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slw
6-6-24
Kotak Mahindra Bank

Registered/ Speed Post

Dated: 06.06.2024

1. **Mrs. Hansa Devi**
W/o Mr. Rampal Sharma (Since Deceased)
(As Co-Borrower and Legal Heir of Mr. Rampal Sharma (Since Deceased))
2. **Mr. Vinod**
S/o Mr. Rampal Sharma (Since Deceased)
(As Legal Heir of Mr. Rampal Sharma (Since Deceased))

1 & 2 At:

Flat No.13/191, Ground Floor,
Malviya Nagar, Jaipur,
Rajasthan- 302017

3. **M/S Shree Bajrang Sweets** (Co-Borrower)
Through its proprietor
At:
Sector13, Shop No.10,
Malviya Nagar, Jaipur- 302017

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 21.07.2022 issued by Fullerton India Home Finance Company Limited (hereinafter referred to as "FIHFCL") 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. 602607210146486 & 602607510146742 wherein FIHFCL had called upon the borrower and the co-borrower to pay dues of Rs. 21,54,416/- (Rupees Twenty One Lakh Fifty Four Thousand Four Hundred and Sixteen Only) outstanding as on 15.07.2022 with further interest applicable from 16.07.2022 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by them under the facilities granted by FIHFCL within 60 days from the date of the said notice. The Borrower and the Co-borrowers have since then failed and neglected to pay the amount as demanded. It is pertinent to mention here that the Borrower Mr. Rampal Sharma has expired leaving behind the address No.1 and 2 as his legal heirs.
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 the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by FIHFCL 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.

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.



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 Physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 07.03.2024 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 passed by Hon'ble Senior Civil Judge Cum Chief Metropolitan Magistrate, Jaipur under section-14 of 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.16,00,000/- (Rupees Sixteen Lakh 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. 28,09,841/- (Rupees Twenty Eight Lakh Nine Thousand Eight Hundred and Forty One only) outstanding as on 06.06.2024 with further interest applicable from 07.06.2024 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	11.07.2024
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	10.07.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, Kotak House,- 1st Floor,232-233 SDC Tower, Near Amrapali Circle, Hanuman Nagar, Vaishali Nagar, Jaipur-302021
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.





Kotak Mahindra Bank

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



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.

ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Vinod S/O Mr. Rampal Sharma (Since Deceased) 2. Mrs. Hansa Devi W/O Late Mr. Rampal Sharma (Since Deceased) 3. M/S Shree Bajrang Sweets
Loan account no.	602607210146486 & 602607510146742
Amount outstanding	
Rs.28,09,841/- (Rupees Twenty Eight Lakh Nine Thousand Eight Hundred Forty One only) outstanding as on 06.06.2024 with further interest applicable from 07.06.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of H.No.13/191 (Without Roof) on Ground Floor, Malviya Nagar, Jaipur, Rajasthan total area admeasuring 46.870 Sq.Mtr. Bounded as: East : H.No. 13/192 West : H.No. 13/190 North: Park South: H.No.13/194 Name of the mortgagor: Mrs. Hansa Devi	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 16,00,000/- (Rupees Sixteen Lakh Only)
EMD:	Rs. 1,60,000/- (Rupees One Lakh Sixty Thousand Only)



भारतीय डाक



India Post

RL 2013010170 <201301>
RL A RL1022306361M
Counter No:1,(P-Code:07ER
To:HECA DEVI,
JAIPUR G P O, PIN:302001
From:KOTAK MAHINDRA BANK LTD , MUDA
Wt:40grams,
PS:32.00, ,07/06/2024 ,09:16
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010170 <201301>
RL A RL1022306361M
Counter No:1,(P-Code:07ER
To:VINOD,
JAIPUR G P O, PIN:302001
From:KOTAK MAHINDRA BANK LTD , MUDA
Wt:40grams,
PS:32.00, ,07/06/2024 ,09:16
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010170 <201301>
RL A RL1022307691M
Counter No:1,(P-Code:07ER
To:SHREE BAIKANG SWEETS,
JAIPUR G P O, PIN:302001
From:KOTAK MAHINDRA BANK LTD , MUDA
Wt:40grams,
PS:32.00, ,07/06/2024 ,09:16
<<Track on www.indiapost.gov.in>>