5

केनरा बैंक Canara Bank

HALDIA BRANCH, TRIPATHI COMPLEX, SUKANTA NAGAR, CITY CENTRE, POST BEBHOG, HALDIA, DIST. PURBA MEDNIPUR, WEST BENGAL PIN 721 657

DEMAND NOTICE [SECTION 13(2)]

Ref: RO:HWH:CRMR:PB:342: 2021-22 Date: 18/10/2021

To
1.Sri. Debashis Maity
S/o Sri keshab Chandra Maity
Vill: Terapara Jalpai
PO: Kalyanpur
PS: Mahisadal -1
Purba Medinipur 721434

2.Sri. Prasenjit Maity
S/o Sri Keshab Chandra Maity
Maishaly Jalpai
PO: Narghat
PS: Nandakumar
Purba Medinipur 721632

3.Sri. Keshab chandra Maity
S/O -Jatindra maiti
Vill-terpara jalpai
kalyanpur
PS : Mahisadal-i
Purba Medinipur 721632

4. Sri. Mangal Chand Manna (Guarantor)
Vill & Post-Tera para Jalpai PS Nandakumar
Purba Medinipur

Dear Sir,

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

****

The undersigned being the Authorized Officer of Canara Bank, HALDIA 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:

1.That Sri Debashis Maity , Sri Prasenjit Maity and Sri. Keshab chandra maity (hereinafter referred to as "the Borrower") has availed credit facility / facilities stated in the **Schedule A** hereunder

Ref: RO:HWH:CRMR:PB:342: 2021-22 Debashis maity Date: 18.10.2021

and have 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. Mangal Chand Manna (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 1,66,60,319.00** (**Rupees One Corer Sixty Six Lac sixty thousand three hundred nineteen 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.

However, from **March 2018** , 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 **30.09.2021** amounts to **Rs 1,66,60,319.00 (Rupees One Corer Sixty Six Lac sixty thousand three hundred nineteen 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 **29.09.2021** 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 14.75% 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 1,66,60,319.00 (Rupees One Corer Sixty Six Lac sixty thousand three hundred nineteen 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.

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,

CANARA BANK

AUTHORIZED OFFICER

Debashis maity

Date: 18.10.2021

Ref: RO:HWH:CRMR:PB:342: 2021-22

केनरा बैंक Canara Bank
Fatehpur Syndicate

SCHEDULE –A

SL NO	Loan No	Nature of Loan/Limit	Date of sanction	Amount
1.	2938895000051	KCC	28/03/2015 Enhancement Sanction Dt . 30/03/2016	Rs. 60,00,000/- Rs.1,00,00,000/-

SCHEDULE –B

SL NO	Movable	Name of Title holder
	NA	
	Immovable	
1.	Land & building at plot no 456(RS) 489 (LR) 464(RS) 497(LR) 465(RS)498(LR) JL No 127,Khatian no 5755 & 5738 Mouza: Teropara Jalpai , PS :Nandakumar , Dist . Purba medinipur. Boundaries : North :By other's property South: By property of Keshab Chandra Maity East: By property of Madhusudan Mandal West : By panchayet Road	Debasish Maity and Prasenjit Maity vide gift Deed No. I- 1912/2005
2.	Land and Building at Plot No 465(RS) 498(LR) JL No.127 Khatian No.5126 Mouza Teropara Jalpai PS: Nandakumar Dist Nandakumar Purba Medinipur Boundaries : North: By own Land South: By property of Mukul Maity and Dhananjoy Maity & Others East : By Sarat Maity and Others West: By panchayet road and Calvert	Keshab Chandra Maity Vide sale Deed I-4098/1999

Ref: RO:HWH:CRMR:PB:342: 2021-22

केनरा बैंक CANARA BANK Regional Office सी.आर.एम. Recovery

Date: 18.10.2021

3.	Land and Building at Plot No. 2201 (RS) 2376(LR) JL No 127 Khatian No 5739 & 5738 , Mouza: Teropara Jalpai , PS Nandakumar Dist Purba Medinipur . Boundaries : North: By Plot No.2364 South: By Plot 2374 East : By Prasenjit Maity West: By panchayet road	Debasish Maity and Prasenjit Maity vide sale Deed No 5648/2013

SCHEDULE –C

SL NO	Loan No	Nature of Loan/Limit	LIABILITY WITH INTEREST AS ON DATE 30.09.2021	RATE OF INTEREST (With penalty 2%)
1.	2938895000051	KCC	**Rs 1,66,60,319.00**	14.75%

Debasish maity

Ref: RO:HWH:CRMR:PB:342: 2021-22

Date: 18.10.2021