Branch

इंडियन बैंक इलाहाबाद | Indian Bank ALLAHABAD

INDIAN BANK ZONAL OFFICE PLOT NO-377-378, BLOCK GD , SECTOR III, SALT LAKE KOLKATA-700106

Ref No: ZOP/SARFAESI/23-24/227

Date:19.03.2024
Place: Kolkata

DEMAND NOTICE

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

From
Chief Manager & Authorized Officer
Indian Bank
To,

APSARA SAREE prop- KANHAYA PARASRAMPURIA, 29 SHIVTOLLA STREET , KOLKATA , WEST BENGAL 700007	*MR. KANHAIYA PARASRAMPURIA, son of Sri Deoki Nandan parasrampuria, residing at 69/1, Nimtala Ghat Street, Police Station Jorabagan, P.O- Bidhan Street, Kolkata 700 006*

Dear Sir/Madam,

Sub: Your LOAN ACCOUNT M/S *APSARA SAREE (Prop- KANHAYA PARASRAMPURIA),* MICRO-SMALL-ENT-OCC-REPO Account/s no. 6384157949 , 6888072721 & 7143247037 **with Indian Bank Rabindra sarani branch – Reg.**

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The 1st you are proprietary concern. The 2nd of you are Proprietor of the firm at all material times. The 1st of you are the mortgagor(s) having offered their assets as security to the loan accounts availed by the 1st of you.

At the request of the 1st of you, in the course of banking business, the following facilities were sanctioned and were availed by 1st of you

Nature of facility:	*Limit*
Nature of facility: - **MICRO-SMALL-ENT-OCC-REPO Account/s no. 6384157949**	***Limit - Rs.34.00 Lakhs***
MSME-IND GECLS COVID-REPO- 6888072721	***Limit- Rs.6.50 Lakhs***
MSME_GECLS 1.0_EXTN-REPO-7143247037	***Limit-Rs.3.80 Lakhs***

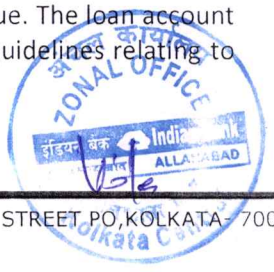
The first & second of you have executed the following documents for each of the said facilities:

Nature of facility	Nature of document
MICRO-SMALL-ENT-OCC-REPO Account/s no. 6384157949 MSME-IND GECLS COVID-REPO- 6888072721 MSME_GECLS 1.0_EXTN-REPO-7143247037	*1. Sanction Ticket dated 20.12.2017 & acknowledgment of Terms & conditions of the Sanction Tickets* *2. Demand Promissory Note* *3. D-32 dated 22.12.2017 letter of Mortgagor confirming deposit of Title Deed for creation of Mortgage.*
	4.D-105 Agreement to open cash credit *5. D-57 dt 20.12.2017 Agreement of Guarantee* *6. F-164,F-82,F-172,F-189 etc*

The repayment of the aforesaid loans is personally guaranteed by 2nd of you by executing an agreement of guarantee dated 20.12.2017. The repayment of the said loans is secured by mortgage/hypothecation of below mentioned property The repayment of the said loans are secured by mortgage/hypothecation of property(ies) at **AT Premises No. 75 G.T. Road (North), under Police Station Golabari, Post Office Salking within the Howrah-13-16) Municipal Corporation, Pin No- 7111061** as given in the schedule hereunder belonging to you.

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 29/06/2023 in accordance with directions/guidelines relating to asset classifications issued by Reserve Bank of India.

* * * The outstanding dues payable by you as on 19/03/2024 is as under:



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Account No	Book balance	Interest	Total
6384157949	Rs. 3372083.76	Rs.1659739.24	Rs. 5031823.00
6888072721	Rs.640440.00	Rs.166499.00	Rs. 806939.00
7143247037	Rs.380000.00	Rs.83134.00	Rs.463134.00
	Total		**Rs. 6301896.00**

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 16.03.2024 is Rs. 6301896.00 **(Rupees Sixty-Three Lakhs one thousand eighty-six 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.

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.

Please note that the Bank reserves its right to call upon you to repay the liabilities that may arise under the outstanding bills discounted, Bank guarantees and letters of credit issued and established on your behalf as well as other contingent liabilities.

"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 Authorized 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:

ALL THAT piece and parcel of Flat on the North Western Side of the 5th floor measuring at about 880.77 Sq. Ft. of Super Built Up Area, Consisting with 2 Bed Room,, 1Living cum Dining Room, 1 Kitchen, and 1 Toilet, and a Balcony, Floor Mosaic, together with undivided proportionate share in the land, all lying and situated at Premises No. 75 G.T. Road (North), under Police Station Golabari, Post Office Salking within the Howrah Municipal Corporation, Pin No-711106, ward no-15 together with undivided proportionate impartible share in all common [parts and with right to use the same in common with others and undivided proportionate impartiable share in the "Said Premises .Owner: *MR. KANHAIYA PARASRAMPURIA,* Boundary of the Flat: On the North: Open To Sky, On the South : Open To Sky,On the East : Stair case and Lobby,On the West: Open To Sky,

Boundary of the Building: On the North : Property of 71. G.T.Road,On the South : Property of 74 G.T.Road,On the East : Property of 72. G.T.Road,On the West: G.T.Road (North)

Hypothecated assets: - Exclusive Hypothecation charge on entire stocks & book debts and other current assets of the firm both present & future

Yours faithfully,

इंडियन बैंक Indian Bank ALLAHABAD

Authorised Officer

Indian Bank

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