

Registered/Speed Post

Dated: 07.04.2025

1. Mr. Jigar Mahesh Bhai Shah (Borrower)
S/o Mr. Mahesh Bhai Shah

2. Mrs. Neha Jigar Shah (Co-Borrower)
W/o Mr. Jigar Shah

At:
E-Wing 401, Panchratna CHSL, Mulji
Nagar, Near Sai Baba Nagar, Borivali (W),
Mumbai, Maharashtra- 400092

Both At:
Flat No. C-202, 2nd Floor, Panchratna CHSL,
Sai Baba Nagar, Mulji Nagar, Building No.5,
Borivali (West), Mumbai, Maharashtra- 400092

Both Also At:
A-202, Thakkar Plaza, Veer Memukalani Road,
Near Bhagvati Hotel, Kandivali (W), Mumbai,
Maharashtra- 400067

Both Also At:
E/401 Panchratna CHSL, Mulji Nagar
Baba Nagar, Borivali (West), Mumbai,
Maharashtra- 400092

Both Also At:
Flat No.001, Ground Floor, Building No.2,
Type C, Atharva Apkesha CHSL, Survey No.182,
Hissa No. A-1, Village, Kurgaon Taluka & District,
Palghar, Maharashtra- 401501

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **29.08.2023** issued by SMFG India Home Finance Company Limited (hereinafter referred to as "**SMHFC**") (formerly known as Fullerton India Home Finance Company Limited) 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.**615139211354685** wherein SMHFC had called upon you to pay the dues of **Rs.25,02,280.39/- (Rupees Twenty Five Lakh Two Thousand Two Hundred Eighty and Thirty Nine Paise Only)** due and payable as on **28.08.2023** along with future interest applicable from **29.08.2023** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by SMHFC within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.



2. SMHFC has vide an assignment agreement dated **30.12.2024** (“**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 SMHFC 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 and interest in respect of the outstanding amount pertaining to above said account(s) 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 SMHFC has taken possession of the property described herein below in Annexure “A” (and referred hereinafter as “Secured Asset”) on 23.09.2024 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 13.02.2024 passed by Hon’ble District Magistrate Palghar under section-14 of the said SARFAESI ACT, 2002.
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 SMHFC on 02.01.2025 with the Reserve Price of Rs.22,10,000/- (Rupees Twenty Two Lakh Ten Thousand 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.11,20,000/- (Rupees Eleven Lakh Twenty 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.30,28,344/- (Rupees Thirty Lakh Twenty Eight Thousand Three Hundred and Forty Four Only)** as of **04.04.2025** along with future interest applicable from **05.04.2025** 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:-

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	15.05.2025
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	14.05.2025 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd,- 5th Floor, Adamas Plaza,166/16, CST Road, Kalina, Santacruz (E) Mumbai - 400098
5	MODE OF AUCTION	E-auction through website HTTP://BANKAUCTIONS.IN/

8. 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.
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 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).
11. Should you have any representation to be made in response to this notice, please mark the same to Mr. Agnel Pillai (Mob No. +918976929685) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh - 201313, E-mail ID- rard.customer@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"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Jigar Mahesh Bhai Shah 2. Mr. Neha Jigar Shah
Loan account no.	615139211354685
Amount outstanding	
Rs.30,28,344/- (Rupees Thirty Lakh Twenty Eight Thousand Three Hundred and Forty Four Only) as of 04.04.2025 along with future interest applicable from 05.04.2025 until payment in full and other charges	
Description of the Mortgaged property	
All that piece and parcel of property bearing Flat No.001, Building No.2, on the Ground Floor, admeasuring area about 46.17 Sq.Mtrs carpet area/Built up Area, in the Building known as Atharva Apeksha Co-Operative Housing Society Limited constructed on Plot of land bearing Survey No.182, Hissa No. A/1, at Revenue village Kurgaon, at Boisar Tarapur Road, Kurgaon Boisar (W), Taluka & District Palghar- 401501 within the limits of Gram Panchayat Kurgaon, in the Registration District Sub-District Paghar/Boisar.	
Name of the mortgagor(s): Mr. Jigar Maheshbhai Shah and Mrs. Neha Jigar Shah	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.11,20,000/- (Rupees Eleven Lakh Twenty Thousand Only)
EMD:	Rs.1,12,000/- (Rupees One Lakh Twelve Thousand only)
List of Encumbrance (if any): Nil	

