O/C

Sh'o
12/3/24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 12.03.2024

1. **MR. MAHITAB SAFI**
   S/O MR. SARIF SAFI **(BORROWER)**

2. **MRS. FARZANA BEGUM**
   W/O MR. MAHITAB SAFI **(CO-BORROWER)**

BOTH AT:
H.NO. 571, GALI NO.4, RAJEEV GARDEN,
LONI DEHAT, GHAZIABAD, U.P- 201102

BOTH ALSO AT:
FIRST FLOOR PROPERTY NO. WZ-85,
KHASRA NO. 414/348/2, NANGAL
RAYA, MOHAN NAGAR, DELHI- 110046

BOTH ALSO AT:-
1270/2- PREM VIHAR LONI,
GHAZIABAD, U.P
PIN CODE- 201102

BOTH ALSO AT:-
E-2/729, GALI NUMBER 13,
NEHRU VIHAR, GOKAL PURI,
NORTH EAST DELHI- 110094

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 23.01.2023 issued by Fullerton India Home Finance Company Limited (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. 609107210572515 wherein FIHFCL had called upon you to pay the dues of Rs. 44,17,404/- (Rupees Forty Four Lakh Seventeen Thousand Four Hundred and Four Only) outstanding as on 11.01.2023 with further interest applicable from 12.01.2023 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 the rights, title, security interests, benefits, financial documents, 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, KMBL has become full and absolute owner and as such is legally entitled to receive the repayment of the financial assets 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 assets. KMBL

KOTAK MAHINDRA BANK LTD

has become the absolute owner of the said account and all right, title and interest in respect of outstanding amount pertaining to above said account is now vested with 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 12.02.2024 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9 and in pursuance of order dated 16.09.2023, subsequently extended by the order dated **25.01.2024** passed by Ld. Chief Metropolitan Magistrate (West), Tis Hazari Court, 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) Rule, 2002 and on the basis of Report of Valuer, the Reserve Price of the Secured Asset is Fixed at Rs.53,00,000/- (Rupees Fifty Three 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 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 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 the bank receives the entire outstanding amount i.e., Rs 44,88,424/-(Rupees Forty Four Lakh Eighty Eight Thousand Four Hundred Twenty Four Only) outstanding as on 12.03.2024 with further interest applicable from 13.03.2024 until payment in full and other charges as demanded in the said demand notice, within the statutory period of 30 (Thirty) days from the date of present notice. Please take notice 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.

6. 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	19.04.2024
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	18.04.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD, Plot No. 7, 7th floor, Sector- 125, Noida, U.P- 201313
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE **HTTPS://BANKAUCTIONS.IN/**

7. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 8 Clause (6) of the Security Interest (Enforcement) Rules, 2002 providing the addressee, a notice of 30 (Thirty) days for sale of the secured asset.

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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

KOTAK MAHINDRA BANK LTD.

Authorized Officer

Kotak Mahindra Bank

ANNEXURE – "A"

Name of the Borrowers & Account No.	
Name of the borrowers	1. Mr. Mahitab Safi 2. Mrs. Farzana Begum
Loan account no.	609107210572515
Amount outstanding	
Rs 44,88,424/-(Rupees Forty Four Lakh Eighty Eight Thousand Four Hundred Twenty Four Only) outstanding as on 12.03.2024 with further interest applicable from 13.03.2024 along with all cost, charges & expenses until payment in full.	
Description of Mortgaged property	
All That Piece And Parcel Of Property Bearing No. WZ- 85, On First Floor Without Roof/Terrace Rights, Area Measuring 103 Sq.Yds., i.e. 86.12 Sq.Mtrs., Part Of Khasra No. 414/348/2, Situated in the Area of village Nangal Raya, Colony known as Mohan Nagar, New Delhi- 110046. **Name of the Mortgagor:** Mr. Mahitab Safi	
Reserve Price Fixed (Rs.) & EMD (Rs.)	
Reserve price:	Rs. 53,00,000/- (Rupees Fifty Three Lakh only
EMD:	Rs. 53,000/- (Rupees Fifty Three Thousand only)

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भारतीय डाक

India Post

RL 1100950168 <110095>
RL A RD005724054IN
Counter No:1,CP-Code:001
To:NAVITA,
GHAZIABAD H O, PIN:201001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,13/03/2024 ,11:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 1100950168 <110095>
RL A RD005724069IN
Counter No:1,CP-Code:001
To:FARZANA,
GHAZIABAD H O, PIN:201001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,13/03/2024 ,11:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 1100950168 <110095>
RL A RD005724071IN
Counter No:1,CP-Code:001
To:NAVITA,
DELHI GPO, PIN:110006
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,13/03/2024 ,11:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 1100950168 <110095>
RL A RD005723822IN
Counter No:1,CP-Code:001
To:FARZANA,
DELHI GPO, PIN:110006
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,13/03/2024 ,11:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 1100950168 <110065>
RL A RD005723972IN
Counter No:1,OP-Code:001
To:MAHITAB,
DELHI GPO, PIN:110006
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,13/03/2024 ,11:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 1100950168 <110095>
RL A RD005723857IN
Counter No:1,OP-Code:001
To:FARZANA,
DELHI GPO, PIN:110006
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,13/03/2024 ,11:21
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 1100950168 <110095>
RL A RD005723955IN
Counter No:1,OP-Code:001
To:MAHITAB,
GHAZIABAD H O, PIN:201001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,13/03/2024 ,11:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 1100950168 <110095>
RL A RD005723853IN
Counter No:1,OP-Code:001
To:FARZANA,
GHAZIABAD H O, PIN:201001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,13/03/2024 ,11:20
<<Track on www.indiapost.gov.in>>