



SHD
02/01/24

Kotak Mahindra Bank

Registered Post

Dated: 02.01.2024

- 1. MR. MUKESHBHAI DIYALBHAI KATHROTIYA**
S/O MR. DIYALBHAI NAGAJIBHAI KATHROTIYA
AT: 103 RAJESHWARI SOCIETY VI, PUNAGAM NEAR LAXMN
NAGAR, SURAT, NEAR THAKORDAR SOCIETY,
SURAT, GUJARAT, 395010
Email: mukeshkatharotl791975@gmail.com
- 2. MRS. SANGEETABEN MUKESHBHAI KATHAROTIYA**
W/O MR. MUKESHBHAI DIYALBHAI KATHROTIYA
AT: 103 RAJESHWARI SOCIETY VI, PUNAGAM NEAR LAXMN NAGAR,
SURAT, NEAR THAKORDAR SOCIETY, SURAT, GUJARAT, 395010

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- We refer to Demand Notice dated **08.04.2021** 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. **600207210602276** wherein FIHFCL had called upon you to pay the dues of **Rs. 1206731.75/- (Rupees Twelve Lakh Six Thousand Seven Hundred Thirty One and Seventy Five 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.
- 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.
- 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 possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 23.07.2021 in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rules 8 & 9.
- After taking possession of the secured asset, the said property was put on auction by FIHFCL in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 on **27.12.2021** with the Reserve price of **Rs. 8,00,000/- (Rupees Eight Lakh Only)**. 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".

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.





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. 16,82,091 /-(Rupees Sixteen Lakh Eighty Two Thousand and Ninety One Only)** as on **26.12.2023** ALONG WITH FUTURE INTEREST APPLICABLE FROM **27.12.2023** 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. 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	02.02.2024
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	01.02.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., G1, Twin Tower, Sahara Darwaja, Ring Road, Surat - 395 002
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTP://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 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. MUKESHBHAI DIYALBHAI KATHROTIYA 2. MRS. SANGEETABEN MUKESHBHAI KATHAROTIYA LOAN NO. 600207210602276	Rs. 16,82,091/- (Rupees Sixteen Lakh Eighty Two Thousand Ninety One Only) AS OF 26.12.2023 ALONG WITH FUTURE INTEREST APPLICABLE FROM 27.12.2023 UNTIL PAYMENT IN FULL.	ALL THAT PART AND PARCEL OF IMMOVABLE PROPERTY BEING OPEN PLOT NO. 13 ADMEASURING ABOUT 63.56 SQ. METERS PLOT AREA ON SPOT AND ADMEASURING ABOUT 68.57 SQ. METERS AS PER VILLAGE FORM NO. 7/12 ALONG WITH UNDIVIDED SHARE IN THE LAND IN THE SCHEME KNOWN AS KAVYA RESIDENCY VIBHAG-B, FORMING PART OF LAND BEARING REVENUE SURVEY NO. 232/1, 232/2, 233/1, 233/2, 234/ 1, 234/2 BLOCK NO. 3021B AS PER VILLAGE FROM No 7*12 BLOCK NO. 3021B/ 13 OF MOUJE MULAD OF OLPAD TALUKA IN THE REGISTRATION DISTRICT AND SUB REGISTRATION OF SURAT. DIC B MULAD OLPAD SURAT 394210 <u>DEMARCATON OF THE PLOT:</u> EAST: ADJ PLOT NO. A/ 14 WEST:- ROAD NORTH: ADJ BLOCK NO. 301 SOUTH: ROAD NAME OF THE MORTGAGOR: MR. MUKESHBHAI DIYALBHAI KATHROTIYA & MRS. SANGEETABEN MUKESHBHAI KATHAROTIYA.	RESERVE PRICE RS. 6,00,000/- (RUPEES SIX LAKH ONLY) EMD: RS. 60,000/- (RUPEES SIXTY THOUSAND ONLY)



भारतीय डाक



India Post

<Duplicate 2> 9 <110091>

RL A RD229504345IN

Counter No:1,OP-Code:1

To:MIKESHBHAI,

SURAT, PIN:395010

From:KOTAK MAHINDRA BANK -LTD , 201313

Wt:30grams,

Amt:32.00 ,04/12/2023 ,12:00

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

भारतीय डाक



India Post

RL 1100910199 <110091>

RL A RD229504331IN

Counter No:1,OP-Code:1

To:SANGEETABEN,

SURAT, PIN:395010

From:KOTAK MAHINDRA BANK -LTD , 201313

Wt:30grams,

Amt:32.00 ,04/12/2023 ,12:01

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