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2/2/24

Kotak Mahindra Bank

Registered Post

Dated: 02.02.2024

1. **MR. ALAKHRAM SHYAMLAL (BORROWER)**
S/O MR. SHYAM LAL
2. **MRS. PHULMTI SHYAMLAL (CO-BORROWER)**
W/O MR. SHYAMLAL

BOTH AT:
38 SALASAR VATIKA 2ND, NIWARU ROAD,
JHOTWARA JAIPUR, SALASAR VATIKA,
JAIPUR, RAJASTHAN- 302012

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 12.08.2021 issued by Fullerton India Home Finance Company Ltd (hereinafter referred to as "FIHFCL") 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. 602607210668940 wherein FIHFCL had called upon you to pay the dues of Rs. 16,83,550.19/- (Rupees Sixteen Lakh Eighty Three Thousand Five Hundred Fifty And Nineteen Paise Only) due and payable as on 11.08.2021 along with future interest applicable from 12.08.2021 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by FIHFCL within 60 days from the date of the said Notice, You 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 you in favour of Kotak Mahindra Bank Limited (hereinafter referred to as "KMBL/The Bank") along with all its rights, title, interests, benefits in the facilities granted by FIHFCL 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 FIHFCL and all right, title and interest of FIHFCL in respect of Outstanding Amount is now vested with The Bank.
3. It is pertinent to note that after the receipt of the demand notice mentioned herein above both of you had voluntarily surrendered the mortgaged property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") to the Authorised officer of the FIHFCL.
4. After taking possession of the secured asset, the said property was put on auction by FIHFCL in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 on various dates and lastly on 12.09.2023. All the auctions conducted have failed for want of bidders.
5. Subsequent to the Assignment of loan account in its favour, for recovering its legal dues, The Bank is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Asset will not be sold and which sale will be on "as is where is and whatever is basis".

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.



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 KMBL 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 read with proviso to Rule 9(1) after a period of 15 (Fifteen) days from the date of this notice **along with the existing encumbrances if any "AS IS WHERE IS BASIS & AS IS WHAT BASIS & WHATEVER THERE IS BASIS"**, unless we receive the entire outstanding amount i.e. **Rs. 22,65,090 /-(Rupees Twenty Two Lakh Sixty Five Thousand Ninety Only)** as 15.01.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 16.01.2024 until payment in full and other charges as demanded in the instant notice, within the statutory period of 15 (Fifteen) 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. Please note that the earlier Sale notice dated 16.01.2024 stands recalled with immediate effect and the contents of the present notice be read as our demand pertaining to the aforesaid loan account.
7. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A".

*

| S.NO. | PARTICULARS | DETAILS |
|-------|--|---|
| 1 | DATE OF AUCTION | 20-02-2024 |
| 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 | 19-02-2024 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 Amarpali Circle, Hanuman Nagar, Vaishali Nagar, Jaipur-302021 |
| 5 | MODE OF AUCTION | E-AUCTION THROUGH WEBSITE HTTP://BANKAUCTIONS.IN/ |

8. Please treat this notice as Notice under Rule 8(5) and Proviso to Rule 9 (1) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers, a notice of 15 (Fifteen) days for sale of the secured asset.
9. Post the expiration of the said 15 (Fifteen) days, KMBL 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.
10. The borrower's attention is invited to the provisions of sub section 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 & ACCOUNT NO. | AMOUNT OUTSTANDING | DESCRIPTION OF THE MORTGAGED PROPERTIES | RESERVE PRICE FIXED (RS.) & EMD (RS.) |
|---|---|--|--|
| 1. MR. ALAKHRAM SHYAMLAL 2. MRS. PHULMTI SHYAMLAL LOAN NO. 602607210668940 | Rs. 22,65,090/- (Rupees Twenty Two Lakh Sixty Five Thousand Ninety Only) AS OF 15.01.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 16.01.2024 UNTIL PAYMENT IN FULL. | ALL THAT PIECE AND PARCEL OF FLAT NO. S-2, SECOND FLOOR, HAVING BUILT UP AREA 650.00 SQ. FT WITHOUT ROOF RIGHTS WITH COMMON PARKING, SEPARATE WATER TANK, COMMON FACILITIES AND PROPORTIONATE SHARE IN THE LAND AND ROOF ALONGWITH EASMENTARY RIGHTS CONSTRUCTED ON PLOT NO. B-2, "SUNRISE CITY", BLOCK NO-B, VILLAGE NIWARU, NIWARU ROAD, JAIPUR, RAJASTHAN ADMEASURING 216.66 SQ YD. OR 181.15 SQ. MTRS. BOUNDARIES OF THE SAID PROPERTY:- NORTH:- PLOT NO B-24 SOUTH:- ROAD 40 FT. EAST:- PLOT NO B-33 WEST:- PLOT NO B-31 NAME OF THE MORTGAGOR: ALAKHRAM SHYAMLAL S/O MR. SHYAM LAL | RESERVE PRICE RS. 8,80,000/- (RUPEES EIGHT LAKH EIGHTY THOUSAND ONLY) EMD: RS. 88,000/- (RUPEES EIGHTY EIGHT THOUSAND ONLY) |





RI 203207031 <203207>
RLA RU783495155IN
Counter No:1,UP-Code:0P1
To: ALAKHRAM
JHOTWARA S.O Pinc 302012
From: KOTAK MAHINDRA BANK LTD,201313
Wt: 40grams.
Amt: 32.00, 03/02/2024, 11:33
<<Track on www.indiapost.gov.in>>



RI 203207031 <203207>
RLA RU783495403IN
Counter No:1,UP-Code:0P1
To: PHULMTI SHYAMLAL
JHOTWARA S.O Pinc 302012
From: KOTAK MAHINDRA BANK LTD,201313
Wt: 40grams.
Amt: 32.00, 03/02/2024, 11:33
<<Track on www.indiapost.gov.in>>