



o/c
8W0
24/11/23

Kotak Mahindra Bank

Registered Post

Dated: 23-11-2023

1. **MR. KALESHWARAN SM**

(BORROWER)

AT:

NO.506,SF3,2ND FLOOR,POORNI HOMES,
6TH MAIN ROAD,SADASIVAM NAGAR,
MADIPAKKAM, CHENNAI 600 091

ALSO AT:

NO.154,PLOT NO.133, FLAT C, GROUND FLOOR,
3RD MAIN ROAD, SADASIVAM NAGAR,
MADIPAKKAM,CHENNAI 600 091

2. **MR. RAMYA P**

(CO-BORROWER)

AT:

NO.506,SF3, 2ND FLOOR,POORNI HOMES,
6TH MAIN ROAD,SADASIVAM NAGAR,
MADIPAKKAM, CHENNAI 600 091

ALSO AT:

NO.154,PLOT NO.133, FLAT C, GROUND FLOOR,
3RD MAIN ROAD, SADASIVAM NAGAR,
MADIPAKKAM,CHENNAI 600 091

3. **M/S ANDAVAR PROTEINS**

(CO-BORROWER)

NO.506,SF3,2ND FLOOR,POORNI HOMES,
6TH MAIN ROAD,SADASIVAM NAGAR,
MADIPAKKAM, CHENNAI 600 091

ALSO AT:

NO.154,PLOT NO.133, FLAT C, GROUND FLOOR,
3RD MAIN ROAD, SADASIVAM NAGAR,
MADIPAKKAM,CHENNAI 600 091

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 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. 603607210427136 wherein FIHFCL had called upon you to pay the dues of Rs. 14,38,547.02/- (Rupees Fourteen Lakh Thirty Eight Thousand Five Hundred and Forty Seven Paise Two 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.

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.





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 Possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 26.06.2021 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 of the SARFAESI Act.
4. After taking possession of the secured asset, the said property was put on auction by FIHFCL in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 on on 30.09.2021. The auction conducted have 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".
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 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. 19,90,893 /-(Rupees Nineteen Lakh Ninety Thousand Eight Hundred Ninety Three Only)** as 20.11.2023 Along With Future Interest Applicable From 21.11.2023 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. 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".





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., 7th Floor, Plot No.-7, Sector -125,Noida Uttar Pradesh-201313
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTP://BANKAUCTIONS.IN/

- 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.
- 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.
- 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”

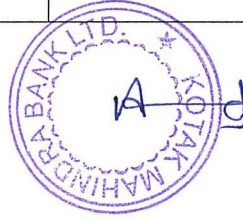
NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
<p>1. MR. Kaleshwaran SM 2. Mrs. Ramya P 3. M/S Andavar Proteins</p> <p>LOAN NO. 603607210427136</p>	<p>Rs.19,90,893/- (Rupees Nineteen Lakh Ninety Thousand Eight Hundred Ninety Three Only) as 20.11.2023 ALONG WITH FUTURE INTEREST APPLICABLE FROM 21.11.2023 UNTIL PAYMENT IN FULL.</p>	<p>All that piece and parcel of land and Flat, Plot No.133, 3rd Main Road, Sadasivam Nagar, Madipakkam, Chennai - 600091, measuring an extend of 254.75 sqft, Undivided Share of Land out of 3600 Sqft, together with Flat no. C, Ground Floor, Flat Measuring 391 sqft, (including common area) Flat known as M/S Priya Shelters Private Limited Comprised in S Nos 101, 101 Part, situated at madipakkam Village, Sholinganallur Taluk, Kancheepuram District, now Chennai District, with all Fixture and fittings electrical installations TNEB service connection along with its security deposits and service connections charges and all common amenities provided thereon.</p> <p>BOUNDARIES</p> <p>North :3rd Main road Sadasivam Nagar</p>	<p>RESERVE PRICE: RS. 11,75,000/- (RUPEES ELEVEN LAKH SEVENTY FIVE THOUSAND ONLY)</p> <p>EMD: RS. 1,17,500/- (RUPEES ONE LAKH SEVENTEEN THOUSAND FIVE HUNDRED ONLY)</p>





Kotak Mahindra Bank

		<p>South : Plot Nos 185 and 186 East : Plot No. 135 West: Plot No. 131 Property of Mr. Mani Land.</p> <p>Admeasuring 148.41 Sq.Mt</p> <p>Within the registration district of south Chennai and sub registration district of Velachery.</p> <p>Mortgagor: MR. S M Kaleshwaran</p>	
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RL 1100510164 <110051>
RL A RD2422897797N

Counter No:1,OP-Code:1
To:ANDAMAR,

CHENNAI, PIN:600091

From:KOTAK MAHINDRA BANK, DELHI

Wt:80grams,

Am:37.00 ,25/11/2023 ,15:29

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100510164 <110051>
RL A RD2422899051N

Counter No:1,OP-Code:1
To:RAMYA P,

CHENNAI, PIN:600091

From:KOTAK MAHINDRA BANK, DELHI

Wt:80grams,

Am:37.00 ,25/11/2023 ,15:30

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100510164 <110051>
RL A RD2422897821N

Counter No:1,OP-Code:1
To:ANDAMAR,

CHENNAI, PIN:600091

From:KOTAK MAHINDRA BANK, DELHI

Wt:80grams,

Am:37.00 ,25/11/2023 ,15:29

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100510164 <110051>
RL A RD2422898151N

Counter No:1,OP-Code:1
To:KALESHWARAV,

CHENNAI, PIN:600091

From:KOTAK MAHINDRA BANK, DELHI

Wt:80grams,

Am:37.00 ,25/11/2023 ,15:30

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100510164 <110051>
RL A RD2422897961N

Counter No:1,OP-Code:1
To:RAMYA P,

CHENNAI, PIN:600091

From:KOTAK MAHINDRA BANK, DELHI

Wt:80grams,

Am:37.00 ,25/11/2023 ,15:30

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100510164 <110051>
RL A RD2422898221N

Counter No:1,OP-Code:1
To:KALESHWARAV,

CHENNAI, PIN:600091

From:KOTAK MAHINDRA BANK, DELHI

Wt:80grams,

Am:37.00 ,25/11/2023 ,15:30

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post