केनरा बैंक Canara Bank
Syndicate
Together We Can

Ref: ARMB: SARFAESI: DEMAND NOTICE: 2024-25:1159 DATE: 12.11.2024

To

1. M/s Sri Krishna Dairy
Proprietor: Shri Harihar Singha
Village: Mirdanga, Saradanagar
P.S: Balagarh, PO: Guptipara
District: Hooghly,
West Bengal: 712512

2. Sri Harihar Singha (Proprietor)
S/o: Shri Nemai Chandra Singha
Village: Medgachi
PO: Purba Satgachia,
PS: Kalna, Bardhaman
West Bengal:713405

3. Smt Sima Singha (Guarantor)
W/o: Sri Harihar Singha
Village: Medgachi
PO: Purba Satgachia,
PS: Kalna, Bardhaman
West Bengal:713405

4. Sri Madhab Singha (Guarantor)
S/o: Shri Nemai Chandra Singha
Village: Medgachi
PO: Purba Satgachia,
PS: Kalna, Bardhaman
West Bengal:713405

Dear Sir/Madam,

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, Asset Recovery Management 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 Sri Krishna Dairy, Proprietor- **Sri Harihar Singha** (hereinafter referred to as "the Borrower"[1]) 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 **Smt Sima Singha** and **Sri Madhab Singha** (hereinafter referred to as "the Guarantors") 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 30600000.00 (Rupees Three Crores and Six Lakhs 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 January 2023, the operation and conduct of the said financial assistance/ credit facilities have become irregular. The books of account maintained by the secured asset shows that the liability of the Borrower towards the secured creditor as on date amounts to Rs 26526019.79 (Rupee Two Crores Sixty Five Lakhs Twenty Six Thousand Nineteen and paise Seventy Nine only) the details of which together with future interest rate are stated in **Schedule C** here under. It is further stated that the Borrower/Guarantor having failed to keep

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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/ instalment and interest thereon, the secured creditor was constrained to classify the debt as Non Performing Asset (NPA) as on 19.04.2023 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 12.05% & 9.25% 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 26526019.79 (Rupee Two Crores Sixty Five Lakhs Twenty Six Thousand Nineteen and paise Seventy Nine 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.

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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.

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भारत सरकार का उपक्रम
A Government of India Undertaking
सिंडिकेट Syndicate
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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

प्राधिकृत अधिकारी / Authorised Officer
परिसम्पत्ति वसूली प्रबंध शाखा
Asset Recovery Management Branch
कोलकाता / Kolkata- 700 016

AUTHORIZED OFFICER

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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.	1984795000001	Dairy Loan	01.02.2018	Rs 27000000.00
2.	1984755000036	GECL	29.09.2020	Rs 3600000.00

SCHEDULE –B

[Details of security assets]

Sl No	Movable	Name of Title holder
1.	**Asset created/purchased out of Bank Finance-** ➢ Animals ➢ Plant & Machinery ➢ Civil Constructions ➢ Stock Raw Materials, Semi finished & finished materials.	 Sri Krishna Dairy Sri Krishna Dairy Sri Krishna Dairy Sri Krishna Dairy
	Immovable	
1.	EMT of Land & Building of Dairy unit with an extent of 0.83 acres at JL No 04. RS Khatian No 551,LR Khatian No 1246 Hal Khatian No 3777, RS Dag No 338 and LR Dag No 601, Mouza-Mirdanga, PS Balagarh, Dist-Hooghly, West Bengal-712512 in the name of Harihar Singha, Proprietor of M/s Sri Krishna Dairy. The said property is Butted and Bounded by: East: 12 ft wide Panchayet Kancha Road West: House of Sri Niranjan Dey South: Land of Sri Noaram Bhumij North: Land of Sri Bishnu Bhumij CERSAI ID: SI: 400018528656 AI: 200018487587	Sri Harihar Singha. S/o Nemai Chandra Singha
2.	EMT Of Land & Building of 0.55 Acres At JL No 172, Khatian No 317, Dag No 253, Mouza-Medgachi Paikpara, PS-Kalna Dist-Bardhaman, West Bengal-713405 in the name of Shri Harihar Singha and Shri Madhab Singha. The said property is Butted and Bounded by: East: Road West: Other's Land South: Other's Land North: Other's Land CERSAI ID: SI: 400018527410 AI: 200018486341	Shri Harihar Singha S/o Nemai Chandra Singha and Shri Madhab Singha S/o Nemai Chandra Singha.

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3.	EMT of Land & Building of 0.082 acres At JL No 04, LR Khatian No 2329, Hal Dag No 526, Mouza Mirdanga, PS-Balagarh under Guptipara 1 no gram panchayat, PO-Guptipara Dist-Hooghly, West Bengal-712512 in the name of Smt Sima Singha W/o Shri Harihar Singha. The said property is butted and bounded by: East: 12 Ft Wide Common Passage West: Land Of Janaika Karmokar South: 6 Ft Wide Common Passage North: 6 Ft Wide Common Passage CERSAI ID: SI:400022088206 AI:200022040730	Smt Sima Singha w/o Harihar Singha
4.	EMT of Land of 0.05 acre at JL No 02, Hal Khatian No 420, 540, 293, 538, 173, 541, 216, 539, 263. Hal Dag No 220, Mouza-Sultanpur, PS- Balagarh, Dist-Hooghly West Bengal 712501 in the name of Shri Harihar Singha and Shri Madhab Singha. The said property is butted and bounded by: East: Property of Laxmi Bedi West: Property of Gupti Babu South: Property of Narayan Babu North: Property of Kamal Babu. CERSAI ID: SI:400018532795 AI:200018491722	Shri Harihar Singha S/o Nemai Chandra Singha and Shri Madhab Singha S/o Nemai Chandra Singha.

केनरा बैंक Canara Bank Asset Recovery Management Br. (2306), Kol-16 परिसंपत्ति वसूली प्रबंध शाखा, कोल-16

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.	1984795000001	Dairy Loan	22524137.40	12.05%
2.	1984755000036	GECL	4001882.39	9.25%