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Kotak Mahindra Bank

Registered/Speed Post

Dated: 05.03.2024

1. MR RAHUL JANGID (BORROWER)
S/O MR RAMDHAN JANGID
M/S ANJANEE SAREE THROUGH ITS PROPRIETOR
AT:
5-N-7 CHANDRASHEKHAR, AZAD NAGAR,
NEAR AADHAR SHOPING MALL, BHILWARA,
RAJASTHAN- 311001

2. MRS SEETA DEVI (CO-BORROWER) W/O MR. BALU SUTHAR

BOTH AT:

SECTOR 1K BLOCK HOUSE NO.23, TILAK NAGAR NEAR POLOTECHNIC COLLEGE, BHILWARA, RAJASTHAN- 311001

BOTH ALSO AT:

PLOT NO. 7/46, CHANDRA SHEKHAR AZAD NAGAR, BHILWARA, RAJASTHAN- 311001

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated 03.04.2021 issued by FULLERTON INDIA HOME FINANCE COMPANY LTD (hereinafter referred to as "FIHFCL") under Section 13 (2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (hereinafter referred to as "SARFAESI Act"), related to Loan Account No. 608407510572384 wherein FIHFCL had called upon you to pay the dues of Rs. 13,99,064.53/-(Rupees Thirteen Lakh Ninety Nine Thousand Sixty Four and Fifty Three Paisa Only) due and payable as on 27.03.2021 with further interest applicable from 28.03.2021 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 the 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.



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- 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 Kotak Mahindra Bank Ltd. has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 06.10.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 and in pursuance of order dated 13.09.2022, passed by Hon'ble Senior Civil Judge, Bhilwara, Rajasthan, under Section 14 of the 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 and on the basis of Report of valuer, auction of the Secured Asset as mentioned in Annexure "A" was conducted on 21.12.2023 with the reserve price Rs. 15,00,000/- (Rupees Fifteen Lakh Only), however, the said auction failed for want of bidders.
- 5. For recovering its legal dues, the Bank now again proposes to invite tender/conduct public auction of the secured asset on the reserve price at Rs. 12,00,000/- (Rupees Twelve Lakh Only) below which the said Secured Asset will not be sold and the sale will be on "as is where is basis & as is what is basis 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) 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, on 'as is where is basis & As is what is basis & Whatever there is basis', unless we receive the entire outstanding amount i.e., Rs 25,32,669/-(Rupees Twenty Five Lakh Thirty Two Thousand Six Hundred Sixty Nine Only) outstanding as on 30.10.2023 with further interest applicable from 31.10.2023 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 P.M. TO 01:00 P.M 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., 1st Floor,232-233 SDC Tower, Near Amarpali Circle, Hanuman Nagar, Vaishali Nagar, Jaipur-302021	
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTPS://BANKAUCTIONS.IN/	



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- 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 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

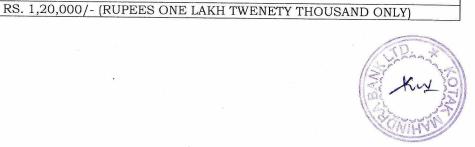
Authorized Officer



Kotak Mahindra Bank

ANNEXURE - "A"

NAME OF THE PORPOWERS & ASSOCIATION			
NAME OF THE BORROWERS & ACCOUNT NO	ο,		
NAME OF BORROWER	1. MR. RAHUL JANGID S/O MR		
	RAMDHAN JANGID		
	2. MRS. SEETA DEVI W/O MR. BALU		
	SUTHAR		
LOAN ACCOUNT NO:	608407510572384		
AMOUNT OUTSTANDING			
	U TUIDTY TWO THOUGAND GIV HANDED		
Rs 25,32,669/-(RUPEES TWENTY FIVE LAKH THIRTY TWO THOUSAND SIX HUNDRED SIXTY NINE ONLY) OUTSTANDING AS ON 30.10.2023 WITH FURTHER INTEREST			
APPLICABLE FROM 31.10.2023 ALONG WITH ALL COST, CHARGES & EXPENSES UNTIL			
PAYMENT IN FULL.			
DESCRIPTION OF MORTGAGED PROPERTY			
ALL THAT PIECE AND PARCEL OF MORTGAGED PROPERTY PLOT NO. 7/46, CHANDRA			
SHEKHAR AZAD NAGAR, BHILWARA, RAJASTHAN-311001 ADMEASURING AREA 13.50			
SQ.MTRS.			
BOUNDARY AS FOLLOWS:			
EAST : PLOT NO.7/66			
WEST : OPEN LAND			
NORTH : PLOT NO.7/47			
SOUTH : PLOT NO.7/67			
W			
Name of the Mortgager: MR. RAHUL JANGID			
DECEDIA BOYCE SAME (2011)			
RESERVE PRICE FIXED (RS.) & EMD (RS.)			
RESERVE RS. 12,00,000/- (RUPEES T	WELVE LAKH ONLY)		



PRICE:

RL 1100950168 (110095) RL A R00057135811N Counter Mos1,(P-CodesO01 To:RAMAL,



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RHILWEA HI, PIN:311001
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PS:32.00, ,05/03/2024 ,07:35
<<Track on www.indiapost.gov.in>>

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To:SEETA DEVI,

RMILWARA MO., PIN:311001

From:KOTAK PEHINDRA BANK LTD , M3104-201313

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1015E19, RHILWEG MB, PIM:311001 From:MOTAK MAHNURA RAW LTD , MOTOS-201313 Wit-Augrams, PS:32.00, ,05/03/2024 ,09:35 <<Track on www.indiapost-gov.in>