



o/c  
Shri  
15-7-24

Kotak Mahindra Bank

Registered/Speed Post

Dated: 15.07.2024

1. Mrs. Nagaratna B V  
W/o Mr. Govinda Raju

(Borrower)

2. Mr. K. Govindaraju  
S/o Late H.Krishna Murthy  
Both At:

(Co-Borrower)

No.41 4<sup>th</sup> Block 1<sup>st</sup> Main 1<sup>st</sup> Cross,  
Muneshwara Swami Layout,  
Doddabommasandra, Bangalore,  
Karnataka- 560097

**Both Also At:**

402, 4<sup>th</sup> Block E, N D Passion Elite Kudlu Village,  
Sarjapura Hobli, Anekal Taluk, Presently BBMP  
Katha No. 54, Bangalore District, 87/1, 87/2 & 88/2,  
Bangalore, Karnataka -583212

**Both Also At:**

No 22,4<sup>th</sup> Floor, Salarpuria Tower-1,  
Hosur Main Road, Koramangala,  
Bangalore - 560095.

**Both Also At:**

No 10,3<sup>rd</sup> A Cross, 4<sup>th</sup> Main, Sadananda Nagar,  
NGEF Layout, Bangalore - 560038

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 27.11.2018 issued by PNB Housing Finance Limited (hereinafter referred to as "PNBHFL") 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. HOU/MLS/0617/398407 wherein PNBHFL had called upon you to pay the dues of Rs.1,05,11,675.62/- (Rupees One Crore Five Lakh Eleven Thousand Six Hundred Seventy Five and Sixty Two Paise Only) due and payable as on **27.11.2018** along with future interest applicable from **28.11.2018** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by PNBHFL within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. PNBHFL has vide an assignment agreement dated **04.03.2023** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of Kotak Mahindra Bank Limited (hereinafter referred to as "KMBL/The Bank") along with all its rights, title, interests, benefits in the facilities granted by PNBHFL with other incidental right thereto including the assignment of the said facilities along with the underlying securities. As per the said assignment agreement, KMBL has

Kotak Mahindra Bank Ltd.  
CIN: L65110MH1985PLC038137

7<sup>th</sup> 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.



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 the outstanding amount pertaining to above said account(s) 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 Authorized officer of PNBHFL has taken possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") on 16.05.2019 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9.
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. On the basis of the report of the valuer, secured asset was put on auction by KMBL on 19.04.2024 with the Reserve Price of Rs.1,05,00,000/- (Rupees One Crore Five Lakh Only). However the said auction failed for want of bidders.
5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs.1,05,00,000/- (Rupees One Crore Five Lakh Only) below which the said secured asset will not be sold and which sale will be **on "as is where is", "as is what is basis" and "whatever there 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 the Bank now proposes to sell the secured asset as mentioned in **Annexure "A"** 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) days from the date of this notice along with the existing encumbrances if any on **"as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receives the entire outstanding amount i.e. Rs. 1,05,11,675.62/- (Rupees One Crore Five Lakh Eleven Thousand Six Hundred Seventy Five and Sixty Two Paise Only) as of 27.11.2018 along with future interest applicable from 28.11.2018 in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen 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.
7. 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	14.08.2024
2	TIME OF AUCTION	12:00 PM TO 1:00 pm with unlimited extension of 5 minutes
3	LAST DATE OF SUBMISSION OF EMD	13.08.2024 UP TO 6:00 P.M. (IST.)





	WITH KYC IS	
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd.,- KOTAK HOUSE, 2 <sup>ND</sup> FLOOR, NO. 22, M G ROAD, BANGALORE.
5	MODE OF AUCTION	E-auction through website <b><u>HTTPS://BANKAUCTIONS.IN/</u></b>

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) days for sale of the said secured asset.
9. Post the expiration of the said 15 (fifteen) 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.
10. The Borrower's attention is also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).

For Kotak Mahindra Bank Limited

Authorized Officer



**ANNEXURE - "A"**

<b>Name of the Borrowers &amp; Loan Account No.</b>	
Name of the borrowers	1. Mrs.Nagaratna B V 2. Mr. K Govindaraju
Loan account no.	HOU/MLS/0617/398407
<b>Amount outstanding</b>	
Rs.1,05,11,675.62/- (Rupees One Crore Five Lakh Eleven Thousand Six Hundred Seventy Five And Sixty Two Paise Only) as 27.11.2018 along with future interest applicable from 28.11.2018 until payment in full and other charges.	
<b>Description of the Mortgaged property</b>	
<p>Flat bearing no.402, on 4th floor, Type-4, in "E-block", measuring about 2050 sq.ft, containing Three Bed Rooms in "N.D. passion Elite Apartment", together with RCC Roofing, vitrified flooring together with one covered car parking space, including proportionate share in common areas such as passages, lobbies, staircase, etc., in the multistoried residential building known as "N.D Passion Elite" alongwith 636 sq.feet undivided right, title and interest ("secured asset") in the immovable property constructed over schedule "A" property mentioned herein below:</p> <p><u>Schedule" A" Property</u></p> <p>(description of the entire property on which the apartment building is constructed)</p> <p>All that piece and parcel of the immovable property comprising 3 items of converted land, (converted from agricultural use to non-agricultural residential purpose vide ORDER NO.ALN-[ASH]-SR-210/2010-11 dated 29-03-2011, passed by the Spl. Deputy Commissioner (Rev.), Bangalore Dist.) forming a contiguous plot, situated in Kudlu Village, Sarjapura Hobli, Anekal Taluk, totally measuring 2 Acres 33 Guntas, as described in the item no.1, 2 &amp; 3 hereunder:</p> <p><u>Item No.1:</u></p> <p>All that piece and parcel of the immovable property comprising in converted land bearing SY.No.87/1 Of Kudlu Village, Sarjapura Hobli, Anekal Taluk, measuring 01 Acre 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 &amp; 88/2</p> <p><u>Item No.2:</u></p> <p>All that piece and parcel of the immovable property comprising in converted land bearing SY 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</p>	





Kotak Mahindra Bank

North by: land in SY.NO.87/1  
South by: land belonged to Doddamane Abbaiah

Item No.3:

All that piece and parcel of the immovable property comprising in converted land bearing SY 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.87/2;

South by: Doddamane Abbaiah's property in Sy.No.86/1;

Schedule-A (A) - Property

Description of the immovable property on which the club house & commercial space of the (Apartment complex is situated)

All that piece and parcel of the immovable property being the portion of 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 Acre 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 33 Guntas or 1,23,057 sq.ft.), being the land appurtenant to the club house and commercial building which is as marked in the building plan approved by the Bruhat Bangalore Mahanagara Palike VIDE NO.J.D.T.P/S/LP/59/2010-11, alongwith all rights of way, water, light, electricity, drainage, easementary and other rights and appurtenances attached thereto.

**Name of the mortgagor(s):** Mrs. Nagarata B V & Mr. K Govindaraju

**Reserve Price (in INR) & EMD (in INR)**

Reserve price:	Rs.1,05,00,000/- (Rupees One Crore Five Lakh Only)
EMD:	Rs. 10,50,000/- (Rupees Ten Lakh Fifty Thousand Only)



**Kotak Mahindra Bank Ltd.**  
CIN: L65110MH1985PLC038137

7th Floor, Plot No.7  
Sector-125, Noida  
Uttar Pradesh - 201 313

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Registered Office:  
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Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.

भारतीय डाक



RL 2013010120 <201301>  
RL A RL024058359IN  
Counter No:1,(P-Code:0FER  
To:WARRAPATHA,  
BANGALORE (FD, PIN:560001  
From:KOTAK MAHINDRA BANK LTD , HUIDA  
Wt:40grams,  
PS:32.00, ,16/07/2024 ,09:17  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>  
RL A RL024058376IN  
Counter No:1,(P-Code:0FER  
To:WARRAPATHA,  
BANGALORE (FD, PIN:560001  
From:KOTAK MAHINDRA BANK LTD , HUIDA  
Wt:40grams,  
PS:32.00, ,16/07/2024 ,09:17  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>  
RL A RL024058366IN  
Counter No:1,(P-Code:0FER  
To:WARRAPATHA,  
BANGALORE (FD, PIN:560001  
From:KOTAK MAHINDRA BANK LTD , HUIDA  
Wt:40grams,  
PS:32.00, ,16/07/2024 ,09:17  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>  
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Counter No:1,(P-Code:0FER  
To:GOWINDAPAU,  
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From:KOTAK MAHINDRA BANK LTD , HUIDA  
Wt:40grams,  
PS:32.00, ,16/07/2024 ,09:17  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>  
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Counter No:1,(P-Code:0FER  
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BANGALORE (FD, PIN:560001  
From:KOTAK MAHINDRA BANK LTD , HUIDA  
Wt:40grams,  
PS:32.00, ,16/07/2024 ,09:17  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>  
RL A RL024058304IN  
Counter No:1,(P-Code:0FER  
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From:KOTAK MAHINDRA BANK LTD , HUIDA  
Wt:40grams,  
PS:32.00, ,16/07/2024 ,09:17  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>  
RL A RL024058380IN  
Counter No:1,(P-Code:0FER  
To:K GOWINDAPAU,  
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From:KOTAK MAHINDRA BANK LTD , HUIDA  
Wt:40grams,  
PS:32.00, ,16/07/2024 ,09:18  
<<Track on www.indiapost.gov.in>>

भारतीय डाक



RL 2013010120 <201301>  
RL A RL024058371IN  
Counter No:1,(P-Code:0FER  
To:K GOWINDAPAU,  
BANGALORE (FD, PIN:560001  
From:KOTAK MAHINDRA BANK LTD , HUIDA  
Wt:40grams,  
PS:32.00, ,16/07/2024 ,09:18  
<<Track on www.indiapost.gov.in>>