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Indian Overseas Bank

Baguiati Branch

H/H-19/1 Mangalik Bhavan V.I.P Road, (Near 44 Bus Stand) PO: Ashwininagar ,Kolkata-700159 West Bengal Email id: iob2122@iob.in)

Demand notice to Borrowers / Mortgagors/ Guarantors
Under Sub-section (2) of section 13 of the SARFAESI Act, 2002

Place: Baguiati
Date: 16.05.2025

To,

Sl. No.	Borrowers with Address
1.	**MR.SABIR HOSSAIN MOLLA** S/o: Ayoub Ali Molla **Permanent/ Communication Address:** Village Khagra Sarengabad, under Sarengabad Gram Panchayat, Block – Canning II, P.S. Jibantala, P.O. J.S. Bad, Canning – II, District – South 24 Pargnas, West Bengal - 743376.

Dear Sir/ Madam,

Re.: Your Credit facilities with Indian Overseas Bank, Baguiati Branch

1. You, the above named borrower of our bank has availed the following credit facilities from our Baguiati Branch:

The details of credit facilities with outstanding dues are as under:

Sl. No	Nature of Facility	Limit (in Rs.)	Rates of Interest (including overdue interest) & rests	Last Interest Debit Date	Total dues* as on 15.05.2025 (in Rs.)
1.	Subhagruha Housing Loan-212203464000521	25,20,000.00	10.10% (including 2% overdue interest) with monthly rest.	07.05.2025	25,75,586.40
	Total	25,20,000.00			25,75,586.40

* With further interest from last interest debit date at contractual rates/rests will become payable from the date mentioned above till date of payment.

The credit facilities were secured by the assets mentioned below by way of Mortgage of property standing in the name of the borrower no (1).

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You have acknowledged from time to time the liabilities mentioned herein above through various documents executed by you.

2. The details of securities in favour of the Bank for the aforesaid credit facilities are:

Nature of security	Particulars of securities
1. Mortgage	All that piece and parcel of a self contained flat No. G1 on the Ground Floor measuring 860 Sqft super built up area more or less together with proportionate share of land measuring 6 cottahs more or less of the G+4 storied residential building named ''TRISHA APARTMENT' lying and situated at Mouza Behala, J.L. No. 2, R.S. No. 83, Touzi No:346, R.S. Dag No – 6591, R S Khatian No 955, within the local limits of Kolkata Municipal Corporation, Ward No-129, Premises No 189, 14 Gopal Mishra Road, Assessee No 411290201875, P.O.Parnasree, P.S. Parnasree(new)/Behala(old), Kolkata – 700034, West Bengal. Name of the Owner - **Sabir Hossain Molla** **<u>The Flat is bounded by:</u>** On the North by: Open to Sky On the South by: Open to Sky On the East by: Godown & Car Parking On the West by: Lift and Staircase. **<u>The property is bounded by:</u>** On the North by: 12 Ft wide KMC Road On the South by: Property of Subir Manna, Subodh Manna & Samir Manna On the East by: Property of Sital Chandra Das & Jugal Chandra Das On the West by: Property of Sushil Manna.

3 Consequent upon defaults committed by the above named borrower in payment of the principal debt / interest as per agreed terms, loan account mentioned above have been classified **as Non-Performing Asset on 08.05.2025** (date of classification as NPA) as per Reserve Bank of India guidelines and directives. Despite our reminders for regularization of your account, you have not repaid the overdue loans including interest thereon.

4. Since you the above named borrower referred under **Sl. No. 1** has failed to meet the liabilities in respect of the credit facilities duly secured by various securities mentioned above and upon classification of your account as a Non-Performing Asset, we hereby recall our advances to Sl No 1(1) of you and give you notice under sub-section (2) of section 13 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and call upon you to pay in full and discharge your liabilities to the bank aggregating to **Rs. 25,75,586.40 (Rupees Twenty Five Lakhs Seventy Five Thousand Five Hundred and Eighty Six and Paise Forty Only)** as detailed in para 1 above, with further interest @10.10%

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compounded with monthly rests as agreed, from the date mentioned above, **within 60 days from the date of receipt of this notice.**

5. We further give notice to the borrower namely Mr Sabir Hossain Molla, who has given non-agri securities enforceable under the SARFAESI Act and failing payment of the above amount in full with interest and charges etc till the date of payment, we shall be exercising all or any of the rights vested on us, under sub-section (4) of section 13 of the said Act.

6. Please note that interest will continue to accrue at the rates and rests as agreed for each credit facility until full repayment.

7. Your attention is also invited to sub-section (13) of section 13 of the said Act in terms of which you are restrained from transferring/alienating/shifting any of the secured assets referred to above by way of sale, lease or otherwise, without obtaining our prior written consent. Please also note that non-compliance / contravention of the provisions contained in the said Act or Rules made thereunder, is an offence which is punishable with imprisonment and/or fine as provided under section 29 of the Act.

8. We also put all of you on notice that if the account is not regularized/ repaid within the stipulated time and in case of the Bank classifying you as a willful defaulter as per RBI Guidelines, the Bank reserves its rights to publish your photograph in newspaper(s) with your name, address, details of default, dues etc., in accordance with RBI Guidelines besides initiating all recourses available to the Bank for recovery.

9. We also advise you that this demand notice is without prejudice to and shall not be construed as waiver of any other rights or remedies which we have for recovery of the above said dues as well as our right to make further demands in respect of sums due and payable by you.

10. Further, your attention is invited to provisions of Sub-section (8) of the Section 13 of the Act, in respect of time available to you, to redeem the secured assets.

Yours faithfully,

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