

**POSSESSION NOTICE**

Whereas,

The undersigned is the Authorised Officer of **Asset Reconstruction Company (India) Limited** acting in its capacity as trustee of Arcil- V Hotels Ltd Trust, Arcil- V Hotels Ltd II Trust, Arcil- V Hotels Ltd III Trust, Arcil- V Hotels Ltd IV Trust (hereinafter referred to as "**Arcil**"). **Arcil** issued notice under Section 13 (2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as SARFAESI Act) to **V Hotels Ltd.** (hereinafter referred to as "**the Borrower**") on **July 10, 2013** in respect of the financial assets granted to the Borrower by Bank of India, Punjab National Bank, Union Bank of India and Vijaya Bank, advising the Borrower to make payment of the outstanding dues of **Rs. 235,46,34,381/- (Rupees two hundred thirty five crore forty six lac thirty four thousand three hundred eighty one only)** as on **June 30, 2013** together with interest thereon at contractual rate within a period of 60 days from the date of the said Notice. The Borrower failed to comply with the terms of the said Notice. Pursuant to Assignment Agreements dated December 31, 2008, March 26, 2009, July 9, 2009 and January 29, 2010, Bank of India, Punjab National Bank, Union Bank of India and Vijaya Bank respectively have assigned to Arcil, in its capacity as trustee of Arcil- V Hotels Ltd Trust, Arcil- V Hotels Ltd II Trust, Arcil- V Hotels Ltd III Trust, Arcil- V Hotels Ltd IV Trust the financial assistance granted by it to the Borrower together with all underlying security interest and all their rights in respect thereof in terms of Section 5 of the SARFAESI Act.

The Borrower having failed to repay the said amount and failed to comply with the Notice dated **July 10, 2013**, 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 Sections 13(12) and 13 (4) of the SARFAESI Act read with rule 8, 9 of the said Security Interest (Enforcement) Rules, 2002 on this **14<sup>th</sup> day of October of the year 2013.**

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 inter alia the charge of Arcil for the said amount of Rs. 235,46,34,381/- (Rupees two hundred thirty five crore forty six lac thirty four thousand three hundred eighty one only) as on June 30, 2013 together with further interest thereon.

**DESCRIPTION OF THE IMMOVABLE PROPERTY**

All that piece and parcel of land together with buildings and structures constructed thereon, fixed machinery and plant, fixtures and fittings, erected or installed thereon situate at C.T.S. 561/5 fore shore S. No. 69/112 – T.S No. 859/1 to 21 at Centaur Hotel, Juhu Beach, Juhu Tara Road, Vile Parle (West), Mumbai containing by admeasurement 24,706 sq. mtrs. and thereabouts and registered by the Collector of Land Revenue, Bandra and which premises situated in the registrations of sub district of Mumbai and bounded as follows:

On or towards the North by : Birla Lane  
On or towards the South by : Kings Apartment  
On or towards the East by : Juhu Road  
On or towards the West by : Arabian Sea

**Date : October 14, 2013**  
**Place : Mumbai**

  
**Authorised Officer**  
**Asset Reconstruction Company (India) Ltd.**

