



S/W/O  
5/3/24

o/c

Kotak Mahindra Bank

Registered/Speed Post

Dated: 05.03.2024

1. **MS. BINDIYA D** (BORROWER)  
**D/O MR. DINESH KULAL**
2. **MRS. MOHINI DINESH** (CO-BORROWER)  
**W/O DINESH KULAL**
3. **M/S BARAHA COACHING CLASSES** (CO-BORROWER)  
**THROUGH ITS PROPRIETOR MS.BINDIYA D**  
**AT:**  
D.NO.1-N-4-270/8, NARAYANA GURU COMPLEX,  
3<sup>RD</sup> FLOOR, KOTTARA, MANGALORE - 575003

**1 & 2 AT:**

No.3-118, BINDIYA NILAYA, FISHARIES ROAD,  
KULAI, HOSABETTU, MANGALORE - 575027

**ALL AT:**

SY NO. 43-2P5, SHAMBOOR VILLAGE, OF BANTWAL TALUK,  
SUB-DISTRICT BANTWAL TALUK-575019

Dear Sir/Madam,

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

1. We refer to our Demand Notice dated 03.04.2021 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. 601307210436193 wherein FIHFCL had called upon you to pay the dues of Rs. 21,15,364/- (RUPEES TWENTY ONE LAKH FIFTEEN THOUSAND THREE HUNDRED AND SIXTY FOUR ONLY) outstanding as on 02.04.2021 with further interest applicable from 03.04.2021 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 under loan account no. 601307210436193 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,

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.



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 FIHFCL has taken possession of the property described herein below in **Annexure "A"** (and referred hereinafter as **"Secured Assets"**) on 16.07.2021 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 05.12.2023 with the Reserve Price of Rs.17,00,000/- (Rupees Seventeen 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. 15,30,000/- (Rupees Fifteen 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. 30,77,853/- (RUPEES THIRTY LAKH SEVENTY SEVEN THOUSAND EIGHT HUNDRED FIFTY THREE 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
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE <b><u>HTTPS://BANKAUCTIONS.IN/</u></b>





Kotak Mahindra Bank

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 SARFAESI Act, in respect of the time available to redeem the secured asset.

**For Kotak Mahindra Bank Limited**



**Authorized Officer**

**ANNEXURE – “A”**

<b>Name of the Borrowers &amp; Account No.</b>	
Name the Borrowers:	1. BINDIYA D 2. MOHINI DINESH 3. M/S BARAHA COACHING CLASSES
<b>LOAN ACCOUNT NO.</b>	<b>601307210436193</b>
<b>Amount outstanding</b>	
., Rs. 30,77,853/- (RUPEES THIRTY LAKH SEVENTY SEVEN THOUSAND EIGHT HUNDRED FIFTY THREE 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.	
<b>Description of Mortgaged property</b>	
ALL THAT PIECE AND PARCEL OF NON-AGRICULTURE IMMOVABLE PROPERTY SITUATED IN SAMBURU VILLAGE OF BANTWAL TALUK, AND WITHIN THE REGISTRATION SUB-DISTRICT OF BANTWAL TALUK, COMPRISED IN SY NO. 43/2P5, KISSAM-CONVERTED, EXTENT: 0-16 CENTS, OUT OF WHICH RESERVED 0-03 CENT ROAD TOTAL 0-13 CENTS (568.08 SQ MTRS OR 5663 SQ. FT.) PROPERTY NO. 151100202300220294 WITHIN THE BOUNDARIES HEREUNDER :-  EAST :- REMAINING PORTION OF THE SAME SUB DIVISION & APPROACH ROAD NORTH :- REMAINING PORTION OF THE SAME SUB DIVISION WEST :- REMAINING PORTION OF THE SAME SUB DIVISION. SOUTH :- REMAINING PORTION OF THE SAME SUB DIVISION  <b>NAME OF THE MORTGAGOR:</b> MS. BINDIYA D	
<b>Reserve Price Fixed (Rs.) &amp; EMD (Rs.)</b>	
<b>RESERVE PRICE:</b>	RS. 15,30,000/- (RUPEES FIFTEEN LAKH THIRTY THOUSAND ONLY)
<b>EMD:</b>	RS. 1,53,000/- (RUPEES ONE LAKH FIFTY THREE THOUSAND ONLY)



RL 1100950168 <110095>  
RL A R0005713462IN  
Counter No:1, (P-Code:001  
To:RINDIYA,



MANGALORE HO, PIN:575001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00 , 06/03/2024 ,09:04  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>

RL 1100950168 <110095>  
RL A R0005713476IN  
Counter No:1, (P-Code:001  
To:MHIMI,



MANGALORE HO, PIN:575001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00 , 06/03/2024 ,09:04  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>

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



MANGALORE HO, PIN:575001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
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<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>

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Counter No:1, (P-Code:001  
To:RINDIYA,



MANGALORE HO, PIN:575001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00 , 06/03/2024 ,09:02  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>

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Counter No:1, (P-Code:001  
To:MHIMI,



MANGALORE HO, PIN:575001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00 , 06/03/2024 ,09:02  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>

RL 1100950168 <110095>  
RL A R0005713487IN  
Counter No:1, (P-Code:001  
To:WANGHA COACHING CLAG,



MANGALORE HO, PIN:575001  
From:KOTAK MAHINDRA BANK LTD , MUIDA-201313  
Wt:40grams,  
PS:32.00 , 06/03/2024 ,09:03  
<<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>>