



Kotak Mahindra Bank

BY HAND / THROUGH SPEED POST/RPAD

To,

Date: 28TH October 2024

M/s. Goyal Brothers Thorough its all partners ...Borrower
Mr. Santosh Kumar Agrawal ...Partner/ Co Borrower
Mr. Sandeep Kumar Agrawal S/o late Mr. Kailash chand Agrawal ...Partner/Co-Borrower/Legal Heirs
Mr. Sachin Kumar Agrawal ...Partner/ Co Borrower
Mr. Sumeet Agrawal ...Guarantor/Co Borrower/ Legal Heirs
Mrs. Hansa Devi w/o late Mr. Kailash Chand Agrawal ...Property Owner/Guarantor/Legal Heirs
M/s Jagdish prashad gajanand & CO ...Group Concern/Guarantor

All having address at:
Office at Gudhiyari near under bridge Raipur CG. 492001.

Also at: R/0 Plot No .327 Samta Cooperative Housing society Samta colony
swamiatmanand Ward No. 15 Union bank of india Raipur CG.492001.

Also at: R/0 Plot No .312 Samta Cooperative Housing society Samta colony
swamiatmanand Ward No. 15 Union bank of india Raipur CG.492001.

Mortgage over following properties:

ALL THE PIECE AND PARCEL IMMOVABLE ALL THE PICES AND PARCEL OF PROPARTY SITUATED AT PLOT NO. 327 ADMEASURING 4000 SQ. FT. SAMTA COOPRATIVE HOUSING SOCIETY SAMTA COLONY RAIPUR CG. 492001. OWNED BY SANTOSH KUMAR AND ALL THE PICES AND PARCEL OF PROPARTY SITUATED AT PLOT NO. 312 ADMEASURING 2400 SQ. FT. SAMTA COOPRATIVE HOUSING SOCIETY SAMTA COLONY RAIPUR CG. 492001. OWNED BY LATE MR. KAILASH CHAND AGRAWAL AND MRS. HANSA DEVI.

Subject: Notice of 15, days under the provisions of the Security Interest (Enforcement) Rules, 2002, for Auction cum sale of Mortgaged Property / Secured Asset of which all the piece and parcel of the immovable property description is given above.

Dear Sir/ Madam,

The Authorized Officer of Kotak Mahindra Bank Ltd. the Secured Creditor, had issued Demand Notice dated 1ST February 2022, to You the above mentioned addressees Borrower(s)/ Co-Borrower(s)/ Guarantor (s) under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the "Act"), calling upon you the Borrower(s)/ Co-Borrower(s)/ Guarantor(s) to repay the entire dues showing outstanding in the Loan Account lying with the Secured Creditor and discharge the entire liability of the loan agreement in full within the period stipulated therein. As you the Borrower(s)/ Co-Borrower(s)/ POA Holder of Borrower(s)/ Mortgagor(s) / Guarantor (s) above named failed and/or neglected to comply with the said notice within the period stipulated therein, the Authorized Officer has taken over possession and control of the aforesaid mortgaged property/secured asset under Section 13(4) of the Act read with Rule 8 of Security Interest (Enforcement) Rules, 2002, (The Rule). Thereafter the Secured Creditor had moved application under Sec-14 of the act in the Case of Goyal Brothers in before the Hon'ble District Magistrate Raipur and by virtue of Order Dated 25TH September 2023 and took the physical possession of the common mortgaged property on 5TH January 2024 & 19TH January 2024.

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
4th Floor Metro Tower, Vijay Nagar Square
AB Road Indore 452 010
Madhya Pradesh

www.kotak.com

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





Kotak Mahindra Bank

Notice is hereby given to you all that the Authorized Officer of Bank shall now proceed to sell the said Secured Asset by adopting any of the following methods mentioned in Rule 8 (5) of the Rule namely: (a) By obtaining quotations from the persons dealing with similar secured assets or otherwise Interested in buying such assets, OR (b) By inviting tenders from the public; OR (c) By holding public auction, OR (d) By private treaty.

As such, you all are hereby advised, in your own interest, to obtain or cause to obtain offers either from the parties dealing in such secured assets or otherwise interested in buying the secured asset at a price beyond which, they may not be interested to quote and submit the same together with their entire offer amount/s by Demand Draft / Pay Order drawn in favor of "Kotak Mahindra Bank Ltd" payable at par, positively within 15 days from the date of this Notice. Alternatively, you the Borrower(s)/ Co-Borrower(s)/ POA Holder of Borrower(s)/ Mortgagor(s) / Guarantor (s) may pay the entire outstanding dues of Bank and redeem the mortgage within the time limit specified hereinabove in which event, possession of the secured asset in question shall be restored to you the Borrower(s)/ Co-Borrower(s)/ POA Holder of Borrower(s)/ Mortgagor(s) / Guarantor (s). Please be noted that the outstanding in your Loan Account no BBA_WC TL No. 6397TL0100000099, BBA_WC '9312774043, BBA_WCDL '6397DL0100000113 and in the Loan No. BBA_WC '6397CL0100000006 ("ECLGS") all loan accounts having CRN 193823514, as on dated 19-01-2022, is amounting to RS. 4,21,70,004.88/- (Rupees: four crore twenty one lakhs seventy thousand four and eighty eight paise only), together with further interest and other charges thereon at the contractual rates upon the footing of compound interest from 20-01-2022, until payment/realization. This amount of outstanding of Loan will be recalculated /generated through system on the date of Payment, if you are making payment of entire outstanding as full and final to redeem the mortgage property within time limit specified herein above.

Please note that this Notice should not be construed as constituting any commitment on the part of Bank or the Authorized Officer/s to accept the offer(s) brought in by you or given at your instance and that Bank reserves its right to reject any or all of them without assigning any reason whatsoever.

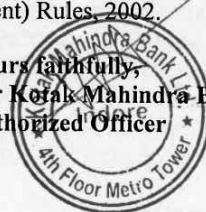
It is noteworthy to mention herein that a Notice dated 11-September-2024 under provision of Sec- 13(8) of the SARFAESI Act, 2002 (hereinafter referred to as 'Redemption Notice') was sent to, you the Borrower(s), Co-Borrower, Mortgagor(s), Guarantor (s) for payment of the entire outstanding dues of Bank and redeem the mortgage within 30 days from the date of receipt of the Redemption Notice in which event, possession of the secured asset in question shall be restored to you the Borrower(s)/ Co-Borrower(s) / Mortgagor(s) / Guarantor (s). However, you the addresses neglected and failed to redeem the same. Hence, the Bank is issuing the instant Sale cum Auction Notice as per provision of SARFAESI Act, 2002 read with SARFAESI Rules, 2002.

Auction process for sale of the secured Asset is initiated, a copy of its notification is attached herewith for your ready reference in the event you fail and/or neglect to submit any firm and/or valid offer(s) for the secured asset in question within 15 days from the date of this notice or Bank were to reject the offer/s made by you or by the third party(ies) at your instance, then Bank shall proceed further for sale of the secured asset in question as envisaged under the Act and the Rules framed thereunder, without any further intimation/notice to you in terms of the attached notification. Where the proceeds of such sale does not cover the entire outstanding dues of Bank together with further interest thereon, cost, charges, expenses, etc. incurred on that account till the date of payment and/or realization thereof, then, you all shall be jointly and/or severally liable to pay the amount that falls short of the total dues as and when demanded by Bank.

Please further note that in the event of your failure to pay the shortfall, Bank reserves its right to proceed against you for recovery of the shortfall as per law.

This Notice is issued to you under the provisions of the Security Interest (Enforcement) Rules, 2002.

Yours faithfully,
For Kotak Mahindra Bank Ltd.
Authorized Officer



Enclose – Copy of Sale cum Auction Notice.

Kotak Mahindra Bank Ltd.
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4th Floor Metro Tower, Vijay Nagar Square
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