

Registered/ Speed Post

Dated: 01.10.2024

1. **Mr. Mohd Jafeer Salmani** (Borrower)
S/o Mr. Mohammad Ladden Salmani
At:
Flat No. 04, Ground Floor, Building No. 2,
Wing Phase-1, Jainam Garden,
C.T.S. No. 4230, S. No.10, H.No.1, Mouje - Khopoli,
Tal. Khalapur, District Raigad – 410203

2. **Mrs. Nasrat Begam Salmani** (Co-Borrower)
W/o Mr. Mohd. Jafeer Salmani
1 & 2 At:
Flat No.401, Plot No. 38, Sector-10,
Meeraj Residency Phase-I, Tal-Panvel,
Raigad, Maharashtra – 410206.

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **23.11.2022** issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**KMBL/The Bank**") under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "**SARFAESI Act**"), related to Loan Account No. HL/0236/H/17/100047 wherein we had called upon you to pay the dues of **Rs. 27,06,819/- (Rupees Twenty Seven Lakh Six Thousand Eight Hundred and Nineteen Only)** outstanding as on **22.11.2022** with further interest applicable from **23.11.2022** until payment in full (hereinafter referred as the "**Outstanding Amount**") and payable by you under the facilities granted by Magma Housing Finance Limited (MHFL) (subsequently known as Poonawalla Housing Finance Limited (PHFL) now known as Grihum Housing Finance Limited) 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** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by MHFL with other incidental right thereto including the assignment of the said facility 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 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. KMBL has become the absolute owner of the said account(s) and all rights, title and interest in respect of outstanding amount pertaining to above said account(s) 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 the Bank has taken physical possession of the property described herein below in **Annexure "A"**





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(and referred hereinafter as “Secured Asset”) on 20.03.2024 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 23.01.2024 passed by Hon’ble Additional District Magistrate, Raigad, Alibag 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 the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.10,10,000/- (Rupees Ten Lakh Ten Thousand 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 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. 31,00,995/- (Rupees Thirty One Lakh Nine Hundred and Ninety Five Only)** outstanding as on 01.10.2024 with further interest applicable from 02.10.2024 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 the present notice. Please note 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	21.11.2024
2	TIME OF AUCTION	12:00 PM to 01:00 PM with unlimited extension of 5 minutes
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	20.11.2024 UP TO 6:00 PM (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, 5th Floor, Adamas Plaza, 166/16, CST Road, Kalina, Santacruz (E) Mumbai - 400098.
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.
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.





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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.
10. Should you have any representation to be made in response to this notice, please mark the same to Mr. Rupesh Pawar (Mob No. +91 8097895337) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID- rard.customercare@kotak.com only, in order to enable us to respond in time. Please note that we shall not be responsible for not responding to any of your representations made in response to this notice if the same is addressed to any other person or place.

For Kotak Mahindra Bank Limited



Authorized Officer



ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Mohd Jafeer Salmani 2. Mrs. Nasrat Begam Salmani
Loan account no.	HL/0236/H/17/100047
Amount outstanding	
Rs. 31,00,995/- (Rupees Thirty One Lakh Nine Hundred and Ninety Five Only) outstanding as on 01.10.2024 with further interest applicable from 02.10.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of property bearing Flat No. 04, on the Ground Floor in "Building 2" Wing Phase "1", admeasuring 25 sq.mtrs. Carpet Area of the building known as "Jainam Garden" constructed on land bearing City Survey Property No. 4230, Survey No. 10, Hissa No. 1, admeasuring 11070 Sq. Mtrs., situated at village Khopoli, Tal. Khalapur, District Raigad, within the limits of Khopoli Municipal Council. Property bounded as: North : Road South : Kalindi Building East : Jainam Garden Riverside West : Road Name of the mortgagors: Mr. Mohd Jafeer Salmani & Mrs. Nasrat Begam Salmani	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.10,10,000 /- (Rupees Ten Lakh Ten Thousand Only)
EMD:	Rs.1,01,000/- (Rupees One Lakh One Thousand Only)
List of known Encumbrances (if any) - Nil	

