



o/c  
SKJ  
16/5/24  
Kotak Mahindra Bank

Registered/ Speed Post

Dated: 16.05.2024

1. **Mr. Subhash Purnendu Jana**  
S/O Mr. Purnendu Jana (Borrower)
2. **Mrs. Shakuntala Jana**  
D/O Mr. Hemanta Mula (Co-Borrower)  
**Both At:**  
402 Rang Vatika, Near Jinal Park  
Jalalpore, Navsari, Surat, Gujarat- 396421  
**Both Also At:**  
Plot No.231 "Aradhana Ambey Valley",  
Mota Bardoli, District Surat-394345

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 16.07.2021 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. **600208810644036** wherein FIHFCL had called upon you to pay the dues of **Rs. 9,76,266.73/- (Rupees Nine Lakh Seventy Six Thousand Two Hundred Sixty Six and Seventy Three Paise Only)** due and payable as on **09.07.2021** along with future interest applicable from **10.07.2021** 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. 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 possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 18.11.2021 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9. Thereafter FIHFCL has handed over the possession of the secured asset to bank on 09.05.2023.
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 facility. KMBL has become the absolute owner of the said account(s) and all rights, title

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.



and interest in respect of the outstanding amount pertaining to above said account(s) is now vested with The Bank.

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. On the basis of the report of the valuer, secured asset was put on auction by FIHFCL on 17.03.2023 with the Reserve Price of Rs.9,76,226.73/- (Rupees Nine Lakh Seventy Six Thousand Two Hundred Twenty Six and Seventy Three Paise Only). 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 of Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only) below which the said secured asset will not be sold and which sale will be **on "as is where is", "as is what is basis" and "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(1) after a period of 15 (Fifteen Days) 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 receives the entire outstanding amount i.e. **Rs. 13,66,585/- (Rupees Thirteen Lakh Sixty Six Thousand Five Hundred Eighty Five Only)** as of **16.05.2024** along with future interest applicable from **17.05.2024** in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen 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.
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:-
- 8.

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	07.06.2024
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	06.06.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., G-1, Twin Tower, Sahara Darwaja, Ring Road Surat-395002
5	MODE OF AUCTION	E-auction through website <a href="http://BANKAUCTIONS.IN/">HTTP://BANKAUCTIONS.IN/</a>

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







**ANNEXURE - "A"**

<b>Name of the Borrowers &amp; Loan Account No.</b>	
Name of the borrowers	1. Mr. Subhash Purnendu Jana 2. Mrs. Shakuntala Jana
Loan account no.	<b>600208810644036</b>
<b>Amount outstanding</b>	
<b>Rs. 13,66,585/- (Rupees Thirteen Lakh Sixty Six Thousand Five Hundred Eighty Five Only)</b> as 16.05.2024 along with future interest applicable from 17.05.2024 until payment in full and other charges	
<b>Description of the Mortgaged property</b>	
All that piece and parcel of property bearing Plot No.231 (as per K.J.P. Block No.109/231) as per passing plan admeasuring 42.21 Sq.Mts., & as per site admeasuring 44.02 Sq.Mts., along with 25.41 Sq.Mts. undivided share in the land of Road & C.O.P., in "Aradhana Ambey Valley", situate at Revenue Survey No.52/2, Block No.109 admeasuring He.Are. 2-93-40 Sq.Mts. i.e. 29340 Sq.Mts. of Moje Village Mota, Taluka Bardoli District Surat. Bounded As: East: Society Road West: Block North: Plot no.230 South: Plot No.230	
<b>Name of the mortgagor:</b> Mr. Subhash Prunendu Jana & Mrs. Shakuntala Purnedu Jana	
<b>Reserve Price (in INR) &amp; EMD (in INR)</b>	
Reserve price:	Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only)
EMD:	Rs.55,000 /- (Rupees Fifty Five Thousand Only)





Kotak Mahindra Bank

10. 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.
11. The Borrower's attention is also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).

**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

Registered Office:

27 BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai 400051,

Maharashtra, India.

T +91 120 6173761

[www.kotak.com](http://www.kotak.com)

RL 2013010170 <201301>  
RL A RL012429005IN  
Counter No:1, OP-Code:OPER  
To:SUBHASH,

भारतीय डाक



India Post

SURAT HQ, PIN:395003  
From:KOTAK MAHINDRA BANK LTD , MUIDA  
Wt:40grams,  
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<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>

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To:SHAMUNALA,

भारतीय डाक



India Post

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Wt:40grams,  
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भारतीय डाक



India Post

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To:SHAMUNALA,

भारतीय डाक



India Post

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From:KOTAK MAHINDRA BANK LTD , MUIDA  
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