



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 28.06.2024

Mr. Tarun Kumar
S/o Mr. Jogender Pal
At:

(Borrower)

Flat No.56-B, MIG, 2nd Floor,
MDDA Colony, ISBT,
Haridwar Bypass Road,
Dehradun, Uttarakhand- 248001

Also At:

Vodafone Mobile Ltd.
59/4 ITC Tower,
Rajpur Road Bhel Chowk,
Dehradun, Uttarakhand- 248009

Also At:

233, Hanuman Mandir, Neem Karoli Nagar,
Gunameewala, Dehradun, Uttarakhand- 249204

Also At:

1-79, Block- F, Punjabi Camp,
Mangolpuri, New Delhi- 110083
Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 08.01.2021 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**The Bank/KMBL**") 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. 545HSL89405659 wherein we had called upon you to pay the dues of Rs. 26,30,698 /- (Rupees Twenty Six Lakh Thirty Thousand Six Hundred and Ninety Eight Only) outstanding as on 08.01.2021 with further interest applicable from 09.01.2021 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you under the facilities granted by Bajaj Housing Finance Limited (hereinafter referred to as "BHFL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. BHFL has vide an assignment agreement dated **26.12.2019** ("**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 BHFL 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

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.



physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 17.05.2024 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9 and in pursuance of order dated 16.02.2024 passed by Chief Judicial Magistrate, Dehradun under section-14 of the said SARFAESI Act.

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. 35,63,000 /- (Rupees Thirty Five Lakh Sixty Three Thousand 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.35,78,043.37 /- (Rupees Thirty Five Lakh Seventy Eight Thousand Forty Three and Thirty Seven Paise Only) outstanding as on 28.06.2024 with further interest applicable from 29.06.2024 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	08.08.2024
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	07.08.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd,- 7th Floor, Plot No.7, Near Dell Campus, Sector-125, Noida, UP-201313
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.





Kotak Mahindra Bank

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.


For Kotak Mahindra Bank Limited

Authorized Officer



Kotak Mahindra Bank

ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	Mr. Tarun Kumar
Loan account no.	545HSL89405659
Amount outstanding	
Rs.35,78,043.37 /- (Rupees Thirty Five Lakh Seventy Eight Thousand Forty Three and Thirty Seven Paise Only) outstanding as on 28.06.2024 with further interest applicable from 29.06.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of Flat No.56-B, situated at MIG 2 nd Floor, MDDA Colony, ISBT Haridwar Bypass Road, Awasiya Yogaja, Dehradun, Uttarakhand- 248001 total Carpet area measuring 70.40 sq.mtrs. Bounded as: East: MIG Flat No. 54B, Second Floor West: Road on Ground Floor, North: Road on Ground Floor, South: Common Corridor.	
Name of the mortgagor: Mr. Tarun Kumar	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 35,63,000/- (Rupees Thirty Five Lakh Sixty Three Thousand Only)
EMD:	Rs. 3,56,300/- (Rupees Three Lakh Fifty Six Thousand Three Hundred Only)



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Bandra (E), Mumbai 400051,
Maharashtra, India.

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RL135364007IN
Counter No:1, (P-Order) PER
To: TAPUN,
DELHARI (FO), PIN: 110006
From: KOTAK MAHINDRA BANK LTD , MUMBAI
Wt: 40grams,
PS: 32.00, , 29/06/2024 , 09:46
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RL135363997IN
Counter No:1, (P-Order) PER
To: TAPUN,
DELHARI (FO), PIN: 248001
From: KOTAK MAHINDRA BANK LTD , MUMBAI
Wt: 40grams,
PS: 32.00, , 29/06/2024 , 09:46
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
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Counter No:1, (P-Order) PER
To: TAPUN,
DELHARI (FO), PIN: 248001
From: KOTAK MAHINDRA BANK LTD , MUMBAI
Wt: 40grams,
PS: 32.00, , 29/06/2024 , 09:46
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RL135364012IN
Counter No:1, (P-Order) PER
To: TAPUN,
DELHI (FO), PIN: 110006
From: KOTAK MAHINDRA BANK LTD , MUMBAI
Wt: 40grams,
PS: 32.00, , 29/06/2024 , 09:47
<<Track on www.indiapost.gov.in>>