



o/c
SHIO
26/2/24

Kotak Mahindra Bank

Registered Post

Dated: 26.02.2024

1. **M/S RAJALAKSHMI STORES** (BORROWER)
THROUGH ITS PROPRATER MR. SUDALAIMUTHU
NO.39, SAIDAPET ROAD, VADAPALANI, CHENNAI – 600026

ALSO AT:
NO. 16, BAJANA KOIL STREET (EAST)
MADHANADAPURAM, CHENNAI – 600125

ALSO AT:
DOOR NO. 3/696, PATTA NO. 16,
BAJANA KOIL STREET (EAST),
PONNAIAMMAN KOIL STREET,
MADHANADAPURAM, CHENNAI - 600125

2. **MR. SUDALAIMUTHU** (CO-BORROWER)
3. **MR. RAJA S** (CO-BORROWER)
4. **MRS. SENBAGAVALLI** (CO-BORROWER)

ALL AT:
NO. 111/37A, SAIDAPET ROAD,
VADAPALANI, CHENNAI - 600026

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **11.03.2021** issued by Essel Finance Business loans Limited (hereinafter referred to as "**ESSEL**") 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. LNCHN06817-180001081 wherein ESSEL had called upon you to pay the dues of Rs. 93,06,847/- (Rupees Ninety Three Lakh Six Thousand Eight Hundred and Forty Seven Only) due and payable as on **10.03.2021** along with future interest applicable from **11.03.2021** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by ESSEL within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. **ESSEL** has vide an assignment agreement dated **19.02.2021** ("**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 ESSEL 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 ESSEL and all right, title and interest of ESSEL 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 ESSEL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 21.11.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 and in pursuance of order dated 25.08.2022, passed by Hon'ble Chief Judicial, Magistrate, Chengalpat under Section 14 of the said SARFAESI Act.

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.



4. 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 after a period of 30 (Thirty) 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.1,08,57,516/- (Rupees One Crore Eight Lakh Fifty Seven Thousand Five Hundred and Sixteen Only)** as 19.02.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 20.02.2024 until payment in full and other charges as demanded in the instant notice, within the statutory period of 30 (Thirty) 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.
5. 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	30.03.2024
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	28.03.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., No : 185, 2nd floor, Mount Road, Anna Salai, Chennai -600006.
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTP://BANKAUCTIONS.IN/

6. Please treat this notice as Notice under Rule 8(5) with proviso to Rule 8(6) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers, a notice of 30 (Thirty) days for sale of the secured asset.
7. Post the expiration of the said 30 (Thirty) 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.
8. 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. M/S RAJALAKSHMI STORES 2. MR. SUDALAIMUTHU 3. MR. RAJA S 4. MRS. SENBAGAVALLI LOAN NO. LNCHN06817-180001081	RS. 1,08,57,516/- (RUPEES ONE CRORE EIGHT LAKH FIFTY SEVEN THOUSAND FIVE HUNDRED AND SIXTEEN ONLY) AS OF 19.02.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 20.02.2024 UNTIL PAYMENT IN FULL.	ALL THAT PIECE AND PARCEL OF LAND AND BUILDING, COMPRISED IN S.NO. 193 PART, AS PER PATTA NO. 16, NEW S.NO. 198/8, MEASURING WITH AN EXTENT OF 3120 SQ.FT. SITUATED AT BAJANAI KOIL STREET, MADHANANDHAPURM VILLAGE, SRIPERUMBUDUR TALUK, KANCHIPURAM DISTRICT AND BOUNDED ON THE: EAST:- PROPERTY BELONGS TO MUNUSAMY NAICKER AND OTHERS WEST: KANNIAMMAL'S PROPERTY NORTH:- KANNIAMMAL'S PROPERTY SOUTH:- BAJANA KOIL STREET ADMEASURING EAST TO WEST ON THE NORTHERN SIDE: 43 FEET; EAST TO WEST ON THE SOUTHERN SIDE: 53 FEET; NORTH TO SOUTH ON THE EASTERN SIDE: 70 FEET; NORTH TO SOUTH ON THE WESTERN SIDE: 60 FEET. NAME OF THE MORTGAGOR: M/S RAJALAKSHMI STORES	RESERVE PRICE RS. 1,20,00,000/- (RUPEES ONE CRORE TWENTY LAKH ONLY) EMD: RS. 12,00,000/- (RUPEES TWELVE LAKH ONLY)



भारतीय डाक



RL 1100950168 <110095>
RL A RX005488832IN
Counter No:1,(P-Code:001
To:RAJALAKSHMI,
MAIPRAS GPO, PIN:600001
From:KOTAK MAHINDRA BANK LTD , NUIDA-201313
Wt:40grams,
PS:32.00, ,27/02/2024 ,09:04
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 1100950168 <110095>
RL A RX005488846IN
Counter No:1,(P-Code:001
To:SEEWALAI,
MAIPRAS GPO, PIN:600001
From:KOTAK MAHINDRA BANK LTD , NUIDA-201313
Wt:40grams,
PS:32.00, ,27/02/2024 ,09:04
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 1100950168 <110095>
RL A RX005488713IN
Counter No:1,(P-Code:001
To:RAJALAXMI,
MAIPRAS GPO, PIN:600001
From:KOTAK MAHINDRA BANK LTD , NUIDA-201313
Wt:40grams,
PS:32.00, ,27/02/2024 ,09:04
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 1100950168 <110095>
RL A RX005488727IN
Counter No:1,(P-Code:001
To:RAJA S,
MAIPRAS GPO, PIN:600001
From:KOTAK MAHINDRA BANK LTD , NUIDA-201313
Wt:40grams,
PS:32.00, ,27/02/2024 ,09:04
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 1100950168 <110095>
RL A RX005488899IN
Counter No:1,(P-Code:001
To:RAJALAXMI,
MAIPRAS GPO, PIN:600001
From:KOTAK MAHINDRA BANK LTD , NUIDA-201313
Wt:40grams,
PS:32.00, ,27/02/2024 ,09:04
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 1100950168 <110095>
RL A RX005488908IN
Counter No:1,(P-Code:001
To:SEERAGAWALLI,
MAIPRAS GPO, PIN:600001
From:KOTAK MAHINDRA BANK LTD , NUIDA-201313
Wt:40grams,
PS:32.00, ,27/02/2024 ,09:04
<<Track on www.indiapost.gov.in>>