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4-10-2
01C
Kotak Mahindra Bank

Registered/ Speed Post

Dated: 04.10.2024

1. **Mr. Santosh Kumar Gupta** (Borrower)
S/o Mr. Ram Swaroop Gupta
2. **Mr. Nitin Gupta** (Co-Borrower)
S/o Mr. Santosh Kumar Gupta
3. **Mrs. Shashi Gupta** (Co-Borrower)
W/o Mr. Santosh Gupta
All At:
C-174, G-3, Ramprastha Colony,
Ghaziabad, Uttar Pradesh-201010

All Also At:-
Shop No.SE- 120, Jaipuria Sun Rise Greens,
Plot No.12A, Ahinsa Khand, Indirapuram,
Ghaziabad, Uttar Pradesh-201014

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **01.11.2016** issued by PNB Housing Finance Limited (hereinafter referred to as "**PNBHFL**") under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "SARFAESI Act"), related to Loan Account No. **00016710009252** wherein PNBHFL had called upon you to pay the dues of **Rs.25,38,703.03/- (Rupees Twenty Five Lakh Thirty Eight Thousand Seven Hundred Three and Three Paise Only)** due and payable as on **01.11.2016** along with future interest applicable from **02.11.2016** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all 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 called **KMBL/The Bank**) along with all its rights, title, interests, benefits in the facilities granted by PNBHFL with other incidental right thereto including the assignment of the said facilities 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 the outstanding amount pertaining to above said account(s) is now vested with The 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 Authorized officer of PNBHFL has taken

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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.



possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 24.08.2017 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9.

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) Rules, 2002 and on the basis of report of the valuer, auction of secured asset as mentioned in Annexure "A" was conducted by PNBHFL on various occasions and lastly on 06.08.2020 with the Reserve Price of Rs.31,50,000/- (Rupees Thirty One Lakh Fifty Thousand Only). However the said auction failed for want of bidders.
5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs.13,00,000/- (Rupees Thirteen Lakh Only) below which the said secured asset will not be sold and which sale will be on **"as is where is", "as is what is basis" and "whatever there is basis"**.
6. 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 as mentioned in **Annexure "A"** by public auction and/or any other methods as prescribed under the provisions of Rule 8 (5) of Security Interest (Enforcement) Rules, 2002 read with proviso to Rule 9(1) after a period of 15 (Fifteen Days) days from the date of this notice along with the existing encumbrances if any on **"as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receives the entire outstanding amount i.e. **Rs.80,28,864/- (Rupees Eighty Lakh Twenty Eight Thousand Eight Hundred and Sixty Four Only)** as of **04.10.2024** along with future interest applicable from **05.10.2024** in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen 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.
7. 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:-

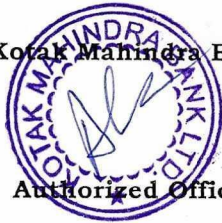
S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	29.10.2024
2	TIME OF AUCTION	12:00 PM TO 1:00 pm with unlimited extension of 5 minutes
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	28.10.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd,- 7 th Floor, Plot No.-7, Sector -125,Noida Uttar Pradesh-201313
5	MODE OF AUCTION	E-auction through website HTTP://BANKAUCTIONS.IN/

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) days for sale of the said secured asset.



9. Post the expiration of the said 15 (fifteen) 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.
10. The Borrower's attention is also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).
11. Should you have any representation to be made in response to this notice, please mark the same to Mr. Akshit Solanki (Mob No. +917302111608)/Mr. Rajender Dahiya-, (Mob No +918448264515) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID- rard.customercare@kotak.com only, in order to enable us to respond in time. Please note that we shall not be responsible for not responding to any of your representations made in response to this notice if the same is addressed to any other person or place.

For Kotak Mahindra Bank Limited



Authorized Officer

CC To:

Naveen Gupta (Guarantor)
205--A, PKT-C,
Mayur Vihar, Phase-II,
Delh- 110091

ANNEXURE – “A”

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Santosh Kumar Gupta 2. Mr. Nitin Gupta 3. Mrs. Shashi Gupta
Loan account no.	00016710009252
Amount outstanding	
Rs.80,28,864/- (Rupees Eighty Lakh Twenty Eight Thousand Eight Hundred and Sixty Four Only) as of 04.10.2024 along with future interest applicable from 05.10.2024 until payment in full and other charges	
Description of the Mortgaged property	
All that piece and parcel of property bearing Commercial Space No. S E-120, having super area 504 sq.ft i.e., 46.82 sq.mtrs. approx. at Ground Floor in “Jaipuria Sunrise Greens” on Group Housing Plot No. 12 A, situated at Ahinsa Khand, Indrapuram, Tehsil & District Ghaziabad (U.P). Plot Bounded as: East: Road 150” wide West: Road 80” wide North: Road 100” wide South: Road 120” wide	
Name of the mortgagor: Mr. Santosh Kumar Gupta	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 13,00,000/- (Rupees Thirteen Lakh Only)
EMD:	Rs.1,30,000/- (Rupees One Lakh Thirty Thousand Only)



RL 2013010120 <201301>
RL A RU206394553IN
Counter No:1,OF-Code:OPER
To:NAVEEN,
DELHI GPO, PIN:110006
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,05/10/2024 ,09:06
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RU206394540IN
Counter No:1,OF-Code:OPER
To:SHASHI,
GHAZIABAD H O, PIN:201001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,05/10/2024 ,09:06
<<Track on www.indiapost.gov.in>>



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GHAZIABAD H O, PIN:201001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,05/10/2024 ,09:07
<<Track on www.indiapost.gov.in>>



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GHAZIABAD H O, PIN:201001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
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<<Track on www.indiapost.gov.in>>



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



RL 2013010120 <201301>
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To:NITIN,
GHAZIABAD H O, PIN:201001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,05/10/2024 ,09:06
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RU206394496IN
Counter No:1,OF-Code:OPER
To:SANTOSH,
GHAZIABAD H O, PIN:201001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,05/10/2024 ,09:07
<<Track on www.indiapost.gov.in>>

