

ANNEXURE-VII

NOTICE OF SALE OF IMMOVABLE PROPERTY TO BORROWERS

To,

1. Mr. Srivatsa Banagere Parthasarathy,
S/o. Mr. Subbarao Parthasarathy
Aged about 45 years
No. 87, Shandilya, 4th Main, 1st Block,
Banashankari 3rd Stage,
Bangalore – 560085

Also At,

Mr. Srivatsa Banagere Parthasarathy,
S/o. Mr. Subbarao Parthasarathy
Aged about 45 years
No.36, Sri Venkateshwara Nilaya,
2nd Cross, 1st Main, Ittimadu,
Banashankari 3rd Stage,
Bangalore - 560085

Also At,

Mr. Srivatsa Banagere Parthasarathy,
Director, M/s. Nesara Electricals Pvt Ltd,
No.319, 8th Main, 14th Cross,
2nd Block, Jayanagar,
Bangalore – 560011

Also At,

Mr. Srivatsa Banagere Parthasarathy,
S/o. Mr. Subbarao Parthasarathy
Aged about 45 years
Divya Residency, A-2, 2nd Floor,
No.6/1, 13th A Cross, 2nd Block,
Jayanagar,
Bangalore – 560011

2. Mrs. Anitha Srivatsa
W/o. Mr. Srivatsa Banagere Parthasarathy
Aged about 38 years
No. 87, Shandilya, 4th Main, 1st Block,
Banashankari 3rd Stage,
Bangalore – 560085

Also At,

Mrs. Anitha Srivatsa
W/o. Mr. Srivatsa Banagere Parthasarathy
Aged about 38 years
No.36, Sri Venkateshwara Nilaya,
2nd Cross, 1st Main, Ittimadu,
Banashankari 3rd Stage,
Bangalore – 560085

Also At,

Mrs. Anitha Srivatsa
Director, M/s. Nesara Electricals Pvt Ltd,
No.319, 8th Main, 14th Cross,
2nd Block, Jayanagar,
Bangalore – 560011

Also At,

Mrs. Anitha Srivatsa
W/o. Mr. Srivatsa Banagere Parthasarathy
Aged about 38 years
Divya Residency, A-2, 2nd Floor,
No.6/1, 13th A Cross, 2nd Block,
Jayanagar,
Bangalore – 560011

Dear Sir / Madam,

Ref: Sale of secured assets being immovable property situated at Apartment No.A-2 in Second floor of “Divya Residency” in land bearing No.6/1, situated at 13th A Cross, 2nd Block, Jayanagar, Bangalore – 560011,

Please refer to the possession notice of the immovable property situated at Apartment No.A-2 in Second floor of “Divya Residency” in land bearing No.6/1, situated at 13th A Cross, 2nd Block, Jayanagar, Bangalore – 560011, issued to you on 5-Jun-2014, and the publication of the said notice in The New Indian Express and Kannada Prabha on 11-Jun-2014 to both Mr. Srivatsa Banagere Parthasarathy and Mrs. Anitha Srivatsa by the undersigned for the purpose of realization of secured assets in exercise of the powers conferred on the secured creditors under the provisions of the Securitization and Reconstruction of Financial assets and Security Interest Act, 2002 and the Rules there under. Till date, you have not made payment to the Bank towards discharge of your liabilities in full and hence we propose to sell the aforesaid immovable property on 22-Mar-16 to recover the dues in.

We hereby give you notice of thirty days that the aforesaid immovable property shall be sold by the undersigned at 12.30 P.M on 22-Mar-16 at The HDFC Bank Ltd, 3rd Floor, Golden Towers, Near Golden Enclave, Old Air-port Road, Kodihalli, Bangalore- 560 017

A copy of the notice inviting tenders for sale containing particulars of the immovable property, earnest money deposit, date and time fixed for inspection, last date for submission of offers and date, time and place of sale is enclosed for your information. The said notice is also published on 18-Feb-16 in The New Indian Express and Samyuktha Karnataka.

It is needless to add that you are entitled to redeem the securities by making payment of our dues with all costs, charges and expenses any time before the above date fixed for sale.

This sale notice is also published in www.bankpropertyauction.com for participating in online auctions.

Date: 18-Feb-2016
Place: Bangalore

Yours faithfully,

Authorised Officer
HDFC Bank Ltd.

ANNEXURE--VIII

PROCLAMATION OF SALE

Whereas under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, a notice dated 22-Aug-13, for the recovery of a sum of Rs. 29,40,597.98/- (Rupees Twenty Nine Lakhs Forty Thousand Five Hundred Ninety Seven and Ninety Eight Paise only) from 1) Mr. Srivatsa Banagere Parthasarathy and 2) Mrs. Anitha Srivats (Hereinafter referred to as 'the borrower') was issued to the borrower.

And whereas the secured asset mentioned in the schedule was taken possession on 12-Jan-2016.

Whereas the sale of secured asset is to be made to recover the secured debt.

And whereas on the 22-Mar-16, (The date fixed for the sale), there will be due under the secured debt, a sum of Rs.36,32,225.51 (Rupees Thirty Six Lakhs Thirty Two Thousand Two Hundred Twenty Five and Fifty One paise only) including costs and interest from the date of notice, that is 22-Aug-13.

Notice is hereby given that, in the absence of any postponement/ discontinuance of the sale, the said property shall be sold by tender at 12.30 P.M. on 22-Mar-16 at The HDFC Bank Ltd, 3rd Floor, Golden Towers, Near Golden Enclave, Old Air-port Road, Kodihalli, Bangalore- 560 017.

The sealed tenders for the purchase of the property shall be received by the Authorized Officer of the Bank till 5.30 PM on the 19-Mar-16.

The sale of the property will be in as is where is condition and the liabilities and claims attaching to the said property, so far as they have been ascertained, are specified in the Schedule.

The description of the property that will be put up for sale is in the Schedule. The sale will also be stopped if, amount due as aforesaid, interest and costs (including the cost of the sale) are tendered to the 'Authorised Officer' or proof is given to his satisfaction that the amount of such secured debt, interest and costs has been paid.

At the sale, the public generally is invited to submit their tender personally. No officer or other person, having any duty to perform in connection with this sale shall, however, directly or indirectly bid for, acquire or attempt to acquire any interest in the property sold.

Notwithstanding anything stated above, it is open to the Bank to appoint a representative and to make self-bid and participate in the auction.

If the Borrower pays the amount due to the Bank in full before the date of sale, the sale is liable to be stopped.

The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules, 2002 and to the following further conditions:

1. The particulars specified in the Schedule herein below have been stated to the best of the information of the undersigned, but the undersigned shall not be answerable for any error, misstatement or omission in this proclamation.
2. The reserve price, below which the property shall not be sold, is Rs. 70,13,850/- (Rupees Seventy Lakhs Thirteen Thousand Eight Hundred and Fifty only)
3. All the tenders submitted for the purchase of the property shall be accompanied by EMD of a sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand only) by way of a Demand Draft favouring the HDFC BANK Ltd. payable at Bangalore. The EMD Demand Drafts will be returned to the unsuccessful bidders.
4. In the event of any dispute arising as to the amount bid, or as to the bidder, the lot shall at once again be put up to auction.
5. The highest bidder shall be declared to be the purchaser of any lot provided always that he is legally qualified to bid and provided further that the amount bid by him is not less than the reserve price. It shall be in the discretion of the 'Authorised Officer' to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so.
6. For reasons recorded, it shall be in the discretion of the 'Authorised Officer' to adjourn/discontinue the sale.
7. Inspection of the property may be done on 17-Mar-16 and 18-Mar-16 between 10.00 AM and 5.00.PM.
8. The person declared to be the purchaser shall, immediately after such declaration, deposit twenty-five per cent of the amount of purchase money to the 'Authorised Officer' and, in default of such deposit, the property shall forthwith be put up again and resold.

In case the initial deposit is made as above said, the balance amount of the purchase money payable shall be paid by the purchaser to the 'Authorised Officer' on or before the 15th day from the date of confirmation of the sale of the property, exclusive of such day, or if the 15th day be a Sunday or other holiday, then on the first office day after the 15th day. In default of payment within the period mentioned above, the property shall be resold, after the issue of a fresh proclamation of sale. The deposit shall stand forfeited to the Bank and the defaulting purchaser shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.

SCHEDULE OF PROPERTY

Description of property to be sold with the name/s of the owner/s

Schedule - A

All that piece and parcel of the undivided interest in the site bearing No.6/1, situated at 13th A Cross, 2nd Block, Jayanagar, Bangalore – 560011. The unique property ID No (PID) allotted to this property is 50-65-6/1, (formerly being the western half portion of property bearing No.4 of property No.18/2, of Upparahalli, Bangalore), presently coming within the jurisdiction of the Bangalore Mahanagara Palike Ward No.50.

Measuring:

East to West : 25 feet,
North to South : 80 feet,

And totally measuring approximately about 2,000 sq fts.

And bounded on the :

East : Property bearing No.6 and 6/2,
West : Property bearing Old No.3, New No.18/2,
North : Road,
South : Private Property/Conservancy.

Schedule - B

Apartment No.A-2 in Second floor of "Divya Residency" in land bearing No.6/1, situated at 13th A Cross, 2nd Block, Jayanagar, Bangalore – 560011, the unique property ID No. (PID) allotted to this property is 50-65-6/1, (formerly being the western half portion of property bearing No.4 of property No.18/2, of Upparahalli, Bangalore), presently coming within the jurisdiction of the Bangalore Mahanagara Palike Ward No.50.

And Super built up area of 1070 sq feet together with an undivided 16.6% share, right, title, claim and interest in the land comprised in the Schedule A property equivalent to 333.3 sq ft, brick and cement wall, marble flooring, doors and windows are made out of teak wood with all civic amenities, covered card parking in the basement floor.

Revenue assessed upon the property or any part thereof
NIL

Details of any encumbrances, known to the Bank, to which the property is liable:

NIL

Claims, if any, which have been put forward to the property and any other known particulars bearing on its nature and value:

NIL

Dated at Bangalore this the 18th Feb, 2016.

AUTHORISED OFFICER.

HDFC BANK LTD.