



Registered / Speed Post

Dated: 25.07.2024

1. **Mr. Hardik Girishbhai Shah** (Borrower)
S/o Mr. Girishbhai Jasawantlal Shah
2. **Mrs. Falguniben Dipakbhai Rajput** (Co-Borrower)
W/o Mr. Dipakbhai Rajput
Both At:
72nd Floor Tejendra Park, Barrage Road,
Vasna Near Ram Park Opposite Ekta Tower,
Ahmedabad, Gujarat- 380007

Both Also At:
Flat No. 305, 2nd Floor, Astha Co-operative,
Housing Society Limited, Astha Apartment,
Vasna, Ahmedabad, Gujarat- 380007

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 21.09.2022 issued by Fullerton India Home Finance Company Limited (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. 600107210201879 wherein FIHFCL had called upon you to pay the dues of Rs. 26,95,002/- (Rupees Twenty Six Lakh Ninety Five Thousand and Two Only) outstanding as on 20.09.2022 with further interest applicable from 21.09.2022 until payment in full (hereinafter referred as the "**Outstanding Amount**") and payable by you 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 the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by **FIHFCL** 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 The **KMBL** has taken physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Asset**") on 16.06.2024 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 30.03.2024 passed by Hon'ble Additional Chief Metropolitan Magistrate, Ahmedabad under section 14 of the said SARFEASI 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.25,00,000 /- (Rupees Twenty Five 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.33,86,656/- (Rupees Thirty Three Lakh Eighty Six Thousand Six Hundred and Fifty Six Only) outstanding as on 25.07.2024 with further interest applicable from 26.07.2024 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	03.09.2024
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	02.09.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd,- Zone 1, 4th Floor, Siddhivinayak Complex Shivrajni Cross Road, Satellite, Ahmedabad, Gujarat- 380015.
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

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Maharashtra, India.



ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Hardik Girishbhai Shah 2. Mrs. Falguniben Dipakbhai Rajput
Loan account no.	600107210201879
Amount outstanding	
Rs.33,86,656/- (Rupees Thirty Three Lakh Eighty Six Thousand Six Hundred and Fifty Six only) outstanding as on 25.07.2024 with further interest applicable from 26.07.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of mortgaged property bearing Flat No. 305, on Second Floor, admeasuring about 62.58 Sq. Mtrs. construction area, in the scheme of Astha Co-Operative Housing Society Limited Known as "Ashtha Apartment", situated at Mouje Vasna, Taluk Sabarmati, District Ahmedabad on land bearing final Plot No. 383 of T.P. Scheme No. 22 in Registration Sub- District and District of Ahmedabad-4 (Paldi). Bounded as Follows: East: Flat No. 304, West: Flat No. 306, North: Stairs and Flat No. 303, South: Society Road	
Name of the mortgagor: Mr. Hardik Grishbhai Shah	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 25,00,000/- (Rupees Twenty Five Lakh Only)
EMD:	Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)



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Maharashtra, India.

भारतीय डाक



RL 2013010120 (201301)
RL A RLK90R16623H
Counter No:1,(P-Code:0P4)
To:MHBDIX,

ANM-DABAD GPO, PIN:380001
From:KOTAK MAHINDRA BANK LTD , MUMBAI
Wt:40grams,
PS:32.00, 26/07/2014, 17:18
<Track on www.indiapost.gov.in>

भारतीय डाक



RL 2013010120 (201301)
RL A RLK90R16623H
Counter No:1,(P-Code:0P4)
To:MHBDIX,

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PS:32.00, 26/07/2014, 17:18
<Track on www.indiapost.gov.in>

भारतीय डाक



RL 2013010120 (201301)
RL A RLK90R15733H
Counter No:1,(P-Code:0P4)
To:FAJLUNIBEN,

ANM-DABAD GPO, PIN:380001
From:KOTAK MAHINDRA BANK LTD , MUMBAI
Wt:40grams,
PS:32.00, 26/07/2014, 17:18
<Track on www.indiapost.gov.in>

भारतीय डाक



RL 2013010120 (201301)
RL A RLK90R14541H
Counter No:1,(P-Code:0P4)
To:FAJLUNIBEN,

ANM-DABAD GPO, PIN:380001
From:KOTAK MAHINDRA BANK LTD , MUMBAI
Wt:40grams,
PS:32.00, 26/07/2014, 17:18
<Track on www.indiapost.gov.in>

