

Appendix IV (Rule - 8 (1)) POSSESSION NOTICE (for immovable property)

Whereas,

The undersigned being the Authorised Officer of the RBL Bank Ltd. under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) (Act) and in exercise of powers conferred under Section 13(12) read with Rule 3 of the Security Interest (Enforcement) Rules, 2002 (Rules) issued demand notice dated 04th March, 2022 calling upon M/s. Chamundi Construction (Partnership Firm) ("Borrower"), Mr. M. Nageshwara Rao and Mrs. Manchala Venkata Ramana ("Guarantor (s) / Mortgagor (s)") to repay the amount mentioned in the notice being Rs. 5,57,45,356.10 (Rupees Five Crore Fifty-Seven Lac Forty Five Thousand Three Hundred Fifty Six and Paisa Ten Only, as on 28.02.2022 with interest at contractual rate thereon and to return the two Existing Bank Guarantees aggregating to Rs 2,05,79,130 (Rupees Two Crores Five Lakh Seventy Nine Thousand One Hundred and Thirty) (as defined and outlined in Demand Notice) within 60 days from the date of receipt of the said notice.

The Borrower / Guarantor(s)/ Mortgagor(s) having failed to repay the amount and to return the Existing Bank Guarantees, notice is hereby given to the Borrower / Guarantor(s)/ Mortgagor(s) and the public in general that pursuant to the order dated 06.10.2023 passed by XVII Additional Chief Metropolitan Magistrate, Hyderabad in Crl. M.P No. 1361 of 2023, the appointed Advocate Commissioner Smt. L Manisha has taken **physical possession** of the property described herein below and handed over the same to the undersigned, being the Authorised Officer of the RBL Bank Ltd on the 10th **day of October, 2023.** The undersigned has taken possession of the said property in exercise of powers conferred on him under sub section (4) of Section 13 of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on the 10th **day of October, 2023.** Previously, the Authorised Officer of RBL Bank Ltd. had taken symbolic possession of the said property on the 04th day of January, 2023, in exercise of powers conferred on him under the Act and Rules and in compliance of orders passed by Hon'ble Debts Recovery Tribunal -II, at Hyderabad dated 3rd January, 2023 in I.A. No. 02 of 2023 in S.A. No. 01 of 2023.

The Borrower / Guarantor(s)/ Mortgagor(s) in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of the RBL Bank Ltd. for an amount of Rs. 7,73,13,682.26 (Rupees Seven Crore Seventy Three Lakh Thirteen Thousand Six Hundred Eighty Two and Paisa Twenty Six only), as on 31.07.2023 together with interest at contractual rate (till complete payment and/or realisation) and one Existing Bank Guarantee being BG no. BBGI00911400010 amounting to Rs 1,02,89,565(Rupees One Crore Two Lakh Eighty Nine Thousand Five Hundred Sixty Five only)*.

The Borrower/Guarantor(s)/ Mortgagor(s) attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.

Name of Account and Address of the Borrower, Guarantor(s) and Mortgagor(s)	Date of Demand Notice	Outstanding Dues/Amount Due* (Rs)	Date of Physical Possession
1) M/s. Chamundi Construction (Through its Partners) Mr. M. Nageswara Rao and Mrs. Manchala Venkata Ramana – (Borrower & Hypothecator) Flat No.101, Sri Sai Apartments, Road No.5, Street No.9, Nehru Nagar, West Marredpally, Secunderabad – 500026.	March 04, 2022	Rs. 7,73,13,682.26 (Rupees Seven Crore Seventy Three Lakh Thirteen Thousand Six Hundred	October 10 th , 2023
10-1-214/A1, A2, Sai Nivas, 3rd Floor,	k.com	Eighty Two and Paisa Twenty Six only), as on	& ANK LIA

RBL Bank Ltd.



31.07.2023 together with interest at contractual rate (till complete payment
contractual rate (till
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complete payment
and/or realisation)
and one Existing
Bank Guarantee
amounting to Rs
1,02,89,565 (Rupees
One Crore Two
Lakh Eighty Nine
Thousand Five
Hundred Sixty Five
only)

*One out of the two Existing Bank Guarantees (as defined and outlined in the Demand Notice) being BG No. BBGI00911400006 amounting to Rs 1,02,89,565 stands invoked by the beneficiary and added to the outstanding dues. In case, the second Existing Bank Guarantee being BG no. BBGI00911400010 amounting to Rs 1,02,89,565 also gets invoked by the beneficiary, in future, the same shall be added to the outstanding dues.

Description of the Immovable Property

a) All the property is comprising of "Entire third floor" consisting of builtup area 4749.615 Square Feet (including common areas) and 6 car parking space admeasuring 1200 Square Feet (each @ 200 Square Feet) together with undivided share of land admeasuring 161.83 Sq. Yds or 135.31 Sq.Mtrs out of total admeasuring 1157 Sq. Yards in Commercial Complex/Building bearing GHMC Premises No. 8-2-293/82/A/1097, in Survey No 120 (New), (Old Survey NO. 403/1), situated at Shaikpet Village & Mandal, Hyderabad – Andhra Pradesh now known as Jublee Hills, Road No. 36, Hyderabad, and bounded as follows:

North: Open to Sky

South: Open to Sky

East: Corridor, Staircase & Lift

West: Open to Sky

b) All the property is comprising of "Entire fourth floor" consisting of builtup area 4870.71 Square Feet (including common areas) and 6 car parking space admeasuring 1200 Square Feet (each @ 200 Square Feet) together with undivided share of land admeasuring 141.83 Sq. Yds or 118.59 Sq.Mtrs out of total admeasuring 1157 Sq. Yards in Commercial Complex/Building bearing GHMC Premises No. 8-2-293/82/A/1097, on plot no 1097, in Survey No 120 (New), (Old Survey NO. 403/1), situated at Shaikpet Village & Mandal, Hyderabad – Andhra Pradesh now known as Jublee Hills, Road No. 36, Hyderabad and bounded as follows:

North: Open to Sky:

South: Open to Sky

East: Corridor, Staircase & Lift

West: Open to Sky

Date: October 10th, 2023

Place: Hyderabad www.rblbank.com

Authorised Officer (RBL Bank Ltd.)

Building



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Whereas,

The undersigned being the Authorised Officer of the RBL Bank Ltd. under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) (Act) and in exercise of powers conferred under Section 13(12) read with Rule 3 of the Security Interest (Enforcement) Rules, 2002 (Rules) issued demand notice dated 04th March, 2022 calling upon M/s. Chamundi Construction (Partnership Firm) ("Borrower"), Mr. M. Nageshwara Rao and Mrs. Manchala Venkata Ramana ("Guarantor (s) / Mortgagor (s)") to repay the amount mentioned in the notice being Rs. 5,57,45,356.10 (Rupees Five Crore Fifty-Seven Lac Forty Five Thousand Three Hundred Fifty Six and Paisa Ten Only, as on 28.02.2022 with interest at contractual rate thereon and to return the two Existing Bank Guarantees aggregating to Rs 2,05,79,130 (Rupees Two Crores Five Lakh Seventy Nine Thousand One Hundred and Thirty) (as defined and outlined in Demand Notice) within 60 days from the date of receipt of the said notice.

The Borrower / Guarantor(s)/ Mortgagor(s) having failed to repay the amount and to return the Existing Bank Guarantees, notice is hereby given to the Borrower / Guarantor(s)/ Mortgagor(s) and the public in general that pursuant to the extension of warrant order dated 10.04.2024 passed by XVII Additional Chief Metropolitan Magistrate, Hyderabad in Crl. M.P No. 1361 of 2023, the appointed Advocate Commissioner Smt. L Manisha has taken physical possession of the property described herein below and handed over the same to the undersigned, being the Authorised Officer of the RBL Bank Ltd on the 25th day of April, 2024. The undersigned has taken possession of the said property in exercise of powers conferred on him under sub section (4) of Section 13 of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on the 25th day of April, 2024. Previously, the Authorised Officer of RBL Bank Ltd. had taken symbolic possession of the said property on the 04th day of January 2023, in exercise of powers conferred on him under the Act and Rules and in compliance of orders passed by Hon'ble Debts Recovery Tribunal -II, at Hyderabad dated 3rd January, 2023 in I.A. No. 02 of 2023 in S.A. No. 01 of 2023.

The Borrower / Guarantor(s)/ Mortgagor(s) in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of the RBL Bank Ltd. for an amount of Rs. 6,98,92,841.26 (Rupees Six Crore Ninety-Eight Lakh Ninety-Two Thousand Eight Hundred Forty-One and Paisa Twenty Six only) as on 30.11.2023 together with further interest at contractual rate, plus penal interest and other charges/expenses incurred by the Bank and amounts as per the loan and security documents till payment and/or realisation thereof and one Existing Bank Guarantee being BG no. BBGI00911400010 amounting to Rs 1,02,89,565(Rupees One Crore Two Lakh Eighty Nine Thousand Five Hundred Sixty Five only)*.

The Borrower/ Guarantor(s)/ Mortgagor(s) attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured asset described hereinbelow:

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Name of Account and Address of the Borrower, Guarantor(s) and Mortgagor(s)	Date of Demand Notice	Outstanding Dues/Amount Due* (Rs)	Date of Physical Possession
1) M/s. Chamundi Construction (Through its Partners) Mr. M. Nageswara Rao and Mrs. Manchala Venkata Ramana – (Borrower & Hypothecator) Flat No.101, Sri Sai Apartments, Road No.5, Street No.9, Nehru Nagar, West Marredpally, Secunderabad – 500026. 10-1-214/A1, A2, Sai Nivas, 3rd Floor, Above State Bank of India, West Marredpally, Secunderabad – 500026. 10-02-28, Plot No. 102, Flat No. 501 & 502, Akshat Residency, West Marredpally,	March 04, 2022	Rs. 6,98,92,841.26 (Rupees Six Crore Ninety-Eight Lakh Ninety-Two Thousand Eight Hundred Forty- One and Paisa Twenty Six only) as on 30.11.2023 together with further interest at contractual rate, plus penal interest and other charges/expenses incurred by the Bank	April 25, 2024
Secunderabad – 500026 2) Mr. M. Nageswara Rao (Managing Partner, Guarantor and Mortgagor) 10-02-28, Plot No. 102, Flat No. 501 & 502, Akshat Residency, West Marredpally, Secunderabad – 500026 3) Mrs. Manchala Venkata Ramana (Partner, Guarantor and Mortgagor) 10-02-28, Plot No. 102, Flat No. 501 & 502, Akshat Residency, West Marredpally, Secunderabad – 500026		and amounts as per the loan and security documents till payment and/or realisation thereof and one Existing Bank Guarantee amounting to Rs 1,02,89,565 (Rupees One Crore Two Lakh Eighty Nine Thousand Five Hundred Sixty Five only)	

*One out of the two Existing Bank Guarantees (as defined and outlined in the Demand Notice) being BG No. BBG100911400006 amounting to Rs. 1,02,89,565 stands invoked by the beneficiary and added to the outstanding dues. In case, the second Existing Bank Guarantee being BG no. BBG100911400010 amounting to Rs. 1,02,89,565 also gets invoked by the beneficiary, in future, the same shall be added to the outstanding dues.

Description of the Immovable Property

a) All the property is comprising of "Entire third floor" consisting of builtup area 4749.615 Square Feet (including common areas) and 6 car parking space admeasuring 1200 Square Feet (each @ 200 Square Feet) together with undivided share of land admeasuring 161.83 Sq. Yds or 135.31 Sq. Mtrs out of total admeasuring 1157 Sq. Yards in Commercial Complex/Building bearing GHMC Premises No. 8-2-293/82/A/1097, in Survey No 120 (New), (Old Survey NO. 403/1), situated at Shaikpet Village & Mandal, Hyderabad – Andhra Pradesh now known as Jublee Hills, Road No. 36, Hyderabad, and bounded as follows:

North: Open to Sky East: Corridor, Staircase & Lift

South: Open to Sky West: Open to Sky

Date: April 25, 2024 Place: Hyderabad

Authorised Officer (RBL Bank Ltd.)

Hansalaya Building

(AP-151)

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