



PUNJAB & SIND BANK

पी.एस.बी (A Govt Of India Undertaking)

LOHIA MARKET, FANCY BAZAR, GUWAHATI-781001

Phone # 0361-2733642, 2544060 E Mail : g0304@psb.co.in

Ref No.

Date: 09.08.2017

Registered AD/ Speed Post

1.: Sh. Biswajit Das
S/o Sh:Upendra Chandra Das,
Prop. M/s.Bhumiputra Shelter
House No.6, Shree Nagar
Bye Lane No.2, Ward No.43 of the GMC
PO & P.S. Dispur, Guwahati-781006
Dist.Kamrup(M) Assam

2. Sh Debojyoti Gupta
S/o Sh. Debendra Kumar Gupta,
Ekta Path,Bhaskar Nagar, Guwahati-781008

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(s) **No.1.Sh:Biswajit Das S/o Sh:Upendra Chandra Das Prop of M/s Bhumiputra Shelter** doing the business of **Real Estate** requested the Bank for financial assistance and upon the request the Bank sanctioned and allowed ODP loan facility for Rs.21,00,000/ lac (Rs.Twenty one lac only) on 12.02.2013 to you and the same was also secured by way of equitable mortgage in respect of immovable property i.e. **FLAT No.1(A), 3rd Floor Builtup area 1280sqft.(118.91 Sqm) in the building standing over a Plot of land,measuring 1 Katha 10Lechas of Dag No.266(old)/696(New) Patta No.30(old)/1104(New), at Rev.Vill. JATIA under Mouza Beltola PS DispurDist. Kamrup(m)Assam along with undivided proportionate share of land belonging to addressee No.1 Sh:Biswajit Das S/o Sh:Upendra Chandra Das.**

2. That you addressee **No.1. Sh Biswajit Das S/o Sh:Upendra Chandra Das Prop. Of M/s Bhumiputra Shelter** executed the various loaning documents in respect of the above facilities on **12/02/2013** and also agreed to pay the rate of interest at the rate of **13 percent per annum** with monthly rests and guidelines of the Bank from time to time, in respect of the above said facility.

3. That you addressee **No.2 Sh:Debojyoti Gupta S/o Sh. Debendra Kumar Gupta** _ stood as guarantor(s) for addressee No.1 in consideration of the above said loan facilities and executed the deed of continuing guarantee on **12/02/2013** in favour of the Bank and thus the liability of addressee(s) **No. 2 Sh:Debojyoti Gupta S/o Sh. Debendra Kumar Gupta** is co-extensive and continuing with addressee No.1 **Sh Biswajit Das S/o Sh:Upendra Chandra Das Prop. Of M/s Bhumiputra Shelter** and you all are jointly and severally liable to pay the dues including interest, costs and other usual Bank charges to the Bank.



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4. That you addressees **No. 1 Sh:Biswajit Das S/o Sh:Upendra Chandra Das Prop of M/s Bhumiputra Shelter** created charge/ equitable mortgage/mortgage in respect of immovable property i.e.**FLAT No.1(A), 3rd Floor Builtup area 1280sqft.(118.91 Sqm)in the building standing over a plot of land measuring 1 katha 10lechas , Dag No.266(old)/696(New) Patta No.30(old)/1104(New),at Rev.Vill. JATIA ,Mouza Beltola PS Dispur Dist. Kamrup(m)Assam along with undivided proportionate share of land** to secure the dues of the Bank, in consideration of the above said loan facility to addressee No.1. The details of the property mortgaged are as under: -

a. Name of the mortgagor: Addressee No.1 Sh:Biswajit Das S/oSh:Upendra Chandra Das,proprietor of M/S Bhumiputra Shelters

b. Mortgagee: Punjab & Sind Bank, Fancy Bazar Guwahati

c. Sum Secured: Rs.21,00,000/-(Rs.Twenty one lac only)

d. Rate of Interest:13% p.a.

e. Details of the property mortgaged: **FLAT No.1(A), 3rd Floor Builtup area 1280sqft.(118.91 Sqm) in the building standing over a plot of land admeasuring 1 katha 10 lechas of Dag No.266(old)/696(New) Patta No.30(old)/1104(New), at Rev.Vill. JATIA ,Mouza Beltola PS DispurDist. Kamrup(m)Assam along with undivided proportionate share of land.**

f. Details of the title deed(s): deed of agreement no.925/11 dt.2.2.2011

POA No 345/11 dt 02.02.2011

Indemnity Bond 25.01.2013

Declaration 24.01.2013

Affidavit 25.01.2013

Along with other land documents.

g. Property bounded as: North: Govt. road

West: Sub way (12 feet)

East: Baluram Kalita

South: own land /Dutt Ram Deka

h. Present Sum Due: :Rs.2960879.06(Rs.Twenty Nine lac sixty thousand eight hundred seventy nine and paise six only)as on 31.07.2017 + interest w.e.f 1.8.2017 onward

5. The said ODP Loan Amount was repayable in **on Demand** with interest. Besides interest at the rate of 13 % 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 %** 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 loaning documents.

7. As on 30.6.2016 the account was classified as Non performing asset within definition of section 2(o) of the Act.

8. That the Bank maintains the regular books of account and now a sum of Rs.2960879.06(Rs.Twenty Nine lac sixty thousand eight hundred seventy nine & paise six only) in ODP A/c No.03041300002976 inclusive of interest upto 31.7.2017 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.



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9. That the rate of interest varies from time to time as per internal guidelines of the Bank and the present rate of interest is 13 percent per annum with monthly rests as per the Reserve Bank of India directives.

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

I, therefore, by virtue of this notice, hereby call upon all of you i.e. addresses No.1 **Sh:Biswajit Das S/o Sh:Upendra Chandra Das Prop of M/s Bhumiputra Shelter and addresses No.2 Sh:Debojyoti Gupta S/o Sh. Debendra Kumar Gupta** jointly and severally and to make the payment of Rs.2960879.06(Rs.Twenty Nine lac sixty thousand eight hundred seventy nine & paisa six only)+ interest w.e.f 1.8.2017 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,

Punjab & Sind Bank

(Authorized Officer)