

## Kotak Mahindra Bank

#### Registered Post

Dated: 20.02.2024

 MRS. VIMLABEN BHUPENDRABHAI PATEL W/O MR. BHUPENDRABHAI R. PATEL

(BORROWER)

2. MR. KANTIBHAI B. PATEL S/O MR. BHUPENDRABHAI R. PATEL

(CO-BORROWER)

3. MR. PRASHANTBHAI B. PATEL S/O MR. BHUPENDRABHAI R. PATEL

(CO-BORROWER)

ALL AT: A-128, VIJAY DEEP SOC., OPP. RAILWAY STATION, BEHIND SAI BABA TEMPLE, AMROLI, SURAT, GUJRAT-394107

Dear Sir/Madam,

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

- 1. We refer to Demand Notice dated 14.06.2015 issued by Kotak Mahindra Bank Ltd (hereinafter referred to as ("KMBL") 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. 15541248 wherein KMBL had called upon you to pay the dues of Rs. 3,74,090/- (Rupees Three Lakh Seventy Four Thousand and Ninety Only) outstanding as on 14.06.2015 with further interest applicable from 15.06.2015 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by KMBL within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
- 2. CCFIL has vide an assignment agreement dated 30.06.2014 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 CCFIL Known as Citicorp Finance India Limited 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 CCFIL and all right, title and interest of CCFIL 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 CCFIL has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 02.12.2023 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 17.01.2022 passed by Hon'ble District Magistrate, Surat under Section 14 of the said SARFAESI 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 of valuer, the Reserve Price of the Secured Asset as mentioned in Annexure "A" is fixed at Rs. 30,00,000/- (Rupees Thirty Lakh Only).
- 5. 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 the Bank now proposes to sell the secured asset as mentioned in **Annexure "A"** annexed herewith by public auction and/or

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### Kotak Mahindra Bank

any other methods as prescribed under the provisions of Rule 8 (5) of Security Interest (Enforcement) Rules after a period of 30 (Thirty) days from the date of this notice along with the existing encumbrances if any on "as is where is basis" & "As is what is basis" & "Whatever there is" basis', unless we receive the entire outstanding amount i.e. Rs. 5,88,016/- (Rupees Five Lakh Eighty Eight Thousand and Sixteen Only) outstanding as on 12.02.2024 with further interest applicable from 13.02.2024 until payment in full and other charges as demanded in our notice, within the statutory period of 30 (Thirty) 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.

6. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure A". The auction shall be scheduled as under:

S.NO.	PARTICULARS	DETAILS
1.	DATE OF AUCTION	28.03.2024
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	27.03.2024 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-395002
5.	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE http://bankauctions.in/

- Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 8(6), of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers a notice of 30 (Thirty) days for sale of the said secured asset.
- 8. Post the expiration of the said 30 (Thirty) days, the Bank shall be entitled to sell the said 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.
- 9. The Borrower's attention is invited to the Provisions of the subsection 8 of section 13 of the Act, in respect of the time available to redeem the secured asset.

For Kotak Mahindra Bank Limited

Authorized Office



# Kotak Mahindra Bank

### ANNEXURE - "A"

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1.MRS. VIMLABEN BHUPENDRABHAI PATEL  2.MR. KANTIBHAI B. PATEL  3.MR. PRASHANTBHAI	Rs. 5,88,016/- (Rupees Five Lakh Eighty Eight Thousand Sixteen Only) outstanding as on 12.02.2024 with further interest applicable from	ALL THAT PIECE AND PARCEL OF IMMOVABLE PROPERTY, PREMISES OF PLOT NO. A/128 ADMEASURING 5.59 MTRS. * 11 MTRS. I.E. 61.49 SQ. MTRS. "VIJAY	RS. 30,00,000/- (RUPEES THIRTY LAKH ONLY)  EMD  RS. 3,00,000/- (RUPEES THREE LAKH ONLY)
B. PATEL  LOAN ACCOUNT NO. 15541248	13.02.2024 until payment In Full and Other Charges.	DEEP HOUSING SCHEME" DEVELOPED UPON LAND SITUATED IN STATE: GUJRAT, DISTRICT: SURAT, SUB- DISTRICT & TALUKA: CHORYASI, MOJE:	
		UTRAN BEARING REVENURE SURVEY NO. 208 BLOCK NO. 194 PAIKEE, GRAM PANCHYAT PROPERTY NO. 141.	
		PROPERTY BOUNDED AS: NORTH: PLOT NO.123/A SOUTH: PLOT NO.129/A EAST: PLOT NO.123/A WEST: BY 20FT SOCIETY ROAD	
		NAME OF MORTGAGORS: MRS. VIMLABEN BHUPENDERABHAI PATEL, MR. KANTIBHAI PATEL AND MR. PRASHANTBHAI B. PATEL	NID.

ML 2013010120 (201301)
RL A RIU01589778UN
Counter Mort, OP-Code: OFER
To: VIPLAREN,



SURAT HD, PIN:375003
From:NDTAK MAHINTRA RAHK , NDIIVA
Wt:20grams,
F5:26.00,Ant:4.00 (LFee:Rs.3.00), 21/02/2024 20
<<Track on www.indiapost.gov.in)>

RL 2013010120 (201301) RL A RUI01589776IN Counter No:1,GP-Code:GPER To:KANTENAI, SLRAI HO, PIN:395003



From: KOTAK MANUMDRA BANK , NOTDA Wt:20grams, PS:26.00,Ant:4.00 (LFee:Rs.3.00), 21/02/2024 20 <<Track on www.indiapost.gov.in)>

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Touffasaningal, SERT MO., PIN:395003
From:NOTAK MANINERA RAWK , MOIDA
Wt:20grams,
PS:26.00,Ast:4.00 (LFee:Rs.3.00), 21/02/2024 20
(<Track on waw.indiapost.gov.in))