केनरा बैंक Canara Bank

Syndicate

CHANDKURI BRANCH, VILL & PO CHANDKURI, PS - SABANG, DIST.- PASCHIM MEDINIPUR, WEST BENGAL, PIN 721 467

DEMAND NOTICE [SECTION 13(2)]

Ref: RO:HWH:REC:SARF:CHANDKURI:375:2023-24 Date: 27.12.2023

To,
RAM PADA KHATUA (BORROWER)
S/O – SURENDRA NATH KHATUA
VILL +PO - CHANDKURI
PS - SABANGE
DIST – PASCHIM MEDINIPUR,
WEST BENGAL - 721467

Dear Sir,

Sub: **Notice issued under Section 13(2) of the Securitization & Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002.**

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The undersigned being the Authorized Officer of Canara Bank, **Chandkuri** branch(hereinafter referred to as "the secured creditor"), appointed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (hereinafter referred as the "Act") do hereby issue this notice to you as under:

That **Ram Pada Khatua** (hereinafter referred to as "the Borrower") has availed credit facility / facilities stated in the **Schedule A** hereunder and has entered into the security agreement/s in favour of the secured creditor. While availing the said financial assistance, you have expressly undertaken to repay the loan amount/s in accordance with the terms and conditions of the above mentioned agreements.

You (The person mentioned in schedule B) are also entered in to agreements against the secured assets which are detailed in **Schedule B** hereunder.

However, from **Jun 2023**, the operation and conduct of the said financial assistance / credit facilities have become irregular. The books of account maintained by the secured assets shows that the liability of the Borrower towards the secured creditor as on date **30.11.2023** amounts to **Rs. 17,90,217.65/- (Rupees Seventeen lakhs ninety thousand two hundred seventeen and paise sixty five only),** the details of which together with future interest rate are stated in **Schedule C** hereunder. It is further stated that the Borrower/Guarantor having failed to keep up with the terms of the above said agreement in clearing the dues of the secured creditor within the time given, and have been evasive in settling the dues. The operation and conduct of the above said financial assistance / credit facility/ies having come to a standstill and as a consequence of the default committed in repayment of principal debt/ installment and interest thereon, the secured creditor was constrained to classify the debt as Non Performing Asset (NPA) as on **28.08.2023** in accordance with the directives/guidelines relating to asset classification issued by the Reserve Bank of India.

केनरा बैंक CANARA BANK वसूली व विधि विभाग Recovery & Legal Section क्षेत्रीय कार्यालय, हावड़ा Regional Office, Howrah

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The secured creditor through this notice brings to your attention that the Borrower has failed and neglected to repay the said dues/ outstanding liabilities and hence hereby demand you under Section 13(2) of the Act, by issuing this notice to discharge in full the liabilities of the Borrower as stated in **Schedule C** hereunder to the secured creditor **within 60 days from the date of receipt of this notice.** Further, it is brought to your notice that you are also liable to pay future interest at the rate of **13.50%, 9% & 11.25% respectively** per **month** together with all costs, charges, expenses and incidental expenses with respect to the proceedings undertaken by the secured creditor in recovering its dues.

Please take note of the fact that if you fail to repay to the secured creditor the aforesaid sum of **Rs. 17,90,217.65/- (Rupees Seventeen lakhs ninety thousand two hundred seventeen and paise sixty five only),** together with further interest and incidental expenses and costs as stated above in terms of this notice under Section 13(2) of the Act, the secured creditor will exercise all or any of the rights detailed under sub-section (4)(a) and (b) of Section 13, the extract of which is given here below to convey the seriousness of this issue:

13(4)- In case the Borrower/Guarantor fails to discharge liability in full within the period specified in sub-section (2), the secured creditor may take recourse to one or more of the following measures to recover his secured debt, namely;

(a) Take possession of the secured assets of the Borrower/Guarantor including the right to transfer by way of lease, assignment or sale for realizing the secured asset;

(b) Take over the management of the business of the Borrower including the right to transfer by way of lease, assignment or sale for realizing the secured asset:

Provided that the right to transfer by way of lease, assignment or sale shall be exercised only where the substantial part of the business of the Borrower is held as security for the debt;

Provided further that where the management of whole of the business or part of the business is severable, the secured creditor shall take over the management of such business of the borrower which is relatable to the security for the debt;

and under other applicable provisions of the said Act.

Your 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.

You are also put on notice that **in terms of section 13(13) the Borrower/Guarantor shall not transfer by way of sale, lease or otherwise the said secured assets detailed in Schedule B hereunder without obtaining written consent of the secured creditor.** It is further brought to your notice that any contravention of this statutory injunction/ restraint, as provided under the said Act, is an offence and if for any reason, the secured assets are sold or leased out in the ordinary course of business, the sale proceeds or income realized shall be deposited with the secured creditor. In this regard you shall have to render proper accounts of such realization / income.

This notice of Demand is without prejudice to and shall not be construed as waiver of any other rights or remedies which the secured creditor may have including further demands for the sums found due and payable by you.

केनरा बैंक CANARA BANK वसूली व विधि प्रभाग Recovery & Legal Section क्षेत्रीय कार्यालय, हावड़ा Regional Office, Howrah

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This is without prejudice to any other rights available to the secured creditor under the Act and/or any other law in force.

Please comply with the demand under this notice and avoid all unpleasantness. In case of Non-compliance, further needful action will be resorted to, holding you liable for all costs and consequence.

Thanking you

Yours faithfully,

केनरा बैंक CANARA BANK वसूली ध विधि प्रभाग Recovery & Legal Section क्षेत्रीय कार्यालय, हावड़ा Regional Office, Howrah

GOPAL SAHA
AUTHORIZED OFFICER

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SCHEDULE –A

SL NO	Loan No	Nature of Loan/Limit	Date of sanction	Amount
1.	1718256010272	OD	26.07.2010	Rs. 15,00,000.00
2.	181010080932	KCC	29.08.2022	Rs. 1,50,000.00
3.	1718755000122	GECL 1.0	23.06.2021	Rs. 1,00,000.00

SCHEDULE –B

SL NO	Movable	Name of Title holder
	NA	
	Immovable	
1	All that part and parcel of land with 3 storied building property situated at Mouza – Chandkuri Plot No. – 863, J L No. – 169, at Mouza & Vill & PO – Chandkuri, PS – Sabang, under Dandra Gram Panchayat, Dist – Paschim Medinipur in the name of Ram Pada Khatua Bounded by : North – Pond of Subal Adak & land of Niranjan Masanta (Plot No. 882&883) South- Vacant land of Borrower with others (Plot No. 858) East – Land of Mohan Murmu & ors West- Pond of present owner (Plot No. 864)	Rampada Khatua

SCHEDULE –C

SL NO	Loan No	Nature of Loan/Limit	LIABILITY WITH INTEREST AS ON DATE 30.11.2023	RATE OF INTEREST (With penalty 2%)
1.	1718256010272	OD	Rs 15,36,514.11/-	13.50 %
2.	181010080932	KCC	Rs 1,54,451.00/-	9.00 %
3.	1718755000122	GECL 1.0	Rs 99,252.54/-	11.25 %
	TOTAL		Rs 17,90,217.65/-	

केनरा बैंक CANARA BANK वसूली व विधि विभाग Recovery & Legal Sector क्षेत्रीय कार्यालय, हावड़ा Regional Office, Howrah

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