



0/c
31-5-24
Kotak Mahindra Bank

Registered/ Speed Post

Dated: 31.05.2024

- | | |
|---|---------------|
| 1. Mr. Arvindbhai Radheshyambhai Varma | (Borrower) |
| 2. Mr. Radheshyam Garive Varma | (Co-Borrower) |
| 3. Mrs. Dropatiben Radheshyambhai Varma | (Co-Borrower) |
| 4. Mr. Dharmeshkumar Radheshyambhai Varma | (Co-Borrower) |

All At:

Plot No. 42, Shiv Society Scientific Road,
Near Narmada Hall Ravapar Road,
Morbi, Gujarat- 363641

All Also At:

Vill Vajepar Rsno 1407p, Plot No.42P North Side,
Shreeji Park Morbi, Dist
Morbi, Gujarat- 363641

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 13.01.2021 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "The Bank/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. 5E6RHT83957602 & 5E6RHB82634357 wherein we had called upon you to pay the dues of Rs. 14,68,034/- (Rupees Fourteen Lakh Sixty Eight Thousand and Thirty Four Only) outstanding as on 13.01.2020 with further interest applicable from 14.01.2020 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you under the facilities granted by Bajaj Housing Finance Limited (hereinafter to as "BHFL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. BHFL has vide an assignment agreement dated **30.03.2020** ("**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 the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by BHFL with other incidental right thereto including the assignment of the said facility 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 facility. KMBL has become the absolute owner of the said account(s) and all rights, title and interest in respect of outstanding amount pertaining to above said account(s) is now vested with 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 KMBL has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Asset**") on 22.10.2023 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 05.09.2023 passed by Hon'ble 3rd Additional Chief Judicial Magistrate, Morbi under section-14 of the said SARFAESI Act.

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.



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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.12,00,000/- (Rupees Twelve 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 by public auction and/or any other methods as prescribed under the provisions of Rule 8(5) of Security Interest (Enforcement) Rules, 2002 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 the bank receives the entire outstanding amount i.e., Rs.18,43,008/- (Rupees Eighteen Lakh Forty Three Thousand and Eight Only) outstanding as on 31.05.2024 with further interest applicable from 01.06.2024 until payment in full and other charges as demanded in the said demand notice, within the statutory period of 30 (thirty) days from the date of the 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.
6. 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	12.07.2024
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	11.07.2024 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 HTTPS://BANKAUCTIONS.IN/

7. Please treat this notice as notice under Rule 8 Clause (5) read with proviso to Rule 8 Clause (6) of the Security Interest (Enforcement) Rules, 2002 providing the addressee, a notice of 30 (thirty) days for sale of the 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 Officer



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.

ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Arvindbhai Radheshyambhai Varma 2. Mr. Radheshyam Garive Varma 3. Mrs. Ddropatiben Radheshyambhai Varma 4. Mr. Dharmeshkumar Radheshyambhai Varma
Loan account no.	5E6RHT83957602 & 5E6RHB82634357
Amount outstanding	
Rs.18,43,008/- (Eighteen Lakh Forty Three Thousand and Eight only) outstanding as on 31.05.2024 with further interest applicable from 01.06.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of immovable property bearing Plot No.42 Paiky Totally admeasuring 40.42 Sq.Mtrs having construction of 64-18 Sq. Mtrs. thereon undivided proportionate share in the land of "Shreeji Park" raised on Non- agricultural Land Bearing Survey No.1407 Paiky of Village Vajepar, Taluka & District Morbi. Bounded as: East : Road West : Adjoining Plot No.43 North: Adjoining Plot No.41 South : Plot No.42 Paiky Other Property	
Name of the mortgagor(s):	
Mr. Arvind Radheshyambhai Verma & Mr. Dharmeshkumar Radheshyambhai Verma	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 12,00,000/- (Rupees Twelve Lakh Only)
EMD:	Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand Only)



भारतीय डाक



RL 2013010170 <201301>
RL A RU1022044615IN
Counter No:1,(CP-Code:PER
To:DHANESHMUNAR,
NEERI HO, PIN:363641
From:KOTAK WHINDRA BANK LTD , MUIDA
Wt:40grams,
PS:32.00, ,01/06/2024 ,09:51
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010170 <201301>
RL A RU1022044855IN
Counter No:1,(CP-Code:PER
To:DHANESHMUNAR,
NEERI HO, PIN:363641
From:KOTAK WHINDRA BANK LTD , MUIDA
Wt:40grams,
PS:32.00, ,01/06/2024 ,09:51
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010170 <201301>
RL A RU102204389IN
Counter No:1,(CP-Code:PER
To:ROPATIBEN,
NEERI HO, PIN:363641
From:KOTAK WHINDRA BANK LTD , MUIDA
Wt:40grams,
PS:32.00, ,01/06/2024 ,09:51
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010170 <201301>
RL A RU102204603IN
Counter No:1,(CP-Code:PER
To:ROPATIBEN,
NEERI HO, PIN:363641
From:KOTAK WHINDRA BANK LTD , MUIDA
Wt:40grams,
PS:32.00, ,01/06/2024 ,09:51
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010170 <201301>
RL A RU102204503IN
Counter No:1,(CP-Code:PER
To:RADHESHAM,
NEERI HO, PIN:363641
From:KOTAK WHINDRA BANK LTD , MUIDA
Wt:40grams,
PS:32.00, ,01/06/2024 ,09:51
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010170 <201301>
RL A RU102204378IN
Counter No:1,(CP-Code:PER
To:RADHESHAM,
NEERI HO, PIN:363641
From:KOTAK WHINDRA BANK LTD , MUIDA
Wt:40grams,
PS:32.00, ,01/06/2024 ,09:51
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010170 <201301>
RL A RU102204622IN
Counter No:1,(CP-Code:PER
To:ARVINDSWAI,
NEERI HO, PIN:363641
From:KOTAK WHINDRA BANK LTD , MUIDA
Wt:40grams,
PS:32.00, ,01/06/2024 ,09:51
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010170 <201301>
RL A RU102204694D1
Counter No:1,(CP-Code:PER
To:SVI,
NEERI HO, PIN:363641
From:KOTAK WHINDRA BANK LTD , MUIDA
Wt:40grams,
PS:32.00, ,01/06/2024 ,09:51
<<Track on www.indiapost.gov.in>>