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16/2/24

Kotak Mahindra Bank

Registered Post

Dated: 16.02.2024

1. **MR. NABI MOHD** (BORROWER)  
**S/O MR. LAL KHAN**  
B- 287, 1<sup>ST</sup> FLOOR, GALI NO. 6,  
NEHRU VIHAR, MUSTAFABAD,  
NEW DELHI- 110094.

2. **MRS. SHABNAM** (CO-BORROWER)  
**W/O MR. NABI MOHD**  
A -208 GALI NO. 3, ZIYADDIN PUR  
MUSTAFABAD, NEW DELHI- 110094.

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **19.10.2021** issued by Kotak Mahindra Bank 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. **609107210445407** wherein KMBL had called upon you to pay the dues of **Rs. 25,69,879.84/- (Rupees Twenty Five Lakh Sixty Nine Thousand Eight Hundred Seventy Nine Eighty Four Paise Only)** outstanding as on **12.10.2021** with further interest applicable from **13.10.2021** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by KMBL 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 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 its rights, title, interests, benefits in the facilities granted by FIHFCL Known as 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.
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 of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 24.01.2024 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 in pursuance of order dated 30.03.2022 passed by Hon'ble Additional District magistrate, Ghaziabad 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 and on the basis of report of valuer, the Reserve Price of the Secured Asset as mentioned in Annexure "A" is fixed at Rs. 15,00,000/- (Rupees Fifteen Lakh Only).

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. 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) after a period of 30 (Thirty) 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. 31,06,346 /- (Rupees Thirty One Lakh Six Thousand Three Hundred Forty Six Rupees Only)** outstanding as on 12.02.2024 with further interest applicable from 13.02.2024 until payment in full and other charges as demanded in our notice, within the statutory period of 30 (Thirty) 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.
- 6. 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	<b>22.03.2024</b>
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	<b>21.03.2024</b> UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD. <b>Plot No. 7, 7th Floor, Sector- 125, Noida, Uttar Pradesh – 201313</b> <b>Mob - 9457309114</b>
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE <a href="http://bankauctions.in/">http://bankauctions.in/</a>

- 7. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 8(6) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers a notice of 30 (Thirty) days for sale of the said secured asset.
- 8. Post the expiration of the said 30 (Thirty) 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.
- 9. 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"**

<b>NAME OF THE BORROWERS &amp; ACCOUNT NO.</b>	<b>AMOUNT OUTSTANDING</b>	<b>DESCRIPTION OF THE MORTGAGED PROPERTIES</b>	<b>RESERVE PRICE FIXED (RS.) &amp; EMD (RS.)</b>
<b>1. MR. NABI MOHD</b> <b>2. MRS. SHABNAM</b>  <b>LOAN ACCOUNT NO. 609107210445407</b>	Rs. 31,06,346 /- (Rupees Thirty One Lakh Six Thousand Three Hundred Forty Six Rupees Only) outstanding as on 12.02.2024 with further interest applicable from 13.02.2024 until payment in full and other charges	ALL THAT PIECE AND PARCEL OF PROPERTY BEARING FLAT NO. 303 H.I.G, SECOND FLOOR, WITH TERRACE/ ROOF RIGHTS, BACK SIDE WHICH CONSISTS OF 1 DRAWING/ DINNING ROOM, THREE BEDROOM, TWO TOILET, 1 KITCHEN AND 1 BALCONY ARE CONSTRUCTED , THE TOTAL, AND COVERED AREA OF WHICH IS 650 SQ.FT. I.E 60.38 SQ.MTS, SITUATED IN DEEP APARTMENT XIV" RESIDENTIAL PLOT NUMBER A-8/2, D.L.F. ANKUR VIHAR VILLAGE LONI, PARGANA AND TEHSIL LONI, DISTRICT GHAZIABAD. THE SAID FLAT CONSISTS OF 3 STOREYED BUILDING (G+2).  NAME OF MORTGAGER: <b>MRS. SHABNAM</b>	Rs. 15,00,000/- (Rupees Fifteen Lakh Only)  <b>EMD</b> RS. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)







RL 2013010120 <201301>  
RL A RL0243542461H  
Counter No:1, CP-Code:CPER  
To:WARI MHD,  
DELHI GPO, PIN:110006  
From:KOTAK MAHINDRA BANK LIMITED , MHDG  
Wt:40grams,  
PS:32.00, ,17/02/2024 ,11:29  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>



RL 2013010120 <201301>  
RL A RL0243544981H  
Counter No:1, CP-Code:CPER  
To:SHENAI,  
DELHI GPO, PIN:110006  
From:KOTAK MAHINDRA BANK LIMITED , MHDG  
Wt:40grams,  
PS:32.00, ,17/02/2024 ,11:30  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>