

PUBLIC NOTICE FOR AUCTION CUM SALE

Notice is hereby given for conducting sale by public auction, pursuant to the possession taken by the Authorised Officer of **Kotak Mahindra Bank Limited**, Under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) and in exercise of powers conferred under the rules of the Security Interest (Enforcement) Rules, 2002 to recover the outstanding amount from Two Loan Accounts bearing No. **HF37568390** and **HF37544377** amounting to **Rs. 98,85,561.30 (Rupees Ninety Eight Lakhs Eighty Five Thousand Five Hundred Sixty One and Paise Thirty Only)** and **1,14,08,570.34 (Rupees One Crore Fourteen Lakhs Eight Thousand Five Hundred Seventy and Paise Thirty Four Only)** respectively total aggregating to **Rs. 2,12,94,131.64 (Rupees Two Crore Twelve Lakh Ninety Four Thousand One Hundred Thirty One and Paise Sixty Four Only)** as on **13-05-2019**, together with interest thereon at the applicable rates plus the Bank is also entitled to get further interest as applicable w.e.f. 14-05-2019 till the realization of entire outstanding amount, incidental expenses, costs, charges etc. incurred till date of payment and/or realisation from the Borrower namely, **1) Annapoorneshwari Silks**, having address at: No.79, M Y J Tower, Infantry Road, Bangalore - 560001, **Also At:** No.79, 1st Floor, M Y J Tower, Infantry Road, Bangalore – 560001. **Also At:** 29, 2nd Floor, 12th Cross, Mahalakshmi Layout Main Road, Bangalore – 560086. 2. Mr. Mahalinge Nanjundappa Gowda, having address at: No. 10 Beereswara Nilaya Chirayu, 1st A Main Road, Ganganagar Extn, Bangalore - 560032. **Also At:** No. 39 5th Main Road, C P V Block, 2nd Cross, Ganganagar, Hebbala, Bangalore – 560032. **Also At:** Level 1-79 M Y J Towers Infantry Road, Bangalore-560001, **3. Mr. P Saravanakumar** having address at: No.22 1st Street Saraswathipuram, 1st Cross Road, Vidyaganapathi Road Shanthinagar, Bangalore - 560008, **Also At:** Sri Annapoorneshwari Silks, No. 79, M Y J Tower, Infantry Road, Bangalore-560001. **Also At:** #18, Sai Dyam, G Street, 6th Cross, Jogupalya, Bangalore-560008. 4. Mr. P Muthuselvan, having address at **Sri Annapoorneshwari Silks**, No 79, M Y J Tower, Bangalore-560001, Offers are invited by the undersigned in sealed cover for sale by auction of immovable properties on **“ASIS WHERE IS BASIS”** and **“AS IS WHAT IS BASIS”** as per the particulars given hereunder:

Description of Secured Asset	Reserve Price	EMD Amount
<p>Property No. E-402 (Loan Account No. HF – 37568390): SCHEDULE 'A' PROPERTY: All that piece and parcel of the immovable property comprising 3 items of converted land (converted to agricultural use to non-agricultural residential purpose vide order No. ALN-(ASH)-SR-210/2010-11, passed by the Spl. Deputy Commissioner (Rev) Bangalore District) forming contiguous plot, situated Kudlu Village, Sarjapura Hobli, Anekal Taluk, totally measuring 2 acres 32 guntas, as described in the Item No.1,2 & 3 hereunder.</p> <p>ITEM No. 1: All the piece and parcel of the immovable property comprising in converted land bearing No. 87/1 of Kudlu Village, Sarjapura Hobli, Anekal Taluk, measuring 1 acres 16 guntas; and bounded on: East by: Land in Sy No. 88/1; West by: Road; North by: Road; South by: Land in Sy No. 87/2 & 88/2, ITEM No. 2: All the piece and parcel of the immovable property comprising in converted land bearing No. 87/2 of Kudlu Village, Sarjapura Hobli, Anekal Taluk, measuring 39 Guntas; and bounded on: East by: Land in Sy No. 88/2, West by: Road; North by: Land in Sy No.87/1; South by: Land belonged to Doddamane Abbaiah, ITEM No. 3: All the piece and parcel of the immovable property comprising in converted land bearing No. 88/2 of Kudlu Village, Sarjapura Hobli, Anekal Taluk, measuring 18 guntas; and bounded on: East by: Portion of Same Sy No allotted to Nagaraja Reddy; West by: Land in Sy No. 87/2; North by: Land in Sy No.87/1; South by: Doddamane Abbaiah's property in Sy No. 86/1.</p> <p>SCHEDULE 'A' - (a) PROPERTY: All the piece and parcel of the immovable property being the portion of the land measuring 1,23,057 Sq.Ft., out of the entire project land comprising in Item No.1 to 3 of schedule 'A' Property herein above viz., (i) Sy no.87/1 measuring 1 acres 16 guntas (ii) Sy no.87/2 measuring 39 guntas (iii) Sy No.88/2 measuring 18 guntas situated in Kudlu Village, Sarjapura Hobli, Anekal Taluk, (totally measuring 2 acres 32 guntas or 1,23,057 Sq.Ft), having BBMP Khata No.54/Sy No.87/1, 87/2, 88/2, being the land appurtenant to the Club House and Commercial building which is as marked in the building plan proved by Bhruhat Bangalore Mahanagar Palike vide No. J.D.T.P/S/LP/59/2010-11, along with all rights of way, water, light, electricity, drainage, easmentary and other rights and appurtenant attached thereto.</p> <p>SCHEDULE 'B' PROPERTY: 656 Sq.Ft., undivided right, title and interest in the immovable property mentioned in Schedule 'A' Property.</p> <p>SCHEDULE 'C' PROPERTY: All that the Plot bearing Flat No. E402, in Fourth Floor, "E" Block, measuring super built of area of 2050 sq.ft, containing three Bed Rooms, together with RCC roofing, Vitrified Flooring, together with One Car Parking Space, including proportionate share in common area such as passage, lobbies, staircase, amenities etc., in the multi-storeyed residential building known as "N. D. PASSION ELITE", Constructed over Schedule 'A' Property.</p>	<p>₹.</p> <p>99,01,875.00 (Rupees Ninety Nine Lakh One Thousand Eight Hundred and Seventy Five Only)</p>	<p>₹.</p> <p>9,90,187.50/- (Rupees Nine Lakh ninety Thousand One Hundred and Eighty Seven and Paise Fifty Only)</p>

<p>Property No. B-402 (Loan Account No. HF – 37544377) : SCHEDULE 'A' PROPERTY: All that piece and parcel of the immovable property comprising 3 items of converted land (converted to agricultural use to non-agricultural residential purpose vide order No. ALN-(ASH)-SR-210/2010-11, passed by the Spl. Deputy Commissioner (Rev) Bangalore District) forming contiguous plot, situated Kudlu Village, Sarjapura Hobli, Anekal Taluk, totally measuring 2 acres 32 guntas, as described in the Item No.1,2 & 3 hereunder: ITEM No. 1: All the piece and parcel of the immovable property comprising in converted land bearing No. 87/1 of Kudlu Village, Sarjapura Hobli, Anekal Taluk, measuring 1 acres 16 guntas; and bounded on: East by: Land in Sy No. 88/1; West by: Road; North by: Road; South by: Land in Sy No. 87/2 & 88/2, ITEM No. 2: All the piece and parcel of the immovable property comprising in converted land bearing No. 87/2 of Kudlu Village, Sarjapura Hobli, Anekal Taluk, measuring 39 guntas; and bounded on: East by: Land in Sy No. 88/2; West by: Road; North by: Land in Sy No.87/1; South by: Land belonged to Doddamane Abbaiah, ITEM No. 3: All the piece and parcel of the immovable property comprising in converted land bearing No. 88/2 of Kudlu Village, Sarjapura Hobli, Anekal Taluk, measuring 18 guntas; and bounded on: East by: Portion of Same Sy No allotted to Nagaraja Reddy; West by: Land in Sy No. 87/2; North by: Land in Sy No.87/1; South by: Doddamane Abbaiah's property in Sy No. 86/1.</p> <p>SCHEDULE 'A' - (a) PROPERTY: All the piece and parcel of the immovable property being the portion of the land measuring 1,23,057 Sq.Ft., out of the entire project land comprising in Item No.1 to 3 of schedule 'A' Property herein above viz., (i) Sy no.87/1 measuring 1 acres 16 guntas (ii) Sy no.87/2 measuring 39 guntas (iii) Sy No.88/2 measuring 18 guntas situated in Kudlu Village, Sarjapura Hobli, Anekal Taluk, (totally measuring 2 acres 32 guntas or 1,23,057 Sq.Ft), having BBMP Khata No.54/Sy No.87/1, 87/2, 88/2, being the land appurtenant to the Club House and Commercial building which is as marked in the building plan proved by Bhruhat Bangalore Mahanagar Palike vide No. J. D. T. P/S/ /LP/59/2010-11, along with all rights of way, water, light, electricity, drainage, easmentary and other rights and appurtenant attached thereto.</p> <p>SCHEDULE 'B' PROPERTY: 656 Sq.Ft., undivided right, title and interest in the immovable property mentioned in Schedule 'A' Property.</p> <p>SCHEDULE 'C' PROPERTY: All that the Plot bearing Flat No. B402, in Fourth Floor, "B" Block, measuring super built of area of 2050 sq.ft, containing three Bed Rooms, together with RCC roofing, Vitrified Flooring, together with One Car Parking Space, including proportionate share in common area such as passage, lobbies, staircase, amenities etc., in the multi-storeyed residential building known as "N. D. PASSION ELITE", Constructed over Schedule 'A' Property.</p>	<p>₹.</p> <p>99,01,875.00 (Rupees Ninety Nine Lakh One Thousand Eight Hundred and Seventy Five Only)</p>	<p>₹.</p> <p>9,90,187.50/- (Rupees Nine Lakh ninety Thousand One Hundred and Eighty Seven and Paise Fifty Only)</p>
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The undersigned shall arrange to give inspection of the said properties through his representative/agent, to prospective buyers from, 17-05-2019 to 29-05-2019 on working days, between 11:30 am to 3:30 p.m. The undersigned may at his absolute discretion and on request from prospective buyers, arrange to give inspection of the said properties through his representative/agent to prospective buyers at any other working day between the working hours of the Bank.

The sealed Bids shall be sent with the words "For purchase of property in the matter of **SRI ANNAPOORNESHWARI SILKS**, mentioned on the cover. The Bidder shall send sealed envelope with a demand draft/pay order of a scheduled bank for the earnest money deposit (EMD) stated above favoring **"Kotak Mahindra Bank Limited payable at Bangalore**, addressed to the Authorized officer at **Kotak Mahindra Bank Ltd., No.22, Kotak House, M G Road, Bangalore-560 001**" so as to reach the undersigned latest by 5:00 p.m as on 17-06-2019 and the Auction / inter se bidding will take place at **1:00 p.m. onwards 18-06-2019**, at the same place, where the bidders can remain present and revise their offers UPWARDS..

On the confirmation of the auction / sale of the secured asset, the successful bidder/ purchaser should deposit 25% (including 10% of the said EMD amount) of the bidding amount on the same day and the balance 75% within 15 days, failing which the Bank shall forfeit the amount already paid by the bidder.

Terms and Conditions:

- Sale will strictly be on **“ASIS WHERE IS BASIS”** and **“AS IS WHAT IS BASIS”** and on the terms as mentioned herein and in the terms and conditions of sale, however the Authorised Officer shall have the absolute discretionary right to change or vary the terms and conditions.
- The particulars of Secured Assets specified in the Schedule hereinabove have been stated to the best of the information of the Authorised Officer, but the Authorised Officer shall not be answerable for any error, misstatement or omission in this proclamation.
- The secure asset will not be sold below the reserve price and sale shall be confirmed to the highest bidder. However, the Authorised Officer is not bound to accept the highest bid or any or all bids and reserves the absolute right and discretion to accept or reject any bid without assigning any reason whatsoever.
- The bidders at the time of submission of bid shall produce evidence of their identity by cogent documents and if they participate in the auction in a representative capacity, the authorization/resolutions/Power of attorney etc., executed by the principal be also produced.
- In no case the bidders will be permitted to withdraw the bids.
- In case the bids are rejected, Authorised Officer can negotiate with any of the bidders or other parties for sale of the properties by private treaty.
- All statutory dues/ other taxes including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser.
- All outgoings i.e. Municipal Fees, Maintenance/Society charges, Electricity and Water charges and any other dues or taxes in respect of the said property shall be paid by the successful Bidder/Purchaser.
- The successful bidder shall pay 1% of Sale price towards TDS (out of the sale proceeds) and submit TDS Certificate to the Authorized officer and the deposit the entire amount of sale price (after deduction of 1% towards TDS), adjusting the EMD within 15 working days of the acceptance of the offer by the Authorised Officer, or within such other extended time as deemed fit by the Authorised Officer, failing which the earnest deposit will be forfeited.
- The successful bidder shall deposit the entire amount of sale price, adjusting the EMD within 15 working days of the acceptance of the offer by the Authorised Officer, or within such other extended time as deemed fit by the Authorised Officer, failing which the earnest deposit will be forfeited
- Bids below reserve price shall be out rightly rejected.
- Bids submitted without original demand drafts/pay order for the EMD shall be out rightly rejected.
- Kotak Mahindra Bank Limited** or its employees will not be liable for any claims from any person in respect of the properties put for sale.
- Any other encumbrances are not known to the Bank. The Authorised Officer or the Bank shall not be responsible for any charge, lien, encumbrances, or any other dues to the Government or anyone else in respect of properties Auctioned. The Intending Bidder is advised to make their own independent inquiries regarding the encumbrances on the property including statutory liabilities, arrears of property tax, electricity dues etc.
- If the dues of the bank together with all costs, charges and expenses incurred by them or part thereof as may be acceptable to the bank are tendered by/on behalf of the Borrowers/Guarantor/s/Mortgagor/s, at any time on or before the date fixed for sale, the auction / sale of asset may be cancelled. The Authorised Officer reserves the right to accept any or reject all bids, if not found acceptable or to postpone/cancel /adjourn/discontinue or vary the terms of the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final.
- The sale certificate shall be issued in the same name in which the Bid is submitted.
- For further details, Contact Mr. Sumit Gowshinde Mobile No. +91 9833900512 & Mr. Niranjan +91 9886493420 during office hours on any working day.

This 1st Sale Auction Publication is also made on the official website of the Bank addressed as <https://www.kotak.com/en/bank-auctions.html> accordance with recent notification issued by the Government under the SARAEESI Act.

1st Auction Sale Auction STATUTORY 30 DAYS SALE NOTICE UNDER the provisions of THE SECURITY INTEREST (ENFORCEMENT) RULES The Borrower/Guarantor/s/Mortgagor/s are hereby notified to pay the sum as mentioned above along with up to date interest and ancillary expenses before the date of auction, failing which the property will be auctioned/sold and balance dues, if any, will be recovered with interest and cost.

Place: Bangalore, Date: 15-05-2019

For Authorized officer
Sd/-, Authorized Officer, Kotak Mahindra Bank Ltd.