

**SPEED POST/E-MAIL**

18.02.2020

1. M/s. Amit Enterprises Housing Limited  
Having its registered office at:-  
Amit House, 1902, Sadashiv Peth,  
Bajirao Road, Pune, Maharashtra- 411030  
Through its Authorised Signatory,  
Mr. Kishor Govind Pate  
Email ID: - cs@amitenterprises.com
2. Mr. Kishor Govind Pate  
S/o Shri Govind Pate  
R/o601, Govind Gaurav C, Swanand society,  
,Sahakar Nagar, Pune-411009  
Email ID: - kishor.pate@amitenterprises.com
3. Mr. Sanjeev Govind Pate  
S/o Shri Govind Pate,  
R/o 199, Datta Krupa Bungalow,  
Shriram Society,  
SahakarNagar,Pune-411009
4. Mr. Rohan Pate  
S/o Shri Kishor Pate  
R/o 601, Govind Gaurav, Building,  
S.no. 87/2a/2, plot no.2, Swanand society,  
Lane 1, Sahakar Nagar Pune 411009  
Email ID :- rohan.pate@amitenterprises.com

**Ref: PNBHFL LOAN AGAINST ACCOUNT NO. WFH/CCF/0618/547292 FOR AN AMOUNT OF RS.75,00,00,000/- (RUPEES SEVENTY FIVE CRORES ONLY)**

**Sub: NOTICE UNDER SECTION 13 (2) OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 ("SARFAESI ACT, 2002") READ WITH SECURITY INTEREST (ENFORCEMENT) RULES, 2002 AS AMENDED FROM TIME TO TIME.**

Sir,

1. We, PNB Housing Finance Limited (PNBHFL) is a Company incorporated under the Companies Act, 1956, and registered with National Housing Bank (NHB) in terms of Section 29A of the National Housing Bank Act, 1987 and having its Registered office at 9th Floor, Antriksh Bhawan, 22, K.G. Marg, New Delhi-110001, and is a notified Company under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as the "SARFAESI Act") by Ministry of Finance on 10.11.2003, and is engaged inter-alia in the business of rendering finance/loan facilities, to the intending borrowers, primarily against the security of "immoveable property".
2. You the above-named Addressee No. 1 is the Borrower Company, duly incorporated under the Companies Act, 1956 being represented by your respective

Page 1 of 14

पंजीकृत कार्यालय: 9वीं मंजिल, अंतरिक्ष भवन, 22, कस्तूरबा गांधी मार्ग, न्यू दिल्ली - 110001

Regd. Office: 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi - 110 001  
Phone: 011-23736857, Email: loans@pnbhousing.com, Website: www.pnbhousing.com

CIN: L65922DL1988PLCO33856





Directors/Authorized Signatory have approached PNBHFL, requesting the grant of a Construction Finance Loan to the tune of Rs. 75, 00, 00,000/- (Rupees Two Hundred and Seventy Five Crores only) wherein Addressee No. 2-4 stood as Guarantors. (Hereinafter all the above-named Addresses be collectively referred as "**Borrowers**").

3. Pursuant to your specific representations inter-alia with respect to adherence of the terms of repayment of the said loan, PNBHFL has sanctioned a Construction Finance Facility for the sum of Rs.75,00,00,000/- (Rupees Seventy Five Crores Only) vide Sanction Letter dated 14.06.2018 in favour of you, the above named Borrowers as Loan Facility vide Loan Account No. WFH/CCF/0618/547292 thereto which Loan Agreement cum Mortgage Deed dated 23.06.2018 against the said Construction Finance Loan Facility were executed along with certain other Loan related documents to create equitable mortgage by way of deposit of original title deeds in respect of immoveable properties in favour of PNBHFL. However, the terms and conditions of the said Sanction Letter were subsequently modified vide Addendum Letter dated 28.06.2018, furtherthereto which a Supplementary Loan Agreement to Finance Documents dated 29.06.2018 and Supplementary Deed of Mortgage cum Loan agreement for additional security dated 02.08.2019 ("hereinafter collectively referred as **Loan Agreement**") against the said Construction Finance Loan/Facility were also executed, in favour of PNBHFL against the said Construction Finance Loan/Facility
4. Subsequent to the execution of Construction Finance Loan related documents the above said financial Facility has been disbursed as Loan Facility for an amount of Rs.70,00,00,000/- (Rupees Seventy Crores Only) vide Loan Account No. WFH/CCF/0618/547292 respectively.
5. We inform you that the above Construction Finance Loan was inter-alia secured by creating security interest on the following Immoveable Properties/Receivables wherein the charge has been duly registered with the ROC in favour of PNBHFL:

All that consisting on land admeasuring 68805.22 Sq. Mtrs and Construction thereon situated on survey numbers S.No. 4/4/4,S.No. 4/9+10+11,S.no 4/3/1,S.No 4/2/4,S.No. 59/1,S.No. 59/2A,S.No.59/2B,S.No 59/2C,S.No 59/2D,S.No 59/3,S.No 59/4,S.No 59/4/1,S.No 59/5,S.no 59/5/1,SNo 59/5/2,S.No. 59/6/1,S.No. 59/6/2,SNo 59/7A,S.No. 59/7B,S No. 59/7B/1, SNo. 59/7B/2 SNo. 59/7B/3 SNo. 59/7B/4,S.No.59/8,59/9,S.No 59/10A/1, S.No 59/10A/2,S.No 59/10B S. No. 59/11 along with proportionate share in the entire land and all future construction to be carried out on said entire land and the balance potential on the entire land and all future construction to be carried out on said entire land and the balance potential on the entire land and all future construction to be carried out on the said entire land and the balance potential on the entire land situated at Ambegaon Budruk,Taluka Haveli,District Pune including Building No. J and K being Project Phase III.

Amenity Space No.2 admeasuring 6383.67 sq. Mtrs. situated on survey numbers No.4/4/4,S.No 4/9+10+11,S.No. 4/3/1,S. No 4/2/4,S No. 59/1, SNo 59/2A, SNo 59/2B, SNo 59/2C, SNo 59/2D,S. No. 59/3, S. No. 59/4,S. No. 59/4/1, S. No. 59/5,S. No. 59/5/1, S. No. 59/5/2, S No. 59/6/1, S No. 59/6/2, S No. 59/7A, S No. 59/7B, S No. 59/7B/1, S No. 59/7B/2, S No. 59/7B/3, S No. 59/7B/4, S No. 59/8, S No. 59/9, S No. 59/10A/1, S No. 59/10A/2,SNo.59/10B, S No. 59/11 along with proportionate share in entire land and all future construction to be carried on the entire land and the balance potential on the entire land situated at Village Ambegaon Budruk, Taluka Haveli, District Pune.





The repayment of the said Construction Finance Loan was further secured by way of Hypothecation of all present and future Receivables from the sold and unsold units of the Project Bloomfield III.

Additional Units and Receivables forming part of the Project Phase 1 bearing Villa No – 7,9,11,17 and Twin Bungalow Unit No. 7, situated at the Project 'Amit Bloomfield' at S. No. 59 +4(P) situated at Village Ambegaon Budruk, Taluka Haveli, District Pune. (above properties are hereinafter collectively referred to as "**Secured Asset**").

6. As per the terms governing the said Construction Finance Loan, it was mutually agreed between you the above named addressees and PNBHFL that the tenure of the said availed loan would be 54 months (including moratorium period of 24 months from the date of first disbursement) for Loan Facility for the Equal Monthly Installment of INR 2,50,00,000 ( Rupees Two Crore and Fifty Lakh Only) respectively.
7. We hereby inform you the above-named addressees, that PNBHFL is the secured creditor, and the debt owing to PNBHFL is a secured debt on the said Secured Asset, which is a secured asset of PNBHFL. The term borrower under the SARFAESI Act, 2002 means any person who has been granted financial assistance by Bank/Financial Institution or who has given any guarantee or created any mortgage / created charge as security for the said financial assistance granted by the Bank/Financial Institution. Hence, all and each of you being borrowers/guarantors of PNBHFL, who are under a liability to PNBHFL, have made default in payment of the secured debt including interests in respect thereof.
8. We hereby inform you that you the above named addressee have committed breach of the terms and conditions of the said Loan Agreement and other documents executed in relation thereto by inter alia defaulting in payment of instalments due and payable by you to PNBHFL, under the said Loan Agreement. Despite repeated requests calling upon you to repay the interest due, all of you and each of you who are jointly and severally liable, have failed to repay the outstanding dues.
9. As the Equated Monthly Instalments of the aforesaid Loan Accounts has remained overdue, your Account has been classified as a "Non-Performing Asset (NPA)" on February 6,2020 in the books of accounts maintained by PNBHFL in accordance with the directives and guidelines relating to asset classification, issued by the National Housing Bank/ Reserve Bank of India, from time to time.
10. We hereby inform you that as on 18.02.2020, total amount outstanding and payable to PNBHFL by you all the addressees is Rs.73,16,71,966.63/- (Rupees Seventy Three Crores Sixteen Lakhs Seventy One Thousand Nine Hundred Sixty Six and Sixty Three Paise Only) in respect of the aforesaid loan Facility. The details of the said dues are more specifically mentioned in **Schedule-I** appearing herein under.
11. Under the circumstances, PNBHFL is taking recourse to the express provisions as contemplated in Section 13(2) of the SARFAESI Act, 2002, hereby call upon you all the addressees, to repay the aforesaid amount of Rs.73,16,71,966.63/- (Rupees Seventy Three Crores Sixteen Lakhs Seventy One Thousand Nine Hundred Sixty Six and Sixty Three Paise Only) along with future interest computable till the date of payment in full, within **60 (Sixty) days** from the date of the notice, failing which we shall be entitled to





exercise any and/or all of the rights, available to a secured creditor and as more specifically stipulated in Sub-Section (4) of Section 13 of the SARFAESI Act; which will include one or more of the following measures to recover PNBHFL's secured debt, namely: -

- a) take possession of the secured assets of the borrower including the right to transfer by way of lease, assignment or sale for realizing the secured assets;
- b) take over the management of the secured assets of the borrower including the right to transfer by way of lease, assignment or sale and realize the secured asset;
- c) appoint any person (hereafter referred to as the manager), to manage the secured assets the possession of which has been taken over by the secured creditor;
- d) require at any time by notice in writing, any person who has acquired any of the secured assets from the borrower and from whom any money is due or may become due to the borrower, to pay the secured creditor, so much of the money as is sufficient to pay the secured debt.

Details of the Secured Assets in respect of which PNBHFL shall be constrained to enforce its rights, in the event of nonpayment of the aforesaid amount, within the aforesaid period is more specifically enumerated in **Schedule-II**, appearing hereinunder.

12. You are further requested to note that as per Section 13(13) of SARFAESI Act, you are restrained/prohibited from disposing of or dealing with the above-Secured Assets or transferring by way of sale, lease or otherwise (other than in the ordinary course of business) any of the above Secured Assets, without prior written consent of PNBHFL. We may add that non-compliance with the above provision contained in Section 13(13) of SARFAESI Act, is an offence punishable under section 29 of the said Act.
13. Please note that your attention is invited to provisions of Sub-Section (8) of Section 13 of the SARFAESI Act, 2002 whereunder you can tender/pay the entire amount of outstanding dues together with all costs, charges and expenses incurred by our Company only till the date of publication of the notice for sale of the Secured Asset(s) by public auction, by inviting quotations, tender from public or by private treaty. Please also note that if the entire amount of outstanding dues together with the costs, charges and expenses incurred by our Company is not tendered before publication of notice for sale of the Secured Asset(s) by public auction, by inviting quotations, tender from public or by private treaty, you may not be entitled to redeem the Secured Asset(s) thereafter.
14. Please also note that this notice is sent to you without prejudice to the other rights and remedies available to PNBHFL including initiation of the appropriate legal proceedings before the appropriate courts and/or tribunal for recovery of the above said outstanding amount. This notice is also without prejudice to PNBHFL's right for undertaking the prosecution of any complaint filed by us.
15. Any correspondence in this regard may be addressed to the Authorised Officer at the above - mentioned Registered Office at New Delhi.

You are therefore called upon to comply with the demand under this notice and to avoid further action under the Securitisation and Reconstruction of Financial Assets and Enforcement of





Security Interest Act, 2002, read with Security Interest (Enforcement) Rules, 2002 which shall be at your costs and consequences, OF WHICH PLEASE TAKE NOTICE.

**For PNB Housing Finance Limited**

**Mr. Ashutosh Sharma**  
**Authorized Officer**





**SCHEDULE – I**

**LOAN FACILITY**

Loan Account No.	WFH/CCF/0618/547292
Description of Dues	Amount of debt in Rupees due as on 18.02.2020 is Rs.73,16,71,966.63/-
Loan Amount Disbursed	Rs. 70,00,00,000/-
Principal Outstanding as on 18.02.2020	Rs. 69,91,95,560.00/-
Interest for the month	Rs. 30,45,619.00/-
EMI Outstanding	Rs. 2,75,07,350.31/-
CERSAI fees	Rs. 118.00/-
Interest Overdue Charges	Rs. 12,49,662.32 /-
TDS Certificates Security Deposit (to be refunded post receipt of TDS Certificates)	Rs. 6,73,657.00/-
Total Amount Payable/Outstanding	Rs. 73,16,71,966.63/-

**For PNB Housing Finance Limited**

**Mr. Ashutosh Sharma**  
Authorized Officer





### SCHEDULE – II

All that consisting on land admeasuring 68805.22 Sq. Mtrs and Construction thereon situated on survey numbers S.No. 4/4/4,S.No. 4/9+10+11,S.no 4/3/1,S.No 4/2/4,S.No. 59/1,S.No. 59/2A,S.No.59/2B,S.No 59/2C,S.No 59/2D,S.No 59/3,S.No 59/4,S.No 59/4/1,S.No 59/5,S.No 59/5/1,S.No 59/5/2,S.No. 59/6/1,S.No. 59/6/2,S.No 59/7A,S.No. 59/7B,S No. 59/7B/1, S.No. 59/7B/2 S.No. 59/7B/3 S.No. 59/7B/4,S.No.59/8,59/9,S.No 59/10A/1, S.No 59/10A/2,S.No 59/10B S. No. 59/11 along with proportionate share in the entire land and all future construction to be carried out on said entire land and the balance potential on the entire land and all future construction to be carried out on said entire land and the balance potential on the entire land and all future construction to be carried out on the said entire land and the balance potential on the entire land situated at Ambegaon Budruk, Taluka Haveli, District Pune including Building No. J and K being Project Phase III having 200 unsold units mentioned below hereunder in **Annexure A** and excluding 51 sold units mentioned hereunder below in **Annexure B** as on February 10, 2020.

Amenity Space No.2 admeasuring 6383.67 Sq.Mtrs. situated on survey numbers No.4/4/4,S.No 4/9+10+11,S.No. 4/3/1,S. No 4/2/4,S No. 59/1, S.No 59/2A, S.No 59/2B, S.No 59/2C, S.No 59/2D,S. No. 59/3, S. No. 59/4,S. No. 59/4/1, S. No. 59/5,S. No. 59/5/1, S. No. 59/5/2, S No. 59/6/1, S No. 59/6/2, S No. 59/7A, S No. 59/7B, S No. 59/7B/1, S No. 59/7B/2, S No. 59/7B/3, S No. 59/7B/4, S No. 59/8, S No. 59/9, S No. 59/10A/1, S No. 59/10A/2,S.No.59/10B, S No. 59/11 along with proportionate share in entire land and all future construction to be carried on the entire land and the balance potential on the entire land situated at Village Ambegaon Budruk, Taluka Haveli, District Pune.

Hypothecation of all present and future receivables from the sold and unsold units of the Project Bloomfield III.

Additional Units and Receivables forming part of the Project Phase 1 bearing Villa No-7,9,11,17 and Twin Bungalow No. 7 situated at the Project Amit Bloomfield at S. No. 59 +4(P) situated at Village Ambegaon Budruk, Taluka Haveli, District Pune.

#### Annexure-A

Serial No.	Building	UNIT NO	CONFIGURATION (2BHK, 3BHK)	SBUA (Sq ft)
1	J	101	J101	1121
2	J	102	J102	1121
3	J	103	J103	1121
4	J	104	J104	1121
5	J	105	J105	1121
6	J	106	J106	1121
7	J	107	J107	1121
8	J	108	J108	1121
9	J	202	J202	1156
10	J	203	J203	1156
11	J	204	J204	1156





12	J	205	J205	1156
13	J	206	J206	1156
14	J	207	J207	1156
15	J	208	J208	1156
16	J	301	J301	1121
17	J	302	J302	1121
18	J	303	J303	1121
19	J	305	J305	1121
20	J	306	J306	1121
21	J	307	J307	1121
22	J	308	J308	1121
23	J	401	J401	1156
24	J	402	J402	1156
25	J	403	J403	1156
26	J	404	J404	1156
27	J	405	J405	1156
28	J	406	J406	1156
29	J	407	J407	1156
30	J	408	J408	1156
31	J	505	J505	1121
32	J	506	J506	1121
33	J	508	J508	1121
34	J	604	J604	1156
35	J	605	J605	1156
36	J	606	J606	1156
37	J	607	J607	1156
38	J	608	J608	1156
39	J	702	J702	1121
40	J	704	J704	1121
41	J	705	J705	1121
42	J	706	J706	1121
43	J	707	J707	1121
44	J	801	J801	1156
45	J	802	J802	1156
46	J	804	J804	1156
47	J	805	J805	1156
48	J	806	J806	1156
49	J	807	J807	1156
50	J	903	J903	1121
51	J	904	J904	1121
52	J	906	J906	1121







53	J	907	J907	1121
54	J	1002	J1002	1156
55	J	1003	J1003	1156
56	J	1004	J1004	1156
57	J	1005	J1005	1156
58	J	1006	J1006	1156
59	J	1007	J1007	1156
60	J	1102	J1102	1121
61	J	1103	J1103	1121
62	J	1104	J1104	1121
63	J	1106	J1106	1121
64	J	1107	J1107	1121
65	J	1202	J1202	1156
66	J	1203	J1203	1156
67	J	1204	J1204	1156
68	J	1205	J1205	1156
69	J	1206	J1206	1156
70	J	1207	J1207	1156
71	J	1208	J1208	984
72	J	1302	J1302	1121
73	J	1303	J1303	1121
74	J	1304	J1304	1121
75	J	1305	J1305	1121
76	J	1306	J1306	1121
77	J	1307	J1307	1121
78	J	1308	J1308	1121
79	J	1401	J1401	1156
80	J	1403	J1403	1156
81	J	1405	J1405	1156
82	J	1406	J1406	1156
83	J	1407	J1407	1156
84	J	1408	J1408	1156
85	J	1501	J1501	1121
86	J	1502	J1502	1121
87	J	1503	J1503	1121
88	J	1504	J1504	1121
89	J	1505	J1505	1121
90	J	1506	J1506	1121
91	J	1507	J1507	1121
92	J	1508	J1508	1121
93	J	1602	J1602	1156





94	J	1603	J1603	1156
95	J	1604	J1604	1156
96	J	1605	J1605	1156
97	J	1606	J1606	1156
98	J	1607	J1607	1156
99	J	1608	J1608	1156
100	J	1701	J1701	1121
101	J	1702	J1702	1121
102	J	1703	J1703	1121
103	J	1704	J1704	1121
104	J	1705	J1705	1121
105	J	1706	J1706	1121
106	J	1801	J1801	1156
107	J	1802	J1802	1156
108	J	1803	J1803	1156
109	J	1804	J1804	1156
110	J	1805	J1805	1156
111	J	1806	J1806	1156
112	J	1807	J1807	1156
113	J	1808	J1808	1156
114	J	1901	J1901	1121
115	J	1902	J1902	1121
116	J	1903	J1903	1121
117	J	1904	J1904	1121
118	J	1905	J1905	1121
119	J	1906	J1906	1121
120	J	1907	J1907	1121
121	J	1908	J1908	1121
122	J	2001	J2001	1156
123	J	2002	J2002	1156
124	J	2003	J2003	1156
125	J	2004	J2004	1156
126	J	2005	J2005	1156
127	J	2006	J2006	1156
128	J	2007	J2007	1156
129	J	2008	J2008	1156
130	J	2101	J2101	1121
131	J	2102	J2102	1121
132	J	2103	J2103	1121
133	J	2104	J2104	1121
134	J	2105	J2105	1121





135	J	2106	J2106	1121
136	J	2107	J2107	1121
137	J	2108	J2108	1121
138	K	101	K101	1574
139	K	103	K103	1509
140	K	104	K104	1551
141	K	201	K201	1616
142	K	202	K202	1511
143	K	203	K203	1431
144	K	204	K204	1488
145	K	301	K301	1574
146	K	302	K302	1574
147	K	303	K303	1509
148	K	304	K304	1551
149	K	401	K401	1616
150	K	402	K402	1511
151	K	403	K403	1431
152	K	404	K404	1488
153	K	501	K501	1574
154	K	503	K503	1509
155	K	601	K601	1616
156	K	602	K602	1511
157	K	603	K603	1431
158	K	604	K604	1488
159	K	701	K701	1574
160	K	702	K702	1574
161	K	703	K703	1378
162	K	704	K704	1551
163	K	802	K802	1511
164	K	803	K803	1431
165	K	804	K804	1488
166	K	902	K902	1574
167	K	1002	K1002	1511
168	K	1003	K1003	1431
169	K	1004	K1004	1488
170	K	1101	K1101	1574
171	K	1102	K1102	1574
172	K	1103	K1103	1509
173	K	1104	K1104	1551
174	K	1201	K1201	1616
175	K	1202	K1202	1511





176	K	1203	K1203	1299
177	K	1204	K1204	1488
178	K	1301	K1301	1574
179	K	1304	K1304	1551
180	K	1402	K1402	1511
181	K	1403	K1403	1431
182	K	1404	K1404	1488
183	K	1504	K1504	1551
184	K	1602	K1602	1511
185	K	1603	K1603	1431
186	K	1604	K1604	1488
187	K	1702	K1702	1574
188	K	1703	K1703	1378
189	K	1802	K1802	1511
190	K	1803	K1803	1431
191	K	1804	K1804	1488
192	K	1901	K1901	1574
193	K	1903	K1903	1509
194	K	1904	K1904	1551
195	K	2001	K2001	1616
196	K	2002	K2002	1511
197	K	2003	K2003	1431
198	K	2004	K2004	1488
199	K	2101	K2101	1574
200	K	2102	K2102	1574

## Annexure -B

Serial No.	Building	UNIT NO.	CONFIGURATION (2BHK, 3BHK)	SBUA (Sq ft)
1	J	703	J703	1121
2	J	304	J304	1121
3	J	501	J501	1121
4	J	502	J502	1121
5	J	708	J708	948
6	J	1108	J1108	1121
7	J	1201	J1201	1156
8	J	701	J701	1121
9	J	507	J507	1121





10	J	1101	J1101	1121
11	J	1402	J1402	1156
12	J	905	J905	1151
13	J	504	J504	1121
14	J	503	J503	1121
15	J	908	J908	1121
16	J	1707	J1707	1121
17	J	1708	J1708	948
18	J	1008	J1008	1156
19	J	1105	J1105	1121
20	J	1001	J1001	1156
21	J	1601	J1601	1156
22	J	902	J902	1121
23	K	904	K904	1551
24	K	901	K901	1574
25	K	2103	K2103	1509
26	K	504	K504	1551
27	K	502	K502	1574
28	K	1502	K1502	1574
29	K	1902	K1902	1574
30	K	1302	K1302	1574
31	K	1501	K1501	1574
32	K	1001	K1001	1616
33	K	903	K903	1509
34	K	1303	K1303	1509
35	J	201	J201	1182
36	J	601	J601	1152
37	J	602	J602	1175
38	J	603	J603	1156
39	J	803	J803	1180
40	J	808	J808	1182
41	J	901	J901	1152
42	J	1301	J1301	1121
43	J	1404	J1404	1156
44	K	102	K102	1574
45	K	801	K801	1616
46	K	1401	K1401	1616
47	K	1503	K1503	1558





48	K	1601	K1601	1616
49	K	1701	K1701	1635
50	K	1704	K1704	1611
51	K	1801	K1801	1676

**For PNB Housing Finance Limited**

**Mr. Ashutosh Sharma**  
**Authorized Officer**

