

By Speed Post with Ack, Due

AXISB/ SOUTH/ SAG/ 2022-23/111
03.03.2023

To:

1. Name of the account : M/s Om Sakthi Pharma

1. M/s. OM Sakthi Pharma, Registered office: No.7, 1st Floor, Kamakodi Street, Near Murugan Temple, Fairlands, Arisipalayam, Salem - 636 016 **2. Mr. M. Kumaravel**, S/o. Mr. Murugesan, No. 28K/33A, Shri Murugavanam, E.B Colony, Bharathipuram, Dharmapuri - 636 705 **3. Mrs. K. Punithavalli**, W/o. Mr. M Kumaravel, No. 28K/33A, Shri Murugavanam, E.B Colony, Bharathipuram, Dharmapuri - 636 705.

2. Name of the account : M/s Kamalamani Agencies

1. M/s. Kamalamani Agencies, Registered Office: Door No.68/2, Room No.4, 5, "KAMALAYAM" 1st Floor, Kandasamy Vathiyar Street, Dharmapuri - 636 701 **Also at:** No: 7, 1st Floor- Room No: 1, Kamakodi Street, Fairlands, Salem - 636 016 **2. Mr. M. Kumaravel**, S/o. Mr. Murugesan, No. 28K/33A, Shri Murugavanam, E.B Colony, Bharathipuram, Dharmapuri - 636 705 **3. Mrs. K. Punithavalli**, W/o. Mr. M Kumaravel, No.28K/33A, Shri Murugavanam, E.B Colony, Bharathipuram, Dharmapuri - 636 705 **4. Mrs. M. Poongavanam**, W/o. Mr. Murugesan, D.No. 11/80, Kumaragiripet, Sanyasigundu P.O, Salem - 636 015.

Dear Sir/Madam,

Sub: Notice for sale of Secured Asset under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act. 2002 and Rules framed them under.

E-AUCTION SALE NOTICE

1. Name of the account : M/s Om Sakthi Pharma

The undersigned is having powers to issue the notice of sale and in exercise all powers of sale under the Act., whereas, the Authorised Officer had issued **Demand Notice dated 23.05.2016** calling upon the borrower(s) and / or guarantor(s) to pay the amount mentioned in the notice being **Rs. 52,61,040.06 (Rupees Fifty Two lakhs Sixty One Thousand and Forty and Paise Six only)** being the amount due as on 21.05.2016 (this amount includes interest applied till 31.03.2016 only) together with future interest, thereon at the contractual rate of interest from 01.04.2016, costs and other consequences, damages etc., including the expenses for the said takeover and sale of assets within 60 days from the date of receipt of the said notice: The said notice was returned undelivered/ not delivered. Consequent to this, the said notice was published in the Newspapers viz. **Times of India – Coimbatore Edition** (Covering Salem, Dharmapuri and Erode) and **Daily Thanthi in Erode Edition** and **Dinakaran in Salem Edition** (Covering Dharmapuri) on **02.06.2016**.



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Whereas you have failed to satisfy your /borrower(s) liabilities to the Bank even after receipt of notices u/s 13(2) and the undersigned had taken possession of the below mentioned properties at **Dharmapuri & Salem on 04.08.2016 & 05.08.2016 respectively** as per sec 13(4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of security interest Act, 2002 (herein after called the act) which has been offered as security by you towards your/borrower's liabilities. Therefore the bank in exercise of its rights granted under the Act and rules, issues this notice under rule 8(6) (immovable) and Rule 9 of the security interest (Enforcement) rules, 2002 calling upon you to discharge in full liabilities amounting to **Rs. 97,14,069.06/- (Rupees Ninety Seven Fourteen Thousand Sixty Nine and Paise Zero Six Only)** being the amount due as on 31.01.2023 (this amount includes interest applied till 31.01.2023 only) with interest from 01.02.2023 with costs, expenses, **within 15 days** from the date of this notice, failing which, the bank shall proceed under the Act with the sale of the secured assets by inviting bids through online E-Auction to realize the above stated outstanding, with interest and costs on the terms and conditions as will be stipulated by the undersigned.

2. **Name of the account : M/s Kamalamani Agencies**

The undersigned is having powers to issue the notice of sale and in exercise all powers of sale under the Act., whereas, the Authorised Officer had issued **Demand Notice dated 23.05.2016** calling upon the borrower(s) and / or guarantor(s) to pay the amount mentioned in the notice being **Rs. 1,47,24,614.25 (Rupees One Crore Forty Seven lakhs Twenty Four Thousand Six Hundred and Fourteen and Paise Twenty Five only)** being the amount due as on 21.05.2016 (this amount includes interest applied till 31.03.2016 only) together with future interest, thereon at the contractual rate of interest from 01.04.2016, costs and other consequences, damages etc., including the expenses for the said takeover and sale of assets within 60 days from the date of receipt of the said notice. The said notice was returned undelivered/ not delivered. Consequent to this, the said notice was published in the Newspapers viz. **Times of India – Coimbatore Edition** (Covering Salem, Dharmapuri and Erode) and **Daily Thanthi in Erode Edition** and **Dinakaran in Salem Edition** (Covering Dharmapuri) on **02.06.2016**.

Whereas you have failed to satisfy your /borrower(s) liabilities to the Bank even after receipt of notices u/s 13(2) and the undersigned had taken possession of the below mentioned properties at **Dharmapuri & Salem on 04.08.2016 & 05.08.2016 respectively** as per sec 13(4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of security interest Act, 2002 (herein after called the act) which has been offered as security by you towards your/borrower's liabilities. Therefore the bank in exercise of its rights granted under the Act and rules, issues this notice under rule 8(6) (immovable) and Rule 9 of the security interest (Enforcement) rules, 2002 calling upon you to discharge in full liabilities amounting to **Rs. 2,64,19,598.25/- (Rupees Two Crores Sixty Four Lacs Nineteen Thousand Five Hundred and Ninety Eight and Paise Twenty Five Only)** being the amount due as on 31.01.2023 (this amount includes interest applied till 31.01.2023 only) with interest from 01.02.2023 with costs, expenses, **within 15 days** from the date of this notice, failing which, the bank shall proceed under the Act with the sale of the secured assets by inviting bids through online E-Auction to realize the above stated outstanding, with interest and costs on the terms and conditions as will be stipulated by the undersigned.

This is without prejudice to any other rights available to the bank under the subject Act or any other law in force. Please note that expenses pertaining to demand notice, taking possession, valuation and sale etc, shall be first deducted from the sale proceeds, which may be realized by the undersigned and the balance of sale proceeds, will be appropriated towards your liability aforesaid. You are at liberty to participate in the E-Auction to be held or may bring suitable buyers on the terms and conditions. Please look for the sale advertisement that will appear in the newspapers in English and Tamil in due course.



DETAILS OF THE IMMOVABLE PROPERTIES

1. **Equitable mortgage of the following property standing in the name of Mrs. K Punithavalli, W/o. Mr. M Kumaravel.**

In Salem East Registration District, Ayyoithiyapattinam Sub Registration District, Salem Taluk in Mookanoor Village in S.No.108/6 measuring an area of 1818.75 Sq.ft together with building thereon bearing Door No. 2/185 and lying within the following boundaries:- East of land of Indirani, West of Salem to Harur Main road, North of land of Jagadeesan, South of land of Arunachala Udaiyar. And Measuring East West on the North 98 feet, on the South 96 Feet, North South on the East 27 feet and on the West 10 ½ Feet.

2. **Equitable mortgage of the following property standing in the name of Mrs. K Punithavalli, W/o. Mr. M Kumaravel.**

In Salem East Registration District, Ayyoithiyapattinam Sub Registration District, Salem Taluk in Thathanur Village.

Thak – 1: S.No. 91/9A measuring an area of 1200 Sq.ft bearing Plot no. 17 in C.C. Nagar and lying within the following boundaries:- East of Plot No. 22, West of 23 feet road, North of Plot no. 18, South of Plot no. 16. And measuring East West on the North 40 feet and on the South 40 feet and North South on the East 30 feet and on the West 30 feet.

Thak – 2: S.No. 91/9A measuring an area of 1200 Sq.ft bearing Plot no. 18 in C.C. Nagar and lying within the following boundaries:- East of Plot No. 21, West of 23 feet road, North of Plot no. 19, South of Plot no. 17. And measuring East West on the North 40 feet and on the South 40 feet and North South on the East 30 feet and on the West 30 feet.

Thak – 3: S.No. 91/9A & S.No.91/11A measuring an area of 1200 Sq.ft bearing Plot no. 21 in C.C. Nagar and lying within the following boundaries:- East of 23 Feet Road, West of Plot no. 18, North of Plot no. 20, South of Plot no. 22. And measuring East West on both the sides 40 feet and North South on both the sides 30 feet.

Thak – 4: S.No. 91/9A measuring an area of 1200 Sq.ft bearing Plot no. 22 in C.C. Nagar and lying within the following boundaries:- East of 23 Feet Road, West of Plot no. 17, North of Plot no. 21, South of Plot no. 23. And measuring East West on both the sides 40 feet and North South on both the sides 30 feet.

Total land of 4800 Sq.ft at Sub Division S.F.No.91/9A, 91/11A with Plot nos. 17, 18, 21 & 22, Paruthikadu, Thadhanoor Village, Ayyoithiyapattinam, Salem.

Note: The above Two securities are common collaterals for our Bank's exposure on M/s. Kamalamani Agencies, and M/s. Om Sakthi Pharma. The earlier e-auction sale notice issued on 23.02.2023 may be treated as cancelled.

Date and time of e-Auction	22.03.2023 between 10:00 A.M. to 11:00 A.M. for Property 1 11:00 A.M. to 12:00 Noon for Property 2 with maximum of 3 attempts of five minutes each till sale is completed.
Reserve Price	Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) – Property 1 Rs. 14,00,000/- (Rupees Fourteen Lakhs Only) – Property 2



Earnest Money Deposit	Rs. 1,60,000/- (Rupees One Lakh Sixty Thousand Only) – Property 1 Rs. 1,40,000/- (Rupees One Lakh Forty Thousand Only) – Property 2
EMD Remittance	Deposit through EFT / NEFT / RTGS/DD Transfer in favour of “ AXIS BANK LTD ” to the credit of A/c.No.170010633007 of SL-Funds In Transit , Axis Bank Ltd, No 41/2, 1st Floor, Ramakrishna Road, Salem - 636007 Branch Code: 170 : IFSC Code : UTIB0000170.
Bid Multiplier	Rs. 50,000/- for Properties 1 & 2
Inspection of property	15.03.2023 for Property 1 & 2 between 11:00 A.M. and 03:00 P.M.
Submission of online application for bid with EMD	08.03.2023 - 11.00 A.M. onwards for Properties 1, 2 & 3.
Last date for submission of online application for bid with EMD	21.03.2023 up to 3.00 P.M. for Properties 1, 2 & 3.

Public E-Auction Sale Notice will be published in the “**The New Indian Express**” and “**Dinamani**” on **06.03.2023**.

Terms and Conditions

1. The property will be sold by e-Auction through the Bank’s approved service provider M/s e-Procurement Technologies Ltd (ETL) under the supervision of the Authorised Officer of the Bank.
2. e-Auction Tender Document containing online e-Auction bid form, declaration, general terms and conditions of online auction sale are available in ETL’s website <https://axisbank.auctiontiger.net>
3. Intending bidders shall hold valid e-mail address. For further enquiry you may please contact M/s e-Procurement Technologies Limited, E-mail id: praveenthevar@auctiontiger.net.
4. Bids in the prescribed formats given in the Tender Document shall be submitted “online” through the portal of <https://axisbank.auctiontiger.net>. Bids submitted otherwise shall not be eligible for consideration.
5. The EMD and other payments shall be remitted through EFT / NEFT / RTGS/DD to the bank account as specified above.
6. Bid form without EMD & below the Reserve Price shall be rejected summarily.
7. After the submission of the bid forms, the bidders are not allowed to withdraw the bid forms/EMD, before completion of the e-auction.
8. Online auction sale will start automatically on and at the time as mentioned above. Auction / bidding time will initially be for a period of one hour with maximum of 3 attempts of five minutes each till sale is completed.
9. Auction / bidding will be only online through the portal provided by ETL.
10. Demo e-Auction process will be conducted by ETL for familiarization and allocation of user name/password to eligible prospective bidders for access to the e-Auction at the specified date and time.
11. The property shall be sold to the highest bidder. The purchaser shall deposit 25% of the sale price (less the EMD) immediately and the balance sale price within 15 days from the date of auction sale.
12. In default of payment of balance sale price referred to above within the time stipulated unless otherwise extended, the sale will stand automatically revoked and the deposit(s) shall be forfeited.



13. On confirmation of sale by the Bank and if terms of payment have been complied with, the Authorised Officer will issue the Sale Certificate in the name of the purchaser only.
14. The purchaser shall bear the charges/fee payable for conveyance such as registration fee, stamp duty, etc. as applicable as per law.
15. The property is sold on 'As is where is and as is what is and whatever there is and no recourse basis' condition. The purchasers should satisfy themselves in this connection before participating in the e-Auction and the bank does not give any guarantee or warranty (about classification / quality and quantity of the assets). The purchasers should make their own enquiries regarding any attachments, claims, charges, statutory liabilities, arrears of property tax, electricity dues, etc. of the property by themselves before participating in the auction.
16. The particulars about the property specified in the tender document have been stated to the best of the information of the Authorised Officer and the Authorised Officer shall not be answerable for any error, mis-statement or omission in this proclamation.
17. EMD of the unsuccessful bidders will be returned through EFT/NEFT/RTGS/DD to the bank account details provided by them in the bid form and intimated via their email id., and the property is being put up for sale only based on the Symbolic Possession taken by Bank U/s 13(4) of SARFAESI.
18. The Authorised Officer has the absolute right to accept or reject the bid or postpone or cancel the sale, as the case may be without assigning any reason thereof and also to modify any terms and conditions of this sale without any prior notice
19. The property is being sold with existing encumbrances whether known or unknown to the bank and the intending bidder shall satisfy himself about the title, Ownership, statutory approvals, encumbrances, claims etc. in regard to the property. Any encumbrance that may arise after the date of the notice will also be borne by the purchaser.
20. In case of all the tenders are rejected, Authorised Officer can negotiate with any of the Tenderers or other parties for sale of the properties by private treaty.
21. The sale certificate will be delivered only after the payment of the entire bid amount and other charges if any.
22. This publication should be considered as 15 days' notice to the borrowers /guarantors/mortgagors under the Act.
23. Payment of sale consideration by the successful bidder to the bank will be subject to TDS under Section 194 – 1A of Income Tax Act 1961 and TDS is to be made by the successful bidder only at the time of deposit of remaining 75% of the bid amount.

For further details regarding inspection of property / e-Auction, the intending bidders may contact during office hours, Phone No. +91 98400 58893, Axis Bank Ltd, Structured Assets Group, Javahar Towers, 1st Floor, New No. 3, Old No. 2, Clubhouse Road, Anna Salai, Chennai – 600 002 or for e-auction services please contact the Bank's approved service provider M/s. e-Procurement Technologies Limited, through email. praveen.thevar@auctiontiger.net

Place: Chennai
Date: 03.03.2023


AUTHORISED OFFICER
AXIS BANK LTD.

