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1-8-24
Kotak Mahindra Bank

Registered/ Speed Post

Dated: 01.08.2024

1. Mr. Sainath Tapsale
S/O Mr. Kamalakar Tapsale (Borrower)
2. Mrs. Surekha Sambha Shinde
W/O Mr. Sainath Tapsale (Co-Borrower)
3. Mr. Kamalakar Narayan Tapsale
S/O Mr. Narayan Tapsale (Co-Borrower)
4. Mrs. Pushpawati Kamalakar Tapsale
W/O Mr. Kamalakar Tapsale (Co-Borrower)
5. M/S Siddhi Multispeciality Hospital
Through Its Proprietor Mr. Sainath Tapsale S/O Kamalakar Tapsale (Co-Borrower)
At:
Survey No.671/51K/1B,
Kalewadi Main Road,
Kalewadi, Pune- 411017

All At:

Flat No.504, 5th Floor, Midhori Towers,
Brook C-Building, Survey No.15/2 & 16/1
to 5/2, New D P Road, Vishal Nagar,
Pimple Nilakh, Pimpri Chinchwad
Municipal Corporation, Pune- 411027
E-Mail Id: sainathtapsale@gmail.com

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **23.11.2018** issued by Kotak Mahindra Bank Limited (hereinafter referred to as "KMBL/The Bank") 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. 4020HL24757380 & 4020HL24757530 wherein we had called upon you to pay the dues of Rs.1,15,63,507/- (Rupees One Crore Fifteen Lakh Sixty Three Thousand Five Hundred and Seven Only) (i.e. Rs.85,41,856/- (Rupees Eighty Five Lakh Forty One Thousand Eight Hundred and Fifty Six Only) under Loan account no. 4020HL24757380 as of 22.11.2018 & Rs. 30,21,651/- (Rupees Thirty Lakh Twenty One Thousand Six Hundred and Fifty One Only) under loan account No. 4020HL24757530 as of **23.11.2018** with further interest applicable from 24.11.2018 until payment in full (hereinafter referred as the "**Outstanding Amount**") and payable by you under the facilities granted by Bajaj Finance Limited (hereinafter referred to as "BFL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.

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.



2. BFL has vide an assignment agreement dated **06.02.2018** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by BFL 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 KMBL has taken Physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Asset**") on 14.02.2024 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 06.08.2019 passed by Hon'ble Additional District Magistrate, pune 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.1,05,00,000/- (Rupees One Crore Five 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.1,27,59,418.7 -/- (Rupees One Crore Twenty Seven Lakh Fifty Nine Thousand Four Hundred Eighteen and Seven Paise only) outstanding as on 31.07.2024 with further interest applicable from 01.08.2024 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	10.09.2024
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	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 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.
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~~



ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Sainath Tapsale 2. Mrs. Surekha Sambha Shinde 3. Mr. Kamalakar Narayan Tapsale 4. Mrs. Pushpawati Kamalakar Tapsale 5. M/S Siddhi Multispeciality Hospital
Loan account no.	4020HL24757380 & 4020HL24757530
Amount outstanding	
Rs.1,27,59,418.7 /- (Rupees One Crore Twenty Seven Lakh Fifty Nine Thousand Four Hundred Eighteen and Seven Paise only) outstanding as on 31.07.2024 with further interest applicable from 01.08.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of the residential Flat No. 504, admeasuring about 1106 sq. ft. (102.75 sq. mtrs.) carpet i.e. 1499 sq.ft. (139.26 sq. mtrs) built up including proportionate area of passage along with terrace admeasuring about 186 sq. ft. (17.27 sq. mtrs.) built up, area on 5th floor, in building known as Brook, and one parking space admeasuring 12.5 sq. mtrs. in Midhori Tower Scheme, being constructed upon property bearing Survey No.15/2 and 16/1 to 5/2, corresponding C.T.S. No.762 part, situated at Village Pimple-Nilakh, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registrar Heveli, Pune and Pimpri Chinchwad Municipal Corporation. Demarcation of Land as under: East: By remaining Portion of S.No.16/1, West: By S.No. 15/2 belongs to Sasar, North: By remaining Portion of S.No. 16/1, South: By Remaining Portion of S.No. 16/1	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 1,05,00,000/- (Rupees One Crore Five Lakh Only)
EMD:	Rs. 10,50,000/- (Rupees Ten Lakh Fifty Thousand Only)



भारतीय डाक



RL 2013010120 <201301>
RL A RLK/40/C/03/31
Counter No:1, OP-Code:01-R
To: SAINATH,
PUNE HQ, PIN-411001
From: KOTAK MAHINDRA BANK LTD, MUMBAI
Wt: 40grams,
PS: 37.00, 07/04/2014, 11:01
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>
RL A RLK/40/C/03/31
Counter No:1, OP-Code:01-R
To: SURESH,
PUNE HQ, PIN-411001
From: KOTAK MAHINDRA BANK LTD, MUMBAI
Wt: 40grams,
PS: 37.00, 07/04/2014, 11:01
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>
RL A RLK/40/C/03/31
Counter No:1, OP-Code:01-R
To: KAPLAKAR,
PUNE HQ, PIN-411001
From: KOTAK MAHINDRA BANK LTD, MUMBAI
Wt: 40grams,
PS: 37.00, 07/04/2014, 11:01
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>
RL A RLK/40/C/03/31
Counter No:1, OP-Code:01-R
To: MENFANI,
PUNE HQ, PIN-411001
From: KOTAK MAHINDRA BANK LTD, MUMBAI
Wt: 40grams,
PS: 37.00, 07/04/2014, 11:01
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>
RL A RLK/40/C/03/31
Counter No:1, OP-Code:01-R
To: SIDDIH MILTI,
PUNE HQ, PIN-411001
From: KOTAK MAHINDRA BANK LTD, MUMBAI
Wt: 40grams,
PS: 37.00, 07/04/2014, 11:01
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>
RL A RLK/40/C/03/31
Counter No:1, OP-Code:01-R
To: SIDDIH MILTI,
PUNE HQ, PIN-411001
From: KOTAK MAHINDRA BANK LTD, MUMBAI
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