PUNJAB & SIND BANK
(A Govt. Of India Undertaking)
B/o Oachghat

Ref. No. Dated: 16-10-2021

Regd Post

To

1. M/S J S Farm
   Through its proprietor Sh. Jai pal Sharma s/o Ram lal
   r/o village Trashri loharan, PO Deothi
   Tehsil & Distt Solan (Himachal Pradesh)-173211
   And
   Village kothi, Tehsil Ghumarwin,
   District Bilaspur (Himachal Pradesh)- 174021

2. Sh. Gaurab s/o Sh.Jagat Paul **(Guarantor)**
   r/o Village Kothi, Tehsil Ghumarwin,
   District Bilaspur (Himachal Pradesh)-174021
   And
   C/o Vivek Gupta, R/o Krishna lodge,
   Near Shivalik agency, Kather
   District Solan (Himachal Pradesh)- 173213

3. Jitender kumar s/o Sh Puran chand Pizar **(Gaurantor)**
   r/o Forest Road, Ward no-8, solan
   Tehsil & Distt Solan (Himachal Pradesh)-173212

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

Dear Sirs/Madam,

1. That you addressee No.1. M/S J S Farm through its proprietor Sh. Jai pal Sharma s/o Ram Lal requested the Bank for financial assistance and upon the request the Bank sanctioned and allowed the following facilities to you on 11-07-2019

Term loan (Rs15,00,000/-) and CC (Rs 5,00,000/-) under MSME scheme for setting up of piggery farm amounting Rs 20,00,000/- (Rupees Twenty Lakh Only) . The above loan facilities were duly secured by way of equitable/ registered mortgage/mortgage/Charge in respect of immovable property i.e

Detail of Property

Land comprised in Khata/ Khatoni No.8 min/13, khasra No. 143/97/95 min, total measuring 15-02 bighas to the extent of 40/302 share which comes to measuring 2-0 bigha situated at Mauza Trashari loharan, po Deothi, Tehsil & Distt. Solan, H.P along with house constructed upon the portion of the above said land as per computerized jamabandi for Year 2013-14.

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2. That you addressee No.1 executed the various loaning documents in respect of the above facilities on 11.07.2019 and also agreed to pay the rate of interest at the rate of MCLR +2.75-1 (10.50%) percent 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 & 3 stood as guarantor for addressee No.1 in consideration of above said loan(s) facilities and executed the deed of continuing guarantee on 11-07-2019 in favor of the Bank and thus the liability of addressee(s) No. 2& 3 is co-extensive and continuing with addressee No.1, you all are jointly and severally liable to pay the dues including interest, costs and other usual Bank charges to the Bank.

4. That you addressees No.1 created equitable/ registered mortgage/mortgage/Charge in respect of Immovable properties - **Land comprised in Khata/ Khatoni No.8 min/13, khasra No. 143/97/95 min, total measuring 15-02 bighas to the extent of 40/302 share which comes to measuring 2-0 bigha situated at Mauza Trashari loharan, po Deothi, Tehsil & Distt. Solan, H.P along with house constructed upon the portion of the abovesaid land as per computerized jamaandi for Year 2013-14.**

The details of the property mortgaged are as under: -

a. Name of the mortgagor: . Sh.Jai pal Sharma s/o Sh.Ram Lal

b. Mortgagee: Punjab & Sind Bank Branch Office Oachghat.

c. Sum Secured: Rs.20,00,000/-(Twenty lakh rupees only)

d. Rate of Interest: 10.50%.

e. Details of the property mortgaged: properties

Land comprised in Khata/ Khatoni No.8 min/13, khasra No. 143/97/95 min, total measuring 15-02 bighas to the extent of 40/302 share which comes to measuring 2-0 bigha situated at Mauza Trashari loharan, po Deothi, Tehsil & Distt. Solan, H.P along with house constructed upon the portion of the abovesaid land as per computerized jamaandi for Year 2013-14.

f. Details of the Doc. **Simple Mortgage Deed Reg. no. 1173/2019 Dated 11-06-2019.**

g. Property bounded as: North: As per fard jamabandi
West: do
East: do
South: do

h. Present Sum Due: **Rs 21,81,312.73 (Rupees Twenty one lakh eighty one Thousand three hundred twelve and seventy three paise only) as on 30-09-2021.**

5. The said loan amount was repayable in on demand along with interest at the rate of 10.50 % per annum with monthly rests till the date of payment in full.

6. That you agreed to pay the additional interest at the rate of 2% per annum over and above the agreed rate of interest with monthly rests, in case of default in terms and conditions of the sanction and loaning documents.

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7. That the date of Non- Performing assets is 31-05-2021 and amount is Rs21,12,899.73/- (Rs Twenty one lac twelve thousand eight hundred ninty nine and paisa seventy three only) , within the definition of section 2(0) of Act, 2002.

8. That the bank maintains the regular books of account and now a sum of : **Rs 21,81,312.73 (Rupees Twenty one lakh Eighty one Thousand three hundred twelve and seventy three paise only)** in loan account No.02351200000464, 02351600001146, 02351200000620 inclusive of interest and charges up to 30.09.2021 are legally due and recoverable from all of you and are jointly and severally liable to pay the above said dues to bank till the payment in full.

9. That the rate of interest varies from time to time as per guidelines of the bank/RBI and the present rate of interest in above said case is 9.40 % per annum with monthly rests, which is being charged.

10. That all of you have defaulted in the repayment of the dues of the bank which are secured as mentioned above.

11. Therefore, by virtue of this legal notice, I hereby call upon all of you i.e. addresses No.1 to 3, jointly and severally and to make the payment and discharge in full liabilities amounting to **Rs 21,81,312.73 (Rupees Twenty one lakh Eighty one Thousand three hundred twelve and seventy three paise only)** as per detail mention in para no.4 with interest upto. 30-09-2021 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 SARFAESIAct, 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,

Punjab & Sind Bank

पंजाब एण्ड सिंध बैंक
FOR PUNJAB & SIND BANK

AUTHORISED OFFICER
मण्डी/SHIMLA

(Authorized Officer)

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