

Registered/Speed Post

Dated: 09.05.2024

1. **Mr. Sudhir Kumar Pandey** (Borrower)
S/O Mr. Gyan Prakash Pandey
Bharatiya Computer Technology
C/O Computer Teacher
At:
9/10 Ramayan Park Navagam,
Dindoli Main Road, Navagam
Bus Stand, Surat, Gujarat - 394210
2. **Mrs. Sarojdevi Gyanprakash Pandey** (Co-Borrower)
W/O Mr. Gyan Prakash Pandey
Both At:
Plot No. 6, Gangasagar Nagar Society,
Near Navagam Dindoli, Near Railway Track,
Surat, Gujarat - 394210
- Both Also At:**
Plot No.310, Shiv Sai Residency, B-Block, No. 41
Village Kathodara Olpad, Surat, Gujarat - 394111

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **16.03.2019** issued by Fullerton India Home Finance Company Limited (hereinafter referred to as "**FIHFCL**") under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "**SARFAESI Act**"), related to Loan Account No. **600207210234772** wherein FIHFCL had called upon you to pay the dues of **Rs. 8,70,237.76/- (Rupees Eight Lakh Seventy Thousand Two Hundred Thirty Seven and Seventy Six Paise Only)** due and payable as on **14.03.2019** along with future interest applicable from **15.03.2019** 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. 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 Assets**") on 14.11.2019 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9 and in pursuance of order dated 15.10.2019, passed by Hon'ble District Collector, Surat under section 14 of the SARFAESI Act.
3. 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 called "**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, KMBL 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 assets. KMBL has become the absolute owner of the said account(s) and all right, title and interest in respect of outstanding amount pertaining to above said account(s) is now vested with The Bank.

4. After taking possession of the secured assets, 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 Assets as mentioned in the demand notice referred to as above including the property mentioned in Annexure "A" was conducted lastly on 20.11.2023. However, the said auction failed for want of bidders
5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price at **Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand Only)** below which the said secured asset will not be sold and the sale will be on "as is where is", as is what is basis" & whatever there 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 the Bank now proposes to sell the secured asset as mentioned in **Annexure "A"** 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 Clause (1) after a period of 15 (Fifteen Days) from the date of this notice **along with the existing encumbrances, if any, on "as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receive the entire outstanding amount i.e., **Rs. 12,40,977/- (Rupees Twelve Lakh Forty Thousand Nine Hundred and Seventy Seven Only)** as of **09.05.2024** along with future interest applicable from **10.05.2024** 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. Please note that if in case auction scheduled herein fails for any reason whatsoever then the bank may again enforce the security interest by putting the said secured asset on sale through public auction or private treaty 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" as per the below schedule:-

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	30.05.2024
2	TIME OF AUCTION	12:00 P.M. TO 01:00 P.M WITH UNLIMITED EXTENSION OF 5 MINUTES
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	29.05.2024 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 HTTPS://BANKAUCTIONS.IN/





Kotak Mahindra Bank

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9 Clause (1) of the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (Fifteen Days) for sale of the said secured asset.
9. Post the expiration of the said 15 (Fifteen) 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
10. 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(s).

For Kotak Mahindra Bank Limited



Authorized Officer



ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Sudhirkumar Pandey 2. Mrs. Sarojdevi Gyanprakash Pandey
Loan account no.	600207210234772
Amount outstanding	
Rs. 12,40,977/- (Rupees Twelve Lakh Forty Thousand Nine Hundred and Seventy Seven Only) as 09.05.2024 along with future interest applicable from 10.05.2024 until payment in full and other charges	
Description of the Mortgaged property	
All that piece and parcel of land bearing Plot No.310 admeasuring about 828.72 Sq.Ft. P aikee admeasuring about 414.36 Sq.Ft. i.e. 34.396 Sq.Mt. of Shiv Sai Residency-B organized on land bearing Block No.41 admeasuring about 30959 Sq.Mt. of Village Kathodara Sub-District Olpad within District Surat-394111.	
Name of the mortgagor: Mr. Sudhir Gyanprakash Pandey & Mrs. Sarojdevi Gyanprakash Pandey	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand Only)
EMD:	Rs.27,000/- (Rupees Twenty Seven Thousand Only)

