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5/12/23

Kotak Mahindra Bank

Registered Post

Dated: 04-12-2023

1. **MR. YOGENDRA PAL** (BORROWER)
R/O- JALALPUR BISRAKH,
DADRI, GAUTAM BUDH NAGAR,
U.P-201306

ALSO AT:-

MR. YOGENDRA PAL
KHASRA NO. 765, VILL- BISRAKH JALALPUR,
PARGANA & TEHSIL- DADRI, DISTT- G.B.NAGAR-UP-201306

2. **MRS. MADHU** (CO-BORROWER)
W/O SH. YOGENDRA PAL
R/O- JALALPUR BISRAKH,
DADRI, GAUTAM BUDH NAGAR,
U.P-201306

ALSO AT:-

MRS. MADHU
W/O SH. YOGENDRA PAL
R/O- KHASRA NO. 765,
VILL- BISRAKH JALALPUR,
GAUTAM BUDH NAGAR, U.P-201306

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **31.01.2020** 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. **LNDEL00616-170000567** wherein we called upon you to pay the dues of **Rs.12,32,293/- (Rupees Twelve Lakh Thirty Two Thousand Two Hundred Ninety Three Only)** due and payable as on **31.01.2020** along with future interest applicable from **01.02.2020** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by Essel within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. Essel Finance Business Loan Limited (Essel) has vide an assignment agreement dated **31.05.2019** ("**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 Essel 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 Essel and all right, title and interest of Essel 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 Authorised officer of KMBL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 21.06.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with

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.





Kotak Mahindra Bank

Rules 8 & 9 and in pursuance of order dated 07.10.2022, passed by Hon'ble Additional District Magistrate, (Finance and Revenue) Gautam Buddha Nagar under Section 14 of the said SARFAESI Act.

- After taking possession of the secured asset, the said property was put on auction by KMBL in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 on 11.08.2023 and 18.10.2023. Both the auctions conducted have failed for want of bidder(s).
- 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".
- 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.18,84,193 (Rupees Eighteen Lakh Eighty Four Thousand One Hundred Ninety Three Only)** as 04.12.2023 **ALONG WITH FUTURE INTEREST APPLICABLE FROM 05.12.2023** 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
- 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	26-12-2023
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	25-12-2023 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., 7th Floor, Plot No.-7, Sector -125,Noida Uttar Pradesh-201313
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTP://BANKAUCTIONS.IN/

- 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.
- Post the expiration of the said 15(Fifteen) days, KMDL 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.
- The borrower's attention is invited to the provisions of 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

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.



ANNEXURE – “A”

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
<p>1. MR. YOGENDRA PAL</p> <p>2. MRS. MADHU W/O SH. YOGENDRA PAL</p> <p>LOAN NO. LNDEL00616-170000567</p>	<p>RS.18,84,193/- (RUPEES EIGHTEEN LAKH EIGHTY FOUR THOUSAND ONE HUNDRED NINETY THREE ONLY)AS OF 04.12.2023 ALONG WITH FUTURE INTEREST APPLICABLE FROM 05.12.2023 UNTIL PAYMENT IN FULL WITH COST AND CHARGES.</p>	<p>POSTAL ADDRESS:- ALL THAT PIECE AND PARCEL OF PROPERTY BEARING KHASRA NO. 765, VILL- BISRAKH JALALPUR, PARGANA & TEHSIL- DADRI, DISTT- GAUTAM BUDH NAGAR UP- 201306</p> <p>MORE PARTICULARLY DESCRIBED AS :- ALL THAT PIECE AND PARCEL OF PROPERTY BEARING KHASRA NO. 765, ADMEASURING 127.20 SQ. YDS I.E., 106.35 SQ. MTRS, SITUATED AT VILL- BISRAKH JALALPUR, PARGANA & TEHSIL- DADRI, DISTT- GAUTAM BUDH NAGAR,</p> <p>BOUNDED AS UNDER:- EAST- 12 FEET WIDE ROAD KACHHA, WEST- PLOT OF AJAB SINGH, NORTH- PLOT OF SELLER, SOUTH- PLOT OF MAMCHAND & KISHAN LAL.</p> <p>NAME OF THE MORTGAGOR: MRS. MADHU W/O SH. YOGENDRA PAL</p>	<p>RS. 13,75,000/- (RUPEES THIRTEEN LAKH SEVENTY FIVE THOUSAND ONLY)</p> <p>EMD: RS.1,37,500/- (RUPEES ONE LAKH THIRTY SEVEN THOUSAND FIVE HUNDRED ONLY)</p>



RL 1100510164 <110051>
RL A RD2256921017H
Counter No:1,OP-Code:1
To:YOGENDRA PAL,
NOIDA, PIN:201306
From:KOTAK MAHINDRA BANK LIMITED, NOIDA
Wt:40grams,
Amt:27.00 ,06/12/2023 ,12:34
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

18% G.S.T. Extra

RL 1100510164 <110051>
RL A RD225691877IN
Counter No:1,OP-Code:1
To:YOGENDRA PAL,
NOIDA, PIN:201306
From:KOTAK MAHINDRA BANK LIMITED, NOIDA
Wt:40grams,
Amt:27.00 ,06/12/2023 ,12:34
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

18% G.S.T. Extra

RL 1100510164 <110051>
RL A RD225691998IN
Counter No:1,OP-Code:1
To:RADHU,
NOIDA, PIN:201306
From:KOTAK MAHINDRA BANK LIMITED, NOIDA
Wt:40grams,
Amt:27.00 ,06/12/2023 ,12:34
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

18% G.S.T. Extra

RL 1100510164 <110051>
RL A RD225692118IN
Counter No:1,OP-Code:1
To:RADHU,
NOIDA, PIN:201306
From:KOTAK MAHINDRA BANK LIMITED, NOIDA
Wt:40grams,
Amt:27.00 ,06/12/2023 ,12:34
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

18% G.S.T. Extra