

PNE LCRD/PNEL/ 228 /2024-25

Date: 29/10/2024

“Speed Post with AD”
“Without Prejudice”

To,

1. **Shri/Smt. Abhishek Laxman Kad, S/o Laxman Mahipat Kad**, Classic Construction, Flat Number C-5, Satara Road, Opposite Bharti Vidhyapeeth, Near Pizza Hut, Katraj, Survey Number 7/2/3a, Pune City, Katraj, Pune, Maharashtra, Pin-411046,
2. **Shri/Smt. Laxman Mahipat Kad, S/o Mahipat Balvant Kad**, Naygaon, Pune, Maharashtra, Pin-412104.

Notice for Sale of Vehicles Under Hypothecation

Sr. No.	Loan Account Number	Registration No./Model/Make
1	15026900001064	TATA MOTOR/ LPT 1616, Colour – Brick Red, Chassis No. MAT563041P7E11137, Engine No. 3.3LNGD11EWX514752, 2023 Model, Diesel, having Registration No. MH 12 VT 9297

Dear Sir/Madam,

The 1st of you as principal borrower and 2nd as guarantor/co-obligant/mortgagor availed:

- a) Commercial Vehicle Loan – II with number 15026900001064 of ₹24,50,000/- (Rupees Twenty-Four Lakh Fifty Thousand only) on 21.08.2023 for purchasing a new vehicle,

from the Federal Bank Limited, a company registered under the Companies Act, having its registered office at Aluva, Kerala **through its branch at Pune/Dhankawadi** (hereinafter referred to as ‘the bank’). In consideration thereof, you had jointly executed in favour of the Bank security agreements/documents etc. on the relevant date, whereby you have admitted and agreed to the terms and conditions of the said credit facility. To secure the due repayment of the said Facility, first of you had created security interest in favour of the Bank by way of hypothecation in respect of equipment/asset/vehicle as specifically mentioned in the said Loan Agreement (herein afterwards as “said equipment/asset/vehicle”).

2. As per terms of the Loan Agreement, the timely payment of the EMI’s is the essence of contract. Further, as per the terms and conditions of the said agreement, the bank has a legal right to take possession of the equipment/ asset/vehicle financed to you. You have committed default in payment of the EMI’s on due dates in violation of the terms and conditions of the Loan Agreement.

3. Considering the default on your part, you have voluntarily surrendered the vehicle to the bank on 25/07/2024. The undersigned being Authorised Officer of the Federal Bank Limited hereby informs you that a sum of **₹ 24,04,047 (Rupees Twenty Four Lakh Four Thousand Forty Seven Only)** is due from you jointly and severally as on **21/10/2024** along with other charges and all other fees/expenses as on the above date within 10 days from the date of this notice and take repossession of the said equipment/vehicle/ asset failing which Bank will be constrained to sell the vehicle on “AS IS WHERE IS”, “AS IS WHAT IS” and “WHATEVER THERE IS” condition on **18/11/2024 at 12:30 PM** or thereafter by way of private treaty or public auction, as per the below mentioned terms and conditions.

Description of Hypothecated Property	
1. TATA MOTOR/ LPT 1616, Colour – Brick Red, Chassis No. MAT563041P7E11137, Engine No. 3.3LNGD11EWX514752, 2023 Model, Diesel, having Registration No. MH 12 VT 9297	
Place of Auction & Availability of Tender Forms	The Federal Bank Ltd, LCRD/Pune Division, Pune /Warje Branch, JVA Mall, Shop No 3, Plot B, Wing D, Village Hingane Budruk, Karve Nagar, Warje, Pune, Maharashtra 411052

Terms and Conditions

- a. The reserve price below which the property will not be sold is,

	Reserve Price	EMD (10%)	Date and Time of Sale
For Property 1	₹13,00,000/- (Rupees Thirteen Lakh Only)	₹1,30,000/- (Rupees One Lakh Thirty-Five Thousand Only)	18 th of November 2024 at 12:30PM

- b. The intending purchasers shall submit /send to the undersigned their tender quoting the price offered by them in a sealed cover along with a Demand Draft favoring The Federal Bank Ltd. payable at Pune OR by RTGS/NEFT at following bank details as mentioned above being earnest money equivalent to 10 % of the Reserve Price of the property concerned, which is refundable if the tender is not accepted.

RTGS/NEFT Details

Name- The Federal Bank Ltd

A/c No-06080051030001

IFSC- FDRL0000608

Branch- LCRD Pune

- c. Tenders which are not duly sealed and are not accompanied by Demand Draft/RTGS/NEFT details as afore stated will be summarily rejected.
- d. The sealed covers containing tender shall reach the undersigned before **4.00 PM on 16th November 2024**.
- e. The intending purchasers shall be present before the undersigned at **The Federal Bank Ltd, LCRD/Pune Division, Pune /Warje Branch, JVA Mall, Shop No 3, Plot B, Wing D, Village Hingane Budruk, Karve Nagar, Warje, Pune, Maharashtra 411052** on **18th of November 2024** at **12:30 PM** when the tenders will be opened.
- f. After opening the tender, the intending bidders may be given opportunity at the discretion of the authorized officer to have, interse bidding among themselves to enhance the price.
- g. The successful bidder shall deposit 25% of the bid amount / sale price inclusive of the EMD immediately on acceptance of his tender/ offer by the Bank and the balance 75% within 15 days, failing which the entire deposit made by him shall be forfeited without any notice and the property concerned will be re-sold.
- h. All payments shall be made by way of Demand Draft/RTGS/NEFT drawn in favor of The Federal Bank Ltd. payable at Pune.
- i. The successful bidder shall bear the entire charges / fees payable for conveyance such as stamp duty, Registration fee, Property Tax, MSEB Charges etc. as applicable as per Law.

- j. To the best of knowledge and information of the Authorised Officer, no encumbrance exist over the property. **However, the intending bidders should make their own independent inquiries regarding the encumbrance, title of property put on auction and claims/rights/dues/affecting the property prior to submitting their bid.** The auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank. The property being sold with all the existing and future encumbrance whether known or unknown to the Bank. **The Authorised officer/secured creditor shall not be responsible in any way for any third-party claims/rights/dues.**
- k. The tenders offering price below the Reserve Price mentioned above will be rejected.
- l. The Authorized Officer has the absolute right to accept or reject the bid/ all or any tender including the highest tender or adjourn / postpone the sale without assigning any reason. The decision of the Authorized Officer/Bank shall be final.
- m. The intending purchasers can inspect the properties between **11.00 AM and 4.00 PM on 8th of November 2024** with prior appointment. The intending purchasers who wish to inspect the property and / or know further details / conditions may contact: **The Federal Bank Ltd, LCRD/Pune Division, Pune /Warje Branch, JVA Mall, Shop No 3, Plot B, Wing D, Village Hingane Budruk, Karve Nagar, Warje, Pune, Maharashtra 411052. For further details you may contact at +91-9309180037, +91-9421549524.**
- n. The buyer should satisfy himself/herself/itself as to the title, ownership, statutory approvals, extend etc of the property, before participation in the auction.
- o. This sale will attract the provisions of sec 194-IA of the income Tax Act.

Dated this the 30th of October 2024

For, The Federal Bank Ltd,

**Associate Vice President & Division Head
(Authorised officer)**

Vehicle MH12VT9297- parked at Suryoday Parking Yard, Katraj

