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SWD  
19/2/24  
Kotak Mahindra Bank

Registered Post

Dated: 19.02.2024

1. (a) **MR. YOGESH PRABHAKAR AHIRE**  
FLAT NO - 101, HARBANSH APTS.,  
1ST, FLOOR, PLOT NO- 211,  
SECTOR NO- 2, SHIRVANE VILLAGE,  
NERUL, NAVI MUMBAI,  
TALUKA & DISTRICT THANE - 400706.

ALSO AT:

1. (b) **MR. YOGESH PRABHAKAR AHIRE**  
FLAT NO - 201, HARBANSH APTS.,  
2ND, FLOOR, PLOT NO- 211,  
SECTOR NO- 2, SHIRVANE VILLAGE,  
NERUL, NAVI MUMBAI,  
TALUKA & DISTRICT THANE. - 400706

ALSO AT:

1. (c) **MR. YOGESH PRABHAKAR AHIRE**  
FLAT NO - 301, HARBANSH APTS.,  
3RD FLOOR, PLOT NO- 211,  
SECTOR NO- 2, SHIRVANE VILLAGE,  
NERUL, NAVI MUMBAI,  
TALUKA & DISTRICT THANE - 400706.

ALSO AT:

1. (d) **MR. YOGESH PRABHAKAR AHIRE**  
2/56, 2ND FLOOR, SANGARJEET COLONY,  
B.P.T COLONY, WORLI GAON,  
MUMBAI-400018

ALSO AT:

1. (e) **MR. YOGESH PRABHAKAR AHIRE**  
BUILDING NO.211/8353,  
KANNAMWAR NAGAR-1,  
VIKHHOLI (EAST), Mumbai - 400083

2. (a) **MR. PRABHAKAR NAMDEV AHIRE**  
FLAT NO - 101, HARBANSH APTS.,  
1ST, FLOOR, PLOT NO- 211,  
SECTOR NO- 2, SHIRVANE VILLAGE,  
NERUL, NAVI MUMBAI,  
TALUKA & DISTRICT THANE - 400706.

ALSO AT:

2. (b) **MR. PRABHAKAR NAMDEV AHIRE**  
FLAT NO - 201, HARBANSH APTS.,  
2ND, FLOOR, PLOT NO- 211,  
SECTOR NO- 2, SHIRVANE VILLAGE,  
NERUL, NAVI MUMBAI,  
TALUKA & DISTRICT THANE - 400706.





ALSO AT:

2. (c) **MR. PRABHAKAR NAMDEV AHIRE**  
FLAT NO - 301, HARBANSH APTS.,  
3RD FLOOR, PLOT NO- 211,  
SECTOR NO- 2, SHIRVANE VILLAGE,  
NERUL, NAVI MUMBAI,  
TALUKA & DISTRICT THANE - 400706

ALSO AT:

- 2 (d) **MR. PRABHAKAR NAMDEV AHIRE**  
2/56,2ND FLOOR, SANGARJEET COLONY,  
B.P.T COLONY, WORLI GAON,  
MUMBAI-400018

ALSO AT:

- 2 (e) **MR. PRABHAKAR NAMDEV AHIRE**  
BUILDING NO.211/8353,  
KANNAMWAR NAGAR-1,  
VIKHROLI (EAST), MUMBAI - 400083

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 14.10.2015 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. LBMUM00000795496** wherein we had called upon you to pay the dues of **Rs. 63,50,630/- (Rupees Sixty Three Lakh Fifty Thousand Six Hundred Thirty Only)**, Due and Payable as of 13.10.2015 with interest @ 7.5 % p.a, from 14.10.2015 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by ICICI Bank Limited ( hereinafter called 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, 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 of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 09-08-2023 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 09-02-2017 passed by Hon'ble District Magistrate Court, District Thane, and order dated 27-07-2023 passed by the Bombay High Court 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) Rules, 2002 and on the basis of report of valuer, first auction of the Secured Asset as mentioned in Annexure "A" was conducted on 08-11-2023 with the Reserve Price of Rs. 57,10,000/- (Rupees Fifty Seven Lakh Ten Thousand Only) for each flat i.e. Flat no. 201 and Flat no. 301. However, the said auction failed for want of bidders.





5. Subsequent to the Assignment of loan account in its favour , for recovering its legal dues, The Bank is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Asset will not be sold and which sale will be on "as is where is and whatever 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 KMBL 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 read with proviso to Rule 9(1) after a period of 15 (Fifteen) days from the date of this notice along with the existing encumbrances if any "AS IS WHERE IS BASIS & AS IS WHAT BASIS & WHATEVER THERE IS BASIS", unless we receive the entire outstanding amount i.e. Rs. 88,50,786/- ( Rs. Eighty Eight Lakhs Fifty Thousand Seven Hundred Eighty Six only ) as of 15.02.2024 along with future interest applicable from 16.02.2024 and other charges as demanded in our notice, within the statutory period of 15 (Fifteen) 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, also as per its discretion.
7. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure-A".

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	19-03-2024
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	18-03-2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., (KOTAK INFINITI, ZONE 2, 4 <sup>TH</sup> 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 <a href="https://bankeauctions.com">https://bankeauctions.com</a>

8. Please treat this notice as Notice under Rule 8(5) and Proviso to Rule 9 (1) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers, a notice of 15 (Fifteen) days for sale of the secured asset.
9. Post the expiration of the said 15 (Fifteen) days, KMBL shall be entitled to sell the 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 invited to the provisions of sub section 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





**ANNEXURE - "A"**

Name of the Borrowers & Account No.	Amount outstanding	Description of the Mortgaged properties	Reserve Price fixed (Rs.) & EMD (Rs.)
<p>1. MR. YOGESH PRABHAKAR AHIRE 2. MR. PRABHAKAR NAMDEV AHIRE</p> <p>Loan No. <u>LBMUM00000795496</u></p>	<p>RS. 88,50,786/- (RUPEES EIGHTY EIGHT LAKH FIFTY THOUSAND SEVEN HUNDRED EIGHTY SIX ONLY) AS OF 15-02-2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 16-02-2024 UNTIL PAYMENT IN FULL WITH COST AND CHARGES.</p>	<p>1. Flat No. 201:- All that piece and Parcel of Flat No. 201, admeasuring 840 Sq. Fts. built up area on the 2nd Floor in the Harbansh Apartment building, constructed on the Plot No. 211, at Shirvane Village, Nerul, Navi Mumbai, Taluka &amp; District Thane.</p> <p>2. Flat No. 301:- All that Piece and Parcel of Flat No. 301, admeasuring 840 Sq. Fts built up area on the 3rd Floor in the Harbansh Apartment Building , constructed on the Plot No.211, at Shirvane Village, Nerul, Navi Mumbai, Taluka &amp; District Thane</p> <p><b>Name of Mortgagor:</b> Mr. Yogesh Prabhakar Ahire</p>	<p><b>Flat No. 201 Reserve Price</b> RS. 51,39,000/- (RUPEES FIFTY ONE LAKH THIRTY NINE THOUSAND ONLY)</p> <p>EMD: RS. 513900/ (RUPEES FIVE LAKH THIRTEEN THOUSAND NINE HUNDRED ONLY)</p> <p><b>Flat No. 301 Reserve Price</b> RS. 51,39,000/- (RUPEES FIFTY ONE LAKH THIRTY NINE THOUSAND ONLY)</p> <p>EMD: RS. 513900/- (RUPEES FIVE LAKH THIRTEEN THOUSAND NINE HUNDRED ONLY)</p> <p>BID INCREMENT WILL BE RS. 20,000/ (RS. TWENTY THOUSAND ONLY) ABOVE THE RESERVE PRICE</p>



RL 2013010120 <201301>  
RL A RU024361692IN  
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THANE H O, PIN:400601  
From:KOTAK MAHINDRA BANK , MUMBAI  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:34  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

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THANE H O, PIN:400601  
From:KOTAK MAHINDRA BANK , MUMBAI  
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PS:26.00, ,20/02/2024 ,09:34  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

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

भारतीय डाक



India Post

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From:KOTAK MAHINDRA BANK , MUMBAI  
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<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

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From:KOTAK MAHINDRA BANK , MUMBAI  
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<<Track on www.indiapost.gov.in>>

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India Post

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THANE H O, PIN:400601  
From:KOTAK MAHINDRA BANK , MUMBAI  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:35  
<<Track on www.indiapost.gov.in>>

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India Post

RL 2013010120 <201301>  
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Counter No:1, CP-Code:CFER  
To:PRASHANKAR,  
THANE H O, PIN:400601  
From:KOTAK MAHINDRA BANK , MUMBAI  
Wt:20grams,  
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<<Track on www.indiapost.gov.in>>

भारतीय डाक



India Post

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Counter No:1, CP-Code:CFER  
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THANE H O, PIN:400601  
From:KOTAK MAHINDRA BANK , MUMBAI  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:35  
<<Track on www.indiapost.gov.in>>

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India Post

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India Post

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