



SLV'S
7/12/23

o/c

Kotak Mahindra Bank

Registered Post

Dated: 07.12.2023

1. S VENKATESAN

S/O LATE SAGADEVAN

AT:

D. NO. 4/5 NEW 1/3, ELIM COTTAGE, JAYA GARDEN
V G RAO NAGAR GANAPATHY COIMBATORE- 641006

ALSO AT:

S VENKATESAN

S/O LATE SAGADEVAN

SF NO. 36, V G RAO NAGAR, GANAPATHY,
KRISHNARAYAPURAM SIVANANDHAPURAM,
SARAVANAMPATTI VILLAGE, COIMBATORE-641035

ALSO AT:

S VENKATESAN

S/O LATE SAGADEVAN

M/S HERBON ENTERPRISES

30-E DR. NANJAPPA ROAD OPP CHURCH
COIMBATORE TAMILANDU- 641018

2. V SANGEETHA

AT:

D. NO. 4/5 NEW 1/3, ELIM COTTAGE, JAYA GARDEN
V G RAO NAGAR, GANAPATHY COIMBATORE- 641006

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Statutory Demand Notice dated **16.10.2019** issued by **Bajaj Finance Limited (hereinafter referred to as "BFL")** 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. **421LAP14339632** wherein BFL had called upon you to pay the dues of **Rs. 1,43,83,364/- (Rupees One Crore Forty Three Lakh Eighty Three Thousand Three Hundred Sixty Four Only)** is outstanding as on **19.04.2017** with further interest per annum from **20.04.2017** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by BFL within 60 days from the date of the said Statutory Demand Notice. You have since then failed and neglected to pay the outstanding amount as demanded.
2. BFL has vide an assignment agreement effective from **22.08.2019 ("Assignment Agreement")** has assigned the debts due and payable by you in favour of Kotak Mahindra Bank Ltd. (hereinafter referred to as "KMBL/The Bank") along with all the rights, title, interests, benefits in the facilities granted by BFL 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 BFL and all right, title and interest of BFL in respect of Outstanding Amount is now vested with the Bank.



Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No./

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.

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 Authorized officer of KMBL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rules 8 & 9 and in pursuance of order dated 07.3.3022 , passed by Hon'ble Chief Judicial Magistrate, Coimbatore, under Section 14 of the SARFAESI Act, on 25.11.2022.
4. 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 and 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
17.02.2023	Rs. 65,00,000/-	03.01.2023
17.03.2023	Rs. 65,00,000/-	24.02.2023
18.10.2023	Rs. 65,00,000/-	26.09.2023

5. Subsequent to the Assignment of loan account in its favour , for recovering its legal dues, KMBL is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" will not be sold and which sale will be on "as is where is basis and as is what is basis and whatever there 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 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 is basis & Whatever there is basis'**, unless we receive the entire outstanding amount i.e **Rs.1,65,38,739/-(-)(RUPEES ONE CRORE SIXTY FIVE LAKHS THIRTY EIGHT THOUSAND SEVEN HUNDRED AND THIRTY NINE ONLY)** as of 01.12.2023 along with future interest applicable from 02.12.2023 and other charges as demanded in the instant-notice, within the statutory period of 15 (Fifteen) days, from the date of 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 note 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	28.12.2023
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	27.12.2023 UP TO 6:00 P M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD. 2ND FLOOR, SRINIVAS BHAVAN, AVINASHI ROAD, COIMBATORE -641018.
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE https://bankauctions.in/





Kotak Mahindra Bank

8. Please treat this notice as Notice under Rule 8(5) read with proviso to Rule 9 Clause (1) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers a notice of 15 (Fifteen) days for sale of the secured asset.
9. The borrower's attention is invited to the provisions of sub section 8 of section 13, of the SARFAESI act, in respect of the time available, to redeem the secured asset.
10. 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.

For Kotak Mahindra Bank Limited



Authorized Officer

Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No.7

Sector-123, Noida

Uttar Pradesh - 201 313

+91 120 6173761

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Registered Office:

27 BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai 400051,

Maharashtra, India.

ANNEXURE – “A”

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1. S VENKATESAN S/OLATE SAGADEVAN 2. V SANGEETHA LOAN NO. 421LAP14339632	RS. 1,65,38,739/- (RUPEES ONE CRORE SIXTY FIVE LAKHS THIRTY EIGHT THOUSAND SEVEN HUNDRED AND THIRTY NINE ONLY) AS OF 01.12.2023 ALONG WITH FUTURE INTEREST APPLICABLE FROM 02.12.2023 IN FULL WITH COST AND CHARGES.	ALL PIECE AND PARCEL OF LAND AND BUILDING AT COIMBATORE REGISTRATION DISTRICT, GANDHIPURAM SUB-DISTRICT, COIMBATORE TALUK, SARAVANAMPATTI VILLAGE, S F NO 224, PANJARKADAI STREET ADMEASURING 979 SQ. FT. OF HOUSE SITE TOGETHER WITH PATHWAY RIGHTS, IN THIS 88 SQ. FT. OF LAND OF PATHWAY IN ALL TALLING 1067 SQ. FT. AND BOUNDED ON WEST OF SOUTH NORTH ROAD; EAST OF PROPERTY OF BADRUDEEN; SOUTH OF PROPERTY OF DEVANNA GOUNDER; AND NORTH OF PROPERTY OF SARAVANAN & BADRUDEEN AND 4FT WIDE PATHWAY ITEM NO 2: COIMBATORE REGISTRATION DISTRICT, GANDHIPURAM SUB-DISTRICT, COIMBATORE TALUK, SARAVANAMPATTI VILLAGE, S F NO 224, PANJARKADAI STREET, ADMEASURING 1023 SQ FT OF HOUSE SITE TOGETHER WITH PATHWAY RIGHTS IN THIS 88 SQ. FT. OF LAND OR PATHWAY IN ALL TOTALING 1111 SQ. FT. AND BOUNDED ON:	RESERVE PRICE RS. 65,00,000/- (RUPEES SIXTY FIVE LAKH ONLY) EMD: RS.6,50,000/- (RUPEES SIX LAKH FIFTY THOUSAND ONLY)





Kotak Mahindra Bank

		<p>WEST OF PROPERTY OF SARVANAN AND 4 FT. PATHWAY; EAST OF SOUTH NORTH ROAD; SOUTH OF PROPERTY OF DEVANNNA GOUNDER; NORTH OF PROPERTY OF RAMATHAL</p> <p>BOTH ITEM 1 & 2 ADMEASURING IN AGGREGATE 2178 SQ FT. WITH PATHWAY RIGHTS AND RCC BUILDING THEREON.</p> <p>NAME OF THE MORTGAGOR: S VENKATESAN S/O LATE SAGADEVAN</p>	
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RL 1100510164 <110051>
RL B RU2256617731N
Counter No:2,OP-Code:1
To:VENKATESAN,
COIBATORE, PIN:641006
From:KOTAK MAHINDRA BANK , DELHI
Wt:40grams,
Amt:27.00 ,08/12/2023 ,10:47
<<Track on www.indiapost.gov.in>>

18% G.S.T.



RL 1100510164 <110051>
RL B RU2256617871N
Counter No:2,OP-Code:1
To:VENKATESAN,
COIBATORE, PIN:641035
From:KOTAK MAHINDRA BANK , DELHI
Wt:40grams,
Amt:27.00 ,08/12/2023 ,10:47
<<Track on www.indiapost.gov.in>>

18% G.S.T.



RL 1100510164 <110051>
RL B RU2256617951N
Counter No:2,OP-Code:1
To:VENKATESHA,
COIBATORE, PIN:641018
From:KOTAK MAHINDRA BANK , DELHI
Wt:40grams,
Amt:27.00 ,08/12/2023 ,10:48
<<Track on www.indiapost.gov.in>>

18% G.S.T.



RL 1100510164 <110051>
RL B RU2256618001N
Counter No:2,OP-Code:1
To:V SANDEETHA,
COIBATORE, PIN:641006
From:KOTAK MAHINDRA BANK , DELHI
Wt:40grams,
Amt:27.00 ,08/12/2023 ,10:48
<<Track on www.indiapost.gov.in>>

18% G.S.T.

