पंजाब एंड सिंध बैंक
(भारत सरकार का उपक्रम)
राजापार्क, जयपुर-302004
दूरभाष : 0141-2621150,2624714
ई-मेल: j0607@psb.co.in

ੴ ਸ੍ਰੀ ਵਾਹਿਗੁਰੂ ਜੀ ਕੀ ਫ਼ਤਹਿ

PUNJAB & SIND BANK
(A Government Of India Undertaking)
BRANCH OFFICE, RAJAPARK, JAIPUR-302004
PH: 0141-2621150,2624714
E-mail: j0607@psb.co.in

पी.एस.बी.

Dated: 08.04.2021

Registered AD/ Speed Post/Courier

1. **M/s Unique Agro Industries (BORROWER)**
   ADD: AP-03, Rajdhani Krishi Upaj Mandi, Sikar Road, Jaipur-302013
2. **Shri Romil Madan S/O Shri. Harish Kumar Madan (Partners)**
   ADD: C-41-B, Ramgali No. 6, Rajapark Jaipur-302004
3. **Shri. Harish Kumar Madan S/O Shri Lal Chand Madan (Partners)**
   ADD: C-41-B, Ramgali No. 6, Rajapark Jaipur-302004
4. **SMT. Saroj Madan W/O Shri Harish Kumar Madan (Partners)**
   ADD: C-41-B, Ramgali No. 6, Rajapark Jaipur-302004
5. **M/s Lal Chand Food Products Pvt Ltd**
   ADD: F 101, RIICO Industrial Area, Bassi, Jaipur

REG: NOTICE UNDER SECTION 13(2) OF SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 [SARFAESI ACT, 2002]

Dear Sir/Madam,

1. That you addressee(s) No.1 **M/s Unique Agro Industries** No. 2 **Shri Romil Madan S/O Shri. Harish Kumar Madan** No. 3 **Shri. Harish Kumar Madan S/O Shri Lal Chand Madan &** No. 4 **SMT. Saroj Madan W/O Shri Harish Kumar Madan** doing the business of Trading Of Food Products requested the Bank for financial assistance and upon the request the Bank sanctioned and allowed Cash Credit facility to you in the month of **Oct. 2019.**

The above loan facilities were duly secured by way of hypothecation of Food Products and book debts and equitable mortgage of Commercial Property situated at **Shop No. AA-19 (Shop, Godown Cum Platform), A-Block, New Anaj Mandi, KRISHI Upaj Mandi Samitti, Khairthal, Tehsil- Khairthal, District Alwar (Rajasthan)**

2. That you addressee No. 2 **Shri Romil Madan S/O Shri. Harish Kumar Madan** No. 3 **Shri. Harish Kumar Madan S/O Shri Lal Chand Madan &** No. 4 **SMT. Saroj Madan W/O Shri Harish Kumar Madan** executed the various Loan documents in respect of the above facilities on **10/10/2019** and also agreed to pay the rate of interest at the rate of Repo Rate + 4.60% i.e. 10.00 % per annum with monthly rests and guidelines of the bank from time to time in respect of the above said facilities.

3.That you addressee No. 2 **Shri Romil Madan S/O Shri. Harish Kumar Madan** No. 3 **Shri. Harish Kumar Madan S/O Shri Lal Chand Madan ,** No. 4 **SMT. Saroj Madan W/O Shri Harish Kumar Madan & No 5. M/s Lal Chand Food Products Pvt Ltd** created equitable mortgage in respect of immovable property bearing **Shop No. AA-19 (Shop, Godown Cum Plotform), A-Block, New Anaj Mandi, KRISHI Upaj Mandi Samitti, Khairthal, Tehsil- Khairthal, District Alwar (Rajasthan)** to secure the dues of the Bank, in consideration of the above said loan facilities to addressee 1 **M/s Unique Agro Industries.** The details of the property are as under:

a) Name of the mortgager: Addressee No. **5. M/s Lal Chand Food Products Pvt Ltd.**
b) Mortgagee: **Punjab & Sind Bank, B.O. Rajapark, Jaipur**
c) Sum Secured: **Rs. 98,50,000/- (Rs. Ninty Eight lacs Fifty Thousand only)**
d) Rate of interest: Repo Rate + 4.60% i.e. 10.00% per annum with monthly rests
e) Details of the property mortgaged: **Commercial Property Situated at Shop No. AA-19 (Shop, Godown Cum Plotform), A-Block, New Anaj Mandi, KRISHI Upaj Mandi Samitti, Khairthal,**

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Tehsil- Khairthal, District Alwar (Rajasthan) in the name of M/s Lal Chand Food Products Private Limited Area 133.33 Sq Yds.

f) **Property Bounded as: North: Rasta, South: Rasta, East: Shop No. AA-20, West:Rasta**

g) **Present Sum Due: Rs. 1,10,68,541.59 (Rs. One Crore Ten lacs Sixty Eight Thousand Five Hundred Forty One And Paisa Fifty Nine only) (as on 31.03.2021) plus interest and Legal expenses.**

4. That you addressee No. 2 **Shri Romil Madan S/O Shri. Harish Kumar Madan** No. 3 **Shri. Harish Kumar Madan S/O Shri Lal Chand Madan & No. 4 SMT. Saroj Madan W/O Shri Harish Kumar Madan & No. 5. M/s Lal Chand Food Products Pvt Ltd** stood as guarantor for addressee No. 1 in consideration of the above loan facilities and executed the deed of continuing guarantee on **10/10/2019** in favour of the Bank, thus the liability is co-extensive and continuing with addressee No.1 and you are jointly and severally liable to pay the dues including interest, costs and other usual charges to the Bank.

5. The said Cash Credit account was repayable on Demand with interest.

6. That you agreed to pay the interest at the rate of **2.00%** percent per annum over and above the normal agreed rate of interest with monthly rests, in case of default in terms and conditions of the sanction and loan documents.

7. That your account became NPA on **31.10.2021** within the definition of Sec. 2 (0) of the SARFAESI Act.

8. That my Bank maintains the regular books of account and now a sum of **Rs. 1,10,68,541. (Rs. One Caror Ten lacs Sixty Eight Thousand Five Hundred Forty One And Paisa Fifty Nine only)** in **06071600000564** ACCOUNT thus a total sum of **Rs. 1,10,68,541. (Rs. One Crore Ten lacs Sixty Eight Thousand Five Hundred Forty One And Paisa Fifty Nine only)** inclusive of interest up to **31.03.2021** is legally due and recoverable from you above named addressees and you all are jointly and severally liable to pay the above said dues to the Bank with interest cost and other usual Bank charges till the date of payment in full.

9. That the rate of interest varies from time to time as per internal guidelines of the Bank/RBI & terms and conditions of the loan documents and the rate of interest is Repo Rate + 4.60% i.e. 10.00 % in CC Limit per annum with monthly rests.

10. That you have defaulted in the repayment of the dues of the Bank which is secured as mentioned above.

Your kind attention is invited to provisions of sub-Section (8) of Section 13 of the SARFAESI Act where under you can tender the entire amount of outstanding dues together with all costs, charges and expenses incurred by the Bank only till the date of publication of the notice for sale of the secured assets(s) by public auction, by inviting quotations, tender from public or by private treaty. Please also note that if the entire amount of outstanding dues together with the costs, charges and expenses incurred by the Bank is not tendered before publication of notice for sale of the secured assets by public auction, by inviting quotations, tender from public or by private treaty, you may not be entitled to redeem the secured asset(s).

Punjab & Sind Bank JAIPUR J0607 B.L.B.S. College, Tilak Nagar

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I, therefore, by virtue of this legal notice, hereby call upon all of you i.e. addresses No.**1** to **5**, jointly and severally and to make the payment and discharge in full liabilities with interest w.e.f.**01/04/2021** with monthly rests, to the Bank within 60 days from the receipt of this notice, failing which the Bank shall be constrained to take measures under the provisions of chapter III of SARFAESI Act, 2002, for recovery of above secured dues and in that case you will be jointly and severally liable to pay for all cost and other expenses arising there from.

Please note that the copy of this notice has been retained in our office.

Yours sincerely,

कृते पंजाब एण्ड सिंध बैंक

Punjab & Sind Bank

आर.बी.एस. कॉलेज, तिलक नगर, जयपुर

(Authorized Officer)