



Kotak Mahindra Bank

THROUGH R.P.A.D.
WITHOUT PREJUDICE

Date: 28-03-2023

To,

1. M/s. Salimar Shoes, Rep. by it proprietor Mohammed Qadeer, H.No. 16-2-669/B/35,36 and 37, Jamuna Towers, Nalgonda X Roads, Malakpet, Hyderabad-500036	Also at: Mr. Mohammed Qadeer, S/o. Mohammed Jahangir, H.No. 8-1-354/13/B, N.J. Complex, Towli Chowki, Beside Majestic Garden Function Hall, Hyderabad-500008.
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Mortgage Property:

All that part and parcel of the Flat No. 113 (old 13) bearing part of MCH No. 16-2-669, situated on the First Floor of the building complex "Jamuna Towers", Main Road, Malakpet, Hyderabad, admeasuring 1074 Sq.Ft Super Plinth area and undivided interest and share of land admeasuring 20.93 Sq.yds out of 4769 Sq.Yards standing in the name of Mohammed Qadeer, and bounded by:

North: Flat No. 112,
South: Open to Sky,
East: Open to sky,
West: Corridor 6' Feet Wide.

Subject: Notice of 15 days under the provisions under Rule 8(5) & (6) read with 9(1) of the Security Interest (Enforcement) Rules, 2002, for 2nd Sale Auction of Mortgaged Property / Secured Asset of which all the piece and parcel of the immovable property description is given above.

Dear Sir/ Madam,

The Authorized Officer of Kotak Mahindra Bank Ltd. the Secured Creditor, had issued Demand Notice dated 21-03-2013, to You the above mentioned Borrower(s)/ Co-Borrower(s)/ Guarantor (s) under Section 13 (2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the "Act"), calling upon you the Borrower(s)/ Co-Borrower(s)/ Guarantor(s) to repay the entire dues showing outstanding in the Loan Account lying with the Secured Creditor and discharge the entire liability of the loan agreement in full within the period stipulated therein. As you the Borrower(s)/ Co-Borrower(s)/ POA Holder of Borrower(s)/ Mortgagor(s) / Guarantor (s) above named failed and/or neglected to comply with the said notice within the period stipulated therein, the Authorized Officer has taken over possession and control of the aforesaid mortgaged property / secured asset under Section 13 (4) of the Act read with Rule 8 of Security Interest (Enforcement) Rules, 2002, (The Rule) on 18-06-2013.

Thereafter the Secured Creditor had moved application under sec 14 of

For KOTAK MAHINDRA BANK LTD

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
Jewel Pavani Towers, 2nd Floor
Somajiguda, Hyderabad - 500 082
Telangana

www.kotak.com

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


Authorized Officer.



Kotak Mahindra Bank

the act before the Hon'ble CMM/DM, Hyderabad (Registered as Cr. M.P. No. 6216/2018 and by virtue of Order Dated 17-08-2018 CMM /DM Court had appointed Mrs. A. Vijaya Lakshmi as Advocate Commissioner to take physical possession of the mortgaged property. Incompliance of the same the Advocate Commission had taken physical possession of the property as on 05-11-2018 and handed over to the same to Authorized Officer of the Secured Creditor Bank on 05-11-2018.

Notice is hereby given to you all that the Authorized Officer of Bank shall now proceed to sell the said Secured Asset by adopting any of the following methods mentioned in Rule 8 (5) of the Rule namely:

(a) By obtaining quotations from the persons dealing with similar secured assets or otherwise Interested in buying such assets,

OR

(b) By inviting tenders from the public;

OR

(c) By holding public auction,

OR

(d) By private treaty.

As such, you all are hereby advised, in your own interest, to obtain or cause to obtain offers either from the parties dealing in such secured assets or otherwise interested in buying the secured asset at a price beyond which, they may not be interested to quote and submit the same together with their entire offer amount/s by Demand Draft / Pay Order drawn in favour of "Kotak Mahindra Bank Ltd" payable at par, positively within 15 days from the date of this Notice.

Alternatively, you the Borrower(s)/ Co-Borrower(s)/ POA Holder of Borrower(s)/ Mortgagor(s) / Guarantor (s) may pay the entire outstanding dues of Bank and redeem the mortgage within the time limit specified hereinabove in which event, possession of the secured asset in question shall be restored to you the Borrower(s)/ Co-Borrower(s)/ POA Holder of Borrower(s)/ Mortgagor(s) / Guarantor (s). Please be noted that the outstanding in your Loan Account is amounting to **Rs.26,18,054.80(Rupees Twenty Six Lakhs Eighteen Thousand Fifty Four and Paise Eighty Only)** as on 28th Feb 2013, together with further interest and other charges thereon at the contractual rates upon the footing of compound interest from 29.02.2013 until payment/realization. This amount of outstanding of Loan will be recalculated /generated through system on the date of payment, if you are making payment of entire outstanding as full and final to redeem the mortgage property within time limit specified herein above.

Please note that this Notice should not be construed as constituting any commitment on the part of Bank or the Authorised Officer/s to accept the offer(s) brought in by you or given at your instance and that Bank reserves its right to reject any or all of them without assigning any reason whatsoever.

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Authorized Officer



Auction process for sale of the secured Asset is initiated, a copy of its notification is attached herewith for your ready reference in the event you fail and/or neglect to submit any firm and/or valid offer(s) for the secured asset in question within 15 days from the date of this notice or Bank were to reject the offer/s made by you or by the third party(ies) at your instance, then Bank shall proceed further for sale of the secured asset in question as envisaged under the Act and the Rules framed thereunder, without any further intimation / notice to you in terms of the attached notification. Where the proceeds of such sale does not cover the entire outstanding dues of Bank together with further interest thereon, cost, charges, expenses, etc. incurred on that account till the date of payment and/or realization thereof, then, you all shall be jointly and/or severally liable to pay the amount that falls short of the total dues as and when demanded by Bank.

Please further note that in the event of your failure to pay the shortfall, Bank reserves its right to proceed against you for recovery of the shortfall as per law.

This Notice is issued to you under the provisions of the Security Interest (Enforcement) Rules, 2002.

Yours faithfully,

For, Kotak Mahindra Bank Ltd.

Authorized Officer

Encl: Auction cum Sale Notice Publication.