केनरा बैंक Canara Bank
सिंडिकेट Syndicate

ANNEXURE – 2

DEMAND NOTICE [SECTION 13(2)]
TO BORROWER/ GUARANTOR/MORTGAGOR

Ref: CB/PURNEA RO/SARFAESI/50/RS/2021-2022

Date: 31/05/2021

To
M/s CHITRASHALA ADVERTISING
SAGAR ANAND (PROPRIETOR)
CHUNA GALI,
MG ROAD,
KATIHAR,
BIHAR, PIN 854105

SAGAR ANAND (PROPRIETOR/MORTGAGOR)
S/O CHANDRA SHEKHAR SINGH
KRISHNAPURI BAIGNA
DISTRICT KATIHAR
BIHAR
PIN – 854105

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, KATIHAR II 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 CHITRASHALA ADVERTISING PROPRIETOR- SAGAR ANAND, SAGAR ANAND S/O CHANDRA SHEKHAR SINGH** (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 **SAGAR ANAND S/O CHANDRA SHEKHAR SINGH IN OSL SYND MSE** (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.

Authorised Officer
Canara Bank

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However, from **OCTOBER, 2020** the operation and conduct of the said financial assistance/credit facilities have become irregular. The books of account maintained by the **secured creditor** shows that the liability of the borrower towards the secured creditor as on date amounts **Rs.1007166/- (Rupees Ten Lakh Seven Thousand One Hundred Sixty six 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 **30-01-2021** 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 **7.85 % for OSL-SyndMSE, 9.15 % for SOD SyndMSE, 7.50 % for Guaranteed Emergency Credit Line GECL1.0, 7.65% for SyndMSE-AddOnCredit-EBLPR, 9.15% for COVID FITL** 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.1007166/- (Rupees Ten Lakh Seven Thousand One Hundred Sixty six 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.

Authorised Officer
Canara Bank

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A Government of India Undertaking
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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,

केनरा बैंक Canara Bank Authorised Officer

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	Amount
1	74739910000028	OSL-SyndMSE-MCLR	27-03-2017	711000.00
2	74731400000380	SOD SyndMSE	25-10-2017	400000.00
3	74739160000380	Guaranteed Emergency Credit Line GECL1.0	09-07-2020	80000.00
4	74739580000248	SyndMSE-AddOnCredit-EBLPR	16-06-2020	40000.00
5	74737100000033	COVID FITL	30-08-2020	19403.00

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SCHEDULE –B

[Details of security assets[3]]

Sl No	Movable	Name of Title holder
	NIL	
	Immovable	
	SALE DEED NO -4379 DATED 30.03.2009	
1	ALL THAT PART AND PARCEL OF LAND MEASURING 2 DECIMAL AND 1 KARI COVERED UNDER M S KHATA NO-104 (OLD KHATA NO 25), M S PLOT NO 64, SITUATED AT MAUZA BAIGNA,THANA NO 83,TAUZI NO 1239, WARD NO 22 ,JAMABANDI NO. 2144, MUHALA KRISNA PURI BAIGNA(ACROSS CANAL) REGISTRY OFFICE KATIHAR ,DIST KATIHAR,IN THE NAME OF SAGAR ANAND S/O CHANDRA SHEKHAR SINGH BOUNDED BY- NORTH-LAND OF RAJKUMARI MANDAL SOUTH-LAND OF SHIVAM ANAND EAST- LAND OF RAMCHANDRA WEST- 2 METRES ROAD GIVEN BY VENDOR	SAGAR ANAND S/O CHANDRA SHEKHAR SINGH

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	74739910000028	OSL-SyndMSE-MCLR	466648/-	7.85%
2	74731400000380	SOD SyndMSE	405494/-	9.15%
3	74739160000380	Guaranteed Emergency Credit Line GECL1.0	82044/-	7.50%
4	74739580000248	SyndMSE-AddOnCredit-EBLPR	33168/-	7.65%
5	74737100000033	COVID FITL	19812/-	9.15%

Authorised Officer
Canara Bank

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सिंडिकेट Syndicate

POSSESSION NOTICE[SECTION 13(4)]

[For immovable property]

Whereas:

The undersigned being the Authorised Officer of the Canara Bank under Securitisation And Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (Act 54 of 2002) (hereinafter referred to as "the Act") and in exercise of powers conferred under Section 13 (12) read with Rule 3 of the Security Interest (Enforcement) Rules 2002, issued a Demand Notice dated **31st May 2021** calling upon the borrower/Mortgagor **M/s CHITRASHALA ADVERTISING PROPRIETOR- SAGAR ANAND and SAGAR ANAND S/O CHANDRA SHEKHAR SINGH** to repay the amount mentioned in the notice, being **Rs.10,07,166/- (Rupees Ten Lakh Seven Thousand One Hundred Sixty six only)** within 60 days from the date of receipt of the said notice.

The borrower having failed to repay the amount, 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 / her under section 13 (4) of the said Act, read with Rule 8 & 9 of the said Rule on this 19th **day of** Aug **of the year 2021.**

The borrower in particular and the public in general are hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of Canara Bank for an amount of **Rs.10,07,166/- (Rupees Ten Lakh Seven Thousand One Hundred Sixty six only)** and interest thereon.

The borrower's attention is invited to the provisions of Section 13 (8) of the Act, in respect of time available, to redeem the secured assets.

Description of the Immovable Property

ALL THAT PART AND PARCEL OF LAND MEASURING 2 DECIMAL AND 1 KARI COVERED UNDER M S KHATA NO-104 (OLD KHATA NO 25), M S PLOT NO 64, SITUATED AT MAUZA BAIGNA,THANA NO 83,TAUZI NO 1239, WARD NO 22 ,JAMABANDI NO. 2144, MUHALA KRISNA PURI BAIGNA(ACROSS CANAL) REGISTRY OFFICE KATIHAR ,DIST KATIHAR,IN THE NAME OF SAGAR ANAND S/O CHANDRA SHEKHAR SINGH

BOUNDED BY-

NORTH-LAND OF RAJKUMARI MANDAL
SOUTH-LAND OF SHIVAM ANAND
EAST- LAND OF RAMCHANDRA
WEST- 2 METRES ROAD GIVEN BY VENDOR

DATE : 19.08.2021
PLACE : KATIHAR

केनरा बैंक Canara Bank Authorised Officer

Authorised Officer
CANARA BANK

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