

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 29.11.2024

 Mr. Vigneshwar J S/o Mr. Jeevan Gopal

(Borrower)

 Mrs. Jaya Jeevan Narayana Pillai W/o Mr. Narayana Pillai Both At:

(Co-Borrower)

Flat No.G-1 Kaviya Flats, Plot No.1, Balambai Nagar Main Road, Near Krishna Sweets, Ullagaram, Chennai, Tamil Nadu-600091

Both Also At:

Flat No.S2, Second Floor, Old No.8/20 Plot No.11, VOC Nagar Main Road, Cholambedu, Thirumullaivoyal, Chennai, Tamil Nadu-600062

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated 05.01.2018 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/0617/399938 wherein PNBHFL had called upon you to pay the dues of Rs. 19,20,342.20/- (Rupees Nineteen Lakh Twenty Thousand Three Hundred Forty Two and Twenty Paisa Only) outstanding as on 10.12.2017 with further interest applicable from 11.12.2017 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 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.



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 06.12.2018 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.11,00,000/- (Rupees Eleven 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.34,82,240/- (Rupees Thirty Four Lakh Eighty Two Thousand Two Hundred and Forty Only) outstanding as on 28.11.2024 with further interest applicable from 29.11.2024 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	03.01.2025
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 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 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.





Kotak Mahindra Bank

- 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 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



Kotak Mahindra Bank

ANNEXURE - "A"

Name of the Borrowers & Loan Account No.		
Name of the borrowers	1. Mr. Vigneshwar J	
rame of the borrowers	2. Mrs. Jaya Jeevan Narayana Pillai	
Loan account no.	HOU/CHE/0617/399938	

Amount outstanding

Rs.34,82,240/- (Rupees Thirty Four Lakh Eighty Two Thousand Two Hundred and Forty Only) outstanding as on 28.11.2024 with further interest applicable from 29.11.2024 along with all cost, charges & expenses until payment in full.

Description of the Mortgaged property

Schedule-A

All that piece and parcel of vacant plot, bearing Plot No.11 (Old Door No.8/20), V.O.C. Nagar Main Road, Cholambedu, Thirumullaivoyal, Chennai- 600062, with landed area of 3431sq.ft., comprised in Survey No.589/3 and correlated to T.S.No.60 in Block No.79 of Ward D of Thirumullaivoyal Village, formerly Ambattur Taluk, now Avadi Taluk, Tiruvallur District, North Chennai Registration District, Ambattur Sub-Registration District and within the civic limits of Municipality of Avadi, with the following boundaries and measurements:-

North by : 20 feet road known as VOC Nagar Main Road South by : Land and building belonging to Mr. Krishnakumar

East by : Land and building comprised in Plot No.12
West by : Land and building comprised in Plot No.10

Measuring:

East to West on the Northern side: 38 Feet East to West on the Southern side: 37 Feet North to South on the Eastern side: 90 Feet North to South on the Western side: 93 Feet

In all 3431 square feet.

Schedule-B

All the piece and parcel of vacant house site with all the rights and privileges appertaining thereto, measuring an extent of 225 square feet of undivided share of land, being a portion of the above said Schedule 'A" mentioned property.

Schedule-C

Flat No.S2 in the Second Floor of the building known as "Thirumala Homes" with an area of 550 square feet (including common area).

Name of the mortgagor: Mr. Vigneshwar J

Reserve Price (in INR) & EMD (in INR)			
Reserve price:	Rs.11,00,000/- (Rupees Eleven Lakh Only)		
EMD:	Rs.1,10,000/- (Rupees One Lakh Ten Thousand Only)		

List of Encumbrance (if any): Nil



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



RL 2013010120 <201301>
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Counter No:1,OP-Code:OPER
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CHENNAI, PIN:600062

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<Track on www.indiapost.gov.in>>