केनरा बैंक Canara Bank

Regional Office, Durgapur, Jinta Enclave, Near Dairy More ,Sagarbhanga, Durgapur - 713211

DEMAND NOTICE [SECTION 13(2)]

TO BORROWER/ GUARANTOR/MORTGAGOR

Date: 27.12.2022

To
M/s Banerjee Computer Shop **(Borrower)**
C/o – Mr. Bishal Banerjee
At – Dhabani
Beliatore
Dist: Bankura
Pin: 722203

Mr. Bishal Banerjee **(Proprietor/Mortgagor)**
S/o – Mr. Sanjib Banerjee
At- Dhabani
Beliatore
Dist: Bankura
Pin: 722203

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, **Khanrari Uara 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 **M/s Banerjee Computer Shop, Prop. Mr. Bishal 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 up to the limit of **Rs 25,88,466.00 (Rupees Twenty five Lakh Eighty eight thousand Four hundred Sixty six only) for Working Capital, GECL and FITL** with interest thereon.

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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 **September 2022** 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 **27-December-2022** amounts to **Rs. 27,01,143.34** (**Rupees Twenty Seven Lakh One Thousand One Hundred Forty Three and Paise Thirty Four 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 **10-November-2022** 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 **12.55 % per Annum** for **Working Capital Limit, 11.40% For GECL, 11.40% For GECL 1.0 and 13.70% For CFITL** 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 **Rs. 27,01,143.34** (**Rupees Twenty Seven Lakh One Thousand One Hundred Forty Three and Paise Thirty Four 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:

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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.

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,

कृते केनरा बैंक / For CANARA BANK

अधिकृत अधिकारी क्षे. का. दुर्गापुर
Authorised Officer RO Durgapur

AUTHORIZED OFFICER

SCHEDULE –A

[Details of the credit facility/ies availed by the Borrower]

Sl No	Loan No	Nature of Loan/Limit	Date of sanction	Sanction Amount
1.	5777261000009	Working Capital Limit	02-December-2017	Rs. 18,00,000.00
2.	5777755000005	GECL	12-June-2020	Rs. 5,00,000.00
3.	170002985810	GECL – 1.0	27-December-2021	Rs. 1,50,000.00
4.	5777710000007	CFITL	01-September-2020	Rs. 1,38,466.00

SCHEDULE –B

[Details of security assets]

Sl No	Immovable	Name of Title holder
1.	All those land and building measuring 8 decimals in R.S. and L.R. Plot no.- 534 , L.R. Khatian No. – 550, J.L. No.- 128 Mouza- Dhabani, P.S. Barjora, Dist.- Bankura under Beliatore Gram Panchayat The area is bounded and butted by North – Village Road South – Rest of Plot No 534 (P) East – Plot No 535 West – Land of Bishal Banerjee in Plot No 532	Mr. Bishal Banerjee

SCHEDULE – C

[Details of liability as on date]

SL NO	LOAN NO	NATURE OF LOAN/LIMIT	LIABILITY WITH INTEREST AS ON DATE	RATE OF INTEREST
1.	5777261000009	Working Capital Limit	Rs. 18,74,026.00 as on 31-November -2022	12.55%
2.	5777755000005	GECL	Rs. 5,25,631.00 as on 12-December-2022	11.40%
3.	170002985810	GECL – 1.0	Rs. 1,55,398.00 as on 27-December-2022	11.40%
4.	5777710000007	CFITL	Rs. 1,46,088.34 as on 31-November-2022	13.70%

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