



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 27.08.2024

1. **Mr. B Mushtaq Ahmed** (Borrower)
S/o Mr. Abdul Basheer Ahmed
2. **Mrs. Zaheda Mushtaq Ahmed** (Co Borrower)
W/o Mr. Mushtaq Ahamed
3. **Mr. Shabeerahamed Basheerahamed** (Co Borrower)
S/o Mr. Basheerahamed
4. **Mrs. Riyana** (Co Borrower)
W/o Mr. Shabeer Ahmed
All At:
D.No.12/300, Pudupattaniyar Street,
Palakkodu, Dharmapuri, Tamil Nadu-636808

All Also At:

RS. No. Old 944/1 RS. No. New 944/43,
Ward No. Old-8, Ward No. New-12,
D.No. Old 26-C, D.No. New 12/300,
Puthu Pattaniyar Street, Palacode Village,
Palacode Taluk, Dharmapuri,
Tamil Nadu-636808

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **11.04.2023** issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**KMBL/The Bank**") 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. 4P9BLSEX436052 wherein we had called upon you to pay the dues of **Rs.30,60,115/- (Rupees Thirty Lakh Sixty Thousand One Hundred and Fifteen Only)** outstanding as on **11.04.2023** with further interest applicable from **12.04.2023** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you under the facilities granted by Bajaj Finance Limited (hereinafter referred to as "BFL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. BFL has vide an assignment agreement dated **30.03.2022** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by BFL with other incidental right thereto including the assignment of the said facility 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 account(s) and all rights, title and interest in respect of outstanding amount pertaining to above said account(s) is now vested with Bank.

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.





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 possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 19.12.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9.
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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.26,00,000/- (Rupees Twenty Six Lakh Only).
5. 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 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 30 (thirty) days from the date of this notice **along with the existing encumbrances if any on 'as is where is basis & As is what is basis & whatever there is basis'**, unless the bank receives the entire outstanding amount i.e., **Rs.36,03,914/- (Rupees Thirty Six Lakh Three Thousand Nine Hundred and Fourteen Only)** outstanding as on **27.08.2024** with further interest applicable from **28.08.2024** until payment in full and other charges as demanded in the said demand notice, within the statutory period of 30 (thirty) 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.
6. 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	03.10.2024
2	TIME OF AUCTION	12:00 p.m. to 01:00 p.m with unlimited extension of 5 minutes
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	01.10.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, No.1050, 2nd Floor, Srinivas Bavan, Avinashi Road, Coimbatore-641018.
5	MODE OF AUCTION	E-auction through website <u>HTTPS://BANKAUCTIONS.IN/</u>

7. Please treat this notice as notice under Rule 8 Clause (5) read with proviso to Rule 8 Clause (6) of the Security Interest (Enforcement) Rules, 2002 providing the addressee, a notice of 30 (thirty) days for sale of the secured asset.
8. Post the expiration of the said 30 (thirty) 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.





Kotak Mahindra Bank

9. The Borrower's attention is invited to the provisions of the Subsection 8 of Section 13 of the Act, in respect of the time available to redeem the secured asset.
10. Should you have any representation to be made in response to this notice, please mark the same to Mr. Velmurugan Kathirvel (Mob No.+919884718338)/Mr. Vignesh S, (Mob No.+ 919092919036) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, e-mail id- rard.customer@kotak.com only, in order to enable us to respond in time. Please note that we shall not be responsible for not responding to any of your representations made in response to this notice if the same is addressed to any other person or place.

For Kotak Mahindra Bank Limited



Authorized Officer

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137

7th Floor, Plot No.7
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Uttar Pradesh - 201 313

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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 & Loan Account No.	
Name of the borrowers	1. Mr. B Mushtaq Ahmed 2. Mrs. Zaheda Mushtaq Ahamed 3. Mr. Shabeerahamed Basheerahamed 4. Mrs. Riyana
Loan account no.	4P9BLSEX436052
Amount outstanding	
Rs.36,03,914/- (Rupees Thirty Six Lakh Three Thousand Nine Hundred and Fourteen Only) outstanding as on 27.08.2024 with further interest applicable from 28.08.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of property bearing Old Natham S.No. 944/1 as per Sub-Division S.No. 944/43, Hectare 252 in this for an extent 2335 ½ Sq.Ft of land, RCC building in Door.No. 12/300, and all other easement rights situated at Dharmapuri District, Dharmapuri Registration District, Palacode SRO, Palacode Village.	
"D" Schedule Mushtaq Ahamed Property Boundaries: East : Hussen Property West : Sabeer Ahamed Property North : Road South : Abdul Kadhar Property	
East West Northern Side 27 Feet, East West Southern Side 27 Feet, North South Eastern Side 43 ¼ Feet North South Western Side 43 ¼ Feet	
Measuring of 1167 ¾ Sq.Ft	
"G" Schedule Sabeer Ahamed Property Boundaries: East : Mushtaq Ahamed Property West : Road North : Road South : Abdul Kadhar Property	
East West Northern Side 27 Feet, East West Southern Side 27 Feet, North South Eastern Side 43 ¼ Feet North South Western Side 43 ¼ Feet	
Measuring of 1167 ¾ Sq.Ft	
Totally measuring of 2335 ½ Sq.ft	
Name of the Mortgagor(s): Mr. B. Mushtaq Ahamed & Mr. Shabeerahamed	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 26,00,000/- (Rupees Twenty Six Lakh Only)
EMD:	Rs. 2,60,000/- (Rupees Two Lakh Sixty Thousand Only)

