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30-7-24

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Kotak Mahindra Bank

Registered/ Speed Post

Dated: 30.07.2024

1. **Mr. Govind Gangaram Barode**
S/o Mr. Gangaram Barode
At:

(Borrower)

Rashtriya Chemical and Fertilisers Ltd,
Priya Darshan, Sion Trombey Road,
Chembur (East), Mumbai- 400074

2. **Mrs. Laxmi Govind Barode**
W/o Mr. Govind Gangaram Barode
Both At;

(Co-Borrower)

Flat No.201 & 202, Namhara Apartment,
Plot No.98, Sector-14, Koparkhairane,
Navi Mumbai- 400709

Both Also At:

Flat No.13, Building No.1, Type-II,
RCF Colony, Chembur (East),
Mumbai- 400074

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 27.07.2009 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**The Bank/KMBL**") 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. LBNMU00001036751 wherein we had called upon you to pay the dues of Rs. 22,71,384.20/- (Rupees Twenty Two Lakh Seventy One Thousand Three Hundred Eighty Four and Twenty Paise Only) outstanding as on 27.07.2009 with further interest applicable from 28.07.2009 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you under the facilities granted by ICICI Bank (hereinafter referred to as "ICICI Bank) within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. ICICI Bank has vide an assignment agreement dated **31.12.2007** ("**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 ICICI Bank 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

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.



possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Asset"**) on 19.06.2024 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 30.09.2016 passed by Hon'ble District Magistrate, Thane under section-14 of the said SARFAESI Act.

4. At the time of 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, auction of the Secured Assets as mentioned in Annexure "A" has now fixed at the the Reserve Price of Rs.23,00,000/- (Rupees Twenty Three 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.81,31,481/- (Rupees Eighty One Lakh Thirty One Thousand Four Hundred Eighty One Only) outstanding as on 30.07.2024 with further interest @ 24% from 31.07.2024 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	10.09.2024
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	09.09.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., KOTAK INFINITI, ZONE 2, 4TH FLOOR, BUILDING NO.21, INFINITY PARK, OFF WESTERN EXPRESS HIGHWAY, GENERAL A.K. VAIDYA MARG, MALAD - EAST, MUMBAI - 400 097
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.





Kotak Mahindra Bank

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



Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

7th Floor, Plot No.7

Sector-125, Noida

Uttar Pradesh - 201 313

Registered Office:

27 BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai 400051,

Maharashtra, India.

T +91 120 6173761

www.kotak.com

ANNEXURE - "A"

Name of the Borrowers & Loan Account No.	
Name of the borrowers	1. Mr. Govind Gangaram Barode 2. Mrs. Laxmi Govind Barode
Loan account no.	LBNMU00001036751
Amount outstanding	
Rs.81,31,481/- (Rupees Eighty One Lakh Thirty One Thousand Four Hundred Eighty One Only) outstanding as on 30.07.2024 with further interest @ 24% from 31.07.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of property bearing Flat No.202 on 2 nd Floor, Built-up area admeasuring 845 sq.ft., in the building known as "Namahra Apartment" Sector No.14, G.E.S Plot No.98, situated Village Goathan Expansion Scheme of "Koper Khairne" within the limits of Navi Mumbai Corporation, Navi Mumbai. Bounded As: East : Proposed 9 Mtr. Width Road West : Proppsed 22 Mtr.Green Belt North : Plot No.98 South : Plot No.97	
Name of the mortgagor: Mr. Govind Gangaram Barode	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 23,00,000/- (Rupees Twenty Three Lakh Only)
EMD:	Rs. 2,30,000/- (Rupees Two Lakh Thirty Thousand Only)
BID INCREMENT	Rs.50,000/- per multiple bids above the Reserve price given from initiation both for sole /competed biddings



RL 2013010120 <201301>
RL A RLK240K3663H
Counter No:1, (P-Code:0F+R
To:GOVIND,
SONWY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,31/07/2014 ,09:00
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RLK240K3647H
Counter No:1, (P-Code:0F+R
To:GOVIND,
SONWY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,31/07/2014 ,09:00
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RLK240K3648H
Counter No:1, (P-Code:0F+R
To:GOVIND,
SONWY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,31/07/2014 ,09:00
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RLK240K3670H
Counter No:1, (P-Code:0F+R
To:LAVNI,
SONWY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,31/07/2014 ,09:00
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>
RL A RLK240K3755H
Counter No:1, (P-Code:0F+R
To:LAVNI,
SONWY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,31/07/2014 ,09:00
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