Notice to the Borrower under section 13(2) of SARFAESI Act, 2002

To,

Date: 18.11.2024

Aleya Begam (Borrower)
W/o Sekh Jiyauddin,
Vill – Jamtara, P.O- Amrargarh,
P.S – Ausgram,
Dist. - Purba Bardhaman,
Pin- 713144 (WB)

Home loan - Account Number 11200610007860

SUB: NOTICE U/S 13(2) OF SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 (HEREINAFTER CALLED 'ACT')

Dear Sir(s)/Madam,

The undersigned, being the Authorised Officer of UCO Bank under the Securitisation and Reconstruction of Financial Assets and Enforcement of security Interest Act, 2002, do hereby issue you the following notice:

At your request, you have been granted by UCO Bank, through its **Amrargarh Branch** from time to time, various credit facilities by way of financial assistance against various assets creating security interest in favour of the Bank. The relevant particulars of the said credit facilities and the security agreement(s) / document(s) executed by you are stated in Schedule 'A' and 'B' respectively excluding pledge of movables. You have availed the financial assistance with an undertaking for repayment of the said financial assistance in terms of the said agreement(s) / document(s).

You have also created mortgage by way of deposit of title deeds / Registered mortgages creating security interest in favour of the Bank. The documents relating to such mortgage are also stated in Schedule 'B'.

The relevant particulars of the secured assets are specifically stated in Schedule 'C'.

You have also acknowledged subsistence of the liability in respect of the aforesaid credit facilities by executing confirmation of balances and revival letters and other documents from time to time. The operation of and conduct of the above said financial assistance / credit facilities have become irregular and the debt has been classified as **non-performing asset on 29.10.2024** in accordance with the directives / guidelines relating to asset classifications issued by the Reserve Bank of India.

consequent to the default committed by you in repayment of principal debt and interest thereon.

Despite repeated request, you have failed and neglected to repay the said dues / outstanding liabilities. Therefore, the Bank hereby calls upon you u/s 13(2) of the said Act by issuing this notice to discharge in full your liabilities stated hereunder to the Bank within 60 days from the date of this notice. Your outstanding liabilities (in aggregate) due and owing to the Bank is in the sum of **Rs. 6,09,653.00 (Rs. Six lakh nine thousand six hundred fifty three only) as on 29.10.2024 inclusive of interest upto 29.06.2024**. You are also liable to pay future interest at the contractual rate on the aforesaid amount together with incidental expenses, cost, charges, etc.

If you fail to repay to the Bank the aforesaid sum of **Rs. 6,09,653.00 (Rs. Six lakh nine thousand six hundred fifty three only) as on 29.10.2024 inclusive of interest upto 29.06.2024** with further interest and incidental expenses, costs as stated above in terms of this notice u/s 13(2) of the Act, the Bank will exercise all or any of the rights detailed under Sub-Section (4) of Section 13 and under other applicable provisions of the said Act.

You are also put on notice that in terms of Sub-Section 13 of Section 13 you shall not transfer by sale, lease or otherwise the said secured assets detailed in Schedule 'C' of this notice without obtaining written consent of the Bank.

The Bank reserves its rights to call upon you to repay the liabilities that may arise under the outstanding Bills Discounted, Bank Guarantees and Letter of Credit issued and established on your behalf as well as other contingent liabilities.

This notice is without prejudice to the Bank's right to initiate such other actions or legal proceedings as it deems necessary under any other applicable provisions of Law.

Yours faithfully,

कृते यूको बैंक / For UCO BANK

प्राधिकृत अधिकारी / Authorised Officer
अंचल कार्यालय, दुर्गापुर / Zonal Office, Durgapur

.....
(AUTHORISED OFFICER)

Name: Abhinav Bharti
Designation: Chief Manager

Copy forwarded to - Sk Jiyauddin (Co-Borrower), S/o – Sekh Asimuddin, Vill – Jamtara, P.O- Amrargarh, P.S – Ausgram, Dist. - Purba Bardhaman, Pin- 713144 (WB)

यूको बैंक / UCO BANK दुर्गापुर अंचल कार्यालय DURGAPUR ZONAL OFFICE

SCHEDULE – 'A'

Sl. No.	Nature of Facility	Outstanding as on **29.10.2024 (with interest charged up to 29.06.2024), Rs. 6,09,653.00 + Unapplied Interest** at the contractual rate from **30.06.2024** on the aforesaid amount together with incidental expenses, cost, charges etc.
a)	Cash Credit	Rs.
b)	Overdraft	Rs.
c)	Export Packing Credit	Rs.
d)	Bills Discounting	Rs.
e)	DD Purchase facility	Rs.
f)	Guarantee Limit (Devolved amount)	Rs.
g)	Letter of Credit limit (Devolved amount)	Rs.
h)	Term Loan(s)	Rs. 6,09,653.00
i)	Foreign currency Term Loan Outstanding's	Rs.
j)	Aggregate Outstanding	**Rs. 6,09,653.00**

SCHEDULE – 'B'

(Details of Security Documents including all supplementary documents & Documents evidencing creation of mortgage)

Sl. No.	Name of the Document	Nature of Security	Date of Execution	Amount Secured(Rs.)
1.	D.P Note	A2	28.07.2020	Rs. 8,00,000
2.	Letter of waiver	A-47	28.07.2020	Rs. 8,00,000
3.	Loan agreement	AHL-6 (REVISED)	28.07.2020	Rs. 8,00,000
		AHL-7	28.07.2020	Rs. 8,00,000
		AHL-8	28.07.2020	Rs. 8,00,000
4.	Draft letter of undertaking to be obtained from the applicant for advances against immovable property	ANNEXURE I	28.07.2020	Rs. 8,00,000
5.	Draft of letter of deposit of title deeds to be obtained from the mortgagor(s)	ANNEXURE VI	19.09.2020	Rs. 8,00,000

6.	Confirmation receipt regarding deposit of title deeds Mortgage by deposit of title deeds	EMTD of title Deed No. I-4969 of year 2019	04.08.2020	Rs. 8,00,000

SCHEDULE – 'C'

(Please state the particulars of the immovable properties mortgaged to the Bank as stated in the documents having reference to the mortgage documents/deeds)

All the piece and parcel of land and building measuring 05 Satak (Decimal) with single storied building, nature Bastu situated at LR Plot No.138, LR Khatian No. 1238, JL No. 128 at Mouza- Jamtara under Bhalki Panchayet, PO- Amrargarh, PS- Ausgram, within ADSR Office of Guskara (A.D.S.R.O.) Dist.- Purba Bardhaman, Registered at D.S.R- II, Burdwan through Mortgage Deed no- I- 0202-04969 of year 2019, Registered Book no-I, Volume no. 0202-2019, Page from 103033 to 103050, Date of Registration- 09.09.2019 property in the name of Sk Aleya Begam w/o Sekh Jiyauddin, Vill – Jamtara, P.O- Amrargarh, P.S – Ausgram, Dist. Purba Bardhaman, Pin- 713155 (WB)

Land & Building Bounded by :

On the North Bounded by : **Property of Sk Raisuddin**
On the South Bounded by : **Property of Ajijul SK Ansari**
On the East Bounded by : **Property of Sk Jiauddin**
On the West Bounded by : **12 ft wide village Road**

Notice to the Borrower under section 13(2) of SARFAESI Act, 2002

Date: 18.11.2024

To,

Sk Jiyauddin (Co-Borrower),
S/o – Sekh Asimuddin,
Vill – Jamtara, P.O- Amrargarh,
P.S – Ausgram,
Dist. - Purba Bardhaman,
Pin- 713144 (WB)

Home loan - Account Number 11200610007860

SUB: NOTICE U/S 13(2) OF SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 (HEREINAFTER CALLED 'ACT')

Dear Sir(s)/Madam,

The undersigned, being the Authorised Officer of UCO Bank under the Securitisation and Reconstruction of Financial Assets and Enforcement of security Interest Act, 2002, do hereby issue you the following notice:

At your request, you have been granted by UCO Bank, through its **Amrargarh Branch** from time to time, various credit facilities by way of financial assistance against various assets creating security interest in favour of the Bank. The relevant particulars of the said credit facilities and the security agreement(s) / document(s) executed by you are stated in Schedule 'A' and 'B' respectively excluding pledge of movables. You have availed the financial assistance with an undertaking for repayment of the said financial assistance in terms of the said agreement(s) / document(s).

You have also created mortgage by way of deposit of title deeds / Registered mortgages creating security interest in favour of the Bank. The documents relating to such mortgage are also stated in Schedule 'B'.

The relevant particulars of the secured assets are specifically stated in Schedule 'C'.

You have also acknowledged subsistence of the liability in respect of the aforesaid credit facilities by executing confirmation of balances and revival letters and other documents from time to time. The operation of and conduct of the above said financial assistance / credit facilities have become irregular and the debt has been classified as **non-performing asset on 29.10.2024** in accordance with the directives / guidelines relating to asset classifications issued by the Reserve Bank of India

consequent to the default committed by you in repayment of principal debt and interest thereon.

Despite repeated request, you have failed and neglected to repay the said dues / outstanding liabilities. Therefore, the Bank hereby calls upon you u/s 13(2) of the said Act by issuing this notice to discharge in full your liabilities stated hereunder to the Bank within 60 days from the date of this notice. Your outstanding liabilities (in aggregate) due and owing to the Bank is in the sum of **Rs. 6,09,653.00 (Rs. Six lakh nine thousand six hundred fifty three only) as on 29.10.2024 inclusive of interest upto 29.06.2024**. You are also liable to pay future interest at the contractual rate on the aforesaid amount together with incidental expenses, cost, charges, etc.

If you fail to repay to the Bank the aforesaid sum of **Rs. 6,09,653.00 (Rs. Six lakh nine thousand six hundred fifty three only) as on 29.10.2024 inclusive of interest upto 29.06.2024** with further interest and incidental expenses, costs as stated above in terms of this notice u/s 13(2) of the Act, the Bank will exercise all or any of the rights detailed under Sub-Section (4) of Section 13 and under other applicable provisions of the said Act.

You are also put on notice that in terms of Sub-Section 13 of Section 13 you shall not transfer by sale, lease or otherwise the said secured assets detailed in Schedule 'C' of this notice without obtaining written consent of the Bank.

The Bank reserves its rights to call upon you to repay the liabilities that may arise under the outstanding Bills Discounted, Bank Guarantees and Letter of Credit issued and established on your behalf as well as other contingent liabilities.

This notice is without prejudice to the Bank's right to initiate such other actions or legal proceedings as it deems necessary under any other applicable provisions of Law.

Yours faithfully,

कृते यूको बैंक / For UCO BANK

प्राधिकृत अधिकारी / Authorised Officer
अंचल कार्यालय, दुर्गापुर / Zonal Office, Durgapur

.....
(AUTHORISED OFFICER)

Name: Abhinav Bharti
Designation: Chief Manager

Copy forwarded to - Aleya Begam (Borrower) W/o Sekh Jiyauddin, Vill – Jamtara, P.O.- Amrargarh, P.S. – Ausgram, Dist. - Purba Bardhaman, Pin- 713144 (WB)

SCHEDULE – 'A'

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a)	Cash Credit	Rs.
b)	Overdraft	Rs.
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d)	Bills Discounting	Rs.
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6.	Confirmation receipt regarding deposit of title deeds Mortgage by deposit of title deeds	EMTD of title Deed No. I- 0202-04969 of year 2019	04.08.2020	Rs. 8,00,000

SCHEDULE – 'C'

(Please state the particulars of the immovable properties mortgaged to the Bank as stated in the documents having reference to the mortgage documents/deeds)

All the piece and parcel of land and building measuring 05 Satak (Decimal) with single storied building, nature Bastu situated at LR Plot No.138, LR Khatian No. 1238, JL No. 128 at Mouza- Jamtara under Bhalki Panchayet, PO- Amrargarh, PS- Ausgram, within ADSR Office of Guskara (A.D.S.R.O.) Dist.- Purba Bardhaman, Registered at D.S.R- II, Burdwan through Mortgage Deed no- I- 0202-04969 of year 2019, Registered Book no-I, Volume no- 0202-2019, Page from 103033 to 103050, Date of Registration- 09.09.2019 property in the name of Sk Aleya Begam w/o Sekh Jiyauddin, Vill – Jamtara, P.O- Amrargarh, P.S – Ausgram, Dist. Purba Bardhaman, Pin- 713155 (WB)

Land & Building Bounded by :

On the North Bounded by : Property of Sk Raisuddin
On the South Bounded by : Property of Ajijul SK Ansari
On the East Bounded by : Property of Sk Jiauddin
On the West Bounded by : 12 ft wide village Road

APPENDIX IV
{Refer Rule 8(1)}
POSSESSION NOTICE
(For Immovable Property)

Whereas,
The undersigned being the Authorized Officer of the **UCO BANK** under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) and in exercise of powers conferred under section 13 (12) read with Rule 3 of the Security Interest (Enforcement) Rule, 2002 issued a demand notice dated **18.11.2024** calling upon the borrower **Mrs. Aleya Begum W/O : Sekh Jiyauddin Vill: Jamtata PO: Amrargarh** & Co-borrower **Sk Jiyauddin S/O Sekh Asimuddin Vill: Jamtara PO: Amrargarh Purba Bardhman-713144** to repay the amount mentioned in the notice being **Rs.6,09,653.00 (Rupees Six lakh nine thousand six hundred fifty three only) as on 29.10.2024 inclusive of interest up to 29.06.2024 and interest there on** 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 property described herein below in exercise of power conferred on him under sub-section (4) of section 13 of act read with rule 8 of the Security Interest (Enforcement) Rule, 2002 on this the **10th day of February of the year 2025.**

The Borrower/Guarantor in particular and the public in general is hereby cautioned not to deal with the property and any dealing with the property will be subject to the charge of the **UCO BANK, Amrargarh Branch** for an amount of **Rs.6,09,653.00** (as on 29.10.2024) and further interest, incidental expenses, Cost & charges etc. thereon.

The borrower's 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.

Description of the Mortgaged Immovable Property

All the piece and parcel of land and building measuring 05 Satak (Decimal) with single storied building, nature Bastu situated at LR Plot No.138, LR Khatian No. 1238, JL No. 128 at Mouza-Jamtara under Bhalki Panchayet, PO- Amrargarh, PS- Ausgram, within ADSR Office of Guskara (A.D.S.R.O.) Dist.- Purba Bardhaman, Registered at D.S.R- II, Burdwan through Mortgage Deed no- I- 0202-04969 of year 2019, Registered Book no-I, Volume no. 0202-2019, Page from 103033 to 103050, Date of Registration- 09.09.2019 property in the name of Sk Aleya Begam w/o Sekh Jiyauddin, Vill – Jamtara, P.O- Amrargarh, P.S – Ausgram, Dist. Purba Bardhaman, Pin- 713155

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कृते यूको बैंक / For UCO BANK
प्राधिकृत अधिकारी / Authorised Officer
अंचल कार्यालय, दुर्गापुर / Zonal Office, Durgapur

Date: **10.02.2025**
Place: **Amrargarh**

Signature of Authorized Officer
Chief Manager, UCO Bank

APPENDIX IV
{Refer Rule 8(1)}
POSSESSION NOTICE
(For Immovable Property)

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The undersigned being the Authorized Officer of the **UCO BANK** under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002) and in exercise of powers conferred under section 13 (12) read with Rule 3 of the Security Interest (Enforcement) Rule, 2002 issued a demand notice dated **18.11.2024** calling upon the borrower **Mrs. Aleya Begum W/O : Sekh Jiyauddin Vill: Jamtata PO: Amrargarh** & Co-borrower **Sk Jiyauddin S/O Sekh Asimuddin Vill: Jamtara PO: Amrargarh Purba Bardhman-713144** to repay the amount mentioned in the notice being **Rs.6,09,653.00 (Rupees Six lakh nine thousand six hundred fifty three only) as on 29.10.2024 inclusive of interest up to 29.06.2024 and interest there on** 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 property described herein below in exercise of power conferred on him under sub-section (4) of section 13 of act read with rule 8 of the Security Interest (Enforcement) Rule, 2002 on this the **10th day of February of the year 2025.**

The Borrower/Guarantor in particular and the public in general is hereby cautioned not to deal with the property and any dealing with the property will be subject to the charge of the **UCO BANK, Amrargarh Branch** for an amount of **Rs.6,09,653.00** (as on 29.10.2024) and further interest, incidental expenses, Cost & charges etc. thereon.

The borrower's 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.

Description of the Mortgaged Immovable Property

All the piece and parcel of land and building measuring 05 Satak (Decimal) with single storied building, nature Bastu situated at LR Plot No.138, LR Khatian No. 1238, JL No. 128 at Mouza-Jamtara under Bhalki Panchayet, PO- Amrargarh, PS- Ausgram, within ADSR Office of Guskara (A.D.S.R.O.) Dist.- Purba Bardhaman, Registered at D.S.R- II, Burdwan through Mortgage Deed no- I- 0202-04969 of year 2019, Registered Book no-I, Volume no. 0202-2019, Page from 103033 to 103050, Date of Registration- 09.09.2019 property in the name of Sk Aleya Begam w/o Sekh Jiyauddin, Vill – Jamtara, P.O- Amrargarh, P.S – Ausgram, Dist. Purba Bardhaman, Pin- 713155

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On the West Bounded by	:	**12 ft wide village Road**

कृते यूको बैंक / For UCO BANK
प्राधिकृत अधिकारी / Authorised Officer
अंचल कार्यालय, दुर्गापुर / Zonal Office, Durgapur

Date: **10.02.2025**
Place: **Amrargarh**

Signature of Authorized Officer
Chief Manager, UCO Bank

To

Date: **15.02.2025**

1) Aleya Begum
W/o- Sekh Jiyauddin
Vill- Jamtara P.O- Amrargarh
Purba Burdwan, W.B- 713144 (Borrower)

2) Sk Jiyauddin
S/o- Sekh Asimuddin
Vill- Jamtara P.O- Amrargarh
Purba Burdwan, W.B- 713144 (Co-borrower)

Sir/Madam,

Sub – Notice under Section 13(8) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Rule 8(6) of the Security Interest (Enforcement) Rules 2002

Whereas the Authorised Officer of UCO Bank, the secured creditor, under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 2002 in exercise of powers conferred under the said Act and the Rules made there under, issued *demand-notice* dated **18-11-2024** calling upon you to discharge in full your liabilities to UCO Bank as stated therein within sixty (60) days from the date of receipt of the same.

As you the above named borrower/guarantor failed to discharge the liability in full as stated in the said *demand-notice*, UCO Bank has taken recourse to recover its dues, and its Authorised Officer has taken possession of the immovable secured asset under Section 13(4) of the said Act read with Rule 8 of Security Interest (Enforcement) Rules, 2002 on **10-02-2025** as described in the enclosed copy of the Possession-Notice dated **10-02-2025**.

As you have failed to liquidate Bank's entire dues, even after taking possession of the secured assets, you are requested to repay Bank's dues alongwith future interest, all costs, charges and expenses etc. within 30 days from the date of receipt of this notice and/or at any time before the date of publication of the notice for public auction etc. Thus, your attention is invited to redeem the secured assets in terms of Section 13(8) within the aforesaid stipulated time.

In case you fail to act in accordance with this notice, Bank will proceed further in terms of the provisions of the SARFAESI Act, 2002 and the Rules made thereunder to recover its dues along with future interest, costs, charges and expenses etc.

Please note that this is without prejudice to Bank's rights and contentions available under the law(s) for the time being in force.

Yours faithfully,
कृते यूको बैंक / For UCO BANK

प्राधिकृत अधिकारी / Authorised Officer
अंचल कार्यालय, दुर्गापुर / Zonal Office, Durgapur
Name – Abhinav Bharti
Designation – Chief Manager &
Authorised Officer- SARFAESI Act, 2002

Enclosure- as stated above.

यूको बैंक / UCO BANK
दुर्गापुर अंचल कार्यालय
DURGAPUR ZONAL OFFICE