



o/c
5-7-24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 05.09.2024

1. Mr. Ashok Goyal
S/o Mr. Kesaram Goyal

(Borrower)

2. Mrs. Kamla Devi
W/o Mr. Kesaram Goyal
Both At:

(Co-Borrower)

E-73, Basni, 1st Phase,
Rameshwar Nagar,
Jodhpur K.U.M Bhagat Ki
Kothi, Jodhpur-342005

Both Also At:

Plot No. 51 Gram Pal Khasra No. 376/2
and 367/3, Tehsil and District Jodhpur,
Rajasthan-342001

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 23.11.2022 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**KMBL/The Bank**") 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. HM/0062/H/18/100002 wherein we had called upon you to pay the dues of Rs.6,38,452/- (Rupees Six Lakh Thirty Eight Thousand Four Hundred and Fifty Two Only) outstanding as on 22.11.2022 with further interest applicable from 23.11.2022 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you under the facilities granted by **Magma Housing Finance Limited (MHFL)** (subsequently known as Poonawalla Housing Finance Limited now Known as Grihum Housing Finance Limited) within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. PHFL has vide an assignment agreement dated **23.03.2022** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by MHFL 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 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 KMBL has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Asset**") on 08.11.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9.

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. 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.6,00,000/- (Rupees Six Lakh 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.7,56,314/- (Rupees Seven Lakh Fifty Six Thousand Three Hundred and Fourteen Only) outstanding as on 05.09.2024 with further interest applicable from 06.09.2024 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	09.10.2024
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	08.10.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, 1st Floor,232-233 SDC Tower, Near Amrapali Circle, Hanuman Nagar, Vaishali Nagar, Jaipur-302021
5	MODE OF AUCTION	E-auction through website HTTPS://BANKAUCTIONS.IN/

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. Ravinder Singh Godara (Mob No.+ 919983999074)/Mrs. Laxmi Choudhary, (Mob No.+ 917412032966) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh -





Kotak Mahindra Bank

201313, e-mail ID – rard.customercare@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

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.



ANNEXURE – “A”

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Ashok Goyal 2. Mrs. Kamla Devi
Loan account no.	HM/0062/H/18/100002
Amount outstanding	
Rs.7,56,314/- (Rupees Seven Lakh Fifty Six Thousand Three Hundred and Fourteen only) outstanding as on 05.09.2024 with further interest applicable from 06.09.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that Piece And parcel of property bearing Plot No. 51, Gram Pal, Khasra No.367/2 and 367/3, Tehsil and District Jodhpur-342001 Rajasthan, area admeasuring 100 Sq. Yard. Bounded as: East: Road 30 Ft., West: Plot No. 40 North: Plot No.52 South: Plot No. 50 Name of the mortgagor: Mr. Ashok Goyal	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.6,00,000/- (Rupees Six Lakh Only)
EMD:	Rs.60,000/- (Rupees Sixty Thousand Only)



भारतीय डाक



M. 2013010120 <201301>
R. A. 81004610003010
Counter No.1, (P-Code:00100)
TosKOLA,
JODHPUR HD, PIN:342001
From:KOTAK MAHINDRA BANK LTD , BILDA
M:9437999999,
SR:37.00, 06/01/2014 ,17:30
<<Track on www.indiapost.gov.in>>

भारतीय डाक



M. 2013010120 <201301>
R. A. 81004610003010
Counter No.1, (P-Code:00100)
TosKOLA,
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भारतीय डाक



M. 2013010120 <201301>
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Counter No.1, (P-Code:00100)
TosKOLA DEVI,
JODHPUR HD, PIN:342001
From:KOTAK MAHINDRA BANK LTD , BILDA
M:9437999999,
SR:37.00, 06/01/2014 ,17:30
<<Track on www.indiapost.gov.in>>

भारतीय डाक



D-0 <201301>
<Duplicate D-0 <201301>
R. A. 81004610003010
Counter No.1, (P-Code:00100)
TosKOLA DEVI,
JODHPUR HD, PIN:342001
From:KOTAK MAHINDRA BANK LTD , BILDA
M:9437999999,
SR:37.00, 06/01/2014 ,17:30
<<Track on www.indiapost.gov.in>>