बैंक ऑफ़ बड़ौदा
Bank of Baroda

Speed Post /Registered A.D.

BOB/SHILLO/ADV/23-24/083 **Date: 11.09.2023**

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

M/s Ya Enterprise
Lang N Lyngs Complex
Wathapbru
Shillong
Meghalaya-793001

Dear Sir,

Re: Credit facilities with our Shillong Branch

1. We refer to our letter No Nil dated 24.03.2022 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 account and the security interest created for such liability are as under:

(In Rs Crores)

Nature and type of facility	Limit (Rs in Crores)	Rates of Interest	O/s as on 29.08.2023	Security agreement with brief description of securities
Fund Based Working Capital				

Shillong Branch, Pulin Behari Road, Police Bazar
Shillong-793001, Meghalaya, Phone-0364/2224601/2226995
E-mail- shillo@bankofbaroda.com. Website- www.bankofbaroda.com

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Pulin Behari Road Police Bazar Shillong
Shillong Branch

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Cash Credit (Hypo. Stock / Book Debts)	1.9	BRLRR+SP+0.25%+0.50 %(Adidtional TO Be charged till achievement of DCCO ie. presently at 7.50% pa with montly rests (BRLRR at present is 6.50% and SP is 0.25%)	**Nil (Not Disbursed Yet)**	**Primary Security:** Hypothecation of Stocks, WIP and Inventory both present and future **Collateral Security:** Equitable Mortgage of Immovable property with a plot of land along with a residential house an area of 6464 sq ft more or less , situated at Mawlai Mawdatbaki Dong Nongpathaw, Shillong, East Khasi Hills in the name of Mrs Anita Khongwir bounded by as follows Boundary Details- North- 53 ft Compund of Smti Aroma Lyngdoh South- 64 ft Compund of Smt Thissiline Massar East- 114 ft PWD Road West- 107ft Public drain Area – 6464 Sq ft
Term Loan – Term Loan General	**5.47**	BRLRR+SP+0.25%+0.50 %(Adidtional TO Be charged till achievement of DCCO ie. presently at 7.50% pa with montly rests (BRLRR at present is 6.50% and SP is 0.25%)	**3.04**	
TOTAL FUND BASED (WC) – (A) NON FUND BASED WORKING CAPITAL-(A)	**7.37**	BRLRR+SP+0.25%+0.50 %(Adidtional TO Be charged till achievement of DCCO ie. presently at 7.50% pa with montly rests (BRLRR at present is 6.50% and SP is 0.25%)	**3.04**	
NON FUND BASED WC- (B)	**0**		**0**	
TOTAL EXPOSURE (A+B+C)	**7.37**		**3.04**	

2. In the letter of acknowledgment of debt dated **24.03.2022** you have acknowledged your liability to the Bank to the tune **of Rs. 7.37 crores as on 24.03.2022.** The outstanding stated above up to **29.08.2023.** Other charges debited to the account are Nil.

3. As you are aware, you have committed defaults in payment of interest on above loans/outstanding and the account is under default since 30.06.2023.You have also defaulted in payment of installments of term loan/demand loans which have fallen due for payment on 30.06.2023 and thereafter.

4. Consequent upon the defaults committed by you, your loan account has been classified as non-performing asset on **29.08.2023** (mention date of classification as (NPA) in

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BANK OF BARODA Pulin Behari Road Police Bazar Shillong Shillong Branch

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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. 3.04 crores as on 29.08.2023 plus unapplied interest plus 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 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 offense 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 on 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
9. 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 Sincerely

(Bikash Chetry)
Chief Manager/ Authorized Officer
Bank of Baroda

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Pulin Behari Road
Police Bazar
Shillong
Shillong Branch

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BOB/SHILLO/ADV/23-24/083(B) **Date: 11.09.2023**

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

To
Mrs Anita Khongwir

Address:

Gurantor of M/s. Ya Enterprise
House No 4 Mawlai Phudmuri
Mawlai
East Khasi Hills
Meghalaya-793001

Dear Sir,

Re: Your guarantee for credit facilities granted to M/s Ya Enterprise

1. As you are aware, you have by a guarantee dated **24.03.2022** 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 YA ENTERPRISE)** name of the borrower), for aggregate credit limits of **Rs. 7.37 crores** 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:

Details of the Property:

Equitable Mortgage of Immovable property with a plot of land along with a residential house an area of 6464 sq ft, situated at Mawlai Mawdatbaki Dong Nongpathaw, Shillong, East Khasi Hills in the name of **Mrs Anita Khongwir** bounded by as follows

Boundary Details-

North- 53 ft Compund of Smti Aroma Lyngdoh
South- 64 ft Compund of Smt Thissiline Massar
East- 114 ft PWD Road
West- 107ft Public drain
Area – 6464 Sq ft

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

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Shillong Branch

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copy of the notice dated **11.09.2023 under section 13(2) of the Securitisation 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 Rs. 3.04 crores as on 29.08.2023 plus unapplied interest plus other charges**, 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 11.09.2023 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 Securitisation 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 upto the date of payment, we shall be at liberty to exercise all or any of the rights under sub-section (4) of section 13 of the said Act, which please note.

4. 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.

5. 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.

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 Sincerely

बैंक ऑफ़ बड़ौदा / BANK OF BARODA
Pulin Behari Road
Police Bazar
Shillong
Shillong Branch

(Bikash Chetry)
Chief Manager/ Authorized Officer
Bank of Baroda

बैंक ऑफ़ बड़ौदा
Bank of Baroda
विजया बैंक VIJAYA BANK | देना बैंक DENA BANK

Received
Anita Khongwir
21/12/23
3:45 P.M

APPENDIX-IV
[Rule –8(1)]
POSSESSION NOTICE
For Immovable Property

Whereas:

The undersigned being the Authorized Officer of the **Bank of Baroda,** under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under section 13(12) read with [rule 3] of the Security Interest (Enforcement) Rules, 2002 issued a demand notice dated 11.09.2023 calling upon the borrower **M/s Ya Enterprise,Lang N Lyngs Complex ,Wathapbru,Shillong , Meghalaya-793001** to repay the amount mentioned in the notice being **Rs. 30,423,915.64/- (Rupees Three Crore Four Lakh Twenty Three Thousand Nine Hundred Fifteen and Paise Sixty Four only) as on 29.08.2023** together with further interest thereon at the contractual rate plus costs, charges and expenses till date of payment within 60 days from the date of receipt of the said notice.

The borrower and/or guarantor having failed to repay the amount, notice is hereby given to the borrower and/or guarantor and the public in general that the undersigned has taken possession of the property described herein below in exercise of powers conferred on him/her under sub-section (4) of section 13 of Act, read with rule 8 of the Security Interest (Enforcement) Rules, 2002 on this **21st day of December of the year 2023.**

The borrower and/or guarantor 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 **Bank of Baroda, Shillong Branch** , for an amount of **Rs. 30,423,915.64/- (Rupees Three Crore Four Lakh Twenty Three Thousand Nine Hundred Fifteen and Paise Sixty Four only)** together with further interest thereon at the contractual rate plus costs, charges and expenses till date of payment within 60 days from the date of receipt of the said notice.

The borrower's and/or guarantor's attention is invited to provisions of sub-section (8) of section 13of the Act, in respect of time available, to redeem the secured assets.

Description of the Immovable Property:

Equitable Mortgage of Immovable property with a plot of land along with a residential house an area of 6464 sq ft more or less , situated at Mawlai Mawdatbaki Dong Nongpathaw, Shillong, East Khasi Hills in the name of Mrs Anita Khongwir, Total Area – 6464 Sq ft , bounded by as follows

Boundary Details-

North- 53 ft Compund of Smti Aroma Lyngdoh
East:- 114 ft PWD Road
South:- 64 ft Compund of Smti Thissiline Massar
West:- 107ft Public drain

Area : 6464 Sq ft

कृते बैंक ऑफ़ बड़ौदा
For Bank of Baroda

Date: 21/12/2023

Place: Shillong

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Pulin Behari Road
Police Bazar
Shillong
Shillong Branch

मुख्य प्रबंधक / Chief Manager

Authorized Officer/ Chief Manager

Bank of Baroda

शिलांग शाखा, पुलिन बिहरी रोड, पुलिस पोइन्ट, शिलांग – ७९३००१, ☎ : 91-0364-2224601, 91-0364-2226995
SHILLONG BRANCH, Pulin Behari Road, Police Point, Shillong - 793 001, ☎ : 91-0364-2224601, 91-0364-2226995
E-mail : shillo@bankofbaroda.com