



o/c
Shio
5/3/24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 05.03.2024

1. **MR. DHANARAJ K** (BORROWER)
S/O LATE KRISHNAAPPA SALIYAN
2. **MRS. SUGANDHI K** (CO-BORROWER)
W/O LATE KRISHNAAPPA SALIYAN
3. **M/S SAI CATERING** (CO-BORROWER)
THOUGH IT'S PROPRIETOR MR. DHANARAJ K

ALL AT:

NO. 6-160-30, RADHA KRIPA, KALBAVI ROAD,
ASHOK NAGAR, KOTTARA, NEAR KOTTRA INFOSYS,
MANGALORE, KARNATAKA - 575027

ALL ALSO AT:

DOOR NO. 1-8A, SY NO 5-11 P1,
SOMESHWARA VILLAGE, PANDITH HOUSE,
MANGALORE TALUKA, KARNATAKA - 575006

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to our Demand Notice dated 06.04,2021 issued by Fullerton India Home Finance Company Limited (hereinafter referred to as "**FIHFCL**") 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. 601307210529640 wherein FIHFCL had called upon you to pay the dues of Rs. 52,13,897/- (RUPEES FIFTY TWO LAKH THIRTEEN THOUSAND EIGHT HUNDRED AND NINETY SEVEN ONLY) outstanding as on 05.04.2021 with further interest applicable from 06.04.2021 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you all under the facilities granted by **FIHFCL** within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. FIHFCL has vide an assignment agreement dated **28.03.2023** ("**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 the rights, title, security interests, benefits, financial documents, in the facilities granted by FIHFCL 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 become full and absolute owner and as such is legally entitled to receive the repayment of the financial assets 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 assets. KMBL has become the absolute owner of the said account and all right, title and interest in respect of outstanding amount pertaining to above said account is now vested with Bank.

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.



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 FIHFCL. has taken possession of the property on 17.07.2019 described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Assets"**) in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9. Thereafter FIHFCL has handed over the possession of the secured asset to bank on 04.05.2023.
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 report of valuer, Secured Asset was put on auction on 08.12.2023 with the Reserve Price of Rs.37,00,000/- (Rupees Thirty Seven Lakh Only). However, the said auction failed for want of bidders.
5. For recovering its legal dues, the Bank has now proposed to again invite tender/conduct auction and accordingly has now fixed reserve price i.e. Rs. 33,30,000/- (Rupees Thirty Three Lakh Thirty Thousand Only) for the below which the said Secured Asset as mentioned in Annexure "A" 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 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 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 is basis & Whatever there is basis'**, unless we receive the entire outstanding amount i.e., Rs.74,37,867/- (RUPEES SEVENTY FOUR LAKH THIRTY SEVEN THOUSAND EIGHT HUNDRED SIXTY SEVEN ONLY) outstanding as on 05.03.2024 with further interest applicable from 06.03.2024 until payment in full 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. Please also not 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". The auction shall be scheduled as under:

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	27.03.2024
2	TIME OF AUCTION	12:00 P.M. TO 01:00 P.M WITH UNLIMITED EXTENSION OF 5 MINUTES
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	26.03.2024 UP TO 6:00 P.M.(IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD NO.22, ING VYSYA HOUSE, M.G. ROAD / BANGALORE - 560001 KARNATAKA
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE <u>HTTPS://BANKAUCTIONS.IN/</u>



8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9 Clause (1) the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers 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 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

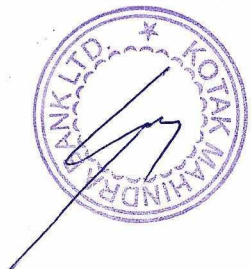
For Kotak Mahindra Bank Limited

Authorized Officer



ANNEXURE – “A”

Name of the Borrowers & Account No.	
Name the Borrowers:	1. MR. DHANARAJ K 2. MRS. SUGANDHI 3. M/S SAI CATERING
LOAN ACCOUNT NO.	601307210529640
Amount outstanding	
Rs.74,37,867/- (RUPEES SEVENTY FOUR LAKH THIRTY SEVEN THOUSAND EIGHT HUNDRED SIXTY SEVEN ONLY)OUTSTANDING AS ON 05.03.2024 WITH FURTHER INTEREST APPLICABLE FROM 06.03.2024 ALONG WITH ALL COST, CHARGES & EXPENSES UNTIL PAYMENT IN FULL.	
Description of Mortgaged property	
ALL THAT PIECE AND PARCEL OF NON-AGRICULTURE IMMOVEABLE PROPERTY SITUATED IN SOMESHWARA VILLAGE OF MANGALORE TALUK D.K DISTRICT AND WITHIN THE REGISTRATION SUB -REGISTER OF MANGALORE TALUK, COMPRISED IN : SY NO. 5-11 P1, PROPERTY NO. 151100304000100350) KISSAM: CONVERTED, EXTENT: 0-13 OR 523.00 SQ.MTRS WITH BUILDING MEASURING D.NO. 1-8A 92.90 SQ.MTRS AND LAND MEASURING 523.00 SQ.MTRS.	
BOUNDARIES :	
NORTH BY : REMAINING PART OF S.NO. 5-12 SOUTH BY : REMAINING PART OF S NO. 5-12 EAST BY: REMAINING PART OF S.NO. 5-12 WEST BY:ROAD	
NAME OF THE MORTGAGOR: DHANARAJ K	
Reserve Price Fixed (Rs.) & EMD (Rs.)	
RESERVE PRICE:	RS.33,30,000 /- (RUPEES THIRTY THREE LAKH THIRTY THOUSAND ONLY)
EMD:	RS. 3,33,000/- (RUPEES THREE LAKH THIRTY THREE THOUSAND ONLY)



RL 1100950168 <110095>
RL A R000571395A1N
Counter No:1,(P-Code:001
To:HWAFAT,



MANGALORE HD, PIN:575001
From:KOTAK MAHINDRA BANK LTD , HOIDA-201313
Wt:40grams,
PS:32.00, ,06/03/2024 ,09:33
<<Track on www.indiapost.gov.in>>

RL 1100950168 <110095>
RL A R00057139891N
Counter No:1,(P-Code:001
To:SLGADHI,



MANGALORE HD, PIN:575001
From:KOTAK MAHINDRA BANK LTD , HOIDA-201313
Wt:40grams,
PS:32.00, ,06/03/2024 ,09:33
<<Track on www.indiapost.gov.in>>

RL 1100950168 <110095>
RL A R00057139611N
Counter No:1,(P-Code:001
To:HWAFAT II,



MANGALORE HD, PIN:575001
From:KOTAK MAHINDRA BANK LTD , HOIDA-201313
Wt:40grams,
PS:32.00, ,06/03/2024 ,09:33
<<Track on www.indiapost.gov.in>>

RL 1100950168 <110095>
RL A R00057139721N
Counter No:1,(P-Code:001
To:SAI CATERING,



MANGALORE HD, PIN:575001
From:KOTAK MAHINDRA BANK LTD , HOIDA-201313
Wt:40grams,
PS:32.00, ,06/03/2024 ,09:34
<<Track on www.indiapost.gov.in>>

RL 1100950168 <110095>
RL A R00057139751N
Counter No:1,(P-Code:001
To:SLGADHI,



MANGALORE HD, PIN:575001
From:KOTAK MAHINDRA BANK LTD , HOIDA-201313
Wt:40grams,
PS:32.00, ,06/03/2024 ,09:33
<<Track on www.indiapost.gov.in>>

RL 1100950168 <110095>
RL A R00057140071N
Counter No:1,(P-Code:001
To:SAI CATERING,



MANGALORE HD, PIN:575001
From:KOTAK MAHINDRA BANK LTD , HOIDA-201313
Wt:40grams,
PS:32.00, ,06/03/2024 ,09:34
<<Track on www.indiapost.gov.in>>