

Kotak Mahindra Bank

Registered Post

Dated: 30.01.2024

AINDA

- 1. a. MR. GOVIND GANGARAM BARODE S/O. MR. GANGARAM BARODE FLAT NO. 13, BUILDING NO. 1, TYPE II, RCF COLONY, CHEMBUR, MUMBAI 400074
- 1. b. MR. GOVIND GANGARAM BARODE S/O. MR. GANGARAM BARODE RASHTRIYA CHEMICALS & FERTILIZERS LTD. CHEMICALS AND FERTILIZERS, PRIYADARSHANI, SION-TROMBAY ROAD, CHEMBUR, MUMBAI 400022
- 1. c. MR. GOVIND GANGARAM BARODE S/O. MR. GANGARAM BARODE FLAT NO. 201, 2ND FLOOR, NAMHARA APARTMENT, GAOTHAN EXPANSION SCHEME, PLOT NO. 98, SECTOR 14, KOPERKHAIRANE, NAVI MUMBAI 400709
- d. MR. GOVIND GANGARAM BARODE S/O. MR. GANGARAM BARODE FLAT NO. 202, 2ND FLOOR, NAMHARA APARTMENT, GAOTHAN EXPANSION SCHEME, PLOT NO. 98, SECTOR 14, KOPERKHAIRANE, NAVI MUMBAI 400709
- 2. MRS. LAXMI GOVIND BARODE FLAT NO. 13, BUILDING NO. 1, TYPE II, RCF COLONY, CHEMBUR, MUMBAI 400074

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- 1. We refer to our Demand Notice dated 27.07.2009 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. LBNMU00001036751 wherein we had called upon you to pay the total dues of Rs. 22,71,384.20/- (Rupees Twenty Two Lakh Seventy One Thousand Three Hundred Eighty Four and Twenty Paise only) as on 27.07.2009 alongwith future interest at the rate of 2% per month from 28.07.2009 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the loan facilities granted by ICICI Bank within 60 days from the date of the said Notice. You have since then failed and neglected to pay the outstanding amount as demanded.
- 2. ICICI 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, interests, benefits in the facilities granted by ICICI Bank with other incidental right thereto including the assignment of the said facilities along with the underlying securities. As per the said assignment agreement, The Bank 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. The Bank has been subrogated in place of ICICI Bank and all right, title and interest of ICICI Bank in respect of Outstanding Amount 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 Authorised officer of The Bank has taken physical possession

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.



Kotak Mahindra Bank

of the mortgaged property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 23.11.2023 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 30.09.2016 passed by the Hon'ble District Magistrate, Thane under Section 14 of the SARFAESI Act.

- 4. After taking possession of the secured assets, inspection was carried out by approved valuer in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 and on the basis of report of valuer, auction of the Secured Assets as mentioned in Annexure "A" has now fixed at the Reserve Price of Rs. 15,50,000/- (Rupees Fifteen Lakh Fifty Thousand 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 as mentioned in Annexure "A" annexed herewith 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 'as is where is basis & As is what is basis & Whatever there is basis', unless we receive the entire outstanding amount i.e. Rs. 79,26,238 /-{Rupees Seventy Nine Lakh Twenty Six Thousand Two Hundred Thirty Eight only) as 20.01.2024 alongwith future interest 21.01.2024 until payment in full and other charges as demanded in our notice, within the statutory period of 30 (Thirty) days, from the date of present notice and please take notice that if in case auction scheduled herein fails for any reason whatsoever then secured creditor may enforce security interest by way of sale through private treaty, at our discretion.
- 6. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure A". The auction shall be scheduled as under:

S.NO.	PARTICULARS	DETAILS		
1	DATE OF AUCTION	12.03.2024		
2	TIME OF AUCTION	12:00 PM TO 1:00 PM WITH UNLIMITED EXTENSION OF		
		5 MINUTES		
3	LAST DATE OF	11.03.2024 UPTO 6.00 PM IST		
	SUBMISSION OF			
	EMD WITH KYC			
4	PLACE OF	Kotak Mahindra Bank Ltd., (Kotak Infiniti, Zone 2,		
	SUBMISSION OF	4th Floor, Building No.21, Infinity Park, Off Western		
	DOCUMENTS	Express Highway, General A.K. Vaidya Marg, Malad –		
		East, Mumbai – 400 097)		
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE		
	G.	https://bankauctions.in/		

- 7. Please treat this notice as Notice under Rule 8 Clause (5) read with Rule 8(6) and its proviso, of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers a notice of 30 (Thirty) days for sale of the said 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 sub-section 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset.

For Kotak Mahindra Bank bimited

Kotak Mahindra Bank Ltd. CIN: L65110MH1985PLC038137



Kotak Mahindra Bank

ANNEXURE - "A"

Name of the Borrowers & Account No.	Amount outstanding	Description of the Mortgaged properties	Reserve Price fixed (Rs.) & EMD (Rs.)
1. MR. GOVIND GANGARAM BARODE S/O. MR. GANGARAM BARODE 2. MRS. LAXMI GOVIND BARODE W/O MR. GOVIND GANGARAM BARODE Loan No. LBNMU00001036751	Rs. 79,26,238 /- (Rupees Seventy Nine Lakh Twenty Six Thousand Two Hundred Thirty Eight only) as of 20.01.2024 along with future interest applicable from 21.01.2024 until payment in full with cost and charges.	ALL THAT PIECE AND PARCEL OF PROPERTYBEARING FLAT NO. 201 ADMEASURING BUILT UP AREA 425 SQ.FT ON 2ND FLOOR IN THE BUILDING KNOWN AS NAMAHRA APARTMENT SECTOR NO. 14 SITUATED AT VILLAGE GAOTHAN EXPANSION SCHEME OF 'KOPERKHAIRANE', WITHIN THE LIMITS OF NAVI MUMBAI MUNCIPAN CORPORATION, NAVI MUMBAI.	Reserve Price: Rs.15,50,000/- (Rupees Fifteen Lakh Fifty Thousand Only) EMD: Rs. 1,55,000/- (Rupees One Lakh Fifty Five Thousand Only)
		Name of the Mortgager: MR. GOVIND GANGARAM BARODE.	HINDRA BY

FIL 1100950168 (110095)
FIL A ROXOSA76644IN
Counter Mo:1,(P-Code:001
To:GOVIND GANJARAN, India Post
EXTRAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MIDA 201313
Wt:XXyrams,
Amt:12.00 ,31/01/2024 ,09:09

RL 1100750168 (110075) RL A RIXXX548X2551N Counter Mor1,(P-Code:001 To:COVIND GANGARAN,

<<pre><<Track on www.indiapost.gov.in>>



ROTEMY GPO., PIN:400001
From:KOTAK NWHIMORA BANK LTD , MOIDA 201313
Wt:30grams,
Amt:32.00 ,31/01/2024 ,09:09
<<Track on www.indiapost.gov.in>>

M. 1100750168 <1100750

M. A RD005480374IN

Counter Mo:1,(P-Code:001

To:MAVIND,

DOWNAY GFO, PIM:400001

FYOR:KOTAK MAKINERA BANK LTD, MOIDA 201313

Wt:330grams,

Ant:32.00 ,31/01/2024 ,09:09

<(Track on www.indispost.gov.in))

FR. 1100950168 (110095)

RL A ROXO54804931N

Counter No:1,GF-Code:001

To:GOVIND GANGARAM, India Post

ECHRAY GPO, PIN:400001

From:KOTAK MANIMDRA BANK LTD , NOIDA 201313

Wt:30grams,
Ant:32.00 ,31/01/2024 ,09:09

<Track on www.indiapost.gov.in>>

ML 1100950168 <110095>
RL A RD005480502DH
Counter Mo:1, IP-Code:001
To:LAXVI GIVIND,
ROMBAY GPO, PIN:400001
From:KOTAK MANIMORA BANK LTD , MIDA 201313
Wt:30grams,
Amt:32.00 ,31/01/2024 ,09:10
<<Track on www.indiapost.gov.in>>