

Sh'0 1/2/24



## Kotak Mahindra Bank

#### Registered Post

Dated: 01.02.2024

MRS. NANDINI DATTATRAY MASKE.
 W/O MR. DATTATRAY S. MASKE
 M/S SHIVANI COLLECTION THROUGH ITS PROPRIETOR

(BORROWER)

2. MR. DATTATRAY SADASHIV MASKE S/O MR. SADASHIV MASKE

(CO-BORROWER)

#### BOTH AT:

SERVEY NO. 207, CHOURANG TERACE, B-WING, FLAT NO. 18, TUKAJ DARSHAN, HADAPSAR, NEAR ANGUR HOTEL, OPPOSITE LAIDING CENTER, PUNE- 411028

#### BOTH ALSO AT:

SERVEY NO.13, SATAVWADI HADAPSAR, SRAMIK COLONY, NEAR SRAYA CLASSES, PUNE- 411028

Dear Sir/Madam,

#### Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to Demand Notice dated 10.12.2013 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "The Bank") 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. 12439054 & 12440160 wherein we had called upon you to pay the dues of Rs. 19,91,396/- (Rupees Nineteen lakh Ninety One Thousand Three hundred Ninety Six Only) due and payable as on 04.12.2013 with further interest per annum from 05.12.2013 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by CitiFinancial consumer Finance India Ltd. (CCFIL) within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
- 2. CCFIL has vide an assignment agreement dated 31.10.2012 ("Assignment Agreement") has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, interests, benefits in the facilities granted by CCFIL 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 CCFIL and all right, title and interest of CCFIL 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 Authorised officer of KMBL has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 09.10.2023 in exercise of the powers conferred on him under Section 13 (4) of the SARFAESI Act read with Rules 8 & 9 and in pursuance of order dated 30.06.2023, passed by District Magistrate, Pune under Section 14 of the SARFAESI Act.
- 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

Kotak Mahindra Bank Ltd. 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.





## Kotak Mahindra Bank

Price of Rs. 22,00,000/- (Rupees Twenty Two 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 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, 2002 after a period of 30 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. 35,68,552/-(Rupees Thirty Five Lakh Sixty Eight Thousand Five Hundred and Fifty Two Only) as on 01.02.2024 alongwith future interest applicable from 02.02.2024 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".

S.NO.	PARTICULARS DATE OF AUCTION	DETAILS		
1		12.03.2024		
2	TIME OF AUCTION	12:00 PM TO 1:00 PM WITH UNLIMITED EXTENSION OF 5 MINUTES		
3	LAST DATE FOR SUBMISSION OF EMD WITH KYC IS	<b>11.03.2024</b> UP TO 5:00 PM (IST.)		
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., Zone-2 Nyati Unitree, 4th Floor, Yerwada, Pune Nagar Highway, Pune – 411006		
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE  https://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



# Kotak Mahindra Bank

### ANNEXURE - "A"

Name of the Borrowers & Account No.	Amount outstanding	Description of the Mortgaged properties	Reserve Price fixed (Rs.) & EMD (Rs.)
1.MRS. NANDINI DATTATRAY MASKE W/O MR. DATTATRAY S. MASKE M/S SHIVANI COLLECTION THROUGH ITS PROPRIETOR  2. MR. DATTATRAY SADASHIV MASKE S/O MR. SADASHIV MASKE  LOAN NO. 12439054 & 12440160	Rs. 35,68,552/- (Rupees Thirty Five Lakh Sixty Eight Thousand Five Hundred and Fifty Two Only) as of 01.01.2024. alongwith future interest applicable from 02.01.2024 until payment in full with cost and charges.	ALL THAT PIECE AND PARCEL OF THE IMMOVABLE PROPERTY BEARING FLAT NO. 18 IN THE BUILDING NO. B ON 4TH FLOOR ADMEASURING 741 SQ. FTS. I.E. 68.86 SQ. MTRS. BUILT UP AREA IN THE BUILDING KNOWN AS "CHAURANG TERRACE" CONSTRUCTED ON THE PLOT OF LAND BEARING S. NO. (OLD) 168 NEW NO. 207 HISSA NO. 1+2A/1 ADMEASURING PLOT AREA 01 H 37.12 R SITUATED IN THE SUB-REGISTRATION DISTRICT PUNE TALUKA	Reserve Price: Rs. 22,00,000/- (Rupees Twenty Two Lakh only)  EMD: Rs. 2,20,000/- (Rupees Two Lakh Twenty-Two Thousand only)
		HAVELI WITHIN THE LIMITS OF THE ZILLA PARISHAD PUNE, REVENUE VILLAGE PHURSUNGI.  POSTAL ADDRESS: - SR. NO. 207, CHOURANG TERACE, B-WING, FLAT NO 18, TUKAI DARSHAN, HADAPSAR, NEAR ANGUR HOTEL, OPP. LAIDING CENTERE, PUNE – 411028.	
		NAME OF THE MORTGAGER: MRS. NANDINI DATTATRAY MASKE W/O MR. DATTATRAY S. MASKE & MR. DATTATRAY SADASHIV MASKE S/O MR. SADASHIV MASKE	

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www.kotak.com



RL 1100950168 (110095) RL A RDXXX480578IN Counter Mo:1,CP-Code:001 To:MANDINI DATTATRAY,



FUNE HO, FIN:411001 From:KOTAK NATINDRA BANK LTD , MDIDA 201313 Wt:40grams, Amt:32.00 ,02/02/2024 ,10:27 <<Track on www.indiapost.gov.in>>

RL 1100950168 (110095)
RL A FD0054304591H
Counter Mos1,(P-Code:001
To:NATTATRAY,



FIME HU, PIN:411001
From:KUTAK MAHINEKA RAWK LTD , MDIDA 201313
Wt:40grams,
Amt:32.00 ,02/02/2024 ,10:27
<<Track on www.indiapost.gov.in>>

Fd. 1100950168 (110095) RL A RD005480330IM Counter Mo:1,4P-Code:001 To:MANDINI,



Fi. 1100950168 <110095>
Fi. A RD0054805811N
Counter No:1,CP-Code:001
To:1ATTATRAY,



FIME HG, PIN:411001 From:KOTAK MAHIMERA BANK LTD , MOTOA 201313 Wt:40grams, Amt:32.00 ,02/02/2024 ,10:27 <<Track on www.indiapost.gov.in>>