DRAFT NOTICE

Date: 18.06.2025

To

1) SINHA ENTERPRISE (Borrower)
2) Mr. Swapan Sinha (Proprietor/Guarantor)

Address-3/1/12 P K Roy Chowdhury
1st lane, Shibpur, Howrah Pin-711103

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 Authorized Officer of UCO Bank, the secured creditor, under the Securitization and Reconstruction of Financial Assets end Enforcement of Security Interest (SARFAESI) Act. 2002 in exercise of powers conferred under the said Act and the Rules made thereunder, issued demand-notice dated **24.07.2006** calling upon you to discharge in full your liabilities to UCO Bonk as stated therein within sixty (60) days from the date of receipt of the same.

As you the above named borrowers/guarantors 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 Authorized 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 11.05.2012** as described in the enclosed copy of the Possession-Notice dated on **11.05.2012**.

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 along with future interest, all costs, charges and expenses etc. within 30 days from the dote 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,

(Seal & Signature)
Name- JOY DAS
Designation CHIEF MANAGER LAW
Authorised Officer-SARFAESI Act, 2002

Enclosure -as stated above.

AUTHORISED OFFICER
UCO BANK
ZONAL OFFICE, KOLKATA

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UCO BANK
Kolkata Regional Office
1, R N Mukherjee Road, 3rd floor
Kolkata - 700 001

NOTICE TO THE BORROWER

To
M/s Sinha Enterprise
Proprietor: Swapan Sinha
3/1/12 P K Roy Choudhury
1st By Lane, Shibpur, Howrah.

Date: 24/7/2006

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

Dear Sir(s),

At your request, you have been granted by the Bank, through its Sadanada Road Branch, the following 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 agreements(s)/documents(s) executed are stated in Schedule 'A' and 'B' respectively excluding pledge of movables. You have availed the said facilities with an undertaking for repayment of the said financial assistance in terms of the said agreements/documents. You have also created mortgage by way of deposit of title deeds/Registered mortgages etc. 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 confirmation of balances and revival letters and other documents from time to time. The aforesaid financial assistance/credit facilities have become irregular and the debt has been classified as a non performing assets in accordance with the directives/guidelines relating to asset classification issued by the Reserve Bank of India consequent to the default committed by you in repayment of principal debt and interest thereon. The said financial assistance is also secured by the personal guarantee of (1) Sri Swapan Sinha. Despite repeated demands, you have failed and neglected to repay the said dues/ outstanding liabilities.

Therefore, the Bank hereby calls upon u/s 13(2) of the said Act by issuing this notice to discharge your liabilities stated hereunder to the Bank within 60 days from the date of this notice. Your liabilities in the aggregate due and owing to the Bank is in the sum of Rs. 10,25,380.21 (Rupees Ten Lacs twenty five thousand three hundred eighty and paise twenty one only) as on 31.03.2006.
You are also liable to pay future interest at the contractual rate on the aforesaid amount and all other expenses, cost, charges etc. Rs. 10,25,380.21 (Rupees Ten Lacs twenty five thousand three hundred eighty and paise twenty one only) as on 31.03.2006 with further interest and incidental expenses, costs, charges etc.
In the event of your failure to discharge your liabilities in full within the time specified in 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 of the Act.
You shall not transfer by sale lease or otherwise any part of the secured assets detailed in schedule 'C' hereunder without obtaining written consent of the bank.

The Bank reserves its rights to call upon you to repay the above liabilities that may arise on account of Bills Discounted, Bank Guarantees and letter of Credit issued and established on your behalf by the Bank in future.
This notice is without prejudice to the bank's rights to initiate such other actions or legal proceedings as may be necessary under any other applicable provisions of law.

Yours faithfully,

AUTHORISED OFFICER

SCHEDULE – A

..No.	Nature of facility	Outstanding inclusive of interest as on 31.03.2006
(a)	Cash Credit	Rs. 10,25,380.21
(b)		
	Aggregate Outstanding	Rs. 10,25,380.21

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
1	A-1	Promissory Note	30.12.2003	9.50 Lacs
2	A-47	Letter of waiver	30.12.2003	9.50 Lacs
3	A-3	Letter of continuity	30.12.2003	9.50 Lacs
4	A-9	Letter of Hypothecation	30.12.2003	9.50 Lacs
5	A-21A	Letter of Guarantee	30.12.2003	9.50 Lacs
6	EMTD		03.02.2003	9.50 Lacs
7	Confirmation of deposit of Title deed		07.03.2003	

SCHEDULE – 'C'

PART – I

(Please mention all the hypothecated properties, viz. Current Assets including Stocks, Book Debts, Consumable Stores & Spares and Hypothecated Movable Plant & Machinery, etc. mentioned in the

SCHEDULE – 'B'

PART – I

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

Deed No. 2705 dt. 12.06.2001 Regd. At ADSRO Howrah, Volume No. 60, Being No. 4, Page No.
Situate at Ground floor having 561.47 sq. ft. Forming 16/6 Anwal Road, Shibpur Municipal Holding No.
Owner of the flat Sri. Swapan Sinha

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Inspection Report
of the Mortgaged Asset of
A/c. M/s. Sinha Enterprise

Mortgaged Property Details:

Deed No. 2705 Dt. 12.06.2001 Regd. At ADSRO Howrah, Volume NO. 60, Being No. 49, Page No. 33 to 49 One flat at Ground Floor having 561.47 Sq. Ft. Flat No. 162/6, Andul Road, Shibpur, Howrah, Holding No. 162/6 Owner of the flat Sri Swapan Sinha.

Observation

On 30-12-2011 a team from Galaxy visited the mortgaged property in the Account of Sinha Enterprise at the address 162/6 Andul Road near Gaskine Bazaar. On reaching the site the team met the caretaker of the building. The team disclosed their identity & stated the purpose of their visit. The team then asked the caretaker to identify the mortgaged flat which was in the name of Mr. Swapan Sinha. Accordingly the caretaker accompanied the team to the mortgaged property which was at the ground floor. On reaching there the team knocked on the door of the property. A lady opened the door. The team disclosed their identity & stated the purpose of the visit. From her the team came to know that presently a person named Mr. Apurbo Kr. Deb resides in that flat along with his family. On hearing the team the family member of Mr. Deb was surprised & informed the team that they were not at all aware of the Loan A/c. Then the team asked for the phone number of Mr. Apurbo Kr. Deb, which the family members could not provide. Instead they provided the phone no. of the daughter of the borrower i.e 9830842017. Then the team contacted the daughter of the borrower over the phone. The team disclosed their identity & stated the purpose of the call. On hearing the team she informed that the flat was also financed by SBI (Bhawanipore Branch) & the loan was carried out in the name of Mr. Apurbo Kr. Deb. She also informed that they are regularly paying an EMI of Rs.2,500/-. He also informed the team that they have the Tax Certificate & also the Mutation Certificate in the name of Mr. Apurbo Kr. Deb. After hearing her the team moved to the residential address of the borrower which is at 3/1/12 P.K Roychoudhury Lane, Shibpur, Howrah. On reaching the site the team noticed that some were residing at that flat. From them the team to know that the mortgaged property has already been disposed off by Bank Of Baroda (Howrah Branch). The team also came to know that the buyer i.e the present owner of the flat resides in that flat with his family. From them the team came. Then the team asked for the present address of the borrower Mr. Swapan Sinha. But the people couldn't help them on this matter. But they informed that Mr. Sinha has left that flat since 3 years. Then the team left the site.

Date: 15-05-2012

For GALAXY ASSET MANAGEMENT PVT. LTD.

Chairman & Managing Director

Authorised Signatory

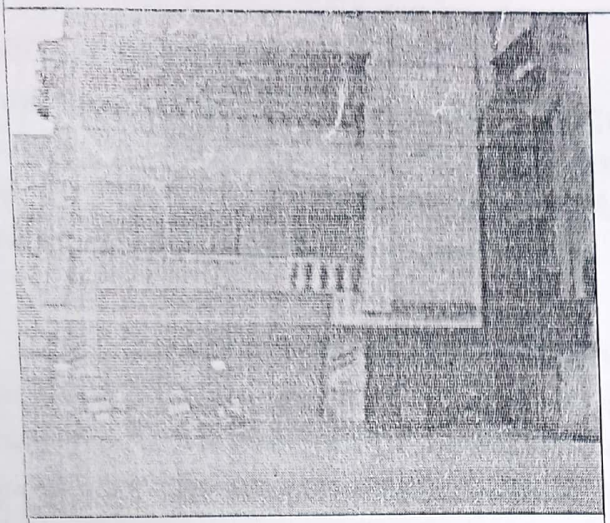
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Galaxy Asset Management Pvt. Ltd.

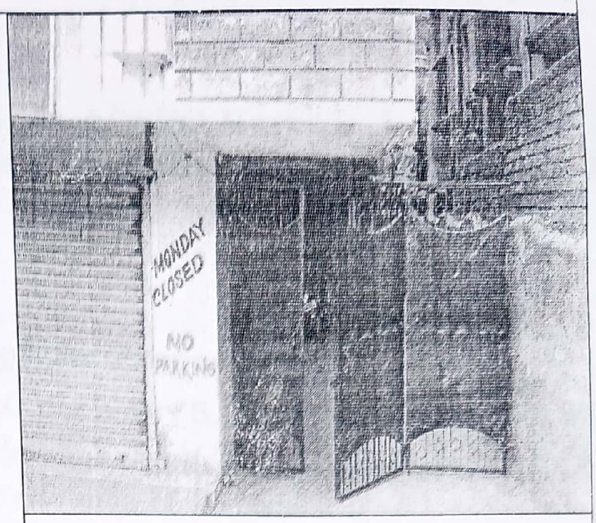
Photographs taken at the time of survey on 30-12-2011

A/c. M/s. Sinha Enterprise

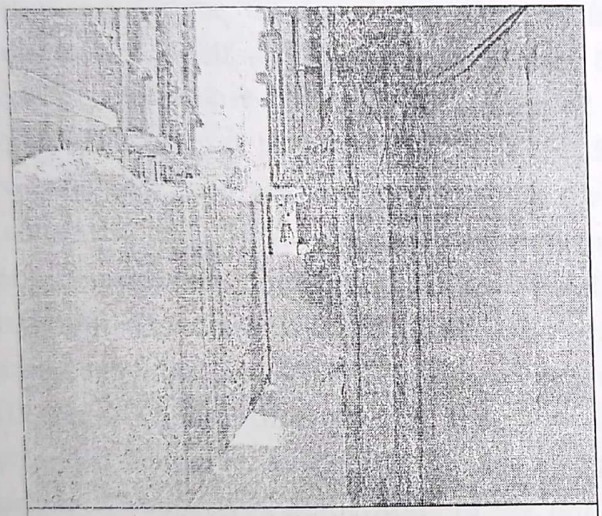
Mortgaged property at: 162/6 Andul Road near Gaskine Bazaar, Shibpur, District - Howrah- 711103.



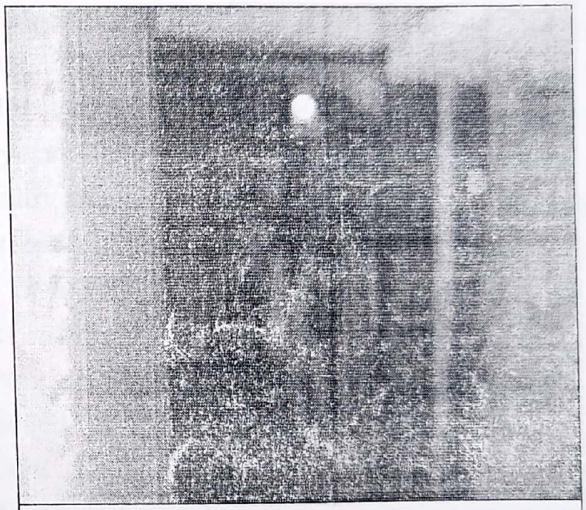
Front View of the building consisting of the mortgaged flat



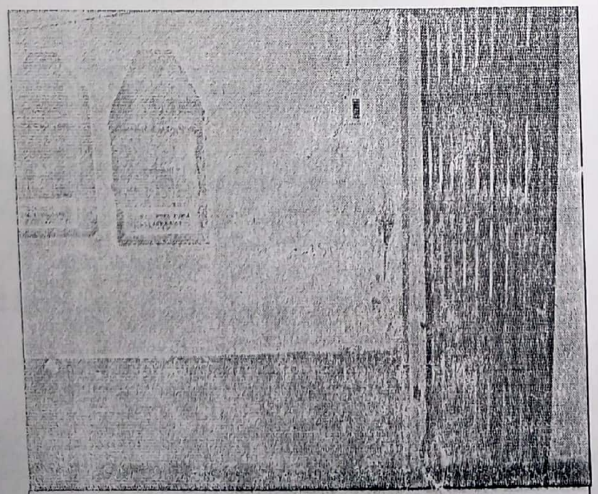
Main entrance of the building



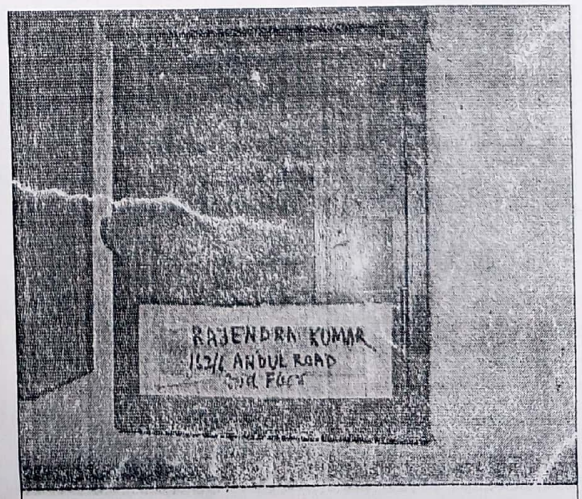
Common passage of the building



Main door of the mortgaged flat



Side view of the mortgaged flat



Address proof

ASSET MANAGEMENT PVT. LTD.

Chairman & Managing Director

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Report on taking Symbolic Possession of the Mortgaged Asset of **A/c. M/s. Sinha Enterprise**

Mortgaged Property Details:

Deed No. 2705 Dt. 12.06.2001 Regd. At ADSRO Howrah, Volume NO. 60, Being No. 49, Page No. 33 to 49 One flat at Ground Floor having 561.47 Sq. Ft. Flat No. 162/6, Andul Road, Shibpur, Howrah, Holding No. 162/6 Owner of the flat Sri Swapan Sinha.

Brief Description of the Proceedings:

On 11-05-2012, the Authorised Officer of UCO Bank, Mr. B.C. Dutta along with the Galaxy team visited the mortgaged property in the account of M/s. Sinha Enterprise at 162/6, Andul Road, Shibpur, District - Howrah. At the time of Inspection it was noted that the Mortgaged Property was a flat at the ground floor of a G+3 residential property. On reaching the site the team knocked on the door of the property. A man opened the door. The Authorized Officer disclosed his identity & stated the purpose of the visit. The man introduced himself as Mr. Apurba Kumar Dev, brother-in-law of Mr. Swapan Sinha the borrower. Mr. Apurba Kumar Dev informed the Authorized Officer that he along with his family is residing at that address since last 5 years. The Authorised Officer then asked Mr. Dev as to how they are thinking to settle the loan account. He told that they are interested to settle the account and promised the Authorized Officer that he and Mr. Swapan Kumar Sinha, would visit the branch on 14-05-2012 & meet the Branch Manager to discuss the settlement. The team then asked for the contact number of his son Mr. Rupak Dev which he readily provided i.e. **8017379481**. Considering the good gesture of the borrower the Authorized Officer directed the team to proceed with the Symbolic Possession of the Mortgaged Property. Accordingly the team affixed the 13(4) Notice on the front side of the Mortgaged Property. Photographs of the entire proceedings were taken. The team then left the site.

Date: 15-05-2012

ASSET MANAGEMENT PVT. LTD.

Chairman & Managing Director

Authorised Signatory

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FINANCINING SADANANDA ROAD BRANCH

APPENDIX-IV

[RULES 8(1)]

POSSESSION NOTICE

Whereas

The undersigned being the **Authorised Officer** of the **UCO Bank** Under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under section 13(12) read with rules 9 of the Security Interest (Enforcement) rules, 2002 issued demand notice dated **24-07-2006** calling upon the borrower **A/c. M/s. Sinha Enterprise** Prop. Mr. Swapan Sinha at 3/1/12, P.K. Roy Choudhury, 1st By Lane, Shibpur, Howrah to repay the amount mentioned in the notice being **Rs. 10,25,380.21 (Rupees Ten Lacs Twenty Five Thousand Three Hundred Eighty and Paisa Twenty One only)** and interest thereon together with incidental expenses, cost, charges etc., 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 the powers conferred on him/her under section 13(4) of the said ordinance read with rule 9 of the said rules on this ...11th... **Day** of .....May.. the year **20**12..

The Borrower in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subjected to the charge of the **UCO Bank** for an amount of **Rs. 10,25,380.21 (Rupees Ten Lacs Twenty Five Thousand Three Hundred Eighty and Paisa Twenty One only)** and interest thereon together with incidental expenses, cost, charges etc.

DESCRIPTION OF THE IMMOVABLE / MOVABLE PROPERTY

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AUTHORISED OFFICER
UCO BANK
ZONAL OFFICE, KOLKATA

DATE: 11.05.2012

PLACE: Howrah

AUTHORISED OFFICER
UCO BANK

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FINANCINING SADANANDA ROAD BRANCH

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AUTHORISED OFFICER
UCO BANK
ZONAL OFFICE, KOLKATA

DATE: 11.05.2012

PLACE: Howrah

AUTHORISED OFFICER
UCO BANK

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AUTHORISED OFFICER
UCO BANK
ZONAL OFFICE, KOLKATA

DATE: 11.05.2012

PLACE: Howrah

AUTHORISED OFFICER
UCO BANK

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