



o/c
Shid
30/11/23

Kotak Mahindra Bank

Registered Post

Dated: 29-11-2023

1. **MR. BHAVESHKUMAR N BUNHA** (BORROWER)
S/O MR. NAGJIBHAI POPATBHAI BUNHA
AT:
86, SHIVSHAKTI SOCIETY, NR. SITANAGAR CHOWK,
PUNAGAM, SURAT BOMBAY MARKET, SURAT,
GUJARAT, OPP RANUJADHAM SOCIETY, SURAT,
GUJARAT, 395130

ALSO AT;
FLAT NO 501 5TH FLOOR BHAKTIDHARA
RESIDENCY BUILDING NO I-2 SAYAN OLPAD,
SURAT, GUJARAT-394130
2. **MRS. KANTABEN NAGJIBHAI BUHA** (CO-BORROWER)
W/O MR. GYAN PRAKASH PANDEY,
AT:
86 SHIVSHAKTI SOCIETY, NR. SITANAGAR CHOWK,
PUNAGAM, SURAT BOMBAY MARKET, SURAT,
GUJARAT, OPP RANUJADHAM SOCIETY, SURAT,
GUJARAT, 395130
3. **M/S DHARMI FASHION** (CO-BORROWER)
THROUGH ITS PROPRIETOR MR. BHAVESHKUMAR N BUNHA
AT:
B-2, AVIRA DIAMOND ESTATE, ESTATE NETAL
COMPLEX, DUMBHAL SURAT, NR SITANAGAR
CHOWK, SURAT, GUJARAT- 395010

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **01.04.2021** issued by Fullerton India Home Finance Company Ltd (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. **600207510202139** wherein FIHFCL had called upon you to pay the dues of **Rs.4,30,228.81/- (Rupees Four Lakh Thirty Thousand Two Hundred Twenty Eight And Eighty One Paise Only)** as on **30.03.2021** along with future interest applicable from **31.03.2021** 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

Kotak Mahindra Bank Ltd.
CIN: L65110MI11985PLC038137
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

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.

- 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") 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 08.03.2022, passed by District Magistrate, Surat under Section 14 of the said SARFAESI Act.
- 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 on the basis of report of valuer, Secured asset was earlier put on auction, however, the said auction failed for want of bidders.
- 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.6,44,005 (Rupees Six Lakh Forty Four Thousand and Five Only)** as of **11.10.2023** along with future interest applicable from **12.10.2023** 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.
- 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	22.12.2023
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	21.12.2023 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Limited G1,Twin Tower,Sahara Darwaja, Ring Road Surat - 395 002,
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTPS://BANKAUCTIONS.IN/





Kotak Mahindra Bank

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 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



Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No.7

Sector-125, Noida

Uttar Pradesh - 201 313

Registered Office:

27 BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai 400051,

Maharashtra, India.

T +91 120 6173761

www.kotak.com

ANNEXURE - "A"

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1. Mr. BhaveshKumar N Bunha 2. Mrs. Kantaben Nagjibhai Buha 3. M/S Dharmi Fashion	Rs.6,44,005 (Rupees Six Lakh Forty Four Thousand and Five Only) as of 11.10.2023 along with future interest applicable from 12.10.2023 UNTIL PAYMENT IN FULL.	All that property bearing Flat No 501 5 th Floor admeasuring 545 sq.ft i.e 50.65 sq. mts. Superbuilt up area, & 366.27 sq. ft. i.e 34.04 sq. mts built up area, along with 18.49 sq. mts. Undivided share in the land of road of C.O.P. in Bhaktidhara Residency Building No I-2, situated at Revenue Survey No 56, 57, 59 Paiki & Block No 130 admeasuring 1 Hector, 31 Acre, 52 sq. mts. Aar Rs. 19.06 Paisa of Moje Village Sayan, Sub: Dist Olpad, Dist: Surat, Gujarat-394130 NAME OF THE MORTGAGOR:- BhaveshKumar N Bunha	RESERVE PRICE RS.3,30,000/- (RUPEES THREE LAKH AND THIRTY THOUSAND ONLY) EMD: RS. 33,000/- (RUPEES THIRTY THREE THOUSAND ONLY)
LOAN NO. 600207510202139			



RL 1100510164 <110051>
RI A RD225690196IN
Counter No:1,OP-Code:1
To:DHANVESH KUMAR,
GUJARAT, PIN:395130
From:KOTAK MAHINDRA BANK , NOIDA
Wt:40grams,
Amt:27.00 ,01/12/2023 ,10:53
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

G.S.T. EXTRA

RL 1100510164 <110051>
RI A RD225690205IN
Counter No:1,OP-Code:1
To:DHANVESH KUMAR,
GUJARAT, PIN:395130
From:KOTAK MAHINDRA BANK , NOIDA
Wt:40grams,
Amt:27.00 ,01/12/2023 ,10:53
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

G.S.T. EXTRA

RL 1100510164 <110051>
RI A RD2256B3014IN
Counter No:1,OP-Code:1
To:KANTABEN,
GUJARAT, PIN:395130
From:KOTAK MAHINDRA BANK , NOIDA
Wt:40grams,
Amt:27.00 ,01/12/2023 ,10:53
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

G.S.T. EXTRA

RL 1100510164 <110051>
RI A RD2256B3020IN
Counter No:1,OP-Code:1
To:DHAMI FASHION,
GUJARAT, PIN:395010
From:KOTAK MAHINDRA BANK , NOIDA
Wt:40grams,
Amt:27.00 ,01/12/2023 ,10:53
<<Track on www.indiapost.gov.in>>

भारतीय डाक

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G.S.T. EXTRA