

 इंडियन बैंक Indian Bank इलाहाबाद ALLAHABAD आपका अपना बैंक हर कदम आपके साथ	अंचल कार्यालय, लखीमपुर खीरी (राधे काम्प्लेक्स कचेहरी रोड, लखीमपुर खीरी - 262 701) दूरभाष नं. - (05872) 253009, 253209, 257889	Zonal Office, Lakhimpur Kheri (Radhey Complex, Kutchery Road, Lakhimpur-Kheri - 262 701) Phone- (05872) - 253009, 253209,257889
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Ref: ZO/LMP/RECOVERY/2024-25/109

o/c

Dated: 22/08/2024

Possession Notice [Under Rule-8(1) of Security Interest (Enforcement) Rules, 2002]

Account Name: 1. M/s Satyam Mobile Center

(Proprietor: Smt. Kusum Pathak W/o Yogesh)

A/c No- 7315490678

Branch – Mahewaganj (M548)

Whereas:

The undersigned being the authorized officer of the Indian Bank under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under section 13(12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 issued a demand notice dated **13.06.2024** calling upon the borrower **M/s Satyam Mobile Center (Proprietor: Smt. Kusum Pathak)**, Address: Near Durga Hotel, Tharvaranganj, Tehsil -Lakhimpur Kheri, District- Lakhimpur Kheri, Uttar Pradesh, PIN- 262701 and Smt. Kusum Pathak W/o Yogesh, R/o Mohalla- Kashi Nagar, Tehsil- Lakhimpur Kheri, District- Lakhimpur Kheri, Uttar Pradesh, PIN- 262701 to repay the amount mentioned in the notice being **Rs.41,09,454.00 (Rupees Forty-One Lakh Nine Thousand Four Hundred Fifty-Four Only)** within 60 days from the date of receipt of the said notice.

The borrower's having failed to repay the entire amount, notice is hereby given to the borrower and the public in general that the undersigned has taken the symbolic possession of the property described herein below in exercise of powers conferred on him under section 13(4) of the said Act read with rule 8 of the said rules on this **21st day of August of the year 2024**.

The borrower in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of the Indian Bank (e-AB), Lakhimpur Main Branch, for an amount of **Rs.41,09,454.00 (Rupees Forty-One Lakh Nine Thousand Four Hundred Fifty-Four Only)** and interest & other charges thereon.

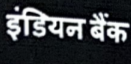
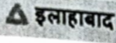
The borrower's attention is invited to the provision of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.

The specific details of the assets in which security interest is created are enumerated hereunder: -

Mortgaged assets: -

A detailed description of each of the assets subject to mortgage viz, the state, district, taluk, village, survey no, extent, boundaries, etc. shall be provided. (The description shall be so exhaustive that it will be easy for anybody to identify and locate the property).



 इंडियन बैंक  Indian Bank  इलाहाबाद ALLAHABAD आपका अपना बैंक हर कदम आपके साथ	अंचल कार्यालय, लखीमपुर खीरी (राधे काम्प्लेक्स कचेहरी रोड, लखीमपुर खीरी - 262 701) दूरभाष नं. - (05872) 253009, 253209, 257889	Zonal Office, Lakhimpur Kheri (Radhey Complex, Kutchery Road, Lakhimpur-Kheri - 262 701) Phone- (05872) - 253009, 253209,257889
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Registration Details	Details of Property	Boundaries
Bahi No 1 Zild No. 890, Pages 75 to 84, Deed no 4384 dt 30.10.1995 executed by Smt. Chameli Devi W/o Sri Hari Narayan Bhandari in favor of Smt. Kusum W/o Yogesh at sub-registrar Lakhimpur Kheri	Residential House area 1522.00 sqft Situated at Mohalla Arjun Nagar, Lakhimpur Kheri Tehsil- Lakhimpur Kheri, District- Lakhimpur Kheri, Uttar Pradesh, PIN- 262701 Total Area- 1522.00 Sqft Owner: Smt. Kusum Pathak W/o Yogesh, R/o Moh- Kashi Nagar, - Lakhimpur Kheri, District- Lakhimpur Kheri, Uttar Pradesh, PIN- 262701	Boundaries as per the sale deed are as under: North: Aaraji Shrikrishna South: Plot no 24 East: Plot no 31 West: Road Kachchi 15 ft

वास्ते-इंडियन बैंक/For Indian Bank

अधिकृत अधिकारी/Authorised Officer

Authorised Officer

Indian Bank, Mahewaganj

Date: 22/08/2024

Place: Mahewaganj

- 1. M/s Satyam Mobile Center (Proprietor: Smt. Kusum Pathak), Address: Near Durga Hotel, Tharvaranganj, Tehsil -Lakhimpur Kheri, District- Lakhimpur Kheri, Uttar Pradesh, PIN- 262701 (Borrower)**
- 2. Smt. Kusum Pathak W/o Yogesh, R/o Mohalla- Kashi Nagar, Tehsil- Lakhimpur Kheri, District- Lakhimpur Kheri, Uttar Pradesh, PIN- 262701 (Borrower & Mortgagor)**
- 3. Mr. Satyam Pathak S/o Yogesh, R/o Mohalla- Kashi Nagar, Tehsil- Lakhimpur Kheri, District- Lakhimpur Kheri, Uttar Pradesh, PIN- 262702 (Guarantor)**

वास्ते-इंडियन बैंक/For Indian Bank

अधिकृत अधिकारी/Authorised Officer

Authorised officer

Indian Bank, Mahewaganj



RU192328778IN IVR:8285192328778

RL KHERI HO <262701>

Counter No:9,23/08/2024,13:55

To:KUSUM PATHAK ,LMP

PIN:262701, Kheri HO

From:INDIAN BANK ,LMP

Wt:20gms,REG=17.0

Amt:25.96,Tax:3.96,Amt.Paid:26.00(Cash)

<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Masks, Stay Safe>

RU192328659IN IVR:8285192328659

RL KHERI HO <262701>

Counter No:9,23/08/2024,13:55

To:SATYAM MOBILE CENTER,LMP

PIN:262701, Kheri HO

From:INDIAN BANK ,LMP

Wt:20gms,REG=17.0

Amt:25.96,Tax:3.96,Amt.Paid:26.00(Cash)

<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Masks, Stay Safe>

RU192328781IN IVR:8285192328781

RL KHERI HO <262701>

Counter No:9,23/08/2024,13:55

To:SATYAM PATHAK,LMP

PIN:262701, Kheri HO

From:INDIAN BANK ,LMP

Wt:20gms,REG=17.0

Amt:25.96,Tax:3.96,Amt.Paid:26.00(Cash)

<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Masks, Stay Safe>

Ref No. ZO/LMP/RECOVERY/139

Date: 13.06.2024

DEMAND NOTICE

ANNEXURE I

Notice under Sec. 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002

Place: Lakhimpur Kheri

Date: 13.06.2024

From,
Authorised officer
Zonal Office Lakhimpur Kheri

To

1. M/s Satyam Mobile Center Proprietor Smt. Kusum Pathak Near Durga Hotel, Tharvaranganj, Tehsil-Lakhimpur Kheri, Dist- Lakhimpur Kheri, Uttar Pradesh, PIN- 262701 (Borrower)
2. Smt. Kusum Pathak W/o Yogesh, R/o , Moh- Kashi Nagar, Tehsil- Lakhimpur Kheri, Dist- Lakhimpur Kheri, Uttar Pradesh, PIN- 262701 (Borrower & Mortgagor)
3. Mr. Satyam Pathak S/o Yogesh, R/o Moh- Kashi Nagar, Tehsil- Lakhimpur Kheri, Dist- Lakhimpur Kheri, Uttar Pradesh, PIN- 262702 (Guaranter)

Sir(s)/Madam,

Sub: Your loan account/s 7315490678 with Indian Bank branch – Mahewaganj (M548)

The 1st & 2nd of you are a borrower. The 3rd is guarantor to the loan accounts availed by the 1st & 2nd of you. The 2nd of you is/are the mortgagor(s) having offered their assets as security to the loan accounts availed by the 1st & 2nd of you.

At the request of the 1st & 2nd of you, in the course of banking business, the following facilities were sanctioned and were availed by 1st & 2nd of you.

Nature of facility	Limit (Rs. in lakhs)
Cash Credit	40.00 Lakh

The 1st & 2nd of you have executed the following documents for each of the said facilities:

Nature of facility	Nature of document
1. Cash Credit	Application for Loan facility Hypothecation Agreement Acknowledgement of Sanction Letter Demand Pro-note

वास्ते-इंडियन बैंक/For Indian Bank

अधिकृत अधिकारी/Authorised Officer

 इंडियन बैंक Indian Bank इलाहाबाद ALLAHABAD आपका अपना बैंक हर कदम आपके साथ	अंचल कार्यालय, लखीमपुर खीरी (राधेकाम्प्लेक्सकचेहरीरोड़, लखीमपुर खीरी- 262 701) दूरभाषनं. - (05872) 253009, 253209, 257889	Zonal Office, Lakhimpur Kheri (Radhey Complex, Kutchery Road, Lakhimpur-Kheri - 262 701) Phone- (05872) - 253009, 253209, 257889
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The 3rd of you have executed the following documents for each of the said facilities:

Nature of facility	Nature of document
1. Cash Credit	Agreement of Guarantee

The repayment of the aforesaid loans is personally guaranteed by 3rd of you by executing an agreement of guarantee dated **17.10.2022**.

The repayment of the said loans are secured by **mortgage** of property at **Bahi No 1 Zild No. 890, Pages 75 to 84, Deed no 4384 dt 30.10.1995 executed by Smt Chameli Devi W/o Sri Hari Narayan Bhandari in favour of Smt Kusum W/o Yogesh at sub registrar Lakhimpur Kheri** as given in the schedule hereunder belonging to No 1st & 2nd of you.

Despite repeated requests calling upon you to pay the amounts together with interest; all of you and each of you who are jointly and severally liable have failed and committed default in repaying the amount due. The loan account has been classified as Non-Performing Asset since **31.05.2024** in accordance with directions/guidelines relating to asset classifications issued by Reserve Bank of India.

The outstanding dues payable by you as on **13.06.2024** amounts to **Rs.41,09,454.00 (Rupees Forty One Lakh Nine Thousand Four Hundred Fifty Four Only)** and the said amount carries further interest at the agreed rate from **13.06.2024** till date of repayment.

The term borrower under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 means any person who has been granted financial assistance by Bank or who has given any guarantee or created any mortgage / created charge as security for the said financial assistance granted by the Bank.

Therefore, all of you and each of you are hereby called upon to pay the amount due as on date viz- **Rs.41,09,454.00 (Rupees Forty One Lakh Nine Thousand Four Hundred Fifty Four Only)** together with interest from this date till date of payment within 60 days from the date of this notice issued under Sec.13(2) failing which Bank will be constrained to exercise its rights of enforcement of security interest without any further reference to you under the said Act. **If you fail to discharge your liabilities in full within 60 days from the date of this notice, Bank shall be exercising its enforcement rights under Sec 13 (4) of the Act as against the secured assets given in the schedule hereunder.**

On the expiry of 60 days from the date of this notice and on your failure to comply with the demand, Bank shall take necessary steps to take possession for exercising its rights under the Act.

Please note that as per the provisions of Sec. 13 (13) of the Act no transfer of the secured assets (given in the schedule hereunder) by way of sale, lease or otherwise, shall be made after the date of this notice without the prior written consent of the bank.

वास्ते-इंडियन बैंक/Indian Bank
 अधिकृत अधिकारी/Authorised Officer


R.H.



भारतीय डाक
EU233888845IN IVR:6985233888845
SP KHERI HO <262701>
Counter No:1,15/06/2024,11:48
To:SATYAM MOBILE CENTER,LMP
PIN:262701, Kheri HO
From:IB,LMP
Wt:25gms
Amt:17.70,Tax:2.70,Amt.Paid:18.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks. Stay Safe>

भारतीय डाक



भारतीय डाक
EU233888859IN IVR:6985233888859
SP KHERI HO <262701>
Counter No:1,15/06/2024,11:48
To:KUSUM PATHAK,LMP
PIN:262701, Kheri HO
From:IB,LMP
Wt:25gms
Amt:17.70,Tax:2.70,Amt.Paid:18.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks. Stay Safe>

भारतीय डाक



भारतीय डाक
EU233888862IN IVR:6985233888862
SP KHERI HO <262701>
Counter No:1,15/06/2024,11:48
To:SATYAM PATHAK,LMP
PIN:262701, Kheri HO
From:IB,LMP
Wt:20gms
Amt:17.70,Tax:2.70,Amt.Paid:18.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks. Stay Safe>

भारतीय डाक



 इंडियन बैंक Indian Bank इलाहाबाद ALLAHABAD आपका अपना बैंक हर कदम आपके साथ	अंचल कार्यालय, लखीमपुर खीरी (राधेकाम्प्लेक्सकचेहरीरोड़, लखीमपुर खीरी- 262 701) दूरभाषनं. - (05872) 253009, 253209, 257889	Zonal Office, Lakhimpur Kheri (Radhey Complex, Kutcheri Road, Lakhimpur-Kheri - 262 701) Phone- (05872) - 253009, 253209, 257889
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Needless to mention that this Notice is addressed to you without prejudice to any other remedy available to the Bank. Please note that this notice is issued without prejudice to Bank's right to proceed with the proceedings presently pending before DRT/RO of DRT/DRAT/Court and proceed with the execution of order/decreed obtained/to be obtained.

Please note that the Bank reserves its right to call upon you to repay the liabilities that may arise under the outstanding bills discounted, Bank guarantees and letters of credit issued and established on your behalf as well as other contingent liabilities.

"We draw attention to the provisions of Section 13(8) of the SARFAESI Act and the Rules framed there under which deals with your rights of redemption over the securities"

The Undersigned is a duly Authorised Officer of the Bank to issue this Notice and exercise powers under Section 13 aforesaid.

SCHEDULE

The specific details of the assets in which security interest is created are enumerated hereunder:

Mortgaged assets: -

Detailed description of each of the assets subject to mortgage viz, the state, district, taluka, village, survey no, extent, boundaries, etc. shall be provided. (The description shall be so exhaustive that it will be easy for anybody to identify and locate the property).

Registration Details	Details of Property	Boundaries
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Yours faithfully,

Authorised Officer
Indian Bank
Zonal Office Lakhimpur Kheri

वास्तव-इंडियन बैंक/Indian Bank

 अधिकृत अधिकारी/Authorised Officer