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13/2/24
Kotak Mahindra Bank

Registered Post

Dated: 13.02.2024

1. **MR. VINOD KESHAWRAO FULZELE** (BORROWER)
S/O MR. KESHAWRAO DASHARATRAO FULZELE
 2. **MRS. VARSHA VINOD FULZELE** (CO-BORROWER)
W/O MR. VINOD K FULZELE
 3. **M/S PANCHSHEEL PHOTO STUDIO** (CO-BORROWER)
THROUGH ITS PROPRIETOR MR. VINOD K FULZELE
AT:
H. NO 394, W. NO.10, HINGNA ROAD,
NAGPUR, MAHARASHTRA-441110
- BOTH 1 & 2 AT:**
PLOT NO.23, FLAT NO. F-1, LOTUS APARTMENT,
HINGNA CITY, HINGNA ROAD, NAGPUR,
MAHARASHTRA-441110

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **15.04.2021** issued by FULLERTON INDIA HOME FINANCE COMPANY LIMITED (hereinafter referred to as "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"), related to Loan Account No. 604707210243801 & 604707510244633 wherein FIHFCL had called upon you to pay the dues of **Rs. 30,97,006/- (Rupees Thirty Lakh Ninety Seven Thousand Six Rupees Only)** outstanding as on **15.04.2021** with further interest applicable from **16.04.2021** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by FIHFCL within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. **FIHFCL** has vide an assignment agreement dated **28.03.2023** 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 **FIHFCL** 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 **FIHFCL** and all right, title and interest of **FIHFCL** 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 Authorized officer of **FIHFCL** has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 30.12.2023 in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rules 8 & 9.

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.



4. After taking possession of the secured assets, 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, auction of the Secured Assets as mentioned in Annexure "A" has now fixed at the Reserve Price of Rs. 18,50,000 (Rupees Eighteen Lakh Fifty Thousand 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 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 after a period of 30 (Thirty) 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. 32,00,409/- (Rupees Thirty Two Lakh Four Hundred Nine 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 30 (Thirty) 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.
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	21.03.2024
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	20.03.2024 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/

7. Please treat this notice as Notice under Rule 8 Clause (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 said secured asset.
8. Post the expiration of the said 30 (Thirty) 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.
9. 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.

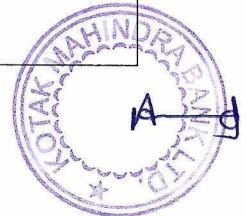
For Kotak Mahindra Bank Limited

Authorized Officer



ANNEXURE - "A"

NAME OF THE BORROWERS & ACCOUNT NO.	AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1. VINOD KESHAWRAO FULZELE 2. VARSHA VINOD FULZELE 3. M/S PANCHSHEEL PHOTO STUDIO LOAN ACCOUNT NO. 604707210243801 & 604707510244633	Rs. 32,00,409/- (Rupees Thirty Two Lakh Four Hundred Nine 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 R.C.C STRUCTURE CONSISTING OF A RESIDENTIAL UNIT HAVING FLAT/APARTMENT NO F-1, SITUATED ON THE FIRST FLOOR, HAVING TOTAL SUPER BUILT UP AREA OF 74.88 SQ.MTRS TOGETHER WITH UNDIVIDED PROPORTIONATE SHARE IN LAND 21.81% IN THE SAID PLOT NO.23, IN THE SCHEME OF DEVELOPER BY NAME "LOTUS", ADMEASURING ABOUT 228 SQ.MTRS. SITUATED IN LAYOUT OF KHASRA NO.141, ADMEASURING ABOUT 1.58 H.R (15800 SQ.MTRS) LAND REVENUE 6.25, P.H NO 49, SITUATED AT MOUZA HINGNA TAHSIL HINGNA, DISTRICT NAGPUR, MAHARASHTRA. BOUNDARIES NORTH: ROAD SOUTH: OTHER LAYOUT EAST: PLOT NO.24 WEST: PLOT NO.22	RS.18,50,000/- (Rupees Eighteen Lakh Fifty Thousand Only) EMD RS. 1,85,000/- (Rupees One Lakh Eighty Five Thousand Only)



भारतीय डाक



India Post

SL 2013010120 <201301>
RL A RU024365527IN
Counter No:1, CP-Code:PER
To:VINDO,
NAGPUR CPO, PIN:440001
From:KOTAK MAHINDRA BANK LTD , MIDC
Wt:40grams,
PS:32.00, ,14/02/2024 ,09:15
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

SL 2013010120 <201301>
RL A RU024365500IN
Counter No:1, CP-Code:PER
To:VARSHA VINDO,
NAGPUR CPO, PIN:440001
From:KOTAK MAHINDRA BANK LTD , MIDC
Wt:40grams,
PS:32.00, ,14/02/2024 ,09:15
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

SL 2013010120 <201301>
RL A RU024365513IN
Counter No:1, CP-Code:PER
To:PAVITRAHEEL,
NAGPUR CPO, PIN:440001
From:KOTAK MAHINDRA BANK LTD , MIDC
Wt:40grams,
PS:32.00, ,14/02/2024 ,09:16
<<Track on www.indiapost.gov.in>>