

Kotak Mahindra Bank

Registered Post

Dated: 16.04.2024

1. Jalaram Flexo Laminates Private Limited

(Borrower)

(CIN No. U25209MH1991PTC060818)

Through Its Director Mr. Vasantkumar Ratilal Khakkar

At:

Khasra No.201/1, Mouza Waddhamna ,Hingna Road District Nagpur, Maharashtra- 440023

2. Mr. Hardik Vasant Khakkhar S/o Mr. Vasant Ratilal Khakkar (Co-Borrower)

3. Mr. Vasantkumar Ratilal Khakkar S/O Mr. Ratilal Pragjibhaj Khakkar

(Co-Borrower)

4. Mrs. Renukaben Vasant Khakkar D/o Mr. Hiralal Vabram Mirani

(Co-Borrower)

All At:

24 Shivaji Nagar G-1 Vedant Residency, Opposite HDFC Bank, Cement Road Nagpur, Maharashtra- 440010

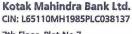
All Also At:

Khasra No. 201/1, Mouza Waddhamna, Tah Hingna, Nagpur, Maharashtra - 440023

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated 17.06.2019 issued by PNB Housing Finance Limited (hereinafter referred to as "PNBHFL") 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. NHL/NAG/0318/506216 wherein PNBHFL had called upon you to pay the dues of Rs. 11,99,22,486.20/- (Rupees Eleven Crore Ninety Nine Lakh Twenty Two Thousand Four Hundred Eighty Six and Twenty Paisa Only) due and payable as on 17.06.2019 along with future interest applicable from 18.06.2019 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by PNBHFL within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
- 2. PNBHFL has vide an assignment agreement dated 04.03.2023 ("Assignment Agreement") has assigned the debts due and payable by you in favour of Kotak Mahindra Bank Limited (hereinafter called KMBL/The Bank) along with all its rights, title, interests, benefits in the facilities granted by PNBHFL with other incidental right thereto including the assignment of



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

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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 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. KMBL has become the absolute owner of the said account(s) and all rights, title and interest in respect of the outstanding amount pertaining to above said account(s) 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 Authorized officer of PNBHFL has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 28.09.2019 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9. Thereafter PNBHFL has handed over the possession of the secured asset to bank on 08.05.2023.
- 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. On the basis of the report of the valuer, secured asset was put on auction on various date and lasty on 14.03.2024 by KMBL with the Reserve Price of Rs.5,20,00,000/- (Rupees Five Crore Twenty Lakh Only). However the said auction failed for want of bidders.
- 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. 5,20,00,000/- (Rupees Five Crore Twenty Lakh 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"** 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 the bank receives the entire outstanding amount i.e. Rs. 11,99,22,486.20/- (Rupees Eleven Crore Ninety Nine Lakh Twenty Two Thousand Four Hundred Eighty Six and Twenty Paise Only) as of 17.06.2019 along with future interest applicable from 18.06.2019 in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen days) from the date of the present notice. Please note that if in case auction scheduled herein fails for any reason whatsoever then the bank 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.



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7. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A" as per the below schedule:-

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	07.05.2024
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	06.05.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD 5 TH FLOOR, ADAMAS PLAZA 166/16 CST ROAD, KALINA, SANTACRUZ-EAST MUMBAI – 400098
5	MODE OF AUCTION	E-auction through website HTTP://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 the addressee 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 also 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(s).

For Kotak Mahindra Bank Limited

Authoriz



Kotak Mahindra Bank

ANNEXURE - "A"

Limited 2. MR. Hardik Vasant Khakkhar 3. MR. Vasant Range Betilel Khakhar
2 MD Vanantinuman Datilal Visalainan
3. MR. Vasantkumar Ratilal Khakkar
4. MRS. Renukaben Vasant Khakkar
NHL/NAG/0318/506216

Amount outstanding

Rs. 11,99,22,486.20/- (Rupees Eleven Crore Ninety Nine Lakh Twenty Two Thousand Four Hundred Eighty Six and Twenty Paisa Only) as of 17.06.2019 along with future interest applicable from 18.06.2019 until payment in full and other charges

Description of the Mortgaged property

All that piece and parcel of Eastern Portion Khasra No. 201/1, PSK No.06 Ward No.1, Mouza Waddhamna Village Wadhdhamna, Hingna to Waddhamna Road, Tehsil Hingna, Nagpur, Maharashtra-441110 and Western Portion Khasra No. 201/1, PSK No.6, Mouza Waddhamna, Village Waddhmana, Hingna to Waddhamna, Tehsil Hingna, Nagpur, Mahrashtra-441110.

Eastern Portion Bounded as:

East: Remaining Portion of Khasra No. 201 West: Remaining Portion of Khasra No. 201/1

North: Khasra No.198 South: Pandhan

Western Portion Bounded as:

East: Remaining Portion of Khasra No.201/1 West: Land of Shri Dongre & Pandhan

North: Khasra No.198 South: Pandhan

Name of the mortgagor: M/S Jalaram Flexo Laminates Private Limited Through its Director Mr. Vasantkumar Ratilalji Khakkar

Reserve Price (in INR) & EMD (in INR)

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Reserve price:	Rs. 5,20,00,000-/- (Rupees Five Crore Twenty Lakh Only)	•
EMD:	Rs.52,00,000/- (Rupees Fifty Two Lakh Only)	•



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