



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 11.09.2024

1. **Mr. Sunil Dattaram Devrukhkar** (Borrower)
S/o Late Dattaram Devrukhkar
(As Legal Heir of Late Dattaram Ramchandra Devrukhkar & Late Sujata Sunil Devrukhkar)
2. **Mr. Sanjay Dattaram Devrukhkar** (Co-Borrower)
S/o Late Dattaram Devrukhkar
(As Legal Heir of Late Dattaram Ramchandra Devrukhkar)
3. **Mrs. Shobha Sanjay Devrukhkar** (Co-Borrower)
W/o Mr. Sanjay Dattaram Devrukhkar
4. **Mr. Dilip Dattaram Devrukhkar**
(As Legal Heir of Late Dattaram Ramchandra Devrukhkar)
At:
Block No.2, A-Wing, Siddhakala Apartment,
Mumbai – Goa Highway, Opposite Prant Office,
At Post Taluka Chiplun, District Ratnagiri
Maharashtra – 415605
1,2,3 & 4 ALSO AT:
Flat No.624, 6th Floor,
C-Wing, Shree Krupa CHSL,
Dr. Babasaheb Ambedkar Road,
Kalachowky, Chinchpokali (E) Mumbai-400033
5. **Mr. Prasad Sunil Devrukhkar**
(As Legal Heir of Late Sujata Sunil Devrukhkar)
At:
Room No. 503, 05th Floor, Seven Hills PG For Gents,
Opposite Chinmaya Public School, VGS Layout,
04th Cross Road, Ejipura, Bengaluru – 560047.
6. **Mr. Pranav Sunil Devrukhkar**
(As Legal Heir of Late Sujata Sunil Devrukhkar)
7. **Mrs. Deepika Rajesh Sonar**
(As Legal Heir of Late Sujata Sunil Devrukhkar)
At:
Room No. 1303, 13th Floor,
Madhukunj, Kannamwar Nagar No. 1,
Vikhroli (E), Mumbai – 400709
1,2, 3,5 & 6 At:
54, Ground Floor, A2,
Omkar, Dr. Babasaheb Ambedkar,
Path, Kalachowky, Mumbai- 400033

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.





Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated **14.11.2019** issued by **Kotak Mahindra Bank Limited (hereinafter referred to as "KMBL/The Bank")** 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. **PR00364839 & PR00374996** wherein we had called upon you to pay the dues of **Rs.36,31,293.87/- (Rupees Thirty Six Lakh Thirty One Thousand Two Hundred Ninety Three and Eighty Seven Paise Only)** due and payable as on **14.11.2019** along with future interest applicable from **15.11.2019** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by borrower and co-borrowers under the facilities granted by Karvy Financial Services Limited (hereinafter referred to as "KFSL") (Thereafter, KFSL transferred its entire business in favour of Mape Finserve Private Limited subsequently known as Small Business Fincredit India Private Limited (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 its rights, title, interests, benefits in the facilities granted by KFSL with other incidental right thereto including the assignment of the said facilities 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 the outstanding amount pertaining to above said account(s) 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 The KMBL has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 04.03.2023 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 29.09.2022 passed by Hon'ble Additional Chief Metropolitan Magistrate, Mumbai, under section 14 of the said SARFAESI Act.
4. After taking Physical possession of the secured asset, inspection was carried out by approved valuer in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002. On the basis of report of valuer, Secured Asset was put on auction on 22.06.2023 with the Reserve Price of Rs.56,00,000/- (Rupees Fifty Six Lakh Only). However the said auction failed for want of bidders. The Secured Asset was again put on auction on 31.08.2023 with the Reserve Price of Rs.56,00,000/- (Rupees Fifty Six Lakh Only). However the said auction also failed for want of bidders. The Secured Asset was again put on auction on 20.03.2024 with the Reserve Price of Rs.62,60,000/- (Rupees Sixty Two Lakh Sixty Thousand Only). However the said auction also failed for want of bidders. It is relevant to mention here that subsequent to the auction dated 31.08.2023 you addressee no. 1 and 2 had intimated the Bank about the death of Mr. Dattaram Devrukhkar and Mrs. Sujata Sunil Devrukhkar leading to impleading addressee no. 4 to 7 as noticee in the capacity of being the legal heirs of the deceased.





5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs.62,60,000/- (Rupees Sixty Two Lakh Sixty Thousand Only), below which the said secured asset will not be sold and which sale will be on “as is where is”, “as is what is basis” and “whatever there is basis”.
6. 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”** by public auction and/or any other methods as prescribed under the provisions of Rule 8 (5) of Security Interest (Enforcement) Rules, 2002 read with proviso to Rule 9(1) on the date specifically mentioned in the schedule herein below along with the existing encumbrances if any on **“as is where is”, “as is what is basis” & “whatever there is basis”**, unless the bank receives the entire outstanding amount i.e. **Rs.27,72,424.73/- (Rupees Twenty Seven Lakh Seventy Two Thousand Four Hundred Twenty Four and Seventy Three Paise Only)** as of **11.09.2024** along with future interest applicable from **12.09.2024** in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen 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.
7. 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	17.10.2024
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	16.10.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., ADAMAS PLAZA, 05 TH FLOOR, 166/16, CST ROAD, KALINA, SANTACRUZ (E), MUMBAI-400098.
5	MODE OF AUCTION	E-auction through website HTTP://BANKAUCTIONS.IN/

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) days for sale of the said secured asset.
9. Post the expiration of the said 15 (fifteen) 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.
10. The Borrower’s attention is also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).





Kotak Mahindra Bank

11. Should you have any representation to be made in response to this notice, please mark the same to Mr. Rupesh Pawar (Mob No. +918097895337) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh - 201313, E-mailID- rard.customercare@kotak.com only, in order to enable us to respond in time. Please note that we shall not be responsible for not responding to any of your representations made in response to this notice if the same is addressed to any other person or place.

For **Kotak Mahindra Bank Limited**



Authorized Officer



ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Sunil Dattaram Devrukhkar 2. Mr. Sanjay Dattaram Devrukhkar 3. Mr. Dattaram Devrukhkar (Since Deceased) 4. Mrs. Sujata Devrukhkar (Since Deceased) 5. Mrs. Shobha Devrukhkar
Loan account no.	PR00364839 & PR00374996
Amount outstanding	
Rs.27,72,424.73/- (Rupees Twenty Seven Lakh Seventy Two Thousand Four Hundred Twenty Four and Seventy Three Paise Only) as of 11.09.2024 along with future interest applicable from 12.09.2024 until payment in full and other charges	
Description of the Mortgaged property	
All that piece and parcel of the property Bearing Flat No. 624, area admeasuring 225 Sq. Ft. (Carpet Area), Situated on the 06 th Floor, in the Building of Shree Krupa CHSL Ltd., Being Lying and situated at Dr.Ambedker Road, Kalachowki, Chinchpokli (E), Mumbai - 400033. Postal Address:- Flat No. 624, 06 th Floor, 'C' Wing, Shree Krupa CHSL, Dr. Babasaheb Ambedkar Road, Kalachowky, Chinchpokali (E), Mumbai-400033.	
Name of the mortgagor: Mr. Dattaram Ramchandra Devrukhkar S/O Mr. Ramchandra	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 62,60,000/- (Rupees Sixty Two Lakh Sixty Thousand Only)
EMD:	Rs. 6,26,000/- (Rupees Six Lakh Twenty Six Thousand Only)

