

## Kotak Mahindra Bank

#### Registered Post

Dated: 02.01.2024

1. MR. MAHENDRAKUMAR MANGILAL JAIN S/O MR. MANGILAL FARASRAJ JAIN

C 1004 SAINT PARK SOCIETY, GUJARAT GAS CIRCLE ADAJAN, NEAR VIJAY DAIRY: SURAT 395009 EMAIL: MACKOO@GMAIL.COM

#### ALSO AT:-

PLOT NO. 122 MAKHDUM NAGAR ROW HOUSE (BABA RESIDENCY) A TYPE R.S.NO. NEAR KOTHAVA GAM KIM, KOTHAVA ROAD TA: MANGROL, SURAT GUJARAT-395010

2. MRS. KAVITA MAHENDRA JAIN
W/O MR. MAHENDRAKUMAR MANGILAL JAIN
C 1004 SAINT PARK SOCIETY, GUJARAT GAS CIRCLE
ADMAN, NEAR VIJAY DAIRY, SURAT-395009

#### ALSO AT:-

PLOT NO. 122 MAKHDUM NAGAR ROW HOUSE (BABA RESIDENCY) A TYPE R.S.NO. NEAR KOTHAVA GAM KIM, KOTHAVA ROAD TEHSIL MANGROL SURAT, GUJARAT-395010

3. M/S SHREEJI CREATION THROUGH ITS PROPRIETOR MR. MAHENDRAKUMAR MANGILAL JAIN AT: 1<sup>ST</sup> FLOOR SURVEY NO. 22 PLOT NO. 306 EAST SIDE KAMAL PARK HOUSE L.H. ROAD, MATAWADI, SURAT-395006

Dear Sir/Madam,

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

- 1. We refer to Demand Notice dated 23.05.2022 issued by Fullerton India Home Finance Company Ltd (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. 600207210369531 wherein FIHFCL had called upon you to pay the dues of Rs. 12,27,314.56/- (Rupees Twelve Lakh Twenty Seven Thousand Three Hundred Fourteen and Fifty Six Paisa Only) due and payable as on 23.05.2022 along with future interest applicable from 24.05.2022 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. 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 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, 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 FIHFCL and all right, title and interest of FIHFCL in respect of Outstanding Amount is now vested with The Bank.



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- 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 Authorised officer of FIHFCL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 21.01.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 and in pursuance of order dated 01.01.2023, passed by Ld. Additional Chief Judicial Magistrate, Mangrol, Surat, under Section 14 of the said SARFAESI Act..
- 4. 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 KMBL now proposes to sell the secured asset as mentioned in Annexure "A" annexed herewith 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 "AS IS WHERE IS BASIS & AS IS WHAT BASIS & WHATEVER THERE IS BASIS", unless we receive the entire outstanding amount i.e Rs.15,06,283 /-(Rupees Fifteen Lakh Six Thousand Two Hundred Eighty Three Only) as on 26.12.2023 Along With Future Interest Applicable From 27.12.2023 until payment in full and other charges as demanded in the instant 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 note that you are further liable to make good the loss incurred after sale of the secured asset, if any.
- 5. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A".

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	08.02.2024
2	TIME OF AUCTION	12:00 PM TO 1:00 PM WITH UNLIMITED
		EXTENSION OF 5 MINUTES
3	LAST DATE OF SUBMISSION OF	07.02.2024 UP TO 6:00 P.M. (IST.)
	EMD WITH KYC IS	
4	PLACE OF SUBMISSION OF	KOTAK MAHINDRA BANK LTD.,
	DOCUMENTS	G1, Twin Tower, Sahara Darwaja, Ring Road,
		Surat – 395 002
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE
		HTTP://BANKAUCTIONS.IN/

- 6. Please treat this notice as Notice under Rule 8(5) 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 secured asset.
- 7. Post the expiration of the said 30 (Thirty) days, KMBL shall be entitled to sell the 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.
- 8. The borrower's attention is invited to the provisions of sub section 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

## ANNEXURE - "A"

NAME OF THE	AMOUNT OUTSTANDING	DESCRIPTION OF	RESERVE PRICE
BORROWERS &		THE MORTGAGED	FIXED (RS.) &
ACCOUNT NO.	OUISTANDING	PROPERTIES	EMD (RS.)
	Rs.15,06,283 /-	ALL THAT PIECE AND	RESERVE PRICE
1. MR.	(Rupees Fifteen Lakh	PARCELS OF LAND	RS. 6,50,000/-
MAHENDRAKUMAR	Six Thousand Two	BEARING PLOT NO.	(RUPEES SIX
MANGILAL JAIN	Hundred Eighty Three	122 ADMEASURING	LAKH FIFTY
	Only) AS OF	ABOUT 52.05 SQ.MT.	THOUSAND
0 15D0 1111	26.12.2023 ALONG	OF BABA RESIDENCY	ONLY)
2. MRS. KAVITA MAHENDRA JAIN	WITH FUTURE	ORIGINALLY KNOWN	ONLI
MAHENDRA JAIN	INTEREST APPLICABLE	AS MAKHDUM NAGAR	EMD. DO
3.M/S SHREEJI	FROM 27.12.2023 UNTIL PAYMENT IN	ORGANIZED ON LAND BEARING REVENUE	EMD: RS.
CREATION	FULL.	SURVEY NO. 94/2-36,	65,000/-
	FOLD.	177/8-25 AND ITS	(RUPEES SIXTY
LOAN NO.		BLOCK NO. 98 NEW	FIVE THOUSAND
600207210369531		BLOCK NO. 110 OF	ONLY)
		KOTHWA SUB	
		DISTRICT MANGROL	*
		DISTRICT SURAT.	
		DEMARCATION OF	9
		THE PLOT:	
		EAST:- PLOT NO. A-	
		121 WEST:- PLOT NO. A-	
		123	
		NORTH:- SOCIETY	
		ROAD	
		SOUTH:- PLOT NO. A-	
		125	
		NAME OF THE	
		MORTGAGOR: MR.	'
		MAHENDRAKUMAR	
		MANGILAL JAIN & MRS. KAVITA	
	-	MAHENDRA JAIN	
		III MIDITULO OF MIT	VIND
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RL 1100910199 <110091> RLA RD229504393IN Counter No:1,0P-Code:0P1 To: MAHENDRA KUMAR SURAT

Inua Post

शारतीय डाक

Pin: 4E+05

From KOTAK MAHINDRA BANK LTD, 201313 Wt: 40grams, Amt: 32.00, 03/01/2024, 10:12 cetteds on www.indiapost.gov.ino.

RL 1100910199 <110091> RLA ROZZ9504380IN Counter No:1,0P-Code:0P1 To: MAHENDRA KUMAR

India Post

शारतीय डाक

SURAT

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RL 1100910199 <110091> RLA R0229504376IN Counter No:1,0P-Code:0P1 To: KAVITA

शारतीय डाक् India Post

SURAT Pin: 4E+05

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Amt: 32.00,

03/01/2024, 10:13 ceTrack on www.indiapost.gov.inso

. RL 1100910199 <110091> RLA R0229504362IN Counter No:1,0P-Code:0P1

India Lost

To: KAVITA MAHENDRA SURAT

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03/01/2024, 10:13. coTrack on www.indiapost.gov.in>>

RL 1100910199 <110091> RLA RD229504359IN Counter No:1,0P-Code:0P1 To: SHREEH CREATION

शास्तीय डाक India 1 bst

SURAT Pira 4E+05 From KOTAK MAHINDRA BANK LTD, 201313

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