



o/c
Shid
30/11/24

Kotak Mahindra Bank

Registered Post

Dated: 30.01.2024

- 1. MR. ASHWINKUMAR SUNDARLAL KAYASTH**
- 2. MRS. KAILASHBEN ASHWINKUMAR KAYASTH**
- 3. MR. SAGAR A KAYASTH**
- 4. MR. HARDIKKUMAR A KAYASTH**

ALL AT:

SHOP NO. G-1, MARUTI COMPLEX,
BUILT UP AREA 38.28 SQ.MTS, GROUND FLOOR,
CITY SURVEY NO.2641/A MADE OUT, MOUJE,
ANKLESHWAR, TA.ANKLESHWAR, DIST BHARUCH-393001

ALL ALSO AT:

424, GUJARAT HOUSING BOARD,
SURTU BHAGOL, NEAR ADARSH SCHOOL,
ANKLESHWAR, BHARUCH-393001

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **21.05.2019** issued by Fullerton India Home Finance Company Ltd (hereinafter referred to as "**FIHFCL**") 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. 603907510124716 wherein FIHFCL had called upon you to pay the dues of **Rs. 55,92,673.87/- (Rupees Fifty Five Lakh Ninety Two Thousand Six Hundred Seventy Three and Eighty Seven Paisa Only)** due and payable as on **15.05.2019** along with future interest applicable **16.05.2019** 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 Authorised officer of FIHFCL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on **29.12.2020** 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 **03.02.2020**, passed by Hon'ble District Magistrate, Bharuch under Section 14 of the 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 auction of the Secured

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.



Asset as mentioned in Annexure "A" was conducted on various dates and lastly on **22.12.2023**. All the auctions conducted have failed for want of bidders.

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 where is and whatever 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. 1,11,15,478/- (Rupees One Crore Eleven Lakh Fifteen Thousand Four Hundred Seventy Eight Only)** as of **19.01.2024** along with future interest applicable from **20.01.2024** 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.
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	22.02.2024
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	21.02.2024 UP TO 6:00 P.M. (IST.)
4.	PLACE OF SUBMISSION OF DOCUMENTS	G1,TWIN TOWER,SAHARA DARWAJA,RING ROAD SURAT - 395 002
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 (Fifteen) 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 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 THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
<p>1.MR. ASHWINKUMAR SUNDARLAL KAYASTH</p> <p>2.MRS. KAILASHBEN ASHWINKUMAR KAYASTH</p> <p>3. MR. SAGAR A KAYASTH</p> <p>4. MR. HARDIKKUMAR A KAYASTH</p> <p>LOAN NO. 603907510124716</p>	<p>RS. 1,11,15,478/- (RUPEES ONE CRORE ELEVEN LAKH FIFTEEN THOUSAND FOUR HUNDRED SEVENTY EIGHT ONLY) AS OF 19.01.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 20.01.2024 UNTIL PAYMENT IN FULL.</p>	<p>ALL THAT PIECE AND PARCEL OF TENAMENT NO. 424, GUJARAT HOUSING BOARD, ADM AREA 200 SQ. MTS. BUILT UP AREA 76.57 SQ. MTS. RE. SU, NO. 25 TO 32 MADE OUT ON MOUJE, ANKLESHWAR, TEHSIL ANKLESHWAR, DIST. BHARUCH</p> <p>SURROUNDED BY BOUNDARIES: EAST: PLOT NO. 423 WEST: PLOT NO. 425 NORTH: PLOT NO. 413 SOUTH: ROAD IS SITUATED</p> <p>NAME OF THE MORTGAGOR: MR. ASHWINKUMAR SUNDARLAL KAYASTH</p>	<p>RESERVE PRICE RS. 28,00,000/- (RUPEES TWENTY EIGHT LAKH ONLY)</p> <p>EMD: RS. 2,80,000/- (RUPEES TWO LAKH EIGHTY THOUSAND ONLY).</p>



RL 1100950168 <110095>

RL A RD005476333IN

Counter No:1,OP-Code:001

To:ASHWINKUMAR,

BHARUCH H O, PIN:392001

From:KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:30grams,

Amt:32.00 ,31/01/2024 ,09:08

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100950168 <110095>

RL A RD005476627IN

Counter No:1,OP-Code:001

To:KAILASHBEN,

BHARUCH H O, PIN:392001

From:KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:30grams,

Amt:32.00 ,31/01/2024 ,09:08

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100950168 <110095>

RL A RD005476508IN

Counter No:1,OP-Code:001

To:SAGAR A KAYASTH,

BHARUCH H O, PIN:392001

From:KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:30grams,

Amt:32.00 ,31/01/2024 ,09:08

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 1100950168 <110095>

RL A RD005476397IN

Counter No:1,OP-Code:001

To:HARDIKKUMAR,

BHARUCH H O, PIN:392001

From:KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:30grams,

Amt:32.00 ,31/01/2024 ,09:08

<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

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Counter No:1,OP-Code:001

To:ASHWINKUMAR,

BHARUCH H O, PIN:392001

From:KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:30grams,

Amt:32.00 ,31/01/2024 ,09:08

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India Post

RL 1100950168 <110095>

RL A RD005476635IN

Counter No:1,OP-Code:001

To:KAILASH,

BHARUCH H O, PIN:392001

From:KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:30grams,

Amt:32.00 ,31/01/2024 ,09:09

<<Track on www.indiapost.gov.in>>

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India Post

RL 1100950168 <110095>

RL A RD005476406IN

Counter No:1,OP-Code:001

To:SAGAR A KAYASTH,

BHARUCH H O, PIN:392001

From:KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:30grams,

Amt:32.00 ,31/01/2024 ,09:09

<<Track on www.indiapost.gov.in>>

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India Post

RL 1100950168 <110095>

RL A RD005476525IN

Counter No:1,OP-Code:001

To:HARDIKKUMAR,

BHARUCH H O, PIN:392001

From:KOTAK MAHINDRA BANK LTD , MOIDA 201313

Wt:30grams,

Amt:32.00 ,31/01/2024 ,09:09

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