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16/1/24
Kotak Mahindra Bank

Registered Post

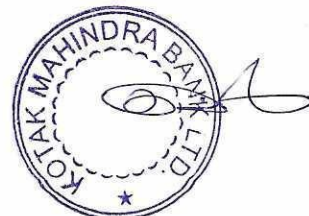
Dated: 16.01.2024

- 1. MR. ANWAR ALI**
S/O MR. WAJID ALI
AT:
T-536 GALI NO. 14, GAUTAMPURI,
SEELAMPUR, DELHI - 110053
- 2. MRS. AFREEN**
W/O MR. ANWAR ALI
AT:
T-536 GALI NO. 14, GAUTAMPURI,
SEELAMPUR, DELHI - 110053

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 19.10.2021 issued by Fullerton India Home Finance Company 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. 609107210487585 wherein FIHFCL had called upon you to pay the dues of Rs 19,38,876.69/- (Rupees Nineteen Lakh Thirty Eight Thousand Eight Hundred Seventy Six And Sixty Nine Paise Only) due and payable as on 12.10.2021 along with future 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 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 its 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.
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 FIHFCL has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 13.06.2022 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 21.04.2022 passed by Ld. Chief Metropolitan Magistrate, North East District, KKD Courts, Delhi, 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, auction of the Secured Asset as mentioned in Annexure "A" was conducted on various occasions. However, they all failed for want of bidders. Details of said auctions are mentioned below:



Auction Date	Reserve Price	Sale Notice Date
20.08.2022	Rs. 18,50,000/-	18.07.2022
27.01.2023	Rs. 15,75,000/-	09.01.2023
08.09.2023	Rs. 12,00,000/-	17.08.2023

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 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 KMBL 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) days from the date of this notice along with the existing encumbrances if any "AS IS WHERE IS BASIS & AS IS WHAT BASIS & WHATEVER THERE IS BASIS", unless we receive the entire outstanding amount i.e. Rs. 26,22,368/- (Rupees Twenty Six Lakh Twenty Two Thousand Three Hundred Sixty Eight Only) as of 15-01-2024 along with future interest applicable from 16-01-2024 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 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. Please note that the earlier Sale notice dated **12.01.2024** stands recalled with immediate effect and the contents of the present notice be read as our demand pertaining to the aforesaid loan account.
7. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A".

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	06.02.2024
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	05.02.2024 UP TO 6:00 P.M (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD 7 TH FLOOR, PLOT NO. 7, SECTOR 125, NOIDA UP - 201313
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTPS://BANKAUCTIONS.IN/

8. Please treat this notice as Notice under Rule 8(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 secured asset.
9. Post the expiration of the said 15 days, KMBL shall be entitled to sell the 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 sub section 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 Mortgage property	Reserve Price Fixed (Rs.) & EMD (Rs.)
1. ANWAR ALI S/O WAJID ALI 2. AFREEN W/O ANWAR ALI LOAN ACCOUNT NO. 609107210487585	RS. 26,22,368/- (RUPEES TWENTY SIX LAKH TWENTY TWO THOUSAND THREE HUNDRED SIXTY EIGHT ONLY) OUTSTANDING AS ON 15.01.2024 WITH FURTHER INTEREST APPLICABLE FROM 16.01.2024 ALONG WITH ALL COST, CHARGES & EXPENSES UNTIL PAYMENT IN FULL.	ALL THAT PIECE AND PARCEL OF BUILT UP UPPER GROOUND FLOOR, WITHOUT ROOF RIGHTS AREA MEASURING 48 SQ.YDS. OF PROPERTY BEARING NO 2/25-B, OUT OF KHASRA NO. 269 SITUATED IN THE AREA OF VILLAGE BABARPUR IN THE ABADI OF PREM GALI EAST BABARPUR ILLAQA SHAHDARA, DELHI - 110032 NAME OF THE MORTGAGOR; ANWAR ALI S/O WAJID ALI AFREEN W/O ANWAR ALI	RESERVE PRICE RS. 11,00,000/- (RUPEES ELEVEN LAKHS ONLY) EMD RS. 1,10,000/- (RUPEES ONE LAKH TEN THOUSAND ONLY)



भारतीय डाक



India Post

SP 1100510144 <110051>
GSTN No: 07AAAGS0090K2Z6
ED105510581 IN
Counter No:1,OP-Code:1
To:ANWAR ALI,
DELHI, PIN:110053
From:KOTAK MAHINDRA BANK LTD., SEC-125, NOIDA
Wt:30grams, ,17/01/2024 ,09:17
Amt:18.00
,CGST @9% 1.5 ,UTGST @9%: 1.50

भारतीय डाक



India Post

SP 1100510144 <110051>
GSTN No: 07AAAGS0090K2Z6
ED105510595 IN
Counter No:1,OP-Code:1
To:AFREEN,
DELHI, PIN:110053
From:KOTAK MAHINDRA BANK LTD., SEC-125, NOIDA
Wt:30grams, ,17/01/2024 ,09:17
Amt:18.00
,CGST @9% 1.5 ,UTGST @9%: 1.50