



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 17.09.2024

1. **Mr. Ponnuchamy Anniyappu**

(Borrower)

S/o Mr. Anniyappu

At:

K. Pudur, N Pudupatti,
Nadumandalam Village,
Natham Taluk, Dindigul District,
Tamil Nadu- 624401

Also At:

R.S.No.185/3, Kudakipatti Village,
Nadumandalam Natham Taluk,
Dindigul District - 624401

2. **Mrs. Rajamani P**

(Co - Borrower)

W/o Mr. Ponnusamy

Both At:

No.3/334, Puthupati,
Naduamandalam, Dindigul,
Natham, Tamil Nadu - 624401

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 Limited (hereinafter referred to as "FIHFCL") 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. 604107510546007 wherein FIHFCL had called upon you to pay the dues of **Rs.23,35,578.25/- (Rupees Twenty Three Lakh Thirty Five Thousand Five Hundred Seventy Eight and Twenty Five Paisa Only)** due and payable as on **03.04.2021** along with future interest applicable from **04.04.2021** 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, 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

Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No.7

Sector-125, Noida

Uttar Pradesh - 201 313

Registered Office:

27 BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai 400051,

Maharashtra, India.

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www.kotak.com





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respect of the outstanding amount pertaining to above said account(s) 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 Authorized 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 secured asset to bank on 16.05.2023.
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. On the basis of the report of the valuer, secured asset was put on auction by KMBL on 05.03.2024 with the Reserve Price of Rs.11,70,000/- (Rupees Eleven Lakh Seventy Thousand Only). However the said auction failed for want of bidders.
5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs.11,70,000/- (Rupees Eleven Lakh Seventy Thousand Only) below which the said secured asset will not be sold and which sale will be **on "as is where is", "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 the Bank now proposes to sell the secured asset as mentioned in **Annexure "A"** 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 on **"as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receives the entire outstanding amount i.e. **Rs.37,70,629/- (Rupees Thirty Seven Lakh Seventy Thousand Six Hundred Twenty Nine Only)** as of **17.09.2024** along with future interest applicable from **18.09.2024** in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen 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.
7. 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	08.10.2024
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	07.10.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., No. 185, 2 ND FLOOR, MOUNT ROAD, ANNA SALAI, CHENNAI - 600006
5	MODE OF AUCTION	E-auction through website HTTP://BANKAUCTIONS.IN/





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8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) days for sale of the said secured asset.
9. Post the expiration of the said 15 (fifteen) 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.
10. The Borrower's attention is also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).
11. Should you have any representation to be made in response to this notice, please mark the same to Mr. Rajender Dahiya (Mob No. +918448264515)/Mr. Vishal Adisheshan (Mob No. +919941016600) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID– rard.customer care@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
Sector-125, Noida
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. Ponnuchamy Anniyappu 2. Mrs. Rajamani P
Loan account no.	604107510546007

Amount outstanding

Rs.37,70,629/- (Rupees Thirty Seven Lakh Seventy Thousand Six Hundred and Twenty Nine Only) as of 17.09.2024 along with future interest applicable from 18.09.2024 until payment in full and other charges

Description of the Mortgaged property

All that piece and parcel of Dindigul Registration District, Sendurai Sub Registration District, Ayan Kudakipatti Village,

1) Site Compromised in Re-Survey No.185/3, measuring East West 70 Feet on the Northern Side and 72 feet on the Southern side, North South 70 feet on the Western Side and 69.3/4 feet on the Eastern Side in all measuring 4961. ¼ sq.ft.

Bounded on:

North: 18 Feet Wide East West Common Pathway,

South: Land Comprised in Survey No.185/3

East: 15 Ft. Wide North South common Pathway

West: 15 Ft. Wide North South common pathway

2) Site comprised in Re- Survey No.185/3, measuring East West 70 feet on the Northern side and 72 feet on the Southern side, North South 69. ½ ft on the Western side and 68 ft on the Eastern Side in all measuring 4881. ¼ sq.ft.

Bounded on:

North: 18 Ft. wide East West common pathway

East: Road

South: Land Comprised in Survey No.185/3

West: 15 Ft. wide North South Common pathway

Name of the mortgagor: Mr. Ponnuchamy A

Reserve Price (in INR) & EMD (in INR)

Reserve price: Rs.11,70,000/- (Rupees Eleven Lakh Seventy Thousand only)

EMD: Rs.1,17,000/- (Rupees One Lakh Seventeen Thousand only)

