



o/c
Swd
16/2/24

Kotak Mahindra Bank

Registered Post

Dated: 16.02.2024

1. **MR. RAHUL PATHAK**
S/O MR. ASHOK PATHAK
2. **MRS. POOJA PATHAK**
W/O MR. RAHUL PATHAK

BOTH AT,
HOUSE NO. 410 A; VIJAY PARK EXTENSION;
NEAR GOVERNMENT SCHOOL DEHARADUN;
UTTARAKHAND - 248001

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to our Demand Notice dated 23.11.2021 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. 611607210646589 wherein FIHFCL had called upon you to pay the dues of **Rs. 23,25,784.09/- (Rupees Twenty Three Lakh Twenty Five Thousand Seven Hundred Eighty Four Paise Nine Only)** outstanding as on **16.11.2021** with further interest applicable from **17.11.2021** 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 under loan account no. 611607210646589 in favour of Kotak Mahindra Bank Limited (hereinafter referred to as "**KMBL/The Bank**") along with all the rights, title, security interests, benefits, financial documents, 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, KMBL has become full and absolute owner and as such is legally entitled to receive the repayment of the financial assets 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 assets. KMBL has become the absolute owner of the said account and all right, title and interest in respect of outstanding amount pertaining to above said account is now vested with 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 FIHFCL. has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Assets**") on 20.07.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9 in pursuance of order dated 20.01.2023 passed by Hon'ble District magistrate, Dehradun 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) Rules, 2002 on the basics of report valuer, the said property was put on auction dated 26.10.2023 with the Reserve Price was fixed at Rs. 12,00,000/- (Rupees Twelve Lakh Only). However the said auction 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

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Sector-125, Noida
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Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.





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".

- 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 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) read with proviso to Rule 9(1) of Security Interest (Enforcement) Rules, 2002 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. 31,08,220/- (Rupees Thirty One Lakh Eight Thousand Two Hundred and Twenty Only)** outstanding as on 16.02.2024 with further interest applicable from 17.02.2024 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 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 not that you are further liable to make good the loss incurred after sale of the secured asset, if any.
- 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 | 12.03.2024 |
| 2 | TIME OF AUCTION | 12:00 P.M. TO 01:00 P.M WITH UNLIMITED EXTENSION OF 5 MINUTES |
| 3 | LAST DATE OF SUBMISSION OF EMD WITH KYC IS | 11.03.2024 UP TO 6:00 P.M (IST) |
| 4 | PLACE OF SUBMISSION OF DOCUMENTS | KOTAK MAHINDRA BANK LTD 7 TH FLOOR, PLOT NO. 7, SECTOR 125, NOIDA UP - 201313 |
| 5 | MODE OF AUCTION | E-AUCTION THROUGH WEBSITE HTTPS://BANKAUCTIONS.IN/ |

- Please treat this notice as Notice under Rule 8 Clause (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.
- 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
- 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 Office





ANNEXURE - "A"

| Name of the Borrowers & Account No. | Amount outstanding | Description of Mortgage property | Reserve Price Fixed (Rs.) & EMD (Rs.) |
|--|--|---|--|
| 1. MR. RAHUL PATHAK 2. MRS. POOJA PATHAK LOAN ACCOUNT NO. 611607210646589 | Rs. 31,08,220/- (Rupees Thirty One Lakh Eight Thousand Two Hundred And Twenty Only) OUTSTANDING AS ON 16.02.2024 WITH FURTHER INTEREST APPLICABLE FROM 17.02.2024 ALONG WITH ALL COST, CHARGES & EXPENSES UNTIL PAYMENT IN FULL. | ALL THAT PIECE AND PARCEL OF MORTGAGED PROPERTY KHATAUNI NO. 341 (FASLI YEAR 1416 TO 1421) KHASRA NO. 1187 MIN AREA MEASURING 67.00 SQ. MTRS. WITH TOTAL COVERED AREA MEASURING 52.04 SQ. MTRS. SITUATED AT MAUZA KARBARI GRANT PARGANA PACHAWADOON DISTRICT DEHRADUN BOUNDARIES AS A FOLLOWS: EAST :- PROPERTY OF SHRI RAJENDRA SINGH NORTH :- 15 FT. WIDE PASSAGE WEST :- PROPERTY OF OTHERS SOUTH :- PROPERTY OF FOREST DEPARTMENT NAME OF THE MORTGAGOR: MRS. POOJA PATHAK | RESERVE PRICE RS. 10,80,000/- (RUPEES TEN LAKH EIGHTY THOUSAND ONLY) EMD RS. 1,08,000/- (RUPEES ONE LAKH EIGHT THOUSAND ONLY) |





RL 2013010170 <201301>
RL A RL024353855IN
Counter No:1,CF-Code:PER
To:RAML PATHAK,
DEHANN HO, PIN:248001
From:KOTAK MAHINDRA BANK LIMITED , HUDA
Wt:20grams,
PS:26.00 , 17/02/2024 , 10:45
<<Track on www.indiapost.gov.in>>



RL 2013010170 <201301>
RL A RL024353869IN
Counter No:1,CF-Code:PER
To:POLYA PATHAK,
DEHANN HO, PIN:248001
From:KOTAK MAHINDRA BANK LIMITED , HUDA
Wt:20grams,
PS:26.00 , 17/02/2024 , 10:45
<<Track on www.indiapost.gov.in>>