



o/c
SLW
26-7-24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 26.07.2024

1. **Mr. Sushant Shantaram Birwadkar**
S/o Mr. Shantaram Birwadkar
At:
Room No. 687, Shapurji Pallamji,
Compound, Dr. Vijaykumar Walimbe Marg,
Parel Village, Mumbai, Maharashtra-400012
(Borrower)
 2. **Mrs. Priyanka Sushant Birwadkar**
W/o Mr. Sushant Shantaram Birwadkar
(Co-Borrower)
 3. **M/S Shashank Shusant Suvamkar**
Through its proprietor Mr. Sushant Shantaram Birwadkar
All At:
R3, F-3, P-32/28B, Sai Sadan,
Verterinary Collage, Dr. Vijay Kumar Walimbe Marg,
Near Kem Gate No.7, Parel, Mumbai, Maharashtra -400012
(Co-Borrower)
- All Also At:**
Flat No.3, 3rd Floor, W.P 32/28,
Sai Sadan Apartment, Dr. V.K.
Wallimbe Road, Parel Village,
Parel (East), Mumbai- 400012

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 17.02.2020 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. 601807210110399 & 60180751011875 wherein FIHFCL had called upon you to pay the dues of Rs. 1,18,58,697 /- (Rupees One Crore Eighteen Lakh Fifty Eight Thousand Six Hundred and Ninety Seven Only) outstanding as on 17.02.2020 with further interest applicable from 18.02.2020 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

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.



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 possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 29.07.2020 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9.
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. 78,00,000/- (Rupees Seventy Eight 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.2,14,83,710/- (Rupees Two Crore Fourteen Lakh Eighty Three Thousand Seven Hundred and Ten Only) outstanding as on 26.07.2024 with further interest applicable from 27.07.2024 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 | 03.09.2024 |
| 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 | 02.09.2024 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 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.





Kotak Mahindra Bank

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.

For Kotak Mahindra Bank Limited


Authorized Officer

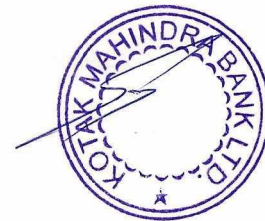
Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
7th Floor, Plot No.7
Sector-125, Noida
Uttar Pradesh - 201 313

T +91 120 6173761
www.kotak.com

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

ANNEXURE - "A"

| Name of the Borrowers & Loan Account No. | |
|--|--|
| Name of the borrowers | 1. Mr. Sushant Shantaram Birwadkar 2. Mrs. Priyanka Sushant Birwadkar 3. M/S Shashank Shusant Suvamkar |
| Loan account no. | 601807510110875 & 601807210110399 |
| Amount outstanding | |
| Rs. 2,14,83,710/- (Rupees Two Crore Fourteen Lakh Eighty Three Thousand Seven Hundred and Ten only) outstanding as on 26.07.2024 with further interest applicable from 27.07.2024 along with all cost, charges & expenses until payment in full. | |
| Description of the Mortgaged property | |
| All that piece and parcel of 1/5 th Share in land together with the residential premises bearing Flat No.4 on Third Floor admeasuring around 65.2 sq.ft. builtup in the building of Sai Sadan Apartment situate, lying and being at Village Parel admeasuring according to City Survey record 185.62 sq.mtrs and according to title deeds 219.90 sq.mtrs bearing C.S.No.288 of Parel Sewree Division Registered by Collector of Land Revenue Under Rent Roll No.6112 the Old Rent Roll No.14178, Laughten Survey No.33 and Assessor and Collector of Municipal Taxes under F.S Ward No.2674 Street No. 1368 of Parel Village in the Registration Sub- District and District of Mumbai City. | |
| Name of the mortgagor: Mr. Sushant Shantaram Birwadkar | |
| Reserve Price (in INR) & EMD (in INR) | |
| Reserve price: | Rs. 78,00,000/- (Rupees Seventy Eight Lakh Only) |
| EMD: | Rs. 7,80,000/- (Rupees Seven Lakh Eighty Thousand Only) |



भारतीय डाक
India Post

RL 2013010120 (201301)
RL A RLK240821953M
Counter No:1, (P-Code:094R
To:SEHWAT,
HEMWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MUMBAI
Wt:40grams,
PS:32.00, 27/07/2014, 09:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक
India Post

RL 2013010120 (201301)
RL A RLK49049070M
Counter No:1, (P-Code:094R
To:SEHWAT,
HEMWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MUMBAI
Wt:40grams,
PS:32.00, 27/07/2014, 09:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक
India Post

RL 2013010120 (201301)
RL A RLK49073330M
Counter No:1, (P-Code:094R
To:SEHWAT,
HEMWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MUMBAI
Wt:40grams,
PS:32.00, 27/07/2014, 09:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक
India Post

RL 2013010120 (201301)
RL A RLK240821953M
Counter No:1, (P-Code:094R
To:PRIYANKA,
HEMWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MUMBAI
Wt:40grams,
PS:32.00, 27/07/2014, 09:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक
India Post

RL 2013010120 (201301)
RL A RLK49029440M
Counter No:1, (P-Code:094R
To:PRIYANKA,
HEMWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MUMBAI
Wt:40grams,
PS:32.00, 27/07/2014, 09:20
<<Track on www.indiapost.gov.in>>

भारतीय डाक
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RL 2013010120 (201301)
RL A RLK49007010M
Counter No:1, (P-Code:094R
To:SEHWAT,
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