



o/c
Slu'd
7/3/24

Kotak Mahindra Bank

Registered/ Speed Post

Dated: 07.03.2024

**1. MRS. NAGARATNA B V
W/O MR. GOVINDA RAJU**

(BORROWER)

**2. MR. K. GOVINDARAJU
S/O LATE H.KRISHNA MURTHY**

(CO-BORROWER)

BOTH AT:

NO.41 4TH BLOCK 1ST MAIN 1ST CROSS,
MUNESHWARA SWAMI LAYOUT,
DODDABOMMASANDRA, BANGALORE,
KARNATAKA- 560097

BOTH ALSO AT:

402, 4TH 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 22,4TH FLOOR, SALARPURIA TOWER-1,
HOSUR MAIN ROAD, KORAMANGALA,
BANGALORE - 560095.

BOTH ALSO AT:

NO 10,3RD A CROSS, 4TH 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 PNBHOUSING FINANCE LIMITED (hereinafter referred to as "PNBFHL" 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. HOU/MLS/0617/398407 wherein PNBFHL 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) outstanding as on 27.11.2018 with further 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 the rights, title, security interests, benefits, financial documents, 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 become full and absolute owner and as such is legally entitled to receive the repayment of the financial assets or any part thereof including

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.



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.

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 Rule 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) Rule,2002 and on the basis of Report of Valuer, the Reserve Price of the Secured Asset as Mentioned in Annexure "A" is Fixed at Rs 1,05,00,000/- (Rupees One Crore Five 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 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 after a period of 30 (Thirty) 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.1,05,11,675.62/- (Rupees One Crore Five Lakh Eleven Thousand Six Hundred Seventy Five And Sixty Two Paise Only) outstanding as on 27.11.2018 with further interest applicable from 28.11.2018 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 present notice. Please take notice that if in case auction scheduled herein fails for any reason whatsoever then the secured creditor 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. Please note that the earlier Sale notice dated 01.03.2024 stands recalled with immediate effect and the contents of the present notice be read as our demand pertaining to the aforesaid loan account.
6. 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	19.04.2024
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	18.04.2024 UP TO 6:00 P.M (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD, KOTAK HOUSE, 2 ND FLOOR, NO. 22, M G ROAD, BANGALORE.
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTPS://BANKAUCTIONS.IN/





Kotak Mahindra Bank

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 you the Borrowers, 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.

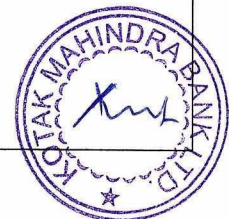
For Kotak Mahindra Bank Limited



Authorized Officer

ANNEXURE - "A"

Name of the Borrowers & Account No.
1. MRS.NAGARATNA B V AND 2. MR. K GOVINDARAJU LOAN ACCOUNT NO. HOU/MLS/0617/398407
Amount outstanding
RS.1,05,11,675.62/- (RUPEES ONE CRORE FIVE LAKH ELEVEN THOUSAND SIX HUNDRED SEVENTY FIVE AND SIXTY TWO PAISE ONLY) OUTSTANDING AS ON 27.11.2018 WITH FURTHER INTEREST APPLICABLE FROM 28.11.2018 ALONG WITH ALL COST, CHARGES & EXPENSES UNTIL PAYMENT IN FULL.
Description of Mortgaged property
<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 HEREINBELOW.</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 & 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:</p> <p>EAST BY: LAND IN SY.NO.88/1</p> <p>WEST BY:ROAD</p> <p>NORTH BY :ROAD</p> <p>SOUTH BY: LAND IN SY.NO.87/2 & 88/2</p> <p><u>ITEM NO.2:</u></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

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.

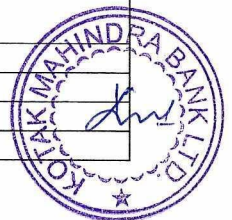
NAME OF THE MORTGAGORS:

MRS. NAGARATA B V & MR. K GOVINDARAJU

Reserve Price Fixed (Rs.) & EMD (Rs.)

RESERVE PRICE: RS. 1,05,00,000/- (RUPEES ONE CRORE FIVE LAKH ONLY)

EMD: RS. 10,50,000/- (RUPEES TEN LAKH FIFTY THOUSAND ONLY)



RL 1100950168 <110095>
RL A RX0057196691M
Counter No:1, (P-Code:001
To:K GOVINDRAJU,
BANGALORE (FO), PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313
Wt:40grams,
PS:32.00, ,08/03/2024 ,09:04
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>
RL A RX0057196721M
Counter No:1, (P-Code:001
To:KAR RATHA,
BANGALORE (FO), PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313
Wt:40grams,
PS:32.00, ,08/03/2024 ,09:04
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>
RL A RX0057196861M
Counter No:1, (P-Code:001
To:K GOVINDRAJU,
BANGALORE (FO), PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313
Wt:40grams,
PS:32.00, ,08/03/2024 ,09:04
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>
RL A RX0057196901M
Counter No:1, (P-Code:001
To:KAR RATHA,
BANGALORE (FO), PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313
Wt:40grams,
PS:32.00, ,08/03/2024 ,09:04
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>
RL A RX0057196241M
Counter No:1, (P-Code:001
To:K GOVINDRAJU,
BANGALORE (FO), PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313
Wt:40grams,
PS:32.00, ,08/03/2024 ,09:04
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>
RL A RX0057196381M
Counter No:1, (P-Code:001
To:KAR RATHA,
BANGALORE (FO), PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313
Wt:40grams,
PS:32.00, ,08/03/2024 ,09:04
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>
RL A RX0057196411M
Counter No:1, (P-Code:001
To:K GOVINDRAJU,
BANGALORE (FO), PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313
Wt:40grams,
PS:32.00, ,08/03/2024 ,09:04
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>
RL A RX0057196551M
Counter No:1, (P-Code:001
To:KAR RATHA,
BANGALORE (FO), PIN:560001
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313
Wt:40grams,
PS:32.00, ,08/03/2024 ,09:04
<<Track on www.indiapost.gov.in>>

