



348
16/5/24

Kotak Mahindra Bank

Registered / Speed Post

Dated: 16.05.2024

1. **MR.SANJAY PRASHURAM JADHAV** (Borrower)
S/O MR. PRASHURAM JADHAV
2. **MRS. SARIKA SANJAY JADHAV** (Co-Borrower)
W/O MR.SANJAY JADHAV
BOTH AT:
AT: PARSHURAM BUNGLOW, NEAR HANUMAN MANDIR,
HANDEWADI, AUTADWADI HANDEWADI,
PUNE -412308.

BOTH ALSO AT:-
HOTEL SHIVENDRA, HANDEWADI CHOWK,
HANDEWADI, PUNE - 412308.

BOTH ALSO AT:-
AT: S.NO. 28 MILKAT NO. 137 AUTADE HANDEWAADI
NEAR HANUMAN MANDIR URULI DEVACHI
PUNE 412308.

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 12.09.2019 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**The Bank/KMBL**") 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. LNPUN06415-160000428 wherein we had called upon you to pay the dues of **Rs. 99,57,665/- (Rupees Ninety Nine Lakh Fifty Seven Thousand Six Hundred and Sixty Five Only)** outstanding as on **12.09.2019** with further interest applicable from **13.09.2019** until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you all under the facilities granted by **Essel Finance Business Loan Limited** (hereinafter referred to as "**Essel**") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. 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 24.01.2023 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 12.01.2021 passed by Hon'ble Add. District Magistrate, Pune under Section 14 of the said SARFAESI Act.
3. Essel has vide an assignment agreement dated **30.03.2019** ("**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 Essel 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.
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.



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.95,00,000/- (Rupees Ninety 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.1,44,45,429 /- (Rupees One Crore Forty Four Lakh Forty Five Thousand Four Hundred and Twenty Nine Only) outstanding as on 14.05.2024 with further interest applicable from 15.05.2024 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	25.06.2024
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	24.06.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, Zone-2 Nyati Unitree, 4 th 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

Authorized Officer



ANNEXURE – “A”

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Sanjay Prashuram Jadhav 2. Mrs. Sarika Sanjay Jadhav
Loan account no.	LNPUN06415-160000428
Amount outstanding	
Rs.1,44,45,429/- (Rupees One Crore Forty Four Lakh Forty Five Thousand Four Hundred and Twenty Nine only) outstanding as on 14.05.2024 with further interest applicable from 15.05.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of Survey No.28 Milkat No.137 (plot area admeasuring 263.61sq.mtrs. i.e. 2837.50sq.fts.) situated at Village Autade Handewandi Taluka Haveli District Pune situated within the Limits of Zilla Parishad Pune, Taluka Panchayat Samiti Haveli. Property Bounded as: East : Road West : Balasaheb Jadhav Property North : Nhavale & Jadhav Property South : Vittal Baban Handay Property Name of the mortgagor: Mr. Sanjay Prashuram Jadhav	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 95,00,000/- (Rupees Ninety Five Lakh Only)
EMD:	Rs. 9,50,000/- (Rupees Nine Lakh Fifty Thousand Only)



RL 2013010120 <201301>
RL A RL012430166IN
Counter No:1,OF-Code:OPER
To:SANKAY,

PLNE HD, PIN:411001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,17/05/2024 ,11:19
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL012429931IN
Counter No:1,OF-Code:OPER
To:SARIKA,

PLNE HD, PIN:411001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,17/05/2024 ,11:19
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL012430047IN
Counter No:1,OF-Code:OPER
To:SARIKA,

PLNE HD, PIN:411001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,17/05/2024 ,11:19
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL012429723IN
Counter No:1,OF-Code:OPER
To:SANKAY,

PLNE HD, PIN:411001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,17/05/2024 ,11:19
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
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Counter No:1,OF-Code:OPER
To:SARIKA,

PLNE HD, PIN:411001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,17/05/2024 ,11:19
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>
RL A RL012430055IN
Counter No:1,OF-Code:OPER
To:SANKAY,

PLNE HD, PIN:411001
From:KOTAK MAHINDRA BANK LTD , NOIDA
Wt:40grams,
PS:32.00, ,17/05/2024 ,11:19
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भारतीय डाक



India Post