



01c
Shid
21-8-24

Kotak Mahindra Bank

Registered/Speed Post

Dated: 21.08.2024

1. Mr. Annaso Vitthal Desai
S/o Mr. Vitthal Appa Desai

(Borrower)

2. Mrs. Vandana Annaso Desai
W/o Mr. Annaso Vitthal Desai
Both At:
Tamgaon, Anand Nagar,
Opposite Datta Mandir,
Taluka Karveer, Kolhapur- 416216

(Co-Borrower)

Both Also At:
Gat No. 526/A-B, Plot No. 3,
Hotel Ujwaldeep, Nerli Tamgaon
Road, Near Jadhav Foundary,
Ap-Tamgaon, Taluka Karveer,
District, Kolhapur-416216

Both Also At:
Kadam Lane, Kaneriwadi,
Taluka Karveer, District,
Kolhapur-416234

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **28.02.2020** issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**KMBL/The Bank**") 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. **PR00437598 & PR00431966** wherein we had called upon you to pay the dues of **Rs. 28,18,506.56/- (Rupees Twenty Eight Lakh Eighteen Thousand Five Hundred Six and Fifty Six Paise Only)** due and payable as on **28.02.2020** along with future interest applicable from **29.02.2020** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by Karvy Financial Services Limited (hereinafter referred to as "KFSL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. As informed earlier, KFSL had transferred its entire business in favour of Mape Finserve Private Limited (MFPL) subsequently known as Small Business Fincredit India Private Limited (SBFC) vide business transfer Agreement dated 01.08.2017 and the said SBFC has vide an assignment agreement dated **14.03.2019** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of the Bank along with all its rights, title, interests, benefits in the facilities granted by KFSL 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,

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.





Kotak Mahindra Bank

title and interest in respect of the outstanding amount pertaining to above said account(s) is now vested with The Bank.

- It is pertinent to note that despite the service of the above mentioned notice dated 28.02.2020 issued under Section 13(2) of the SARFAESI Act 2002, you have failed to liquidate the outstanding dues and as such the Authorized officer of KMBL has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 15.06.2023 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 06.01.2023 passed by Hon'ble Additional District Magistrate, Kolhapur under section-14 of the said SARFAESI Act.
- 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 KMBL on 27.03.2024 with the Reserve Price of Rs.19,00,000/- (Rupees Nineteen Lakh Only). However the said auction failed for want of bidders.
- 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.17,10,000/- (Rupees Seventeen Lakh Ten 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"**.
- 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.67,26,338.39/- (Rupees Sixty Seven Lakh Twenty Six Thousand Three Hundred Thirty Eight and Thirty Nine Paise Only) as of 21.08.2024 along with future interest applicable from 22.08.2024 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.
- 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	10.09.2024
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	09.09.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., - Zone-2 Nyati Unitree, 4th Floor, Yerwada, Pune Nagar Highway, Pune - 411006
5	MODE OF AUCTION	E-auction through website HTTP://BANKAUCTIONS.IN/

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.





Kotak Mahindra Bank

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. Sanjay Chavan (Mob No. + 918655312059)/Mr. Brijesh Parmar, Mob No.+ 919727739158) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh - 201313, e-mailID- rak.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

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. Annaso Vitthal Desai 2. Mrs. Vandana Annaso Desai
Loan account no.	PR00437598 & PR00431966
Amount outstanding	
Rs. 67,26,338.39/- (Rupees Sixty Seven Lakh Twenty Six Thousand Three Hundred Thirty Eight and Thirty Nine Paise Only) as of 21.08.2024 along with future interest applicable from 22.08.2024 until payment in full and other charges	
Description of the Mortgaged property	
All that piece and parcel of property bearing Plot No. 3, admeasuring 2046 Sq.Fts. (i.e 190.14 Sq.Mtrs.) out of it 1023 Sq.Ft (i.e 95.07 sq.mtrs.) to the Eastern side out of R.S. No. 526+526B along with construction thereon situated at Mouje Tamgaon, Taluka Karveer, District Kolhapur, together with all building and structures attached to the Earth and all easamentary rights and boundaries of the said plot/land are as follows: On or towards East: Plot No.4, On or towards West: Half Part From Plot No.3 of Shri Pratap Anil Bhosale On or towards South: Property of Gat No. 549 On or towards West: 20 Ft Road	
Name of the mortgagor: Mr. Annaso Vitthal Desai	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 17,10,000/- (Rupees Seventeen Lakh Ten Thousand Only)
EMD:	Rs.1,71,000/- (Rupees One Lakh Seventy One Thousand only)





RL 2013010120 <201301>
 RL A RL0240292783IN
 Counter No:1,(P-Code):(PFR)
 To:ANNAS,
 KOLHAPUR CITY H O, PIN:416012
 From:KOTAK MAHINDRA BANK LTD , MUMBAI
 Wt:40grams,
 PS:32.00, ,27/08/2024 ,12:54
 <<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
 RL A RL0240292973IN
 Counter No:1,(P-Code):(PFR)
 To:WANDANA,
 KOLHAPUR CITY H O, PIN:416012
 From:KOTAK MAHINDRA BANK LTD , MUMBAI
 Wt:40grams,
 PS:32.00, ,22/08/2024 ,12:54
 <<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
 RL A RL0240294063IN
 Counter No:1,(P-Code):(PFR)
 To:ANNAS,
 KOLHAPUR CITY H O, PIN:416012
 From:KOTAK MAHINDRA BANK LTD , MUMBAI
 Wt:40grams,
 PS:32.00, ,22/08/2024 ,12:55
 <<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
 RL A RL0240299053IN
 Counter No:1,(P-Code):(PFR)
 To:WANDANA,
 KOLHAPUR CITY H O, PIN:416012
 From:KOTAK MAHINDRA BANK LTD , MUMBAI
 Wt:40grams,
 PS:32.00, ,27/08/2024 ,12:55
 <<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
 RL A RL0240292813IN
 Counter No:1,(P-Code):(PFR)
 To:ANNAS,
 KOLHAPUR CITY H O, PIN:416012
 From:KOTAK MAHINDRA BANK LTD , MUMBAI
 Wt:40grams,
 PS:32.00, ,22/08/2024 ,12:55
 <<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
 RL A RL0240295253IN
 Counter No:1,(P-Code):(PFR)
 To:WANDANA,
 KOLHAPUR CITY H O, PIN:416012
 From:KOTAK MAHINDRA BANK LTD , MUMBAI
 Wt:40grams,
 PS:32.00, ,22/08/2024 ,12:54
 <<Track on www.indiapost.gov.in>>