taluk, Chrompet,  
S.No.124/2, 233/1B2, 230, 243/1,  
243/2A, 243/2B, Thirumudivakkam  
Junction, Thirumudivakkam Main Road,  
Chennai, Tamil Nadu-600044

Dear Sir/Madam,

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

1. We refer to Demand Notice dated **01.03.2018** issued by PNB Housing Finance Limited (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/0317/368688** wherein PNBHFL had called upon you to pay the dues of **Rs.19,23,407.43/- (Rupees Nineteen Lakh Twenty Three Thousand Four Hundred Seven and Forty Three Paise Only)** due and payable as on **10.02.2018** along with future interest applicable from **11.02.2018** 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 become the absolute

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.



owner of the said account(s) and all rights, title and interest in respect of the outstanding amount pertaining to above said account(s) 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 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 Secured Asset as mentioned in Annexure "A" was conducted on various occasions and lastly on 28.10.2020 with the Reserve Price of Rs.11,90,000/- (Rupees Eleven Lakh Ninety Thousand Only). However, they all failed for want of bidders.
5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs. 11,00,000/- (Rupees Eleven Lakh Only) below which the said secured asset will not be sold and which sale will be **on "as is where is", "as is what is basis" and "whatever there 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 the Bank now proposes to sell the secured asset as mentioned in **Annexure "A"** 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 on **"as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receives the entire outstanding amount i.e. **Rs.36,16,044/- (Rupees Thirty Six Lakh Sixteen Thousand and Forty Four Only)** as of **29.11.2024** along with future interest applicable from **30.11.2024** in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen 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.
7. 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	03.01.2025
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	02.01.2025 UP TO 6:00 P.M. (IST.)



4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., #185, 2nd 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 <a href="http://BANKAUCTIONS.IN/">HTTP://BANKAUCTIONS.IN/</a>

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) days for sale of the said secured asset.
9. Post the expiration of the said 15 (fifteen) 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.
10. The Borrower's attention is also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).
11. Should you have any representation to be made in response to this notice, please mark the same to Mr. Syam Namburi (Mob No. +919677288418) & Mr. Vishal Adisheshan (Mob No +919941016600) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mailID- [rard.customer@kotak.com](mailto:rard.customer@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 Mahindra Bank Limited**



**Authorized Officer**

**ANNEXURE - "A"**

<b>Name of the Borrowers &amp; Loan Account No.</b>							
Name of the borrowers				1. Mr. Humayun U 2. Mrs. Musthari Begum			
Loan account no.				HOU/CHE/0317/368688			
<b>Amount outstanding</b>							
Rs.36,16,044/- (Rupees Thirty Six Lakh Sixteen Thousand and Forty Four Only) as of 29.11.2024 along with future interest applicable from 30.11.2024 until payment in full and other charges							
<b>Description of the Mortgaged property:</b>							
All that piece and parcel of the land comprised in Survey Numbers, extent and Patta Nos. (which is more particularly described below) is situated at Thirumudivakkam Village, Thirumudivakkam Village Panchayat, Sriperumputhur Taluk, and Kancheepuram District.							
Item No.	Survey No.	Extent in Cents	Patta No.	Boundaries			
				North by Survey No(s)	South by Survey No(s)	East by Survey No(s)	West by Survey No(s)
I	124/2	131	1654	124/1	228/1, 228/2 & 232/1B	124/1 & 232/1B	125/2
II	233/1B	76.50	1541	232/2 & 233/1A	230, 243/1, 243/2A & 243/2B	233/2B, 233/1A	231/1 & 232/2
III	230	126	1086	229/3, 231/1, 233/1B	244 & 243/1	243/1	229/3 & 245
IV	243/1	174	1086	233/1B	247/1 & 248/1A1	243/2A	230 & 244
V	243/2A	22	1086	233/1B	248/1A1	243/2B	243/1
VI	243/2B	150	1086	233/1B & 233/2B	242/1A, 248/1A1, 248/1A2 & 248/1A3	242/1A & 234/1B	243/2A & 242/1A
VII	242/1A PART	90.92	1086	243/2B & 234/1B	248/1A3, 248/1A4, & 248/2A1	12 meter road in 242/1A PART & 243/2B, 234/1B	243/2B



VIII	228/2	44	1520	124/2	229/3 & 231/2	232/1B & 232/2	228/1
IX	229/3	111	1521	228/1, 228/2 & 231/1	245 & 230	230 & 231/1, 231/2	229/1, 229/2 & 245
X	231/1	11	1559	232/2, 228/2	231/1, 229/3	232/2	229/3
XI	231/2	75	1559	231/2	230	232/2 & 233/1B	229/3
XII	232/1B	53.50	1559	124/2 & 232/1A	232/2	232/1A	124/2, 228/2 & 232/2
XIII	232/2	49.50	1559	232/1B	231/2 & 233/1B	232/1B, 233/1B	228/2, 231/1 & 231/2
XIV	233/2B	21	1558	233/2A	243/2B	233/2A	233/1B
XV	244	196	1535	230	246/1 & 247/1	243/1	245

Admeasuring Item No. I to XV totally to an extent 13 Acres and 31.42 cents, within the Registration District of Chennai South and Sub- Registration District of Padappai.

**Schedule "B"**

235 sq.ft., of undivided share of land together with Apartment No. N-505, in the Fifth Floor, Block No.-N, the residential project "Palm Riviera" with super build up area 601sq.ft., including common area morefully described in Schedule-A mentioned property.

**Name of the mortgagor:** Mr. Humayun U & Mrs. Musthari Begum H

**Reserve Price (in INR) & EMD (in INR)**

Reserve price:	Rs.11,00,000/- (Rupees Eleven Lakh Only)
EMD:	Rs1,10,000/- (Rupees One Lakh Ten Thousand only)

List of Encumbrance (if any) : Nil



RL 2013010120 <201301>  
RL A RU254527643IN  
Counter No:1,OP-Code:OPER  
To:HUMAYUN,  
CHENNAI, PIN:600014  
From:KOTAK MAHINDRA BANK LTD , NOIDA  
Wt:40grams,  
PS:32.00, ,04/12/2024 ,10:27  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>



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CHENNAI, PIN:600044  
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<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>



RL 2013010120 <201301>  
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Wt:40grams,  
PS:32.00, ,04/12/2024 ,10:27  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>



RL 2013010120 <201301>  
RL A RU254527657IN  
Counter No:1,OP-Code:OPER  
To:MUJTHARI,  
THIRUMULLAVARAM, PIN:691012  
From:KOTAK MAHINDRA BANK LTD , NOIDA  
Wt:40grams,  
PS:32.00, ,04/12/2024 ,10:27  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>

