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Kotak Mahindra Bank

Registered Post

Dated: 02.02.2024

**1. MR. JAGDISHKUMAR PUROHIT  
S/O MR. OMKARJI PUROHIT**

**AT:**

FLAT NOD-201 ADMEASURING ABOUT 38.83  
SQ.MT.BUILT UP SITUATED ON THE 2ND FLOOR OF D  
BUILDING OF RAJ PALACE CONSTRUCTED ON LAND BEARING  
PLOT NO.60 TO 66 ORGANIZED ON CAND BEARING BLOCK  
NO.224 PAIKEE OF KADODARA SUB DISTRICT PALSANA  
DISTRICT SURAT TOGETHER WITH PROPORTIONATE  
SHARE IN THE SAID LAND - 394327.

**2. MRS. MANJULA DEVI  
W/O MR. JAGDISHKUMAR PUROHIT  
BOTH AT:**

FLAT NO.D-302 3RD FLOOR RAJ PALACE NEAR KADODARA  
CHAR RASTA, PALSANA KADODARA, SURAT - 394325

Dear Sir/Madam,

**Sub: Notice for Sale of the Mortgaged Property**

1. We refer to Demand Notice dated 24.06.2021 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. 600207210530850 wherein FIHFCL had called upon you to pay the dues of **Rs. 7,90,151.38/- (Rupees Seven Lakh Ninety Thousand One Hundred Fifty One and Thirty Eight Paise Only)** due and payable as on 18.06.2021 along with future interest applicable from 19.06.2021 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 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 21.12.2022 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 06.06.2022, passed by passed by Ld. District Magistrate, Surat, under Section 14 of the SARFAESI Act. Thereafter FIHFCL has handed over the possession of the property to KMBL on dated 09.05.2023.



Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137

7th Floor, Plot No.7  
Sector-125, Noida  
Uttar Pradesh - 201 313

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www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

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 report valuer, the said property was put on auction various dates and lastly on 08.11.2023. All the auctions conducted have failed for want of bidder.
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.10,71,065 /-(Rupees Ten Lakh Seventy One Thousand Sixty Five Only)** as on 01.02.2024 **ALONG WITH FUTURE INTEREST APPLICABLE FROM 02.02.2024** 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 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.
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	28.02.2024
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	27.02.2024 UP TO 6:00 P.M. (IST.)
4.	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., <b>G1, Twin Tower, Sahara Darwaja, Ring Road Surat - 395 002.</b>
5.	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE <a href="http://BANKAUCTIONS.IN/">HTTP://BANKAUCTIONS.IN/</a>

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**



**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](http://www.kotak.com)

Registered Office:

27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

**ANNEXURE - "A"**

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
<p>1. MR. JAGDISHKUMAR PUROHIT</p> <p>2. MRS. MANJULA DEVI</p> <p>LOAN NO. 600207210530850</p>	<p><b>Rs. 10,71,065 /-</b> <b>(Rupees Ten Lakh Seventy One Thousand Sixty Five Only)</b> AS OF 01.02.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 02.02.2024 UNTIL PAYMENT IN FULL.</p>	<p>ALL THAT PIECE AND PARCEL OF PROPERTY IN FLAT NO. D-201 ADMEASURING ABOUT 38.83 SQ. MT. BUILT UP SITUATED ON THE 2ND FLOOR OF D BUILDING OF RAJ PALACE CONSTRUCTED ON LAND BEARING PLOT NO.60 TO 66 ORGANIZED ON LAND BEARING BLOCK NO.224 PAIKEE OF KADODARA SUB DISTRICT PALSANA DISTRICT SURAT TOGETHER WITH PROPORTIONATE SHARE IN THE SAID LAND.</p> <p>BOUNDARIES NORTH : FLAT NO - 202 EAST: PASSAGE SOUTH: STAIR WEST: OPEN SPACE</p> <p>NAME OF THE MORTGAGOR: MR. JAGDISHKIJMAR PUROHIT &amp; MRS. MANJULA DEVI</p>	<p>RESERVE PRICE RS. 5,40,000/- (RUPEES FIVE LAKH FOURTY THOUSAND ONLY)</p> <p>EMD: RS. 54,000/- (RUPEES FIFTY FOUR THOUSAND ONLY)</p>



भारतीय डाक

India Post

RI 203207031 <203207>

RLA RU783495289IN

Counter No:1,UP-Code:OP1

To: JAGDISHKUMAR

KADODARA S.O. Pin: 394513

From: KOTAK MAHINDRA BANK LTD. 201213

Wt: 40grams.

Amnt: 52.00. 03/02/2024 India Post

<Track on www.indiapost.gov.in>

RI 203207031 <203207>

RLA RU783495160IN

Counter No:1,UP-Code:OP1

To: JAGDISHKUMAR

UMBHEL S.O. Pin: 394513

From: KOTAK MAHINDRA BANK LTD. 201213

Wt: 40grams.

Amnt: 52.00. 03/02/2024 India Post

<Track on www.indiapost.gov.in>

RI 203207031 <203207>

RLA RU78349555IN

Counter No:1,UP-Code:OP1

To: MANIULA

UMBHEL S.O. Pin: 394513

From: KOTAK MAHINDRA BANK LTD. 201213

Wt: 40grams.

Amnt: 52.00. 03/02/2024 India Post

<Track on www.indiapost.gov.in>