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1/2/24

Kotak Mahindra Bank

Registered Post

Dated : 01.02.2024

1. MR. SULTHAN MAITHEEN S

AT: NO.5/27/1, KOOMBUR, SETTIYAPATTI
PUTHUR, VEDASANDUR TK,
DINDIGUL - 624710.
Email: SULTHANMAITHEENS@GAMIL.COM

(APPLICANT)

ALSO AT:-

NO.4/24-A, MAIN ROAD, KOOMBUR
VEDASANDUR TK, DINDIGUL - 624710

2. MRS. NOORJAHAN S

AT: NO.5/27/1, KOOMBUR, SETTIYAPATTI
PUTHUR, VEDASANDUR TK,
DINDIGUL - 624710.

(CO-APPLICANT)

ALSO AT:-

NO.4/24-A, MAIN ROAD, KOOMBUR
VEDASANDUR TK, DINDIGUL - 624710

3. M/S P.M.S. STORE

AT: NO.4/24-A, MAIN ROAD, KOOMBUR
VEDASANDUR TK, DINDIGUL - 624710

(CO-APPLICANT)

ALSO AT:-

NO.5/27/1, KOOMBUR, SETTIYAPATTI PUTHUR,
VEDASANDUR TK,
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 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. 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, 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

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.





Kotak Mahindra Bank

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.

- 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 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 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
30.09.2021	Rs. 6,90,000/-	19.08.2021
25.01.2023	Rs. 6,25,000/-	07.01.2023
06.10.2023	Rs. 4,80,000/-	30.10.2023
03.01.2024	Rs. 4,80,000/-	13.12.2023

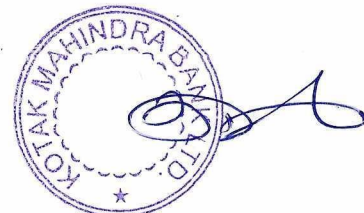
- Subsequent to the Assignment of loan account in its favour , for recovering its legal dues, The Bank is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Asset will not be sold and which sale will be on "as is where is and whatever is basis".
- 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. 12,47,899/- (Rupees Twelve Lakh Forty Seven Thousand Eight Hundred Ninety Nine Only)** as of 01.02.2024 along with future interest applicable from 02.02.2024 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.
- 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	20.02.2024
2	TIME OF AUCTION	12:00 PM TO 1:00 PM WITH UNLIMITED EXTENSION OF 5 MINUTES

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.





Kotak Mahindra Bank

3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	19.02.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., #185, 2ND FLOOR, MOUNT ROAD, ANNA SALAI, CHENNAI 600 006
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE http://bankauctions.in/

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.
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.

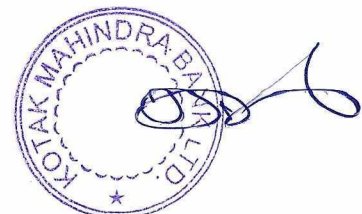
For Kotak Mahindra Bank Limited



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.SULTHAN MAITHEEN S 2. MRS.NOORJAHAN S 3. M/S P.M.S. STORE LOAN NO. 604107510210985	Rs. 12,47,899/- (Rupees Twelve Lakh Forty Seven Thousand Eight Hundred Ninety Nine Only) AS OF 01.02.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 02.02.2024 UNTIL PAYMENT IN FULL.	ALL THAT PART 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 WEST 42 1/2 FEET ON BOTH SIDES AND NORTH 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 ON: NORTH: HOUSE BELONGS TO ABDUL HYE AND ABDUL RASHEETH EAST: VACANT SITE AND COMPOUND WALL SOUTH: SCHEDULE A ITEM NO.2 PROPERTY OWNED BY FARITHA BEGAM WEST: VACANT SITE THE TOTAL EXTENT OF 2295 SQ.FT LAND WITH RESIDENTIAL BUILDING WITH ALL THE USUAL AMENITIES THEREIN THE PLOT. NAME OF THE MORTGAGOR: MR. SULTHAN MAITHEEN S	RESERVE PRICE RS. 4, 80,000/- (RUPEES FOUR LAKH EIGHTY THOUSAND ONLY) EMD: RS. 48,000/- (RUPEES FORTY EIGHT THOUSAND ONLY)



RL 1100950168 <110095>

RL A RD005480431IN

Counter No:1,CP-Code:001

To: SULTHAN,

DINDIGUL H O, PIN:624001

From: KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:40grams,

Amt:32.00 ,02/02/2024 ,10:26

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

भारतीय डाक



India Post

RL 1100950168 <110095>

RL A RD005480326IN

Counter No:1,CP-Code:001

To: P N S STORE,

DINDIGUL H O, PIN:624001

From: KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:40grams,

Amt:32.00 ,02/02/2024 ,10:26

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

भारतीय डाक



India Post

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DINDIGUL H O, PIN:624001

From: KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:40grams,

Amt:32.00 ,02/02/2024 ,10:26

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भारतीय डाक



India Post

RL 1100950168 <110095>

RL A RD005480312IN

Counter No:1,CP-Code:001

To: MURJAHAN,

DINDIGUL H O, PIN:624001

From: KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:40grams,

Amt:32.00 ,02/02/2024 ,10:26

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

भारतीय डाक



India Post

RL 1100950168 <110095>

RL A RD005480564IN

Counter No:1,CP-Code:001

To: MURJAHAN S,

DINDIGUL H O, PIN:624001

From: KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:40grams,

Amt:32.00 ,02/02/2024 ,10:26

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India Post

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RL A RD005480445IN

Counter No:1,CP-Code:001

To: P N S STORE,

DINDIGUL H O, PIN:624001

From: KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:40grams,

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