Speed Post

Dated: 16.10.2026

1. **Mr. Nilanjan Saha** **(Borrower)**
   S/o Mr. Niranjan Saha

2. **Mrs. Shrilekha Saha** **(Co-Borrower)**
   1 & 2 At:
   J.L No.43, PO: Champasari, PS: Pradhan Nanar,
   District Darjeeling, Near Himkosh Bhawan, Siliguri,
   West Bengal-734003

3. **M/S Nirashri Fish Traders** **(Co-Borrower)**
   Through its Proprietor Mr. Nilanjan Saha
   At:
   Holding No.75A, Ward No.46, Near Regulated Market,
   Siliguri, West Bengal-734003

   All At:
   Flat No.6/B, Block-B, Champasari Main Road by Lane,
   Siliguri, P.O & P.S Pradhan Nagar, Mouza-Kalkut, J.L No.44,
   Plot No.392, 298 (L.R), Khatian No.3712 (L.R), Darjeeling-734003

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **13.06.2019** 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.608507210321143 wherein FIHFCL had called upon you to pay the dues of **Rs.26,60,172.56/-Rupees Twenty Six Lakh Sixty Thousand One Hundred Seventy Two and Fifty Six Paisa Only)** due and payable as on **13.06.2019** along with future interest applicable from **14.06.2019** until payment in full **(hereinafter referred as the "Outstanding Amount")** and payable by you under the facilities granted by FIHFCL within 60 days from the date of the said notice. You are 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 facility(ies) granted by the FIHFCL 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.

KOTAK MAHINDRA BANK LTD.

Serial Number: 503105072026F003767

Kotak Mahindra Bank Ltd.
CIN L65110MH1985PLC038137
Plot No.7, Sec. 125, Noida, District Gautam Budh Nagar, UP-201313. Extn no. 0120 6173062
www.kotak.bank.in
Registered Office: 27 BKC, C-27, 'G' Block, Bandra Kurla Complex, Bandra East, Mumbai-400 051, Maharashtra India.

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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 possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset")** on 24.09.2021 in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rule 8 & 9.

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. On the basis of the report of the valuer, secured asset was put on auction by FIHFCL on 29.11.2021 with the Reserve Price of Rs.18,00,000/-(Rupees Eighteen Lakh Only). However, the said auction failed for want of bidders.

5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs.13,00,000/- (Rupees Thirteen Lakh Only) below which the said secured asset will not be sold and which sale will be **on "as is where is", "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 the 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 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 on **"as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receives the entire outstanding amount i.e. **Rs.52,25,687/- (Rupees Fifty Two Lakh Twenty Five Thousand Six Hundred Eighty Seven Only)** outstanding as on **09.10.2026** with further interest applicable from **10.10.2026** 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 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.

7. The sale of the secured assets 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	06.11.2026
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	05.11.2026 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, 22 Camac Street, 5th Floor, B Block Kolkata-700016
5	MODE OF AUCTION	E-auction through website https://www.bankauctions.com

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8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) days for sale of the said secured asset.

9. Post the expiration of the said 15 (fifteen) 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.

10. The Borrower's attention is invited to the provisions of the Subsection 8 of Section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset.

11. Should you have any representation to be made in response to this notice, please mark the same to Mr. Rajender Dahiya (Mob No. +918448264515) & Mr. Agnel Pillai (Mob No +917208058972) 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

Serial Number: 503105072026F003769

ANNEXURE – "A"

Name of the Borrowers & Loan Account Nos.	
Name of the borrowers	1. Mr. Nilanjan Saha 2. Mrs. Shrilekha Saha 3. M/S Nirashri Fish Traders
Loan account nos.	608507210321143

Amount outstanding

Rs.52,25,687/- (Rupees Fifty Two Lakh Twenty Five Thousand Six Hundred Eighty Seven Only) outstanding as on 09.10.2026 with further interest applicable from 10.10.2026 along with all cost, charges & expenses until payment in full.

Description of the Mortgaged property

All that piece and parcel of residential Flat No. 6/B, measuring 972 sq. ft., situated on the southern side of the Third Floor of Block "B" of the four-storied building, together with proportionate share in the staircase, super built-up area, common areas and facilities, and proportionate undivided share in the land measuring 8 Katha 8 Chhatak or 0.14 acre, recorded in Khatian No. 258 (R.S.) and 3712 (L.R.), being part of Plot Nos. 233 & 241 (R.S.) and 392 & 398 (L.R.), situated at Mouza – KALKUT, J.L. No. 44, Touzi No. 91, Pargana – Patharghata, under Champasari Gram Panchayat, Post Office & Police Station – Pradhan Nagar, Sub-Division – Siliguri, Additional District Sub-Registry Office – Siliguri, District – Darjeeling, West Bengal.
Property bounded as under:
North: 16 Feet Wide Road
South: Land of Plot Nos. 240 & 241
East: Land of Lakha Oraon
West: Land of Sital Rani & Jiban Majumdar

Name of Mortgagor: Mr. Nilanjan Saha

Reserve Price (in INR) & EMD (in INR)

Reserve price:	Rs.13,00,000/- (Rupees Thirteen Lakh only)
EMD:	Rs.1,30,000/- (Rupees One Lakh Thirty Thousand Only)

List of Encumbrance (if any): Nil

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Serial Number: 503105072026F003770