



SHO
01/3/24

Kotak Mahindra Bank

Registered Post

Dated: 01.03.2024

1. **MR. SUNIL DATTARAM DEVRUKHKAR**
S/O LATE DATTARAM DEVRUKHKAR
(Legal Heir of Late Dattaram Ramchandra Devrukhkar & Late Sujata Sunil Devrukhkar)
R/O- 54, FLOOR GR. A2, OMKAR, DR. BABASAHEB AMBEDKAR,
PATH, KALACHOWKY, MUMBAI- 400033.

ALSO AT:

MR. SUNIL DATTARAM DEVRUKHKAR
S/O LATE DATTARAM DEVRUKHKAR
(Legal Heir of Late Dattaram Ramchandra Devrukhkar & Late Sujata Sunil Devrukhkar)
R/O- FLAT NO. 624, 6TH FLOOR, C WING, SHREE KRUPA, CHSL,
DR. BABASAHEB AMBEDKAR ROAD, KALACHOWKY,
CHINCHPOKALI (E) MUMBAI-400033

2. **MR. SANJAY DATTARAM DEVRUKHKAR**
S/O LATE DATTARAM DEVRUKHKAR
(Legal Heir of Late Dattaram Ramchandra Devrukhkar)
R/O- 54, FLOOR GR. A2, OMKAR, DR. BABASAHEB AMBEDKAR,
PATH, KALACHOWKY, MUMBAI- 400033

ALSO AT:

MR. SANJAY DATTARAM DEVRUKHKAR
S/O LATE DATTARAM DEVRUKHKAR
(Legal Heir of Late Dattaram Ramchandra Devrukhkar)
R/O- FLAT NO. 624, 6TH FLOOR, C WING, SHREE KRUPA CHSL,
DR. BABASAHEB AMBEDKAR ROAD, KALACHOWKY,
CHINCHPOKALI (E) MUMBAI-400033

3. **MRS. SHOBHA SANJAY DEVRUKHKAR**
W/O MR. SANJAY DATTARAM DEVRUKHKAR
R/O- 54, FLOOR GR. A2, OMKAR, DR. BABASAHEB AMBEDKAR,
PATH, KALACHOWKY, MUMBAI- 400033

ALSO AT:

MRS. SHOBHA SANJAY DEVRUKHKAR
W/O MR. SANJAY DATTARAM DEVRUKHKAR,
R/O- FLAT NO. 624, 6TH FLOOR, C WING, SHREE KRUPA CHSL,
DR. BABASAHEB AMBEDKAR ROAD, KALACHOWKY,
CHINCHPOKALI (E) MUMBAI-400033.

4. **MR. DILIP DATTARAM DEVRUKHKAR**
(Legal Heir of Late Dattaram Ramchandra Devrukhkar)
BLOCK NO. 2, A WING, SIDDHAKALA APARTMENT,
MUMBAI - GOA HIGHWAY, OPP. PRANT OFFICE,
AT POST TALUKA CHIPLUN, DIST RATNAGIRI
MAHARASHTRA - 415605.

ALSO AT:

MR. DILIP DATTARAM DEVRUKHKAR
(Legal Heir of Late Dattaram Ramchandra Devrukhkar)
R/O- FLAT NO. 624, 6TH FLOOR, C WING, SHREE KRUPA CHSL,
DR. BABASAHEB AMBEDKAR ROAD, KALACHOWKY,
CHINCHPOKALI (E) MUMBAI-400033

5. **MR. PRASAD SUNIL DEVRUKHKAR**
(Legal Heir of Late Sujata Sunil Devrukhkar)
ROOM NO. 503, 05TH FLOOR, SEVEN HILLS PG FOR GENTS,
OPP. CHINMAYA PUBLIC SCHOOL, VGS LAYOUT,
04TH CROSS ROAD, EJIPURA, BENGALURU - 560047.



Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No.7

Sector-125, Noida

Uttar Pradesh - 201 313

Registered Office:

27 BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai 400051,

Maharashtra, India.

T +91 120 6173761

www.kotak.com



ALSO AT:

R/O- 54, FLOOR GR. A2, OMKAR, DR. BABASAHEB AMBEDKAR,
PATH, KALACHOWKY, MUMBAI- 400033.

6. MR. PRANAV SUNIL DEVRUHKAR

(Legal Heir Of Late Sujata Sunil Devrukhkar)

R/O- 54, FLOOR GR. A2, OMKAR, DR. BABASAHEB AMBEDKAR,
PATH, KALACHOWKY, MUMBAI- 400033.

7. MRS. DEEPIKA RAJESH SONAR

(Legal Heir Of Late Sujata Sunil Devrukhkar)

ROOM NO. 1303, 13TH FLOOR, MADHUKUNJ,
KANNAMWAR NAGAR NO. 1, VIKHROLI (E),
MUMBAI - 400709.

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to the Demand Notice dated **14.11.2019** issued by **Kotak Mahindra Bank Limited (hereinafter referred to as "KMBL/The Bank")** under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "SARFAESI Act"), related to Loan Account No. **PR00364839 & PR00374996** wherein we had called upon you the addressee no.1 to3 alongwith Mr. Dattaram Devrukhkar and Smt. Sujata Sunil Devrukhkar (both since deceased) to pay the dues of **Rs. 36,31,293.87/- (Rupees Thirty Six Lakh Thirty One Thousand Two Hundred Ninety Three And Eighty Seven Paise Only)**, due and payable as of 14.11.2019 with further applicable interest per annum from 15.11.2019 until payment in full (hereinafter referred as the "Outstanding Amount") and payable under the facilities granted by Karvy Financial Services Ltd., within 60 days from the date of the said Notice. The addressee named in the said notice, however, failed and neglected to pay the amount as demanded.
2. Karvy Financial Services Ltd., transferred its entire business in favour of Mape Finserve Pvt. Ltd. subsequently known as Small Business Fincredit India Pvt. Ltd. (SBFC) vide Business Transfer Agreement dated 01.08.2017. SBFC has vide an assignment agreement dated **14.03.2019 ("Assignment Agreement")** has assigned the debts due and payable by the borrower/ co-borrowers in favour of the Bank along with all the rights, title, interests, benefits in the facilities granted by SBFC 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 SBFC and all right, title and interest of SBFC 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, the addressee failed to liquidate the outstanding dues and as such, the Authorized officer of the Bank had taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on **04.03.2023** in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 and in pursuance to order dated **29.09.2022**, passed by **Hon'ble Additional Chief Metropolitan Magistrate, Mumbai**, 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, Secured Asset was put on auction on 22.06.2023 with the Reserve Price of Rs.56,00,000/- (Rupees Fifty Six Lakh Only). However the said auction failed for want of bidders. The Secured Asset was again put on auction on 31.08.2023 with the Reserve Price of Rs. 56,00,000/- (Rupees Fifty Six Lakh Only). However the said auction also failed for want of bidders. It is relevant to mention here that subsequent to the auction dated 31.08.2023 you addressee no. 1 and 2 had intimated the Bank about the death of Mr. Dattaram Devrukhkar and Smt. Sujata Sunil Devrukhkar leading to impleading addressee no. 4 to 7 as noticee in the capacity of being the legal heir of the deceased.





5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs. 62,60,000/- (RUPEES SIXTY TWO LAKH SIXTY THOUSAND ONLY) below which the said secured asset will not be sold and which sale will be on "as is where is", "as is what is basis" and "whatever there 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 the 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(1) after a period of 15 (Fifteen Days) days from the date of this notice along with the existing encumbrances if any on "**as is where is**", "**as is what is basis**" & "**Whatever there is basis**", unless we receive the entire outstanding amount i.e. **Rs. 40,48,768/- (Rupees Forty Lakh Forty Eight Thousand Seven Hundred and Sixty Eight Only) as of 01.03.2024 along with future interest applicable from 02.03.2024** and other charges as demanded in our notice, within the statutory period of 15 (Fifteen) days, from the date of 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 asset 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	20-03-2024
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	19-03-2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., ADAMAS PLAZA, 05 TH FLOOR, 166/16, CST ROAD, KALINA, SANTACRUZ (E), MUMBAI-400098.
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(1) 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 SARFAESI Act, in respect of the time available to redeem the secured asset.

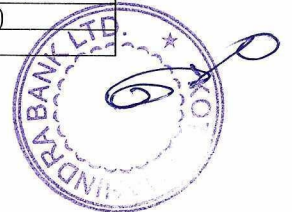
For Kotak Mahindra Bank Limited

Authorized Officer



ANNEXURE - "A"

Name of the Borrowers, Legal Heirs & Account No.
1. MR. SUNIL DATTARAM DEVRUKHKAR S/O LATE DATTARAM DEVRUKHKAR (Legal Heir of Late Dattaram Ramchandra Devrukhkar & Late Sujata Sunil Devrukhkar)
2. MR. SANJAY DATTARAM DEVRUKHKAR S/O LATE DATTARAM DEVRUKHKAR (Legal Heir of Late Dattaram Ramchandra Devrukhkar & Late Sujata Sunil Devrukhkar)
3. MRS. SHOBHA SANJAY DEVRUKHKAR W/O MR. SANJAY DATTARAM DEVRUKHKAR. AT:
4. MR. DILIP DATTARAM DEVRUKHKAR (Legal Heir of Late Dattaram Ramchandra Devrukhkar)
5. MR. PRASAD SUNIL DEVRUKHKAR (Legal Heir of Late Sujata Sunil Devrukhkar)
6. MR. PRANAV SUNIL DEVRUKHKAR (Legal Heir Of Late Sujata Sunil Devrukhkar)
7. MRS. DEEPIKA RAJESH SONAR (Legal Heir Of Late Sujata Sunil Devrukhkar)
LOAN ACCOUNT NO. PR00364839 & PR00374996
Amount outstanding
RS. 40,48,768/- (RUPEES FORTY LAKH FORTY EIGHT THOUSAND SEVEN HUNDRED AND SIXTY EIGHT ONLY) OUTSTANDING AS ON 01.03.2024 WITH FURTHER INTEREST APPLICABLE FROM 02.03.2024 ALONG WITH ALL COST, CHARGES & EXPENSES UNTIL PAYMENT IN FULL.
Description of the Mortgaged property
POSTAL ADDRESS:- FLAT NO. 624, 06 TH FLOOR, 'C' WING, SHREE KRUPA CHSL, DR. BABASAHEB AMBEDKAR ROAD, KALACHOWKY, CHINCHPOKALI (E), MUMBAI-400033. MORE PARTICULARLY DESCRIBED:- ALL THAT PIECE AND PARCEL OF THE PROPERTY BEARING FLAT NO. 624, AREA ADMEASURING 225 SQ. FT. (CARPET AREA), SITUATED ON THE 06 TH FLOOR, IN THE BUILDING OF SHREE KRUPA CHS LTD., BEING LYING AND SITUATED AT DR. AMBEDKER ROAD, KALACHOWKI, CHINCHPOKLI (E), MUMBAI - 400033. NAME OF THE MORTGAGOR: MR. DATTARAM RAMCHANDRA DEVRUKHKAR S/O MR. RAMCHANDRA DEVRUKHKAR. (SINCE DECEASED)
Reserve Price Fixed (Rs.) & EMD (Rs.)
RESERVE PRICE: RS. 62,60,000/- (RUPEES SIXTY TWO LAKH SIXTY THOUSAND ONLY) EMD: RS. 6,26,000/- (RUPEES SIX LAKH TWENTY SIX THOUSAND ONLY)



भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547175IN
Counter No:1, (P-Code): (FER)
To: DEEPIKA,
BOMBAY GPO, PIN: 400001
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:50
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547229IN
Counter No:1, (P-Code): (FER)
To: DILIP,
BOMBAY GPO, PIN: 400001
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:50
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547187IN
Counter No:1, (P-Code): (FER)
To: PRANVI,
BOMBAY GPO, PIN: 400001
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:50
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547232IN
Counter No:1, (P-Code): (FER)
To: SHWETA,
RATHAGIRI H O, PIN: 415612
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:50
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547192IN
Counter No:1, (P-Code): (FER)
To: PRASAD,
BOMBAY GPO, PIN: 400001
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:50
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547246IN
Counter No:1, (P-Code): (FER)
To: SHUBHA,
BOMBAY GPO, PIN: 400001
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:50
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547201IN
Counter No:1, (P-Code): (FER)
To: PRASAD,
BOMBAY GPO, PIN: 400001
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:50
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547250IN
Counter No:1, (P-Code): (FER)
To: SANJAY,
BOMBAY GPO, PIN: 400001
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:50
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547215IN
Counter No:1, (P-Code): (FER)
To: DILIP,
BOMBAY GPO, PIN: 400001
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:50
<<Track on www.indiapost.gov.in>>

भारतीय डाक

India Post

RL 2013010120 <201301>
RL A RU101547263IN
Counter No:1, (P-Code): (FER)
To: SANJAY,
BOMBAY GPO, PIN: 400001
From: KOTAK MAHINDRA BANK, MOIDA
Wt: 40grams,
PS: 32.00, 02/03/2024, 09:51
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

RL 2013010120 <201301>

RL A RU101547277IN

Counter No:1, (P-Code:06E)

To: SUNIL,

ROHAW GPO, PIN:400001

From: KOTAK MAHINDRA BANK, Noida

Wt: 40grams,

PS: 32.00, 02/03/2024, 09:51

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

भारतीय डाक



India Post

RL 2013010120 <201301>

RL A RU101547285IN

Counter No:1, (P-Code:06E)

To: SUNIL,

ROHAW GPO, PIN:400001

From: KOTAK MAHINDRA BANK, Noida

Wt: 40grams,

PS: 32.00, 02/03/2024, 09:51

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