



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 05.12.2024

1. **Mrs. Lalitha S** (Borrower)
W/o Mr. R. Balaji
2. **Mr. Balaji R** (Co-Borrower)
S/o Mr. Raman
3. **M/S Thiva Gym and Fitness Studio** (Co-Borrower)
Through its proprietor Mr. Balaji R
All At:
No.122, TVS Main Road,
Jawahar Street, Devar Nagar,
Padi, Tiruvallur, Chennai,
Tamil Nadu- 600050

All Also At:

No.35/21, Dr. Moorthy Padi Nagar,
Chennai, Tamil Nadu-600050

All Also At:

Survey No.191/3B,191/4, Flat No.A-108,
First Floor, Block-A, Rain Tree Park Apartments
Rajeshwari Nagar, Sengundram Road,
Kancheepuram- 603204

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **16.07.2021** issued by Fullerton India Home Finance Company Limited (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.603607210432671 wherein FIHFCL had called upon you to pay the dues of Rs. 38,61,525.60/- (Rupees Thirty Eight Lakh Sixty One Thousand Five Hundred Twenty Five and Sixty Paise Only) outstanding as on 03.07.2021 with further interest applicable from 04.07.2021 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you 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 the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by FIHFCL 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

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Registered Office:
27 BKC, C 27, G Block,
* Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.



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.

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 the Bank has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 04.11.2024 in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rule 8 & 9 and in pursuance of order dated 30.09.2024 passed by Hon'ble Before the Special Judge Cum Chief Judicial Magistrate, Chengalpattu under section-14 of the said SARFAESI Act.
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.23,50,000/- (Rupees Twenty Three Lakh Fifty Thousand 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. 56,56,218/- (Rupees Fifty Six Lakh Fifty Six Thousand Two Hundred and Eighteen Only)** outstanding as on **04.12.2024** with further interest applicable from **05.12.2024** 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	20.01.2025
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	18.01.2025 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 (Land Mark :MG Car Showroom and Next to thousand lights Metro Railway station)





5	MODE OF AUCTION	E-auction through website HTTPS://BANKAUCTIONS.IN/
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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.
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. Syam Namburi (Mob No. +919677288418) & Mr. Vishal Adisheshan (Mob No. +919941016600) 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

**ANNEXURE – “A”**

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Lalitha S 2. Mr. Balaji R 3. M/S Thiva Gym and Fitness Studio
Loan account no.	603607210432671
Amount outstanding Rs.56,56,218/- (Rupees Fifty Six Lakh Fifty Six Thousand Two Hundred and Eighteen Only) outstanding as on 04.12.2024 with further interest applicable from 05.12.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property <p style="text-align: center;">Schedule “A”</p> All that piece and parcel of Vacant Land measuring an extent of 1,04,733 sq.ft out of 1,16,412 sq.ft or 2 Acres 67 cents (after deducting the area of 11,679 sq.ft gifted to Maraimalai Nagar Municipality as OSR land) comprised in Survey Nos.191/3B1 and 191/4A bearing Patta No.2609 (as per Patta S.Nos.191/3B1 and 191/4A) situated at Sengundram Village, Chenglepet Taluk, Kancheepuram District and the said land bounded on the: North by: Vacant land comprised in S.No.230 South by: Sengundram Road East by: Property comprised in S.Nos.191/4B, 3B2, 3B3 and 2A2A1 West by: OSR land gifted to Maraimalai Nagar Municipality situated within the Registration District of Chengalpet and Sub Registration District of Joint II Chengalpet. <p style="text-align: center;">Schedule “B” (Apartment and covered car park allotted to the ALLOTTEE)</p> Apartment bearing No. A-108 in the First Floor, Block “A” having a super built up area of 1,017 sq.ft (inclusive of proportionate share in common areas) and undivided share of 482.27 sq.ft together with one covered car park space on the still floor and forming part of the Residential Apartments building complex named as “Rain Tree Park” to be constructed over the land described in Schedule “A” hereinabove. Name of the mortgagor(s): Mr. R Balaji & Mrs. B Lalitha	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.23,50,000/- (Rupees Twenty Three Lakh Fifty Thousand Only)
EMD:	Rs.2,35,000/- (Rupees Two Lakh Thirty Five Thousand Only)
List of Encumbrance (if any) : Nil	

