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Shi@
2/2/24

Kotak Mahindra Bank

Registered Post

Dated: 02.02.2024

1. **MR. HITESHKUMAR BABUBHAI PATEL**
S/O MR. BABUBHAI PATEL
2. **MR. DHARMESHKUMAR BABUBHAI PATEL**
S/O MR. BABUBHAI PATEL
3. **MR. SUMANBEN BABUBHAI PATEL**
W/O MR. PARSHOTAMBHAI PATEL

ALL AT:

6, SURYADARSHAN ROW HOUSE, JAHANGIRPURA BHESAN;
SURAT, NEAR CNG PUMP, SURAT, GUJARAT-395005

ALL ALSO AT:

PLOT NO 169 "SHIV SHAKTI ESTATE
VIBHAG 3 OPP GSPL B/S SHAGUN VILLA NEAR
ROYAL PARK 1 OLPAD, SAYAN ROAD
SUB DISTRICT OLPAD DISTRICT
SURAT, GUJARAT -394540.

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. 600207210486662 wherein FIHFCL had called upon you to pay the dues of Rs. 11,04,233.43/- (Rupees Eleven Lakh Four Thousand Two Hundred Thirty Three And Forty Three Paise Only) due and payable 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 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 Authorized officer of FIHFCL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 27.10.2021 in exercise of the powers conferred on him under Section 13 (4) of the said 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 on the basis of report



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.

of valuer, auction of the Secured Asset as mentioned in Annexure "A" was conducted on various occasions lastly on 24.11.2023. However, the said auction was 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 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. 15,76,800 (Rupees Fifteen Lakh Seventy Six Thousand Eight Hundred Only)** as of 12.01.2024 along with future interest applicable from 13.01.2024 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 not 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	Kotak Mahindra Bank Limited Retail- ARD 7th Floor, Plot No.-7, Sector -125, Noida Uttar Pradesh-201313
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.)
1. MR. HITESHKUMAR BABUBHAI PATEL 2. MR. DHARMESHKUMAR BABUBHAI PATEL 3.MRS. SUMANBEN BABUBHAI PATEL LOAN NO. 600207210486662	Rs.15,76,800 (Rupees Fifteen Lakh Seventy Six Thousand Eight Hundred Only) as of 12.01.2024 along with future interest applicable from 13.01.2024 UNTIL PAYMENT IN FULL.	ALL THAT PIECE AND PARCEL OF PLOT NO 169 ADMEASURING ABOUT 44.49 SQ. MT. TOGETHER WITH UNDIVIDED PROPORTIONATE SHARE IN ROAD AND COP ADMEASURING ABOUT 29.0 SQ. MT. OF "SHIV SHAKTI ESTATE PART-3" ORGANIZED ON LAND BEARING BLOCK NO. 480 AND 822 TOTAL ADMEASURING ABOUT 18211 SQ. MT. (PLOT NO. 169 IS THE PART AND PARCEL OF BLOCK NO. 822) OF OLPAD SUB DISTRICT OLPAD (DISTRICT SURAT BELONGS TO VISHALKUMAR GHANS YAMBHI DEVANI) <u>BOUNDARIES</u> NORTH:- ADJOINING PLOT NO.168 EAST :- 6 MT. INTERNAL ROAD SOUTH:- ADJOINING PLOT NO. 170 WEST:- ADJOINING PLOT NO. 164 NAME OF THE MORTGAGOR: MR. HITESHKUMAR BABUBHAI PATEL, MR. DHARMESHKUMAR BABUBHAI PATEL & MRS. SUMANBEN BABUBHAI PATEL	RESERVE PRICE RS. 6,30,000/- (RUPEES SIX LAKH THIRTY THOUSAND ONLY) EMD: RS. 63,000/- (RUPEES SIXTY THREE THOUSAND ONLY)



RL 203207031 <203207>
RLA RU783495127IN
Counter No:1,OP-Code:OP1
To: HITESHKUMAR
RANDEP S.O Pin: 394540
From: KOTAK MAHINDRA BANK LTD, 201313
Wt: 40grams,
Amt: 32.00, 03/02/2024
India Post
eTrack on www.indiapost.gov.in>

RL 203207031 <203207>
RLA RU783495108IN
Counter No:1,OP-Code:OP1
To: DHARMESHKUMAR
RANDEP S.O Pin: 394540
From: KOTAK MAHINDRA BANK LTD, 201313
Wt: 40grams,
Amt: 32.00, 03/02/2024
India Post
eTrack on www.indiapost.gov.in>

RL 203207031 <203207>
RLA RU783495350IN
Counter No:1,OP-Code:OP1
To: SUMANBEN
RANDEP S.O Pin: 394505
From: KOTAK MAHINDRA BANK LTD, 201313
Wt: 40grams,
Amt: 32.00, 03/02/2024, 11:31
India Post
eTrack on www.indiapost.gov.in>

भारतीय डाक
India Post
RL 203207031 <203207>
RLA RU783495235IN
Counter No:1,OP-Code:OP1
To: HITESHKUMAR
RANDEP S.O Pin: 394540
From: KOTAK MAHINDRA BANK LTD, 201313
Wt: 40grams,
Amt: 32.00, 03/02/2024, 11:31
India Post
eTrack on www.indiapost.gov.in>

भारतीय डाक
India Post
RL 203207031 <203207>
RLA RU783495111IN
Counter No:1,OP-Code:OP1
To: DHARMESHKUMAR
RANDEP S.O Pin: 394540
From: KOTAK MAHINDRA BANK LTD, 201313
Wt: 40grams,
Amt: 32.00, 03/02/2024, 11:31
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भारतीय डाक
India Post
RL 203207031 <203207>
RLA RU783495353IN
Counter No:1,OP-Code:OP1
To: SUMANBEN
RANDEP S.O Pin: 394540
From: KOTAK MAHINDRA BANK LTD, 201313
Wt: 40grams,
Amt: 32.00, 03/02/2024, 11:32
India Post
eTrack on www.indiapost.gov.in>