बैंक ऑफ इंडिया BOI
Bank of India

Ref. No: BOI/PNC/2024-25/13(2)/02 Date: 05-07-2024

To,

JAGDISHKUMAR NARANBHAI PATEL (Borrower)
ADDRESS 1 – B 704, NEST RESIDENCY, KOBA
KUDASAN, GANDHINAGAR 382421
(Borrower-Mortgagor)

RACHANA DIPAKKUMAR PATEL (Co-Borrower)
ADDRESS – B 704, NEST RESIDENCY, KOBA
KUDASAN, GANDHINAGAR 382421

Sir / Madam,

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 various credit facilities aggregating to an amount of **Rs. 78,73,769.00**/-. We give hereunder the details of various credit facilities granted by us and the outstanding dues thereunder as on the date of this notice:

I) Nature of Facility: Home Loan

Sanctioned Limit: 41,08,769.00

Account Number: 200175110000189 & Particulars of outstanding dues in this account is as under:

	Particulars of outstanding dues	Amount
1	Amount outstanding as on NPA date in the Account with interest applied up to 10-06-2024	41,20,965.00
2	Subsequent UCI from 10-06-2024 to 05-07-2024 (date of notice) @ 8.45 % p/a with monthly rest	25,680.51
3	Other charges payable by the borrower / debited in the account subsequent to NPA date	
4	**Total**	41,46,645.51
5	Aggregate Recoveries effected if any subsequent to NPA Date	-------

FOR BANK OF INDIA
AUTHORISED OFFICER & CHIEF MANAGER

6	4-5= i.e. ***Contractual Dues Payable*** up to the date of notice with further interest @ 8.45 % p/a with monthly rest	41,46,645.51
7.	Penal interest payable for the period from 10-04-2024 to 05-07-2024 (date of notice) without compounding / capitalization effect	320.33

II) Nature of Facility: Top Up Loan

Sanctioned Limit: 37,65,000.00

Account Number: 200162810000012 & Particulars of outstanding dues in this account is as under:

	Particulars of outstanding dues	**Amount**
1	Amount outstanding as on NPA date in the Account with interest applied up to 10-06-2024	37,78,483.00
2	Subsequent UCI from 10-06-2024 to 05-07-2024 (date of notice) @ 9.05 % p/a with monthly rest	25,219.48
3	Other charges payable by the borrower / debited in the account subsequent to NPA date	-----
4	**Total**	38,03,702.48
5	Aggregate Recoveries effected if any subsequent to NPA Date	------
6	4-5= i.e. ***Contractual Dues Payable*** up to the date of notice with further interest @ 9.05 % p/a with monthly rest	38,03,702.48
7.	Penal interest payable for the period from 10-04-2024 to 05-07-2024 (date of notice) without compounding / capitalization effect	233.53

Aggregate Contractual Dues Payable up to the Date of Notice is Rs. 79,50,901.85 (Rupees Seventy Nine Lakh Fifty Thousand Nine Hundred One and Paise Eighty Five)

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

For, BANK OF INDIA

AUTHORISED OFFICER & CHIEF MANAGER

Particulars of Properties / Assets Charged to Bank

Sr No	Particulars of properties / assets charged to Bank	CERSAI Asset ID
01	Equitable Mortgage of Property Bearing Flat No. B/704, 7th Floor, "Nest Residency", Carpet area admeasuring about 103.65 Sq. Meters, Balcony Area admeasuring about 5.00 Sq. Meters, Wash area admeasuring about 3.86 Sq. Meters total area admeasuring about 112.51 Sq. Meters and Proportionate undivided share in the land admeasuring about 52.17 Sq. Meters, situated on Non-Agricultural the land of bearing Block/Survey No. 202/1 admeasuring about 10920 Sq. Meters of Draft T. P. Scheme No. 1 (Koba), Final Plot No. 105/1 land admeasuring about 7098 Sq. Meters paiki Sub-Plot No. 2 admeasuring about 3549 Sq. Meters at Mouje Village Koba, Taluka Gandhinagar, in the Registration District Sub District Gandhinagar, which is Bounded as under:- East - Flat No. B-701 West - Final Plot No. 105/1. North – Final Plot No. 106. South - Flat No. B-703	200075702078

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 29-06-2024 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 the sum of 79,50,901.85 (Rupees Seventy Nine Lakh Fifty Thousand Nine Hundred One and Paise Eighty Five) **(contractual dues up to the date of notice)** with further interest thereon @ 8.45 % p.a. on Home Loan and @ 9.05 % p.a. on Top Up Loan compounded with monthly rests and all costs, charges, penal interest 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 all or any of 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.

For BANK OF INDIA
Rupali Vasu
AUTHORISED OFFICER & CHIEF MANAGER

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 realized 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 applied in discharge of the Bank's dues as mentioned above with contractual interest from the date of this notice till the date of actual realization 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 with 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 and / or continuing the legal / recovery actions before Debt 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 to 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,
For, BANK OF INDIA
Pragati Saxena
AUTHORISED OFFICER & CHIEF MANAGER

NAME: PRAGATI SAXENA
AUTHORISED OFFICER & CHIEF MANAGER

Place: PANCHAVATI
DATE: 05-07-2024

Copy to:

DIPAKKUMAR JAGDISHKUMAR PATEL
ADDRESS – B 704, NEST RESIDENCY, KOBA
KUDASAN, GANDHINAGAR 382421

[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]

Sir/ Madam,

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

1. You are aware that the Bank has granted various credit facilities aggregating to an amount of Rs. **Rs. 78,73,769.00**/- (Rupees Seventy Eight Lakh Seventy Three Thousand Seven Hundred Sixty Nine) to Shri JAGDISHKUMAR NARANBHAI PATEL (Borrower) & RACHANA DIPAKKUMAR PATEL (Co-Borrower), for which you stood as guarantor and executed 02 letter of guarantees dated 07-06-2023 and 24-07-2023 guaranteeing the due repayment of the said amounts and all interest, cost, charges and expenses due and accruing thereon by the Principal Debtor. The details of various credit facilities granted by the Bank and the outstanding dues thereunder as on the date of this notice are as under:

I) Nature of Facility: Home Loan

Sanctioned Limit: 41,08,769.00

Account Number: 200175110000189 & Particulars of outstanding dues in this account is as under:

	Particulars of outstanding dues	Amount
1	Amount outstanding as on NPA date in the Account with interest applied up to 10-06-2024	41,20,965.00
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3	Other charges payable by the borrower / debited in the account subsequent to NPA date	

F.O.T. BANK OF INDIA
AUTHORISED OFFICER & CHIEF MANAGER

4	**Total**	41,46,645.51
5	Aggregate Recoveries effected if any subsequent to NPA Date	-------
6	4-5= i.e. ***Contractual Dues Payable*** up to the date of notice with further interest @ 8.45 % p/a with monthly rest	41,46,645.51
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II) Nature of Facility: Top Up Loan

Sanctioned Limit: 37,65,000.00

Account Number: 200162810000012 & Particulars of outstanding dues in this account is as under:

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1	Amount outstanding as on NPA date in the Account with interest applied up to 10-06-2024	37,78,483.00
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7.	Penal interest payable for the period from 10-04-2024 to 05-07-2024 (date of notice) without compounding / capitalization effect	233.53

Aggregate Contractual Dues Payable up to the Date of Notice is Rs. 79,50,901.85 (Rupees Seventy Nine Lakh Fifty Thousand Nine Hundred One and Paise Eighty Five)

2. As the principal debtor has defaulted in repayment of his/her/their/its liabilities, under the said facilities, we have classified his/her/their/its dues as Non-Performing Asset on 29-06-2024 in accordance with the directions or guidelines issued by the Reserve Bank of India.

FOR BANK OF INDIA
Prajakt Jakkewad
AUTHORISED OFFICER & CHIEF MANAGER

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. Rs. 79,50,901.85 (Rupees Seventy Nine Lakh Fifty Thousand Nine Hundred One and Paise Eighty Five) [contractual dues up to the date of notice] with further interest thereon @ 8.45% p.a. on Home Loan and @ 9.05 % p.a. on Top Up Loan 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 and / or continuing 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,

For BANK OF INDIA

Pragati Saxena

AUTHORISED OFFICER & CHIEF MANAGER

NAME: PRAGATI SAXENA
AUTHORISED OFFICER & CHIEF MANAGER

Place: PANCHAVATI
DATE: 05-07-2024