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SWID
11-3-25
Kotak Mahindra Bank

Registered/Speed Post

Date: 11.03.2025

1. **Mr. Sanjeev Mittal** (Borrower)
S/o Mr. Kishan Prasad Mittal
{As Legal heir of Co-borrower Mrs. Chandan Jain (since deceased)}
At:
Kishan Prasad Mittal, 18A,
Ashok Vatika, Badarwas Ajmer
Bypass Opp. Mansarowar,
Jaipur, Rajasthan-302020
2. **M/S Jain And Company** (Co-Borrower)
Through its Proprietor Mr. Sanjeev Mittal
At:
Patel Market Vardhman Nagar,
Ajmer Bypass, Jaipur, Rajasthan- 302024
3. **Mr. Mayank Jain**
S/o Mr. Sanjeev Mittal
{As Legal heir of Co-borrower Mrs. Chandan Jain (since deceased)}
All At:
F-1, First Floor, Plot No. 13,
Kamal Vihar, Gram Mangyawas, Tehsil- Sanganer,
Jaipur, Rajasthan-302020

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **06.10.2023** 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 Nos. **602607210193259 & 602607510199440** wherein we had called upon the borrowers to pay the dues of **Rs.34,00,921/- (Rupees Thirty Four Lakh Nine Hundred and Twenty One Only)** outstanding as on **06.10.2023** with further interest applicable from **07.10.2023** until payment in full (hereinafter referred as the "**Outstanding Amount**") and payable by them under the facilities granted by Fullerton India Home Finance Company Limited (hereinafter referred to as "**FIHFCL**") within 60 days from the date of the said notice. The borrowers have since then failed and neglected to pay the amount as demanded.
2. **FIHFCL** has vide an assignment agreement dated **28.03.2023** ("**Assignment Agreement**") has assigned the debts due and payable by the borrowers in favour of 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





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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 the borrowers 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 09.12.2024 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 20.06.2024 passed by Hon'ble District Collector cum Magistrate under section 14 of the 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.38,00,000/- (Rupees Thirty Eight Lakh Only). Furthermore, it has come to the knowledge of the Bank that the co-borrower Mrs. Chandan Jain has expired on 01.02.2025 leaving behind the addressee No. 1 and 3 as her only legal heirs. The instant notice has been issued to the addressee No.1 in the capacity of being the borrower as well as the legal heir of Mrs. Chandan Jain whereas the addressee no. 3 has been notified in the capacity of being the legal heir of the deceased Chandan Jain as both the addressee have not only inherited her estate but also the liabilities.
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.39,62,527/- (Rupees Thirty Nine Lakh Sixty Two Thousand Five Hundred and Twenty Seven Only)** outstanding as on **11.03.2025** with further interest applicable from **12.03.2025** 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	22.04.2025
2	TIME OF AUCTION	12:00 p.m. to 01:00 p.m with unlimited extension of 5 minutes





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3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	21.04.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd,- 1 st 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.
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.
10. Should you have any representation to be made in response to this notice, please mark the same to Mr. Ravinder Singh Godara (Mob No +919983999074) & Mrs. Laxmi Choudhary (Mob No. +917412032966) & Mr. Akshit Solanki (Mob No. +917302111608) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID-rard.customer@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

Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No.7, Sector-125, Noida, Uttar Pradesh - 201 313. T +91 0120 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, Legal Heirs & Loan Account No.	
Name of the borrowers & Legal Heirs	1. Mr. Sanjeev Mittal 2. Mrs. Chandan Jain(Since Deceased) 3. M/S Jain and Company Through Its Proprietor Mr. Sanjeev Mittal 4. Mr. Mayank Jain
Loan account nos.	602607210193259 & 602607510199440
Amount outstanding	
Rs.39,62,527/- (Rupees Thirty Nine Lakh Sixty Two Thousand Five Hundred and Twenty Seven Only) outstanding as on 11.03.2025 with further interest applicable from 12.03.2025 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that Piece and Parcel of Residential Property Flat at F-1, First Floor, Plot No.-13, Area Admeasuring 1300 Sq.Ft Super Built-up Kamal Vihar, Mangyawas, Tehsil Sanganer, Jaipur-302020.	
Name of the mortgagor: Mrs. Chandan Jain (since deceased)	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.38,00,000/- (Rupees Thirty Eight Lakh Only)
EMD:	Rs.3,80,000/- (Rupees Three Lakh Eighty Thousand Only)
List of Encumbrance (if any): Nil	



भारतीय डाक
डाक सेवा - जन सेवा

डाक सेवा - जन सेवा

India Post
Dak Seva - Jan Seva

RL 1100510164 <110051>
RL B 00000836592IN
Counter No:2,OP-Code:1
To:SANJEEV,
RAJASTHAN, PIN:302020
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:25grams,
Amt:32.00 ,12/03/2025 ,11:17
<<Track on www.indiapost.gov.in>>

भारतीय डाक
डाक सेवा - जन सेवा

डाक सेवा - जन सेवा

India Post
Dak Seva - Jan Seva

RL 1100510164 <110051>
RL B 00000836442IN
Counter No:2,OP-Code:1
To:JAIN AND COMPANY,
RAJASTHAN, PIN:302024
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:25grams,
Amt:32.00 ,12/03/2025 ,11:18
<<Track on www.indiapost.gov.in>>

भारतीय डाक
डाक सेवा - जन सेवा

डाक सेवा - जन सेवा

India Post
Dak Seva - Jan Seva

RL 1100510164 <110051>
RL B 00000836589IN
Counter No:2,OP-Code:1
To:SANJEEV,
RAJASTHAN, PIN:302020
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:25grams,
Amt:32.00 ,12/03/2025 ,11:18
<<Track on www.indiapost.gov.in>>

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डाक सेवा - जन सेवा

India Post
Dak Seva - Jan Seva

RL 1100510164 <110051>
RL B 00000836575IN
Counter No:2,OP-Code:1
To:JAIN AND COM.,
RAJASTHAN, PIN:302020
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:25grams,
Amt:32.00 ,12/03/2025 ,11:18
<<Track on www.indiapost.gov.in>>

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डाक सेवा - जन सेवा

India Post
Dak Seva - Jan Seva

RL 1100510164 <110051>
RL B 00000836439IN
Counter No:2,OP-Code:1
To:MAYANK JAIN,
RAJASTHAN, PIN:302020
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:25grams,
Amt:32.00 ,12/03/2025 ,11:18
<<Track on www.indiapost.gov.in>>