





Registered Post

Dated: 19.03.2024

- 1. MR. RAMNATH MURUGESAN CHETTIAR S/O MR. MURUGESAN CHETTIAR
- 2. MR. MURUGESAN CHETTIAR S/O MR. ARUNACHALAM
- 3. MRS. LAKSHMI AMMAL NAINAR CHETTIAR W/O MR. MURUGESAN CHETTIAR
- 4. MRS. PRIYA RAMNATH W/O MR. RAMNATH MURUGESAN CHETTIAR
- 5. M/S PRABHATH AGENCIES THROUGH ITS PARTNERS

ALL AT:

629, ARUNA BHAVAN, KODIMATHA, KOTTAYAM - 686002

ALL ALSO AT:

RE SURVEY NO. 27 (OLD SURVEY NO.127/1, 127/2) IN BLOCK NO. 82, KOITAYAM VILLAGE, KOTAYAM TALUK, KOITAYAM DISTRICT- 686002

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

You the addressee No. 1 as the borrower and remaining addressee as co-borrowers have availed financial
facility to the tune of Rs. 1,82,95,100/- (Rupees One Crore Eighty Two Lakh Ninety Five Thousand and
Hundred Only) vide loan account no. NHL/COC/0516/291266, agreement dated 28.06.2016 from PNB
Housing Finance Limited (hereinafter called PNBHFL) against creation of security interest of the below
mentioned immoveable properties.

Description of the mortgaged properties

1) ALL THAT PIECE AND PARCEL OF PROPERTY MEASURING 66 SQ. MTRS. (WITH PART OF THE BUILDING NO.XII/605) IN OLD SY NO.8/22 IN RE.SY. NO.10/2 IN BLOCK NO.67 OF KOTTAYAM VILLAGE, KOTTAYAM TALUK, KOTTAYAM DISTRICT BOUNDARIES:-

NORTH: PROPERTY OF RAMNATH

EAST: ROAD

SOUTH: PROPERTY OF RAMNATH WEST: PROPERTY OF MALECKAL

2) ALL THAT PIECE AND PARCEL OF PROPERTY MEASURING 67 SQ. MTRS. (WITH PART OF THE BUILDING) IN OLD SY NO.8/22 IN RE.SY. NO.10/1 IN BLOCK NO.67 OF KOTTAYAM VILLAGE, KOTTAYAM TALUK, KOTTAYAM DISTRICT BOUNDARIES:-

NORTH: PROPERTY OF PALLIKCKAPARAMBIL

EAST: ROAD

SOUTH: PROPERTY OF RAMNATH WEST: PROPERTY OF MALECKAL



3) ALL THAT PIECE AND PARCEL OF PROPERTY MEASURING 07.74 ARES IOLD SY. NO.12/7/1, 12/7/2 IN RE. SY. NO.15 IN BLOCK 82 OF KOTTAYAM VILLAGE, KOTTAYAM TALUK, KOTTAYAM DISTRICT

BOUNDARIES:-

NORTH: PRIVATE ROAD

EAST: PRIVATE ROAD, PROPERTY OF MURUKAN CHETTYAR AND LAKSHMIKUTTY

AMMAL

SOUTH: PROPERTY OF KUTTIKATTU GOPALAKRISHNAN

WEST: PROPERTY OF ARAGASSERY PURAYIDOM AND PRIVATE ROAD.

- 2. That, you the addressee have failed to maintain financial discipline pertaining to the repayment of the loan amount as per the agreed repayment schedule due to which the above mentioned loan account was classified as NPA by PNBHFL on 12.07.2017.
- 3. We refer to the Demand Notice dated 31.07.2017 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 the said Loan Account wherein PNBHFL had called upon you to pay the dues of Rs. 1,94,82,645/- (Rupees One Crore Ninety Four Lakh Eighty Two Thousand Six Hundred Forty Five Only) due and payable as on 31.07.2017 along with future interest applicable from 01.08.2017 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.
- 4. **PNBHFL** has vide an assignment agreement dated **04.03.2023** ("Assignment Agreement") has assigned the debts due and payable by you all 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 been subrogated in place of PNBHFL and all right, title and interest of PNBHFL in respect of Outstanding Amount is now vested with The Bank.
- 5. 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 property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 31.07.2017 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9.
- 6. After taking possession of the secured asset, the said property was put on auction by PNBHFL in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 on various dates and lastly on 14.07.2020, however, all the auctions conducted have failed for want of bidder(s).
- 7. Subsequent to the Assignment of loan account in its favour, for recovering its legal dues, The Bank is now proposing to put the below mentioned secured assets again on auction by inviting tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Assets will not be sold and which sale will be on "as is where is and whatever is basis".

Description of the mortgaged properties intended to be put on auction





1ALL THAT PIECE AND PARCEL OF PROPERTY MEASURING 66 SQ. MTRS. (WITH PART OF THE BUILDING NO.XII/605) IN OLD SY NO.8/22 IN RE.SY. NO.10/2 IN BLOCK NO.67 OF KOTTAYAM VILLAGE, KOTTAYAM TALUK, KOTTAYAM DISTRICT

BOUNDARIES:-

NORTH: PROPERTY OF RAMNATH

EAST: ROAD

SOUTH: PROPERTY OF RAMNATH WEST: PROPERTY OF MALECKAL

2ALL THAT PIECE AND PARCEL OF PROPERTY MEASURING 67 SQ. MTRS. (WITH PART OF THE BUILDING) IN OLD SY NO.8/22 IN RE.SY. NO.10/1 IN BLOCK NO.67 OF KOTTAYAM VILLAGE,

KOTTAYAM TALUK, KOTTAYAM DISTRICT

BOUNDARIES:-

NORTH: PROPERTY OF PALLIKCKAPARAMBIL

EAST: ROAD

SOUTH: PROPERTY OF RAMNATH WEST: PROPERTY OF MALECKAL

- 8. 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 KMBL now proposes to sell the secured assets 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 on "AS IS WHERE IS BASIS & AS IS WHAT BASIS & WHATEVER THERE IS BASIS", unless we receive the entire outstanding amount i.e. Rs. 1,94,82,645/- (Rupees One Crore Ninety Four Lakh Eighty Two Thousand Six Hundred Forty Five Only) due and payable as on 31.07.2017 along with future interest applicable from 01.08.2017 until payment in full and other charges as demanded in the instant notice, within the statutory period of 15 (Fifteen) days, from the date of present notice. 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 as per its discretion.
- The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A".

S.NO.	PARTICULARS	DETAILS
1.	DATE OF AUCTION	19.04.2024
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	18.04.2024 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
5.	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTP://BANKAUCTIONS.IN/

- 10. Please treat this notice as Notice under Rule 8(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.
- 11. Post the expiration of the said 15 days, KMBL shall be entitled to sell the 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.

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.



12. The borrower's attention is invited to the provisions of sub section 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 and Account No.		
NAME OF THE BORROWERS	1. MR. RAMNATH MURUGESAN CHETTIAR	
	2. MR. MURUGESAN CHETTIAR	
	3. MRS. LAKSHMI AMMAL NAINAR CHETTIAR	
	4. MRS. PRIYA RAMNATH	
	5. M/S PRABHATH AGENCIES THROUGH ITS PARTNER	
LOAN ACCOUNT NO.	NHL/COC/0516/291266	

Amount outstanding

RS. 1,94,82,645/- (RUPEES ONE CRORE NINETY FOUR LAKH EIGHTY TWO THOUSAND SIX HUNDRED FORTY FIVE ONLY) DUE AND PAYABLE AS ON 31.07.2017 ALONG WITH FUTURE INTEREST APPLICABLE FROM 01.08.2017 UNTIL PAYMENT IN FULL

Description of the Mortgaged property

PROPERTY 1:-

ALL THAT PIECE AND PARCEL OF PROPERTY MEASURING 66 SQ. MTRS. (WITH PART OF THE BUILDING NO.XII/605) IN OLD SY NO.8/22 IN RE.SY. NO.10/2 IN BLOCK NO.67 OF KOTTAYAM VILLAGE, KOTTAYAM TALUK, KOTTAYAM DISTRICT

BOUNDARIES:-NORTH: PROPERTY OF RAMNATH

EAST: ROAD

SOUTH: PROPERTY OF RAMNATH WEST: PROPERTY OF MALECKAL

NAME OF THE MORTGAGOR: MR. RAMNATH MURUGESAN CHETTIAR R

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.



PROPERTY 2:-

ALL THAT PIECE AND PARCEL OF PROPERTY MEASURING 67 SQ. MTRS. (WITH PART OF THE BUILDING) IN OLD SY NO.8/22 IN RE.SY. NO.10/1 IN BLOCK NO.67 OF KOTTAYAM VILLAGE, KOTTAYAM TALUK, KOTTAYAM DISTRICT

BOUNDARIES:-

NORTH: PROPERTY OF PALLIKCKAPARAMBIL

EAST: ROAD

SOUTH: PROPERTY OF RAMNATH WEST: PROPERTY OF MALECKAL

NAME OF THE MORTGAGOR: MR. MURUGESAN CHETTIAR

Reserve Price Fixed (Rs.) & EMD (Rs.)			
RESERVE PRICE:	RS. 43,00,000/- (RUPEES FORTY THREE LAKH ONLY)		
EMD:	RS. 4,30,000/-(RUPEES FOUR LAKH THIRTY THOUSAND ONLY)		

FL 1100950168 (110095)

RL A RD005744677IN

Courter No:1, OP-Code:001

To:RANNATH, DISTI CALECTOR

KOTTAYAN SCUTH, PIN:666039

From:KOTAK FRHUNDRA BANK LTD , MOIDA

Wt:40grams,
Amt:12.00 ,20/03/2024 ,09:23

(Cirack is www.indiapost.gov.in)>

RL 1100950168 (110095)
RL A 600057446651N
Counter Mo:1,(P-Code:00)
To:MANAESAW,DISTT COLLECTOR
KUTTAYAN SOUTH, FIN:686039
From:NOTAK MAHINDRA BANK LTD , MIDA
W1:40grams,
Amt:12.00 ,20/03/2074 ,09:23
<<Track on www.indiapost.gov.in>)

RL 1100750168 (110075)
RL A REXECTAGE (110075)
India Post

FL 1100950168 <1100950

RL A RDX057447171M

Counter No:1,CP-Code:001

To:PRABMATH,

KUTTAYAN WEST, PIM:686003

From:KUTAK PAHINDRA BANK LTD , MOLDA

Wt:40grams,

Ant:32:00 ,20/03/2024 ,09:24

<CTrack on www.indiapost.gov.in>

RL 1100950168 <1100950 RL A RD0057447251N Counter Mo:1,(P-Code:001 India Post TO:RAFMATH, XOTTAYAN WEST, PIN:656003 From:KUTAK MAHUNUMA BANK LTD , MOIDA Wt:40grams, Ant:32.00 ,20/03/2024 ,09:24 <<pre>

<pre

FL 1100750168 <1100750 FL A RD0057447341H Counter No:1,CF-Code:001 India Post To:FLRIESSA, KUTTAYAN WEST, PIM:686003 From:KUTAK NAHIMDRA BANK LTD , NOIDA Wi:40grams, Amt:IZ.00 ,20/03/2024 ,09:24 <<Track on www.indiapost.gov.in>)

FL 1100950168 <110095>
FL A RIXXX57447481N
Counter Mo:1,CP-Code:XXI
To:LAKS+FI,
KUTTAYAN WEST, PIN:686003
From:KUTAK MAHINDRA BANK LTD , MXIXA
Wi:40grams,
Amt:32.00 ,20/03/2024 ,07:24
<<Track on www.indiapost.gov.in>>