

NOTICE OF SALE OF MOVABLE PROPERTY TO BORROWER

Ref :98688244/SARFA ESI/02032023/R8939/3

To

1. **Borrower/Applicant.**

1. Mr. MONU S GOPINATH
GOPIKA,KULATHOOR,KARAMANA,
TRIVANDRUM 695002

..... Borrower

Dear Sir,

Ref :Sale of Secured asset-Vehicle MERCEDES BENZ E220 CDI AT bearing Registration Number as KL40J0313

Please refer to the possession notice of the movable property dated **16-11-2023** issued to you and the publication of the said notice in Indian Express and Mangalam in Trivandrum edition on **21-11-2023** by the undersigned for the purpose of realization of secured assets in exercise of the powers conferred on the secured creditors under the provisions of the Securitisation and Reconstruction of Financial assets and Security Interest Act, 2002 and the Rules there under. Till date, you have not made payment to the Bank towards discharge of your liabilities in full and hence we propose to sell the aforesaid movable property on **15 March 2024** as per Rule 6 proviso of the amended rules of Security Interest (Enforcement) Rules 2002

We hereby give you notice of Thirty days that the aforesaid movable property shall be sold by the undersigned at **3.00 P.M on 15 March 2024** at HDFC Bank LTD, 3rd Floor, PREMIER TOWERS, AYRVEDA COLLEGE JUNCTION, MG ROAD, TRIVANDRUM 695001

A copy of the notice inviting tenders for sale containing particulars of the movable property, earnest money deposit, date and time fixed for inspection, last date for submission of offers and date, time and place of sale is enclosed for your information.

It is needless to add that you are entitled to redeem the securities by making payment of our dues with all costs, charges and expenses any time before the above date fixed for sale.

The Sale notice is also published in the website www.hdfcbank.com

Yours faithfully,

Date : 30-01-2024

Place : Trivandrum

Authorised Officer

HDFC Bank Ltd.

APPENDIX 11 A
SALE NOTICE OF MOVABLE PROPERTY

Whereas under section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, a notice dated **30-03-2023**, for the recovery of a sum of **Rs. 16,12,956.76/-** (Rupees Sixteen Lacs Twelve Thousand Nine Hundred and Fifty Six and Seventy Six Paise Only) from (1) **Mr. MONU S GOPINATH, GOPIKA, KULATHOOR, KARAMANA, TRIVANDRUM 695002** .(Hereinafter referred to as 'the borrower') was issued to the borrower.

And whereas the secured assets mentioned in the schedule were taken possession on **16-11-2023** Whereas the sale of secured asset is to be made to recover the secured debt. The notice of the possession of the Asset was issued to the borrowers by way of registered post and the same was also published in the Trivandrum Edition of Indian Express and Mangalam on 21-11-2023

And Whereas the Secured asset is to be made to recover the secured debt. Total loan of **Rs.1349225.37/-** (Rupees Thirteen Lacs FortyNine Thousand Two Hundred and Twenty Five and Thirty Seven Paise only) as on **20-01-2024**, plus interest, cost and other charges from **20-01-2024**

Notice is hereby given that, in the absence of any postponement/ discontinuance of the sale, the said property shall be sold by tender at **3 P.M.** on the said on **15 March 2024** at **HDFC Bank LTD, 3rd Floor, PREMIER TOWERS, AYRVEDA COLLEGE JUNCTION, MG ROAD, TRIVANDRUM 695001**

The sealed tenders for the purchase of the property shall be received by the Authorized Officer of the Bank till **01.00 PM on the said 15 March 2024**

The sale of the property will be in as is where is condition and the liabilities and claims attaching to the said property, so far as they have been ascertained, are specified in the Schedule.

The description of the property that will be put up for sale is in the Schedule. The sale will also be stopped if, amount due as aforesaid, interest and costs (including the cost of the sale) are tendered to the 'Authorized Officer' or proof is given to his satisfaction that the amount of such secured debt, interest and costs has been paid.

At the sale, the public generally is invited to submit their tender personally. No officer or other person, having any duty to perform in connection with this sale shall, however, directly or indirectly bid for, acquire or attempt to acquire any interest in the property sold.

Notwithstanding anything stated above, it is open to the Bank to appoint a representative and to make self-bid and participate in the auction.

If the Borrower pays the amount due to the Bank in full before the date of sale, the sale is liable to be stopped.

The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules, 2002 and to the following further conditions:

The particulars specified in the Schedule herein below have been stated to the best of the information of the undersigned, but the undersigned shall not be answerable for any error, misstatement or omission in this proclamation.

The reserve price, below which the property shall not be sold, is **Rs. 11,70,000/- (Rupees Eleven Lakhs Seventy Thousand only)**

All the tenders submitted for the purchase of the property shall be accompanied by a sum of **Rs 1,17,000/-** (Rupees One Lac Seventeen Thousand only) by way of a Demand Draft favouring the HDFC BANK Ltd. payable at Trivandrum . The Demand Drafts will be returned to the unsuccessful bidders.

In the event of any dispute arising as to the amount bid, or as to the bidder, the lot shall at once again be put up to auction.

The highest bidder shall be declared to be the purchaser of any lot provided always that he is legally qualified to bid and provided further that the amount bid by him is not less than the reserve price. It shall be in the discretion of the 'Authorized Officer' to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.

For reasons recorded, it shall be in the discretion of the 'Authorized Officer' to adjourn/discontinue the sale.

Inspection of the property can be done on or before **29-02-2024 between 9.00 AM and 4.00 PM.**

The person declared to be the purchaser shall, immediately after such declaration, deposit twenty-five per cent of the amount of purchase money to the 'Authorized Officer' and, in default of such deposit, the property shall forthwith be put up again and resold.

In case the initial deposit is made as above said, the balance amount of the purchase money payable shall be paid by the purchaser to the 'Authorized Officer' on or before the 15th day from the date of confirmation of the sale of the property, exclusive of such day, or if the 15th day be a Sunday or other holiday, then on the first office day after the 15th day. In default of payment within the period mentioned above, the property shall be resold, after the issue of a fresh proclamation of sale. The deposit shall stand forfeited to the Bank and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.

DESCRIPTION OF THE MOVABLE PROPERTY

Sale of Secured asset-Vehicle MERCEDES BENZ E220 CDI AT bearing Registration Number as KL40J0313

Asset - MERCEDES BENZ E220 CDI AT
Makers Name - MERCEDES-BENZ INDIA LTD
Reg No. - KL40J0313
Engine No. - 465192431176127
Chassis No. - WDD2120026L028011

Revenue assessed upon the property or any part thereof :- NIL

Details of any encumbrances, known to the Bank, to which the property is liable:- NIL

Claims, if any, which have been put forward to the property and any other known particulars bearing on its nature and value, Nothing other than the above

Dated at this the 30-01-2024

AUTHORISED OFFICER

HDFC BANK LTD.