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24-6-24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 24.06.2024

1. **Mr. Randhir Singh**
S/O Mr. Mahinder Singh

(Borrower)

At:

Kotrani Road No.1,
House No.11, Phagwara- 144401

2. **Mrs. Lakhwinder Kaur**
W/O Mr. Randhir Singh

(Co-Borrower)

Both At:

H.No.17/1, New Adarsh Nagar,
Raja Garden, Kot Rani Road,
Phagwara, Punjab- 144402

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 07.06.2014 issued by PNB Housing Finance Limited (hereinafter referred to as "PNBHFL") 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. 00246660001469 wherein PNBHFL had called upon you to pay the dues of Rs. 28,78,465/- (Rupees Twenty Eight Lakh Seventy Eight Thousand Four Hundred and Sixty Five Only) outstanding as on **07.06.2014** with further interest applicable from **08.06.2014** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you under the facilities granted by "**PNBHFL**" within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. PNBHFL has vide an assignment agreement dated 04.03.2023 ("Assignment Agreement") has assigned the debts due and payable by you in favour of Kotak Mahindra Bank Limited (hereinafter referred to as "The Bank/KMBL") along with all the rights, title, security interests, benefits, financial documents in the facility(ies) granted by PNBHFL 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 Authorised officer of PNBHFL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "**Secured Asset**") on 11.09.2017 in exercise of the powers conferred on him

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.



under Section 13 (4) of the said Act read with Rules 8 & 9 and in pursuance of order dated 20.10.2016 passed by Hon'ble District Magistrate, Kapurthala under section-14 of the said SARFAESI Act. Thereafter PNBHFL has handed over the possession of the property to KMBL.

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. 25,00,000/- (Rupees Twenty Five 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. 28,78,465/- (Rupees Twenty Eight Lakh Seventy Eight Thousand Four Hundred and Sixty Five Only) outstanding as on 07.06.2014 with further interest applicable from 08.06.2014 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	02.08.2024
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	01.08.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd.- MADHYA MARG 2ND FLOOR ,SCO 153-154-155 SECTOR - 9C,CHANDIGARH 160009
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.
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.





Kotak Mahindra Bank

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. Randhir Singh 2. Mrs. Lakhwinder Kaur
Loan account no.	00246660001469
Amount outstanding	
Rs.28,78,465/- (Rupees Twenty Eight Lakh Seventy Eight Thousand Four Hundred and Sixty Five only) outstanding as on 07.06.2014 with further interest applicable from 08.06.2014 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of property measuring 6.00 Marlas i.e 3 ½ Marlas being 7/1128 th share of total land measuring 28K-4M comprising Khata No. 1014/1397, Khasra No.1538 (3-7), 1539 (4-13), 1540 (6-1), 1555(1-11), 1556 (3-17), 1557 (3-13), 1563 (5-2)Kita: 7 Khata No.1014/1397 & 2 ½ Marlas Being 5/1250 th share of total land measuring 31K-5M comprising Khata No. 1032/1418, Khasra No. 1541/8-13, 1546/1/4-9, 1547/4-2, 1560/4-4, 1561/7-19, 1559/1-2/2/1-18 Kita:6 situated in the revenue area of Phagwara Garbi (Kot Rani) Vide Doc.No. 3980, dated 20.2.2009 Jaied Bahi No 1 Zild No.1804 Page No.80 Registered at the office of Sub-Registartion ,Phagwara.	
Name of the mortgagor:	
Mr. Randhir Singh	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 25,00,000/- (Rupees Twenty Five Lakh Only)
EMD:	Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)

CC To:

- 1. Mr. Shiv Kumar (Guarantor)**
S/o Mr. Chhotu Ram
H.No.125, Gali No.5
Bhagat Pura, Satnampura,
Phagwara- 144402
- 2. Mr. Ranjit Singh (Guarantor)**
S/o Mr. Chaman Singh
H.No. 155 A, New Adarsh
Nagar, Phagwara- 144402



भारतीय डाक



India Post

RL 2013010120 <201301>

RL A RUI35386583IN

Counter No:1,(P-Code:0PER

To:RAMNIR,

PHAGWARA HO, PIN:144401

From:KOTAK MAHINDRA BANK LTD , NOIDA

Wt:40grams,

PS:32.00 , 25/06/2024 ,09:06

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>

RL A RUI35386463IN

Counter No:1,(P-Code:0PER

To:RAMNIR,

PHAGWARA HO, PIN:144401

From:KOTAK MAHINDRA BANK LTD , NOIDA

Wt:40grams,

PS:32.00 , 25/06/2024 ,09:06

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>

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Counter No:1,(P-Code:0PER

To:LAKSHMINDER,

PHAGWARA HO, PIN:144401

From:KOTAK MAHINDRA BANK LTD , NOIDA

Wt:40grams,

PS:32.00 , 25/06/2024 ,09:06

<<Track on www.indiapost.gov.in>>

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India Post

RL 2013010120 <201301>

RL A RUI35386596IN

Counter No:1,(P-Code:0PER

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PHAGWARA HO, PIN:144401

From:KOTAK MAHINDRA BANK LTD , NOIDA

Wt:40grams,

PS:32.00 , 25/06/2024 ,09:06

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भारतीय डाक



India Post

RL 2013010120 <201301>

RL A RUI35386477IN

Counter No:1,(P-Code:0PER

To:LAKSHMINDER, **RANJIT**

PHAGWARA HO, PIN:144401

From:KOTAK MAHINDRA BANK LTD , NOIDA

Wt:40grams,

PS:32.00 , 25/06/2024 ,09:06

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