



o/c
SW/O
13/2/24
Kotak Mahindra Bank

Registered Post

Dated: 13.02.2024

- M/S. PARMESHWAR TRANSPORT
THROUGH ITS PROPRIETOR MR. DATTATRAY S NARHARE**
- MR. DATTATRAY S NARHARE**
- MRS. MANJUSHA D NARHARE**

ALL AT:

402 SEEMA CHS LTD SAI KRUPA COMPLEX,
KASHIMIRA OPP NEEL KAMAL HOTEL,
MIRA ROAD, EAST THANE, MUMBAI SUBURBAN
MAHARASHTRA - 401107.

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- We refer to Demand Notice dated **01.02.2022** 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. **LNMMUM00614-150000011** wherein **KMBL** had called upon you to pay the dues of **Rs. 62,07,728/- (Rupees Sixty Two Lakh Seven Thousand Seven Hundred Twenty Eight Only)** as of **01.02.2022** with further interest applicable from **25.02.2024** until payment in full (hereinafter referred to 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.
- ESSEL** has vide an assignment agreement dated **30/03/2019** 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.
- 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 **ESSEL** has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 19/12/2023 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 **31.10.2022**, passed by Hon'ble Additional District Magistrate, Thane under Section 14 of the SARFAESI Act.
- 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) Rules, 2002 and on the basis of report of valuer, Secured asset and it will being first auction on **07.03.2022** having fixed Reserve Price of Rs. 57,00,000/- (Rupees Fifty Seven Thousand Only). However, said auction will put for want of bidders.
- Subsequent to the Assignment of loan account in its favour of **KMBL**, for recovering its legal dues, The Bank is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Asset will not be sold and which sale will be on "as is where is and whatever is basis".
- 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

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



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 read with proviso to Rule 9(1) after a period of 15 (Fifteen) 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 we receive the entire outstanding amount i.e **Rs. 69,56,380/- (Rupees Sixty Nine Lakh Fifty Six Thousand Three Hundred Eighty Only)** outstanding as on 06.02.2024 with further interest applicable from 07.02.2024 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 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. Please also not 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	12.03.2024
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	11.03.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD, 27 BKC, C 27, G BLOCK, BANDRA KURLA COMPLEX, BANDRA(E) MUMBAI-400051
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE http://bankauctions.in/

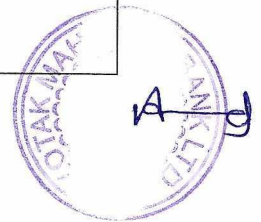
8. Please treat this notice as Notice under Rule 8 Clause (5) read and Proviso to Rule 9 (1) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers a notice of 15 (Fifteen) days for sale of the said secured asset.
9. Post the expiration of the said 15 (Fifteen) days, the Bank 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 & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1.M/S. PARMESHWAR TRANSPORT (THROUGH ITS PROPRIETOR MR. DATTATRAY S. NARHARE 2. MR. DATTATRAY S. NARHARE 3. MRS. MANJUSHA D NARHARE LOAN ACCOUNT NO. LNMUM00614-150000011	Rs. 69,56,380/- (Rupees Sixty Nine Lakh Fifty Six Thousand Three Hundred Eighty Rupees Only) outstanding as on 06.02.2024 WITH FURTHER INTEREST APPLICABLE FROM 07.02.2024 UNTIL PAYMENT IN FULL AND OTHER CHARGES	ALL THAT PIECE AND PARCEL OF FLAT NO. 402, FOURTH FLOOR, SEEMA CO-OPRATIVE HOUSING SOCIETY LTD., AREA ADMEASURING 585 SQ FT. CARPET, SITUATED AT SAIKRUPA COMPLEX, VILLAGE KASHIGAON, KASHIMIRA, LYING AND SITUATED AT SURVEY NO.8 H NO. 7, SURVEY NO. 9, HISSA NO. 1 (PART) SITUATED AT VILLAGE KASHI, TALUKA & DISTRICT THANE. Name of the Mortgagors: MR. DATTATRAY S NARHARE	RS. 46,00,000/- (Rupees Forty Six Lakhs Only) EMD RS. 4,60,000/- (RUPEES FOUR LAKH AND SIXTY THOUSAND ONLY)



भारतीय डाक



RL 2013010120 <201301>
RL A RL024378391IN
Counter No:1, OP-Code:CFER
To:PWYESHWAR,
EBRAY (FD, PIN:400001
From:KOTAK MAHINDRA BANK LIMITED , MUMBAI
Wt:40grams,
PS:32.00, ,14/02/2024 ,09:07
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>
RL A RL024378260IN
Counter No:1, OP-Code:CFER
To:DATTATRAY,
THANE H O, PIN:400601
From:KOTAK MAHINDRA BANK LIMITED , MUMBAI
Wt:40grams,
PS:32.00, ,14/02/2024 ,09:09
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>
RL A RL024378392IN
Counter No:1, OP-Code:CFER
To:MANJESHA D,
THANE H O, PIN:400601
From:KOTAK MAHINDRA BANK LIMITED , MUMBAI
Wt:40grams,
PS:32.00, ,14/02/2024 ,09:10
<<Track on www.indiapost.gov.in>>