



Registered Post

Kotak Mahindra Bank

Dated: 10.10.2022

1. **MR. SOMNATH SHANKER KUNDE**
S/O MR. SHANKER DAGDU KUNDE
2. **MRS. ARCHANA KUNDE**
W/O MR. SOMNATH SHANKER KUNDE

BOTH AT
PLOT NO.-2, VRUNDAVAN COLONY, KRANTI NAGAR,
MAKHAMALABAD ROAD, PANCHVATI, NASHIK,
MAHARASHTRA-422003.

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **29.06.2020** 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. **PR00487061 & PR00469976** wherein we had called upon you to pay the dues of **Rs. 45,60,694.48/- (Rupees Forty Five Lakh Sixty Thousand and Six Hundred Ninety Four and Fourty Eight Paise forty Eight Only)** due and payable as on **29.06.2020** with further interest per annum from **30.06.2020** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by **Small Business Fincredit India Pvt. Ltd. (SBFC)** within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. SBFC) has vide an assignment agreement dated **14.03.2019** ("**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 SBFC 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 SBFC and all right, title and interest of SBFC 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 the Bank has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 23/08/2022 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 27/01/2022, passed by Ld. Chief Judicial Magistrate, Nashik under Section 14 of the said SARFAESI Act.

Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No.7

Sector-125, Noida - 201 313

Uttar Pradesh

T +91 0120 6173761

www.kotak.com

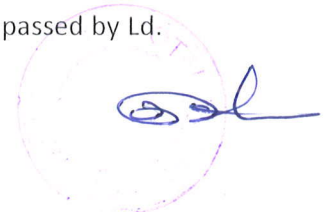
Registered Office:

27 BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai 400051,

Maharashtra, India.



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 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 alongwith interest 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
5. 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	18.11.2022
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	17.11.2022 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., PAYAS 1ST FLOOR, OPP- BYK COLLAGE, THATTE NAGAR ROAD , NASHIK 422005.
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE https://bankauctions.in/

6. 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.
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 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 Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No.7

Sector-125, Noida - 201 313
Uttar Pradesh

T +91 0120 6173761
www.kotak.com

Registered Office:

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

ANNEXURE – “A”

Name of the Borrowers & Account No.	Amount outstanding	Description of the Mortgaged properties	Reserve Price fixed (Rs.) & EMD (Rs.)
<p>1. MR. SOMNATH SHANKER KUNDE S/O MR. SHANKER DAGDU KUNDE</p> <p>2. MRS. ARCHANA KUNDE W/O MR. SOMNATH SHANKER KUNDE</p> <p>BOTH AT: PLOT NO.-2, VRUNDAVAN COLONY, KRANTI NAGAR, MAKHAMALABAD ROAD, PANCHVATI, NASHIK, MAHARASHTRA-422003.</p> <p>Loan No. PR00487061 & PR00469976</p>	<p>RS. 56,79,893.68/- /-(RUPEES FIFTY SIX LAKHS SEVENTY NINE THOUSAND EIGHT HUNDRED NINETY THREE AND PAISA SIXTY EIGHT ONLY) AS OF 10.10.2022 ALONG WITH FUTURE INTEREST APPLICABLE FROM 11.10.2022 UNTIL PAYMENT IN FULL WITH COST AND CHARGES.</p>	<p>ALL THE PIECE AND PARCEL OF THE PROPERTY PLOT NO. 2. OUT OF SURVEY NO 9A/1B+2/1B, AREA 147.15 SQ MTS SQ F.T SITUATED AT MAKHMALABAD ROAD, TAL-DIST NASHIK – 422003</p> <p>BOUNDARIES AS PER LEGAL SEARCH EAST BY: PLOT NO.3 WEST BY: PLOT NO. 1 NORTH BY: LAND OF SHRI GAIKWAD SOUTH BY: COLONYROAD'</p> <p>NAME OF THE MORTGAGOR: MR. SOMNATH SHANKER KUNDE S/O MR. SHANKER DAGDU KUNDE</p>	<p>Rs. 38,00,000/- (Rupees Thirty Eight Lakh only)</p> <p>EMD: Rs. 3,80,000/- (Rupees Three Lakh Eighty Thousand only)</p>



RL 1100510171 <110051>
RL A RD798006551IN
Counter No:1,CP-Code:DSF
To:SONNATH SHANKAR,MAHAPALABAD RD
MAHARASHTRA, PIN:422003
From:KOTAK MAHINDRA BANK , SECTOR 125 NOIDA
Wt:30grams,
Amt:27.00 ,11/10/2022 ,12:17
<<Track on www.indiapost.gov.in>>



RL 1100510171 <110051>
RL A RD798006675IN
Counter No:1,CP-Code:DSF
To:ARCHANA KUNDE,MAHAPALABAD RD
MAHARASHTRA, PIN:422003
From:KOTAK MAHINDRA BANK , SECTOR 125 NOIDA
Wt:30grams,
Amt:27.00 ,11/10/2022 ,12:17
<<Track on www.indiapost.gov.in>>

