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22/5/24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 22.05.2024

1. **Mr. Deep Manish Misal**  
**S/o Mr. Manish Dattatray Misal**

(Borrower)

**At:**  
**M/S Trimurti Enterprise**  
**Through its proprietor**  
Laxmi Karanja, Chitale Road  
Shikshak Bank, Ahmednagar,  
Maharashtra- 414001

2. **Mrs. Aarti Deep Misal**  
**W/o Mr. Deep Manish Misal**

(Co-borrower)

**At:**  
**M/S J M Enterprises**  
**Through its proprietor**  
Shop No.6, Padmaja Complex,  
Gulmohar Road, Savedi,  
Ahmednagar, Maharashtra- 414003

3. **Mr. Manish Dattatraya Misal**  
**S/o Mr. Dattatray Mahadev Misal**

4. **Mr. Jay Manish Misal**  
**S/o Mr. Manish Dattatray Misal**

(Co-borrower)

(Co-borrower)

**1 to 4 At:**  
Flat no.203, Landmark Avenue,  
Shilavihar, Gulmohar Road,  
Near Mahendra showroom,  
Savedi, Ahmednagar, Maharashtra- 414003

5. **M/s Soft Infotech Services**  
**Through its proprietor Mr. Deep Manish Misal**

(Co-borrower)

**At:**  
Shop No. 4, Gulmohar Road,  
Near Padmaja Complex, Savedi,  
Ahmednagar, Maharashtra- 414003

**All At:**  
CTS No. 792(P) Eastern Side &  
793(P) South-East Corner &  
West North Corner Sarjepura,  
Ahmednagar- 414001



**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](http://www.kotak.com)

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



Kotak Mahindra Bank

Dear Sir/Madam,

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

1. We refer to Demand Notice dated **08.04.2021** 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. 602107510616760 & 602139510728586 wherein **FIHFCL** had called upon you to pay the dues of Rs. 71,92,872/- (Rupees Seventy One Lakh Ninety Two Thousand Eight Hundred Seventy Two Only) outstanding as on 30.03.2021 with further interest applicable from 31.03.2021 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you 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** ("**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 the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by FIHFCL with other incidental right thereto including the assignment of the said facility 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 outstanding amount pertaining to above said account(s) is now vested with 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 KMBL has taken Physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Asset**") on 29.04.2024 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9 and in pursuance of order dated 07.03.2022 passed by Hon'ble Additional District Magistrate, Ahmednagar under Section-14 of the said SARFEASI Act.
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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.80,00,000/- (Rupees Eighty 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 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 on 'as is where is basis & As is what is basis & whatever there is basis'**, unless the bank receives the entire outstanding amount i.e.,

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## Kotak Mahindra Bank

Rs.1,13,50,829/- (Rupees One Crore Thirteen Lakh Fifty Thousand Eight Hundred Twenty Nine Only) outstanding as on 22.05.2024 with further interest applicable from 23.05.2024 until payment in full and other charges as demanded in the said demand notice, within the statutory period of 30 (thirty) 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.

6. 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	28.06.2024
2	TIME OF AUCTION	12:00 p.m. to 01:00 p.m with unlimited extension of 5 minutes
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	27.06.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, - Zone-2 Nyati Unitree, 4 <sup>th</sup> Floor, Yerwada, Pune Nagar Highway, Pune - 411006.
5	MODE OF AUCTION	E-auction through website <b><a href="https://BANKAUCTIONS.IN/">HTTPS://BANKAUCTIONS.IN/</a></b>

7. Please treat this notice as notice under Rule 8 Clause (5) read with proviso to Rule 8 Clause (6) of the Security Interest (Enforcement) Rules, 2002 providing the addressee, a notice of 30 (thirty) days for sale of the 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

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**ANNEXURE - "A"**

<b>Name of the Borrowers &amp; Loan Account No.</b>	
Name of the borrowers	1. Mr. Deep Manish Misal 2. Mrs. Aarti Deep Misal 3. Mr. Manish Dattatraya Misal 4. Mr. Jay Manish Misal 5. M/S Soft Infotech Services
Loan account no.	602107510616760 & 602139510728586
<b>Amount outstanding</b>	
Rs. 1,13,50,829 /- (Rupees One Crore Thirteen lakh Fifty Thousand Eight Hundred Twenty Nine Only) outstanding as on 22.05.2024 with further interest applicable from 23.05.2024 along with all cost, charges & expenses until payment in full.	
<b>Description of the Mortgaged property</b>	
<b>Property No.1</b> All that piece and parcel of property bearing land area of 113.80 Sq.Mts of the Eastern side portion of CTS No. 792 having its total area of 204.8 Sq.Mtrs. situated in Ahmednagar City and within the local limits of Ahmednagar Municipal Corporation Ahmednagar.	
<b>Bounded as:</b>	
East by: Lane West by: Part of CTS NO.792 in possession of Shri Mantri North by: Part of CTS No.792 in possession of Shri Manish Dattary Misal South by: CTS NO. 791	
<b>Property No.2</b> All that piece and parcel of property bearing land area of 53.57 Sq.mtrs of the Eastern side portion of CTS No. 793 having its total area of 213.2 sq.mtrs situated in Ahmednagar city and within the local limits of Ahmednagar Municipal Corporation Ahmednagar.	
<b>Bounded as:</b>	
East by: Misal lane West by: part of CTS No 793 in possession of Shri Rathod North by: part of CTS No 793 in possession of Shri Lunkad South by: part of CTS No 792 in possession of Shri Manish misal	
<b>Name of the Mortgagor:</b> Mr. Deep Manish Misal	
<b>Reserve Price (in INR) &amp; EMD (in INR)</b>	
Reserve price:	Rs.80,00,000/- (Rupees Eighty Lakh Only).
EMD:	Rs. 8,00,000/- (Rupees Eight Lakh Only)

