

FORM-3 [See Regulation - 15(1)(a)] / 16(3)
DEBTS RECOVERY TRIBUNAL DELHI (DRT I)
 4th Floor, Jeevan Tara Building, Parliament Street, New Delhi-110001
 CASE NO. OA/495/2017
 Exh No. 15567

Summons under sub-section (4) of section 19 of the Act, read with sub-rule (2A) of rule 5 of the Debt Recovery Tribunal (Procedure) Rules, 1993

BANK OF BARODA
VS
MR ISHPAL BHARDWAJ AND ORS.

To,
 (1) Mr Ishpal Bhardwaj And Ors, B-14, 3rd Floor, New Friends Colony New Delhi-110065, South, Delhi-110065
 (2) Mrs Sangeeta Bhardwaj, B-14 Third Floor, Near Friends Colony New Delhi 110065
 (3) Shiv Shankar Co Operative Group Housing Society Through Its President, Plot No GH-06, Sector 51, Gurgaon Haryana

SUMMONS

WHEREAS, OA/495/2017 was listed before Hon'ble Presiding Officer/Registrar on 02-05-2024.

WHEREAS this Hon'ble Tribunal is pleased to issue summons/ notice on the said Application under section 19(4) of the Act, (OA) filed against you for recovery of debts of Rs. 1,29,42,896/- (application along with copies of documents etc. annexed).

In accordance with sub-section (4) of section 19 of the Act, you, the defendants are directed as under:-

1. to show cause within thirty days of the service of summons as to why relief prayed for should not be granted;
2. to disclose particulars of properties or assets other than properties and assets specified by the applicant under serial number 3A of the original application;
3. you are restrained from dealing with or disposing of secured assets or such other assets and properties disclosed under serial number 3A of the original application, pending hearing and disposal of the application for attachment of properties;
4. you shall not transfer by way of sale, lease or otherwise, except in the ordinary course of his business any of the assets over which security interest is created and or other assets and properties specified or disclosed under serial number 3A of the original application without the prior approval of the Tribunal;
5. you shall be liable to account for the sale proceeds realised by sale of secured assets or other assets and properties in the ordinary course of business and deposit such sale proceeds in the account maintained with the bank or financial institutions holding security interest over such assets.

You are also directed to file the written statement with a copy thereof furnished to the applicant and to appear before Presiding Officer on 26/09/2024 at 10:30A.M. failing which the application shall be heard and decided in your absence.

Given under my hand and the seal of this Tribunal on this date : 28/05/2024.

Signature of the officer Authorised to issue summons

PRATHAMA UP GRAMIN BANK
 (Sponsored by Punjab National Bank)
 Head Office: Prathama Bhawan, Ram Ganga Vihar Phase-2, Kanth Road, Moradabad, 244001
 Regional Office: Bijnor

POSSESSION NOTICE (Under Rule 8(1) of Security Interest (Enforcement) Rules, 2002)

Whereas, The undersigned being the Authorised officer of the PRATHAMA U.P. GRAMIN BANK under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (Act No. 54 of 2002) and in exercise of powers conferred under section 13(12) read with Rule-3 of the Security Interest (Enforcement) Rules, 2002 issued demand notice on the date mentioned against account and stated herein calling upon them to repay the amount within 60 days from the date of receipt of said notice.

The borrower having failed to repay the amount, notice is hereby given to the borrower/ guarantor and the public in general that the undersigned has taken possession of the property described herein below in exercise of powers conferred on him/her under section 13(4) of the said Act read with rule 8 of the Security Interest (Enforcement) Rules, 2002. The borrower/guarantor in particular and the public in general are hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of the PRATHAMA U.P. GRAMIN BANK, for the amounts and interest thereon. The borrowers attentions is invited to provisions of sub-section (8) of section 13 of the act, in respect of time available to redeem the secured asset, Details of properties where possession had been taken is as follows:

Sr. No.	Name of the Borrower/ Guarantor/ Mortgagee	Description of Immovable Properties	Outstanding Amount u/s 13(2)	Date of Demand Notice
1	Sh. Sanjeev Kumar S/o R. Anil Singh (Borrower/ Mortgagee), Sh. Pankaj Kumar S/o Sh. Veer Singh (Guarantor), Sh. Rajan S/o Sh. Chandrapal (Guarantor)	1. EM of Property Situated at Moh. Gandhi Nagar Behind Kashiram Colony, Kasba & Tehsil Dhanaura, Amroha (UP). (In the name of Sh. Sanjeev Kumar S/o Ramkala Singh), Total Area- 240.47 sq. mts, Registered in Bahi No. 1, Zild No- 8600, Pages on- 253 to 266 & 267 to 280 Sr. No. 7097 & 7098, Dated 19.05.2023 at Sub. Reg. Office- Dhanaura, Distt. Amroha (UP). Boundries As per Title Deed On the North by: Aara ji of Chandrapal & Vacant Plot of Mrs Manjita On the South by: Vacant Plot of Rajan & Vacant Plot of Sanjeev On the East by: Rasta 14 feet Wide On the West by: Aara ji of Chandrapal Boundries	Rs. 18,59,813.00/- as on 01.06.2024 + Int. & other charges	03.06.2024
				Date of Possession 20.09.2024

As per Present position On the North by: Plot of Mr Chandrapal & Plot of Mrs Manjita On the South by: Plot of Mr Rajan & Plot of Mr Sanjeev On the East by: Rasta 14 feet Wide On the West by: Plot of Mr Chandrapal & Plot of Mr Chandrapal

2. EM of Property Situated at Moh. Gandhi Nagar Behind Kashiram Colony, Kasba & Tehsil Dhanaura, Amroha (UP). (In the name of Sh. Rajan S/o Chandrapal). Total Area- 80.15 sq. mts, Registered in Bahi No- 1, Zild No- 8195, Pages on- 295 to 308 Sr. No. - 109711, Dated on- 22.07.2022 at Sub. Reg. Office- Dhanaura, Distt. Amroha (up). Boundries As per Title Deed On the North by: Aara ji Seller On the South by: Aara ji Seller On the East by: Rasta 21 feet Wide On the West by: Aara ji Seller Boundries As per Present position On the North by: Plot of Mr Anil Saini On the South by: Plot of Mr Sanjeev Kumar Saini On the East by: Rasta 21 feet Wide On the West by: Plot of Mr Chandrapal

Date: 21.09.2024 Place: Bijnor, Amroha Authorized Officer: Prathama U.P. Gramin Bank

DEBTS RECOVERY TRIBUNAL LUCKNOW
 (Govt. of India, Ministry of Finance, Banking Division)
 600/1, University Road, Near Hanuman Setu Mandir, Lucknow-226007

E-AUCTION SALE NOTICE
 DRC No.: 325/2016

India SME Assets Reconstruction Company Ltd.(ISARC)
Vs.
M/s Spectra Papers Coaters Pvt. Ltd. & Others

This publication is in addition to proclamation of sale done on 09.09.2024. The under mentioned immovable property will be sold "As is where it is" whatever it is basis and subject to statutory dues, revenues and others and other encumbrances as Law/Rule" by Online E-Auction through the website <https://drt.auctiontiger.net/> on 22.10.2024, for recovery of dues, interest and costs as follows:-

Case No	Description of property to be sold with the name of the Co-owners. The property belongs to the defaulter and any other person as Co-owner.	Reserve Price	Earnest Money 10%
DRC No. 325/2016 (In OA No. 558/2014) RC Amount of Rs.61,52,074/- (Rupees Sixty one lacs fifty two thousand and seventy four only) further till the dues is fully liquidated and costs. Current outstanding as on 31.7.2024 is Rs. 1,35,60,856.60	M/S SPECTRA PAPER COATERS PVT. Ltd, INDUSTRIAL PROPERTY (BUILDING) Situated at Plot of KHATA NO. 00611, Kharsa No. 1775. Area of land 620 Sq.Mtr. Built up area 4014.18 x 2 = 8028.36 Sq.ft. Village Dhoom Manikpur Pargana & Tehsil Dadri Distt. Gautam Budh Nagar (U.P.) and bounded as under-East Agricultural Land, West Agricultural Land, North 8.0 ft Wide Chak Road, South : Agricultural Land Owned by Sri Dinesh Gupta JD No. 2, S/o Late Sri S. P. Gupta	Rs. 88,05,000/- (Rupees Eighty Eight Lacs Five thousand only)	Rs. 8,80,500/- (Eight lac Eighty thousand Five hundred only)

Name of Mortgagee SIBDI- Now ASSIGNE TO India SME Assets Reconstruction Company Ltd. (ISARC)-C.H.ARC.

Date and time of auction: <https://drt.auctiontiger.net/> on 22.10.2024 between 11.00 am to 12.00 Noon (with extensions of 5 minutes duration after 12.00 Noon required)

Earnest Money Deposit last date for submission of bid from with EMD - Each bidder shall deposit earnest money (EMD) @ 10% of the Reserve Price in the form of Bank Draft payable to "Recovery Officer, Debts Recovery Tribunal, Lucknow. The said demand draft along with duly filled-in E-Auction EMD form should reach through speed post or by hand to Mr. Abhay Kumar Singh, Chief Manager India SME Assets Reconstructions Company Ltd. (ISARC), CHARC, C/o SIBDI, 8th Floor, "A" wing Constantia Building, 11 Dr. U.N. Brahmachary Street, Kolkata-700017, Contact Mobile Number 990394478 on or before 15.10.2024 upto 17.00 Hours positively (Auction Date 22.10.2024). On receipt of EMD the prospective bidders shall receive their User ID/ password through their email ID, from above E-Auction agency M/s e-procurement Technologies Ltd. (Auction Tiger) Ahmadabad. Email ID: <https://drt.auctiontiger.net/>. Mr. Ram Prasad Sharma, Contact No. 9978591888, other help line No. 9265562821/079-61200594/598/587/538.

Bid Multiplier- The amount by which the bidding is to be Rs. 10,000/- (Rupees Ten Thousand Only)

Inspection of property- The parties interested may inspect the property between 11.00 A.M. to 4.00 P.M. on 8-10-2024 at the site in consultation with Mr. Abhay Kumar Singh, Chief Manager India SME Assets Reconstructions Company Ltd. (ISARC), CHARC, C/o SIBDI, 8th Floor, "A" wing Constantia Building, 11 Dr. U.N. Brahmachary Street, Kolkata-700017. Contact Mobile Number 990394478 of the CHARC who shall facilities for inspection. It is the interests of the parties interested / prospective bidders to have the inspection of property and have desired information before participating in auction.

UNDER ANY CIRCUMSTANCES BIDS IN PHYSICALS FROM WILL NOT BE ACCEPTED BY THE TRIBUNAL NO INQUIRIES WILL BE ENTERTAINED.

All intimations/ correspondences between the prospective bidders and providers will be through e-mails. Date of sending e-mails will be considered as date of intimation, if no intimation reaches. Bidders are expected to take efforts to find out status from the service providers. Non- receipt of intimation should not be an excuse for default/ non-payment. The contact No. and e-mail ID of the service provider and CHARC is as under.

A- E-auction agency M/s e-procurement Technologies Ltd. (Auction Tiger) Ahmadabad. Email ID: <https://drt.auctiontiger.net/>. Mr. Ram Prasad Sharma, Contact No. 9978591888, other help line No. 9265562821/079-61200594/598/587/538.

B- Mr. Abhay Kumar Singh, Chief Manager India SME Assets Reconstructions Company Ltd. (ISARC), Contact Mobile Number 990394478 E-mail: isarc@isarc.in, abhay.singh@isarc.in

Given under my hand and seal at Lucknow on this 17th September 2024.

(Recovery Officer-1)
 Debts Recovery Tribunal, Lucknow

ICICI Home Finance
 Corporate Office: ICICI HFC Tower, Andheri - Kurla Road, Andheri (East), Mumbai-400059, India
 Branch Office: A/37, Upper Ground floor, Lajpat Nagar - 2, New Delhi 110024.
 Branch Office: 2nd Floor, Vashvakarma Complex, Plot No 1718, Behind Yoshoda Hospital, Kaushambi, Ghaziabad-201010. Branch Office : Shop No. 9, Ground floor, GKS Palace, Ayub Khan- Choupa Road 63-64, Civil Lines, Bareilly- 243001. Branch Office Office No: 8, 2nd floor, Sumudhi Business Suites, 39/4-A, Sanjay Place Agra- 282002. Branch Office: Plot No. 19, Sector 12A, Opposite Bal Bharti School, Above ICICI Bank, Dwarka, New Delhi-110075

SEE PROVISO TO RULE 8(6) NOTICE FOR SALE OF IMMOVABLE ASSETS

E-Auction Sale Notice for Sale of Immovable Assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002. Notice is hereby given to the public in general and in particular to the Borrower(s) and Guarantor(s) that the below described immovable property mortgaged/charged to the Secured Creditor, the possession of which has been taken by the Authorized Officer of ICICI Home Finance Company Ltd. will be sold on "As is where it is", "As is what is", and "Whatever there is", as per the brief particulars given hereunder.

Sr. No.	Name of Borrower(s) / Co-Borrowers / Guarantors/ Legal Heirs. Loan Account No.	Details of the Secured asset(s) with known encumbrances, if any	Amount Outstanding	Reserve Price Earnest Money Deposit	Date and Time of Property Inspection	Date & Time of Auction	One Day Before Auction Date	SARFAESI Stage
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
1	Yogendra Verma (Borrower), Sapna Verma (Co-Borrowers) NHPNR00002831850	Flat No. 34, 3rd floor, Sector G-2 Pocket 2, Block F4, Narela - LG, New Delhi	Rs. 17,54,880/- (as on 10th September,24)	Rs. 729,014/- (Rs. 72,901/-)	4th Oct, 24 11AM - 3PM	10th Oct, 24 2PM - 3PM	9th Oct, 24	Physical Possession
2	Kamal Anora (Borrower) Kanta Anora (Co-Borrowers) LHPJT00001315187	Upper Ground Floor out of property No. WZ 32 and 33, Kharsa No. 67/23 and 78/3 Village Hastal, Colony known as Om Vihar Phase III, Uttar Nagar New Delhi - 110059.	Rs. 32,14,412/- (as on 10th September,24)	Rs. 28,38,750/- (Rs. 283,875/-)	4th Oct, 24 11AM - 3PM	10th Oct, 24 2PM - 3PM	9th Oct, 24	Physical Possession
3	Sunil Kumar (Borrower) Omwati (Co-Borrowers) 1) Resha (Co-Borrowers) 2) LHDWJ00001299606	Built up second floor without Roof Rights (3rd floor as per by law), built on property No. R37-02, Kharsa No. 60/17, Village Hastal, Delhi Estate Delhi, colony known as Mohan Garden, Uttar Nagar, New Delhi - 110059.	Rs. 18,31,366/- (as on 10th September,24)	Rs. 14,94,450/- (Rs. 149,445/-)	4th Oct, 24 11AM - 3PM	10th Oct, 24 2PM - 3PM	9th Oct, 24	Physical Possession
4	Mukesh Khandelwal (Borrower), Gunjan Khandelwal (Co-Borrower) LHAGR00001334352 & LHAGR00001334776	Flat No. C-5, Third Floor, Balaji Apartment, Wake, Brij Vihar, Hari Parvat Ward, Mouje Ghatsvada, Tehsil and District Agra	Rs. 20,18,275/- (as on 10th September,24)	Rs. 20,65,500/- (Rs. 2,06,550/-)	4th Oct, 24 11 AM - 3 PM	10th Oct, 24 2 PM - 3 PM	9th Oct, 24	Physical Possession
5	Veer Pal Singh (Borrower) Kamlesh Dooi (Co-Borrower) LHGHZ00001474214 & LHGHZ00001474318 & LHGHZ00001474960	Flat No. GF 3, MIG Ground floor without roof rights, Plot No. C - 1/ 63, DLF Ankur Vihar, Village Loni 1, Ghaziabad, Uttar Pradesh 201102	Rs. 21,30,344/- (as on 10th September,24)	Rs. 17,00,460/- (Rs. 1,70,046/-)	4th Oct, 24 11 AM - 3 PM	10th Oct, 24 2 PM - 3 PM	9th Oct, 24	Physical Possession
6	Suresh Chandra (Borrower) Kancharn Sharma (Co-Borrower) LHBAR00001497413 & LHBAR00001497415	Plot situated as Part of Khata No. 00020 bearing Kharsa No. 886, 887, 888, 889 at village Nandosh, Tehsil and Dist. Bareilly.	Rs. 7,59,161/- (as on 10th September,24)	Rs. 12,80,853/- (Rs. 1,28,085/-)	4th Oct, 24 11AM - 3PM	10th Oct, 24 2PM - 3PM	9th Oct, 24	Physical Possession

The online auction will be conducted on website (URL: www.icicifin.com/) of our auction agency Shiram Automobile India Ltd. The Mortgagee's notice are given a last chance to pay the total dues with further interest till 9th Oct, 24 before 5.00 PM. After this time these secured assets will be sold as per above schedule.

The Prospective Bidders(s) must submit the Earnest Money Deposit (EMD) RTGS/ Demand Draft (DD) (Refer Column E) at ICICI Home Finance Company Limited Branch Office Address mentioned on top of the article on or before 9th Oct, 24 before 04.00 PM. The Prospective Bidder(s) must also submit signed copy of Registration Form & Bid Terms and Conditions form at ICICI Home Finance Company Limited Branch Office Address mentioned on top of the article on or before 9th Oct, 24 before 05.00 PM. Earnest Money Deposit Demand Draft (DD) should be from a Nationalized/ Scheduled Bank in favour of "ICICI Home Finance Company Ltd. - Auction" payable at Agra, Bareilly, Ghaziabad, Narela, Uttar Nagar

For any further clarifications with regards to inspection, terms and conditions of the auction or submission of tenders, kindly contact ICICI Home Finance Company Limited on 9926073000.

The Authorized Officer reserves the right to reject any or all the bids without furnishing any further reasons. For detailed terms and conditions of the sale, please visit <https://www.icicifin.com/>

Date : 22.09.2024 | Place : UTTAR PRADESH | ICICI Home Finance Company Limited | CIN : U65922MH1999PLC120106

SMFG India Home Finance Company Ltd.
 (Formerly Fullerton India Home Finance Co. Ltd.)
 Corporate Off.: 503 & 504, 5th Floor, G-Block, Inspire BKC, BKC Main Road, Bandra Kurla Complex, Bandra (E), Mumbai - 400051.
 Regd. Off.: Mergh Towers, 3rd Floor, Old No. 307, New No. 165, Poonamallee High Road, Maduravoyal, Chennai - 600 095

POSSESSION NOTICE FOR IMMOVABLE PROPERTY [(Appendix IV) Rule 8(1)]

WHEREAS the undersigned being the Authorized Officer of SMFG India Home Finance Company Ltd. (Formerly Fullerton India Home Finance Co. Ltd.) a Housing Finance Company [duly registered with National Housing Bank (Fully Owned by RBI)] (hereinafter referred to as "SMHFC") under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002), and in exercise of the powers conferred under Section 13(12) read with Rule 3 of the Security Interest (Enforcement) Rules, 2002 issued Demand Notice dated mentioned below under Section 13(2) of the said Act calling upon you being the borrowers (names mentioned below) to repay the amount mentioned in the said notice and interest thereon within 60 days from the date of receipt of the said notice. The borrowers mentioned herein below having failed to repay the amount, notice is hereby given to the borrowers mentioned herein below and to the public in general that the undersigned has Taken Possession of the property described herein below in exercise of powers conferred on me under sub-section (4) of Section 13 of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002. The borrowers mentioned here in above in particular and the public in general are hereby cautioned not to deal with said property and any dealings with the property will be subject to the charge of "SMHFC" for an amount as mentioned herein under and interest thereon.

Sl. No.	Name of the Borrower(s) / Guarantor(s) LAN	Description of Secured Assets (Immovable Property)	Demand Notice Date & Amount	Date of Possession
1	LAN - 612839511398763 (1) Abhay Chaudhary, S/o, Kirpal Singh (2) Kavita, W/o, Kirpal Singh	A Free Hold Residential House, Admeasuring 63 Sq. Mtrr, Situated At Mohalla Chaudhary Joya, Tehsil & Dist. Amroha UP. Bounded As Under :- East- House of Keshav Gupta, West :- R/o S. Fil, North :- House of Satya Prakash Gupta, South :- Choti Pura Wate.	11.05.2024 Rs. 20,57,423/- (Rupees Twenty Lakh(S) Fifty Seven Thousand Four Hundred Twenty Three Only) as on 09.05.2024	20.09.2024

Place : Amroha, Uttar Pradesh
 Date : 20.09.2024

Authorized Officer, SMFG INDIA HOME FINANCE COMPANY LIMITED
 (Formerly Fullerton India Home Finance Co. Ltd.)

इंडियन बैंक Indian Bank
 इलाहाबाद ALLAHABAD

STRESSED ASSET MANAGEMENT BRANCH,
 1st Floor, Main Branch Bldg, Hazratganj, Lucknow-226001, Phone No. 0522- 2288988

Mr. Deepak Rastogi (Borrower) R/o B 411, Rohtas Pashupati Apartment, Raja Ram Mohan Rai Marg, Lucknow.

Show Cause Notice for Declaring as Willful Defaulter
 A/c: Mr. Deepak Rastogi
 Branch: SAM Branch Lucknow, (Parent branch: Lucknow Main)

Dear Sir,

At your request, Bank through its Lucknow Main Branch, has sanctioned Rs. 1.15 Crore for Real Estate Development (Contractor) under Sole banking arrangements to Mr. Deepak Rastogi where 1st is Borrower and executed documents/agreements. Borrower has defaulted in meeting its payment/repayment obligations to the Bank as per terms of sanction. Despite of our best efforts the borrower has failed to regularize the account deliberately and at last as per RBI guidelines the above accounts has been classified as Non-Performing Asset on 27.05.2019 w.e.f. 27.05.2015 Bank has also observed number of misconducts in the operation of account & non-compliance of terms & conditions of sanction and more specifically undetected ones which is/are out of four actions set out by Reserve Bank of India for declaration as Willful Defaulter.

Name	Designation	Networth-06.12.2014
Mr. Deepak Rastogi	Borrower/ Guarantor	3.43
Total		3.43

Thus, the Borrower has capacity to pay but they have not paid the Bank's dues willfully.

Clause 2.1.3(b)- Diversion of Funds
 The unit has defaulted in meeting its payment / repayment obligations to the lender and has not utilized the finance from the lender for the specific purposes for which finance was availed of but has diverted the funds for other purposes.

Clause 2.2.1(c) transferring funds to the subsidiaries / Group companies or other corporates by whatever modalities

The above evidence of willful default on the part of the Borrower has been examined by the Bank's willful Defaulter Screening Committee headed by the Executive Director. The committee has concluded that an event of Willful Default has occurred. Take Notice that in view of RBI guidelines the names of the Borrower Mr. Deepak Rastogi have been proposed to declare as willful Defaulter by the Bank due to the above reasons.

In case you desire, you can make a representation/submission in this regard within 15 days of receipt of this letter hereof to the Bank. Beside this, if you desire, a personal hearing can also be given. Please note in case no representation and/or no request for said personal hearing is received within stipulated period or Bank is not satisfied with the representation/submission made by you, Bank will go ahead with its decision of declaring & also informing RBI, CIBIL and other Credit Information Companies, names of the Borrower as willful defaulter and also will take appropriate legal action.

Branch Head
 For Willful Defaulter Screening Committee (WDSC)

इंडियन बैंक Indian Bank
 इलाहाबाद ALLAHABAD

STRESSED ASSET MANAGEMENT BRANCH,
 1st Floor, Main Branch Bldg, Hazratganj, Lucknow-226001, Phone No. 0522- 2288988

1. M/s ABC Railroad Products Pvt Ltd (Borrower Company)- HIG - IV, Wallmax House, Sector - E, Alliganj, Lucknow - 226024
 2. Sri Rajah Agarwal S/o Late Desh Raj Agarwal (Director/Guarantor/ Mortgagee)- R/o B - 6, Sector - B, Alliganj, Lucknow - 226024
 3. Sri Rama Kant Tripathi S/o Ram Ajore Tripathi (Director/Guarantor)- 1. R/o 12/6, Sahara Estate, Jankipuram Lucknow - 226024
 2. R/o Village & Post - Jhuria, Via Khajani, Gorakhpur - 273212

4. Smt. Anupama Agarwal W/o Mr. Rajeev Agarwal (Guarantor)- R/o B - 6, Sector - B, Alliganj, Lucknow - 226024
 5. Sri Raghav Garg S/o Rajeev Agarwal (Guarantor)- R/o B - 6, Sector - B, Alliganj, Lucknow - 226024
 6. Sri Rahul Agarwal S/o Rakesh Agarwal (Guarantor)- R/o 99, Ravindra Garden, Sector - E, Alliganj Lucknow - 226024
 7. Sri Rakesh Agarwal S/o Krishan Gopal Agarwal (Guarantor)- R/o 99, Ravindra Garden, Sector - E, Alliganj Lucknow - 226024
 8. Smt Raman Agarwal D/o Late Desh Raj Agarwal (Guarantor)- R/o 99, Ravindra Garden, Sector - E, Alliganj Lucknow - 226024

Show Cause Notice for Declaring as Willful Defaulter
 A/c: M/s. ABC Rail Road Products (P) Ltd.
 Branch: SAM Branch Lucknow, (Parent branch: IFB Lucknow)

Dear Sir,

At your request, Bank through its Industrial Finance Branch, Lucknow has sanctioned credit facility of Rs. 10.60 Crore for Servicing and testing of rails by using USFD Technology, Repairing and reconditioning of rails by using the latest technological devices & Trading in Tools & Tackles under Consortium banking arrangements to the M/s. ABC Rail Road Products (P) Ltd where 1st is Borrower Company, 2nd and 3rd are Directors and 2nd to 8th are Guarantors of the Company and executed documents/agreements. Borrower has defaulted in meeting its payment/repayment obligations to the Bank as per terms of sanction. Despite of our best efforts the borrower has failed to regularise the account deliberately and at last as per RBI guidelines the above accounts has been classified as Non-Performing Asset on 08.05.2019.

Bank has also observed number of misconducts in the operation of account & non-compliance of terms & conditions of sanction and more specifically undetected ones which is/are out of four actions set out by Reserve Bank of India for declaration as Willful Defaulter.

S	Borrower Name	PAN N	Net worth as on 31.03.2017
1.	Shri. Rajeev Agarwal	ABDPA9751E	14.31
2.	Shri. Rakesh Agarwal	AAPPA0063N	6.62
3.	Shri. Raman Agarwal	AAPPA0064M	2.34
4.	Smt. Anupama Agarwal	AFXPA7391G	1.27
5.	Shri. Raghav Garg	AROPG3760A	0.14
6.	Shri. Ramakant Tripathi	ABHPT8775H	0.55
Total			25.23

Thus, the Guarantors have capacity to pay but they have not paid the Bank's dues willfully.

Clause 2.1.3(a)- Capacity to pay but unwilling to pay:
 The Net worth of the Guarantors at the time of Sanction is given below. (Rs. in crores)

The unit has defaulted in meeting its payment / repayment obligations to the lender even when it has the capacity to honour the said obligations

Clause 2.1.3(b)- Diversion of Funds
 As per Forensic Audit report dated 03/02/2021 by KRA & Co. it is observed that substantial payments were made in favour of unsecured loans amounting to INR 333.57 lacs. Out of the total payment to unsecured lenders, INR 188.70 lakhs was transferred to directly related parties. This amount to 57% of total payments. Moreover, other 17% of the amount paid, i.e. INR 56.32 lakhs was found to be accounted against the ledger "cheque Purchase". This ledger is suspected to be just an adjustment/routing ledger and has no actual use. As per Forensic Audit report dated 03/02/2021 by KRA & Co. it is found that the borrowed funds have been transferred to various related parties including Wallmax and Chintpurni Industries, the group concerns.

Further the Forensic Auditor observed that sales & purchases were concentrated with few parties which are suspected to be Sham Parties. In this regard it was observed by Auditor that ABC Railroad was booking expenses on behalf of Wallmax. In other words, ABC was acting on behalf of wallmax to record various expenses.

Sub-Transferring funds to the subsidiaries / Group companies or other corporates by whatever modalities
 These clearly indicate that the unit has defaulted in meeting its payment / repayment obligations to the lender and has siphoned off the funds so that the funds have not been utilized for the specific purpose for which finance was availed of, nor are the funds available with the unit in the form of other assets.

Clause 2.1.3(c) Siphoning of Funds: The unit has defaulted in meeting its payment / repayment obligations to the lender and has siphoned off the funds so that the funds have not been utilized for the specific purpose for which finance was availed of, nor are the funds available with the unit in the form of other assets.

The above evidence of willful default on the part of the Borrower company, its directors and guarantors has been examined by the Bank's willful Defaulter Screening Committee headed by the Executive Director. The committee has concluded that an event of Willful Default has occurred.

Take Notice that in view of RBI guidelines the names of the Borrower company M/s. ABC Rail Road Products (P) Ltd, its Directors & Guarantors Shri. Rajeev Agarwal and Shri. Ramakant Tripathi and its Guarantors Shri. Rakesh Agarwal, Shri. Raman Agarwal, Smt. Anupama Agarwal Shri Raghav Garg and Sri Rahul Agarwal have been proposed to be declared as willful Defaulter by the Bank due to the above reasons.

In case you desire, you can make a representation/submission in this regard within 15 days of receipt of this letter hereof to the Bank. Beside this, if you desire, a personal hearing can also be given. Please note in case no representation and/or no request for said personal hearing is received within stipulated period or Bank is not satisfied with the representation/submission made by you, Bank will go ahead with its decision of declaring & also informing RBI, CIBIL and other Credit Information Companies, names of the Borrower company, its directors and guarantors as willful defaulter and also will take appropriate legal action.

Branch Head
 For Willful Defaulter Screening Committee (WDSC)

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इंडियन बैंक Indian Bank
 इलाहाबाद ALLAHABAD

STRESSED ASSET MANAGEMENT BRANCH,
 1st Floor, Main Branch Bldg, Hazratganj, Lucknow-226001, Phone No. 0522- 2288988

1. M/s. Kallisto Housing Pvt Ltd (Borrower Company) - 1. B - 3, Second Floor, Arohi Complex, Alliganj, Lucknow
 2. Shri. Suraj Singh (Promoter Director) 2(a) R/o-152, Kasahai, Chitrakoot - 226010.
(b) R/o-H.No. 15, Ganga Vihar, Shagun Vihar, Chinhat, Lucknow.

3. Shri. Mayank Raj (Promoter Director) 3. R/o 538, Ka/Ekta Puram, Triveni Nagar, Lucknow.
 4. Shri. Sukesh Rajan (Guarantor) 4. R/o C-117, Harihar Nagar, Indira Nagar, Lucknow

Show Cause Notice for Declaring as Willful Defaulter
 A/c: M/s. Kallisto Housing Pvt. Ltd.
 Branch: SAM Branch Lucknow, (Parent branch: IB- Lucknow, E-AB-Alliganj)

Dear Sir,

At your request, Bank through its Lucknow Branch, has sanctioned Rs. 0.642 Crore and Alliganj (E-AB) branch has sanctioned Rs. 0.431 crores for Construction Contractor activity under Sole banking arrangements to the M/s. Kallisto Housing Pvt. Ltd where 1st is Borrower Company, 2nd and 3rd are directors of the Company and 4th is a guarantor and executed documents/agreements. Borrower has defaulted in meeting its payment/repayment obligations to the Bank as per terms of sanction. Despite of our best efforts the borrower has failed to regularize the account deliberately and at last as per RBI guidelines the above accounts has been classified as Non-Performing Asset on 28.06.2019 w.e.f. 19.08.2018 in e-AB and 30.08.2021 w.e.f. 19.08.2018 in IB.

Bank has also observed number of misconducts in the operation of account & non-compliance of terms & conditions of sanction and more specifically undetected ones which is/are out of four actions set out by Reserve Bank of India for declaration as Willful Defaulter.

Name	Designation	Net worth	Investment in Business	Networth (Sanction letter dt.26.02.2019)
Shri Suraj Singh	Director	7.06	0	3.75
Shri. Mayank Raj	Director	0.25	0	1.75
Shri. Sukesh Rajan	Guarantor*	1.00	-	2.06
Total		8.31	0	8.56

*Guarantor for loans availed from e-AB only.
 Thus, the Borrowers & Guarantors have capacity to pay but they have not paid the Bank's dues willfully.

Grounds of Willful Default:
 Disposal of Assets- 2.1.3(d):
 The unit has defaulted in meeting its payment / repayment obligations to the lender and has also disposed off or removed the movable fixed assets or immovable property given for the purpose of securing a term loan without the knowledge of the bank / lender.

As per Indian Bank Sanction letter dated 17.11.2015, the Borrower Company has availed Term Loan of Rs. 0.596 crores for purchase of Directional Drilling Machine valued of Rs. 0.795 crores. During unit visit by Branch officials on 12.06.2020, it is observed that Machinery named "Vermeer Navigator C-230" was purchased in 2015 and the account is running satisfactory status and during pandemic COVID-19 the construction work is not running in better pace.

During Unit visit by Branch officials on 12.12.2023, it was observed that the Machineries hypothecated were not available at the unit and the borrower is not disclosing the details of the machines. Further, Mr. Priyam Pratap Singh is residing at the unit address. From the above, it is established that the Borrower Company has disposed of the Plant & Machinery purchased out of the Bank finance without the knowledge of the Bank. Moreover, during unit visit on 26.11.2019 & 10.02.2021, it was observed that unit is closed.

The above evidence of willful default on the part