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Sho  
28/2/24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 28.02.2024

1. **MR. NEELAKANDAN C**  
**S/O MR. CHOCKLINGAM** (BORROWER)
2. **MRS. THILAGAVATHI N**  
**D/O MR. MANNACHARI** (CO-BORROWER)
3. **M/S. SHRI KUMARAN TIMBER AND FURNITURES MART**  
**THROUGH ITS PROPRIETOR MR. NEELAKANDAN C** (CO-BORROWER)

**ALL AT:**

NO.38 CHIDAMBARAM NAGAR, GRIBLESPET,  
ARAKKONAM VELLORE, SR GATE, ARAKKONAM,  
VELLORE, TAMIL NADU - 631002

**ALL ALSO AT:**

S.NOS. 109/1, FLAT NO.C3, SECOND FLOOR, PLOT NO. 14,  
BSA APARTMENTS, VENKATESHWARA NAGAR, AMALANATHAM  
STREET, POZHICHALUR, CHENNAI - 600074

Dear Sir/Madam,

**Sub: Notice for Sale of the Mortgaged Property**

1. We refer to Demand Notice dated **26.03.2021** issued by Fullerton India Home Finance Company Ltd (hereinafter referred to as "**FIHFCL**") 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. 603607210478648 wherein FIHFCL had called upon you to pay the dues of Rs. 36,22,447.40/- (Rupees Thirty Six Lakh Twenty Two Thousand Four Hundred Forty Seven And Paise Forty Only) due and payable as on 25.03.2021 along with future interest applicable from 26.03.2021 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, 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 FIHFCL and all right, title and interest of FIHFCL 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 FIHFCL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 12.09.2022 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with

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.



Rules 8 & 9 and in pursuance of order dated 27.06.2022, passed by Ld. Special Judge Cum Judicial Magistrate, Chengalpat, under Section 14 of the said SARFAESI Act.

4. After taking physical 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 report of valuer, auction of the Secured Asset as mentioned in Annexure "A" was conducted on various occasions. However, they all failed for want of bidders. Details of said auctions are mentioned below:

Auction Date	Reserve Price	Sale Notice Date
30.09.2021	Rs. 30,10,000/-	18.08.2021
10.10.2022	Rs. 31,00,000/-	20.09.2022
14.11.2022	Rs. 26,35,000/-	27.10.2023
12.10.2023	Rs. 23,00,000/-	12.09.2024
12.12.2023	Rs. 23,00,000/-	23.11.2023
20.02.2024	Rs. 23,00,000/-	29.01.2024

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 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. 53,22,242/- (Rupees Fifty Three Lakh Twenty Two Thousand Two Hundred Forty Two Only)** as 21.02.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 22.02.2024 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	DETAILS
1	DATE OF AUCTION	19-03-2024
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	18-03-2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., No. 185, 2 <sup>ND</sup> FLOOR, MOUNT ROAD, ANNA SALAI, CHENNAI - 600006
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE <a href="http://BANKAUCTIONS.IN/">HTTP://BANKAUCTIONS.IN/</a>

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.





Kotak Mahindra Bank

9. Post the expiration of the said 15 (Fifteen) 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.

**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. NEELAKANDAN C  2. MRS. THILAGAVATHI N  3. M/S. SRI KUMARAN TIMBER AND FURNITURES MART  LOAN NO. <b>603607210478648</b>	Rs. 53,22,242/- (Rupees Fifty Three Lakh Twenty Two Thousand Two Hundred forty Two Only) AS OF 21.02.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 22.02.2024 UNTIL PAYMENT IN FULL.	ALL THAT PIECE AND PARCEL OF TWO BEDROOM FLAT NO. C3, HAVING SUPER BUILTUP AREA OF 882 SQ.FT, (INCLUDING COMMON AREA) SITUATED ON THE SECOND FLOOR OF BUILDING NAMEDLY BSA APARTMENTS, HAVING 315 SQ.FT. UNDIVIDED SHARE OF LAND MEASURING TO AN EXTENT OF 2925 SQ.FT. BEARING PLOT NO. 14, AMALANATHAN STREET, VENKATESHWARA NAGAR, POZHICALUR, CHENNAI - 600074, COMPRISED IN SURVEY NO 109/1 AND 114/3 AS PER PATTAN NEW SURVEY NOS 109/1B & 114/3B PATTAN NO. 648 POZHICALUR VILLAGE ALANDHUR TALUKA, KANCHEEPURAM DISTRICT  BOUNDARIES: NORTH BY : 40 FEET SOUTH BY : VACANT PLOT EAST BY: 24 FEET ROAD WEST BY: PLOT NO. 15  AND MEASURING ON THE : NORTH SIDE :- 45 FEET EASTERN SIDE :- 62 FEET	RESERVE PRICE RS. 23,00,000/- (RUPEES TWENTY THREE LAKH ONLY)  EMD: RS. 2,30,000/- (RUPEES TWO LAKH THIRTY THOUSAND ONLY)





		<p>SOUTHERN SIDE :- 45 FEET WESTERN SIDE :- 68 FEET IN ALL ADMEASURING AN EXTEND OF 2925 SQ.FT SITUATED WITH IN THE SUB REGISTRATION DISTRICT OF CHENNAI SOUTH SUB- REGISTRATION DISTRICT OF PAMMAL</p> <p>NAME OF THE MORTGAGOR; MRS. THILAGAVATHI N</p>	
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RL 2013010120 <201301>  
RL A RU655619996IN  
Counter No:1, CP-Code:CFER  
To:MEELAKANDAM,  
VELLORE, PIN:632001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00, ,29/02/2024 ,09:20  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
RL A RU655620005IN  
Counter No:1, CP-Code:CFER  
To:THILAGAWATHI,  
VELLORE, PIN:632001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00, ,29/02/2024 ,09:20  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
RL A RU655620019IN  
Counter No:1, CP-Code:CFER  
To:SHRI KUMARAN,  
VELLORE, PIN:632001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00, ,29/02/2024 ,09:20  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
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Counter No:1, CP-Code:CFER  
To:SHRI KUMARAN,  
MADRAS GPO, PIN:600001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00, ,29/02/2024 ,09:21  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
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Counter No:1, CP-Code:CFER  
To:MEELAKANDAM,  
VELLORE, PIN:632001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00, ,29/02/2024 ,09:20  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
RL A RU655620040IN  
Counter No:1, CP-Code:CFER  
To:THILA,  
MADRAS GPO, PIN:600001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00, ,29/02/2024 ,09:21  
<<Track on www.indiapost.gov.in>>

