

Ref No: AXIS/SRC/2019-20/120
23.09.2019

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.

2. **Mr. R Anil Kumar,**

No.357/A, Krishna Gokul 1st Stage,

2nd Phase, 1st Main Road,

Mathikere, Bangalore - 560 054.

3. **Mr. R Sunil Kumar,**

No.357/A, Krishna Gokul 1st Stage,

2nd Phase, 1st Main Road,

Mathikere, Bangalore - 560 054.

4. **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,

Sale Notice

Sub: Notice for Sale under the Security and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & (Enforcement) Rules 2002 and Rules framed there under.

The undersigned being Authorised Officer is having full powers to issue this notice of sale and exercise all the powers of sale under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules framed there under.



You have committed default in payment of outstanding dues of **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 incidental expenses for the facilities availed by you. Hence the bank has issued a Demand Notice dated **27.09.2018** to pay the above mentioned amount within 60days. You have failed to pay the amount even after the expiry of 60 days.

Therefore the Authorised Officer, in exercise of powers conferred under section 13(4) has taken possession of the below mentioned properties on **15.12.2018** which has been offered as security by you towards your liabilities and the same has been published in The New Indian Express and Kannada Prabha – Bangalore Editions on **18.12.2018**.

Therefore the bank in exercise of its rights granted under the Act and Rules, notice is hereby given under Rule 8(6) and Rule 6(2) to you pay sum of **Rs. 6,15,28,797.63 (Rupees Six Crores Fifteen Lakhs Twenty Eight Thousand Seven Hundred and Ninety Seven and Paise Sixty Three Only)** being the amount due as on 31.08.2019 (this amount includes interest applied till 31.08.2019 only) with interest from 01.09.2019 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 Properties to realize the above stated outstanding amount with interest costs and expenses, in the following mode, in our discretion the terms and conditions as will be stipulated by the undersigned.

The "Public Auction Sale" of the property mortgaged by you, as collateral security against the facilities availed by you, is scheduled as per the "Public Auction Sale Notice".

The notice will be published in two leading Newspapers, as per the provisions of the SARFAESI ACT,2002.

Public Auction Sale Notice will be published in the "**The New Indian Express**" and "**Kannada Prabha**" Bangalore Editions on **25.09.2019**.

DETAILS OF AUCTION SALE

PLACE OF TENDER / AUCTION

: **Axis Bank Ltd.,**
Corporate Banking Branch, Bangalore
Indian Express Building, Second Floor,
No. 1, Queens Road, Bangalore – 560 001.

DATE OF OPENING TENDER/AUCTION

: **11.10.2019**

DESCRIPTION OF THE IMMOVABLE ASSETS

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

Schedule 'A' Property

Item: 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.

Item: II

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.

Item: III

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.

Item: VI

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. 1053/109/1B-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: 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, 289/1/109/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.

RESERVE PRICE : Rs. 49.00 Lakhs

EMD AMOUNT : Rs. 4.90 Lakhs

TIME : 11:00 AM

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.

RESERVE PRICE : Rs. 64.00 Lakhs

EMD AMOUNT : Rs. 6.40 Lakhs

TIME : 11:30 AM



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

RESERVE PRICE : Rs. 178.00 Lakhs

EMD AMOUNT : Rs. 17.80 Lakhs

TIME : 12:00 NOON

4. Simple mortgage of the property standing in the name of Mr. M Rajagopal, represented through their POA holder / owned by M/s. Krishna Enterprises (Housing & Infrastructures) India Private Limited, located Villa No.64, Khata No. KNW-V-64, 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.64, carved out of residentially converted immovable property land (OM No-A.L.N.(N.A.Y) SR:270/2007-08, issued by the Special Deputy Commissioner(Revenue), Bangalore District dated 22.07.2009) forming a part of the project " Krishna North Woods" developed on land bearing in Sy no.77/3 situated at Chokkanahalli Village, Yelahanka Hobli, Bangalore North Taluk, measuring East to West: 10.67 meters, North to South: (17.34+17.65)/2 Mtrs, totally measuring 187.73 Sq.Mtrs., or 2020 Sq.ft of sital area along with Residential Villa Constructed thereon with a super built-up area of about 3131 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: Villa No. 63, West by: Villa No. 65, North by: 12.19 Mtrs Wide Road, South by: Private Property.

RESERVE PRICE : Rs. 188.00 Lakhs

EMD AMOUNT : Rs. 18.80 Lakhs

TIME : 12:30 PM

The borrowers/guarantors/mortgagors having failed to repay the dues as above, the Bank in exercise of the Powers conferred under the Act propose to realize the dues, inter alia, by sale of the below mentioned property under the provisions of the SARFAESI Act 2002 read with the relevant rules of the Security Interest (Enforcement) Rules, 2002, on 'as is where is and as is what is' and 'whatever there is' and 'no recourse basis' by inviting sealed tenders from the public at the Date, Time and Place mentioned hereunder, subject, to the terms and conditions.

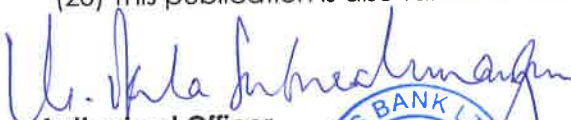
Please note that all expense pertaining to demand notice, taking possession, valuation and sale etc, shall be first deducted from the sale proceeds, which may be realized by the undersigned and the balance of the sale proceeds will be appropriated towards your liability as aforesaid. You are at liberty to participate in the sale be held on the terms and conditions thereof including deposit of earnest money.

TERMS AND CONDITIONS OF SALE

- (1) The Tender form can be collected from above mentioned addresses during office hours from 11.00 AM to 4.00 PM. (2) The above secured assets will be sold in "AS IS WHERE IS" and "AS IS WHAT IS" and "WHATEVER THERE IS" and "NO RECOURSE" condition. (3)The intending bidders should submit



their bids in the prescribed tender form along with their ID and Address proof in closed Cover along with above mentioned EMD separately for the above property by way of banker's cheque / demand draft favouring The Authorized Officer, Axis Bank Limited, payable at Bangalore enclosed to the tender application, which is refundable without interest, if the bid is not successful. In the case of successful bidder the said deposit shall be adjusted. Tenders not in the prescribed form will not be accepted. Tender without EMD shall be summarily rejected. (4) The intending bidders have to submit their offer, in sealed envelope **on or before 10.10.2019 by 5.00 P.M.** to above mentioned addresses, which will be opened on the date & time fixed for Auction. The left top corner of the cover should be prescribed **'Public Tender for purchase of property A/c. M/s. Krishna Enterprises (Housing & Infrastructures) India Private Limited, Axis Bank Ltd.. Property 1,2,3 or 4 as the case may be'** (5) The EMD amount shall be liable for forfeiture without prior notice if the successful Bidder fails to adhere to the terms and conditions of the Auction Sale. (6) The sealed tenders will be opened by the Authorised Officer in the presence of the Available bidders at above prescribed time. (7) The successful bidders should pay 25% of the bid amount (less the EMD) immediately on sale being knocked in bidder's favour and the balance amount within 15 days from thereon. On failure of the successful bidder in making the balance amount, the entire deposit amount paid by the bidder shall be forfeited without any notice unless time is extended further in writing by the Secured Creditor (The Bank) and property will be resold. Payment is to be made in the form of Banker's Cheque/Demand Draft/RTGS in favour of The Authorized Officer, Axis Bank Limited, payable at Bangalore (8) The successful bidder should bear the charge / fee payable for conveyance such as Stamp Duty, Registration fees, incidental expenses etc as applicable as per law. The successful bidder shall also bear all statutory dues if any and also all dues pending like electricity charges, water charges, and maintenance charges and for other services provided if any. The bank (Secured Creditor) does not undertake any responsibility to procure any permission/license etc in respect of the secured assets / immovable properties offered for sale. (9) The Authorised Officer has the absolute right to accept or reject the bid or Adjourn / Postpone the auction without assigning any reason thereon and also to modify any terms and condition of this sale without any prior notice. The Authorized Officer also reserves the right to sell the property by any of the modes prescribed under the SARFAESI Act, SIE Rule, 2002. (10) The sale is subject to confirmation by the Bank. (11) The property mentioned above will not be sold below the Reserve Price fixed. (12) 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. (13) 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. (14) It is the responsibility of the Tenderers to inspect and satisfy themselves about the Assets and specifications before participating in the tender. (15) Any statutory dues shall be borne by the purchaser. (16) The sale certificate will be delivered only after the payment of the entire bid amount and other charges if any. (17) The property may be inspected on **01.10.2019** between 11.00 A.M and 3.00 P.M. (18) For Inspection of the property and for any other information about the public tender Or the property, etc, if required, the intending bidders may contact above mentioned addresses or phone no. 044 – 61371110/1101 (19) Payment of sale consideration by the successful bidder to the bank will be subject to TDS under Section 194 – 1A 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 (20) This publication is also taken as notice to the borrowers / guarantors / mortgagors.


Authorised Officer,
Axis Bank Ltd,
Chennai.

