

Kotak Mahindra Bank

Registered Post

Dated: 06.12.2023

To

1. MR. ANU PA

S/O MR. ASHOKAN

AT: GREEN CUTTING SOLUTIONS LLC · C/O ACCOUNTS AND ADMIN MANAGER REEMACKS BUILDING, OPPOSITE ROLLA PARK, SHARJAH. UNITED ARAB EMIRATES- 7474802

MRS. VANAJA ASHOKAN W/O MR. ASHOKAN

BOTH AT:-

PUTHIYIL HOUSE, ANNAIKKAL, KANIPAYYUR PART, THRISSUR, KERALA- 680517

BOTH ALSO AT:-

HOUSE NO: 16-228

ALAGAPA NAGER GRAMA PANCHAYATH AMBALLOOR VILLAGE, MUKUNDAPURAM TALUK, THRISSUR, KERALA- 680302

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated 29.05.2017 issued by PNB Housing Finance Ltd (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/COC/1016/326839 wherein PNBHFL had called upon you to pay the dues of Rs.1,08,11,788 /- (Rupees One Crore Eight Lakh Eleven Thousand Seven Hundred and Eighty Eight only) due and payable as on 29.05.2017 along with future interest applicable from 30.05.2017 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.
- 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 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, the Bank 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. The Bank 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.
- 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 Authorised officer of PNBHFL has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on

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23.08.2017 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, the said property was put on auction in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 on various dates and lastly on 26.10.2023. However, All the auctions conducted have 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 KMBL 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) days from the date of this notice along with the existing encumbrances if any "AS IS WHERE IS BASIS & AS IS WHAT BASIS & WHATEVER THERE IS BASIS", unless we receive the entire outstanding amount i.e Rs. 1,08,11,788/-(Rupees One Crore Eight Lakh Eleven Thousand Seven Hundred and Eighty Eight only) as 29.05.2017 along with future interest applicable from 30.05.2017 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 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.
- 7. 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 DATE OF AUCTION	DETAILS	
1		26.12.2023	
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	25.12.2023 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 600006, (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(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.
- 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.

10. 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.



Kotak Mahindra Bank

For Kotak Mahindra Bank Limited

Authorized Officer

ANNEXURE - "A"

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1. MR. ANU P A 2. MRS. VANAJA ASHOKAN LOAN NO. HOU/COC/1016/326839	Rs. 1,08,11,788/- (Rupees One Crore Eight Lakh Eleven Thousand Seven Hundred and Eighty Eight Only) AS OF 29- 05.2017 ALONG WITH FUTURE INTEREST APPLICABLE FROM 30.05.2017 UNTIL PAYMENT IN FULL.	ALL THAT PIECE AND PARCEL OF THE EXTENT OF 6.06 ARES WITH RESIDENTIAL BUILDING NO. 16/228, HAVING SUPER BUILT UP AREA OF 2900 SQ. FT. CONSTRUCTED ON SURVEY NO. 479/1, SITUATED AT AMBALLOOR VILLAGE.	RESERVE PRICE Rs. 48,00,000/- (RUPEES FOURTY EIGHT LAKH ONLY) EMD: RS. 4,80,000/- (RUPEES FOUR LAKH EIGHTY THOUSAND ONLY)
		UKUNDAPURA M TALUK, THRISSUR, KERALA- 680302 BOUNDARIES: EAST: PROPERTY OF KANJOOR MANA. SOUTH: PANCHAYATH ROAD WEST: PROPERTY OF BHASKARAN AND OTHERS NORTH: PROPERTY OF MANJALI PAUL	•
	2	NAME OF THE MORTGAGOR: MR. ANU P A	



AL 1100510164 (110051)

RL B RD2256965821M

Counter No:2,07-Lode:1

To:ANU PA,

KERALA, PIN:658517

From:KOTAK MAHINDRA BANK LIMITED , NUISA

Wt:40grams,

Amt:27.00 ,07/12/2023 ,09:09

((Track on www.indiapost.gov.in))

AL 1100510164 (110051)

AL B RD2256831161N

Counter No:2,0P-Code:1

lo:VAMAJA,

KERALA, PIN:680317

From:KDTAK MANINDRA BANK LIMITED , FOLDA POST Wt:40grams, Amt:27.00 ,07/12/2023 ,09:10 <<pre>

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RL 1100310164 (110051)

RL B RD2256965961N

Counter No:2,DP-Code:1

To:VANAJA ASHCKAN,

KERALA, PIN:680302

From:KGTAK MAHINDRA BANK LINSTED, NO:049 Post
Wt:4Myrams,

Amt:27.00 ,07/12/2023 ,09:10

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