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22/5/24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 22.05.2024

1. **Mr. Kishorilal A Gupta** (Borrower)
S/o Mr. Amritlal Shiochran Gupta

2. **Mrs. Seema Kishorilal Gupta** (Co-Borrower)
D/o Mr. Motilal Gupta

All At:

Room No. 503, Kangutkar Chawl
Near Forest Naka Tulinj Road
Nallasopara East Palghar-401203

All Also At:

Room No.6, Vimal Dham Chawl
Tulinj Road, Near Police Station
Nallasopara East, Vasai, Nallosapara E,
Palghar, Maharashtra- 401209

All Also At:

Flat No.003, Ground Floor
D-Wing, Suraj Green Park Co-Op HSG
Soc. Ltd. Samel Pada Survey No.10, 11
Hissa No.4, 3/1 (PT), Village Samel Nallasupara
West, Thane Mumbai- 401203

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 30.05.2013 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. HM/0236/H/18/100079 wherein we had called upon you to pay the dues of Rs. 24,91,150/- (Rupees Twenty Four Lakh Ninety One Thousand One Hundred Fifty Only) outstanding as on 30.05.2023 with further interest applicable from 31.05.2023 until payment in full (hereinafter referred as the "**Outstanding Amount**") and payable by you under the facilities granted by Magma Housing Finance Limited (subsequently Known as Poonawalla Housing Finance Limited ("PHFL")) now known as Grihum Housing Finance Limited (hereinafter referred to as "GHFL") 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 PHFL 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





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rights, title and interest in respect of outstanding amount pertaining to above said account(s) is now vested with Bank.

- 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 Physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 16.02.2024 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 24.11.2023 passed by Hon'ble Additional District Magistrate, Palghar under Section-14 of the said SARFAESI Act.
- 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.12,50,000/- (Rupees Twelve Lakh Fifty Thousand 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.27,08,937/- (Rupees Twenty Seven Lakh Eight Thousand Nine Hundred Thirty 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 Ltd- ADAMAS PLAZA, 05TH FLOOR, 166/16, CST ROAD, KALINA, SANTACRUZ (E), MUMBAI-400098
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.





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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.

For Kotak Mahindra Bank Limited

Authorized Officer

ANNEXURE – “A”

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Kishorilal A Gupta 2. Mrs. Seema Kishorilal Gupta
Loan account no.	HM/0236/H/18/100079
Amount outstanding	
Rs.27,08,937/- (Rupees Twenty Seven Lakh Eight Thousand Nine Hundred Thirty Seven only) outstanding as on 22.05.2024 with further interest applicable from 23.04.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of mortgaged property bearing Flat No.003, in “D” Wing, on Ground Floor, admeasuring an area of about 419 Sq.Ft. (built up area) i.e.38.94 Sq.Mts. (Built up area), in the building Known as “Suraj Green Park Co-opertave Housing Society Limited”, constructed on Free Hold Non Agricultural Land Bearing Survey No.10 Hissa No.4, Survey No.11, Hissa No.3/1 PT., Lying Being and situated at Village Samel, (Old Survey No.55 & 56 of Old Village Umrале), Near Little Flower High School Samelpada, Nallasopara (West) Tal Vasal, District Palghar, within the area of Sub-Registrar of Assurances Vasai No, Nallasopara, Thane Mumbai- 401203	
Boundaries :	
North : Ashoka Apartment South : Maharaj Apartment East : Sunder Plaza West : New Paras Building	
Name of the mortgagor(s):	
Mr. Kishorilal A Gupta & Mrs. Seema Kishorilal Gupta	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 12,50,000/- (Rupees Twelve Lakh Fifty Thousand Only)
EMD:	Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only)



भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224229867IN
Counter Nos1,OP-Code:OPER
To:KISHORIPAL,
PALGHAR H O, PIN:401404
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,24/05/2024 ,10:21
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224230012IN
Counter Nos1,OP-Code:OPER
To:SEEMA,
PALGHAR H O, PIN:401404
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,24/05/2024 ,10:21
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224229875IN
Counter Nos1,OP-Code:OPER
To:SEEMA,
PALGHAR H O, PIN:401404
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,24/05/2024 ,10:21
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224230131IN
Counter Nos1,OP-Code:OPER
To:KISHORILAL,
BOMBAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,24/05/2024 ,10:21
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224229898IN
Counter Nos1,OP-Code:OPER
To:KISHORILAL,
PALGHAR H O, PIN:401404
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,24/05/2024 ,10:21
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224230255IN
Counter Nos1,OP-Code:OPER
To:SEEMA,
BOMBAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,24/05/2024 ,10:21
<<Track on www.indiapost.gov.in>>