



ShiD
16/2/24

Kotak Mahindra Bank

By Registered A.D

Dated: 16.02.2024

1. **MRS. NISHA PRASAD GHOLAP** (BORROWER)
W/O MR. PRASAD KANTARAM GHOLAP
2. **MR. PRASAD KANTARAM GHOLAP** (CO-BORROWER)
S/O MR. KANTARAM GHOLAP
BOTH NOTICEES 1 AND 2 AT:-
157 MURDHA VILLAGE, OPPOSITE RAM MANDIR,
UTTAM ROAD, BHAYANDER WEST, MAHARASHTRA- 401101
BOTH NOTICEES 1 AND 2 ALSO AT:-
FLAT NO. 1203, MADHAV BUILDING, VASUDEV SKY HIGH COMPLEX,
MIRA BHAYANDER ROAD, EAST MAHARSHTRA- 401107
3. **M/S SHREE CHAMUNDA ENTERPRISES** (CO-BORROWER)
THROUGH ITS PARTNERS
(a) PRASHANT SHELATKAR
(b) DHARMESH D MISTRY
AT:
SHOP NO.26 & 27, KAMLA PARK,
NEAR MTNL OFFICE, BHAYANDER WEST,
MAHARASHTRA- 401105
4. **MR. PRASHANT SHELATKAR** (GUARANTOR)
AT:
SHOP NO.26 & 27, KAMLA PARK,
NEAR MTNL OFFICE, BHAYANDER WEST,
MAHARASHTRA- 401105
5. **MR. DHARMESH MISTRY** (GUARANTOR)
AT:
SHOP NO.26 & 27, KAMLA PARK,
NEAR MTNL OFFICE, BHAYANDER WEST,
MAHARASHTRA- 401105

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Statutory Demand Notice dated **23.11.2023** issued by Kotak Mahindra Bank Limited (hereinafter to be referred as KMBL) as the assignee of Fullerton India Home Finance Company Limited (FIHFCL) 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"**), wherein we had called upon you to pay the dues **Rs. 50,09,450/- (Rupees Fifty Lakh Nine Thousand Four Hundred Fifty Only)** with applicable interest until payment in full within 60 (sixty) days from the date of notice, and other charges accrued as per the terms and conditions of the Loan Agreement until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you all under the facility granted by FIHFCL within 60 days from the date of the said statutory demand notice. You have since then failed and neglected to pay the amount as demanded.
2. FIHFCL had vide an assignment agreement dated **28.03.2023** ("**Assignment Agreement**") assigned the debts due and payable by you under loan account no. 601807210175500 in favour of Kotak Mahindra Bank Ltd. (KMBL) along with all the rights, title, security interests, benefits,

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

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



financial documents, in the facilities granted by FIHFCL with other incidental right thereto including the assignment of the said facilities 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 assets 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 assets. KMBL has become the absolute owner of the said account and all right, title and interest in respect of outstanding amount pertaining to above said accounts is now vested with KMBL.

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 possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on **01.02.2024** in exercise of the powers conferred on him under Section 13 (4) of the SARFAESI Act read with Rules 8 & 9 of The Security Interest (Enforcement) Rules, 2002.
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) Rules, 2002 and on the basis of report of valuer, the Reserve Price of the Secured Asset as mentioned in Annexure "A" is fixed at Rs 53,00,000/- (Rupees Fifty Three Lakh 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 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 read 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 is basis & Whatever there is basis'**, unless we receive the entire outstanding amount i.e. **Rs. 51,49,047 (Fifty One Lakhs Forty Nine Thousand Forty Seven Rupees)** as of **14.02.2024** Along With Future Interest Applicable From **15.02.2024** and other charges accrued as per the terms and conditions of the loan agreement until payment in full as demanded in our notice, within the statutory period of 30 (Thirty) days, from the date of 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 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". 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 01:00 PM WITH UNLIMITED EXTENSION OF 5 MINUTES
3.	LAST DATE FOR SUBMISSION OF EMD WITH KYC IS	19.03.2024 UP TO 5:00 PM (IST)
4.	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD. 5 TH FLOOR, ADAMAS PLAZA, KALINA, SANTA CRUZ EAST, BEHIND HARE KRISHNA HOTEL, MUMBAI-400098
5.	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE https://bankauctions.in





Kotak Mahindra Bank

7. Please treat this notice as Notice under Rule 8(5) read 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.
8. The borrower's attention is invited to the provisions of sub section 8 of section 13, of the SARFAESI act, in respect of the time available, to redeem the secured asset.
9. 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.

For Kotak Mahindra Bank Limited

Authorized Officer



ANNEXURE - "A"

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF MORTGAGE PROPERTY	RESERVE PRICE FIXED (RS.) & EMD (RS.)
<p>1. MRS. NISHA PRASAD GHOLAP 2. MR. PRASAD KANTARAM GHOLAP 3. SHREE CHAMUNDA ENTERPRISES 4. MR. PRASHANT SHELATKAR 5. MR. DHARMESH MISTRY</p> <p>LOAN NO: - 601807210175500</p>	<p>Rs. 51,49,047 (Fifty One Lakh Forty Nine Thousand Forty Seven Rupees) AS OF 14.02.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 15.02.2024 ALONG WITH ALL COST, CHARGES & EXPENSE UNTIL PAYMENT IN FULL.</p>	<p>ALL THAT PIECE AND PARCEL OF FLAT NO.1203, 12TH FLOOR, BUILDING NO.1, MADHAV,VASUDEV SKY HIGH COMPLEX, VILLAGE NAVGHAR, BHAYANDAR (EAST).</p> <p>POSTAL ADDRESS: - ALL THAT PIECE AND PARCEL OF FLAT NO.1203, 12TH FLOOR, BUILDING NO.1, MADHAV,VASUDEV SKY HIGH COMPLEX, VILLAGE NAVGHAR, BHAYANDAR (EAST)-401107</p> <p>NAME OF THE MORTGAGOR: NISHA PRASAD GHOLAP AND PRASAD KANTARAM GHOLAP</p>	<p>RESERVE PRICE Rs 53,00,000/- Rupees Fifty Three Lakh Only)</p> <p>EMD- Rs. 5,30,000/- (Rupees Five Lakh Thirty Thousand Only)</p>



RL 2013010120 <201301>
RL A RU0243542151H
Counter No:1, CP-Code:CFER
To: NISHA,
BOMBAY GPO, PIN:400001
From: KOTAK MAHINDRA BANK LIMITED, MUMBAI
Wt:40grams,
PS:32.00, 17/02/2024, 11:25
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RU0243541751H
Counter No:1, CP-Code:CFER
To: SHREE CHANDRA,
BOMBAY GPO, PIN:400001
From: KOTAK MAHINDRA BANK LIMITED, MUMBAI
Wt:40grams,
PS:32.00, 17/02/2024, 11:26
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RU0243541891H
Counter No:1, CP-Code:CFER
To: PRASAD,
BOMBAY GPO, PIN:400001
From: KOTAK MAHINDRA BANK LIMITED, MUMBAI
Wt:40grams,
PS:32.00, 17/02/2024, 11:27
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RU0243541921H
Counter No:1, CP-Code:CFER
To: NISHA,
BOMBAY GPO, PIN:400001
From: KOTAK MAHINDRA BANK LIMITED, MUMBAI
Wt:40grams,
PS:32.00, 17/02/2024, 11:27
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RU0243542011H
Counter No:1, CP-Code:CFER
To: NISHA, PRASAD
BOMBAY GPO, PIN:400001
From: KOTAK MAHINDRA BANK LIMITED, MUMBAI
Wt:40grams,
PS:32.00, 17/02/2024, 11:28
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RU0243542291H
Counter No:1, CP-Code:CFER
To: PRASAD,
BOMBAY GPO, PIN:400001
From: KOTAK MAHINDRA BANK LIMITED, MUMBAI
Wt:40grams,
PS:32.00, 17/02/2024, 11:28
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RU0243542321H
Counter No:1, CP-Code:CFER
To: NISHA,
BOMBAY GPO, PIN:400001
From: KOTAK MAHINDRA BANK LIMITED, MUMBAI
Wt:40grams,
PS:32.00, 17/02/2024, 11:29
<<Track on www.indiapost.gov.in>>

