



**ADITYA BIRLA
CAPITAL**

Date – 08.04.2025.

(By Speed Post/Email)

To,

1. M/S ARHAM MANAGEMENT SOLUTIONS PVT. LTD. (Borrower and also Co-Borrower) THROUGH ITS DIRECTORS.
2. M/S PETAL CREATIONS (Borrower and also Co-Borrower) THROUGH ITS PROPRIETOR
3. M/S PETAL CONCEPT (CO-BORROWER) through its Proprietor,
4. M/S PANTHER UNIFORMS (Co-Borrower) through its proprietor,
5. Mr. VIJAY KUMAR CHORARIA (Guarantor),
6. PUKHRAJ DEVI CHORARIA (Guarantor),
7. MR. AMIT KUMAR CHORARIA (Guarantor)
8. MR. NAVEEN CHORARIA (Guarantor).

All the above addressees are available at: -

1. 42, BONBEHARI BOSE ROAD, HOWRAH – 711101.
2. 2, RAJA WOODMOUNT STREET, 3RD FLOOR, KOLKATA – 700001

Ref: Loan A/C No. 80000700, 800001822, 80002552, 80002555 in Arham Management Solutions Private Limited Account.

Subject: Redemption Notice issued in terms of Rule 8(6) along with Rule 6(2) of SARFEASI Rule 2002 read with Section 13(8) of SARFAESI Act 2002.

Sir/Madam,

1. On account of the amalgamation between Aditya Birla Finance Ltd. and Aditya Birla Capital Ltd. vide the Scheme of Amalgamation dated 11.03.2024 duly recorded in the Order passed by the National Company Law Tribunal - Ahmedabad on 24.03.2025, all SARFAESI actions initiated by Aditya Birla Finance Ltd. in relation to the mortgaged property mentioned in **Schedule** below, stands transferred to Aditya Birla Capital Ltd., the amalgamated company. Accordingly, this redemption notice is being issued by Aditya Birla Capital Limited.
2. We, Aditya Birla Capital Limited (hereinafter referred to as "ABCL"), wish to bring to your attention that you the Borrower/Guarantor/Mortgagor (hereinafter collectively referred to as "Borrower/s"), pursuant to the account being declared NPA on **16.04.2021** have failed to comply with the demand notice dated **04.06.2021** issued under Section 13(2) of SARFAESI Act to clear the outstanding dues **of Rs.3,61,10,093.73/- (Rupees Three Crore Sixty-One Lakh Ten Thousand Ninety-Three and Seventy-Three Paise Only) due as on 26.05.2021.** Moreover, due to the non-payment of

Aditya Birla Capital Limited

Unit No 402, 4th Floor, 24 Camac Square, Kolkata, West Bengal – 700 017
Tel: +91 22 6723 9101 | abc.secretarial@adityabirlacapital.com | www.adityabirlacapital.com

For customer care and other queries : care.finance@adityabirlacapital.com

Toll-free no.: 1800-270-7000

ADITYA BIRLA CAPITAL LTD.

AUTHORISED OFFICER

Registered Office:

Indian Rayon Compound,
Veraval, Gujarat – 362 266

Tel: +91 28762 43257

CIN: L67120GJ2007PLC058890



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the aforementioned amount, a subsequent demand notice dated **17.08.2023**, was issued regarding movable assets thereby demanded amount of **Rs. 4,56,34,623.33 (Rupees Four Crore Fifty-Six Lakhs Thirty-Four Thousand Six Hundred Twenty-Three and Thirty-Three Paise Only)**, which was due as on **28.07.2023** as demanded in the notice.

3. Please refer to the possession (physical) notice dated **for immovable 27.04.2023** and also Physical Possession Notice for **Movables Properties dated 09.11.2023** wherein possession of the secured assets (detailed in the schedule below) was taken by us for the purpose of realization of the dues, in accordance with the SARFAESI Act, 2002 and the rules framed thereunder. For the sake of brevity, we once again forward to you the physical possession notice along with the publication of the physical possession notice.
4. As on **29.03.2025**, there is a total outstanding of **Rs. 5,57,06,815.39/- (Rupees Five Crore Fifty-Seven Lakhs Six Thousand Eight Hundred Fifteen and Thirty-Nine Paise Only)** in the aforesaid loan account which we call upon you the borrowers to pay in terms of paragraph 4 of this notice.
5. We, accordingly, give you a notice of **Thirty (30) days** to redeem the secured asset/s by paying an amount of **Rs. 5,57,06,815.39/- (Rupees Five Crore Fifty Seven Lakhs Six Thousand Eight Hundred Fifteen and Thirty Nine Paise Only)** being the total outstanding as on 29.03.2025. In event you fail to redeem the secured asset/s mortgaged to ABCL, we shall proceed to conduct the sale of the Secured asset/s under the provisions of the SARFAESI Act 2002 and Rules framed thereunder. Note that the sale notice for auction/private treaty as the case maybe, shall be published as per Rule 9(1) on **15.05.2025** or any day thereafter.
6. Please take note that mortgaged property will be sold through public auction/private treaty as the case maybe. The public notice for sale will be published in two newspapers (one in Vernacular and other one English language).
7. You are hereby informed that if the entire dues are not recovered from the sale of the Properties, all named borrowers shall remain liable for the balance amount.
8. Therefore, we make it abundantly clear that, if you fail to exercise your right of redemption within a period of 30 days from receipt of this notice, the same shall stand extinguished from the date of publication of the said sale notice under Rule 9(1) of the said Rules.

For Aditya Birla Capital Limited

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SCHEDULE
(Description of Secured Assets)

ALL THAT PIECE AND PARCEL OF Bastu Land measuring an area of 5 (Five) Cottahs 15 (Fifteen) Chittaks 29 (Twenty Nine) Sq. ft. with 1450 Sq. ft. pucca structure standing thereon situated at R.S. Dag No. 173 under R.S. Khatian No. 321 and 455, Touzi No. 736 Corresponding to L.R. Dag No. 180 under L.R. Khatian No. 1985 of Touzi No. 9, J.L. No. 40, Mouza Thanamakua within Howrah Municipal Corporation Ward No. 45 within the jurisdiction of District Registry Office Howrah and Additional District Sub Registry Office Ranihati, P.S. – Sankrail, District Howrah – 711109 with all right to use common passage with all easement right and other advantage thereto and butted and bounded as follows: On the North: Portion of R.S. Dag No. 173, On the South: Plot of Uttam Dey on R.S. Dag No. 173, On the West: Demarcated plots on remaining portion of R.S. Dag No. 173, On the East : 30' ft. wide Road.

For Aditya Birla Capital Limited

(Authorised Officer)

ANNEXURE-II

DETAILS OF MOVABLE PROPERTY PROVIDED AS SECURITY INTEREST

- i. All and singular the Borrower's moveable assets, including without limitation all movables including plant, machinery and equipment together with its accessories, furniture, fittings, air-conditioners, furnishings, artifacts, paintings, utensils, cutlery, vessels, machinery, spares, accessories, computer hardware, computer software, tools and accessories, both present and future whether installed or whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon or be brought upon the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives at the work sites or at any upcountry place or places wherever else the same may be, whether now belonging to or that may at any time during the continuance of this security belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery and all replacements thereof, and additions thereto, whether by way of substitution, replacement, conversion, realization or otherwise howsoever with all benefits, rights and incidentals attached thereto, which are now or shall at any time hereafter be owned by the Borrower AND ALL right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same; which shall include all properties of the above description whether presently in existence or acquired hereafter and all insurance contracts, both present and future, all rights, claims and benefits to all monies receivable thereunder and the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof for damage to the aforesaid properties;
- ii. All and singular the Borrower's rights, title, interest and benefit in all current assets (both present and future) of the Borrower including, without limitation, its existing and future stock-in-trade, raw-materials, goods in process, semi-manufactured and manufactured goods, semi-finished and finished products, stores and spares not relating to plant and machinery etc., now or at any time hereafter belonging to the Borrower or at Borrower's disposal and now or at any time and from time to time hereafter stored or be stored or brought into or upon or in course of transit to the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives at the work sites or at any upcountry place or places wherever else the same may be and all outstandings, monies, receivable, claims and bills which are now due

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and owing or which may at any time hereafter during the continuance of this security become due and owing to the Borrower in the course of its business, whether now belonging to or that may at any time during the continuance of this Deed belong to the Borrower together with all benefits, rights and incidentals attached thereto which are now or shall at any time hereafter be owned by the Borrower AND ALL estate, right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which shall include all properties of the above description whether presently in existence or acquired hereafter and all insurance contracts, both present and future, all rights, claims and benefits to all monies receivable thereunder and the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof for damage to the aforesaid properties;

- iii. All and singular the Borrower's right, title, interest, benefits, claims and demands whatsoever of the Borrower in, to and in respect of all moneys including insurance proceeds payable under any insurance contracts for the assets hereby secured, and investments lying to the credit of the Borrower's escrow account(if any) and other accounts or liable to be credited to the such accounts, or other receivables, monies received/receivable as liquidated damages liable to be credited to the escrow account designated for receiving money, claims or other money proceeds or receivables in respect of such assets of whatsoever nature including by way of assignment of lease rentals, cash flows, treasury income, arising howsoever and where-so-ever, which are now due and owing or which may at any time hereafter during the continuance of the security become due and owing to or acquired by the Borrower in the course of its business, and the full benefit of all rights and remedies relating thereto, including but not limited to fees, deposit and all claims from damages and other remedies for non-payment of the same and all claims under any insurance whether in addition to or by way of renewal, extension or replacement of any moneys previously deposited in or credited to the escrow account or otherwise, together with any interest from time to time accruing in respect of such moneys;
- iv. All and singular the Borrower's book-debts, receivables, outstanding moneys, claims, demands, bills, guarantees, letters of credit, contracts, engagements and stocks, shares, notes, bonds, warrants and other securities of any kind belonging to or held by the Borrower and all chose in action which may give rise to any debt, revenue or monetary claim which are now due and owing or accruing or which may at any time hereafter during the continuance of this Deed may become due and owing or accrue to the Borrower relating to the project and the benefits of any security, guarantee or other rights in relation to any of the foregoing; and
- v. All the other assets of the Borrower, both present and future (other than the property effectively charged pursuant to the provisions of (i) to (iv) above) including the Borrower's goodwill, trademarks, patent and all other intellectual property rights, and also including without limitation, the rights, title and interest in the undertakings of the Borrower to the charge of Lender.

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For Aditya Birla Capital Limited

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Enclosure – Physical Possession Notice dated 27.04.2023 **for immovable and** Physical Possession Notice dated 09.11.2023 **for Movables.**

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