BYSPAD

Ref No: AXIS/ SOUTH/ SAG/ 2021-22/ 076

Date: 01.12.2021

To

1. M/s. Krishna Enterprises (Housing & Infrastructures) India Private Limited,

Registered Office: No. 32, "PSR Marvel", Second Floor, Bellary Main Road, Adjacent to Canara Bank, Hebbal, Bangalore - 560 024.

Also at:

M/s Krishinton Suites - 993, M S Ramaiah Main Road, Near IISc Gate, Mathikere, Bangalore - 560 054.

1. Mr. R Anil Kumar,

No.357/A, Krishna Gokul 1st Stage, 2nd Phase, 1st Main Road, Mathikere, Bangalore - 560 054.

2. Mr. R Sunil Kumar,

No.357/A, Krishna Gokul 1st Stage, 2nd Phase, 1st Main Road, Mathikere, Bangalore - 560 054.

2. M/s. Krishna Enterprises (Housing & Infrastructures) India Private Limited,

(POA holder of Mr. C Jayanna, Mr. Munegowda, Mr. Narayanappa, Mr. Nanjappa & Mr. M Rajagopal), Registered Office:
No. 32, "PSR Marvel", Second Floor, Bellary Main Road, Adjacent to Canara Bank, Hebbal, Bangalore - 560 024.

Also at:

M/s. Krishinton Suites - 993, M S Ramaiah Main Road, Near IISc Gate, Mathikere, Bangalore - 560 054.

Dear Sir/Madam,

Sub: Notice for sale of Secured Asset under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act. 2002 and Rules framed thereunder.

E-AUCTION SALE NOTICE

The undersigned is having powers to issue the notice of sale and in exercise all powers of sale under the Act., whereas, the Authorised Officer had issued **Demand Notice dated 27.09.2018** calling upon the borrower(s) and / or guarantor(s) to pay the amount mentioned in the notice being

Axis Bank Lid Sculh of Recovery Cell Ist Floor, Javahar Towers, New No. 3, Old No. 2, Clubhouse Road, Anna Salai, Chennai - 600 002 044-6137 1099/1100/1101/1108/1110

REGISTERED OFFICE: "Trishul" - 3rd Floor Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad - 380006. Telephone No. 079-26409322 Fax No. - 079-26409321

CIN: L65110GJ1993PLC020769 Website - www.axisbank.com

AXIS BANK

Rs. 5,17,44,910.63/- (Rupees Five Crores Seventeen lakhs Forty Four Thousand Nine Hundred and Ten and Paise Sixty Three only) being the amount due as on 26.09.2018 (Interest applied only till 30.04.2018) together with future interest, thereon at the contractual rate of interest from 01.05.2018, costs and other consequences, damages etc., including the expenses for the said takeover and sale of assets within 60 days from the date of receipt of the said notice.

Whereas you have failed to satisfy your /borrower(s) liabilities to the Bank even after receipt of notice U/s 13(2) and the undersigned had taken possession of the below mentioned property on 15.12.2018 as per sec 13(4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of security interest Act, 2002 (herein after called the act) which has been offered as security by you towards your/borrower's liabilities. Therefore the bank in exercise of its rights granted under the Act and rules, issues this notice under rule 8(6) (immovable) and Rule 9 of the security interest (Enforcement) rules, 2002 calling upon you to discharge in full liabilities amounting to of Rs. 6,62,23,854.63 (Rupees Six Crores Sixty Two Lakhs Twenty Three Thousand Eight Hundred and Fifty Four and Paise Sixty Three Only) being the amount due as on 31.10.2021 (this amount includes interest applied till 31.10.2021 only with interest from 01.11.2021 with costs, expenses, within 15 days from the date of this notice, failing which, the bank shall proceed under the Act with the sale of the secured assets by inviting bids through online E-Auction to realize the above stated outstanding, with interest and costs on the terms and conditions as will be stipulated by the undersigned.

This is without prejudice to any other rights available to the bank under the subject Act or any other law in force. Please note that expenses pertaining to demand notice, taking possession, valuation and sale etc, shall be first deducted from the sale proceeds, which may be realized by the undersigned and the balance of sale proceeds, will be appropriated towards your aforesaid liability. You are at liberty to participate in the E-Auction to be held or may bring suitable buyers on the terms and conditions mentioned in this notice. Please look for the sale advertisement that will appear in the newspapers in English and Telugu in due course.

DESCRIPTION OF THE IMMOVABLE ASSETS

<u>Properties under SI no. 1 & 2 in Schedule C. standing in the name of M/s. Krishna Enterprises (Housing & Infrastructures) India Private Limited</u>

Schedule 'A' Property

ltem: I

All that piece and parcel of property bearing residential Site nos. 6 & 15, Kahaneshumari No. 827, Khata No. 288/109/1A-6 & 15 issued by the Byatrayanapura City Municipal Council, Bangalore – 92, formed in Sy. No. 109/1A of Kodigehally Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: 40 feet and North to South: 60 feet and bounded on that: East by: Property belong to Annadurai & Sampath Kumar, West by: Property belong to Annadurai & Sampath Kumar, North by: Property belong to Annadurai & Sampath Kumar, South by: 30 feet Road left by Bharath Electronics Ltd.

<u>Item: II</u>

All that piece and parcel of property bearing residential Site nos.7 & 14, Kahaneshumari No. 756/13, Khata No. 286/109/1A-7 & 14 issued by the Byatrayanapura City Municipal Council, Bangalore – 92, formed in Sy. No. 109/1A of Kodigehally Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: 40 feet and North to South: 60 feet and bounded on that: East by: Site No. 8 & 13, West by: Property belonging to Pattabhi, North by: Property belong to Annadurai & Sampath Kumar, South by: 20 feet wide Road.

<u>Item: III</u>

All that piece and parcel of property bearing residential Site nos. 16, Khata No. 510/109/1A/16 subsequent Khata No. 289/109/1A-16 issued by the Byatrayanapura City Municipal Council, Bangalore – 92, formed in Sy. No. 109/1A of Kodigehally Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: 40 feet and North to South: 36 feet and bounded on that: East by:20



feet Road, West by: Property bearing No.17, North by: Property belong to Annadurai & Sampath Kumar, South by: Property of N. Sampath.

Item: IV

All that piece and parcel of property bearing residential Site nos. 8 & 13, Khata No. 287/109/1A-8 & 13 issued by the Byatrayanapura City Municipal Council, Bangalore – 92, formed in Sy. No. 109/1A of Kodigehally Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: 40 feet and North to South: 60 feet and bounded on that: East by: Private Property, West by: Property belong to Annadurai & Sampath Kumar, North by: Property belong to Annadurai & Sampath Kumar, South by: 20 feet Wide Road.

Item: V

All that piece and parcel of property bearing residential Site no. 5, Kahaneshumari No. 470, Khata No. 290/109/1A-5 issued by the Byatrayanapura City Municipal Council, Bangalore – 92, formed in Sy. No. 109/1A of Kodigehally Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: 30 feet and North to South: 40 feet and bounded on that: East by: Property belong to Pattabhi, West by: 20 feet Wide Road, North by: Private Property, South by: 20 feet Wide Road.

<u>Item: VI</u>

All that piece and parcel of property bearing residential Site no. 1, Khata No. 1052/109/1B-1 issued by the Byatrayanapura City Municipal Council, Bangalore – 92, formed in Sy. No. 109/1B of Kodigehally Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: 152 feet and North to South: 35 feet and bounded on that: East by: Property belong to Annadurai & Sampath Kumar, West by: Property belong to Chikkavenkatappa, North by: Property belong to Chikkavenkatappa, South by: 30 feet Wide Road.

Item: VII

All that piece and parcel of property bearing residential Site no. 2, Khata No. 1053/109/18-1 issued by the Byatrayanapura City Municipal Council, Bangalore – 92, formed in Sy. No. 109/18 of Kodigehally Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: 152 feet and North to South: 35 feet and bounded on that: East by: Property belong to Annadurai & Sampath Kumar, West by: Property belong to Chikkavenkatappa, North by: 20 feet Wide Road, South by: Property of M/s. Sreekumar & Company.

Item: VIII

All that piece and parcel of property bearing Poultry Land, Khata No. 1054/109/1A-1B issued by the Byatrayanapura City Municipal Council, Bangalore – 92, formed in Sy. No. 109/1A & 109/1B of Kodigehally Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: (216+192)/2 feet and North to South: 172 feet and bounded on that: East by: Property of Munithimmarayappa, West by: Property of M/s. Sree Kumar & Company, North by: Property of Chikkavenkatappa, South by: 20 feet Wide Road.

Item: IX

All that piece and parcel of converted land bearing, Khata No. 16, V.P.No.474/A, subsequent Khata No.25/109/1A-1055, issued by the Byatrayanapura City Municipal Council, Bangalore – 92, formed in Sy. No. 109/1A of Kodigehally Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: 136 feet and North to South: 80 feet and bounded on that: East by: Property of Smt. Renuka Kumar, West by: Property of Sri. Narayanaswamy, North by: Property of Smt. Renuka Kumar, South by: Property of Narayanaiah.

Schedule - 'B' Property

All that piece and parcel of property Residential Site Nos. 01, 02, 05, 06, 07, 08, 13, 14, 15, 16 and Vacant land bearing Khata No.1054/109/1A-1B, presently bearing khata Nos. 286/109/A, 287/109/A, 288/109/A, 289/109/A, 289/1/409/A, 290/109/5 and 1052/109/1B, 1053/109/1B, 1054/109/1B, 1055/109/A, the said numbers merged as single Khata bearing 286/109/A, issued by the Byatrayanapura City Municipal Council, Bangalore – 92 (Presently comes under Bruhat Bangalore Mahanagara Palike, Bangalore), formed out of converted Sy Nos. 109/1A, 109/1A1 and 109/1B of Kodigehalli Village, Yalahanka Hobli, Bangalore North Taluk, totally measuring 77,881 Sq. ft., and bounded as hereunder: - East by: Road, West by: Private Property, North by: Private Property, South by: Road.

Schedule - 'C' Property

Details of property Mortgaged under Sl.no 1 & 2

1. Simple mortgage of Property located at Flat No. G- 012A, Ground Floor, Block E, Krishna Greens, Khata No. 286/109/A/28, Sy. No. 109/1A & 109/1B, Krishna Temple Road, Kodigehally Village, Yelahanka Hobli, Bangalore - 560 097.

All that piece and parcel of Flat / Apartment bearing No.F008, BBMP new Municipal Sub No. 286/109/A/28-F-008, on the First Floor of 'B' Block in the Apartment known as "KRISHNA GREENS", situated at Kodigehalli Village, Bangalore, having super built up area of 1741 Sq. ft., along with undivided share in land measuring 942 Sq. ft., and garden area 159 Sq. ft., in Schedule – B property and common right over the passages, lobbies, lift, open space, staircases, corridors etc. in the apartment, the building is constructed with Bricks and Cement with RCC roofing, Mosaic tiles flooring, jungle wood doors and steel frame windows with electricity, water and sanitary facility.

2. Simple mortgage of Property located F008, First Floor, Block B, Krishna Greens, Khata No. 286/109/A/28, Sy.No. 109/1A & 109/1B, Krishna Temple Road, Kodigehally Village, Yelahanka Hobli, Bangalore - 560 097.

All that piece and parcel of property bearing Flat No.12A, BBMO No.286/109/A/12-G-012A, on the Ground Floor, of 'E' Block in the Apartment known as "KRISHNA GREENS", situated at Kodigehalli Village, Bangalore, having super built up area of 1306 Sq.ft., along with undivided share in land measuring 707 Sq.ft., and garden area 159 Sq.ft., in Schedule – B property and common right over the passages, lobbies, lift, open space, staircases, corridors etc. in the apartment, the building is constructed with Bricks and Cement with RCC roofing, Mosaic tiles flooring, jungle wood doors and steel frame windows with electricity, water and sanitary facility.

3. Simple mortgage of the property standing in the name of Mr. C Jayanna, Mr. Munegowda, Mr. Narayanappa, Mr. Nanjappa, represented through their POA holder / owned by M/s. Krishna Enterprises (Housing & Infrastructures) India Private Limited, located Villa No.11, Khata No. KNW-V-11, Krishna North Woods, S.No. 75/3B & 77/3, Chokkanahalli Village, Nera Hegdenagar, Bangalore - 560 064.

All that piece and parcel of residential Villa Plot bearing No.11, as per the plan sanction by Bangalore Development Authority bearing No.AEE1(N)/T-71/2011-12 dated 09.06.2011 forming a part of the project "Krishna North Woods" developed on land bearing Sy no.75/3B and Sy.no.77/3 (Villa Plot No.11 formed in Sy.no.75/3B) of Chokkanahalli Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: (16.39+16.55)/2 meters, North to South: 10.67 mtrs, totally measuring 175.73 Sq. mtrs. or 1890.91 Sq. ft. of total area along with Residential Villa Constructed thereon with a super built-up area of about 3327 Sq. ft., comprised in Ground, First Floor, Second Floor and consisting of 4 bedrooms, 1 kitchen, 3 Family / Living lounge, 4 bathroom cum toilets, dining room, lobby, terrace and bounded on that: East by: Remaining portion of Sy No. 75, West by: Road, North by: Villa No.10, South by: Villa No.12.

Date and time of e- Auction	20.12.2021 between 11:00 A.M. to 11:30 A.M. for Property 1, between 11:30 A. M. to 12:00 Noon for Property 2, between 12:00 Noon to 12:30 P.M. for Property 3 (with maximum of 3 attempts of five minutes each till sale is completed).
Reserve Price	Rs. 53,00,000/- (Rupees Fifty Three Lakhs Only) - Property 1 Rs. 41,00,000/- (Rupees Forty One Lakhs Only) - Property 2 Rs. 1,45,00,000/- (Rupees One Crore and Forty Five Lakhs Only) - Property 3
Earnest Money Deposit	Rs. 5,30,000/- (Rupees Five Lakhs and Thirty Thousands Only) - Property 1 Rs. 4,10,000/- (Rupees Four Lakhs and Ten Thousands Only) - Property 2 Rs. 14,50,000/- (Rupees Fourteen Lakhs and Fifty Thousands Only)-Property 3

EMD Remittance	Deposit through EFT / NEFT / RTGS/DD Transfer in favour of "AXIS BANK LTD" to the credit of A/c. No. 1541010633007 of SL-Funds In Transit, Axis Bank Ltd, Corporate Banking Branch, Bangalore, Indian Express Building, Second Floor, No.: 1, Queens Road, Bangalore – 560 001. Sol id – 1541. IFS Code: UTIB0001541
Bid Multiplier	Rs. 50,000/- for Property 1
	Rs. 50,000/- for Property 2
	Rs. 1,00,000/- for Property 3
Inspection of	10.12.2021 between 11:00 A.M. and 03:00 P.M.
property	
Submission of	
online	04.12.2021 from 11.00 A.M.
application for bid	04.12.2021 110111 11.00 A.M.
with EMD	8
Last date for	
submission of	18 12 2021 up to 5 00 P M
online application	18.12.2021 up to 5.00 P.M.
for bid with EMD	

Public E-Auction Sale Notice will be published in "The New Indian Express" (English Version) and "Kannada Prabha" (Kannada Version) – Bangalore Editions on 04.12.2021.

Terms and Conditions

- 1. The property will be sold by e-Auction through the Bank's approved service provider M/s e-Procurement Technologies Ltd (ETL) under the supervision of the Authorised Officer of the Bank.
- 1. e-Auction Tender Document containing online e-Auction bid form, declaration, general terms and conditions of online auction sale are available in ETL's website https://axisbank.auctiontiger.net
- 2. Intending bidders shall hold valid e-mail address. For further enquiry you may please contact M/s e-Procurement Technologies Limited, Mr Praveen Thevar 97227 78828, Landline 079-61200530 and email id: praveen.thevar@auctiontiger.net
- 3. Bids in the prescribed formats given in the Tender Document shall be submitted "online" through the portal of https://axisbank.auctiontiger.net. Bids submitted otherwise shall not be eligible for consideration.
- 4. The EMD and other payments shall be remitted through EFT / NEFT / RTGS/DD to the bank account as specified above.
- 5. Bid form without EMD & below the Reserve Price shall be rejected summarily.
- 6. After the submission of the bid forms, the bidders are not allowed to withdraw the bid forms/EMD, before completion of the e-auction.
- 7. Online auction sale will start automatically on and at the time as mentioned above. Auction / bidding time will initially be for a period of one hour with maximum of 3 attempts of five minutes each till sale is completed.
- 8. Auction / bidding will be only online through the portal provided by ETL.
- 9. Demo e-Auction process will be conducted by ETL for familiarization and allocation of user name/password to eligible prospective bidders for access to the e-Auction at the specified date and time.
- 10. The property shall be sold to the highest bidder. The purchaser shall deposit 25% of the sale price (less the EMD) immediately and the balance sale price within 15 days from the date of auction sale.
- 11. In default of payment of balance sale price referred to above within the time stipulated unless otherwise extended, the sale will stand automatically revoked and the deposit(s) shall be forfeited.

- 12. On confirmation of sale by the Bank and if terms of payment have been complied with, the Authorised Officer will issue the Sale Certificate in the name of the purchaser only.
- 13. The purchaser shall bear the charges/fee payable for conveyance such as registration fee, stamp duty, etc. as applicable as per law.
- 14. The property is sold on 'As is where is' 'As is what is' 'Whatever there is' and 'No recourse basis' condition. The purchasers should satisfy themselves in this connection before participating in the e-Auction and the bank does not give any guarantee or warranty (about classification / quality and quantity of the assets). The purchasers should make their own enquiries regarding any attachments, claims, charges, statutory liabilities, arrears of property tax, electricity dues, etc. of the property by themselves before participating in the auction.
- 15. The particulars about the property specified in the tender document have been stated to the best of the information of the Authorised Officer and the Authorised Officer shall not be answerable for any error, mis-statement or omission in this proclamation.
- 16. EMD of the unsuccessful bidders will be returned through EFT/NEFT/RTGS/DD to the bank account details provided by them in the bid form and intimated via their email id.
- 17. The Authorised Officer has the absolute right to accept or reject the bid or postpone or cancel the sale, as the case may be without assigning any reason thereof and also to modify any terms and conditions of this sale without any prior notice. Property being put up for sale only based on the symbolic possession taken by Bank U/s 13(4) of SARFAESI.
- 18. The property is being sold with existing encumbrances whether known or unknown to the bank and the intending bidder shall satisfy himself about the title. Ownership, statutory approvals, encumbrances, claims etc. in regard to the property. Any encumbrance that may arise after the date of the notice will also be borne by the purchaser.
- 19. In case of all the tenders are rejected, Authorised Officer can negotiate with any of the Tenderers or other parties for sale of the properties by private treaty.
- 20. The sale certificate will be delivered only after the payment of the entire bid amount and other charges if any.
- 21. This publication should be considered as 15 days' notice to the borrowers /guarantors/mortgagors under the Act.
- 22. Payment of sale consideration by the successful bidder to the bank will be subject to TDS under Section 194 1 A of Income Tax Act 1961 and TDS is to be made by the successful bidder only at the time of deposit of remaining 75% of the bid amount.

For further details regarding inspection of property / e-Auction, the intending bidders may contact during business hours, Phone No. 90030 76859. For e-auction services please contact the Bank's approved service provider M/s. e-Procurement Technologies Limited, Mr Praveen Thevar – 97227 78828, Landline – 079-61200530 and email id: praveen.thevar@auctiontiger.net.

Place: Chennai Date : 01.12.2021 AUTHORISED OFFICER
AXIS BANK