



SWD
20/3/25

o/c

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 20.03.2025

1. **Mr. Akshay Kundlik Tanpure**
S/o Mr. Kundlik Sakharam Tanpure
At:
Flat No. B-102, 1st Floor, B Wing,
Rohan Park SR No.25/5A/1/1C,
Near Tukaram Angan Nanded,
Pune- 411041

(Borrower)

Also at:-

M/s Khandasari Hotel
Through its Proprietor
Amit Apartment Hotel Khandasari Lane No.04,
Dahanukar Colony, Kothrud, Pune- 411038

2. **Ms. Shivani Sunil Kshirsagar**
D/o Mr. Sunil Shivaji Kshirsagar
Both At:
Flat No. 104, 1st Floor Labhade Garden,
A Wing, Warje Jakat Naka,
Warje, Pune, Maharashtra- 411052

(Co-Borrower)

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 12.02.2024 issued by SMFG India Home Finance Company Limited formerly known as Fullerton India Home Finance Company Limited (hereinafter referred to as "**SMFHC**") 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. 601939211426205 wherein SMFHC had called upon you to pay the dues of Rs.37,46,488/- (Rupees Thirty Seven Lakh Forty Six Thousand Four Hundred Eighty Eight Only) outstanding as on 06.02.2024 with further interest applicable from 07.02.2024 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you under the facilities granted by **SMFHC** within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. **SMFHC** has vide an assignment agreement dated **30.12.2024** ("**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 **SMFHC** 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 and all rights, title and interest in respect of outstanding amount pertaining to above said account is now vested with Bank.

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137

7th Floor, Plot No.7, Sector-125, T +91 0120 6173761
Noida, Uttar Pradesh - 201 313. www.kotak.com

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



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 **SMFHC** has taken Physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 27.11.2024 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 10.10.2024 passed by Hon'ble Court of Chief Judicial Magistrate, Pune under the SARFEASI Act. Thereafter SMHFC has handed over the physical possession of the property to KMBL on 11.01.2025.
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.32,50,000/- (Rupees Thirty Two Lakh Fifty Thousand 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.43,29,649/- (Rupees Forty Three Lakh Twenty Nine Thousand Six Hundred Forty Nine Only)** outstanding as on 19.03.2025 with further interest applicable from 20.03.2025 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	29.04.2025
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	28.04.2025 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 <u>HTTPS://BANKAUCTIONS.IN/</u>





Kotak Mahindra Bank

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.
10. Should you have any representation to be made in response to this notice, please mark the same to Mr. Sanjay Chavan (Mob No. +918655312059) 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



Authorized Officer



ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Akshay Kundlik Tanpure 2. Mr. Shivani Sunil Kshirsagar
Loan account no.	601939211426205
Amount outstanding	
Rs.43,29,649/- (Rupees Forty Three Lakh Twenty Nine Thousand Six Hundred Forty Nine Only) outstanding as on 19.03.2025 with further interest applicable from 20.03.2025 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of Flat no. B- 102 on the first floor with built up area 825 Sq. ft i.e., 76.67 sq.Mtrs. (Carpet 649.50 Sq. ft.) terrace 50 Sq. ft i.e., 4.65 Sq. Mtrs in built up known as Rohan Park constructed on survey no. 25/5A/1/1C admeasuring 18 Ares situated as Village Nanded Tal Haveli District Pune. Bounded As: East: Road, West: Property of Mr. Avinash Joshi, North: Property of Mr. Sawant of survey No. 25/5A/1/1C, South: 15 Feet common Road	
Name of the mortgagor: Mr. Akshay Kundlik Tanpure & Mr. Shivani Sunil Kshirsagar	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.32,50,000/- (Rupees Thirty Two Lakh Fifty Thousand Only)
EMD:	Rs.3,25,000/- (Rupees Three Lakh Twenty Five Thousand Only)



RL 1100510164 <110051>
RL B 0D000907594IN
Counter No:2,OP-Code:1
To:AKSHAY,
PUNE, PIN:411052
From:KOTAK MAHINDRA BANK , NOIDA
Wt:30grams,
Amt:32.00 ,21/03/2025 ,10:11
<<Track on www.indiapost.gov.in>>



RL 1100510164 <110051>
RL B 0D000907722IN
Counter No:2,OP-Code:1
To:SHIVANI SUNIL,
PUNE, PIN:411052
From:KOTAK MAHINDRA BANK , NOIDA
Wt:30grams,
Amt:32.00 ,21/03/2025 ,10:11
<<Track on www.indiapost.gov.in>>



RL 1100510164 <110051>
RL B 0D000907736IN
Counter No:2,OP-Code:1
To:AKSHAY,
PUNE, PIN:411038
From:KOTAK MAHINDRA BANK , NOIDA
Wt:30grams,
Amt:32.00 ,21/03/2025 ,10:11
<<Track on www.indiapost.gov.in>>



RL 1100510164 <110051>
RL B 0D000907603IN
Counter No:2,OP-Code:1
To:AKSHAY,
PUNE, PIN:411041
From:KOTAK MAHINDRA BANK , NOIDA
Wt:30grams,
Amt:32.00 ,21/03/2025 ,10:12
<<Track on www.indiapost.gov.in>>

