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31/1/24
Kotak Mahindra Bank

Registered Post

Dated: 31.01.2024

1. **MS. SARITA RAWAT** (BORROWER)
D/O DHANUSH DHARI RAWAT

AT :-

PLOT NO 39, KHASRA NO.1726 MIN, VAKIA RAKBA
SULTANWIND SUB URBAN TARAF BEHNIWAL ABADI
SANT VIHAR NEAR SANT AVENUE TEHSIL, DISTT.
AMRITSAR -143001

2. **MR. AMIT KUMAR** (CO-BORROWER)
S/O MR. ASHOK KUMAR

BOTH AT:

H.NO. 1136, GALI NO 2, NEAR PREET HOSPITAL NEW
PARTAP NAGAR AMRITSAR -143001

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **5.12.2022** issued by **Kotak Mahindra Bank Limited (hereinafter referred to as "The 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. HM/0213/H/17/100065 wherein we had called upon you to pay the dues **Rs. 5,08,753/- (Rupees Five Lakh Eight Thousand Seven Hundred Fifty Three Rupees Only)** (more particularly described in Clause E to the Schedule herein) due and payable as on 05.12.2022 with applicable interest from 06.12.2022 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by Poonawalla Housing Finance Limited (hereinafter referred to as "PHFL") within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. Poonawalla Housing Finance Limited (PHFL) (earlier known as Magma Housing Finance Limited) has vide an assignment agreement dated 31.03.2022 ("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 PHFL 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 PHFL and all right, title and interest of PHFL 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 07.06.2023 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, inspection was carried out by approved valuer in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002. On the basis of report of valuer, Reserve Price was fixed at Rs. 5,00,000/- (Rupees Seventy Two Lakh only) for the **mentioned** below in **Annexure - "A" below** which the said Secured Assets as mentioned in Annexure "A" was not

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CIN: L65110MH1985PLC038137
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Sector-125, Noida
Uttar Pradesh - 201 313

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



to be sold. As known to you that, the undersigned, after issuing sale Notice dated 23.08.2022, conducted public auction of the Secured Asset, on **04.10.2023**. However, the said auction was failed for the want of bidder.

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".
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(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. 5,68,924/- (Rupees Five Lakh Sixty Eight Thousand Nine Hundred Twenty Four Only) as of 30.01.2024 Along With Future charges as demanded in our notice 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.
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	23.02.2024
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	22.02.2024 UP TO 6:00 P.M. (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., MADHYA MARG 2ND FLOOR, SCO 153-154-155 SECTOR -9C, CHANDIGARH-160009
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE http://bankauctions.in/

8. 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 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.

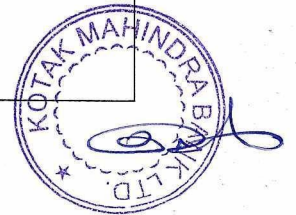
For Kotak Mahindra Bank Limited

Authorized Officer



ANNEXURE – “A”

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1. MS. SARITA RAWAT 2. MR. AMIT KUMAR LOAN NO. HM/0213/H/17/100065	Rs. 5,68,924/- (RUPEES FIVE LAKH SIXTY EIGHT THOUSAND NINE HUNDRED TWENTY FOUR ONLY) AS OF 30.01.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 31.01.2024 UNTIL PAYMENT IN FULL WITH COST AND CHARGES.	ALL THAT PIECE AND PARCEL OF PLOT NO. 39, KHASRA NO. 1726 MIN, VAKIA RAKBA SULTANWIND SUB URBAN TARAF BEHNIWAL ABADI SANT VIHAR NEAR SANT AVENUE TEHSIL, AMRITSAR-1, DISTRICT, AMRITSAR PIN-143001. BOUNDARY AS FOLLOWS: NORTH :- ROAD 20' WD (NOT MENTIONED), SOUTH :- PLOT NO. 40(DIM.11'-5") EAST:- OTHER PROPERTY(DIM.11'-5'), WEST :-PART OF PROPERTY NO.39 (DIM.39'-7'). NAME OF THE MORTGAGOR: MS. SARITA RAWAT	RS. 4,50,000/- (Rupees Four Lakh Fifty Thousand Only) EMD: RS. 45,000/- (Rupees Forty Five Thousand Only)



RL 1100910199 <110091>

RL A RD005490706IN

Counter No:1,CP-Code:1

To:SARITA,

AMRITSAR, PIN:143001

From:KOTAK MAHINDRA BANK LTD., 201313

Wt:20grams,

Amt:26.00 ,01/02/2024 ,11:12

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RL 1100910199 <110091>

RL A RD005490978IN

Counter No:1,CP-Code:1

To:SARITA,

AMRITSAR, PIN:143001

From:KOTAK MAHINDRA BANK LTD., 201313

Wt:20grams,

Amt:26.00 ,01/02/2024 ,11:12

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RL 1100910199 <110091>

RL A RD005490839IN

Counter No:1,CP-Code:1

To:AMIT,

AMRITSAR, PIN:143001

From:KOTAK MAHINDRA BANK LTD., 201313

Wt:20grams,

Amt:26.00 ,01/02/2024 ,11:12

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