



o/c  
Shri  
02/01/23

Kotak Mahindra Bank

Registered Post

Dated: 02.01.2024

1. MR. SHYAM PANNALAL JAISWAL
2. MRS. RINA SHYAIU JAISWAL

(BORROWER)  
(CO- BORROWER)

**BOTH AT:**

FLAT NO. 2, ASHIRWAD APARTMENT,  
NAUPADA, NAUPADA , NR BEDEKAR HOSPITAL,  
KARVE ROAD , THANE WEST,  
MUMBAI, MAHARASHTRA, 4000621

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 28.08.2020 issued by Kotak Mahindra Bank Ltd. (hereinafter referred to as "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. LNMUM06718-190001980 wherein KMBL had called upon you to pay the dues of 29,37,826.85/- (Rupees Twenty Nine Lakh Thirty Seven Thousand Eight Hundred Twenty Six and Paise Eighty Five Only) due and payable as on **28.08.2020** along with future interest applicable from **29.08.2020** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by 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. Essel has vide an assignment agreement dated **18.02.2020** ("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 its rights, title, interests, benefits in the facilities granted by Essel with other incidental right thereto including the assignment of the said facilities along with the underlying securities. As per 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 Essel and all right, title and interest of Essel 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 KMBL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 08.11.2023 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 10.04.2023, passed by Hon'ble Additional District Judge Magistrate, Thane. under Section 14 of the said SARFAESI Act.

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 KMBL 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 after a period of 30 (Thirty) Days from the date of this notice **along with the existing encumbrances if any "AS IS WHERE IS BASIS & AS IS WHAT BASIS & WHATEVER THERE IS BASIS"**, unless we receive the entire outstanding amount i.e **Rs 42,92,973.51/- (Rupees Fourty Two Lakh Ninety Two Thousand Nine Hundred Seventy Three and paise Fifty One Only)** as 02.01.2024 **ALONG WITH FUTURE INTEREST APPLICABLE FROM 03.01.2024** until payment in full and other charges as demanded in the instant notice, within the statutory period of 30 (Thirty) days, from the date of present

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.



notice and please take notice that if in case auction scheduled herein fails for any reason whatsoever then secured creditor may enforce security interest by way of sale through private treaty, also as per its discretion.

4. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A".

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	09.02.2024
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	08.02.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD. 5th Floor, Adamas Plaza, 166/16, CST Road, Kalina, Santacruz (E) Mumbai – 400098
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE <a href="http://BANKAUCTIONS.IN/">HTTP://BANKAUCTIONS.IN/</a>

5. Please treat this notice as Notice under Rule 8(5) with proviso to Rule 8(6) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers, a notice of 30 (Thirty) days for sale of the secured asset.
6. Post the expiration of the said 30 (Thirty) days, KMBL shall be entitled to sell the 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.
7. The borrower's attention is invited to the provisions of sub section 8 of section 13, of the act, in respect of the time available, to redeem the secured asset.

For Kotak Mahindra Bank Limited

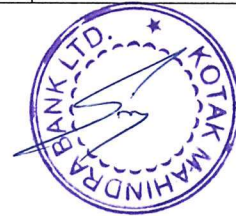
Authorized Officer





**ANNEXURE – “A”**

<b>NAME OF THE BORROWERS &amp; ACCOUNT NO.</b>	<b>AMOUNT OUTSTANDING</b>	<b>DESCRIPTION OF THE MORTGAGED PROPERTIES</b>	<b>RESERVE PRICE FIXED (RS.) &amp; EMD (RS.)</b>
<b>1. MR. SHYAM PANNALAL JAISWAL</b>  <b>2. MRS. RINA SHYAIU JAISWAL</b>    LOAN NO. LNMUM06718-190001980	<b>Rs 42,92,973.51/- (Rupees Forty Two Lakh Ninety Two Thousand Nine Hundred Seventy Three and paisa Fifty One Only) AS OF 02.01.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 03.01.2024 UNTIL PAYMENT IN FULL.</b>	ALL THAT PIECE AND PARCEL OF MORTGAGED PROPERTY OF FLAT NO. 103, 1 <sup>ST</sup> FLOOR, DATIAMESH APARTMENT, CHENDANI KOLIWADA, DATTA MANDIR, CITY SURVEY NO. 170, TIKKA NO. 2, THANE WEST, THANE, MAHARASHTRA 400601  NAME OF THE MORTGAGOR : MR. SHYAM PANNALAL JAISWAL	RESERVE PRICE Rs.26,00,000/- (Rupees Twenty Six Lakh Only)  EMD: RS. 260,000/- (Rupees Two Lakh Sixty Thousand Only)



RL 1100910199 <110091>

RLA RD229504552IN

Counter No:1,OP-Code:OP1

To: SHYAM PANNALAL

THANE Pin: 4E+05

From: KOTAK MAHINDRA BANK LTD, 201313

Wt: 40grams,

Amnt: 32.00, 03/01/2024, 10:15

<<Track on www.indiapost.gov.in>>



RL 1100910199 <110091>

RLA RD229504549IN

Counter No:1,OP-Code:OP1

To: RINA SHAIU

THANE Pin: 4E+05

From: KOTAK MAHINDRA BANK LTD, 201313

Wt: 40grams,

Amnt: 32.00, 03/01/2024, 10:15

<<Track on www.indiapost.gov.in>>

