इण्डियन बैंक इलाहाबाद 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: Kolkata GLT Road

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: 05.11.2022

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. M/s Swapna Medical Agency
   328/1/A/2, Maharaja Nanda Kumar Road, PO & PS , Baranagar, Kolkata-700036
2. Mr Angshuman Paul (Proprietor)
   7, Kali Prasanna Nyaratna Lane, PO & PS Baranagar, Kolkata 700036
3. Mr Tridib Kumar Paul (Guarantor)
   7, Kali Prasanna Nyaratna Lane, PO & PS Baranagar, Kolkata 700036

Sir

Sub: Your loan account in the name of Swapna Medical Agency (prop: Angshuman Paul) with Indian Bank (erstwhile Allahabad Bank), Kolkata GLT Road Branch – Reg.

The first of you is a Firm. The 2nd of your is the proprietor/mortgagor having offered their assets as security. The 3rd of you is the guarantor having offered his personal guarantee to the loan accounts availed by the first of you.

At the request of all of you, in the course of banking business, the following facilities were sanctioned and were availed by first of you.

Nature of facility:	Limit (Rs. in lakhs)
1. OCC A/c No. 50302974843	Sanctioned Limit Rs. 20.00 Lac
2. MSME IND GECLS A/c No: 58001035205	Sanctioned Limit Rs. 3.77 Lac
3. TL A/c No: 7033072433	Sanctioned Limit Rs. 2.72 Lac

Jay Shankar Kumar 14.11.2022

14.11.2022

The 1st,2nd and 3rd of you have executed the following documents for each of the said facilities:

Nature of facility	Nature of document
OCC A/c No. 50302974843: Sanctioned Limit Rs. 20.00 Lac MSME IND GECLS A/c No: 58001035205: Sanctioned Limit Rs. 3.77 Lac TL A/c No: 7033072433: Sanctioned Limit Rs. 2.72 Lac	**1. Acknowledgement of sanction 2.Acknowledgement of Debt dated 30.03.2020 3. Guarantor Agreement 5. 7. Letter of Mortgagor confirming Deposit of Title Deeds**

The repayment of the aforesaid loans is personally guaranteed by No 3rd of you by executing an agreement of guarantee dated 06.07.2020.

The repayment of the said loans are secured by mortgage of

"Equitable mortgage flat no-G2 (ground floor, east side), Holding No 328/1A/2, Maharaja Nanda Kumar Road, Police Station-Baranagar, Kolkata 700036, ADSR Cossipore, Dum Dum Kolkata 700036"

and

Hypothecation of Stock, Book Debts belonging to M/s Swapna Medical Agency.

You have acknowledged the indebtedness in respect of the aforesaid facilities from time to time. The last such acknowledgement was issued in our favour for Rs. 19,01,873/-(Rupees Nineteen Lakhs One Thousand Eight Hundred and Seventy Three Only) on **30.03.2020.**

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 28/08/2022 in accordance with directions/guidelines relating to asset classifications issued by Reserve Bank of India.

The outstanding dues payable by you as on 04/11/2022 amounts to **Rs. 26,14,122.00 (Rupees Twenty Six Lakhs Fourteen Thousand One Hundred and Twenty Two Only)** together with interest from this date till date of payment within 60 days from the date of and the said amount carries further interest at the agreed rate from 05/11/2022 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 04/11//2022 viz- **Rs. 26,14,122.00 (Rupees Twenty Six Lakhs Fourteen Thousand One Hundred and Twenty Two 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.

"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 a piece and parcel of a self contained flat in and bearing No G-2 on the Ground Floor having super built up area 326 sq ft in the already constructed four storied building together with the piece and parcel of bastu Land admeasuring an area of 2 cottah 7 chittack & 33 sq ft be the same a little more or less lying and situated in Municipal Holding No 462/2 corresponding to Premises No 328/1A/2G2, Maharaja Nanda Kumar Road, Police Station-Baranagar, Kolkata 700036, ADSR Cossipore, Dum Dum within Ward No 33 of Baranagar Municipality, Dist North 24 Paraganas

Boundaries

On the North	:	By Municipal Lane
On the South	:	By Land of Maya Basu
On the East	:	By Landand Building of Ajit Kumar Manna
On the West	:	By 4' feet Common Passage

Hypothecation of Stock & Book Debts belonging to M/s Swapna Medical Agency

Yours faithfully,

Authorised Officer
Indian Bank