ANNEXURE-3A

CANARA BANK

NOTICE TO LEGAL HEIR TO THE DECEASED BORROWER/DECEASED PARTNER OF THE BORROWER PARTNERSHIP FIRM

Ref: SARFAESI/DN/2023-24/1

To

Date: 20.10.2023

1. **BORROWER: KAKATIYA CAR CONSULTANCY**
   H.NO: 23-6-80/2/1, HUNTER RAOD,
   HANAMKONDA, WARANGAL - 506001

PROPRIETOR: SRI.KANDUKURICHANDRAMOHAN

(LEGAL HEIRS OF Mrs. K MADHULATHA W/O SRI.KANDUKURICHANDRAMOHAN)

HNO 24 7 207 /18/ 2 MAHENDRA COLONY, DARGA ROAD, WARANGAL – 506001

PH 9492422491

2. **AND GUARANTOR Sri MANNE NAGAIAH**

S/O CHENNAMALLU, 763/REVENUE COLONY, WARANGAL – 506001.

Dear Sir,

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

The undersigned, being the authorised officer of Canara Bank, Khajipet (Erstwhile Syndicate Bank) Branch, appointed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security interest Act, 2002, hereinafter referred to as the "Act" do hereby issue this notice to you as under:

You are aware that 1. KAKATIYA CAR CONSULTANCY PROPRIETOR: SRI.KANDUKURICHANDRAMOHAN (Name of the Borrower) (hereinafter called as Borrower) (more fully described in "**Schedule A**" hereunder) has/have availed credit facility / facilities stated in the "**Schedule B**" hereunder and have entered into security agreement/s in favour of Canara Bank(secured creditor) by securing the Properties mentioned in **Schedule C**. That **Sri MANNE NAGAIAH** (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. **20,00,000/- (Rupees Twenty Lakh Only)** with interest thereon..

In terms of the said agreement he/she/it had availed the financial assistance with an express undertaking that they shall repay the said amounts in accordance with the terms and conditions of the above said agreements.

We observe that the mortgaged property owner is deceased[1].

- You are aware that after the death of the owner of mortgaged property, as his/her legal heir, you are liable for the payment on demand of all moneys and discharge all obligations and liabilities owing or incurred to our bank by the Borrower for credit facilities up to the limit of Rs. **Rs 20,40,475.87** (Rupees Twenty Lakh Fourty Thousand Four Hundred seventy five and Eighty Seven Paisa Only) with interest thereon.

It is brought to your attention by means of this notice that the Borrower has failed to keep up with the terms of the Loan Agreement dated 07/10/2015 and the operation and conduct of the said financial assistance/ credit facilities have become irregular and even after repeated requests the Borrower/legal heir had failed to clear the liabilities. As a result of this the Bank is now constrained to classify the debt as Non Performing Asset (NPA).

Internal

Therefore, the bank hereby calls upon you as the legal heir, exercising its right under section 13(2) read with Section 13(11) of the Act, by issuing this notice to discharge in full the liabilities of the borrower as stated in **Schedule "D"** hereunder to the bank within 60 days from the date of receipt of this notice. Further, you are also liable to pay future interest at the rate mentioned in **Schedule "D"** together with all incidental expenses, costs, charges etc with respect to the proceedings undertaken by the bank in recovering its dues from the said borrower.

Please take note of the fact that if you fail to repay to the bank the aforesaid sum of of Rs. Rs **20,40,475.87** (Rupees Twenty Lakh Fourty Thousand Four Hundred seventy five and Eighty Seven Paisa 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 bank will exercise all or any of the rights detailed under sub-section (4)(a) and (4)(b) of Section 13, the extract of which is given here below to convey the seriousness of this issue:

Section 13(4): In case the borrower fails to discharge his liability in full within the period specified in subsection (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 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 the provisions of Sub Section (8) of the 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 Section13 (13) you shall not transfer by way of sale, lease or otherwise the said secured assets detailed in **Schedule 'C'** hereunder without obtaining written consent of the bank. 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 bank. 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 bank may have including further demands for the sums found due and payable by the borrower to us.

This is without prejudice to any other rights available to us 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.

Internal

Thanking you

Yours faithfully,

कृते केनरा बैंक For Canara Bank

Authorized Officer प्राधिकारी Authorized Officer

1. To be used when the Notice is addressed to the legal heir of the deceased Borrower.
2. To be used when the Notice is addressed to the legal heir of the deceased partner of the Borrower Partnership firm.
3. Strike off which is not necessary.

SCHEDULE –A

1. BORROWER: KAKATIYA CAR CONSULTANCY
PROPRIETOR: SRI.KANDUKURICHANDRAMOHAN
(LEGAL HEIRS OF Mrs. K MADHULATHA W/O SRI.KANDUKURICHANDRAMOHAN)
HNO 24 7 207 /18/ 2 MAHENDRA COLONY, DARGA ROAD, WARANGAL – 506001

SCHEDULE –B

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

Sr No	Loan No	Nature of Loan/Limit	Date of sanction	Amount
1.	**36081400000428**	Overdraft	07/10/2015	20,00,000/-

SCHEDULE –C

[Details of security assets]

Sr No	Movable	Name of Title holder
1.	NIL	NA
Sr No	**Immovable**	**Name of Title holder**
1.	The property is a two storied residential building (first floor rcc framed structure only). And the area of land is 266.sq yards through the sale deed vide mentioned below. The plinth area of the each floor is 1034.50 sq. ft. and the building was constructed in the year of 2011. Location of the Property (Hno 24-7-207/18/2, mahendra colony, darga road, khazipet, Warangal.) North: plot no 262 of others South: plot no 266&267 of others East: plot no 264 South: 30-0 wide road.	K MADHULATHA

SCHEDULE –D

[Details of liability as on date]

SL NO	LOAN NO	NATURE OF LOAN/LIMIT	LIABILITY WITH INTEREST AS ON DATE	RATE OF INTEREST
1.	**36081400000428**	Working Capital	**Rs 20,40,475.87**	11.15

Internal

केनरा बैंक Canara Bank

(A Government of India Undertaking)
(HO: Bangalore - 560002)

KHAJIPET Branch, WARANGAL

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 20.10.2023** and **Acknowledgement dated 21/10/2023** calling upon the borrower **BORROWER : KAKATIYA CAR CONSULTANCY PROP** SRI.KANDUKURI CHANDRAMOHAN **H.NO: 23-6-80/2/1, HUNTER RAOD, Hanamkonda WARANGAL -506001** TELANGANA State and Guarantors to repay the amount mentioned in the notice, being **Rs.** 20,40,475.87 **/-** (Rupees Twenty Lakh Fourty Thousand Four Hundred Seventy Five and Eighty Seven Paisa 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 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 **02th day of January** of the year **2024.**

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 the **Canara Bank, Khajipet Branch**, Door No 1- 1- 904, Shidharthanagar, Khajipet, for an amount of **Rs.** 20,40,475.87 **/-** (Rupees Twenty Lakh Fourty Thousand Four Hundred Seventy Five and Eighty Seven Paisa Only) as mentioned in the **Demand Notice dt.20.10.2023** and interest and bank charges and other expenses 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

The property is a two storied residential building (first floor rcc framed structure only). And the area of land is 266.sq yards through the sale deed vide mentioned below. The plinth area of the each floor is 1034.50 sq. ft. and the building was constructed in the year of 2011.

Location of the Property (Hno 24-7-207/18/2, mahendra colony, darga road, khazipet, Warangal.)

Warangal City & District within the limits Greater Warangal Muncipal Corporation bounded by
In the name of Sri K MADHULATHA as per the sale deed and bounded by:

On the North by	plot no 262 of others
On the South by	plot no 266&267 of others
On the East by	plot no 264
On the West by	30-0 wide road.

AUTHORISED OFFICER

DATE: 02.01.2024
PLACE: KHAJIPET WARANGAL

कृते केनरा बैंक / For CANARA BANK
प्राधिकृत अधिकारी
Authorised Officer

CANARA BANK, Khajipet Branch,
1-1-904, Shidharthanagar, Khajipet

PH 0870-2427555
E MAIL: cb13608@canarabank.com

Internal