



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 21.01.2025

1. M/S Vikas Cement Agency
Through Its Proprietor Mr. Jivaram Devasi
At:
Milkat No.1511, at Post Karegaon,
Pune Nagar Road, Tal: Shirur,
District Pune, Maharashtra- 412220

(Borrower)

2. Mr. Jivaram Hajariram Devasi
S/o Mr. Hajarilal Devasi
At:
House No.285, at Post Karegaon,
Tal: Shirur, District Pune, Maharashtra- 412208

(Co-Borrower)

Both At:
Milkat No.1835/38, 1835/39, 1835/40
& 1835/41, Karegaon, Tal Shirur,
District Pune, Maharashtra- 412210

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 14.09.2022 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**KMBL/ 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. 4Z1BLSEI798225 wherein we had called upon you to pay the dues of Rs.14,72,432/- (Rupees Fourteen Lakh Seventy Two Thousand Four Hundred and Thirty Two Only) outstanding as on 14.09.2022 with further interest applicable from 15.09.2022 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you under the facilities granted by Bajaj Finance Limited (hereinafter referred to as "BFL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. BFL has vide an assignment agreement dated **30.03.2022 ("Assignment Agreement")** has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by BFL 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 the KMBL has taken physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 29.02.2024 in exercise of the powers conferred on him under Section 13(4) of the said Act read with Rule 8 & 9 and in pursuance to order dated 30.06.2023 passed by Hon'ble Additional District Magistrate, Pune under section 14 of the said SARFAESI 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.13,00,000/- (Rupees Thirteen 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., Rs. 19,19,358/- (Rupees Nineteen Lakh Nineteen Thousand Three Hundred and Fifty Eight Only) outstanding as on 21.01.2025 with further interest applicable from 22.01.2025 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. *Please further note that the earlier Sale notice dated 13.01.2025 stands recalled with immediate effect and the contents of the present notice be read as our demand pertaining to the aforesaid loan account(s).*
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	05.03.2025
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	04.03.2025 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd,- Nyati Unitree, 4th Floor, Zone-II, Pune-Nagar Highway, Yerwada, Pune-411006.
5	MODE OF AUCTION	E-auction through website <u>HTTPS://BANKAUCTIONS.IN/</u>





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.
10. Should you have any representation to be made in response to this notice, please mark the same to Mr. Nilesh Desai (Mob No. +919822501623) & Mr. Sanjay Chavan (Mob No. +918655312059) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID- rard.customer@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. M/S Vikas Cement Agency 2. Mr. Jivaram Hajariram Devasi
Loan account no.	4Z1BLSEI798225
Amount outstanding	
Rs.19,19,358/- (Rupees Nineteen Lakh Nineteen Thousand Three Hundred and Fifty Eight Only) outstanding as on 21.01.2025 with further interest applicable from 22.01.2025 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of RCC Shops bearing Grampanchayat Milkat No. 1835/38, 1835/39, 1835/40, 1835/41, Ground Floor, Karegaon Taluka Shirur District, Pune- 412210, total area admeasuring 660 sq.ft.	
Name of the mortgagor: Mr. Jivaram S/o Mr. Hajariram Devasi	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.13,00,000/- (Rupees Thirteen Lakh Only)
EMD:	Rs.1,30,000/- (Rupees One Lakh Thirty Thousand Only)
List of Encumbrance (if any): Nil	

