



o/c
5/3/24
Kotak Mahindra Bank

Registered/Speed Post

Dated: 05.03.2024

**1. M/S NIRANKARI MASALA BHANDAR
THROUGH ITS PROPRIETOR
MR. RAJENDER PRASAD GUPTA**

(BORROWER)

**2. MR. RAJENDER PRASAD GUPTA
S/O MR. SHRIRAM GUPTA**

(CO-BORROWER)

**3. MRS. MEENA DEVI
W/O MR. RAJENDRA PRASAD GUPTA
ALL AT:
H. NO- 10210 , GALI NO-320 ,
SANJAY COLONY , SECTOR-23 ,
FARIDABAD, HARYANA - 121005**

(CO-BORROWER)

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 28.08.2020 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "The KMBL/Bank") 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. LNDEL00616-170000526 wherein we had called upon you to pay the dues of Rs. 12,85,882/- (Rupees Twelve Lakh Eighty Five Thousand Eight Hundred and Eighty Two Only) due and payable as on 28.08.2020 with future applicable interest from 29.08.2020 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by Essel Finance Business Loan Limited (Essel) within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. Essel Finance Business Loan Limited (Essel) has vide an assignment agreement dated 18.02.2020 ("Assignment Agreement") has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, interests, benefits in the facilities granted by Essel 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 Essel and all right, title and interest of Essel 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 25.07.2023 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, the said property was put on auction by KMBL in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 on dated 05.10.2023. with the Reserve Price of Rs.5,00,000/- (Rupees Five Lakh Only). However the said auction failed for want of bidder(s).

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.





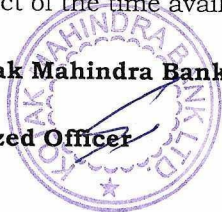
5. For recovering its legal dues, the Bank now proposes to again invite tender/conduct public auction of the secured asset on the reserve price at Rs. 4,00,000/- (Rupees Four Lakh Only) below which the said Secured Asset as mentioned in Annexure "A" will not be sold and the sale will be on "as is where is basis & as is what is basis and whatever 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"** 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 Clause (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 is basis & Whatever there is basis'**, unless we receive the entire outstanding amount i.e. RS. 12,58,326/- (RUPEES TWELVE LAKH FIFTY EIGHT THOUSAND THREE HUNDRED TWENTY SIX ONLY) outstanding as on 04.03.2024 with further interest applicable from 05.03.2024 until payment in full and other charges as demanded in our notice, within the statutory period of 15 (Fifteen days), from the date of present notice. Please take notice that if in case auction scheduled herein fails for any reason whatsoever then the secured creditor 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". 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 OF 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., (PRM ADDRESS)
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE https://bankauctions.in/

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9 Clause (1), of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers 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 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.

For Kotak Mahindra Bank Limited

Authorized Officer





ANNEXURE - "A"

Name of the Borrowers	1. M/S NIRANKARI MASALA BHANDAR THROUGH ITS PROPRIETOR MR. RAJENDER PRASAD GUPTA 2. MR. RAJENDER PRASAD GUPTA 3. MRS. MEENA DEVI
LOAN ACCOUNT NO.	LNDEL00616-170000526
Amount outstanding	
RS. 12,58,326/- (RUPEES TWELVE LAKH FIFTY EIGHT THOUSAND THREE HUNDRED TWENTY SIX ONLY) OUTSTANDING AS ON 04.03.2024 WITH FURTHER INTEREST APPLICABLE FROM 05.03.2024 ALONG WITH ALL COST, CHARGES & EXPENSES UNTIL PAYMENT IN FULL.	
Description of Mortgaged property	
ALL THAT PIECE AND PARCEL OF LAND AREA MEASURING 40 SQ.YRDS, COMPRISED IN KHASRA NO. 33, KILA NO. 13/20, 13/21, 18/1/9, 18/1/10, 18/1/22, 18/1/23, 18/1/28, 18/1/29 18/1/12, 18/1/13, 18/2/1, 18/2/2, 18/2/6, 18/2/9, 18/2/1 IN MAUJA GAUCHHI, TEHSIL BALLABHGARH DISTRICT, FARIDABAD, HARYANA. SITUATED IN GALI NO.320, BLOCK-F, SANJAY COLONY, MAUJA GAUCHI, BALLABGARH, HARYANA	
Name of Mortgagor : MR. RAJENDRA GUPTA	
Reserve Price Fixed & EMD	
RESERVE PRICE:	RS.4,00,000/- (RUPEES FOUR LAKHS ONLY.)
EMD:	RS.40,000/- (RUPEES FORTY THOUSAND ONLY.)



RL 1100950168 <110095>

RL A R0005714012IN

Counter No:1, (P-Code:001

To:MRAMARI,

FARIDABAD H I T, PIN:121001

From:KOTAK MAHINDRA BANK LTD , MH04-201313

Wt:40grams,

PS:32.00, ,06/03/2024 ,09:34

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

भारतीय डाक



India Post

RL 1100950168 <110095>

RL A R0005714026IN

Counter No:1, (P-Code:001

To:RATEINDER,

FARIDABAD H I T, PIN:121001

From:KOTAK MAHINDRA BANK LTD , MH04-201313

Wt:40grams,

PS:32.00, ,06/03/2024 ,09:34

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

भारतीय डाक



India Post

RL 1100950168 <110095>

RL A R0005714030IN

Counter No:1, (P-Code:001

To:MEENA DEVI,

FARIDABAD H I T, PIN:121001

From:KOTAK MAHINDRA BANK LTD , MH04-201313

Wt:40grams,

PS:32.00, ,06/03/2024 ,09:34

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भारतीय डाक



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