केनरा बैंक Canara Bank

सिंडिकेट Syndicate

REGIONAL OFFICE, SURAT

DEMAND NOTICE [SECTION 13(2)] TO BORROWER/GUARANTOR/MORTGAGOR

Ref: SRTRO/13(2)/OCT2025/DDK/KADODARA **Date: 31.07.2026**

To,

SN	BORROWER/S / CO-BORROWER/s	SN	GUARANTOR/S
1.	DEVKUBEN DHAEMESHBHAI KATARIYA ADD 1 : VALTHAN,95, SARJAN ROW HOUSE, VALTHAN,SURAT,GUJARAT-394325 ADD 2: A-111-1,HARIDHAM SOCIETY (1292 TO 2576) MAGOB, TALUKA SURAT, DIST-SURAT,GUJARAT-395010 ADD3: PLOT NO B/95, SARJAN ROW HOUSE,VILLAGE-VALTHAN,TALUKA-KAMREJ,DIST-SURAT,GUJARAT	1.	VELJIBHAI BACHUBHAI KATARIYA ADD 1: PLOT NO 332,DHRUVPARK SOCIETY , NEAR NAHER ROAD,DIST-SURAT,GUJARAT,394211
2.	DHARMESHKUMAR KALUBHAI KATARIYA ADD 1: A-111-1,HARIDHAM SOCIETY (1292 TO 2576) MAGOB, TALUKA SURAT, DIST-SURAT,GUJARAT-395010 ADD 2: VALTHAN,95, SARJAN ROW HOUSE, VALTHAN,SURAT,GUJARAT-394325		

Dear Sir,

Sub: Notice issued under Section 13(2) of the Securitisation & Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002.

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The undersigned being the Authorized Officer of **Canara Bank, KADODARA Branch** (hereinafter referred to as "the secured creditor"), appointed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (hereinafter referred as the "Act") do hereby issue this notice to you as under:

That Sri/Smt/M/s **DEVKUBEN DHAEMESHBHAI KATARIYA** (hereinafter referred to as "the Borrower") and Sri **DHARMESHKUMAR KALUBHAI KATARIYA** (hereinafter referred to as "the Co-Borrower") has availed credit facility / facilities stated in the **Schedule A** hereunder and have entered into the security agreement/s in favour of the secured creditor. While availing the said financial assistance, you have expressly undertaken to repay the loan amount/s in accordance with the terms and conditions of the above-mentioned agreements.

That Sri/Smt/M/s **VELJIBHAI BACHUBHAI KATARIYA** (hereinafter referred to as "the Guarantor") has guaranteed the payment on demand of all moneys and discharge all obligations and liabilities owing or incurred to the secured creditor by the Borrower for credit facilities up to the limit of **Rs.15,00,000/- (Rupees FIFTEEN LAKH ONLY)** with interest thereon.

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You (The person mentioned in schedule B) are also entered into agreements against the secured assets, which are detailed in Schedule B hereunder.

However, from **MAY-2026** the operation and conduct of the said financial assistance / credit facilities have become irregular. The books of account maintained by the secured assets shows that the liability of the Borrower towards the secured creditor as **on 31/07/2026, amounts to Rs. 12,85,762.86/- (Rupees Twelve Lakh Eighty-Five Thousand Seven Hundred Sixty-Two and Paisa Eighty-Six Only) + further Interest and charges less recovery thereon**, the details of which together with future interest rate are stated in **Schedule C** hereunder. It is further stated that the Borrower/Guarantor having failed to keep up with the terms of the above said agreement in clearing the dues of the secured creditor within the time given and have been evasive in settling the dues. The operation and conduct of the above said financial assistance / credit facility/ies having come to a standstill and as a consequence of the default committed in repayment of principal debt/ instalment and interest thereon, the secured creditor was constrained to classify the debt as **Non-Performing Asset (NPA) as on 31/07/2026** in accordance with the directives/guidelines relating to asset classification issued by the Reserve Bank of India.

The secured creditor through this notice brings to your attention that the Borrower has failed and neglected to repay the said dues/ outstanding liabilities and hence hereby demand you under Section 13(2) of the Act, by issuing this notice to discharge in full the liabilities of the Borrower as stated in **Schedule C** hereunder to the secured creditor **within 60 days from the date of receipt of this notice**. Further, it is brought to your notice that you are also liable to pay future interest at the rate of **11.10 % [{BASE RATE + 2 % (Penal Interest)}, Present BASE RATE 9.10 %]** per annum together with all costs, charges, expenses, penal interest and incidental expenses with respect to the proceedings undertaken by the secured creditor in recovering its dues.

Please take note of the fact that if you fail to repay to the secured creditor the aforesaid sum of **Rs. 12,85,762.86/- (Rupees Twelve Lakh Eighty-Five Thousand Seven Hundred Sixty-Two and Paisa Eighty-Six Only) as on 31/07/2026 + further Interest and charges less recovery thereon** together with further interest (**as stated in schedule C**) and incidental expenses and costs as stated above in terms of this notice under Section 13(2) of the Act, the secured creditor will exercise all or any of the rights detailed under sub-section (4)(a) and (b) of Section 13, the extract of which is given here below to convey the seriousness of this issue:

13(4)- In case the Borrower/Guarantor fails to discharge liability in full within the period specified in sub-section (2), the secured creditor may take recourse to one or more of the following measures to recover his secured debt, namely;

(a) Take possession of the secured assets of the Borrower/Guarantor including the right to transfer by way of lease, assignment or sale for realizing the secured asset;

(b) Take over the management of the business of the Borrower including the right to transfer by way of lease, assignment or sale for realizing the secured asset:

Provided that the right to transfer by way of lease, assignment or sale shall be exercised only where the substantial part of the business of the Borrower is held as security for the debt;

Provided further that where the management of whole of the business or part of the business is severable, the secured creditor shall take over the management of such business of the

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Internal

borrower which is relatable to the security for the debt and under other applicable provisions of the said Act.

Your attention is invited to provisions of sub-section (8) of Section 13 of the Act, in respect of time available, to redeem the secured assets.

You are also put on notice that in terms of **Section 13(13) the Borrower/Guarantor shall not transfer by way of sale, lease or otherwise the said secured assets detailed in Schedule B hereunder without obtaining written consent of the secured creditor**. It is further brought to your notice that any contravention of this statutory injunction/ restraint, as provided under the said Act, is an offence and if for any reason, the secured assets are sold or leased out in the ordinary course of business, the sale proceeds or income realized shall be deposited with the secured creditor. In this regard you shall have to render proper accounts of such realization / income. This notice of Demand is without prejudice to and shall not be construed as waiver of any other rights or remedies, which the secured creditor may have including further demands for the sums found due and payable by you.

This is without prejudice to any other rights available to the secured creditor under the Act and/or any other law in force.

Please comply with the demand under this notice and avoid all unpleasantness. In case of non-compliance, further needful action will be resorted to, holding you liable for all costs and consequence.

Thanking you

Yours faithfully,

कृते केनरा बैंक / FOR CANARA BANK

प्राधिकृत अधिकारी / AUTHORISED OFFICER

AUTHORIZED OFFICER

Internal

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सिंडिकेट Syndicate

REGIONAL OFFICE, SURAT

SCHEDULE -A

[Details of the credit facility/ies availed by the Borrower]

SN	Loan No.	Nature of Loan/Limit	Date of Sanction	Amount (Rs)
1	71727740000425	HOUSING LOAN	21/11/2013	15,00,000/-

SCHEDULE -B

[Details of security assets]

Details of movable assets

SN	Description	Name of the title holder
1.	NA	NA

Details of Immovable Assets

SL	Nature	Name of the title holder
1.	All that piece and parcel of the Immovable Property bearing Plot No. 95 as per Revenue Survey No 128,129 and 130 which is uncultivated land registered from Block No 136, which has a total area of 11,654 Square meters. Out of the Open plots provided for residential purposes in the society known as " SARGEON ROW HOUSE" planned in the uncultivated land, booking plot no 95(Which is plot no B/95 as per the passing plan), which has an approximate area of 80.00 Square Meter (which is approximately 97.84 Square meters as per KJP 7/12) at Moje Village-Valthan, Taluka-Kamrej, Dist-Surat, Gujarat inclusing all rights, interests and privileges from the sky to the abyss is under the control of the landowner. Boundaries : North : Plot No 84, South : Adjoining Internal road East : Plot No 94, West : Adj Boundary of Internal Road of Society	MRS DEVKUBEN DHARMESHBHAI KATARIYA
	AS PER SALE DEED	
	CERSAI Registration No- 400006499456	

SCHEDULE - C

[Details of liability as on 31/07/2026]

Sl No	Loan No	Nature of Loan/Limit	Principal	Interest and other charges	Total Liability	Rate of Interest
1	71727740000425	HOUSING LOAN	12,44,555.87/-	41,207.29/-	Rs. 12,85,762.86/- (Rupees Twelve Lakh Eighty-Five Thousand Seven Hundred Sixty-Two and Paisa Eighty-Six Only)	11.10%
		Total			Rs 12,85,762.86/-	

कृते केनरा बैंक FOR CANARA BANK

प्राधिकृत अधिकारी / AUTHORISED OFFICER