



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

Registered/ Speed Post

Dated: 03.12.2024

- 1. Mr. Sharief A** (Borrower)
S/o Mr. Abdul Gaffar
At:
Anshatime Electronics
Through its proprietor
No.89/1, M.P.M Street,
Perambur, Chennai- 600011
- 2. Mrs. Zarina A** (Co-Borrower)
W/o Mr. Sharief
Both Also At:
No. G-2, 18/1, Balaji Nagar,
IIIrd Cross Street, Kolathur,
Chennai- 600099
Both Also At:
Flat No. C-3, 3rd Floor, "R.C. Navarathana",
Block-I, Door No.46, Old No.138/1,
Kamaraj Road, Kodungaiyur, Chennai-600118

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- We refer to Demand Notice dated **30.05.2024** issued by Kotak Mahindra Bank Limited (hereinafter referred to as "The Bank/KMBL") 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.**00116660003086** wherein we had called upon you to pay the dues of **Rs.46,18,315.54/- (Rupees Forty Six Lakh Eighteen Thousand Three Hundred Fifteen and Fifty Four Paise Only)** due and payable as on **30.04.2024** along with future interest applicable from **01.05.2024** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by PNB Housing Finance Limited (hereinafter referred to as "PNBHFL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
- PNBHFL** has vide an assignment agreement dated **04.03.2023** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of 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 owner of the said account(s) and all rights, title and interest in

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

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



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 the Bank has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 07.08.2024 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.15,30,000/- (Rupees Fifteen Lakh Thirty 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.24,00,000/- (Rupees Twenty Four 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.47,48,349/-(Rupees Forty Seven Lakh Forty Eight Thousand Three Hundred and Forty Nine 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, 2 nd 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 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-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 Mahindra Bank Limited



Authorized Officer



ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Sharief A 2. Mrs. Zarina A
Loan account no.	00116660003086
Amount outstanding	
Rs.47,48,349/- (Rupees Forty Seven Lakh Forty Eight Thousand Three Hundred and Forty Nine Only) as of 29.11.2024 along with future interest applicable from 30.11.2024 until payment in full and other charges	
Description of the Mortgaged property	
Item No.1:- All that piece and parcel of vacant House Sites Bearing Door No.46, Old No.138/1, Kamaraj Road, Kodungaiyur Village, Chennai- 600118 situated in (I) Measuring Ac 0.02 Cents in Survey No.127/2, (II) Measuring Ac 0.04 Cents in Survey No.128/2, (III) Measuring Ac 0.25 Cents in Survey No.130/1 And (IV) Measuring Ac 0.51 Cents in Survey No.131/3 in all Admeasuring Ac 0.82 Cents in Kodungaiyur Village (As Per Town Survey Patta T.S. No.66/1 and 73/1 Block No.31, Kodungaiyur Village, Fort- Tondiarpet Taluk, Admeasuring 35,965 Sq. Ft. or thereabouts Bounded on the:- North By: Survey No.127 South By: Land owned by Mr.V.Bhaskaran East By: Survey No.126 West By: Kamaraj Road and falling within the Sub-Registration District of Madhavaram and Registration District of Chennai- North	
Item No.2:- All that piece and parcel of land Bearing Door No.46, Old No.138/1, Kamaraj Road, Kodungaiyur, Chennai-600118, Plot No.14 situated in Survey No.127/1A-1 and 127/1B measuring 2091 Sq. Ft. (as per present Town Survey Patta T.S No.60 situated in Block No.31 Kodungaiyur Village, Fort- Tondiarpet Taluk admeasuring 2091 Sq. Ft. or thereabouts and bounded on: North By: 14 Feet Public Road South By: Land Owned by Mr. Vishwanatha Nadar and presently owned by Mr. B. Madanmohan East By: Plot No.15 West By: Plot No.13 and Falling Within the Sub-Registration District of Madhavaram and Registration District of Chennai- North	
Item No.3:-	



All that piece and parcel of land Bearing Door No.46, Old No.138/1, Kamaraj Road, Kodungaiyur, Chennai-600118, Plot No.16 situated in Survey No.127/1A-1 And 127/1B measuring 2420 Sq. Ft. (As Per Present Town Survey Patta T.S No.60 situated in Block No.31 Kodungaiyur Village, Fort- Tondiarpet Taluk Admeasuring 2420 Sq. Ft. or thereabouts and bounded on:

North By: Plot No.11 And 12

South By: Land owned by Mr. Vishwanatha Nadar and Presently owned by Mr. B. Madanmohan

East By: Land Belonging To Venu Naidu

West By: Plot No.135 and 14 Feet Public Road

and falling within the Sub-Registration District of Madhavaram and Registration District of Chennai- North

Schedule "B"

An Undivided Share of Land of Extent 640/70,000th (369.92 Square Feet) out of the total extent of 40476 square feet in the Schedule "A" Mentioned Property, comprised in Survey Nos.127/2, 128/2, 130/1, 131/3, 127/1A1, 127/1B, 127/1A1 AND 127/1B, situate in Kodungaiyur Village, Block No.31, Fort-Tondiarpet Taluk, Bearing Door No.46A, Old No.138/1, Kamaraj Road, Kondungaiyur, Chennai- 600118.

Schedule "C"

Flat No.C-3, Block-I, Third Floor in the building and project known as "R.C Navarathna", the said flat measuring in extent 640 square feet of built-up area, inclusive of common service areas, the said flat being bounded on the

North By: 14 Feet Wide Public Road

South By: Flat No.B-3 In Block I

East By : Flat No. D-3 In Block I

West By : Kamaraj Road

and falling within the Sub-Registration District of Madhavaram and Registration District of Chennai North.

Name Of The Mortgagor(S): Mr. Sharief A & Mrs. Zarina A

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

Reserve price: Rs.24,00,000/- (Rupees Twenty Four Lakh only)

EMD: Rs.2,40,000/- (Rupees Two Lakh Forty Thousand Only)

List of Encumbrance (if any): Nil



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