

o/c

SPEED POST/E-MAIL

1. M/s. Supertech Limited
Having its registered office at:
1114, Hemkund Chambers, 11th Floor,
89, Nehru Place, New Delhi-110019
E-mail ID: mohd.tariq@supertechlimited.com
Through its Director/Authorised Signatory
Sh. Ram Kishore Arora

Also Having its Corporate Office at:
B 28-29, Sector 58,
Noida, Uttar Pradesh-201307

2. M/s Sarv Realtors Private Limited
Having its registered office at:
1114, Hemkund Chambers, 11th Floor,
89, Nehru Place, New Delhi-110019
E-mail id: headoffice@supertechlimited.com
Through its Authorized Signatory
Sh. Yogesh Goswami

3. M/s ASP Sarin Realty Pvt. Ltd.
Through its Authorized Signatory
Sh. Yogesh Goswami
Having its registered office at:
1114, Hemkund Chambers, 11th Floor,
89, Nehru Place, New Delhi-110019
E-mail id: headoffice@supertechlimited.com

4. M/s Dipam Buildwell Private Limited
Having its registered office at:
C-45, Sector 62, Noida,
Ghaziabad-201307, Uttar Pradesh
Through its Authorised Representative
Mr. Mohit Arora

5. Mr. Ram Kishore Arora
S/o Mr. Laxman Singh Arora,
R/o C-1/10, Sector-36, Noida,
Gautam Budh Nagar, Uttar Pradesh-201303

6. Mrs. Sangita Arora
D/o Mr. Jagdish Prasad
R/o C-1/10, Sector-36, Noida,
Gautam Budh Nagar, Uttar Pradesh-201303

7. Mr. Mohit Arora
S/o Mr. Ram Kishore Arora
R/o C-1/10, Sector-36, Noida,
Gautam Budh Nagar, Uttar Pradesh-201303



पंजीकृत कार्यालय: 9वीं मंजिल, अंत्रिक्ष भवन, 22, कस्तूरबा गौंधी मार्ग, न्यू दिल्ली - 110001

Regd. Office: 9th Floor, Antriksh Bhabha, K.G. Marg, New Delhi - 110 001
Toll Free: 1800 120 8800, Email: customercare@pnbhousing.com, Website: www.pnbhousing.com

CIN: L65922DL1988PLCO33856



Ref: PNBHFL LOAN AGAINST ACCOUNT NO. WFH/CCF/0117/342995 AND WFH/CCF/0117/342986 FOR AN AMOUNT OF RS.275,00,00,000/- (RUPEES TWO HUNDRED 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 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 Directors/Authorised Signatory along with other Co-Borrowers i.e. Addressee No. 2-4 have approached PNBHFL, requesting the grant of a Construction Finance Loan to the tune of Rs. 275, 00, 00,000/- (Rupees Two Hundred and Seventy Five Crores only) wherein Addressee No. 5-7 stood as Guarantors(Hereinafter all the above-named Addressee 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.275,00,00,000/- (Rupees Two Hundred and Seventy Five Crores Only) vide Sanction Letter dated 04.01.2017 in favour of you the above named Borrowers as Loan Facility I for an amount of Rs.150,00,00,000/- (Rupees One Hundred and Fifty Crores Only) and Loan Facility II for an amount of Rs. 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores Only) (Loan Facility I and Loan Facility II are collectively referred to as the "**Construction Finance Loan/Facility**") vide Loan Account No. WFH/CCF/0117/342986 and WFH/CCF/0117/342995 respectively. The terms and conditions of the said sanction letter were modified vide Modification Sanction Letter dated 08.03.2017 and thereafter Loan Agreement dated 10.03.2017 ("**Loan Agreement**") against the said Construction Finance Loan/Facility was executed wherein you have also executed 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 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 in two tranches namely as Loan Facility I for an amount of Rs.150,00,00,000/- (Rupees One Hundred and Fifty Crores Only) and Loan Facility II for an amount of Rs. 105,00,00,000/- (Rupees One Hundred and Five Crores Only) vide Loan Account No. WFH/CCF/0117/342986 and WFH/CCF/0117/342995 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:

"Equitable Mortgage of Project Land admeasuring 1,11,248 square meters (27.49 acres) and structure thereon of "Project Supertech Hues", Sohna Road, Sector 68, Gurgaon, Haryana to be shared on pari passu basis with IFCI Limited"; and

"Equitable Mortgage (by deposit of title deeds) in the land admeasuring (5.483 acres) at Badshahpur, Sector-68, Gurgaon to be shared on pari passu basis with IFCI Limited; and

The repayment of the said Construction Finance Loan was further secured by way of "Hypothecation of future Receivables from the project "Supertech Hues" and from saleable area for land admeasuring 5.843 acres at Badshahpur, Sector-68, Gurgaon to be shared on pari passu basis with IFCI Limited".

(above properties are hereinafter collectively referred to as "**Secured Asset**").

6. The said Construction Finance Loan/Finance was secured by pari passu charge with IFCI Limited. A Memorandum of Entry was executed wherein a charge and mortgage of the Secured Asset was created between PNB Housing Finance Limited and IFCI Limited. The original title deeds of the Land admeasuring 1,11,248 square meters (27.49 acres) and structure thereon of "Project Supertech Hues", Sohna Road, Sector 68, Gurgaon, Haryana are in the possession of IFCI Limited and the title deeds of the land admeasuring (5.483 acres) at Badshahpur, Sector-68, Gurgaon are in the possession of PNB Housing Finance Limited.
7. 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 51 months (including moratorium period of 24 months from the date of first disbursement) for Loan Facility I and 60 months (including moratorium period of 30 months from the date of first disbursement) for Loan Facility-II respectively bearing Principal Instalment of INR 5,56,00,000/- (Rupees Five Crores and Fifty-Six Lakhs Only) and INR 4,17,00,000/- (Rupees Four Crore Seventeen Lakhs Only) respectively.
8. 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.
9. 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.





10. 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 31.07.2019 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.
11. Under the circumstances, PNBHFL had taken recourse to the express provisions as contemplated in Section 13(2) of the SARFAESI Act, 2002 and called upon you all the addressees, to repay the aforesaid amount of **Rs.279,20,36,855.09/- (Rupees Two Hundred Seventy Nine Crore Twenty lakh Thirty Six Thousand Eight hundred Fifty Five and Nine Paise Only)** along with future interest computable till the date of payment in full, within **60 (Sixty) days** from the date of the notice dated 30.08.2019.
12. Since, you all the addressees failed to repay the amount in full as mentioned in the 13(2) dated 30.08.2019, PNBHFL has taken constructive possession of the secured asset described herein above in exercise of powers conferred on it under sub-section 4 of section 13 of the said Act read with Rule 8 of the said Rules, on **30.01.2020**
13. We hereby inform you that the said Loan was further inter-alia secured by way of creating security interest on the following additional Immoveable Properties by the Addressee No. 4 through its Authorised Representative i.e. Addressee No. 7 in favour of PNBHFL by way of deposit of title deeds of the said Secured Asset. A Memorandum of Entry dated 28.09.2019 was also executed wherein a charge and mortgage of the Secured Asset was created in favour of PNB Housing Finance Limited:
- "Group Housing Plot No. GH-A9 admeasuring 13,859 square meters (3.42 acres) in Sector-25, Jaypee Greens Sports City SDZ, Yamuna Expressway Industrial Development Authority Area, District Gautam Budh Nagar, Uttar Pradesh."; and
- "71 flats (details whereof are mentioned in **Schedule-II**) having total area of 50071sq. ft. in Project "Czar" situated at Sector Omicron-1, Greater Noida"
- (above properties are hereinafter collectively referred to as "**Additional Security**")
14. As on 10.02.2020, total amount outstanding and payable to PNBHFL by you all the addressees is Rs. 278,61,62,873.72 /- (Indian Rupees Two Hundred Seventy Eight Crore Sixty One Lakh Sixty Two Thousand Eight Hundred Seventy Three and Seventy Two Paise Only) i.e. Rs. 159,84,13,141.11/- in Loan Facility-I and Rs. 118,77,49,732.61/- in Loan Facility-II in respect of the aforesaid loan Facility. The details of the said dues are more specifically mentioned in **Schedule-I** appearing herein under.
15. 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. 278,61,62,873.72 /- (Indian Rupees Two Hundred Seventy Eight Crore Sixty One Lakh Sixty Two Thousand Eight Hundred Seventy Three and Seventy Two 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 Additional Security of the borrower including the right to transfer by way of lease, assignment or sale for realizing the Additional Security;
- b) take over the management of the Additional Security 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 Additional Security 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 Additional Security 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 Additional Secured Assets in respect of which PNBHFL shall be constrained to enforce its rights which were not in existence at the time of issuance of earlier demand notice u/s 13(2) of SARFAESI Act, 2002 dated 30.08.2019, in the event of nonpayment of the aforesaid amount, within the aforesaid period is more specifically enumerated in **Schedule-II**, appearing hereinunder.

16. 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.
17. 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.
18. 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 PNBHFL under Section 138 of The Negotiable Instruments Act, 1881, as amended and/or Payment of Settlement Systems Act, 2007 as amended.
19. 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

Authorized Officer





SCHEDULE – I

LOAN FACILITY-I

Loan Account No.	WFH/CCF/0117/342986
Description of Dues	Amount of debt in Rupees due as on 10.02.2020 is Rs. 159,84,13,141.11/-
Loan Amount Disbursed	INR 1,50,00,00,000
Principal Outstanding as on 10.02.2020	INR 94,44,44,440.00
Interest for the month	INR 41,47,793.00
EMI Outstanding	INR 57,12,04,168.33
CERSAI fees	INR 118/-
Principal Overdue Charges	INR 4,25,57,077.20
Interest Overdue Charges	INR 2,50,93,812.58
TDS Certificates Security Deposit (to be refunded post receipt of TDS Certificates)	INR 1,09,65,732.00
Total Amount Payable/Outstanding	INR 1,59,84,13,141.11

LOAN FACILITY-II

Loan Account No.	WFH/CCF/0117/342995
Description of Dues	Amount of debt in Rupees due as on 10.02.2020 is INR 1,18,77,49,732.61
Loan Amount Disbursed	INR 1,05,00,00,000
Principal Outstanding as on 10.02.2020	INR 91,00,00,000.00
Interest for the month	INR 39,96,521.00
EMI Outstanding	INR 24,54,77,245.00
CERSAI fees	INR 118/-
Principal Overdue Charges	INR 47,17,808.50
Interest Overdue Charges	INR 1,76,77,206.11
TDS Certificates Security Deposit (to be refunded post receipt of TDS Certificates)	INR 58,80,834.00
Total Amount Payable/Outstanding	INR 1,18,77,49,732.61

For PNB Housing Finance Limited

Authorized Officer





SCHEDULE – II

"Group Housing Plot No. GH-A9 admeasuring 13,859 square meters (3.42 acres) in Sector-25, Jaypee Greens Sports City SDZ, Yamuna Expressway Industrial Development Authority Area, District Gautam Budh Nagar, Uttar Pradesh." and

"71 flats (details whereof are mentioned below) having total area of 50071 sq. ft. in Project "Czar" situated at Sector Omicron-1, Greater Noida"

Sr. No.	Tower Name	Unit No.	Size in Sq. Ft.
1	Darius-5	R004G001203	1875
2	Darius-5	R004G001204	1875
3	Darius-6	R004H000101	2490
4	Darius-6	R004H001101	2490
5	Darius-8	R004J000104	1875
6	Darius-8	R004J000404	1875
7	Nicolas-3	R004CN30502	1085
8	Nicolas-3	R004CN30508	1405
9	Nicolas-3	R004CN30601	1405
10	Nicolas-3	R004CN31902	1085
11	Nicolas-3	R004CN31904	1085
12	Nicolas-3	R004CN32003	1085
13	Nicolas-4	R004CN41502	2075
14	Socrates-1	R004SR10001	487
15	Socrates-1	R004SR10002	477
16	Socrates-1	R004SR10003	477
17	Socrates-1	R004SR10004	477
18	Socrates-1	R004SR10005	477
19	Socrates-1	R004SR10008	477
20	Socrates-1	R004SR10009	477
21	Socrates-1	R004SR10010	477
22	Socrates-1	R004SR10011	477
23	Socrates-1	R004SR10012	487
24	Socrates-1	R004SR10305	477
25	Socrates-1	R004SR10311	477
26	Socrates-1	R004SR10502	477
27	Socrates-1	R004SR10503	477
28	Socrates-1	R004SR10509	477
29	Socrates-1	R004SR10602	477
30	Socrates-1	R004SR11310	477
31	Socrates-1	R004SR11908	477
32	Socrates-1	R004SR11909	477
33	Socrates-1	R004SR11912	487
34	Socrates-2	R004SR20001	487
35	Socrates-2	R004SR20002	477





36	Socrates-2	R004SR20003	477
37	Socrates-2	R004SR20004	477
38	Socrates-2	R004SR20005	477
39	Socrates-2	R004SR20006	477
40	Socrates-2	R004SR20007	477
41	Socrates-2	R004SR20008	477
42	Socrates-2	R004SR20009	477
43	Socrates-2	R004SR20010	477
44	Socrates-2	R004SR20011	477
45	Socrates-2	R004SR20012	487
46	Socrates-2	R004SR20111	477
47	Socrates-2	R004SR20209	477
48	Socrates-2	R004SR20301	487
49	Socrates-2	R004SR20310	477
50	Socrates-2	R004SR20312	487
51	Socrates-2	R004SR20610	477
52	Socrates-2	R004SR20909	477
53	Socrates-2	R004SR21303	477
54	Socrates-2	R004SR21304	477
55	Socrates-2	R004SR21312	487
56	Socrates-2	R004SR21711	477
57	Socrates-2	R004SR21812	487
58	Socrates-2	R004SR21901	487
59	Socrates-2	R004SR21902	477
60	Socrates-2	R004SR21903	477
61	Socrates-2	R004SR21910	477
62	Socrates-3	R004SR30103	535
63	Socrates-3	R004SR30106	535
64	Socrates-3	R004SR30207	535
65	Socrates-3	R004SR31013	535
66	Socrates-3	R004SR31113	535
67	Socrates-3	R004SR31301	545
68	Socrates-3	R004SR31315	535
69	Socrates-3	R004SR31316	535
70	Socrates-3	R004SR31402	545
71	Socrates-3	R004SR31403	535
Total Area			50071

For PNB Housing Finance Limited

Authorized Officer

