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SWD
22/5/24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 22.05.2024

1. **Mrs. Poonam**
W/o Late Devindra Kumar
(As Co-Borrower and Legal Heir of Late Devindra Kumar)

AT:

H No. 07, Kulesara Dadri,
Tehsil Gautam Budha Nagar,
Uttar Pradesh - 201306

Also At:

Khasra No.398, Village Kulesara Pargana Dadri,
Tehsil and District Gautam Budh Nagar-201306.

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **14.12.2020** 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. LNDEL00616-170000534 wherein we had called upon the co-borrower & Legal Heir of borrower Mr. Devindra Kumar (since deceased) to pay the dues of **Rs.17,31,966/- (Rupees Seventeen Lakh Thirty One Thousand Nine Hundred and Sixty Six Only)** outstanding as on 14.12.2020 with further interest applicable from 15.12.2020 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by co-borrower & Legal Heir of borrower Mr. Devindra Kumar (since deceased) under the facilities granted by Essel Finance Business Loans Limited (hereinafter referred to as "**Essel**") within 60 days from the date of the said notice. The Addressee has since then failed and neglected to pay the amount as demanded.
2. Essel has vide an assignment agreement dated **18.02.2020** ("**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 Essel 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 KMBL has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Asset**") on 09.03.2024 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 30.12.2022, passed by Hon'ble Additional District Magistrate, Gautam Buddha Nagar 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

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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.





Kotak Mahindra Bank

report of the valuer, the Reserve Price of the secured asset is fixed at Rs.23,00,000/- (Rupees Twenty Three Lakh Only).

- 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.25,37,687/- (Rupees Twenty Five Lakh Thirty Seven Thousand Six Hundred Eighty Seven Only) outstanding as on 22.05.2024 with further interest applicable from 23.05.2024 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.
- 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	28.06.2024
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	27.06.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Limited, 7th Floor, Plot No.-7, Sector -125,Noida , Uttar Pradesh-201313
5	MODE OF AUCTION	E-auction through website HTTPS://BANKAUCTIONS.IN/

- 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.
- 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.
- 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

ANNEXURE – “A”

Name of the Borrowers & Loan Account No.	
Name of the borrower	1. Mrs. Poonam 2. Mr. Devindra Kumar (Since Deceased)
Loan account no.	LNDEL00616-170000534
Amount outstanding	
Rs.25,37,687/- (Rupees Twenty Five Lakh Thirty Seven Thousand Six Hundred Eighty Seven only) outstanding as on 22.05.2024 with further interest applicable from 23.05.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of land measuring 100 Sq. Yds. comprising in Khasra No.398, situated at Village Kulesara Pargana Dadri, Tehsil and District Gautam Budh Nagar. Bounded As:- East - Plot of Bhim Singh West - Plot of Harpal Singh North - Plot of Buddhu, South - Rasta 12 ft. Name of the mortgagor: Mr. Devindra Kumar (Since Deceased)	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 23,00,000/- (Rupees Twenty Three Lakh Only)
EMD:	Rs. 2,30,000/- (Rupees Two Lakh Thirty Thousand Only)



भारतीय डाक



RL 2013010170 <201301>
RL A RL224230370IN
Counter No:1, CP-Code:CFER
To:FCUNAN,
MOIDA COMPLEX, PIN:201301
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,24/05/2024 ,10:21
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010170 <201301>
RL A RL224230499IN
Counter No:1, CP-Code:CFER
To:FCUNAN,
MOIDA COMPLEX, PIN:201301
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,24/05/2024 ,10:21
<<Track on www.indiapost.gov.in>>