केनरा बैंक Canara Bank

सिंडिकेट Syndicate

HOLDING NO – 247/35, I FLOOR, VIDYASAGAR ROAD, BATTALA CHOWK ,DIST – PASCHIM MEDINIPUR, WEST BENGAL- 712136

DEMAND NOTICE [SECTION 13(2)]

Ref: RO:HWH:REC:SARF:MIDNAPORE:528:2023-24 Date: 15/03/2024

To

(1) SRI PRATAP BANERJEE (BORROWER)
S/O – SHANKAR BANERJEE
RESIDING AT - NEAR SHRIKONA GIRLS SCHOOL, DIST – WEST MIDNAPORE, MIDNAPUR
WEST BENGAL- 721101
ALSO AT – LAXMI APARTMENT 1st FLOOR BLOCK A,13 BORAL MAIN ROAD, PREMISES NO. 13, P.O. – PS REGENT PARK, DIST – SOUTH 24 PARGANAS, WB – 700084

(2) SRI SHANKAR BANERJEE (GUARANTOR)
S/O PRASAD KUMAR BANERJEE
RESIDING AT - THE HOME MIRZABAZAR, MIDNAPORE, DIST - WEST MEDINIPORE, WEST BENGAL - 721101
ALSO AT – LAXMI APARTMENT 1st FLOOR BLOCK A,13 BORAL MAIN ROAD, PREMISES NO. 13, P.O. – PS REGENT PARK, DIST – SOUTH 24 PARGANAS, WB - 700084

Dear Sir,

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

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The undersigned being the Authorized Officer of Canara Bank, **Midnapore** branch(hereinafter referred to as “the secured creditor”), appointed under the Securitisation 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 **Sri Pratap Banerjee** (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.

That **Sri Shankar Banerjee** (hereinafter referred to as “the Guarantor”) has guaranteed the payment on demand of all moneys and discharge all obligations and liabilities owing or incurred to the secured creditor by the Borrower for credit facilities up to the limit of **Rs 22,82,000.00 (Rupees Twenty Two Lacs Eighty Two Thousand only), with interest thereon.**

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

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However, from **November 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 **29/02/2024** amounts to **Rs. 32,95,161.64 (Rupees Thirty Two Lakhs Ninety Five Thousand One Hundred Sixty One and Sixty Four Paise 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 **28.02.2024** in accordance with the directives/guidelines relating to asset classification issued by the Reserve Bank of India.

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 **12.20% and 13.25%** 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. 32,95,161.64 (Rupees Thirty Two Lakhs Ninety Five Thousand One Hundred Sixty One and Sixty Four Paise 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.

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

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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.

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 व विधि विभाग 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.	3714651000022	Education Loan – Vidyasagar Scheme	23/08/2019	Rs 20,00,000.00
2.	3714651000024	Education Loan – Vidyasagar Scheme	13/04/2020	Rs 2,82,000.00

SCHEDULE –B

SL NO	Movable	Name of Title holder
	NA	
	Immovable	
1	All that a self contained complete flat/unit measuring 720 sq ft super built up area more or less on the North-West side facing being the flat/unit no. A on the first floor consisting two bed rooms, one kitchen, one drawing-cum-dining, one bath-cum-privy, on the first floor partly (G+3) storied building under the name and style as LAXMI APARTMENT at Premises No. 13, Boral Main Road within Kolkata Municipal Corporation, Ward No. 111 in the District of South 24 Parganas together with undivided proportionate share of land measuring 7cottahs 7 chittaks 25 sq ft be it more or less in R.S. Dag No. 865 appertaining to R.S Khatian No. 28 of Mouza Kamdahari, J.L. No. 49, Touzi No. 14, recoded as Revenue Survey No. 200, Pargana – Magura , lying and situated within ward no. 111 of Kolkata Municipal Corporation within P.S. formerly Sadar Tollygunge, thereafter Jadavpur now Regent Park P.S. in the district of South 24 Parganas under premises No. 13 Boral Main Road in the name of Sri Shankar Banerjee as per deed no. 01765 of 2008. The flat is bounded by: North – Open to sky South – Stair case East – Other flat West – Open to sky	Sri Shankar Banerjee

SCHEDULE –C

SL NO	Loan No	Nature of Loan/Limit	LIABILITY WITH INTEREST AS ON DATE 29.02.2024	RATE OF INTEREST (With penalty 2%)
1.	3714651000022	Education Loan – Vidyasagar Scheme	Rs 2923774.64	12.20%
2.	3714651000024	Education Loan – Vidyasagar Scheme	Rs 371387.00	13.25%
		Total	**Rs. 32,95,161.64**	

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