



JANASEVA SAHAKARI BANK (BORIVLI) LTD.

Head Office : 'Shivhara', Kasturba Marg No.2, Borivali (East), Mumbai - 400 066. ☎ : 022 2870 5309
Admin. Office : 1st Floor, Aravali Business Centre, Opp. Sodawala Municipal School,
Off Sodawala Lane, Ramdas Sutrale Marg, Borivali (West), Mumbai - 400 092.
Phone :- 022 6903 7925 e-mail : admin@janasevabank.in Website : janasevabank.in

REF.: SARFAESI/152-345/27/2023-24

DATE: 28/04/2023

1. **Mr. Mahir Jagdish Khetwani** - **Borrower & Mortgagor**
Flat No.701, 7th Floor, Vihang Vihar CHS Ltd,
Hariniwas Circle, Opp. Gautam Park Building,
Panchpakadi, Thane (West), Thane – 400602.
2. **Mrs. Vinita Jagdish Khetwani** - **Guarantor & Mortgagor**
Flat No.701, 7th Floor, Vihang Vihar CHS Ltd,
Hariniwas Circle, Opp. Gautam Park Building,
Panchpakadi, Thane (West), Thane – 400602.
3. **Mr. Jagdish Kanayalal Khetwani** - **Guarantor & Mortgagor**
Flat No.701, 7th Floor, Vihang Vihar CHS Ltd,
Hariniwas Circle, Opp. Gautam Park Building,
Panchpakadi, Thane (West), Thane – 400602.

Sir/Madam,

Sub.: 1. Your Loan Account No. 2/547/108 (2/152/345), with our Dahisar East Branch.
2. Notice under Section 13(2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as 'the Act').

1. I am the Authorized Officer under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Security Interest (Enforcement) Rules, 2002 authorized by **JANASEVA SAHAKARI BANK (BORIVLI) LTD.**, having its Registered Office at "Shivhara", Kasturba Marg No.2, Borivali (East), Mumbai- 400066 and Administrative Office at 1st Floor, Aravali Business Centre (Phool Mahal), Opp. Sodawala Municipal School, Off Sodawala Lane, Ramdas Sutrale Marg, Borivali (West), Mumbai - 400 092 and having one of its Branch at "Mamta" W.S. Road, Dahisar (East), Mumbai - 400068 (hereinafter referred to as the "said Bank").
2. At your request, you have been granted financial assistance by the said Bank through its Branch at Dahisar (East) in terms of Term Loan of **Rs.3,00,00,000/- (Rs. Three Crores Only)** bearing a/c. no. 2/547/108 (2/152/345) as per the said Bank's sanctioned Letter dated on 15/10/2018. The above said credit facility was sanctioned and disbursed against the various assets creating security interest thereon in favor of the Bank.



3. The relevant particulars of the said credit facility is shown in Schedule "A" attached hereto. The security agreements / documents executed by you and others in respect of security interest relating to movable & immovable properties are shown in Schedule "B" attached hereto. You have availed financial assistance with an undertaking for repayment of the said financial assistance in terms of the said agreements / documents.
4. You the no. 1 to 3 have created Registered Mortgage and you no.1 to 3 are the Confirming Parties by deposit of title deeds of the immovable property, more particularly described in Schedule "B" attached hereto.
5. The relevant particulars of the secured assets are specifically stated in Schedule "C" attached hereto.
6. You have also acknowledged subsistence of the liability in respect of the aforesaid credit facility by executing confirmation of balances, acknowledgement of debts and securities or part payment made from time to time and other documents executed from time to time. Consequent to the default committed by you in repayment of Principal debts and interest thereon the operation of and conduct of the above said financial assistance / Term Loan has become irregular and the debt has been classified as **Non Performing Assets since 21/01/2021** in accordance with the directives / guidelines relating to assets classification issued by the Reserve Bank of India.
7. Now, the Bank hereby calls upon you the principal borrower/mortgagors through me u/s. 13(2) of the said Act by issuing this notice to discharge in full your liabilities stated hereunder to the said Bank within 60 days from the date of receipt of this notice. Your outstanding liability (in aggregate) due and owing to the Bank is **Rs.1,94,47,708.70 (Rs. One Crore Ninety Four Lakhs Forty Seven Thousand Seven Hundred Eight & Paisa Seventy Only) as on 31/03/2023** under the said abovementioned facilities inclusive of interest accrued thereon till 31/03/2023 and further interest thereon.

You are also liable to pay further interest as per the guidelines issued by the Reserve Bank of India from time to time on the aforesaid amount together with incidental expenses, costs, charges, penal interest, etc. The present rate of interest applicable to your Term loan Facility Account No. 2/547/108 (2/152/345) is @ 12% p.a. You are also bound and liable to pay the penal interest of 4% per annum over and above the present rate of interest as you have committed default in repayment of the said loan amount.





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8. If you fail to repay the Bank the aforesaid amount of Term Loan A/c No. 2/547/108 (2/152/345) sum of **Rs. 1,94,47,708.70 (Rs. One Crore Ninety Four Lakhs Forty Seven Thousand Seven Hundred Eight & Paisa Seventy Only)** as on 31/03/2023 with further interest and incidental expenses, costs as stated above in terms of this notice u/s. 13(2) of the Act, the Bank will exercise all or any of the rights detailed under Sub-Section (4) of Section 13 and under other applicable provisions of the said Act.
9. You are also put on notice that in terms of Sub-Section (13) of Section 13, you shall not transfer by sale, lease or otherwise the said secured assets detailed in Schedule "C" of this notice without obtaining written consent of the Bank.
10. The Bank reserves its right to call upon you to repay the entire liabilities under the said loan account that may arise hereafter as well as other contingent liabilities.
11. This notice is without prejudice to the Bank's right to initiate such other actions or and legal proceedings as it deems necessary under any applicable provisions of law.
12. You are free to take inspection of the security documents and the statement of account maintained by the Bank relating to your above loan accounts with a prior appointment.

Yours faithfully,


(Sachin V. Ranavase)
Authorized Officer



C.C. for information and necessary action to:

- 1) **The Chairman / Secretary**
ROSA VISTA Premises Co-Operative Society Ltd.
(Building No.3 Type "E") Waghbil Naka,
Opp. Suraj Water Park, Ghodbunder Road,
Village Kavesar, Thane 400615.

SCHEDULE "A"

Nature of Facility	Outstanding inclusive of interest as on 31/03/2023
Loan A/c No. (2/152/345)	
Principal	Rs. 94,13,602.40
Interest	Rs. 99,89,041.00
Penal Int./ Other Charges	Rs. 0.00
NPA Charges	Rs. 45,065.30
Total Rs.	Rs. 1,94,47,708.70
Total.	Rs. 1,94,47,708.70 together with further interest @ 12% p.a. and penal interest of 2% p.a. thereon with effect from 01/04/2023.

SCHEDULE "B"

(Details of Security Documents including all supplementary and documents evidencing creation of mortgage)

Documents executed

Sr.No.	Name of the documents	Date of Execution
1.	Promissory Note	19/10/2018
2.	Agreement for Loan	19/10/2018
3.	Guarantee for Loan, Cash Credit etc.	19/10/2018
4.	Deed of Simple Mortgage	19/10/2018
5.	Declaration U/s. 48 (a) and (b) of M.C.S. Act, 1960 (Unit No.2)	20/10/2018
6.	Affidavit Cum Indemnity Bond (Unit No.1)	20/10/2018
7.	Power of Attorney (Unit No.1)	20/10/2018
8.	Declaration U/s. 48 (a) and (b) of M.C.S. Act, 1960 (Unit No.2)	20/10/2018
9.	Affidavit Cum Indemnity Bond (Unit No.2)	20/10/2018
10.	Power of Attorney (Unit No.2)	20/10/2018
11.	Declaration U/s. 48 (a) and (b) of M.C.S. Act, 1960 (Unit No.3)	20/10/2018
12.	Affidavit Cum Indemnity Bond (Unit No.3)	20/10/2018
13.	Power of Attorney (Unit No.3)	20/10/2018





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SCHEDULE "C" (Details of Properties)

1. ALL THAT PIECE AND PARCEL of Unit No.1, adms. 440 sq.ft., Carpet area (inclusive of loft area) on 4th Floor, in the Building ROSA VISTA (Building No.3 Type "E") Thane, in the Survey No.199, Hissa No.8, Survey No.201 & Survey No.202, situated lying and being Village – Kavesar, Taluka & Dist – Thane, within the limit of Thane Municipal Corporation (Owned by Mr. Jagdish Kanayalal Khetwani).
2. ALL THAT PIECE AND PARCEL of Unit No.2, adms. 440 sq.ft., Carpet area (inclusive of loft area) on 4th Floor, in the Building ROSA VISTA (Building No.3 Type "E") Thane, in the Survey No.199, Hissa No.8, Survey No.201 & Survey No.202, situated lying and being Village – Kavesar, Taluka & Dist – Thane, within the limit of Thane Municipal Corporation (Owned by Mrs. Vinita Jagdish Khetwani).
3. ALL THAT PIECE AND PARCEL of Unit No.3, adms. 430 sq.ft., Carpet area (inclusive of loft area) on 4th Floor, in the Building ROSA VISTA (Building No.3 Type "E") Thane, in the Survey No.199, Hissa No.8, Survey No.201 & Survey No.202, situated lying and being Village – Kavesar, Taluka & Dist – Thane, within the limit of Thane Municipal Corporation (Owned by Mr. Mahir Jagdish Khetwani).



