



Kotak Mahindra Bank

Registered Post

Dated: 02.01.2024

1. **MR. NARESH VASANT DALVI** (BORROWER)
S/O MR. VASANT GANPAT DALVI
2. **MRS. KAVITA NARESH DALVI** (CO-BORROWER)
W/O MR. NARESH VASANT DALVI
3. **M/S INDRAYANI TEXTILES** (CO-BORROWER)
THROUGH ITS PROPRIETOR MR. NARESH VASANT DALVI
AT:
GALA NO.01, 1ST FLOOR, SHELEKE
PLAZA, OPP COURT, MURBAD,
THANE, MUMBAI- 421401.

1 & 2 AT:
KEDURLI POST- SASANE TAL-
MURBAD KEDURLI THANE
MAHARASHTRA- 421401.

ALL AT:
FLAT NO.103, 1ST FLOOR, SAI KRUPA
BUILDING, PLOT NO. 61/62, TONDLIKAR
NAGAR, OPP. MANGAL MURTI BUILDING,
MURBAD, THANE, MUMBAI- 421401.

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 03.11.2022 issued by Kotak Mahindra Bank Ltd. (hereinafter referred to as "KMBL") 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. **HL/0235/H/17/100030** wherein KMBL had called upon you to pay the dues of **Rs.18,99,134/- (Rupees Eighteen Lakh Ninety Nine Thousand One Hundred Thirty Four Only)** due and payable as on **02.11.2022** along with future interest applicable from **03.11.2022** until payment in full (hereinafter referred as the "**Outstanding Amount**") and payable by you all under the facilities granted by PHFL within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. PHFL has vide an assignment agreement dated 23.03.2022 ("**Assignment Agreement**") 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 PHFL 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 PHFL and all right, title and interest of PHFL in respect of Outstanding Amount is now vested with The Bank.



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.



- 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 KMBL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 29.11.2023 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 18.07.2023, passed by Hon'ble Additional District Judge Magistrate, Thane, under Section 14 of the said SARFAESI Act.
- 4. 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 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 BASIS & WHATEVER THERE IS BASIS"**, unless we receive the entire outstanding amount i.e. **Rs 21,35,349/- (Rupees Twenty One Lakh Thirty Five Thousand Three Hundred Forty Nine Only)** as 02.01.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 03.01.2024 until payment in full and other charges as demanded in the instant 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.
- 5. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A".

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	15.02.2024
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	14.02.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD. 5th Floor, Adamas Plaza, 166/16, CST Road, Kalina, Santacruz (E) Mumbai - 400098
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTP://BANKAUCTIONS.IN/

- 6. Please treat this notice as Notice under Rule 8(5) 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.
- 7. 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.
- 8. The borrower's attention is invited to the provisions of sub section 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. MR. NARESH VASANT DALVI 2. MS. KAVITA NARESH DALVI 3. M/S INDRAYANI TEXTILES LOAN NO. HL/0235/H/17/100030	Rs 21,35,349/- (Rupees Twenty One Lakh Thirty Five Thousand Nine Only) AS OF 02.01.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 03.01.2024 UNTIL PAYMENT IN FULL.	ALL THAT PIECE AND PARCEL OF MORTGAGED PROPERTY OF FLAT NO. 103, 1 ST FLOOR SAI KRUPA BUILDING, PLOT NO.61/62, TONDILKAR NAGAR, OPP. MANGAL MURTI BUILDING MURBAD, THANE- 421401 PROPERTY BOUNDED AS UNDER: EAST : 20 FEET WIDE INTERNAL ROAD WEST : OPEN PLOT NORTH : ROW HOUSE SOUTH : 20 FEET WIDE INTERNAL ROAD NAME OF THE MORTGAGOR: MR. NARESH VASANT DALVI & MRS. KAVITA NARESH DALVI	RESERVE PRICE Rs. 16,50,000/- (RUPEES SIXTEEN LAKH FIFTY THOUSAND ONLY) EMD: RS. 1,65,000/- (RUPEES ONE LAKH SIXTY FIVE THOUSAND ONLY)



RL 1100910199 <110091>
RL A RD977800758IN
Counter No:1,OP-Code:1
To:NARESH VASANT DALVI,
THANE, PIN:421401
From:KOTAK MAHINDRA BANK LIMITED.. , 201313
Wt:25grams,
Amt:32.00 ,05/01/2024 ,09:47
<<Track on www.indiapost.gov.in>>



RL 1100910199 <110091>
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Counter No:1,OP-Code:1
To:NARESH VASANT DALVI,
THANE, PIN:421401
From:KOTAK MAHINDRA BANK LIMITED.. , 201313
Wt:25grams,
Amt:32.00 ,05/01/2024 ,09:48
<<Track on www.indiapost.gov.in>>



RL 1100910199 <110091>
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Counter No:1,OP-Code:1
To:KAVITA NARESH DALVI,
THANE, PIN:421401
From:KOTAK MAHINDRA BANK LIMITED.. , 201313
Wt:25grams,
Amt:32.00 ,05/01/2024 ,09:47
<<Track on www.indiapost.gov.in>>



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To:KAVITA NARESH DALVI,
THANE, PIN:421401
From:KOTAK MAHINDRA BANK LIMITED.. , 201313
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<<Track on www.indiapost.gov.in>>



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THANE, PIN:421401
From:KOTAK MAHINDRA BANK LIMITED.. , 201313
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Amt:32.00 ,05/01/2024 ,09:48
<<Track on www.indiapost.gov.in>>



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Counter No:1,OP-Code:1
To:INDRAYANI TEXTILES,
THANE, PIN:421401
From:KOTAK MAHINDRA BANK LIMITED.. , 201313
Wt:25grams,
Amt:32.00 ,05/01/2024 ,09:49
<<Track on www.indiapost.gov.in>>

