केनरा बैंक Canara Bank

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

DEMAND NOTICE [SECTION 13(2)]

TO BORROWER/ GUARANTOR/MORTGAGOR

To

M/s Aahan Commercial and Co
At – 2nd Deeder Road
Dist: Bankura
Pin: 722101

Date: 13.03.2023

(Borrower)

Mr. Bishal Banerjee
S/o – Mr. Sanjib Banerjee
At- Dhabani
Beliatore
Dist: Bankura
Pin: 722203

(Partner)

Mrs. Khusbu Kanoi
D/o- Bishnu Prasad Kanoi
At- Fashidanga
Bankura
Pin: 722101

(Partner)

Mr. Mahadev Banerjee
S/o- Late Mrityunjay Banerjee
At- Dhabani
Beliatore
Dist: Bankura
Pin: 722203

(Guarantor/Mortgagor)

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 Aahan Commercial and Co, Mr. Bishal Banerjee** and **Mrs. Khusbu Kanoi** (hereinafter referred to as "Partner") 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

केनरा बैंक CANARA BANK
वसूली अनुभाग
Recovery Section
आ. का. दुर्गापुर R.O. Durgapur

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 60,35,000.00 (Rupees Sixty Lakh Thirty five thousand only) for Working Capital, GECL and FITL** with interest thereon.

That **Mr. Mahadev Banerjee S/o- Late Mrityunjay Banerjee** (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 60,35,000.00 (Rupees Sixty Lakh Thirty five thousand only) for Working Capital, GECL and FITL** 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 assets shows that the liability of the Borrower towards the secured creditor as on **13-March-2023** amounts to **Rs. 60,76,265.49 (Rupees Sixty lakhs Seventy six thousand two hundred sixty five and paisa forty nine 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 **07-March-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 **14.15 % per Annum** for **Working Capital Limit, 11.40% For GECL, 11.25% and 14.30% For FITL** 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. 60,76,265.49 (Rupees Sixty lakhs Seventy six thousand two hundred sixty five and paisa forty 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.

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

<Dial 18002666868> <Wear Masks, Stay Safe>
भारतीय डाक
India Post
EW227568952IN IVR:6987227568952
SP DURGAPUR SAGARBHANGA COLONY SO <713211>
Counter No:1,15/03/2023,14:16
To:KHUSBU KANAI,FASHIDANGA
PIN:722101, Bankura HO
From:CANARA BANK,REGIONAL OFFICE
Wt:10gms
Amt:41.30(Cash)Tax:6.30
<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Masks, Stay Safe>
भारतीय डाक
India Post
EW227568949IN IVR:6987227568949
SP DURGAPUR SAGARBHANGA COLONY SO <713211>
Counter No:1,15/03/2023,14:16
To:AAHAN COMMERCIAL&CO,D ROAD
PIN:722101, Bankura HO
From:CANARA BANK,REGIONAL OFFICE
Wt:10gms
Amt:41.30(Cash)Tax:6.30
<Track on www.indiapost.gov.in>

CANARA BANK
R.O. Durgapur

14/03/23
Maha Dev Banerjee
14-03-2023

केनरा बैंक Canara Bank

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

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.	5777261000015	Working Capital Limit	02-December-2017	Rs. 49,50,000.00
2.	5777755000004	GECL	12-June-2020	Rs. 9,90,000.00
3.	173000158398	FITL	30-September-2021	Rs. 95,000.00

SCHEDULE –B

[Details of security asset]

Sl No	Immovable	Name of Title holder
1.	All those land and building measuring 7.64 decimal in Plot no.466, L.R. Khatian No. 298, J.L. No. 128, Mouza – Dhabani P.S.- Barjora Dist. Bankura in the name of Mahadeb Banerjee. The area is bounded and butted by North – Plot no. 467 and Land of Ashim Bandhopadhyay South – 7 ft wide common passage East – Plot no. 2227 West –Plot no. 466 and Land of Basudeb Bandhopadhyay	Mr. Mahadeb 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.	5777261000015	Working Capital Limit	Rs. 51,04,720.00 as on 28-February -2023	12.55%
2.	5777755000004	GECL	Rs. 8,99,589.49 as on 12-March-2023	11.25%
3.	173000158398	FITL	Rs. 71,956.00 as on 28-February-2023	14.30%

<Dial 18002666868> <Wear Masks,

EW227568970IN IVR:6987227568970
SP DURGAPUR SAGARBHANGA COLONY SO <713211>
Counter No:1,15/03/2023,14:16
To:MAHADEV BANERJEE,DHABANI
PIN:722202, Barjora SO
From:CANARA BANK,REGIONAL OFFICE
Wt:10gms
Amt:41.30(Cash)Tax:6.30
<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Masks,

EW227568966IN IVR:6987227568966
SP DURGAPUR SAGARBHANGA COLONY SO <713211>
Counter No:1,15/03/2023,14:16
To:BISHAL BANERJEE,DHABANI
PIN:722203, Beliatore SO
From:CANARA BANK,REGIONAL OFFICE
Wt:10gms
Amt:41.30(Cash)Tax:6.30
<Track on www.indiapost.gov.in>

Canara Bank

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

POSSESSION NOTICE [SECTION 13(4)]
(For Immovable property)

Whereas:

The undersigned being the Authorized 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 13.03.2023 calling upon the Borrower **M/s Aahaan Commercial & Company, At- 2nd Deeder Road, Dist: Bankura, Pin: 722101** (hereinafter referred to as "Borrower"), **Mr. Bishal Banerjee S/O Mr. Sanjib Banerjee, At- Dhabani Beliatore, Dist: Bankura, Pin: 722203** (hereinafter referred to as " partner'), **Mrs. Khushbu Kanoi D/O Bishnu Prasad Kanoi, At- Fashidanga, Bankura, Pin: 722101** (hereinafter referred to as " partner')& **Mr. Mahadev Banerjee S/O Late Mrityunjay Banerjee, At- Dhabani Beliatore, Dist: Bankura. Pin: 722203** (hereinafter referred to as the "guarantor/ mortgagor") to repay the amount mentioned in the notice, being Rs. **60,76,265.49 (Rupees Sixty lakhs Seventy Six thousand Two hundred Sixty Five and paisa Forty Nine 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 Immovable assets 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 10th day of **August** of the **year 2023.**

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. 60,76,265.49 **(Rupees Sixty lakhs Seventy Six thousand Two hundred Sixty Five and paisa Forty Nine only)** and interest thereon as per Demand Notice (13/2) dated 13/03/2023.

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 those land and building measuring 7.64 decimal in Plot no: 466, L.R. Khatian No 298, JL No: 128, Mouza- Dhabani, P.S. Barjora Dist. Bankura in the name of Mahadeb Banerjee.

The area is butted and bounded by :

Boundaries	As Per Sale Deed
North	Plot No: 467 and Land of Ashim Bandopadhyay
South	7 ft wide common passage
East	Plot No. 2227
West	Plot no 466 and Land of Basudeb Bandopadhyay

Authorized Officer
CANARA BANK

DATE: 10/08/2023
PLACE: Durgapur

10/08/23