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2/2/24

Kotak Mahindra Bank

**Registered Post**

**Dated: 02.02.2024**

1. **MR. VISHAL PRAKASH TANKARIA**  
**S/O MR. PRAKASHBHAI TANKARIA**  
**AT:**  
MADHAV VATIKA, FIRST FLOOR; FLAT NO 101; NEAR  
JINAM APP MANHARPUR JAMNAGAR ROAD; RAJKOT; GUJARAT- 360005  
EMAIL: [TANKARIYAVISHAL1984@GMAIL.COM](mailto:TANKARIYAVISHAL1984@GMAIL.COM)  
  
**ALSO AT:**  
RAJKOT SURVEY NO.55/3P PLOT NO 97 TO 116, MADHAV  
VATIKA TOWER NO F FLAT NO 101 1ST FLOOR NEAR  
JINAM TOWER MADHAPAR CHOWKDI 360005
2. **MR. AMIT PRAKASHBHAI TANKARIYA**  
**S/O MR. PRAKASHBHAI TANKARIYA**  
**AT:**  
MADHAV VATIKA; FIRST FLOOR; FLAT NO 101; NEAR  
JINAM APP MANHARPUR JAMNAGAR ROAD; RAJKOT; GUJARAT- 360005
3. **MRS. NIRMALABEN PRAKASHBHAI TANKARIYA**  
**W/O PRAKASHBHAI TANKARIA**  
**AT:**  
MADHAV VATIKA; FIRST FLOOR; FLAT NO 101; NEAR  
JINAM APP MANHARPUR JAMNAGAR ROAD; RAJKOT; GUJARAT; 360005

Dear Sir/Madam,

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

1. We refer to Demand Notice dated **18.10.2021** 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. 603807210213508 wherein FIHFCL had called upon you to pay the dues of Rs. 15,82,871.62/(Rupees Fifteen Lakh Eighty Two Thousand Eight Hundred Seventy One and Paise Sixty Two Only) due and payable as on **09.10.2021** along with future interest applicable from **10.10.2021** 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 possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 08.01.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 in pursuance of order dated 16.12.2022 passed by Ld. Chief Judicial Magistrate, Rajkot under Section 14 of the said SARFAESI Act. Thereafter FIHFCL handed over the possession to KMBL on dated 23.05.2023.

**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.



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 of valuer, first auction of the Secured Asset as mentioned in Annexure "A" was conducted on 17.03.2023 by FIHFCL with the Reserve Price of Rs. 13,30,000/- (Rupees Thirteen Lakh Thirty Thousand Only). However, the said auction failed for want of bidders. The said Secured Asset was again put on auction on 15.09.2023 with the Reserve Price of Rs. 9,50,000/- (Rupees Thirty Two Lakh Only). However the said auction also 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. 17,02,896/- (Rupees Seventeen Lakh Two Thousand Eight Hundred Ninety Six Only)** as of 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. 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	<b>01.03.2024</b>
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	<b>29.02.2024</b> 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 <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**





**ANNEXURE – “A”**

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1.MR. VISHAL PRAKASH TANKARIA 2.MR. AMIT PRAKASHBHAI TANKARIYA 3.MRS. NIRMALABEN PRAKASHBHAI TANKARIYA  LOAN NO. 603807210213508	<b>Rs. 17,02,896 /-</b> <b>(Rupees Seventeen Lakh Two Thousand Eight Hundred Ninety Six Only ) AS OF 01.02.2024</b> ALONG WITH FUTURE INTEREST APPLICABLE FROM 02.02.2024 UNTIL PAYMENT IN FULL.	ALL THAT PIECE AND PARCEL OF FLAT NO. 101 WITH BUILTUP AREA ADMEASURING 31-77 SQ. MTS. ON 1ST FLOOR OF TOWER- F AT "MADHAV VATIKA" CONSTRUCTED OVER LAND OF PLOT NO. 97 TO 116 COLLECTIVELY ADMEASURING 2348-50 SQ. MTS. OF REVENUE SURVEY NO. 55/3 PAIKI OF MADHAPAR OF RAJKOT.  <u>BOUNDARIES</u> NORTH: - OPEN TO SKY THEN ROAD. SOUTH: FLAT NO. 103 EAST: PASSAGE THEN FLAT NO.102 WEST: O.T.S THEN TOWER-L  NAME OF THE MORTGAGOR: MR. VISHAL PRAKASH TANKARIA	RESERVE PRICE RS. 8,50,000/- (RUPEES EIGHT LAKH FIFTY THOUSAND ONLY)  EMD: RS. 85,000/- (RUPEES EIGHTY FIVE THOUSAND ONLY)



RL 203207031 <203207>  
RLA RU753495535IN  
Counter No:1,OP-Code:OP1  
To: VISHAL

RAIKOT SAU UNI Pin: 350005  
From: KOTAK MAHINDRA BANK LTD,201313  
Wt: 40grams  
Amt: 32.00, 03/02/2024, 11:34  
India Post  
<Track on www.indiapost.gov.in>

RL 203207031 <203207>  
RLA RU753495417IN  
Counter No:1,OP-Code:OP1  
To: VISHAL

RAIKOT SAU UNI Pin: 350005  
From: KOTAK MAHINDRA BANK LTD,201313  
Wt: 40grams  
Amt: 32.00, 03/02/2024, 11:34  
India Post  
<Track on www.indiapost.gov.in>

RL 203207031 <203207>  
RLA RU753495669IN  
Counter No:1,OP-Code:OP1  
To: NIRMALABEN

RAIKOT SAU UNI Pin: 350005  
From: KOTAK MAHINDRA BANK LTD,201313  
Wt: 40grams  
Amt: 32.00, 03/02/2024, 11:34  
India Post  
<Track on www.indiapost.gov.in>

RL 203207031 <203207>  
RLA RU753495540IN  
Counter No:1,OP-Code:OP1  
To: AMIT PRAKASHBHAI

RAIKOT SAU UNI Pin: 350005  
From: KOTAK MAHINDRA BANK LTD,201313  
Wt: 40grams  
Amt: 32.00, 03/02/2024, 11:34  
India Post  
<Track on www.indiapost.gov.in>