



o/c
slu
27/2/24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 27.02.2024

1. **MR. ABDUL JAMEEL** (BORROWER)
S/O LATE ABDUL JALEEL
AT:
219, 3RD CROSS 1ST BLOCK
KORMANGALA POST, BANGALORE -560034

ALSO AT:
D 8 & 9 DEVATHA PLAZA ELECTIC COMPANY
RESIDENCY ROAD, BANGALORE -560025

2. **MRS. SYED SAMIUNNISA** (CO-BORROWER)
W/O MR. ABDUL JAMEEL
AT:
219, 3RD CROSS 1ST BLOCK
KORMANGALA POST, BANGALORE -560034

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 NHL/MLS/0916/316806 wherein PNBHFL had called upon you to pay the dues of Rs. 2,58,39,309/- (Rupees Two Crore Fifty Eight Lakh Thirty Nine Thousand Three Hundred and Nine Only) outstanding as on 05.01.2018 with further interest applicable from 06.01.2018 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 04th MARCH 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 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 assets 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 assets. KMBL has become the absolute owner of the said account and all right, title and interest in respect of outstanding amount pertaining to above said account is now vested with Kotak Mahindra Bank Ltd.
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 Physical possession of the properties mentioned in the demand notice issued under section 13(2) of the SARFAESI Act, 2002 including the property described herein below in Annexure "A" (and referred hereinafter as "Secured Assets") on 24.03.2018 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 assets, 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, first auction of the Secured Assets as mentioned in the demand notice referred to

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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.



as above including the property mentioned in Annexure "A" was conducted lastly on 17.01.2024. However, the said auction failed for want of bidders.

5. Subsequent to the Assignment of loan account in its favour, for recovering its legal dues. The Bank is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Asset will not be sold and which sale will be on "as is where is and whatever 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"** annexed herewith 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 from the date of this notice **along with the existing encumbrances if any ' as is where is basis & As is what is basis & Whatever there is basis'**, unless we receive the entire outstanding amount i.e., Rs. 2,58,39,309/- (Rupees Two Crore Fifty Eight Lakhs Thirty Nine Thousand Three Hundred And Nine Only) as of 05.01.2018 with further interest applicable from 06.01.2018 until payment in full and until payment in full and other charges as demanded in our notice, within the statutory period of 15 (Fifteen) days, from the date of present notice and please take notice that if in case auction scheduled herein fails for any reason whatsoever then secured creditor may enforce security interest by way of sale through private treaty, also as per its discretion. Please also not 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". The auction shall be scheduled as under:

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	19.03.2024
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	18.03.2024 UP TO 6:00 P.M. (IST.)
3	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD NO.22, ING VYSYA HOUSE, M.G. ROAD BANGALORE - 560 001 KARNATAKA
4	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE https://bankauctions.in/

8. Please treat this notice as Notice under Rule 8 Clause (5) and Proviso to Rule 9 (1) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers, a notice of 15 (Fifteen) days for sale of the 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 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.

For Kotak Mahindra Bank Limited


Authorized Officer



ANNEXURE - "A"

Name of the Borrowers & Account No.	Amount outstanding	Description of Mortgage property	Reserve Price Fixed (Rs.) & EMD (Rs.)
1. MR. ABDUL JAMEEL 2. MRS. SYED SAMIUNNISA LOAN ACCOUNT NO. NHL/MLS/0916/316806	RS. 2,58,39,309/- ((RUPEES TWO CROCE FIFTY EIGHT LAKHS THIRTY NINE THOUSAND THREE HUNDRED AND NINE ONLY) AS OF 05.01.2018 WITH FURTHER INTEREST APPLICABLE FROM 06.01.2018	PROPERTY 1 ALL THAT PIECE AND PARCEL OF FLAT NO. G-8, IN GROUND FLOOR, BLOCK C, OF THE MULTI STORIED BUILDING KNOWN AS PRUTHVI ROYAL, CONSISTING OF TWO BHK FLAT WITH ONE COVERED CAR PARKING IN THE BASEMENT WITH SUPER BUILT UP AREA OF 1197.32 SQ. FT. WITH UNDIVIDED SHARE, RIGHT AND TITLE MEASURING 308.58 SQ. FT. IN LAND BEARING SY. NO. 43, BBMP KATHA NO. 220/43, GOTTIGERE VILLAGE, UTTARAHALLI HOBLI, BANGALURU SOUTH TALUK, BANGALURU WITH VITRIFIED TILES TOGETHER WITH ALL AMENITIES, COMMON STAIR CASE, BALCONIES, ELECTRICITY CONNECTION ETC. BOUNDARIES OF LAND: EAST: RE-SY NO.61 (QUARRY) WEST: PRIVATE PROPERTY NORTH: SY. NO.44 AND ROAD SOUTH: HIMAGIRI PROPERTIES (SY. NOS. 42 AND 130) NAME OF THE MORTGAGOR : SYED SAMIUNNISA PROPERTY 2 ALL THAT PIECE AND PARCEL OF FLAT NO. 308, IN THIRD FLOOR, BLOCK B, OF THE MULTI STORIED BUILDING KNOWN AS PRUTHVI ROYAL, CONSISTING OF TWO BHK FLAT WITH ONE COVERED CAR PARKING IN THE BASEMENT WITH SUPER BUILT UP AREA OF 1197.32 SQ. FT. WITH UNDIVIDED SHARE, RIGHT AND TITLE MEASURING 308.58 SQ. FT. IN LAND BEARING SY. NO. 43, BBMP KATHA NO. 220/43, GOTTIGERE	RESERVE PRICE RS. 20,00,000/- (RUPEES TWENTY LAKH ONLY) EMD RS. 2,00,000/- (RUPEES TWO LAKH ONLY) RESERVE PRICE RS. 20,00,000/- (RUPEES TWENTY LAKH ONLY) EMD RS. 2,00,000/- (RUPEES TWO LAKH ONLY)



		<p>VILLAGE, UTTARAHALLI HOBLI, BANGALURU SOUTH TALUK, BANGALURU WITH VITRIFIED TILES TOGETHER WITH ALL AMENITIES, COMMON STAIR CASE, BALCONIES, ELECTRICITY CONNECTION ETC.</p> <p>BOUNDARIES OF LAND: EAST: RE-SY NO.61 (QUARRY) WEST: PRIVATE PROPERTY NORTH: SY. NO.44 AND ROAD SOUTH: HIMAGIRI PROPERTIES (SY. NOS. 42 AND 130)</p> <p>NAME OF THE MORTGAGOR : SYED SAMIUNNISA</p>	
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RL 1100950168 <110095>
RL A R00057127801M
Counter No:1,OF-Code:001
To:ABOL JWEEL,
PANCHALIFE GPO, PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUMBAI-201313
Wt:40grams,
PS:32.00, ,28/02/2024 ,09:43
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100950168 <110095>
RL A R00057127931M
Counter No:1,OF-Code:001
To:ABOL,
PANCHALIFE GPO, PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUMBAI-201313
Wt:40grams,
PS:32.00, ,28/02/2024 ,09:43
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100950168 <110095>
RL A R00057128021M
Counter No:1,OF-Code:001
To:SYED,
PANCHALIFE GPO, PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUMBAI-201313
Wt:40grams,
PS:32.00, ,28/02/2024 ,09:43
<<Track on www.indiapost.gov.in>>

भारतीय डाक



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