

Sale by way of Private Treaty on "as is where is basis" and "as is what is basis" and "as is without recourse basis" under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002(SARFAESI Act)

Date: 30.10.2023

To

1. MUTHUSELVI K
NO.59, MOOSA STREET,
T. NAGAR, CHENNAI – 600 017.

Loan Account No.X0HECHE00001660869.

Sir,

Re: Sale by way of Private Treaty on "as is where is basis" and "as is what is basis" and "as is without recourse basis" under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002(SARFAESI Act).

Sub: Offer received for secured asset / mortgaged property Undivided 1/3rd share in the land measuring 7614 sq.ft. [i.e.] undivided 2538 sq.ft. at house, ground and premises bearing New No.59/2 Old No.25/2 Moosa Sait Street, T. Nagar, Chennai comprised in Paimash No.1145, R.S. No.145/5, T.S. No.9117 Block No.130 together with the back portion of the front side building comprising of the ground and first floors and bounded on the North by: Moosa Street, South by: Santhanam Iyegar's property, East by: Old Door No.24, Moosa Sait Street, West by: Old No.26 Moosa Sait Street.

The Authorized Officer of "Cholamandalam Investment and Finance Company Limited", the Secured Creditor, had issued Demand Notice dated **10/01/2018** to you under Section 13 (2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the "Act"), calling upon you to repay the entire dues / discharge the loan liability in full within the period stipulated therein. As you failed and/or neglected to comply with the said notice within the period stipulated therein, the Authorized Officer has taken Possession of the mortgaged property / secured asset as mentioned in the Schedule below under Section 13 (4) of the Act read with Rule 8 of Security Interest (Enforcement) Rules, 2002, on **27/08/2019**.

The authorized officer in consultation with the Secured Creditor i.e. Cholamandalam Investment and Finance Company Ltd has fixed the Reserve Price at **Rs.3,47,00,000/- (Rupees Three Crore Forty-Seven Lakhs Only)** Pursuant thereto, the Authorised Officer of Cholamandalam Investment and Finance Company Ltd, had issued notice/s to you in terms of the provisions of Sub Rule 6 of Rule 8 of the Act. The authorized officer had also published Sale Notice /s and taken steps in furtherance for sale of the secured asset / immovable property mentioned in the Schedule as per the provisions of the SARFAESI Act and the Rules framed thereunder. However, the Authorised Officer was unable to sell the said secured asset / immovable property in the public auction,

neither you have repaid the entire outstanding dues nor identified any buyer to purchase the said Secured Asset mentioned in the "Schedule" till date.

Now, you are hereby called upon to pay within 15 days **Rs.10,24,92,184/-** (Rupees Ten Crore Twenty-Four Lakhs Ninety-Two Thousand One Hundred and Eighty-Four Only) outstanding as on 26-10-2023, together with further interest, incidental expenses, costs, charges etc. incurred up to the date of payment and/or realisation thereof from 27-10-2023 till payment and redeem the mortgage in which event, possession of the mortgaged property / secured asset in question shall be restored to you.

We would also like to invite your attention to the provisions of sub-section (8) of section 13 of the Act, in respect of time available to redeem the secured assets. In the event you fail and/or neglect to pay the entire amount as mentioned above for within 15 days from the date of this notice, the Authorized Officer of Cholamandalam Investment and Finance Company Ltd shall proceed to sell the said Mortgaged Property / Secured Asset, more fully described in the schedule mentioned herein below, by private treaty.

Accordingly, the Authorised Officer now intends to sell the said secured asset / immovable property by way of "Private Treaty", as the Authorised Officer has recently received an offer being the sum of **Rs.3,47,00,000/- (Rupees Three Crore Forty Seven Lakhs Only)** from a prospective purchaser who has evinced interest in purchasing the said secured asset / immovable property on "as is where is" and "as is what is" basis.

Cholamandalam Investment and Finance Company Ltd. shall finalise the sale of the mortgaged property / secured asset in question to the prospective buyer at the aforesaid offer, in the event of the failure to settle the loan within 15 days from the date of this notice as mentioned above.

You may also note in your own interest, to provide or cause to provide offers from the parties who are interested in buying the said secured asset / immovable property at a price higher than that of the aforesaid offer already received by the Authorised Officer, so as to reach the undersigned positively within 15 (fifteen) days from the date of this communication.

In the event of the offer getting accepted, you / the offerer(s) [as the case may be] shall be required to pay the entire offer amount upfront by way of a pay order/demand draft drawn on a Scheduled Bank issued in favour of "**Cholamandalam Investment and Finance Company Limited**", payable at par, **within 15 days** from the date of acceptance of the offer by Cholamandalam Investment and Finance Company Ltd.

Please note that this communication should not be construed as constituting any commitment on the part of Cholamandalam Investment and Finance Company Ltd. or any of its officers / Authorised Officer to accept the offer(s) brought in by you or given at

your instance and that Cholamandalam Investment and Finance Company Ltd. reserves its right to reject any or all of them without assigning any reason whatsoever.

Further, please take note that in case you fail or neglect to provide or cause to provide any firm and valid offer (s) for the secured asset / immovable property **within 15 (Fifteen) days** from the date of receipt of this letter, Cholamandalam Investment and Finance Company Ltd. shall finalise the sale of the mortgaged property / secured asset in question to the prospective buyer at the aforesaid offer.

Where the proceeds of such sale does not cover the entire outstanding dues of Cholamandalam Investment and Finance Company Ltd. together with further interest thereon, cost, charges, expenses, etc incurred on that account till the date of payment and/or realisation thereof, then, you shall be liable to pay the amount that falls short of the total dues as and when demanded by Cholamandalam Investment and Finance Company Ltd. Please further note that in the event of your failure to pay the shortfall, Cholamandalam Investment and Finance Company Ltd. reserves its right to proceed against you for recovery of the shortfall as per law.

This Notice is issued to you in terms of the provisions of Sub Rule 6 of Rule 8 of the above Rules.

RESERVE PRICE	Rs.3,47,00,000/-
EMD	Rs.34,70,000/-
BID INCREMENT AMOUNT	Rs.1,00,000/-
E-AUCTION DATE AND TIME	20-11-2023 11.00 AM to 1.00 PM
LAST DATE OF SUBMISSION OF EMD	17-11-2023 (Up to 5.30 P.M.)

SCHEDULE OF PROPERTY

Undivided 1/3rd share in the land measuring 7614 sq.ft. [i.e.] undivided 2538 sq.ft. at house, ground and premises bearing New No.59/2 Old No.25/2 Moosa Sait Street, T. Nagar, Chennai comprised in Paimash No.1145, R.S. No.145/5, T.S. No.9117 Block No.130 together with the back portion of the front side building comprising of the ground and first floors and bounded on the North by: Moosa Street,
South by: Santhanam Iyegar's property,
East by: Old Door No.24, Moosa Sait Street,
West by: Old No.26 Moosa Sait Street.

-Sd-
AUTHORISED OFFICER
FOR CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED