

Kotak Mahindra Bank

Registered Post

Dated: 28-02-2024

MR. RAGHUVEER REDDY S/O MR. MALLA REDDY

(BORROWER)

16-1-27/8/2, JAYANAGAR COLONY, SAIDABAD, HYDERABAD, TELANGANA- 500059

ALSO AT:

GROUND & MEZZANINE FLOOR, M.NO. 6-1-344/1; PADMARAO NAGAR; WALKER TOWN, SECUNDERABAD - 500025, HYDERABAD; TELANGANA - 500059

M/S NAKSHATRA HEALTH CARE PRVIATE LIMITED THROUGH ITS PROPRIETOR MR. RAGHUVEER REDDY

(CO-BORROWER)

P NO 54 SY NO 9/1/K NEW NO 9/1/F; YADAVA NAGAR, L B NAGAR SAROORNAGAR, OPP SWAGATH HOTEL, HYDERABAD, TELANGANA - 500097

MRS. POTHA ARCHANA REDDY W/O MR. RAGHUVEER REDDY 16-1-27/8/2, JAYANAGAR COLONY, SAIDABAD HYDERABAD, OPP PRIME SWIMMING POOL.

HYDERABAD, TELANGANA - 500059

(CO-BORROWER)

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

- We refer to Demand Notice dated 01.04.2021 issued by Fullerton India Home Finance Company Ltd (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. 606108110369609 wherein FIHFCL had called upon you to pay the dues of Rs. 4,07,58,805.28/-(Rupees Four Crores Seven Lakh Fifty Eight Thousand Eight Hundred Five & Twenty Eight Paise Only) due and payable as on 30.03.2021 along with future interest applicable from 31.03.2021 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.
- 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 its rights, title, interests, benefits 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, the Bank has 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. The Bank has been subrogated in place of FIHFCL and all right, title and interest of FIHFCL in respect of Outstanding Amount is now vested with The Bank.
- 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 FIHFCL has taken Physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 and in pursuance of order dated 16.08.2022, passed by Hon'ble 2nd Additional Chief Metropolitan

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.





Kotak Mahindra Bank

Magistrate, FAC Chief Metropolitan Magistrate, Hyderabad, under Section 14 of the said SARFAESI Act.

- 4. After taking possession of the secured asset, the said property was put on auction by FIHFCL in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002 on various dates and lastly on 10.01.2023. The auction conducted was failed for want of bidder.
- 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 KMBL 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 BASIS & WHATEVER THERE IS BASIS", unless we receive the entire outstanding amount i.e. Rs. 6,14,81,498/-(Rupees Six Crore Fourteen Lakh Eighty One Thousand Four Hundred Ninety Eight Only) as 27.02.2024 ALONG WITH FUTURE INTEREST APPLICABLE FROM 28.02.2024 until payment in full and other charges as demanded in the instant 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 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".

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	20.03.2024
2	TIME OF AUCTION	12:00 PM TO 1:00 PM WITH UNLIMITED EXTENSION OF 5 MINUTES
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	19.03.2024 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	KOTAK MAHINDRA BANK LTD., 6-3-1109/1, 2 nd floor, West Wing, Jewel pawani Towers, Raj Bhawan Road, Somajiguda, Hyderabad, Telangana- 500082
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE HTTP://BANKAUCTIONS.IN/

- 8. Please treat this notice as Notice under Rule 8(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, KMBL shall be entitled to sell the 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 sub section 8 of section 13, of the act, in respect of the time available, to redeem the secured asset.

For Kotak Mahindra Bank Limited

Authorized Office



Kotak Mahindra Bank

ANNEXURE - "A"

NAME OF THE BORROWERS & ACCOUNT NO.		AMOUNT OUTSTANDING	DESCRIPTION OF THE MORTGAGED PROPERTIES	RESERVE PRICE FIXED (RS.) & EMD (RS.)
1.	MR. RAGHUVEER REDDY	RS. 6,14,81,498/- (RUPEES SIX CRORE FOURTEEN LAKH EIGHTY ONE	ALL THAT THE PORTION OF GROUND FLOOR AND MEZZANINE FLOOR	RESERVE PRICE RS. 2,00,00,000/- (RUPEES TWO
2.	M/S NAKSHATRA HEALTH CARE PRVIATE LIMITED	THOUSAND FOUR HUNDRED NINETY EIGHT ONLY) AS OF 27.02.2024 ALONG	IN PROPERTY BEARING GHMC NO. 6-1-344/1/1, (PART OF GHMC H.NO. 6-1-	CRORE ONLY) EMD: RS.
3.	MRS. ARCHANA POTHA	WITH FUTURE INTEREST APPLICABLE FROM 28.02.2024 UNTIL PAYMENT IN FULL.	344/1) HAVING TOTAL BUILTUP AREA OF 3408 SQ.FT. INCLUDING COMMON AREA ALONG WITH	20,00,000/- (RUPEES TWENTY LAKH ONLY)
LOAN NO. 606108110369609			UDS ADMESAURING 60 SQ.YARDS OR 50.16 SQ. MTRS OUT OF TOTAL AREA ADMEASURING 313	
	*	· · · · · · · · · · · · · · · · · · ·	SQ YARDS, AT BLOCK NO. 1, SITUATED AT PADMARAO NAGAR (WALKER TOWN) SECUNDERABAD,	* ,
			BOUNDARIES: EAST:- ROAD WEST: ROAD NORTH:- PORTION OF	
			PROPERTY 6-1-344/1 SOUTH:- PORTION OF PROPERYTY 6-1- 344/1	
			NAME OF THE MORTGAGOR: RAGHUVEER REDDY	



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HYTERARAD OPO, PIM:500001
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Mt:40grams,
SS:32.00, ,29/02/2024 ,09:21
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