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Shi8
24-12-21

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 24.12.2024

Mr. Sahil Chadha
S/o Mr. Jaipal Chadha
At:

(Borrower)

Flat No.A-105/106, Lunkad Gardens,
Near Datt Dukirkline Mandir Chowk,
Viman Nagar, Pune- 411014

Also At:

Jet Airways, 5th Floor,
Siroja Centre, Mumbai-400099

Also At:

Office No.609, HQ3C+3C7 Supreme Headquarter,
Above Tata Motor Showroom - Garve,
Yash Orchid Society, Baner, Pune, Maharashtra 411021

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **04.09.2020** issued by Kotak Mahindra Bank Limited (hereinafter referred to as "KMBL/ The Bank") 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. **405THT80706304, 405THT80706306, 405TLH80675550 & 405TLH80675554** wherein we had called upon you to pay the dues of **Rs.56,14,263 /-(Rupees Fifty Six Lakh Fourteen Thousand Two Hundred and Sixty Three Only)** due and payable as on **04.09.2020** along with future interest applicable from **05.09.2020** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by Bajaj Housing Finance Limited (hereafter to be referred as "BHFL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. BHFL has vide an assignment agreement dated **26.12.2019** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of the Bank along with all its rights, title, interests, benefits in the facilities granted by BHFL 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.

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137

7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh - 201 313. T +91 12 06173761
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 the Bank has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 20.11.2020 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 assets, inspection was carried out by approved valuer in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002. On the basis of the report of the valuer, secured assets were put on auction on various occasions by KMBL but lastly on 23.02.2022 with the consolidated Reserve Price of Rs.25,00,000/- (Rupees Twenty Five Lakh Only) i.e. Rs.12,50,000/- (Rupees Twelve Lakh Fifty Thousand Only) for each properties. 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 assets on the consolidated reserve price reserve price of Rs.22,50,000/- (Rupees Twenty Two Lakh Fifty Thousand Only) i.e. Rs.11,25,000/- (Rupees Eleven Lakh Twenty Five Thousand Only) for each properties below which the said secured assets 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 assets 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.73,87,002.42/- (Rupees Seventy Three Lakh Eighty Seven Thousand Two and Forty Two Paise Only)** as of **23.12.2024** along with future interest applicable from **24.12.2024** 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	30.01.2025
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	29.01.2025 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., Zone-2 Nyati Unitree, 4th Floor, Yerwada, Pune Nagar Highway, Pune - 411006.



5	MODE OF AUCTION	E-auction through website HTTP://BANKAUCTIONS.IN/
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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. Pralhad Ghagare (Mob No. +91-7208072433), Mr. Agnel Pillai (Mob No. +918976929685) & Sanjay Chavan (Mob No. +918655312059) 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

RL 1100510164 <110051>
RL B RD618973754IN
Counter No:2,OP-Code:1
To:SAHIL,
MAHARASHTRA, PIN:400099
From:KOTAK MAHINDR BANK LTD , NOIDA
Wt:35grams,
Amt:32.00 ,26/12/2024 ,11:58
<<Track on www.indiapost.gov.in>>



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