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SWD  
19/2/24

Kotak Mahindra Bank

Registered Post

Dated: 19.02.2024

1. ESHWAR RETAILING AND EXPORTS PRIVATE LIMITED,  
REPRESENTED BY ITS DIRECTOR AND SHAREHOLDER,  
MR. VINAY K.J.  
AT:  
NO. 1101, 3RD FLOOR, 24TH MAIN,  
GOLDEN SQUARE, J.P. NAGAR, 1ST PHASE,  
BANGALORE - 560078

ALSO AT:  
NO. 66/1, KAMAL KUNJ, KANAKAPUR MAIN ROAD,  
SURVEYOR STREET CORNER,  
BANGALORE-560004  
REPRESENTED BY ITS DIRECTOR AND SHAREHOLDER,  
MR. VINAY K.J.

2. MR. VINAY K.J.,  
S/O JAYARAM KATTA,  
NO. 1101, 3RD FLOOR, 24TH MAIN,  
GOLDEN SQUARE, J.P. NAGAR, 1ST PHASE,  
BANGALORE - 560078

ALSO AT:  
BG-4, NO. 70, J.P. NAGAR 6TH PHASE,  
KANAKAPURA MAIN ROAD,  
BANGALORE - 560078

3. MR. JAYARAM KATTA,  
S/O KRISHNAIAH SETTY,  
NO. 1101, 3RD FLOOR, 24TH MAIN,  
GOLDEN SQUARE, J.P. NAGAR, 1ST PHASE,  
BANGALORE - 560078

ALSO AT:  
BG-4, NO. 70, J.P. NAGAR 6TH PHASE,  
KANAKAPURA MAIN ROAD,  
BANGALORE - 560078

4. MRS. SHARMILA KATTA VINAY,  
NO. 1101, 3RD FLOOR, 24TH MAIN,  
GOLDEN SQUARE, J.P. NAGAR, 1ST PHASE,  
BANGALORE - 560078

ALSO AT:  
BG-4, NO. 70, J.P. NAGAR 6TH PHASE,  
KANAKAPURA MAIN ROAD,  
BANGALORE - 560078

5. MRS. K.J. VANI,  
NO. 1101, 3RD FLOOR, 24TH MAIN,  
GOLDEN SQUARE, J.P. NAGAR, 1ST PHASE,  
BANGALORE - 560078

ALSO AT:  
MRS. K.J. VANI,  
BG-4, NO. 70, J.P. NAGAR 6TH PHASE,  
KANAKAPURA MAIN ROAD,  
BANGALORE - 560078



Dear Sir/Madam,

**Sub: Notice for Sale of the Mortgaged Property**

1. We refer to our Demand Notice dated 10.08.2017 issued by us 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"**), wherein we had called upon you to pay the dues of **Rs. 1,24,70,964.17/- (Rupees One Crore Twenty Four Lakh Seventy Thousand Nine Hundred Sixty Four and Seventeen Paise Only)** outstanding due and payable as on 10.08.2017 with further interest @14.16% per annum from 11.08.2017 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you all under the facilities granted by Bajaj Finance Limited (BFL), within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. BFL has vide an assignment agreement dated 24.12.2015 ("**Assignment Agreement**") has assigned the debts due and payable by you under loan account no. 4040HL00531338 in favour of Kotak Mahindra Bank Limited along with all the rights, title, security interests, benefits, financial documents, in the facilities granted by BFL with other incidental right thereto including the assignment of the said facilities along with the underlying securities. As per the said assignment agreement, Kotak Mahindra Bank Ltd. 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. Kotak Mahindra Bank Ltd. 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 Kotak Mahindra Bank Ltd.
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 Authorised officer of Kotak Mahindra Bank Ltd. has taken Physical possession of the properties described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Assets**") on **10.08.2023** in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9 in pursuance of order dated **03.11.2022** passed by Hon'ble II Additional Chief Metropolitan Magistrate, Bangalore under Section 14 of the said SARFAESI Act.
4. After taking possession of the secured assets, inspection was carried out by approved valuer in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 and on the basis of report of valuer, first auction of the Secured Assets as mentioned as mentioned in Annexure "A" was fixed at conducted on 15.12.2018 with the Reserve Price was fixed at Rs. 1,25,00,000/- (Rupees One Core Twenty Five Lakh Only). However the said auction failed for want of bidders.
5. Subsequent to the Assignment of loan account in its favour , for recovering its legal dues, The Bank is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Asset will not be sold and which sale will be on "as is where is and whatever 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"** 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. 2,18,05,508/- (Rupees Two Crore eighteen Lakh Five Thousand Five Hundred and Eight Only)** as of **15.02.2024** with further interest applicable from **16.12.2024** until payment in full and 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	07.03.2024
2.	TIME OF AUCTION	12:00 PM TO 01:00 PM WITH UNLIMITED EXTENSION OF 5 MINUTES
3.	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	06.03.2024 UP TO 6:00 P.M (IST)
4.	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., NO.59, SREE COMPLEX, BHSC T BLOCK, BSK 3RD STAGE, BANGALORE - 560 085, KARNATAKA
5.	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE

8. Please treat this notice as Notice under Rule 8 Clause (5) and Proviso to Rule 9 (1) of the Security Interest (Enforcement) Rules, 2002 providing you the Borrowers, a notice of 15 (Fifteen) days for sale of the 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**  
**Copy to.**

6. MR. G.R. NATARAJ  
S/O, LATE SRI. RAJAJIAH SETTY,  
R/O NO. 39, NAGASHREE APTS,  
30TH CROSS, 2ND MAIN, 7TH BLOCK,  
JAYANAGAR, BANGALORE - 560082.
7. M/S TANVI ASSET HOLDINGS,  
NO. 17, "ARNAV",  
9TH MAIN, 2ND BLOCK, JAYANAGAR,  
BANGALORE - 560 011.  
REPRESENTED BY ITS DESIGNATED PARTNER,  
SRI. CHETAN G.R.
8. PRIDE AND EXPERT PROPERTIES PVT. LTD.,  
NO. 901, 9TH FLOOR, "PRIDE HULKUL",  
NO. 116, LALBAGH ROAD,  
BANGALORE - 560 001.  
REPRESENTED BY ITS DIRECTOR,  
MR. B. R. RAVINDRA

ANNEXURE – “A”

Name of the Borrowers & Account No.	Amount outstanding	Description of Mortgage property	Reserve Price Fixed (Rs.) & EMD (Rs.)
1. ESHWAR RETAILING AND EXPORTS PRIVATE LIMITED, REPRESENTED BY ITS DIRECTOR AND SHAREHOLDER MR. VINAY K.J., 2. MR. VINAY K.J. S/O JAYARAM KATTA, 3. MR. JAYARAM KATTA S/O KRISHNAIAH SETTY 4. MRS. SHARMILA KATTA VINAY 5. MRS. K.J. VANI	<b>RS. 2,18,05,508/- (RUPEES TWO CRORE EIGHTEEN LAKH FIVE THOUSAND FIVE HUNDRED AND EIGHT ONLY) AS OF 15.02.2024</b> ALONG WITH FUTURE INTEREST APPLICABLE FROM <b>16.02.2024</b> UNTIL PAYMENT IN FULL WITH COST AND CHARGES.	<p><b><u>SCHEDULE A PROPERTY</u></b></p> <p>ALL THAT PIECE AND PARCEL OF RESIDENTIALLY CONVERTED LANDS PRESENTLY KNOWN AS “RAJA FARMS” MEASURING A TOTAL EXTENT OF 4 ACRES 38 GUNTAS COMPRISED IN SY. NO. 35/3 OF DODDAKALLASANDRA VILLAGE, UTTARAHALLI HOBLI, BANGALORE SOUTH TALUK (CONVERTED VIDE OFFICIAL MEMORANDUM DATED 15/05/2010 BEARING NO. ALN (S V) SR/50/10/11 ISSUED BY THE SPECIAL DEPUTY COMMISSIONER, BANGALORE DISTRICT, BANGALORE) NOW COMING WITHIN THE JURISDICTION OF THE BBMP, BEARING MUNICIPAL NO. 1035/SY. NO. 35/3 AND BOUNDED ON THE;</p> <p>EAST BY: SY.NO. 35/2 OF ODDAKALLASANDRA VILLAGE            WEST BY : ROAD            NORTH BY: SY.NO. 36 OF ODDAKALLASANDRA VILLAGE            SOUTH BY: SY.NO. 35/4 AND SY. NO. 31 OF DODDAKALLASANDRA VILLAGE</p> <p><b><u>SCHEDULE B PROPERTY</u></b></p> <p><b>0.7870%</b> UNDIVIDED SHARE, RIGHT, TITLE AND INTEREST IN SCHEDULE ‘A’ PROPERTY MEASURING ABOUT 1687.835 SQ. FT. IN AN UNDIVIDED STATE HAS BEEN AGREED TO BE SOLD TO THE PURCHASER UNDER THIS AGREEMENT.</p> <p><b><u>SCHEDULE C RESIDENTIAL APARTMENT</u></b></p> <p>RESIDENTIAL APARTMENT BEARING NO. M2 OF TYPE EARTH IN BLOCK M ON THE GROUND FLOOR AND FIRST FLOOR MEASURING ABOUT 3381 SQ. FT. OF SUPER BUILT UP AREA (2330 SQ. FT. OF CARPET AREA) (SUBJECT TO VARIATION OF +-2%)</p>	<p><b>RESERVE PRICE</b>            RS. 1,50,00,000/- (RUPEES ONE CRORE FIFTY LAKH ONLY)</p> <p><b>EMD</b>            RS. 15,00,000/- (RUPEES FIFTEEN LAKH ONLY)</p>



CONSISTING OF FOUR BED ROOMS WITH RCC ROOFING AND OTHER SPECIFICATIONS AS CONTAINED IN THE ANNEXURE TO THIS AGREEMENT OR NEAR EQUIVALENTS THERETO AGREED TO BE SOLD TO THE PURCHASER UNDER THIS AGREEMENT TOGETHER WITH THE EXCLUSIVE RIGHT TO USE AND ENJOY 1055 SQ. FT. OF GARDEN AREA ATTACHED TO THE APARTMENT AND TWO COVERED CAR PARKING SPACES IN THE BASEMENT OF BLOCK M SPECIFICALLY EARMARKED FOR THE EXCLUSIVE USE AND ENJOYMENT OF THE PURCHASER INCLUDING PROPORTIONATE SHARE IN COMMON AREAS SUCH AS PASSAGES, LOBBIES, STAIRCASE ETC., CONTAINED IN THE BUILDING COMPLEX KNOWN AS "WILASA" CONSTRUCTED ON THE SCHEDULE A PROPERTY.

NAME OF MORTGAGOR:

1. **MR. VINAY K.J. S/O JAYARAM KATTA**
2. **MR. G.R. NATARAJ**
3. **M/S TANVI ASSET HOLDINGS**
4. **PRIDE AND EXPERT PROPERTIES PVT. LTD.**



RL 2013010120 <201301>  
RL A RU101516561IN  
Counter No:1,OP-Code:CFER  
To:ESHWR,  
BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:37  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
RL A RU101516563IN  
Counter No:1,OP-Code:CFER  
To:ESHWR,  
BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:37  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
RL A RU101516544IN  
Counter No:1,OP-Code:CFER  
To:VINAY K J,  
BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:37  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
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Counter No:1,OP-Code:CFER  
To:VINAY,  
BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:37  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
RL A RU101517346IN  
Counter No:1,OP-Code:CFER  
To:JAYARAJ,  
BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:37  
<<Track on www.indiapost.gov.in>>



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To:JAYARAJ,  
BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:37  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
RL A RU101517315IN  
Counter No:1,OP-Code:CFER  
To:SHAMILA,  
BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:38  
<<Track on www.indiapost.gov.in>>



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BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:38  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
RL A RU101517292IN  
Counter No:1,OP-Code:CFER  
To:K J VANU,  
BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:38  
<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
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BANGALORE CPO, PIN:560001  
From:KOTAK MAHINDRA BANK , HOIDA  
Wt:20grams,  
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<<Track on www.indiapost.gov.in>>



RL 2013010120 <201301>  
RL A RU101517363IM  
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To:G R NATARAJ,  
BANGLORE GPO, PIN:560001  
From:KOTAK MAHINDRA BANK , MOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:38  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>



RL 2013010120 <201301>  
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Counter No:1,(P-Code:0FER  
To:YAMJI,  
BANGLORE GPO, PIN:560001  
From:KOTAK MAHINDRA BANK , MOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,07:38  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>



RL 2013010120 <201301>  
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BANGLORE GPO, PIN:560001  
From:KOTAK MAHINDRA BANK , MOIDA  
Wt:20grams,  
PS:26.00, ,20/02/2024 ,09:38  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>

