



o/c  
Slw  
7-6-24  
Kotak Mahindra Bank

Registered/ Speed Post

Dated: 07.06.2024

1. **M/S Harry's Chicken and Sea Foods** (Borrower)  
Through its Partner & Authorized Signatory Mr. V.J Dhanpal  
At:  
51/80, 20<sup>th</sup> Main Marenahali  
Vijay Nagar, Bangalore - 560003
2. **Mr. V.J Dhanpal** (Co-Borrower)  
S/o Mr. Jayaram Naidu V.R
3. **Mrs. G.K. Dhanabhagya** (Co-Borrower)  
W/o Mr. V.J Dhanpal  
All At:  
No. 153/2, 7<sup>th</sup> Main,  
9<sup>th</sup> Cross, Malleshwaram,  
3<sup>rd</sup> Floor, Bangalore- 560003

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

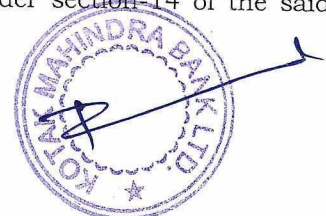
1. We refer to Demand Notice dated 03.12.2013 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "The Bank/KMBL") under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "SARFAESI Act"), related to Loan Account No. 3325128 wherein we had called upon you to pay the dues of Rs. 55,43,338/- (Rupees Fifty Five Lakh Forty Three Thousand Three Hundred and Thirty Eight Only) outstanding as on 30.11.2013 with further interest applicable from 01.12.2013 until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you under the facilities granted by Citifinancial Consumer Finance India Limited (hereinafter referred to as "CCFIL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. CCFIL has vide an assignment agreement dated 09.04.2013 ("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 CCFIL 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 KMBL has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 14.02.2024 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 29.09.2023 passed by 31<sup>st</sup> Additional Chief Metropolitan Magistrate, Bangalore under section-14 of the said SARFAESI Act.

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

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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.70,00,000 /- (Rupees Seventy Lakh 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.1,07,86,488/- (Rupees One Crore Seven Lakh Eighty Six Thousand Four Hundred Eighty Eight Only) outstanding as on 07.06.2024 with further interest applicable from 08.06.2024 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	19.07.2024
2	TIME OF AUCTION	12:00 p.m. to 01:00 PM with unlimited extension of 5 minutes
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	18.07.2024 UP TO 6:00 PM (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd, No 22, 2 <sup>nd</sup> Floor- Kotak House, M G Road, Bengaluru-560001
5	MODE OF AUCTION	E-auction through website <a href="https://bankauctions.in/">HTTPS://BANKAUCTIONS.IN/</a>

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.
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

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Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.



**ANNEXURE - "A"**

<b>Name of the Borrowers &amp; Loan Account No.</b>	
Name of the borrowers	1. M/S Harry's Chicken and Sea Foods 2. Mr. V.J Dhanpal 3. Mrs. G.K. Dhanabhagya
Loan account no.	3325128
<b>Amount outstanding</b>	
Rs.1,07,86,488/- (Rupees One Crore Seven Lakh Eighty Six Thousand Four Hundred Eighty Eight only) outstanding as on 07.06.2024 with further interest applicable from 08.06.2024 along with all cost, charges & expenses until payment in full.	
<b>Description of the Mortgaged property</b>	
All that piece and parcel of property bearing site No. 22, Katha No. 562, Sy. No. 36, situated at 1st Main, Brindaban Layout Near Pipeline Mallasandra Village (KH No. 36 Yeshwanthpura Hobli, Bangalore North Taluk), Measuring East to West Northern Side 45 Feet, East to West Southern Side 51 Feet and North to South Eastern Side 46 Feet, North to South Western Side 31 Feet.  Property Bounded as: East: Site No. 22A, West: Private Property North: Private Property South: Road	
<b>Name of the mortgagor:</b> Mr. V.J Dhanpal S/O Mr. Mr. Jayaram Naidu V.R	
<b>Reserve Price (in INR) &amp; EMD (in INR)</b>	
Reserve price:	Rs.70,00,000 /- (Rupees Seventy Lakh Only)
EMD:	Rs. 7,00,000/- (Rupees Seven Lakh Only)



RL 2013010170 <201301>  
RL A RL102276803IN  
Counter No:1, (P-Code:0PER  
Tos:WARY,  
BANGALORE GPO, PIN:560001  
From:KOTAK MAHINDRA BANK LTD , MUMBAI  
Wt:40grams,  
PS:32.00, ,08/06/2024 ,10:56  
<<Track on www.indiapost.gov.in>>



RL 2013010170 <201301>  
RL A RL102276712IN  
Counter No:1, (P-Code:0PER  
Tos:WARY,  
BANGALORE GPO, PIN:560001  
From:KOTAK MAHINDRA BANK LTD , MUMBAI  
Wt:40grams,  
PS:32.00, ,08/06/2024 ,10:56  
<<Track on www.indiapost.gov.in>>



RL 2013010170 <201301>  
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BANGALORE GPO, PIN:560001  
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Wt:40grams,  
PS:32.00, ,08/06/2024 ,10:57  
<<Track on www.indiapost.gov.in>>



RL 2013010170 <201301>  
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Counter No:1, (P-Code:0PER  
Tos:G K BHANUWADYA,  
BANGALORE GPO, PIN:560001  
From:KOTAK MAHINDRA BANK LTD , MUMBAI  
Wt:40grams,  
PS:32.00, ,08/06/2024 ,10:57  
<<Track on www.indiapost.gov.in>>

