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5/3/24
Kotak Mahindra Bank

Registered/ Speed Post

Dated: 05.03.2024

1. MR. ASHISH KALURAM GOYARE (BORROWER)
S/O MR. KALURAM GOYARE
AT:
M/S PRESSING SMTIHS PVT.LTD
1414, DESHMUKH ESTATE,
VADGAON (KD), PUNE- 411041

2. MRS. ANJALI ASHISH GOYARE (CO-BORROWER)
W/O MR. ASHISH KALURAM GOYARE
BOTH AT:
FLAT NO. 10, AMIT VIHAR, SINHAGAD ROAD
BEHIND TRIMURTI HOSPITAL, VADGAON BUDRUK,
PUNE 411041.

BOTH ALSO AT:
FLAT NO.10, 2ND FLOOR,
(SUBSEQUENTLY NUMBERED AS 110)
"CHANDRAMA" AREA, S.NO. 56/14+15+16/1,
P.NO. 8 & 9, AMIT VIHAR, VADGAON,
SHERI, TALUK HAVELI DISTRICT,
PUNE- 411041

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **30.09.2013** 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. **3566466** wherein we had called upon you to pay the dues of Rs. 10,63,171/- (Rupees Ten Lakh Sixty Three Thousand One Hundred Seventy One Only) as on 24.09.2013 with further interest @18% per annum from 25.09.2013 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by Associates India Financial Services Limited (AIFSL) (subsequently known as **CitiFinancial Consumer Finance India Ltd.** (hereinafter to be referred as CCFIL)) within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded
2. CCFIL has vide an assignment agreement dated 31.10.2012 ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, interests, benefits in the facilities granted by CCFIL with other incidental right thereto including the assignment of the said facilities along with the underlying securities. As per

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

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www.kotak.com

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



the said assignment agreement, the Bank 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. The Bank has been subrogated in place of CCFIL and all right, title and interest of CCFIL in respect of Outstanding Amount is now vested with the 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 Authorised officer of the Bank has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 28.12.2021 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 27.10.2021, passed by Ld. Additional District Magistrate, Pune under Section 14 of the said SARFAESI Act.
4. After taking physical 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 report of valuer, auction of the Secured Asset as mentioned in Annexure "A" was conducted on various occasions. However, they all failed for want of bidders. Details of said auctions are mentioned below:

Auction Date	Reserve Price	Sale Notice Date
22.02.2023	Rs. 12,40,000/-	10.01.2023
03.08.2023	Rs. 11,10,000/-	04.07.2023
21.11.2023	Rs. 10,00,000/-	10.10.2023

5. For recovering its legal dues, the Bank now proposed to again invite tender/conduct public auction of the secured asset on the reserve price at Rs. 10,00,000/- (Rupees Ten Lakh Only) below which the said Secured Asset as mentioned in Annexure "A" will not be sold and the sale will be on "as is where is basis & as is what is basis and whatever is basis".
6. 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 Bank now proposes to sell the secured asset as mentioned in **Annexure "A"** annexed herewith 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 Clause (1) after a period of 15(Fifteen Days) from the date of this notice **along with the existing encumbrances if any ' as is where is basis & As is what is basis & Whatever there is basis'**, unless we receive the entire outstanding amount i.e., Rs.18.80,784/- (Rupees Eighteen Lakh Eighty Thousand Seven Hundred Eighty Four Only) outstanding as on 05.03.2024 with further interest applicable from 06.03.2024 until payment in full and other charges as demanded in our notice, within the statutory period of 15 (Fifteen days), from the date of present notice. Please take notice that if in case auction scheduled herein fails for any reason whatsoever then the secured creditor 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.



7. The sale of the secured assets will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure A". The auction shall be scheduled as under

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	27.03.2024
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	26.03.2024 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/

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9 Clause (1) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers 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 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	1. MR. ASHISH KALURAM GOYARE & 2. MRS. ANJALI ASHISH GOYARE
LOAN ACCOUNT NO.	3566466
Amount outstanding RS.18,80,784/- (RUPEES EIGHTEEN LAKH EIGHTY THOUSAND SEVEN HUNDRED EIGHTY FOUR ONLY) OUTSTANDING AS ON 05.03.2024 WITH FURTHER INTEREST APPLICABLE FROM 06.03.2024 ALONG WITH ALL COST, CHARGES & EXPENSES UNTIL PAYMENT IN FULL.	
Description of Mortgaged property ALL THAT PIECE AND PARCEL OF FLAT NO.10 ADMEASURING ABOUT 577.41 SQ.FTS. I.E. 53.64 SQ.MTRS (BUILT UP) ON THE SECOND FLOOR IN THE BUILDING KNOWN AS "CHANDRAMA" CONSTRUCTED ON THE PROPERTY BEARING PLOT NO. 8 & 9 TOTALLY ADMEASURING ABOUT 7117.15 SQ.MTRS OUT OF S.NO. 56, HISSA NO. 14+ 15+ 16/1 SITUATED AT WADGAON SHERI, TAL. HAVELI, DISTRICT, PUNE WITHIN THE LIMITS OF PUNE MUNICIPAL CORPORATION AND ALSO WITHIN THE LIMITS OF SUB-REGISTRATION, GAVELI-II DISTRICT, PUNE NAME OF THE MORTGAGOR: MR. ASHISH KALURAM GOYARE	
Reserve Price Fixed (Rs.) & EMD (Rs.)	
RESERVE PRICE:	RS. 10,00,000/- (RUPEES TEN LAKH ONLY)
EMD:	RS.1,00,000/- (RUPEES ONE LAKH ONLY)



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FILE NO, PIN:411001
From:KOTAK MAHINDRA BANK LTD , MOIDA-201313
Wt:40grams,
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