



o/c
SWO
14/5/24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 14.05.2024

1. **Mr. Shashank Ishwar Singh**
S/O Late Ishwar Singh
(As Co-Borrower and Legal Heir of Borrower Late Rajeshwari Ishwar Singh)

2. **Mrs. Rohini Kohli** (Co-Borrower)
W/O Mr. Shashank Singh

68/1 Near L.S.R College Zamrudpur
Greater Kailash-1 Delhi-110048
Delhi(New Delhi) India.

3. **Ms. Bhavna**
D/o Late Ishwar Singh
(As Legal Heir of Borrower Late Rajeshwari Ishwar Singh)

All At:

H.No -V-20, Near Water Tank,
Village Nithari, Sector-31, Noida,
Gautam Budhha Nagar, Uttar Pradesh- 201301

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 03.09.2020 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. LNDEL00617-180001414 wherein we had called upon the borrower and the co-borrowers to pay the dues of Rs. 51,34,944/- (Rupees Fifty One Lakh Thirty Four Thousand Nine Hundred Forty Four Only) outstanding as on 03.09.2020 with further interest applicable from 04.09.2020 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by them 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 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 Mrs. Rajeshwari Ishwar Singh has expired on 09.01.2024 leaving behind the addressee No. 1 and 3 as her legal heirs.

2. It is relevant to note that despite the service of the above mentioned notice the addressee therein have failed to liquidate the outstanding dues and as such the Authorized officer of the Bank has taken Physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Asset**") on 14.03.2024 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 11.11.2022, passed by Hon'ble Additional District Magistrate, Gautam Budh Nagar under section 14 of the SARFAESI Act.



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. Essel has vide an assignment agreement dated **18.02.2020** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of KMBL 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.
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.80,00,000/- (Rupees Eighty 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.76,82,778/- (Rupees Seventy Six Lakh Eighty Two Thousand Seven Hundred and Seventy Eight Only)** outstanding as on **13.05.2024** with further interest applicable from **14.05.2024** 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. **Please note that the earlier Sale notice dated 13.05.2024 stands recalled with immediate effect and the contents of the present notice be read as our demand pertaining to the aforesaid loan account.**
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	25.06.2024
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	24.06.2024 UP TO 5:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, Plot No. 7, 7 th floor, Sector-125, Noida, U.P- 201313
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.
9. Your 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. Mrs. Rajeshwari Ishwar Singh (since deceased) 2. Mr. Shashank Ishwar Singh 3. Ms. Rohini Kohli
Loan account no.	LNDEL00617-180001414
Amount outstanding	
Rs.76,82,778/- (Rupees Seventy Six Lakh Eighty Two Thousand Seven Hundred Seventy Eight Only) outstanding as on 13.05.2024 with further interest applicable from 14.05.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of Plot No. V-20, area measuring 101.25 Sq.Mtrs, situated in Village Nithari, Pargana and Tehsil Dadri, District Gautam Budh Nagar, Uttar Pradesh- 201301 Bounded As: East : Plot No. V-19 West : Plot No. V-21 North : Plot No. V-3 South : Rasta 6 Mtrs.	
Name of the mortgagor:	
Mrs. Rajeshwari Singh (Since Deceased)	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 80,00,000/- (Rupees Eighty Lakh Only)
EMD:	Rs. 8,00,000/- (Rupees Eight Lakh Only)

ANNEXURE-"B"- LIST OF ENCUMBRANCE

Pending Litigation	SA No. 884 of 2022 before Hon'ble DRT Lucknow, in case titled Rajeshwari Ishwar Singh vs Kotak Mahindra Bank Ltd
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भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224217489IN
Counter No:1, CP-Code:OPER
To:REHINI KOHLI,
DELHI GPO, PIN:110006

From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,

PS:32.00, ,15/04/2024 ,09:21

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

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224217360IN
Counter No:1, CP-Code:OPER
To:SHASHANK ISHWAR,
NOIDA COMPLEX, PIN:201301

From:KOTAK MAHINDRA BANK LTD , NOIDA

Wt:40grams,

PS:32.00, ,15/04/2024 ,09:21

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

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224217492IN
Counter No:1, CP-Code:OPER
To:REHINI KOHLI,
NOIDA COMPLEX, PIN:201301

From:KOTAK MAHINDRA BANK LTD , NOIDA

Wt:40grams,

PS:32.00, ,15/04/2024 ,09:21

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

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL224217373IN
Counter No:1, CP-Code:OPER
To:RANNA,
NOIDA COMPLEX, PIN:201301

From:KOTAK MAHINDRA BANK LTD , NOIDA

Wt:40grams,

PS:32.00, ,15/04/2024 ,09:20

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