केनरा बैंक Canara Bank

CANARA BANK , RISHRA BRANCH, GROUND FLOOR, 40/3 N S ROAD, PIN - 712248

DEMAND NOTICE [SECTION 13(2)]

NOTICE TO LEGAL HEIR TO THE DECEASED BORROWER/CO-BORROWER

Ref: RO: HWH:R&L:SARF:RISHRA:212:2025-26 Date: 18/06/2025

To

(1) BABLU RAJAK (CO BORROWER & LEGAL HEIR OF RAM PRAKASH RAJAK)
S/O – LATE RAM PRAKASH RAJAK
147 SARAT CHANDRA MUKJHERJEE ROAD
P.O. – BAIDYABATI
P.S. – SERAMPORE
DIST – HOOGHLY
PIN – 712222

(2) RUBI DEVI RAJAK (CO BORROWER & LEGAL HEIR OF RAM PRAKASH RAJAK)
W/O – LATE RAM PRAKASH RAJAK
10/14 TRENCHING GROUND
P.O. – BAIDYABATI
P.S. – SERAMPORE
DIST – HOOGHLY
PIN – 712222

(3) BRAJANANDAN RAJAK (LEGAL HEIR OF RAM PRAKASH RAJAK)
S/O – LATE RAM PRAKASH RAJAK
147/217 SARAT CHANDRA MUKJHERJEE ROAD
P.O. – BAIDYABATI
P.S. – SERAMPORE
DIST – HOOGHLY
PIN – 712222

(4) BANDANA RAJAK (LEGAL HEIR OF RAM PRAKASH RAJAK)
D/O – LATE RAM PRAKASH RAJAK
147/217 SARAT CHANDRA MUKJHERJEE ROAD
P.O. – BAIDYABATI
P.S. – SERAMPORE
DIST – HOOGHLY
PIN – 712222

(5) CHANDAN KUMAR RAJAK (LEGAL HEIR OF RAM PRAKASH RAJAK)
S/O – LATE RAM PRAKASH RAJAK
RAMPUR GHAT, NEAR UTKARMITMADHY VIDYALAYA
WARD NO. 12, GOPALPUR
BEGUSARAI
BIHAR – 848202

(6) REENA DEVI (LEGAL HEIR OF RAM PRAKASH RAJAK)
D/O – LATE RAM PRAKASH RAJAK

केनरा बैंक CANARA BANK वसूली व विधि विभाग Recovery & Legal Section केनरा कार्यालय, हावड़ा Regional Office, Howrah

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केनरा बैंक Canara Bank

WARD NO. 9, TARA, PHAPHOT,BEGUSARAI
BIHAR - 848202

Dear Sir,

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

The undersigned, being the authorized officer of Canara Bank, **Rishra** Branch, appointed under the Securitization 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 **Sri Ram Prakash Rajak** (hereinafter called asBorrower) (more fully described in "**Schedule A**" hereunder) has availed credit facility stated in the "**Schedule B**" hereunder and have entered into security agreement/s in favor of Canara Bank(secured creditor) by securing the Properties mentioned in **Schedule C**. In terms of the said agreement he 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 Borrower is deceased.

You are aware that after the death of the borrower, as his 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. 10,00,000.00/- (Rupees Ten lakhs 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 29/08/2014 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) on 04/06/2025.

Therefore, the bank hereby calls upon you as the legal heir of the borrower, 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 sum of **Rs. 7,53,895.94/- (Rupees Seven lakhs fifty three thousand eight hundred ninety five and ninety four paise only),** as on 06/06/2025, 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:

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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.

Thanking you

Yours faithfully

प्राधिकृत अधिकारी / Authorized Officer
केनरा बैंक / Canara Bank

(RAMESH PRASAD)
AUTHORIZED OFFICER

केनरा बैंक CANARA BANK
वसूली व विधि विभाग Recovery & Legal Section
क्षेत्रीय कार्यालय, हावड़ा Regional Office, Howrah

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SCHEDULE – A

LATE RAM PRAKASH RAJAK
S/O – LATE RAMESHWAR RAJAK
147/217 SCM ROADSURI GHAT
P.O. – BAIDYABATI
P.S. – SERAMPORE
DIST – HOOGHLY
PIN - 712222

SCHEDULE – B

SL NO	Loan No	Nature of Loan/Limit	Date of sanction	Amount
1.	5001619000019	Housing Finance	29/08/2014	Rs 10,00,000.00/-

SCHEDULE – C

SL NO	Movable	Name of Title holder
	NA	
	Immovable	
1.	All that single storied house having covered area of 635 sq ft out of which 395 sq ft with tile shed and 240 sq ft pacca construction on the area of land measuring 1 cottah 6 chittacks 12 sq ft at RS Dag No. 4867 ,LR Dag No 5639, RS Khatian No 2533 LR Khatian No 5824 Mouza Dirghanga Holding No 10/14 T.C Ground, P.S. Serampore J.L. No. 4, ward no 14 of Baidyabati Municipality, Dist - Hooghly in the name of Sri Ram Prakash Rajak as per deed no. 6694 of 2014 Butted and bounded by : North – Plot no 10 and 11 South – 8 ft wide common passage East – Plot no 13 West - Property of others CERSAI ID : 400012728869	Sri Ram Prakash rajak

SCHEDULE – D

SL NO	Loan No	Nature of Loan/Limit	LIABILITY WITH INTEREST AS ON DATE 06/06/2025	RATE OF INTEREST (WITH PENAL INTEREST)
1.	5001619000019	Housing Finance	Rs. 7,53,895[illegible]94/-	12.25%

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Authorised Officer | प्राधिकृत अधिकारी | Canara Bank | केनरा बैंक

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