

12<sup>th</sup> April, 2023

**BSE Limited  
Phiroze Jeejeebhoy Towers  
Dalal Street, Mumbai 400 001**

**National Stock Exchange of India Limited  
Exchange Plaza, 5th Floor, Plot No. C/1,  
G Block, Bandra - Kurla Complex,  
Bandra (E), Mumbai - 400 051**

**Scrip Code: 511742**

**NSE Symbol: UGROCAP**

**Dear Sir/ Madam,**

**Sub: Submission of Copy of Newspaper advertisement - Notice of Postal Ballot**

Pursuant to Regulations 30 and 47 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed herewith the copy of newspaper advertisement published on April 12, 2023, regarding dispatch of Notice of Postal Ballot and information related to remote e-voting, in the following newspapers:

1. Business Standard (National Daily Newspaper)
2. Navshakti (Daily Newspaper of the State)

The same has been made available on the website of the Company [www.ugrocapital.com](http://www.ugrocapital.com)

This is for your intimation and records.

Thanking You,

Yours Faithfully,

**For UGRO Capital Limited,**

**Namrata Sajnani  
Company Secretary and Compliance Officer**

**UGRO CAPITAL LIMITED**

**Registered Office Address:** Equinox Business Park, Tower 3, 4th Floor, LBS Road, Kurla (West), Mumbai - 400070

**CIN:** L67120MH1993PLC070739

**Telephone:** +91 22 41821600 | **E-mail:** info@ugrocapital.com | **Website:** [www.ugrocapital.com](http://www.ugrocapital.com)

**PUBLIC NOTICE**

NOTICE is hereby given to the public at large that my clients (1) SMT. KIRAN ANIL LULLA, (2) MR. CHIRAG ANIL LULLA & (3) MR. DHEERAJ ANIL LULLA, are entitled for the Residential Premises bearing Flat No. 13, located on the 1<sup>st</sup> Floor in the Building No. 5 of Versova View Co-operative Housing Society Ltd., (Registration No. BOM / HSG / 2848 / 1971) (hereinafter referred to as "the said Society") situated at Four Bungalows Road, Near Good Shepherd Church, Andheri (West), Mumbai - 400 053 (hereinafter referred to as "the said Premises") together with 5 fully paid up shares of Rs.50/- each of the said Society bearing Distinctive Nos. 511 to 515 (both inclusive) incorporated in the Share Certificate No. 103 (issued in lieu of the Old Share Certificate No. 14 & 103) (hereinafter referred to as "the said Shares"). The available Document in respect of the said Premises is Sale Deed dated 11<sup>th</sup> October 1997 executed between MR. A. UNNIKISHAN and (1) SMT. KIRAN ANIL LULLA & (2) SHRI ANIL ROCHALDAS LULLA. The said SHRI ANIL ROCHALDAS LULLA died intestate on 26<sup>th</sup> October 2012, leaving behind him my clients as his only heirs and next in kin according to the provisions of the Hindu Succession Act, 1956 by which he was governed at the time of his death. Smt. Meera Rochaldas Lulla mother of the said Late SHRI ANIL ROCHALDAS LULLA predeceased him on 15<sup>th</sup> October 2011. All the Original Papers / Agreements / Deeds / Documents executed prior to the said Sale Deed dated 11<sup>th</sup> October 1997 in respect of the said Premises are not traceable. If any person/s/ Bank/ Financial Institutions is having custody of all or any of the Original Papers / Agreements / Deeds / Documents executed prior to the said Sale Deed dated 11<sup>th</sup> October 1997 in respect of the said Premises and if any person or persons claiming any share and interest through Late SHRI ANIL ROCHALDAS LULLA in respect of the said Premises or any right, title, interest, claim/s or demand upon against or in respect of the said Premises or any part thereof, including but not limited to by way of sale, exchange, let, lease, sub-lease, leave and license, right of way, easement, tenancy, occupancy, assignment, mortgage, inheritance, bequest, succession, gift, lien, charge, maintenance, trust, possession of original title deeds or encumbrance/s however, family arrangement/ settlement, decree or order of any court of law or any other authority, contracts, agreements, development right or otherwise of whatsoever nature are hereby required to make the same known to me in writing with documentary evidence at my address mentioned below within 14 (fourteen) days from the date of publication hereof, failing which it shall become obvious that no such claims or demands exist in respect of the said Premises or any part thereof, and the same, if any, have been released, relinquished and treated as waived and abandoned to all intents and purposes and the title of the said Premises shall be presumed as clear, marketable and free from encumbrances. Mumbai, Dated this 12<sup>th</sup> day of April 2023.

Sd/-  
VIKAS THAKKAR  
Advocate High Court  
401/402, Sainath House, B.P.S Cross Road No. 1,  
Near Sharon School, Mulund (West), Mumbai - 400 080

**APPENDIX IV**  
[See rule 8 (1)]  
**POSSESSION NOTICE**  
(for immovable property)

Whereas,  
The undersigned being the Authorized Officer of the **INDIABULLS HOUSING FINANCE LIMITED (CIN:L65922DL2005PLC136029)** 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 Demand Notice dated **10.01.2020** calling upon the Borrowers **RAVINDRA CHOUDHARY ALIAS RAVINDRA GAJRAJ CHOUDHARY AND RENU RAVINDRA CHOUDHARY** to repay the amount mentioned in the Notice being **Rs.13,01,148.86 (Rupees Thirteen Lakhs One Thousand One Hundred Forty Eight and Paise Eighty Six Only)** against Loan Account No. **HHLVAI00405899** as on **08.01.2020** and interest thereon within 60 days from the date of receipt of the said Notice.

The Borrower having failed to repay the amount. Notice is hereby given to the Borrower and the public in general that the undersigned has taken **possession** of the property described herein below in exercise of powers conferred on him under Sub-Section (4) of Section 13 of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on **09.04.2023**.

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 **INDIABULLS HOUSING FINANCE LIMITED** for an amount of **Rs. 13,01,148.86 (Rupees Thirteen Lakhs One Thousand One Hundred Forty Eight and Paise Eighty Six Only)** as on **08.01.2020** and interest thereon.

The Borrower's attention is invited to provisions of Sub-Section (8) of Section 13 of the Act in respect of time available, to redeem the secured assets.

DESCRIPTION OF THE IMMOVABLE PROPERTY	
ALL THAT PIECE AND PARCEL OF THE PROPERTY BEING FLAT NO. 406 ADMEASURING ABOUT 950.00 SQ.FTS. EQUIVALENT TO 88.28 SQ.MTRS. SUPER BUILT UP AREA, SITUATED ON THE FOURTH FLOOR OF THE BUILDING KNOWN AS "MANAV APARTMENT" CONSTRUCTED ON THE N.A. LAND BEARING SURVEY NO. 11+26/ PAKKEE 3 PLOT NO.39 PAKKEE ADMEASURING ABOUT 361.00 SQ.MTS. AND SURVEY NO. 11+26/PAKKEE 3 PAKKEE PLOT NO.40 ADMEASURING ABOUT 239.00 SQ.MTS. TOTALLY ADMEASURING ABOUT 600.00 SQ.MTS., SITUATED AT RAMZANWADI, CHHARWADA, TAL: PARDI, DISTRICT VALSAD- 396191, GUJARAT WITH ALL EASEMENT RIGHTS AND APPURTENANCES THERETO.	
Date : 09.04.2023 Place: VALSAD	Sd/- Authorised Officer <b>INDIABULLS HOUSING FINANCE LIMITED</b>

**IN THE BOMBAY CITY CIVIL COURT AT GOREGAON, DINDOSHI COMMERCIAL SUIT NO. 274 OF 2022**

**Plaint lodged on: 11/04/2022**  
**Plaint admitted on: 06/06/2022**  
SUMMONS for Settlement of Issues in a Suit Relating to Commercial Dispute Under section 6 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 Civil Procedure, 1908.  
**BANK OF INDIA**  
A Bank, a body Corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act V of 1970, having their Head Office at Star House, C-5, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, and one of its Branch Office being R. N. Marg Branch, 44, R.N. Marg (Hill Road) Bank of India Building, Bandra (West), Mumbai - 400 050, through its Authorised Representative, Mr. Ranjeet Kumar Laxmanprasad, aged 37 years, Senior Manager of the Plaintiff.  
... **PLAINTIFF**  
Versus  
1. **M/S. RUKMANI TOURS AND TRAVELS**  
A Proprietorship Concern having address at Room No. 535, Building No. 14, Mumbai Dock Labour Board Colony, Kalachowki, Cotton Green, Mumbai - 400 033.  
2. **MR. VISHWANATH MALLAPPA KHARATMOL**  
Proprietor of M/s. Rukmani Tours and Travels  
Age - 33, Indian Inhabitant having address at Room No. 535, Building No. 14, Mumbai Dock Labour Board Colony, Kalachowki, Cotton Green, Mumbai - 400 033. ... **DEFENDANTS**  
TAKE NOTICE that, this Hon'ble Court will be moved before Honour SMT.V.D. INGLE, presiding in the Court Room No. 2 on 28.06.2023 at 11.00 a.m. in the forenoon by the above named plaintiff for following relief:-  
**THE PLAINTIFF THEREFORE PRAYS :-**

- That the Defendant be jointly and severally ordered and decreed to pay to the Plaintiff under the said Loan under SRTLO Loan Scheme a sum of **Rs. 6,86,074.03 (Rupees Six Lakhs Eighty Six Thousand Seventy Four and Paise Three Only)** together with further interest thereon at the rate of 10.30% p.a. with monthly rest plus 2% penal interest p.a. from the date of filing of the suit till the date of payment and/ or realisation as per the particulars of the Plaintiff's claim, **Exhibit "K"** to the Plaintiff.
- That it be declared that repayment of the Plaintiff dues, in respect of the aforesaid loan is duly secured by valid and subsisting Hypothecation of Four Wheeler (car) Maruti Dzire Tour LDI bearing Registration No. **MH-01-BT2035**.
- That the said hypothecated Four Wheeler (car) Maruti Dzire Tour LDI bearing Registration No. **MH-01-BT2035**, belonging to the Defendants be sold by and under order and directions of this Hon'ble Court and the net sale proceeds thereof be handed over to the Plaintiff in or towards the satisfaction of its dues claimed in prayer (a) above.
- That pending the hearing and final disposal of the suit, the Court Receiver or some other fit and proper person be appointed as Receiver of the hypothecated Four Wheeler (car) Maruti Dzire Tour LDI bearing Registration No. **MH-01-BT2035** with all power under Order XL Rule 1 of the Code of Civil Procedure, 1908, including power to sell and to pay over the net sale proceeds to the Plaintiff in or towards the satisfaction of its dues claimed therein.
- That pending the hearing and final disposal of the suit, the Defendants themselves or by their servants, agents or otherwise howsoever be restrained by an order and injunction of this Hon'ble Court in any manner from transferring or disposing off or creating third party rights in respect of Four Wheeler (car) Maruti Dzire Tour LDI bearing Registration No. **MH-01-BT2035**.
- That the interim and ad-interim reliefs in terms prayers (d) and (e) above be granted to the Plaintiff.
- For such other and further reliefs as per nature and circumstances of the case may require.
- For costs of the suit.

Dated this 29th day of March, 2023  
Addl. Registrar  
City Civil Court, Mumbai  
Sealer

**ANANT B. SHINDE & CO.**  
Advocates For Plaintiff  
311, Varma Chambers, 3rd Floor, 11, Homji Street, Fort, Bombay - 400 001

To,  
1. **M/S. RUKMANI TOURS AND TRAVELS**  
2. **MR. VISHWANATH MALLAPPA KHARATMOL**



**UGRO CAPITAL LIMITED**

CIN: L67120MH1993PLC070739  
Registered Office: Equinox Business Park, Tower 3, 4<sup>th</sup> Floor, LBS Road, Kuria (West), Mumbai - 400070  
E-mail: cs@ugrocapital.com, Website: www.ugrocapital.com  
Telephone: +91 22 41821600

**NOTICE OF POSTAL BALLOT AND REMOTE E-VOTING INFORMATION**

NOTICE is hereby given to Members pursuant to the provisions of Sections 108 and 110 and other applicable provisions of the Companies Act, 2013, (the "Act") read with Rules 20 and 22 of the Companies (Management and Administration) Rules, 2014, (the "Rules"), Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), Secretarial Standard on General Meetings (SS-2) issued by the Institute of Company Secretaries of India, including any statutory modification(s), clarification(s), substitution(s) or re-namement(s) thereof for the time being in force, guidelines prescribed by the Ministry of Corporate Affairs (the "MCA"), Government of India, for holding general meetings/ conducting postal ballot process through electronic voting (remote e-voting) vide General Circular No. 14/ 2020 dated April 8, 2020, 17/ 2020 dated April 13, 2020, 20/2020 dated May 5, 2020, 22/2020 dated June 15, 2020, 33/2020 dated September 28, 2020, 39/2020 dated December 31, 2020, 10/2021 dated June 23, 2021, 20/2021 dated December 08, 2021, 03/2022 dated May 05, 2022 and 11/2022 dated December 28, 2022 in relation to extension of the framework provided in the aforementioned circulars up to September 30, 2023, (the "MCA Circulars") and SEBI (Listing Obligations and Disclosure Requirement) Regulations 2015 as amended, for seeking their approval in respect of the special businesses detailed in the Notice of Postal Ballot dated April 11, 2023 by way of Special Resolution, only through Remote E-voting.

The Company has completed the dispatch of the Postal Ballot Notice along with Explanatory Statement on April 11, 2023, through electronic mail to the Members of the Company whose names appear in the Register of Members/ list of Beneficial Owners as received from Depositories as on Friday, April 07, 2023 ("Cut-off date"). Physical copies of the Notice of Postal Ballot along with Postal Ballot Forms and Pre-paid Business Reply Envelope will not be sent to the Members. The Board of Directors of the Company has appointed Mr. Pankaj Kumar Nigam, Practising Company Secretary (FCS No. 7343 and CP No. 7979), as the Scrutinizer for conducting the Postal Ballot (e-voting) process in a fair and transparent manner. Members are requested to provide their assent or dissent through e-voting only. The Company has appointed Central Depository Services (India) Limited ("CDSL") for providing e-voting facility to enable the Members to cast their votes electronically. The detailed procedure for e-voting is provided in the Notice of Postal Ballot. Members are requested to note that the e-voting shall commence from Wednesday, April 12, 2023 at 9:00 a.m. (IST) and ends on Thursday, May 11, 2023 at 5:00 p.m. (IST). The e-voting module shall be disabled by CDSL for voting thereafter. The voting rights of Members shall be reckoned as on Friday, April 07, 2023 which is the cut-off date. A person who becomes a Member after the Cut-off date shall treat this notice for information purpose only. The copy of the Postal Ballot Notice is available on the Company's website at www.ugrocapital.com websites of the Stock Exchanges i.e., BSE Limited and National Stock Exchange of India Limited at www.bseindia.com and www.nseindia.com respectively and on the website of CDSL at www.evotingindia.com. Members who have not received the Postal Ballot Notice may download it from the abovementioned websites or write to the Company at cs@ugrocapital.com.

Please note that the voting beyond 05:00 p.m. (IST) on May 11, 2023 will not be valid and also shall not be allowed beyond the said time and date. Members who have not yet registered their email addresses are requested to register the same with their respective DPs in case the shares are held by them in electronic form and with the Company in case the shares are held by them in physical form. Please refer the notes appended to the postal ballot notice for more details in this regard. In case of any queries/difficulties in registering the e-mail address, members may write to cs@ugrocapital.com. In case you have any questions or queries regarding remote e-voting from the CDSL e-Voting System, you may refer the Frequently Asked Questions ("FAQs") and e-voting manual available at www.evotingindia.com under help section or send an email to helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 22 55 33002 or contact Mr. Rakesh Dalvi, Sr. Manager, (CDSL), Central Depository Services (India) Limited, A Wing, 25<sup>th</sup> Floor, Marathon Futrex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Panel (East), Mumbai - 400013. The resolutions if approved shall be deemed to have been passed on the last date of e-voting i.e., Thursday, May 11, 2023. The result of e-voting will be announced within two working days from the date of completion of said e-voting and will be displayed on the Company's website at www.ugrocapital.com, website of CDSL at www.evotingindia.com and communicated to BSE Limited and National Stock Exchange of India Limited.

By Order of the Board of Directors  
For UGRO Capital Limited

Sd/-  
Namrata Sajjani  
Company Secretary  
Date: April 11, 2023  
Place : Mumbai  
Membership number: F10030

**Protium Protium Finance Limited**

office at : Nirlon Knowledge Park (NKP), B6, Second Floor, Pahadi Village, Office, The Western Express Highway, Cama Industrial Estate, Goregaon(E), Mumbai, Maharashtra-400063, India

BY REGISTERED A.D./COURIER/ SPEED POST Dated: 4/04/2023

- M/S MAHERA**  
Shop No 2, Bajaj Bhuvan Near Dakshinmukhi Lal Choukagra Road, Kalyan Bhivandi Goathan Kalyan West 42121 Thane, Maharashtra, India-421203
- MR. RAJESH ARJAN BORICHA**  
A-503 504, Wing A, Nilkantheshwar Apartment, Near Hotel Royal Challenge, Sambhaj Nagar Road, Thane West, Maharashtra India-400604
- MRS. PRATIMA RAJESH BORICHA**  
A-503 504, Wing A, Nilkantheshwar Apartment, Near Hotel Royal Challenge, Sambhaj Nagar Road, Thane West, Maharashtra India-400604

**Subject:** Demand Notice under Section 13(2) of the Securitization 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.

**Reference: Loan Account No GS030EEL486705 for an amount of Rs. 92,00,000/- (Rupees Ninety Two Lakhs Only)** (Hereinafter referred to as "Loan Facility").

Dear Sirs/Madam,  
The undersigned being the Authorized Officer of Protium Finance Limited (ERSTWHILE Growth Source Financial Technologies Ltd.) (hereinafter referred to as "Protium Finance Limited") having its Registered Office at Nirlon Knowledge Park (NKP) B-6, Second Floor, Pahadi Village, Off. The Western Express Highway, Cama Industrial estate, Goregaon (E), Mumbai, Maharashtra-400063 do hereby, on behalf of and under the instructions of the secured creditor Protium Finance Ltd, serves upon you the following notice issued under Section 13(2) of the SARFAESI Act, 2002 read with Security Interest (Enforcement) Rules, 2002 calling upon you to discharge the liabilities, mentioned hereinafter, in full within a statutory period of 60 (sixty) days:

- Based upon the requests and representatives of the above named borrower/s namely (1) MAHERA, (2) RAJESH ARJAN BORICHA, (3) PRATIMA RAJESH BORICHA (hereinafter collectively referred to as the "Borrowers"), Protium Finance Limited sanctioned and disbursed loan facility vide Facility agreement dated 3RD February, 2022 for an amount of **92,00,000/- (Rupees Ninety Two Lakhs Only)**.
- Pursuant to execution of the said loan agreement dated 3rd February, 2022 executed between the Borrowers and Protium Finance Limited, the Borrowers had also executed with Protium Finance Limited, certain other documents in favor of Protium Finance Limited to create mortgage in the properties thereof.
- In order to secure the said Loan Facility the Borrowers had created security interest by way of Registered Mortgage Deed dated 8th March 2022 and other loan related documents were executed to inter-alia created registered mortgage in respect of rights over immovable properties as mentioned below in favor of Protium Finance Limited:  
All that piece and parcel of **Flat No.503 & 504, admeasuring 84.76 Sq. Ft. (Built up/Carpet) area on the 5th floor in the building known as NEELKANTESHWAR TOWER, situated at Village Panchpakhadi, Taluka and District-Thane 400604, standing on the plot of land bearing Survey no 317, Hissa No. 1P, situated at village Panchpakhadi, hereinafter called "The Said Property", which is more particularly described in Schedule, annexed herewith as ANNEXURE I.**

4. That you the above-named addressees have committed breach of the terms and conditions of the said Facility agreement by inter alia defaulting in payment of equated monthly instalments due and payable to Protium Finance Limited as per the instalment schedule of principal has remained overdue for a period of more than 90 days and as such the said loan account have been classified as Non - Performing Asset ("NPA") on **31st October 2022** in the books of Protium Finance Limited in accordance with the directives/guidelines relating to asset classification issued by the Reserve Bank of India consequent to the default committed by the borrowers in repayment of principal debt and interest thereon.

5. Protium Finance limited hereby informs you that Protium Finance limited is a secured creditor as defined under Section 2(zd) of the SARFAESI Act, 2002, and the debt owing to Protium Finance limited is a secured debt as defined under Section 2(zg) of the SARFAESI Act, 2002, which is secured by way of creation of security interest in the Secured Assets in favour of Protium Finance limited, as defined under Section 2(zc) of the SARFAESI Act, 2002. You being the borrowers of Protium Finance limited, are under a liability to Protium Finance limited, have made default in payment of the secured debt including instalments in respect thereof. On account of the default, you are liable to pay your liabilities in full to Protium Finance limited. We hereby inform you that as per the statement of accounts maintained by Protium Finance limited in ordinary course of business, you are liable to discharge an amount of **Rs. 1,07,47,367/- (Rupees One Crore Seven Lakhs Forty Seven Thousand and Three Hundred Sixty Seven Only)** by way of outstanding principal, arrears (including accrued late charges etc.) and interest till 30th November 2022, which is **more particularly described in Schedule, annexed herewith as ANNEXURE II**. In addition to the said outstanding dues, you are also liable to pay interest and penal interest due in future till the entire outstanding dues are paid in full.

6. That by means of present notice, Protium Finance limited hereby calls upon you to repay the aforesaid amount of **Rs. 1,07,47,367/- (Rupees One Crore Seven Lakhs Forty Seven Thousand and Three Hundred Sixty Seven Only)** within 60 (sixty) days from the date of receipt of this notice, together with any interest and penal interest, and/or other charges which may fall due thereupon, failing which Protium Finance Limited shall be constrained to enforce its security interest by exercising its powers as provided under the provisions of SARFAESI Act, 2002 read with Security Interest (Enforcement) Rules, 2002.

- Please note that this notice is issued under Section 13(2) of the SARFAESI Act, 2002. Please also note that upon failure on your part to comply with the demand contained in this notice, Protium Finance Limited shall be entitled to exercise all other rights as mentioned in Sub-Section (4) of the Section 13 of the SARFAESI Act, 2002 which will include one or more of the following measures to recover Protium Finance Limited secured debt:
  - 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;
  - 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 assets;
  - 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;
  - 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.
- You are further requested to note that as per Section 13(3) of the SARFAESI Act, 2002 you are restrained/prohibited from disposing of or dealing with the above said Secured Assets or transferring by way of sale, lease or otherwise any of the above said Secured Assets, without Protium Finance Limited prior written consent. Protium Finance Limited may add that non-compliance with the above provision contained in Section 13(3) of the SARFAESI Act, 2002 is an offence punishable under Section 29 of the SARFAESI Act, 2002.
- Your kind attention is invited to the provisions of Sub Section (8) of Section 13 of the SARFAESI Act, 2002, in respect of time available, to redeem the secured assets. The relevant extract of sub section (8) of section 13 of the SARFAESI Act, 2002 is reproduced hereunder:
 

"(8) where the amount of dues of the secured creditor together with all costs, charges and expenses incurred by him is tendered to the secured creditor at any time before the date of publication of notice for public auction or inviting, quotations or tender from public or private treaty for transfer by way of lease or assignment or sale of the secured assets -

(i) the secured assets shall not be transferred by way of lease, assignment or sale by the secured creditor; and

(ii) in case, any step has been taken by the secured creditor for transfer by way of lease or assignment or sale of the assets before tendering of such amount under this sub-section, no further steps will be taken by such secured creditor for transfer by way of lease or assignment or sale of the secured assets."
- Please also note that this notice is also sent to you without prejudice to Protium Finance Limited right and remedies including the appropriate legal proceedings initiated before the appropriate courts and/or tribunal for recovery of the above said outstanding amount. This notice is also without prejudice to Protium Finance Limited right for undertaking any other mode of litigation including prosecution of any complaint under Section 138 of the Negotiable Instruments Act, 1881, as amended.

You are therefore advised to comply with the demand under this notice and to avoid further action under the SARFAESI Act, 2002, which needless to say shall be at your costs and consequences.

**Narendra Bhilare, Authorised Officer, Protium Finance Limited, (Formerly Known as Growth Source Financial Technologies Ltd) Mobile No. 9769753004**

**ANNEXURE I**  
"DETAILS OF SECURED ASSETS/ TO BE ENFORCED"  
"THE SCHEDULE"  
"DETAILS OF IMMOVABLE PROPERTIES"  
DESCRIPTION OF PROPERTY-1

**a) Moveable Properties:** Charge created on all the existing and future receivable / current assets / moveable assets / moveable assets / moveable fixed assets / entire receivable of You No. 1

**b) Immoveable Properties:** All that piece and parcel of Flat No.503 & 504, admeasuring 84.76 Sq. Ft. (Built up/Carpet) area on the 5th floor in the building known as NEELKANTESHWAR TOWER, situated at Village Panchpakhadi, Taluka and District-Thane 400604, standing on the plot of land bearing Survey no 317, Hissa No. 1P, situated at village Panchpakhadi.

**Bounded As Under:** North: Chawl, South: Wing B, East: Eastern Express Highway, West: Chawl

together with all other rights, buildings, improvements and easements appurtenant thereto.

**ANNEXURE II**  
Due Amount details till 04/04/2023

PARTICULARS	Amount (In rs)
Principal Outstanding	8760328
Additional Interest payable (Penalty Till date)	102248
Interest for the Month (interest till date)	3918
Prepayment Charges @ 5% + Taxes	620232
Pending Instalments	1206614
Other Receivables	27
<b>TOTAL</b>	<b>Rs.10747367</b>

**Protium Protium Finance Limited**

office at : Nirlon Knowledge Park (NKP), B6, Second Floor, Pahadi Village, Office, The Western Express Highway, Cama Industrial Estate, Goregaon(E), Mumbai, Maharashtra-400063, India

BY REGISTERED A.D./COURIER/ SPEED POST Dated 21st March 2023

- Romi Constructor and Civil Contractor (Borrower)**  
Through its Proprietor **Mr. Vaibhav Dnyaneshwar Gatadi**  
House No.497A, 497 B, Koproli,Uran, Maharashtra- 400702
- Mr. Vaibhav Son of Dnyaneshwar Gatadi (Co-Borrower and Mortgagor)**  
House No.497A, 497 B, Koproli, Uran, Maharashtra- 400702
- Mrs. Supraja Wife of Vaibhav Gatadi (Co-Borrower and Mortgagor)**  
House No.497A, 497 B, Koproli, Uran, Maharashtra- 400702
- Mr. Dnyaneshwar Son of Gajanan Gatadi (Co-Borrower)**  
House No.497A, 497 B, Koproli, Uran, Maharashtra- 400702

**Subject:** Demand Notice under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "the Act")

**Reference: Loan Account No GS055EEL119506 (Hereinafter referred to as "Loan Facility").**

Dear Sirs/Madam,  
The undersigned being the Authorized Officer of Protium Finance Limited (Formerly known as Growth Source Financial Technologies Ltd. and before that known as Growth Source Financial Technologies Pvt. Ltd.) (hereinafter referred to as "Protium") having its Registered Office at Nirlon Knowledge Park (NKP) B-6, Second Floor, Pahadi Village, Off. The Western Express Highway, Cama Industrial estate, Goregaon (E), Mumbai, Maharashtra- 400063 do hereby, serves upon you the Demand Notice under Section 13(2) of the Act, calling upon you to discharge the liabilities, mentioned hereinafter, in full within 60 (sixty) days:

- You No. 1 is a proprietorship concern. You No. 2 is its sole proprietor. Upon the requests and representations by you all, Protium has sanctioned the loan facility vide Sanction letter dated 29th September 2021 agreed, accepted, and acknowledged by you all for an amount of **17,00,000/- (Rupees Seventeen Lakhs Only)**.
- You No. 1 to 4 being the Borrower and Co-Borrowers have executed various loan and security documents in favour of Protium including loan agreement dated 27th October, 2021 executed between the Borrowers and Protium.
- In order to secure the repayment of the said Loan Facility You No. 1 had created security interest in favour of Protium Finance Limited by way of hypothecation in the Sanctioned Terms, Mortgage deed by way of deposit of title deeds dated 1st November, 2021 and Deed of rectification dated 8th November 2021 with respect to the moveable and immoveable properties as mentioned below -
  - Moveable Properties:** Charge created on all the existing and future receivable / current assets / moveable assets / moveable fixed assets / entire receivable of You No. 1
  - Immoveable Properties:** HOUSE /PROPERTY NO. 497A ON GROUND FLOOR ADMEASURING 896 SQ.FT & HOUSE /PROPERTY NO. 497/B, ON 1ST FLOOR, ADMEASURING 896 SQ.FT NEAR KOPROU BUS STOP, VILLAGE.KOPROLI, URAN, DIST.RAIGAD, MAHARASHTRA 400702, hereinafter all the above called as "Secured Assets". (More particularly described in Annexure I)

4. That you the above-named addressees have committed breach of the repayment terms of the said loan Facility and it has been noticed that you were irregular in repayment of the instalments due and payable to Protium thereby the said loan facility account has been classified as Non Performing Asset ("NPA") on **31st October 2022** in accordance with the directives/guidelines relating to asset classification of the Reserve Bank of India.

5. Protium is a secured creditor as defined under Section 2(zd) of the SARFAESI Act, 2002, and the debt owing to Protium Finance limited is a secured debt as defined under Section 2(zg) of the SARFAESI Act, 2002, which is secured by way of creation of security interest in the Secured Assets by you as mentioned hereinabove. You No. 1 being the Borrower and You No. 2 to 4 being the co-borrowers are liable to repay in full against the said loan facility.

6. Please take note that as per the statement of accounts maintained by Protium in ordinary course of business, you are liable to pay an amount of **Rs. 20,01,059 /- (Rupees Twenty Lakhs One Thousand and Fifty Nine Only)** by way of outstanding principal, arrears (including accrued overdue charges etc.) and interest till 21st March 2023, which is **more particularly described in Schedule, annexed herewith as ANNEXURE II**. Therefore, you No 1 to 4 are hereby called upon to jointly and/or severally pay the amount of **Rs. 20,01,059 /- (Rupees Twenty Lakhs One Thousand and Fifty Nine Only)** within 60 (sixty) days from the date of receipt of this notice, together with further interest, penal interest, cost and other charges which may fall due thereupon, failing which Protium shall be constrained to enforce its security interest by exercising its power as provided under the provisions of SARFAESI Act, 2002 read with Security Interest (Enforcement) Rules, 2002.

7. Please note that this notice is issued under Section 13(2) of the SARFAESI Act, 2002. Upon failure on your part to comply with the demand contained in this notice, Protium shall be entitled to exercise all other rights as mentioned in Sub-Section (4) of the Section 13 of the SARFAESI Act, 2002 which will include one or more of the following measures to recover Protium Finance Limited Protium Finance Limited secured debt:

- take possession of the secured assets including the right to transfer by way of lease, assignment or sale for realizing the secured assets;
- take over the management of the secured assets including the right to transfer by way of lease, assignment or sale and realize the secured assets;
- 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;
- require at any time by notice in writing, any person who has acquired any of the secured assets and from whom any money is due or may become due to the borrower/mortgagor, to pay to the secured creditor, so much of the money as is sufficient to discharge the secured debt.

8. You are further requested to note that as per Section 13(13) of the SARFAESI Act, 2002 you are restrained/prohibited from disposing of or dealing with the above said Secured Assets or transferring by way of sale, lease or otherwise any of the above said Secured Assets, without written consent of Protium and the non-compliance of this condition is an offence punishable under Section 29 of the SARFAESI Act, 2002.

9. Your kind attention is invited to the provisions of Sub Section (8) of Section 13 of the SARFAESI Act, 2002, in respect of time available, to redeem the secured assets. The relevant extract of sub section (8) of section 13 of the SARFAESI Act, 2002 is reproduced hereunder:
 

"(8) where the amount of dues of the secured creditor together with all costs, charges and expenses incurred by him is tendered to the secured creditor at any time before the date of publication of notice for public auction or inviting, quotations or tender from public or private treaty for transfer by way of lease or assignment or sale of the secured assets -

(i) the secured assets shall not be transferred by way of lease, assignment or sale by the secured creditor; and

(ii) in case, any step has been taken by the secured creditor for transfer by way of lease or assignment or sale of the assets before tendering of such amount under this sub-section, no further steps will be taken by such secured creditor for transfer by way of lease or assignment or sale of the secured assets."

10. Please also note that this notice is also sent to you without prejudice to Protium Finance Limited right and remedies including the appropriate legal proceedings initiated before the appropriate courts and/or tribunal for recovery of the above said outstanding amount. This notice is also without prejudice to Protium Finance Limited right for undertaking any other mode of litigation including prosecution of any complaint under Section 138 of the Negotiable Instruments Act, 1881, as amended.

You are therefore advised to comply with the demand under this notice and to avoid further action under the SARFAESI Act, 2002, which shall be at your costs and consequences.

**Narendra Bhilare, Authorised Officer, Protium Finance Limited, (Formerly Known as Growth Source Financial Technologies Ltd) Mobile No. 9769753004**

**ANNEXURE I**  
"DETAILS OF SECURED ASSETS/ TO BE ENFORCED"  
"THE SCHEDULE"  
"DETAILS OF IMMOVABLE PROPERTIES"

