S/C

Format Chapter-10

SARFAESI ACT

Annexure A

(To the Borrower(s) who has created any security interest over his/her/their assets/properties. Copy of this notice to be endorsed to the guarantor(s) who has not created any security interest over his/her/their assets/properties)

Ref No:- VR/22-23/3011-91 By Courier/Registered Post A/D Dt - 27-06-2022

To,
M/S Adwaita Enterprises
Proprietor – Mr. Shailesh Laxminarayan Agrawal
3, Fatemi Chambers, Near Lali Chambers
Near Ratlami Sev Bhandar,
Station Road, Dahod, 389151
(Borrower-Mortgagor)

Sir,

NOTICE U/S 13(2) OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002

At the request made by you, the Bank has granted to you various credit facilities aggregating to an amount of **Rs.45.00 Lakhs**. We give hereunder details of various credit facilities granted by us and the outstanding dues thereunder as on the date of this notice:-

Nature of Facility	Sanctioned Limit	Outstanding dues as on 27/06/2022
(a) Cash Credit	Rs 45,00,000/-	Rs 46,60,500/-

2. The aforesaid credit facilities granted by the Bank are secured by the following assets/securities (particulars of properties/assets charged to Bank) :-

(a) Plot no- 13 in GIDC industrial estate Dahod-2,(kharedi) industrial consisting of R.S.N - 214/P/7, within the village limits of Kharedi, Taluka & Dist- Dahod,containing by admeasurements 682.12 sq. mtr. Or thereabout land bounded as follows
That is to say:
On or towards the North by – Estate boundary
On or towards the South by – 14.00 meters wide road.
On or towards the East by – Plot No 14
On or towards the West by – Plot No 12

The property is registered via lease deed no- 103 dt- 18.01.2017 at SRO- Dahod in the name of Mr. Shailesh kumar Laxminarayan Agrawal.

(b) Plot situated at Garbada Road of Dahod District,R.S.N- 376/1/2 Area 00.04.65 Hectare/ 465.75.61 Sq Mts, Khata No- 4434 and R.S.N- 376/1/2 Paiki-3,having Area of 00.05.05 Hectare/ 505.85.85 Sq Mts, khata no- 5168 Total aggregating 971.62 sq. Mts as per map of plot no- 7 whose area is 833.00 sq ft./ 77.38.75 sq. mts. as per the new measurement.

Or thereabout land bounded as follows
That is to say:
On or towards the North by – Road
On or towards the South by – R.S.N- 376/1/2 paiki boundary of property of united motors
On or towards the East by – Boundary of plot no- 9
On or towards the West by – Boundary of plot no- 5

The property is registered via Sale deed no- 2680 Dt- 07.09.2016/ 08.09.2016 at SRO- Dahod in the name of Mr. Shailesh Laxminarayan Agrawal.

Bank of India V Road Br. Vadodara

Bank of India University Rd. Br. Vadodara

3. As you have defaulted in repayment of your dues to the Bank under the said credit facilities, we have classified your account as Non-Performing Asset with effect from 03.09.2021 in accordance with the directions/guidelines issued by the Reserve Bank of India.

4. For the reasons stated above, we hereby give you notice under Section 13(2) of the above noted Act and call upon you to discharge in full your liabilities by paying to the Bank sum of **Rs 46,60,500/-** with further interest thereon @ 10.05 % p.a. compounded with monthly rests, and all costs, charges and expenses incurred by the Bank, till repayment by you within a period of **60 days** from the date of this notice, failing which please note that we will entirely at your risks as to costs and consequences exercise the powers vested with the Bank under Section 13 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, against the secured assets mentioned above.

5. While we call upon you to discharge your liability as above by payment of the entire dues to the Bank together with applicable interest, all costs, charges and expenses incurred by the Bank till repayment and redeem the secured assets, within the period mentioned above, please take important note that as per section 13(8) of the SARFAESI Act, the right of redemption of secured assets will be available to you only till the date of publication of notice for public auction or inviting quotations or tender from public or private treaty for transfer by way of lease, assignment or sale of the secured assets.

6. The amounts realised from exercising the powers mentioned above, will firstly be applied in payment of all costs, charges and expenses which are incurred by us and/or any expenses incidental thereto, and secondly in discharge of the Bank's dues as mentioned above with contractual interest from the date of this notice till the date of actual realisation and the residue of the money, if any, after the Bank's entire dues (including under any of your other dues to the Bank whether as borrower or guarantor) are fully recovered, shall be paid to you.

7. If the said dues are not fully recovered from the proceeds realised in the course of exercise of the said powers against the secured assets, we reserve our right to proceed against you and your other assets including by filing legal/recovery actions before Debts Recovery Tribunal/Courts, for recovery of the balance amount due along with all costs etc. incidental thereto from you.

8. Please take note that as per Sub-section (13) of the aforesaid Act, after receipt of this notice, you are restrained from transferring or creating any encumbrances on the aforesaid secured assets whether by way of sale, lease, license, gift, mortgage or otherwise.

9. The undersigned is a duly authorised officer of the Bank to issue this notice and exercise powers under Section 13 of aforesaid Act.

10. Needless to mention that this notice is addressed to you without prejudice to any other right or remedy available to the Bank.

Yours faithfully,

NAME: RAVI BHUSHAN SAWAIYAN
DESIGNATION: CHIEF MANAGER
AUTHORISED OFFICER

Place: Vadodara
Date: 27/06/2022

cc: (Copy of this notice to be endorsed to the guarantor(s) who has not created security interest over his/her/their assets/property to secure the dues)

By Courier/Registered Post A/D

SARFAESI ACT

NOTICE U/S 13(2) OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002

To,
Ms Bhavna Shailesh Agrawal W/o- Shri Shailesh Agrawal
101,Shreenath Avenue opp- SNDT COLLEGE,
Near Akota stadium, Akota,
Vadodara
Sir/Madam,

Re:

1. You are aware that the Bank has granted various credit facilities aggregating to an amount of Rs.45.00 Lakhs, to M/s M/S Adwaita Enterprises
Proprietor – Mr. Shailesh Laxminarayan Agrawal (principal debtor), for which you stood as guarantor and executed letter of guarantees dated 18/08/2017 guaranteeing the due repayment of the said amount by the Principal Debtor and all interest, cost, charges and expenses due and accruing thereon. The details of various credit facilities granted by the Bank and the amounts outstanding dues thereunder as on the date of notice are as under:

Nature of Facility	Sanctioned Limit	Outstanding dues as on 27/06/2022
(a) **Cash Credit**	**Rs 45,00,000/-**	**Rs 46,60,500/-**

2. As the principal debtor has defaulted in repayment of his liabilities, we have classified his dues as Non-Performing Asset on 03.09.2021 in accordance with the directions or guidelines issued by the Reserve Bank of India.

3. As stated herein above, in view of the default committed by the principal debtor, you as the guarantor became liable jointly and severally for the said debt.

4. For the reasons stated above, we invoke your guarantee and hereby call upon you to discharge in full your liabilities by paying to the Bank **Rs. 46,60,500/-** (contractual dues upto the date notice) with interest @10.15 % p.a. compounded with monthly rests within **60 days** of receipt of this notice failing which we will be constrained to initiate legal action against you including by filing appropriate legal proceedings against you before Debts Recovery Tribunal/Court for recovery of the said amounts with applicable interest from the date of the notice till the date of actual realisation along with all costs, expenses etc. incidental thereto.

Yours faithfully,

NAME: RAVI BHUSHAN SAWAIYAN
DESIGNATION: CHIEF MANAGER
AUTHORISED OFFICER

Place: Vadodara
Date: 27/06/2022

Bank of India • University Rd. Br. • Vadodara