केनरा बैंक Canara Bank

CERSAI ID-400074557180

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

**REF: SITARGANJ/13(2) GSM ENGINEERING/NPA/2026** **DATE: 05.05.2026**

**To**

**M/s GSM Engineering (Borrower)**
**Proprietor Haidar Ali,**
**Khasra no 190 min Vill Guladiya Kashipur**
**Uttarakhand-244713**
**Mob-8057097223**

**Mr Haidar Ali S/o Mr Mo Umar (Borrower & Mortgagor)**
**Vill Guladiya Kashipur**
**Udham Singh Nagar -244713**
**Mob-8057097223**

**Dear Sir,**

**SUB: NOTICE ISSUED UNDER SECTION 13(2) OF THE SECURITISATION & RECONSTRUCTION OF FINANCIAL ASSETS & ENFORCEMENT OF SECURITY INTEREST ACT, 2002.**

The undersigned being the Authorized Officer of **CANARA BANK, SME KASHIPUR Branch** (hereinafter referred to as "the secured creditor"), appointed under the Securitization 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 **M/s GSM Engineering and Mr Haidar Ali S/o Mr Mo Umar** (hereinafter referred to as "the Borrower") has availed credit facility stated in the **Schedule A** hereunder and has 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 **M/s GSM Engineering and Mr Haidar Ali S/o Mr Mo Umar** (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. 13,00,000.00 (Rupees Thirteen Lakh Only)** with interest thereon.

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

However, 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 **05.05.2026** amounts to **₹13,35,766.53 (Rupees Thirteen Lakhs Thirty five Thousand Seven Hundred Sixty Six and fifty three paisa Only)** 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/ installment and interest thereon, the secured creditor was constrained to classify the debt as Non Performing Asset (NPA) as on **01.05.2026** 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 **10.10% + 2%** penal interest per annum monthly rest together with all costs, charges, expenses 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 **₹13,35,766.53 (Rupees Thirteen Lakhs Thirty five Thousand Seven Hundred Sixty Six and fifty three paisa Only)** together with further interest 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:

केनरा बैंक CANARA BANK वसूली अनुभाग Recovery Section क्षेत्रीय कार्यालय, हल्द्वानी Regional Office, Haldwani

केनरा बैंक Canara Bank

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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 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

भवदीय प्राधिकृत अधिकारी/Authorised Officer

**AUTHORISED OFFICER**
**CANARA BANK**

केनरा बैंक CANARA BANK वसूली अनुभाग Recovery Section Regional Office, Haldwani क्षेत्रीय कार्यालय, हल्द्वानी

केनरा बैंक Canara Bank

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## SCHEDULE – A

**[Details of the credit facilities availed by the Borrower]**

| S.No. | Loan No. | Nature of Loan/Limit | Amount |
|---|---|---|---|
| 1. | 125002773763 | Working Capital (CC/OD) | Rs. 13,00,000.00 |
| | | **Total** | **Rs. 13,00,000.00** |

## SCHEDULE – B

**[Details of security assets]**

| S.No. | Immovable | Name of Title Holder |
|---|---|---|
| 1. | Mr Haidar Ali S/o Mo Umar Khasra no 190 Min Mauza -Guladiya Teh Kashipur Udham Singh Nagar Total Area 900Sq.ft or 83.64 Sq.mtr<br>**Bounded as below:**<br>North: Land of Donor<br>South: Rasta 15ft.wide<br>East: Land of Mohd. Haneef<br>West: Land of Mohd. Hussain | **Mr Haidar Ali S/o Mr Mo Umar** |

## SCHEDULE – C

**[Details of liability as on date 09.02.2026]**

| S.No. | Loan No. | Nature of Loan/Limit | Liability with interest | Rate of Interest |
|---|---|---|---|---|
| 1. | 125002773763 | Working Capital (CC/OD) | **₹13,35,766.53** | 10.10% + 2% Penal Interest |
| | | **Total** | **₹13,35,766.53** | |

कृते केनरा बैंक/For CANARA BANK

**AUTHORISED OFFICER**
Authorised Officer
**CANARA BANK**

केनरा बैंक CANARA BANK वसूली अनुभाग Recovery Section Regional Office, Haldwani क्षेत्रीय कार्यालय, हल्द्वानी

**Department of Posts**
**Government of India**
Ministry of Communications

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# Consignment/MO Tracking Report

Consignment/MO Number: EV964944492IN

Article Number: EV964944492IN

Article Type: SP_INLAND_DOC

Booked At: Haldwani HO

Booked On: 07/05/2026, 13:11:32

Destination: Kashipur Udham Singh Nagar SO

Origin Pincode: 263139

Delivered On: 08/05/2026, 12:55:28

Destination Pincode: 244713

| Event | Date | Time | Office | Remarks |
|---|---|---|---|---|
| Item Booked | 07/05/2026 | 13:11:32 | Haldwani HO | - |
| Item bagged | 07/05/2026 | 16:45:18 | Haldwani HO | - |
| Item Dispatched | 07/05/2026 | 17:16:38 | Haldwani HO | - |
| Item Received | 08/05/2026 | 00:51:45 | Rudrapur ICH | - |
| Item bagged | 08/05/2026 | 04:05:52 | Rudrapur NSH | - |
| Item Dispatched | 08/05/2026 | 04:34:50 | Rudrapur NSH | - |
| Item received at Destination | 08/05/2026 | 09:17:10 | Kashipur Udham Singh Nagar SO | - |
| Taken out for delivery | 08/05/2026 | 10:38:03 | Kashipur Udham Singh Nagar SO | - |
| Item Delivered(Addressee) | 08/05/2026 | 12:55:28 | Kashipur Udham Singh Nagar SO | Delivered |