इंडियन बैंक इलाहाबाद Indian Bank ALLAHABAD

Zonal Office, Kolkata Central
4th & 5th Floor, Plot No.377 & 378
Block-GD, Sector-III, Salt Lake, Kolkata-700 106
Phone (033) 4025-9718
Branch: B K Pal Avenue Branch

DEMAND NOTICE

ANNEXURE I

Notice under Sec. 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002

Place: Kolkata
Date: 12.04.2023

From
Jay Shankar Kumar
Chief Manager
Authorised Officer
4th & 5th Floor, Plot No.377 & 378
Block-GD, Sector-III,
Salt Lake, Kolkata-700 106
Phone (033) 4025-9718

To

1. Mr. Pankaj Saha (s/o Paritosh Chandra Saha)
   Flat No G-A, 177, Dum Dum Park
   PO Bangur Avenue, Kolkata 700055

2. Mrs Papri Saha (w/o Pankaj Saha)
   Flat No G-A, 177, Dum Dum Park
   PO Bangur Avenue, Kolkata 700055

Sir,

Sub: Your loan account in the name of Mr Pankaj Saha and Papri Saha with Indian Bank (erstwhile Allahabad Bank), B K Pal Avenue Branch – Reg.

The first and second of you are individuals and mortgagors having offered your assets as security to the loan accounts availed by you.

At the request of both of you, in the course of banking business, the following facilities were sanctioned and were availed by you against mortgage of under mentioned property.

Nature of facility:	**Limit (Rs. in lakhs)**
1. TL A/c No. 50425933216	Sanctioned Limit Rs. 3.00 Lac
2. TL A/c No. 50402226918	Sanctioned Limit Rs. 22.50 Lac

कृते / For इंडियन बैंक Indian Bank इलाहाबाद ALLAHABAD

अधिकृत अधिकारी / Authorised Officer
अंचल कार्यालय, कोलकाता केंद्र / Zonal Office, Kolkata Central

इंडियन बैंक
इलाहाबाद

Indian Bank
ALLAHABAD

You have executed the following documents for the said facilities:

Nature of facility	Nature of document
TL A/c No. 50425933216 TL A/c No 50402226918	**1. Acknowledgement of sanction** **2.Demand Promissory Note** **3.Declaration by the Borrower Mortgagor on Affidavit** **4.Letter of Mortgagor confirming Deposit of Title Deeds**

The repayment of the said loans are secured by mortgage of

"All that one self contained residential flat (vitrified tiles/marble floor) on the ground floor, Flat No G-A (back side) having lift facilities, consisting of 2 bedrooms, 1 drawing-cum-dining space, 1 kitchen, 1 bathroom cum water closet and 1 balcony measuring about 764 sq ft Super Built up area together with common area and common spaces facilities and amenities attached thereto together with undivided impartible and variable proportionate share of the land measuring 5 cottah be the same or little more or less lying and situated at and being Premises No 177, Dum Dum Park, PS Lake Town, PO Bangur Avenue, Kolkata 700055 pertaining to Mouza- Shyam nagar (new) Krishnapur (old) , JL No 17 (old), 32/20 (new), CD/RS Dag No 51, Municipal holding No 237 (new), 172 (old), in Ward No 28 within local limits and jurisdiction of South Dum Dum Municipality, ADSR Office Bidhan Nagar, Salt Lake City, District North 24 Paraganas"

Despite repeated requests calling upon you to pay the amounts together with interest; all of you and each of you who are jointly and severally liable have failed and committed default in repaying the amount due. The loan account has been classified as Non Performing Asset since 09.03.2023 in accordance with directions/guidelines relating to asset classifications issued by Reserve Bank of India.

The outstanding dues payable by you as on 12.04.2023 amounts to **Rs. 2330524.00 (Rupees Twenty Three Lac Thirty Thousand Five Hundred Twenty Four Only)** and the said amount carries further interest at the agreed rate from 13.04.2023 till date of repayment.

The term borrower under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 means any person who has been granted financial assistance by Bank or who has given any guarantee or created any mortgage / created charge as security for the said financial assistance granted by the Bank.

Therefore, all of you and each of you are hereby called upon to pay the amount due as on 12.04.2023 viz- **Rs. 2330524.00 (Rupees Twenty Three Lac Thirty Thousand Five Hundred Twenty Four Only)** together with interest from this date till date of payment within 60 days from the date of this notice issued under Sec. 13(2) failing which Bank will be constrained to exercise its rights of enforcement of security interest without any further reference to you under the said Act. If you fail to discharge your liabilities in full within 60 days from the date of this notice, Bank shall be exercising its enforcement rights under Sec 13 (4) of the Act as against the secured assets given in the schedule hereunder.

कृते / For Indian Bank इलाहाबाद ALLAHABAD

अधिकृत अधिकारी / Authorised Officer
अंचल कार्यालय, कोलकाता केंद्र / Zonal Office, Kolkata Central

On the expiry of 60 days from the date of this notice and on your failure to comply with the demand, Bank shall take necessary steps to take possession for exercising its rights under the Act.

Please note that as per the provisions of Sec. 13 (13) of the Act no transfer of the secured assets (given in the schedule hereunder) by way of sale, lease or otherwise, shall be made after the date of this notice without the prior written consent of the bank.

Needless to mention that this Notice is addressed to you without prejudice to any other remedy available to the Bank. Please note that this notice is issued without prejudice to Bank's right to proceed with the proceedings/presently pending before DRT/RO of DRT/DRAT/Court and proceed with the execution of order/decree obtained/to be obtained.

"We draw attention to the provisions of Section 13(8) of the SARFAESI Act and the Rules framed there under which deals with your rights of redemption over the securities"

The Undersigned is a duly Authorised Officer of the Bank to issue this Notice and exercise powers under Section 13 aforesaid.

SCHEDULE

The specific details of the assets in which security interest is created are enumerated hereunder:

Mortgaged Assets:-

All that one self contained residential flat (vitrified tiles/marble floor) on the ground floor, Flat No G-A (back side) having lift facilities, consisting of 2 bedrooms, 1 drawing-cum-dining space, 1 kitchen, 1 bathroom cum water closet and 1 balcony measuring about 764 sq ft Super Built up area together with common area and common spaces facilities and amenities attached thereto together with undivided impartible and variable proportionate share of the land measuring 5 cottah be the same or little more or less lying and situated at and being Premises No 177, Dum Dum Park, PS Lake Town, PO Bangur Avenue, Kolkata 700055 pertaining to Mouza- Shyam nagar (new) Krishnapur (old) , JL No 17 (old), 32/20 (new), CD/RS Dag No 51, Municipal holding No 237 (new), 172 (old), in Ward No 28 within local limits and jurisdiction of South Dum Dum Municipality, ADSR Office Bidhan Nagar, Salt Lake City, District North 24 Paraganas.

Boundaries

On the North	:	Plot No 150
On the South	:	30'-0´wide road
On the East	:	Plot of 178
On the West	:	Plot of 176

1. Pankaj Saha
24/04/2023

कृते / For YOURS faithfully,
Indian Bank
इलाहाबाद ALLAHABAD

Authorised Officer
अधिकृत अधिकारी / Authorised Officer
अंचल कार्यालय, कोलकाता केंद्र / Zonal Office, Kolkata Central

2. Pabri Saha.
24/04/2023