



o/c
18/01/24
Kotak Mahindra Bank

Registered Post

Dated: 18.01.2024

1. MR. DAMJIBHAI BAVABHAI SONAGARA
S/O MR. BAVABHAI SONAGARA
PROPRIETOR OF
M/S. SHREE DENTAL LAB
ANAND NAGAR BLOCK NO 5,
ROOM NO L 49, RAJKOT- 360003

ALSO AT:

FLAT NO L -53, FIRST FLOOR BUILDING
NO 5 ANAND NAGAR MAIN ROAD
KOTHARIYA ROAD RAJKOT - 360003

2. MRS. REKHABEN DAMJIBHAI SONAGARA
W/O MR. DAMJIBHAI SONAGARA
AT:
ANAND NAGAR BLOCK NO 5,
ROOM NO L 49, RAJKOT-360003

ALSO AT:

FLAT NO L -53, FIRST FLOOR BUILDING
NO 5 ANAND NAGAR MAIN ROAD
KOTHARIYA ROAD RAJKOT - 360003

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer our Demand Notice dated **10.12.2013** issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**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. 9839163 wherein KMBL had called upon you to pay the dues of **Rs. 4,08,341/- (Rupees Four Lakh Eight Thousand Three Hundred Forty One Only)** due and payable as on **06.12.2013** along with future interest applicable from **07.12.2013** until payment in full (hereinafter referred as the "**Outstanding Amount**") and payable by you all under the facilities granted by CCFIL within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. CCFIL has vide an assignment agreement dated 31.10.2012 ("**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 CCFIL 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 CCFIL and all right, title and interest of CCFIL 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 Authorised officer of Kotak Mahindra Bank Limited has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter





Kotak Mahindra Bank

as "Secured Asset") on 17.10.2023 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 01.11.2017, passed by Hon'ble district Magistrate, Rajkot, under Section 14 of the said SARFAESI Act.

4. After taking possession of the secured assets, 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, auction of the Secured Assets as mentioned in Annexure "A" has now fixed at the Reserve Price of 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 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. 8,20,543 /-(Rupees Eight Lakh Twenty Thousand Five Hundred Forty Three Only)** as 16.01.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 17.01.2024 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.
6. 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	27.02.2024
2	TIME OF AUCTION	12:00 PM TO 1:00 PM WITH UNLIMITED EXTENSION OF 5 MINUTES
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	26.02.2024 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 HTTP://BANKAUCTIONS.IN/

7. 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.
8. 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.
9. 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



ANNEXURE – “A”

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1. MR. DAMJIBHAI BAVABHAI SONAGARA 2. MRS. REKHABEN DAMJIBHAI SONAGARA LOAN NO. 9839163	Rs. 8,20,543/- (Rupees Eight Lakh Twenty Thousand Five Hundred Forty Three Only) AS OF 16.01.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 17.01.2024 UNTIL PAYMENT IN FULL.	ALL THAT PIECE AND PARCEL OF THE IMMOVBABLE PROPERTY BEARING FLAT NO. L-53, OF "ANANDNAGAR HOUSING BOARD" SITUATED AT CITY SURVEY WARD NO. 10 OF RAJKOT. NAME OF THE MORTGAGOR: MR. DAMJIBHAI BAVABHAI SONAGARA	RESERVE PRICE RS.12,00,000/- (RUPEES TWELVE LAKH ONLY) EMD: RS. 1,20,000/- (RUPEES ONE LAKH TWENTY THOUSAND ONLY)



RD213031815IN IVR:02
RL KRISHNA NAGAR HO
Counter No:2,19/01/2024,12:04
To:DAMI BHAI ,FLATNO L 53
PIN:360003, Rajkot Bedipara 50

From:KOTAK MAHIN,SECTOR 125
Wt:25gms,REG=17.0
Amt:31.06(Cash)Tax:4.06
<Track on www.indiapost.gov.in>
<Dial 1000266666> (Wear Masks, Stay Safe)

RD213031645IN IVR:02
RL KRISHNA NAGAR HO <110051>
Counter No:2,19/01/2024,12:04
To:DAMI BHAI ,ROOM NO L 49
PIN:360003, Rajkot Bedipara 50
From:KOTAK MAHIN,SECTOR 125
Wt:25gms,REG=17.0
Amt:31.06(Cash)Tax:4.06
<Track on www.indiapost.gov.in>

RD213031700IN IVR:02
RL KRISHNA NAGAR HO <110051>
Counter No:2,19/01/2024,12:04
To:REKHABEN DAMJ,FLAT NO L 53
PIN:360003, Rajkot Bedipara 50
From:KOTAK MAHIN,SECTOR 125
Wt:25gms,REG=17.0
Amt:31.06(Cash)Tax:4.06
<Track on www.indiapost.gov.in>
<Dial 1000266666> (Wear Masks, Stay Safe)

RD213031914IN IVR:02
RL KRISHNA NAGAR HO <110051>
Counter No:2,19/01/2024,12:04
To:REKHABEN DAMJ,ROOM NO L 49
PIN:360003, Rajkot Bedipara 50
From:KOTAK MAHIN,SECTOR 125
Wt:25gms,REG=17.0
Amt:31.06(Cash)Tax:4.06
<Track on www.indiapost.gov.in>
<Dial 1000266666> (Wear Masks, Stay Safe)