Speed Post

Dated: 25.09.2026

1. **M/S Shiv Filling Station** **(Borrower)**
   Through its proprietor Mr. Shiv Bhagwan
   At:
   Bharat Petroleum Dealers, Ataria,
   Sitapur, Lucknow, Uttar Pradesh-226022

2. **Mr. Shiv Bhagwan** **(Co-Borrower)**
   S/o Mr. Ori Lal

3. **Mrs. Rameshvri Shiv** **(Co-Borrower)**
   W/o Mr. Shiv Bhagwan

4. **Mr. Chandra Prakash** **(Co-Borrower)**
   S/o Mr. Shiv Bhagwan
   All At:
   H.No.3/10-B, Sector-B,
   Priyadarshini Colony, Sitapur Road,
   Yojna, Lucknow, Uttar Pradesh-226020

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 20.09.2021 issued by Fullerton India Credit Company Limited (hereinafter referred to as "**FICCL**") 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. 191101310199989 wherein FICCL had called upon you to pay the dues of Rs.1,33,06,473/- (Rupees One Crore Thirty Three Lakh Six Thousand Four Hundred Seventy Three Only) outstanding as on 18.09.2021 with further interest applicable from 19.09.2021 until payment in full **(hereinafter referred as the "Outstanding Amount")** and payable by you under the facilities granted by FICCL within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.

2. FICCL has vide an assignment agreement dated **27.03.2025** ("**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 FICCL 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.

KOTAK MAHINDRA BANK LTD.

Serial Number: 503105072026F002866

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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 Authorized officer of the Bank has taken physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset")** on 19.03.2026 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 19.07.2024 passed by Hon'ble Additional District Magistrate, Lucknow under section-14 of the said 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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.2,23,00,000/- (Rupees Two Crore Twenty Three 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 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.2,36,39,786/- (Rupees Two Crore Thirty Six Lakh Thirty Nine Thousand Seven Hundred Eighty Six Only) outstanding as on 24.09.2026 with further interest applicable from 25.09.2026 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	05.11.2026
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	04.11.2026 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, Speed Building 3, La Place, Hazratganj, Lucknow, Uttar Pradesh - 226001
5	MODE OF AUCTION	E-auction through website **HTTPS://BANKAUCTIONS.IN/**

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.

Serial Number: 503105072026F002867

KOTAK MAHINDRA BANK LTD.

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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 Ritesh Chauhan (Mob No. +917355036788)/ Mr. Somesh Sundriyal (Mob No. +919910563402) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID– 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

KOTAK MAHINDRA BANK LTD.

Authorized Officer

Serial Number: 503105072026F002868

ANNEXURE – "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. M/S Shiv Filling Station 2. Mr. Shiv Bhagwan 3. Mrs. Rameshri Shiv 4. Mr. Chandra Prakash
Loan account no.	191101310199989

Amount outstanding
Rs.2,36,39,786/- (Rupees Two Crore Thirty Six Lakh Thirty Nine Thousand Seven Hundred Eighty Six Only) outstanding as on 24.09.2026 with further interest applicable from 25.09.2026 along with all cost, charges & expenses until payment in full.

Description of the Mortgaged property
All that piece and parcel of the property bearing H.No.3/10-B, Sitapur Road, Priyadarshini Colony, Lucknow, U.P-226022, area admeasuring 200sq.mtr. Property bounded as: East: 12 mts wide road, West: Plot No.3/11 and 3/12, North: Plot No.3/19, South: 9 Mts wide road **Name of the mortgagor:** Mr. Shiv Bhagwan

Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.2,23,00,000/- (Rupees Two Crore Twenty Three Lakh Only)
EMD:	Rs.22,30,000/- (Rupees Twenty Two Lakh Thirty Thousand Only)

List of Encumbrance (if any): Nil

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