



o/c  
540  
13/2/24  
Kotak Mahindra Bank

**Registered Post**

**Dated: 13.02.2024**

**1. MR. JAVED RAFIQ KHAN  
S/O MR. RAFIQ KHAN**

**(BORROWER)**

**2. MR. ABID RAFIQ SHEIKH  
S/O. MR. RAFIQ SHAIKH**

**(CO-BORROWER)**

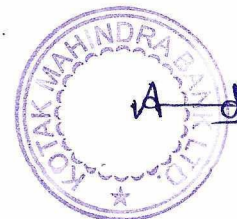
**BOTH AT:**  
NEAR BABA RATHUNATH SCHOOL  
RAJIV GANDHI NAGAR, DR. AMBEDKAR  
MARG, NAGPUR, MAHARASHTRA- 440017

**BOTH ALSO AT:**  
DUPLEX NO. 9(C), PLOT 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 "**KMBL/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/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 and Fifty One Only)** outstanding as on **31.10.2022** with further 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 (Now Known as Poonawalla Housing Finance Limited) (hereinafter referred as the "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. PHFL has vide an assignment agreement dated **23.03.2022** 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 **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 **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 Asset") on 30.12.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9.



**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.

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. 11,00,000/- (Rupees Eleven Lakh Only).
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. 24,77,319/- (Rupees Twenty Four Lakh Seventy Seven Thousand Three Hundred Nineteen Only) outstanding as on 06.02.2024 with further interest applicable from 07.02.2024 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 note 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>21.03.2024</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	20.03.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD, 27 BKC, C 27, G BLOCK, BANDRA KURLA COMPLEX, BANDRA(E) MUMBAI-400051
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**

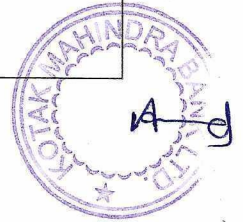
**Authorized Officer**





**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>
1. MR. JAVED RAFIQ KHAN 2. MR. ABID RAFIQ SHEIKH  <b>LOAN ACCOUNT NO.</b> <b>HM/0103/H/16/100116</b>	Rs. 24,77,319/- (Rupees Twenty Four Lakh Seventy Seven Thousand Three Hundred Nineteen Only) outstanding as on 06.02.2024 WITH FURTHER INTEREST APPLICABLE FROM 07.02.2024 UNTIL PAYMENT IN FULL AND OTHER CHARGES.	ALL THAT PIECE AND PARCEL OF LAND BEARING PLOT NO. 9(C) ADMEASURING 59.85 SQ.MTRS. UPON A DUPLEX HOUSE 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, TESHIL KAMPTEE, DISTRICT NAGPUR  BOUNDARIES NORTH: PLOT NO. 09 (A) SOUTH: PLOT NO. 10 (A) EAST: 9 MTRS WIDE ROAD WEST: PLOT NO.09 (B)	Rs. 11,00,000/- (Rupees Eleven Lakh Only)  <b>EMD</b> Rs. 1,10,000/- (Rupees One Lakh And Ten Thousand Only)



RL 2013010120 <201301>  
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Counter No:1,(P-Code:IFER  
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From:KOTAK MAHINDRA BANK LTD , NUIDA  
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<<Track on www.indiapost.gov.in>>



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



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