

## Registered/ Speed Post

Dated: 20.12.2024

 Mr. Surendra Kumar S/o Mr. A Vasudevan

(Borrower)

At:

No.7/354, Pillaiyar Koli Street, Gandhi Nagar, Medavakkamm, Chennai- 600100

Mrs. S. Jayalakshmi
 W/o Mr. Surendra Kumar

(Co-Borrower)

Both At:

No. 87, V.R. Pillai Street, Triplicane, Chennai, Tamil Nadu- 600005

Both Also At:

No.1/1, Nadukuppam 2<sup>nd</sup> street, Triplicane, Chennai, Tamil Nadu-600005

Both Also At:

Unit No.M-202, 2<sup>nd</sup> Floor, Mist, Urban Tree Oxygen, Perumbakkam Village, Gandhinagar Society Main Road, Nookampalayam Road, Perumbakkam, S.No.296/6, 296/8A, 296/8B, 301/5, 260/4B1, 262/1, Near To Global Hospital, Chennai, Tamil Nadu-600100

Dear Sir/Madam,

## Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated 03.04.2024 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "The Bank/KMBL") 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/0317/369222 wherein we had called upon you to pay the dues of Rs. 51,37,193/-(Rupees Fifty One Lakh Thirty Seven Thousand One Hundred and Ninety Three Only) outstanding as on 31.03.2024 with further interest applicable from 01.04.2024 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you 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.
- 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 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 The Bank has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 20.11.2024 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9 and in pursuance of order dated 30.09.2024 passed by Hon'ble Before the Special Judge Cum Chief Judicial Magistrate, Chengalpattu vide CMP.NO.3579 of 2014 under section 14 of the said SARFAESI Act, 2002.
- 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.22,00,000/- (Rupees Twenty 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.53,32,934/- (Rupees Fifty Three Lakh Thirty Two Thousand Nine Hundred and Thirty Four Only) outstanding as on 19.12.2024 with further interest applicable from 20.12.2024 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	10.02.2025
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	07.02.2025 UP TO 6:00 P.M (IST)
	WITH KYC IS	





4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd,- #185, 2nd Floor, Mount Road, Anna Salai, Chennai 600 006 (Land Mark: MG 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.
- 10. 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 Adhisheshan (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.

Bank Limited

Noida, Uttar Pradesh - 201 313.



#### ANNEXURE - "A"

Name of the Borrowers & Loan Account No.		
Name of the borrowers	1. Mr. V. Surendra Kumar	
	2. Mrs. S. Jayalakshmi	
Loan account no.	HOU/CHE/0317/369222	

## Amount outstanding

Rs.53,32,934/- (Rupees Fifty Three Lakh Thirty Two Thousand Nine Hundred and Thirty Four Only) outstanding as on 19.12.2024 with further interest applicable from 20.12.2024 along with all cost, charges & expenses until payment in full.

## Description of the Mortgaged property

All that piece and parcel of Flat No. M-202, 2<sup>nd</sup> Floor, Mist Block, admeasuring 631 sq.ft., in the project "OXYGEN BY URBAN TREE" inclusive of proportionate share in the common area and one reserved covered car parking slot constructed on the piece of land morefully explained in the Construction agreement dated 27.01.2017 and Sale Deed dated 19.05.2017 as under:

#### Schedule 'A' Property:

All that piece and parcel of vacant land situated in Perumbakkam Village, Sholinganallur Taluk (earlier Saidapet then Tambaram Taluk), Kancheepuram District (earlier Chenglepet District), comprised in Survey Nos. 296/4 (28 cents); 296/3 (28 cents); 296/7 (25 cents); 299/3 (38 cents); 299/1 (57cents); 296/6 (16 cents); 296/8A (42 cents); 296/8B (44 cents); 265/1B (21 cents); 296/1 (60 cents); 262/2 (26 cents); 264 (1 Acre and 05 cents); 360/2 (76 cents); 301/5 (19 cents); 260/4B1 (20 cents); 262/1 (25 cents); 297 (28 cents); 298 (75 cents); 260/4A (36 cents); 260/4B2 (20 cents); 263/2B (57 cents); 263/2A (57 cents) in all measuring 9.03 Acres or 3,93,347 sq.ft or thereabouts, now in the scheme developed as 'Oxygen By Urban Tree' and bounded on

North by: Survey No. 258, 262/3, 260/3A, 260/2, 261, 265/1A1A, 265/1A1B, 265/1A3A, 265/1A3B, 265/5

South by: Survey No. 301/1A1B1, 301/1A1B2, Road 300, 299/5, 299/2, 359

East by: Survey No. 260/2, 261, 265/1A1A, 265/2, 296/2, 301/6

West by: Survey No. 258, 256, 360/1, 263/1, 262/3

and situated within the Registration District of Chennai South and Sub Registration District of Selalyur.

#### Schedule 'B' Property:

All that piece and parcel of vacant land measuring 3,20,807 Sq.ft situated in perumbakkam village, Sholinganallur Taluk (earlier Saidapet then Tambaram Taluk), Kancheepuram District (earlier Chengalpet District), comprised in survey Nos. 296/4, 296/3 (Part), 296/7 (part), 299/3 (part), 296/6, 296/8A (part), 296 8B (part), 265/1B (Part), 296/1 (part), 262/2, 264, 360/2 (part), 301/5 (part), 260/4B1, 262/1, 297, 298, 260/4A and 260/4B2, 263/2A & 263/2B and situated within the Registration District of Chennai South and Sub Registration District of Selaiyur.

#### Schedule 'C' Property:

An undivided share of 318 Sq.ft interest, right title in the schedule 'B' Property.

Reserve Price (in INR) & EMD (in INR)				
Reserve price:	Rs.22,00,000/- (Rupees Twenty Two Lakh Only)			
EMD:	Rs.2,20,000/- (Rupees Two Lakh Twenty Thousand Only)			

List of Encumbrance (if any): Nil



भारतीय डाक India Post

RL 2013070105 -2013075 RLA RU127929389IN Counter No:1,0P-Code:0P1

To: SURENDRA

KANCHIPURALPIN: 500100 From: KOTAK MAHINDRA BANK LTD, NOIDA

Wt: 30grams,

Amt: 32.00. 21/12/2024, 10:21 octrack on www.indiaposa.gov.jnss

भारतीय डाक

India Post

RL 2013070105 x201307> RLA RU127929392IN

Counter No:1.0P-Code:0P1

To: SURENDRA

CHENNA! Pin: 500005

From: KOTAK MAHINDRA BANK LTD, NOIDA

Wt: 30grams,

Ams: 32.00, Arrit: 32.00, 21/12/2024, 10:21 ecorack on www.indiaposi.gov.insx



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SURENDRA

भारतीय डाक CHENNAL Pin: 5000

From: KOTAK MAHINDRA BAN

Wt: 30grams,

Armt: 32.00, 21/12/2024. ocTrack on www.indiapost.gov.ina

RL 2013070105 <201307> RLA RU127929415IN

Counter No.1.0P-Code:0P1

भारतीय डाक KANCHIPURALPH: 500

From: KOTAK MAHINDRA BANK

With Bograms,

Amt: 32.00.

21/12/2024. ceTrack on www.indispost.gov.ins> RL 2017070105 -2013079 RLA RU127929429IN Counter Nort, OP-Code: OP 1

To: SJAYALAKSHMIT

भारतीय डाक CHENNAI Pin: 500

From: KOTAK MAHINDRA BANT

Wit: 30grams,

Amt: 32.00. 21/12/2024.

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RL 2013070105 2013075 RLA RU127929432IN Counter No:1.0P-Code:0P1

Tot SJAYALAKSHMI

भारतीय डाक CHENNA! Pin: From: KOTAK MAHINDRA BAN

Wit: 30gramia.

Amt: 32.00 21/12/2024 India Post ectrack on www.indiapost.gov.in.xx

RL 2018070105 x201807> RLA RU127929446IN

Counter No:1.0P-Code:0P1 To: SJAYALAKSHIME -

KANCHIPURAIPIN: 500 MIRALE STO

From: KOTAK MAHINDRA BAN We: 30grams.

Amt: 32.00, 21/12/2024. ceTrack on www.indiapost.gov.insx