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SHD  
31-7-24  
Kotak Mahindra Bank

Registered/ Speed Post

Dated: 31.07.2024

1. **Mr. Sulthanmaitheen S** (Borrower)  
S/o Mr. Sikkandar
2. **Mrs. Noorjahan S** (Co-Borrower)  
W/o Mr. Sulthanmatheen S
3. **M/S PMS Store** (Co-Borrower)  
Through its proprietor Mr. Sulthanmaitheen S  
At:  
No.4/24-A, Main Road, Koombur,  
Vedasandur TK, Dindigul District,  
Tamil Nadu -624710

**All Also At:**

No. 5/27/1, Koombur, Settiyapatti,  
Puthur, Pudurchettiapatti, Dindigul,  
Tamil Nadu- 624710

**All Also At:**

Old S.No.782/2, New S.No.1034/19,  
Chettiyapattypudhur, Koombur Village,  
Vedasanthur Taluk, Dindigul- 624710

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **08.04.2021** issued by Fullerton India Home Finance Company Limited (hereinafter referred to as "**FIHFCL**") 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 Loan Account No. **604107510210985** wherein FIHFCL had called upon you to pay the dues of **Rs. 7,73,760.16 /-(Rupees Seven Lakh Seventy Three Thousand Seven Hundred Sixty and Sixteen Paise Only)** due and payable as on **07.04.2021** along with future interest applicable from **08.04.2021** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by FIHFCL within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. FIHFCL has vide an assignment agreement dated **28.03.2023** ("**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 FIHFCL 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 become the absolute owner of the said

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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.





account(s) and all rights, title and interest in respect of the outstanding amount pertaining to above said account(s) is now vested with The Bank.

- 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 the FIHFCL has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 28.06.2021 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9. Thereafter FIHFCL has handed over the possession of the property to KMBL on dated 16.05.2023.
- After taking possession of the secured asset, inspection was carried out by approved valuer in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002. On the basis of the report of the valuer, secured asset was put on auction by KMBL on 20.02.2024 with the Reserve Price of Rs.4,80,000/- (Rupees Four Lakh Eighty Thousand Only). However the said auction failed for want of bidders.
- Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs.4,80,000/- (Rupees Four Lakh Eighty Thousand Only) below which the said secured asset will not be sold and which sale will be on **"as is where is", "as is what is basis" and "whatever there 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"** 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 on **"as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receives the entire outstanding amount i.e. **Rs. 13,16,873/- (Rupees Thirteen Lakh Sixteen Thousand Eight Hundred and Seventy Three Only)** as of **31.07.2024** along with future interest applicable from **01.08.2024** in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen days) from the date of the present notice. Please note that if in case auction scheduled herein fails for any reason whatsoever then the bank may again enforce the security interest by putting the said secured asset on sale through public auction or private treaty as per its discretion. Please also note that you are further liable to make good the loss incurred after sale of the secured asset, if any.
- The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A" as per the below schedule:-

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	22.08.2024
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	21.08.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd- #185, 2 <sup>nd</sup> Floor, Mount Road, Anna Salai, Chennai 600 006 (Land Mark :Above MG Car Showroom and Next to thousand lights Metro Railway station)
5	MODE OF AUCTION	E-auction through website <a href="http://BANKAUCTIONS.IN/">HTTP://BANKAUCTIONS.IN/</a>





Kotak Mahindra Bank

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) days for sale of the said 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 also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).

**For Kotak Mahindra Bank Limited**

**Authorized Officer**



**ANNEXURE – “A”**

<b>Name of the Borrowers &amp; Loan Account No.</b>	
Name of the borrowers	1. Mr. Sulthan Maitheen S 2. Mrs. Noorjahan S 3. M/S PMS Store
Loan account no.	604107510210985
<b>Amount outstanding</b>	
Rs. 13,16,873/- (Rupees Thirteen Lakh Sixteen Thousand Eight Hundred and Seventy Three Only) as of 31.07.2024 along with future interest applicable from 01.08.2024 until payment in full and other charges.	
<b>Description of the Mortgaged property</b>	
All that piece and parcel of land with building at Dindigul District, Palani Registration District, Vedasandur Sub Registration District, Vedasandur Taluk, Koombur Village, Old Natham S.No. 782/2, Corresponding to New Natham S.No. 1034/19 measuring East to West 42 ½ feet on both sides and North to South 54 feet on both sides, in all measuring 2295 sq.ft. along with the RCC roof building constructed thereon in 763 ¼ sq.ft.  Bounded as: West: vacant site and compound wall East : Vacant site South: House belongs to Abdul Hye and Abdul Rasheeth North: Schedule A item No.2 Property owned by Faritha Begam	
<b>Name of the mortgagor:</b> Mr. Sulthan Maitheen S	
<b>Reserve Price (in INR) &amp; EMD (in INR)</b>	
Reserve price:	Rs.4,80,000/- (Rupees Four Lakh Eighty Thousand Only)
EMD:	Rs. 48,000/- (Rupees Forty Eight Thousand only)



भारतीय डाक



RL 2013010120 <201301>  
RL A RU4961140RUM  
Counter No:1,OP-Code:OP-R  
To:PNB STORE,  
OINORGL H O, PIN:629001  
From:KOTAK MAHINDRA BANK LTD , NUIDA  
Wt:40grams,  
PS:32.00, ,01/04/2014 ,09:48  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>  
RL A RU4961140RUM  
Counter No:1,OP-Code:OP-R  
To:NDK/WHN S,  
OINORGL H O, PIN:629001  
From:KOTAK MAHINDRA BANK LTD , NUIDA  
Wt:40grams,  
PS:32.00, ,01/04/2014 ,09:48  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



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RL A RU4961141RUM  
Counter No:1,OP-Code:OP-R  
To:NDK/WHN S,  
OINORGL H O, PIN:629001  
From:KOTAK MAHINDRA BANK LTD , NUIDA  
Wt:40grams,  
PS:32.00, ,01/04/2014 ,09:49  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>  
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RL 2013010120 <201301>  
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Wt:40grams,  
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RL 2013010120 <201301>  
RL A RU4961147RUM  
Counter No:1,OP-Code:OP-R  
To:SUN/WHN/WHN,  
OINORGL H O, PIN:629001  
From:KOTAK MAHINDRA BANK LTD , NUIDA  
Wt:40grams,  
PS:32.00, ,01/04/2014 ,09:49  
<<Track on www.indiapost.gov.in>>