

**Registered/ Speed Post**

**Dated: 01.10.2024**

**1. Mr. Ramchandra Moolchand  
S/o Mr. Moolchand**

**(Borrower)**

**At:**

Fatehpuriya- II<sup>nd</sup> Rural,  
Near Rathi Garden, Beawar,  
Ajmer, Rajasthan-305901

**Also At:**

Municipal No. 8/88, situated  
At Aabadi Mohalla, Redaspura,  
District Ajmer, Rajasthan- 305901

**2. Mrs. Rekha Devi  
W/o Mr. Ramchandra Moolchand**

**(Co-Borrower)**

House No.30, Ward No.30,  
Fatehpuriya Doyam,  
Near Rathi Garden,  
Beawar Ajmer,  
Rajasthan-305901

Dear Sir/Madam,

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

1. We refer to Demand Notice dated **03.04.2021** 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. **602807210453330 & 602807510491468** wherein **FIHFCL** had called upon you to pay the dues of **Rs.15,33,203.56/- (Rupees Fifteen Lakh Thirty Three Thousand Two Hundred Three and Fifty Six Paise Only)** outstanding as on **25.03.2021** with further interest applicable from **26.03.2021** 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 FIHFCL has taken physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 27.12.2022 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 31.08.2023 passed by Hon'ble District Magistrate, Ajmer under section 14 of the said SARFAESI Act. Thereafter FIHFCL has handed over the physical possession to KMBL.
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.5,50,000/- (Rupees Five Lakh Fifty Thousand 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.24,11,918/- (Rupees Twenty Four Lakh Eleven Thousand Nine Hundred and Eighteen Only)** outstanding as on **30.09.2024** with further interest applicable from **1.10.2024** 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	12.11.2024
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	11.11.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd,- 7 <sup>th</sup> Floor, Plot No.-7, Sector -125,Noida Uttar Pradesh-201313
5	MODE OF AUCTION	E-auction through website <a href="https://bankauctions.in/">HTTPS://BANKAUCTIONS.IN/</a>



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.
10. Should you have any representation to be made in response to this notice, please mark the same to Mr. Akshit Solanki (Mob No.+917302111608)/Mr. Rajender Dahiya (Mob No +918448264515) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID- [rard.customercare@kotak.com](mailto:rard.customercare@kotak.com) only, in order to enable us to respond in time. Please note that we shall not be responsible for not responding to any of your representations made in response to this notice if the same is addressed to any other person or place.

**For Kotak Mahindra Bank Limited**



**Authorized Officer**

**ANNEXURE – “A”**

<b>Name of the Borrowers &amp; Loan Account No.</b>	
Name of the borrowers	1. Mr. Ramchandra Moolchand 2. Mrs. Rekha Devi
Loan account no.	602807210453330 & 602807510491468
<b>Amount outstanding</b>	
Rs.24,11,918/- (Rupees Twenty Four Lakh Eleven Thousand Nine Hundred and Eighteen Only) outstanding as of 30.09.2024 with further interest applicable from 1.10.2024 along with all cost, charges & expenses until payment in full.	
<b>Description of the Mortgaged property</b>	
All that piece and Parcel of two storied residential building in the middle portion of House No.10, renumbered as Municipal No. 8/88, admeasuring 18 feet from east to west, 30 feet from north to south i.e. 540.00 sq. ft consisting of three rooms, passage, chowk, toilet, bathroom, drain on the ground floor; one room, one kitchen, veranda and open terrace on the first floor along with roof rights and rights of construction thereupon with fittings, water motor, one electricity connection with security deposit situated in Mohalla Redaspura, Distt Beawar, Ajmer, within the limits of Municipal Council Beawar, Rajasthan.  Property bounded as: East: Jassi's House West: Lalchand's House North: 90 ft wide Road South: Nathulal ji's house	
<b>Name of the mortgagor:</b> Mr. Ramchandra	
<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)

