



o/c
SNO
15/4/24

Kotak Mahindra Bank

Registered/Speed Post

Dated: 15.04.2024

1. **Mr. Javed Rafiq Khan**
S/O Mr. Rafiq Khan

(Borrower)

2. **Mr. Abid Rafiq Sheikh**
S/O Mr. Rafiq Sheikh

(Co-Borrower)

Both At:

Near Baba Rathunath School,
Rajiv Gandhi Nagar, Dr. Ambedkar Marg,
Nagpur, Maharashtra - 440017

Both Also At:

Plot No. 9(C), Duplex No. 9(C),
Mouza Bhilgaon, Grampanchayat
Bhilgaon, Tehsil & District Nagpur,
Maharashtra - 441001

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 31.10.2022 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**The Bank/KMBL**") 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/0103/H/16/100116 wherein KMBL had called upon you to pay the dues of **Rs. 22,41,251/- (Rupees Twenty Two Lakh Forty One Thousand Two Hundred Fifty One Only)** due and payable as on **31.10.2022** along with future interest applicable from **01.11.2022** until payment in full (hereinafter referred as the "**Outstanding Amount**") and payable by you all under the facilities granted by Magma Housing Finance Limited (Subsequently known As Poonamwalla Housing Finance Limited) (hereinafter referred as the "**PHFL**") and now known as Grihum Housing Finance Limited (hereinafter to as "**GHFL**") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. PHFL has vide an assignment agreement dated **23.03.2022** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of KMBL along with all its 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, KMBL 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. KMBL has become the absolute owner of the said account(s) and all rights, title and interest in respect of the outstanding amount pertaining to above said account(s) is now vested with The Bank.



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.

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 KMBL has taken Physical possession as both of you had voluntarily surrendered the property described herein below in **Annexure "A"** (and referred hereinafter as "Secured Assets") on **30.12.2023** in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 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, secured asset was put on auction by KMBL on 21.03.2024 with the reserve price Rs. 11,00,000/- (Rupees Eleven Lakh Only). However, the said auction failed for wants of bidders.
5. Hence, For recovering its legal dues, the Bank is now proposing to invite tender/conduct auction of secured asset on the reserve price at Rs. 11,00,000/- (Rupees Eleven Lakh Only) below which the said Secured Asset will not be sold and the sale will be on "as is where is", as is what is basis" and whatever there 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"** 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", as is what is basis" & Whatever there is basis'**, unless the bank receive the entire outstanding amount i.e., RS. 25,10,970/- (Rupees Twenty Five Lakh Ten Thousand Nine Hundred Seventy Only) as of 12.04.2024 along with future interest applicable from 13.04.2024 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. Please note that if in case auction scheduled herein fails for any reason whatsoever then the bank 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" as per the below schedule:-

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	07.05.2024
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	06.05.2024 UP TO 6:00 P.M.(IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD VED SOLITAIRE BUILDING, 6 TH FLOOR, SHIVAJI NAGAR CEMENT ROAD, SHIVAJI NAGAR NAGPUR-440010
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTPS://BANKAUCTIONS.IN/





Kotak Mahindra Bank

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 addressee 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 SARFAESI Act, in respect of the time available to redeem the secured asset(s).

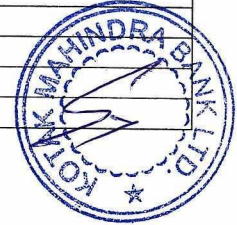
For Kotak Mahindra Bank Limited



Authorized Officer

ANNEXURE – “A”

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Javed Rafiq Khan 2. Mr. Abid Rafiq Sheikh
Loan account no.	HM/0103/H/16/100116
Amount outstanding	
RS. 25,10,970/- (Rupees Twenty Five Lakh Ten Thousand Nine Hundred Seventy Only) as of 12.04.2024 along with future interest applicable from 13.04.2024 until payment in full and other charges	
Description of the Mortgaged property	
All that piece and parcel of Land Bearing Plot No. 9(C) admeasuring 59.85 sq.mtrs. upon it a Duplex Bearing No. 9(C) covering build up area 59.94 sq.mtrs. bearing Survey No. 145/2 of Mouza Bhilgaon, PH NO. 15 Grampanchayat Bhilgaon, Tehsil Kamptee, District Nagpur. Bounded as: North: Plot No. 09 (A), South: Plot No.10 (A), East: 9 Mtrs. Wide Road, West: Plot No. 9 (B)	
Name of the mortgagors: Mr. Javed Rafiq Khan & Mr. Abid Rafiq Sheikh	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 11,00,000/- (Rupees Eleven Lakh Only)
EMD:	Rs.1,10,000/- (Rupees One Lakh Ten Thousand Only)



RL 2013010170 <201301>
RL A RLK559766390IN
Counter No:1, CP-Code:CFER
To:JAVED,
NACPLR GPO, PIN:440001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,16/04/2024 ,14:06
<<Track on www.indiapost.gov.in>>



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



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



RL 2013010120 <201301>
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From:KOTAK MAHINDRA BANK LTD , NOIDA
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PS:32.00, ,16/04/2024 ,14:06
<<Track on www.indiapost.gov.in>>

