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S/O  
13/2/24

Kotak Mahindra Bank

**Registered Post**

**Dated: 12.02.2024**

1. **CHIRAG KIRITBHAI GORASHIYA (BORROWER)**  
**S/O KIRTIBHAI GRASHIYA**  
**AT:**  
B/404, VASHU PUJYA RESIDENCY, OPP. RAJ CORNER,  
ADAJAN, PAL, SURAT, GUJARAT- 395009  
  
**ALSO AT:**  
SHEE FABRICATION,  
A-1-16, SMC COMPLEX, NEAR BHATIA MOBILE,  
BEHIND BAMBHA GATE, MAN DARWAJA, SURAT, GUJARAT – 395002  
  
**ALSO AT:**  
PLOT NO.10, NAROTTAM NAGAR, NR. BSNL EXCHANGE,  
OFF.CHOKSI WADI TO TADWADI MAIN ROAD, ADJAN, SURAT, GUJARAT-395009
2. **KHUSHBU CHIRAHKUMAR GORASHIYA (CO-BORROWER)**  
**AT:**  
B/404, VASHU PUJYA RESIDENCY, OPP. RAJ CORNER,  
ADAJAN, PAL, SURAT, GUJRAT- 395009  
  
**ALSO AT:**  
SHEE FABRICATION,  
A-1-16, SMC COMPLEX, NEAR BHATIA MOBILE,  
BEHIND BAMBHA GATE, MAN DARWAJA, RING ROAD, SURAT, GUJARAT – 395002  
  
**ALSO AT:**  
PLOT NO.10, NAROTTAM NAGAR, NR. BSNL EXCHANGE,  
OFF.CHOKSI WADI TO TADWADI MAIN ROAD, ADJAN, SURAT, GUJARAT-395009
3. **JANAKI BIRENBHAI PAUN (GAURANTOR)**  
**AT:**  
B-403, SANAI RESIDENCY, ADJAN,  
SURAT; GUJARAT; 395009  
  
**ALSO AT:**  
C-4, SUDARSHAN CITY HOMES, OPP. D-R-WORLD AIE MATA-ROAD,  
SURAT CITY, VARACHHA ROAD, SURAT, GUJARAT-395006
4. **PRAFULABEN BIRENBHAI PAUN (GAURANTOR)**  
**AT:**  
B-403, SANAI RESIDENCY, ADJAN,  
SURAT; GUJARAT; 395009  
  
**ALSO AT:**  
C-4, SUDARSHAN CITY HOMES, OPP. D-R-WORLD AIE MATA-ROAD,  
SURAT CITY, VARACHHA ROAD, SURAT, GUJARAT-395006

Dear Sir/Madam,

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

1. We refer to Demand Notice dated 17.01.2020 issued by **PNB HOUSING FINANCE LTD** (hereinafter referred to as "**PNBHFL**") 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. **HOU/SRT/0818/565731** wherein **PNBHFL** had called upon you to pay the dues of **Rs. 2,79,14,307.32/- (Rupees Two Crore Seventy Nine Lakh Fourteen Thousand Three Hundred Seven Rupees and Thirty Two Paise Only)** outstanding as on 17.01.2020 with further

**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

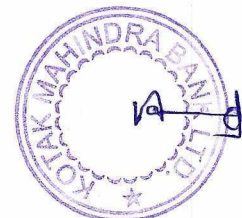
Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.



interest applicable from **18.01.2020** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by **PNBHFL** within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.

2. **PNBHFL** has vide an assignment agreement dated **01/06/2023** 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 **PNBHFL** 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 **PNBHFL** and all right, title and interest of **PNBHFL** in respect of Outstanding Amount is now vested with The 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 **PNBHFL** has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 09.06.2020 in exercise of the powers conferred on him under Section 13 (4) of the SARFAESI Act.
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 and on the basis of report of valuer, Secured asset was earlier put on auction on 20.01.2023 having fixed Reserve Price of Rs. 1,74,15,000/- (Rupees One Crore Seventy Four Lakh Fifteen Thousand Only). However, said auction will put for want of bidders.
5. Subsequent to the Assignment of loan account in its favour of KMBL, for recovering its legal dues, The Bank is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Asset will not be sold and which sale will be on "as is where is and whatever 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"** annexed herewith by public auction and/or any other methods as prescribed under the provisions of Rule 8 (5) of Security Interest (Enforcement) Rules read with proviso to Rule 9(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 basis**" & "**As is what is basis**" & "**Whatever there is**" basis', unless we receive the entire outstanding amount i.e. **Rs. 2,79,14,307.32/- (Rupees Two Crore Seventy Nine Lakh Fourteen Thousand Three Hundred Seven and Paise Thirty Two Only)** outstanding as on **17.01.2020** with further interest applicable from **18.01.2020** until payment in full and other charges as demanded in our notice, within the statutory period of 15 (Fifteen) 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 not 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". The auction shall be scheduled as under:

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	<b>06.03.2024</b>
2	TIME OF AUCTION	12:00 PM TO 1:00 PM WITH UNLIMITED EXTENSION OF 5 MINUTES





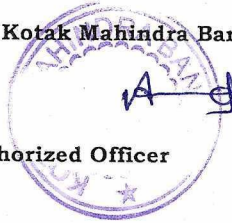
# Kotak Mahindra Bank

3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	<b>05.03.2024</b> 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, GUJARAT - 395 002
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE <a href="http://bankauctions.in/">http://bankauctions.in/</a>

8. Please treat this notice as Notice under Rule 8 Clause (5) and proviso to Rule 9(1) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers 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.

**For Kotak Mahindra Bank Limited**

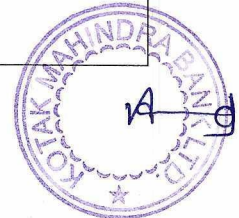
**Authorized Officer**





**ANNEXURE - "A"**

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1. CHIRAG KIRITBHAI GORASHIYA 2. KHUSHBU CHIRAHKUMAR GORASHIYA 3. JANAKI BIRENBHAI PAUN 4. PRAFULABEN BIRENBHAI PAUN  <b>LOAN ACCOUNT NO.</b>  <b>HOU/SRT/0818/565731</b>	<b>Rs. 2,79,14,307.32/- (Rupees Two Crore Seventy Nine Lakh Fourteen Thousand Three Hundred Seven and Paise Thirty Two Only)</b> Outstanding as on <b>17.01.2020</b> With further interest applicable from <b>18.01.2020</b> until payment in full and other charges.	ALL THAT PIECE AND PARCEL OF HOUSE ADMEASURING 2788 SQ. FT. (CARPET AREA) BUILT ON 2564 SQ. FT (LAND AREA) AS PER DOCUMENTSS AND ON SITE LAND BEARING PLOT NO.10 ADMEASURING ABOUT 2432 SQ.FT. OF NAROTTAM NAGAR ORIGINALLY KNOWN AS ADJAN ORGANIZED ON LAND BEARING REVENUE SURVEY NO. 376 AND IT'S TP SCHEME NO.12, FINAL PLOT NO.155 OF VILLAGE ADJAN TAL. SURAT CITY DISTRICT SURAT.  NAME OF THE MORTGAGOR: CHIRAG KIRITBHAI GORASHIYA	Rs.1,58,00,000 (Rupees One Crore Fifty Eight Lakhs Only)  <b>EMD:</b> Rs. 15,80,000/- (Rupees Fifteen Lakh And Eighty Thousand Only)





RL 2013010120 <201301>  
RL A RU024378429IN  
Counter No:1, (P-Code: (PER  
To: CHIRAG,  
SURAT HQ, PIN: 395003  
From: KOTAK MAHINDRA BANK LTD , NDLDA  
Wt: 40grams,  
PS: 32.00 , 14/02/2024 , 09:18  
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>  
RL A RU024378327IN  
Counter No:1, (P-Code: (PER  
To: KUSHALI,  
SURAT HQ, PIN: 395003  
From: KOTAK MAHINDRA BANK LTD , NDLDA  
Wt: 40grams,  
PS: 32.00 , 14/02/2024 , 09:19  
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

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From: KOTAK MAHINDRA BANK LTD , NDLDA  
Wt: 40grams,  
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<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

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From: KOTAK MAHINDRA BANK LTD , NDLDA  
Wt: 40grams,  
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<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

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From: KOTAK MAHINDRA BANK LTD , NDLDA  
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<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

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From: KOTAK MAHINDRA BANK LTD , NDLDA  
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भारतीय डाक

India Post

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<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

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From: KOTAK MAHINDRA BANK LTD , NDLDA  
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भारतीय डाक

India Post

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SURAT HQ, PIN: 395003  
From: KOTAK MAHINDRA BANK LTD , NDLDA  
Wt: 40grams,  
PS: 32.00 , 14/02/2024 , 09:18  
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

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From: KOTAK MAHINDRA BANK LTD , NDLDA  
Wt: 40grams,  
PS: 32.00 , 14/02/2024 , 09:17  
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post