

Registered Post

Dated: 01.02.2024

 MR. CHARAN KUMAR R S/O MR. ANNAJI RAO RAMA RAO AT:

(BORROWER)

SYSTEM ADMINISTRATOR, IBM INDIA PVT LTD, MANYATA EMBASSY PARK BANGALORE – 560045

2. MRS. SUCHITRA S W/O MR. CHARAN KUMAR R

(CO-BORROWER)

AT:

SENIOR SOFTWARE ENGINEER, MINDTREE LTD, GLOBAL VILLAGE, MYSORE ROAD, BANGALORE - 560059

BOTH AT:

18, 1ST CROSS, 2ND MAIN, 1ST FLOOR, 2ND MAIN ANNAPURNAESHWARI NAGAR, RHCS LAYOUT 2ND STAGE, BANGALORE - 560091

BOTH ALSO AT:

47, PEETHASHREE, 2ND CROSS, DOORAVANINAGAR, VINOBANAGAR, SHIMOGA – 577204

BOTH ALSO AT:

005, GROUND FLOOR, SRI KRISHNA SAI ENCLAVE, HOODI VILLAGE, K R PURAM HOBLI, BANGALORE - 560048

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated 27.12.2016 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/BAN/0915/241531 wherein PNBHFL had called upon you to pay the dues of Rs. 50,08,789/- (Rupees Fifty Lakh Eight Thousand Seven Hundred And Eighty Ninne Only) as on 27.12.2016 along with future interest applicable from 28.12.2016 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** 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,

Kotak Mahindra Bank Ltd. CIN: L65110MH1985PLC038137

7th Floor, Plot No.7 Sector-125, Noida Uttar Pradesh - 201 313 Registered Office: 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051, Maharashtra, India.





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 after the receipt of the demand notice mentioned herein above both of you had voluntarily surrendered the mortgaged property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 11.01.2017 to the authorised officer of the PNBHFL.
- 4. 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, on the basis of report of valuer, auction of the Secured Asset as mentioned in Annexure "A" was fixed at conducted on 01.03.2018 with the Reserve Price was fixed at Rs. 36,00,000/- (Rupees Thirty Six Lakh Only). However the said auction was failed for want of bidder(s).
- 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".
- 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 on "as is where is basis" & "As is what is basis" & "Whatever there is" basis', unless we receive the entire outstanding amount i.e. Rs. 50,08,789/- (Rupees Fifty Lakh Eight Thousand Seven Hundred And Eighty Nine Only) as on 27.12.2016 along with future interest applicable from 28.12.2016 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	23-02-2024
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	22-02-2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD NO.22, ING VYSYA HOUSE, M.G. ROAD BANGALORE - 560 001 KARNATAKA
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE http://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 said secured asset.

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.



- 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



NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
	Rs. 50,08,789/-	ALL THAT PIECE AND	RESERVE PRICE
1. MR. CHARAN	(Rupees Fifty Lakh	PARCEL OF LAND	RS. 25,00,000/-
KUMAR R	Eight Thousand	BEARING CONVERTED SY.	(RUPEES
O MDG GUGUERDA G	Seven Hundred And	NO. 111/1, CONVERTED	TWENTY FIVE
2. MRS. SUCHITRA S	Eighty Nine Only) as	FROM AGRICULTURAL TO	LAKH ONLY)
	on 27.12.2016 Along	NON-AGRICULTURAL	
I OAN NO	With Future Interest	RESIDENTIAL USE VIDE	EMD: RS.
LOAN NO.:-	Applicable From	OFFICIAL MEMORANDUM	2,50,000/-
HOH / DAN / 001 E / 041 E 21	28.12.2016 Until	BEARING NO. ALN.	(RUPEES TWO
HOU/BAN/0915/241531	Payment in full with	(E.K.H.W) S.R.14/2012-13,	LAKHS FIFTY
	Cost and Charges.	DATED 16/10/2012,	THOUSAND
		ISSUED BY THE SPECIAL	ONLY)
	26	DEPUTY COMMISSIONER,	
*		BANGALORE DIST, BANGALORE, PRESENT	
		BBMP KHATA NO.406	
		WITH THE FLAT BEARING	ħ.
	_	NO.005, IN THE GROUND	
		FLOOR, SITUATED AT	
		HOODI VILLAGE, K.R	
		PURAM HOBLI, EARLIER	
		BANGALORE SOUTH	
		TALUK, MEASURING	
		ABOUT 1127 SO.FT SUPER	
		BUILT UP AREA,	
		CONTAINIG TWO BED	
	u u	ROOM, TOGETHER EITH	
		RCC ROOFING,	×
		CERMAMIC FLOORING	
	*	TOGETHER WITH ONE	
		CAR PARKING SPACE,	
		INCLUDING	
		PROPORTIONATE SHARE	
		IN COMMON AREAS SUCH	
		AS PASSAGE, LOBBIES,	
	*	STAIRCASE, LIFT, ETC., IN	
		THE MULTISTORIED	
		RESIDENTIAL BUILDING	
		KNOWN AS "SRI KRISHNA	24
		SAI ENCLAVE" TOTALLY	
	5	MEASURING AN EXTENT	
		OF 0.28 (TWENTY EIGHT)	



GUNTAS WITH 333 SQ.FT UNDIVIDED SHARE PERTAINING TO YOU'RE THE LOAN (BANGALORE BRANCH).	5	, -
NAME OF THE MORTGAGOR: MR.CHARAN KUMAR R S/O RAMA RAO A		



भारतीय डाक India Post

भारतीय डाक

India Post

RL 1100950160 (110095) FL A RIXXX54804761H Counter No:1, OP-Code: (V)1 TO: CHANGE.

DANGALIKE (FO, PIM:560001 From: KOTAK MA-UNDRA BANK LTD , MOLDA 201313 Wt:40grams, Amt:32.00 ,02/02/2024 ,10;29 <<Track on www.indiapost.gov.in>>

FAL 1100950160 (110095) Counter No:1,(P-Code:00)1 TO:SUCHITRA,

PARALIFE GO., PIN:560001 From: KOTAK WHIMING BANK LTD , HOLDA 201313 Wtx40grams, Amt:32.00 ,02/02/2024 ,10:28 <

भारतीय डाक FAL 1100950169 (110095) FIL A ROXXX54813X41H Counter Host, OP-Code:001 India Post

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भारतीय डाक FL 1100950148 (110095) RL A R00054810451N Counter Mosi, CP-Code: 001 India Post To:CHARAN KIMAR R. SHIMIGA HO, PIN:577201 From: KOTAK MAHINDRA BANK LTD , MAIDA 201313 Wit 40grams, April:32.00 #02/02/2024 #10:28 <

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F4 1100950169 (110095) FL A R00054810741N Counter No:1.0P-Code:001 To:SICHITRA,

PANGALONE GPO, PIN:560001 FYOM: KOTAK MYANAWA BANK LTD , MUTUA 201313 Wis40grame, Amt:32.00 ,02/02/2024 ,10:29 <<Track on www.indiapost.gov.in>>





