

Shid 19/2/24



### Kotak Mahindra Bank

#### By Registered Post

Date: 19.02.2024

 MR. AZAD ANSARI S/O MR. TASAKDUK ANSARI AT: PLOT NO 19, PART OF KHASARA NO. 63 KA MINJULA AT LAXMAN VIHAR VILLAGE, SAIDPUR JAGIR, BAKSHI KA TALAB LUCKNOW -227202

 MS. VAHIDA BANO
 D/O MR. SHER MOHAMMAD
 AT: PLOT NO 19, PART OF KHASARA NO. 63 KA MINJULA AT LAXMAN VIHAR VILLAGE, SAIDPUR JAGIR, BAKSHI KA TALAB LUCKNOW -227202

Dear Sir/Madam,

### Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Statutory Demand Notice dated 23.11.2021 issued by Poonawalla Housing Finance Limited (renamed as Grihum Housing Finance Limited) (hereinafter to be referred as "GHFL") 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"), wherein you were called upon to pay the dues of Rs.15,43,145/- (Rupees Fifteen Lakh Forty Three Thousand One Hundred And Forty Five Only) due and payable as of 23.11.2021 with further interest applicable along with other contractual dues which may fall due till realization thereof until payment in full within 60 days (Sixty days) from the date of the said Demand Notice. You have since then failed and neglected to pay the amount as demanded.
- 2. GHFL has vide an assignment agreement dated 31.03.2022 ("Assignment Agreement") has assigned the debts due and payable by you under Loan Account No. HL/0043/H/16/100016 in favour of Kotak Mahindra Bank Limited ("the Bank") along with all the rights, title, security interests, benefits, financial documents, in the facilities granted by GHFL with other incidental right thereto including the assignment of the said facilities along with the underlying securities. As per the said assignment agreement, the Bank 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. The Bank has been subrogated in place of GHFL and has become the absolute owner of the said account and all right, title and interest of GHFL in respect of outstanding amount 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 the Bank has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 04.11.2022 in exercise of the powers conferred on him under Section 13 (4) of the SARFAESI Act read with Rules 8 & 9 of the Security Interest (Enforcement) Rules, 2002.
- 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

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Kotak Mahindra Bank Ltd. CIN: L65110MH1985PLC038137

7th Floor, Plot No.7 Sector-125, Noida Uttar Pradesh - 201 313 Registered Office: 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051, Maharashtra, India. THINDRY BY



## Kotak Mahindra Bank

of valuer, the Reserve Price of the Secured Asset as mentioned in Annexure "A" is fixed at Rs.15,50,000/- (Rupees Fifteen Lakh Fifty Thousand 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 as mentioned in Annexure "A" annexed herewith 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 'as is where is basis & As is what is basis & Whatever there is basis', unless we receive the entire outstanding amount along with future interest and other charges as demanded in the statutory demand notice, within the statutory period of 30 (Thirty) days, from the date of present notice and please take notice that if in case auction scheduled herein fails for any reason whatsoever then secured creditor may enforce security interest by way of sale through private treaty, also 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". The auction shall be scheduled as under:

S.NO.	PARTICULARS	DETAILS	
1	DATE OF AUCTION	27 - 03 -2024	
2	TIME OF AUCTION	12:00 PM TO 1:00 PM WITH UNLIMITED EXTENSION OF 5 MINUTES	
3	LAST DATE FOR SUBMISSION OF EMD WITH KYC IS	26– 03 -2024 UP TO 6:00 P.M. (IST.)	
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., (SPEED BUILDING 3, SHAHNAJAF ROAD, LA PLACE, HAZARATGANJ, LUCKNOW, UTTAR PRADESH 226001	
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(6), of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers a notice of 30 (Thirty) days for sale of the secured asset.
- 8. The Borrower's attention is 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.
- 9. Post the expiration of the said 30 (Thirtý) days, the Bank shall be entitled to sell the 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.

For Kotak Mahindra Bank Limited

Authorized Officer



# Kotak Mahindra Bank

### ANNEXURE - "A"

Name of the Borrowers & Account No.	Amount outstanding	Description of the Mortgaged properties	Reserve Price fixed (Rs.) & EMD (Rs.)
1. MR. AZAD ANSARI S/O MR. TASAKDUK ANSARI AT: PLOT NO 19, PART OF KHASARA NO. 63 KA MINJULA AT LAXMAN VIHAR VILLAGE, SAIDPUR JAGIR, BAKSHI KA TALAB LUCKNOW -227202-  2. MS. VAHIDA BANO D/O SHER MOHAMMAD AT: PLOT NO 19, PART OF KHASARA NO. 63 KA MINJULA AT LAXMAN VIHAR VILLAGE, SAIDPUR JAGIR, BAKSHI KA TALAB LUCKNOW - 227202  Loan No. HL/0043/H/16/100016	RS.19,69,682/-(RUPEES NINETEEN LAKH SIXTY NINE THOUSAND SIX HUNDRED AND EIGHTY TWO ONLY) AS OF 16.02.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 17.02.2024 UNTIL PAYMENT IN FULL WITH COST AND CHARGES.	ALL THAT PIECE AND PARCEL OF MORTGAGE PROPERTY OF PLOT NO. 19 FORMING PART OF LAND KHASARA NO. 63, SITUATED AT SAIDPUR JAGIR, PARGANA - LUCKNOW, TEHSIL-BAKSHI KA TALAB DISTRICT - LUCKNOW-227202  POSTAL ADDRESS:-PLOT NO 19, PART OF KHASARA NO. 63 KA MINJULA AT LAXMAN VIHAR VILLAGE, SAIDPUR JAGIR, BAKSHI KA TALAB LUCKNOW -227202	RS. 15,50,000/- (RUPEES FIFTEEN LAKH FIFTY THOUSAND ONLY)  EMD: RS. 1,55,000/- (RUPEES ONE LAKH FIFTY FIVE THOUSAND ONLY)
	·	Name of the Mortgagor: Mr. Azad Ansari	HIND

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