ANNEXURE 1

NOTICE TO BORROWER
(UNDER SUB-SECTION (2) OF SECTION 13 OF THE SARFAESI ACT, 2002)

Place: BALOD
Date: 04.05.2022

To,

M/S SAI KRIPA AGENCY PROP HITESH KUMAR CHOUTHANI

Dear Sir/s,

Re: Credit facilities with our BALOD Branch

We refer to letter no. zocc/bpl/2018-19/68 dated 29.09.2018 conveying sanction of various credit facilities and the terms of sanction. Pursuant to the above sanction, you have availed and started utilizing the credit facilities after providing security for the same, as hereinafter stated. The present outstanding in various loan/credit facility accounts and the security interests created for such liability are as under:

Nature and type of facility	Limit (Rs.) In lakhs	Rate of Interest	O/s as on 02.02.20222 (inclusive of interest up to 02.02.2022	Security agreement with brief description of securities (please mention the details of security agreements and details of mortgaged property including total area and boundaries)
CASH CREDIT GENERAL	Rs 2550000/-	8.30%	Rs. 2,558,225.93+interest	EMTD of diverted land & building situated at part of Kh No 717/5 P H No 6 RNM mararpara Ward no 09, Balod admeasuring total area 931 Sq ft. Standing in the name of Mr Sushila Ben Thakur w/o shri Praful kumar Thakur property bounded by North: cc road South: house of urmila sahu East: house of karthik
BGECL SCHEME	Rs 500000/-	7.85%	Rs. 402,028.85+interest	
TOTAL	**Rs.30,50,000/-**		**Rs.2960254.78+ interest**	

2. In the letter of acknowledgment of debt dated 06.10.2020 & 26.06.2020 you have acknowledged your liability to the Bank to the tune of Rs. 2558225.93 & Rs 402028.85 as on 06.10.2020 & 26.06.2020 (date). The outstanding stated above include further drawings and interest upto _04.05.2022_ (date). Other charges debited to the account are Rs._____.

Or

In the audited balance sheet of the Company for the year ended _____ you have confirmed and acknowledged liability to the Bank to the tune of Rs._____ lakhs as on 31st March _____. The oustandings stated above include further drawings and interest upto _____. Other charges debited to the account are Rs._____. **(Delete whichever is inapplicable)**

3. As you are aware, you have committed defaults in payment of interest on above loans/outstandings for the quarter ended 31.03.2022 and _____. You have also defaulted in payment of instalments of term loan/demand loans which have fallen due for payment on and thereafter.

4. Consequent upon the defaults committed by you, your loan account has been classified as non-performing asset on **02.05.2022** (mention date of classification as NPA) in accordance with the Reserve Bank of India directives and guidelines. In spite of our repeated requests and demands you have not repaid the overdue loans including interest thereon.

5. Having regard to your inability to meet your liabilities in respect of the credit facilities duly secured by various securities mentioned in para 1 above, and classification of your account as a non-performing asset, we hereby give you notice under sub-section (2) of section 13 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and call upon you to pay in full and discharge your liabilities to the Bank aggregating **Rs.2960254.78** plus unapplied/unserviced interest charged from 21.01.2022 and other charges as stated in para 1 above, within 60 days from the date of this notice. We further give you notice that failing payment of the above amount with interest till the date of payment, we shall be free to exercise all or any of the rights under sub-section (4) of section 13 of the said Act, which please note.

6. Please note that, interest will continue to accrue at the rates specified in para 1 above for each credit facility until payment in full.

7. We invite your attention to sub-section 13 of section 13 of the said Act in terms of which you are barred from transferring any of the secured assets referred to in para 1 above by way of sale, lease or otherwise (other than in the ordinary course of business),without obtaining our prior written consent. We may add that non-compliance with the above provision contained in section 13(13) of the said Act, is an offence punishable under section 29 of the Act.

8. ***We further invite your attention to sub section (8) of section 13 of the said Act in terms of which you may redeem the secured assets, if the amount of dues together with all costs, charges and expenses incurred by the Bank is tendered by you, at any time before the date of publication of notice for public auction/ inviting quotations/ tender/ private treaty. Please note that after publication of the notice as above, your right to redeem the secured assets will not be available.***

Please note that this demand notice is without prejudice to and shall not be construed as waiver of any other rights or remedies which we may have, including without limitation, the right to make further demands in respect of sums owing to us.

Yours faithfully,

(Name & Designation)
Mr. Pranay dubey
Chief Manager
Authorised Officer

बैंक ऑफ़ बड़ौदा
Bank of Baroda

ANNEXURE 2

NOTICE TO GUARANTOR
(UNDER SUB-SECTION (2) OF SECTION 13 OF THE SARFAESI ACT, 2002)

Place: BALOD
Date: 04.05.2022

To,
SUSHILA BEN W/O PRAFUL KUMAR CHOUTHANI

Dear Sir,

Re: Your guarantee for credit facilities granted to M/S SAI KRIPA AGENCY PROP HITESH KUMAR CHOUTHANI

1. As you are aware, you have by a guarantee dated 19.08.2015 guaranteed payment on demand of all moneys and discharge all obligations and liabilities then or at any time thereafter owing or incurred to us by M/S SAI KRIPA AGENCY PROP HITESH KUMAR CHOUTHANI (name of borrower), for aggregate credit limits of **Rs 2960254.78**with interest thereon more particularly set out in the said guarantee document. To secure the guarantee obligation you have also provided following securities to us:

(Mention particulars of securities including document if any, by which security is created)

2. We have to inform you that the borrower has committed defaults in payment of his liabilities and consequently his account has been classified as non-performing asset. A copy of the notice dated **04.05.2022** under section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 sent by us to the borrower is enclosed. Since the borrower has committed defaults, in terms of the guarantee you have become liable to pay to us the outstanding amount of loan/credit facilities aggregating Rs 2960254.78, and we hereby invoke the guarantee and call upon you to pay the said amount within 60 days from the date of this notice. Please note that interest will continue to accrue at the rates specified in para 1 of the notice dated **04.05.2022** served on the borrower (copy enclosed).

3. We further wish to inform you that in regard to the security provided by you to secure your guarantee obligations for the due repayment of the loans and advances by the borrower, this notice of 60 days may please be treated as notice under sub-section (2) of section 13 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. We further give you notice that failing payment of the above amount with interest up to the date of payment, we shall be at liberty to exercise all of any of the rights under sub-section (4) of section 13 of the said Act, which please note.

4. *We further invite your attention to sub section (8) of section 13 of the said Act in terms of which you may redeem the secured assets, if the amount of dues together with all costs, charges and expenses incurred by the Bank is tendered by you, at any time before the date of publication of notice for public auction/ inviting quotations/ tender/ private treaty. Please note that after publication of the notice as above, your right to redeem the secured assets will not be available.*

5. We invite your attention to sub-section (13) of section 13 of the said Act in terms of which you are barred from transferring any of the secured assets referred to in para 1 above by way of sale, lease or otherwise (other than in the ordinary course of business), without obtaining our prior written consent. We may add that non-compliance with the above provision contained in section 13 (13) of the said Act, is an offence punishable under section 29 of the Act.

बैंक ऑफ़ बड़ौदा
Bank of Baroda

6. Please note that this demand notice is without prejudice to and shall not be construed as waiver of any other rights or remedies which we may have, including without limitation, in the right to make further demands in respect of sums owing to us.

Yours faithfully,

(Name & Designation)
Mr. PRANAY DUBEY
Chief Manager
Authorised Officer