



o/c
SH/O
26-7-24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 26.07.2024

1. Mr. Manoj Kumar
S/o Mr. Ram Nath

(Borrower)

2. Mrs. Rajni
W/o Mr. Manoj Kumar
Both At:

(Co-Borrower)

Friends Colony, Rawali Mahdood,
Opposite Shivalik Heights Public School,
Haridwar, Uttarakhand-249401

Both Also At:
Khasra No.446, Gram Rawali,
Mahdood Pargana, Jwalapur
Tehsil & District Haridwar-249401

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 21.01.2022 issued by Fullerton India Home Finance Company Limited (hereinafter referred to as "FIHFCL") under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "SARFAESI Act"), related to Loan Account No. 611707210506925 wherein FIHFCL had called upon you to pay the dues of Rs. 21,86,494.32/- (Rupees Twenty One Lakh Eighty Six Thousand Four Hundred Ninety Four and Thirty Two Paise Only) due and payable as on 18.01.2022 along with future interest applicable from 19.01.2022 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by FIHFCL within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. FIHFCL has vide an assignment agreement dated 28.03.2023 ("Assignment Agreement") has assigned the debts due and payable by you in favour of Kotak Mahindra Bank Limited (hereinafter referred to as "KMBL/The Bank") along with all its rights, title, interests, benefits in the facilities granted by FIHFCL with other incidental right thereto including the assignment of the said facilities 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 the outstanding amount pertaining to above said account(s) is now vested with The 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 the physical possession of the property described herein below in Annexure "A" (and referred

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
7th Floor, Plot No.7
Sector-125, Noida
Uttar Pradesh - 201 313

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



hereinafter as "Secured Asset") on 28.02.2024 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 and in pursuance of order dated 20.01.2023, passed by Hon'ble District Magistrate, Haridwar 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) Rules, 2002. On the basis of the report of the valuer, secured asset was put on auction by KMBL on 28.06.2024 with the Reserve Price of Rs.20,00,000/- (Rupees Twenty Lakh Only). However the said auction failed for want of bidders.
5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs. 18,50,000/- (Rupees Eighteen Lakh Fifty Thousand Only) below which the said secured asset will not be sold and which sale will be on **"as is where is", "as is what is basis" and "whatever there is basis"**.
6. 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 as mentioned in **Annexure "A"** by public auction and/or any other methods as prescribed under the provisions of Rule 8 (5) of Security Interest (Enforcement) Rules, 2002 read with proviso to Rule 9(1) after a period of 15 (Fifteen Days) days from the date of this notice along with the existing encumbrances if any on **"as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receives the entire outstanding amount i.e. **Rs. 29,92,064/- (Rupees Twenty Nine Lakh Ninety Two Thousand and Sixty Four Only)** as of **26.07.2024** along with future interest applicable from **27.07.2024** in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen 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.
7. 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	20.08.2024
2	TIME OF AUCTION	12:00 PM TO 1:00 pm with unlimited extension of 5 minutes
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	19.08.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., Plot No.-7, 7th Floor, Sector-125, Noida UP- 201313.
5	MODE OF AUCTION	E-auction through website HTTP://BANKAUCTIONS.IN/

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) days for sale of the said secured asset.





Kotak Mahindra Bank

9. Post the expiration of the said 15 (fifteen) 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.
10. The Borrower's attention is also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).

For **Kotak Mahindra Bank Limited**


Authorized Officer

Kotak Mahindra Bank Ltd.

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Sector-125, Noida

Uttar Pradesh - 201 313

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Registered Office:

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Bandra (E), Mumbai 400051,

Maharashtra, India.



ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Manoj Kumar 2. Mrs. Rajni
Loan account no.	611707210506925
Amount outstanding	
Rs. 29,92,064/- (Rupees Twenty Nine Lakh Ninety Two Thousand and Sixty Four Only) as of 26.07.2024 along with future interest applicable from 27.07.2024 until payment in full and other charges	
Description of the Mortgaged property	
All that piece and parcel of house admeasuring East -35 Feet, West -35 Feet, North -20 Feet, South-20 Feet, total area 700 Sq. Ft. i.e. 65 Sq. Mtr., having 4 rooms, 2 latrine bathroom, stairs at the Ground floor and 5 rooms, 2 latrine bathroom at First Floor, having total covered area 1400 Sq. Ft., bearing Khasra No. 466, situated at Village, Rawali Mahdood, Pargana Jwalapur Tehsil & District Haridwar.	
Bounded as: East: Plot of other person West: Plot of other person North: Passage 20 feet wide South: By land of other person	
Name of the mortgagor: Mr. Manoj Kumar	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 18,50,000/- (Rupees Eighteen Lakh Fifty Thousand Only)
EMD:	Rs. 1,85,000/- (Rupees One Lakh Eighty Five Thousand Only)



भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RLK740F0C04IN
Counter No:1, (P-Code:0F4R
To:RAMI,
HARWAR, PIN:249401
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, 27/07/2014 ,09:30
<<Track on www.indiapost.gov.in>>

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