ಕೆನರಾ ಬ್ಯಾಂಕ್ Canara Bank
Syndicate
(HO: BANGALORE)

MANANGI BRANCH,
TUMKUR-572139
E-mail: cb4460@canarabank.com

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

Ref: 4460619000006

Date: 05-04-20

RK769052837IN IVR:827376905
RL SIRA S.O <572137>
Counter No:2,13/04/2023,14:05
To:LOKESH G,MANANGITHANDA
PIN:572139, Tavarekere S.O (Tumakuru)
From:CANARA BANK,MANANGI
Wt:20gms
Amt:25.00(Cash)
<Track on www.indiapost.gov.in>

भारतीय डाक
India Post
RK769052845IN IVR:8275769052
RL SIRA S.O <572137>
Counter No:2,13/04/2023,14:05
To:PARVATHIBAI,MANANGITHANDA
PIN:572139, Tavarekere S.O (Tumakuru)
From:CANARA BANK,MANANGI
Wt:20gms
Amt:25.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक
India Post
<Dial 18002666868> <Wear Masks,
RK769052854IN IVR:8275769052
RL SIRA S.O <572137>
Counter No:2,13/04/2023,14:05
To:MAHESHKUMAR S,MANANGITHANDA
PIN:572139, Tavarekere S.O (Tumakuru)
From:CANARA BANK,MANANGI
Wt:20gms
Amt:25.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

TO:

LOKESH G, (BORROWER)
S/O GOVINDA NAIK,
MANANGI THANDA,
KASABA HOBLI,
SIRA TALUK,
TUMKUR-572139

PARVATHIBAI (CO-BORROWER)
W/O GOVINDA NAIK,
MANANGI THANDA,
KASABA HOBLI,
SIRA TALUK,
TUMKUR-572139

MAHESH KUMAR S, (GUARANTOR)
S/O SURYANARAYANA,
MANANGI THANDA,
MANANGI POST SIRA,
SIRA TALUK,
TUMKUR -572139

Dear Madam/Sir,

SUB:: Notice issued under Section 13(2) of the S
and Enforcement of Security Interest Act, 2002.

The undersigned being the Authorized Officer of Canara Bank Turuvekere, Branch (hereinafter referred to as "the secured creditor"), Tumkur appointed under the Securitization and

ಕೆನರಾ ಬ್ಯಾಂಕ್ Canara Bank
Syndicate

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 you Sri LOKESH G and Smt PARVATHIBAI (hereinafter referred to as "the Borrower") have availed credit facility/ facilities stated in the Schedule A hereunder and have entered into security agreement/s in favor 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 MAHESH KUMAR S S/O SURYANARAYANA (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 ₹1000000.00 (Rupees Ten lakh only) with interest thereon.

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 05-04-*2023* amounts to ₹15,22,783.25_(Rupees Fifteen Lakh Twenty Two thousand seven hundred eighty three and twenty five paise 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 07-05-2019 in accordance of 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 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 8.15 % per month together with all costs, charges, expenses and accidental 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 the secured creditor the aforesaid sum of ₹15,22,783.25_(Rupees Fifteen Lakh Twenty Two thousand seven hundred eighty three and twenty five paise Only), together with further interest and incidental expenses and costs as stated above in terms of the 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 the issue:

13(4) - In case the Borrower/ Guarantor fails to discharge the liabilities 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 of 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 business of the Borrower is held as security of 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 of the debt; and under other applicable provisions of the said Act.

Your attention is invited to provision of sub-section (8) of the 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 consequences.

AUTHORIZED OFFICER
Authorised Officer Under
Securitization and Reconstruction
of Financial Assets & Enforcement
of Security Interest Act, 2002.

केनरा बैंक CANARA BANK 572 139, (Tumkur Dist)

केनरा बैंक Canara Bank

सिंडिकेट Syndicate

Schedule-A

Sl no	Loan No	Nature of Loan/Limit	Date of Sanction	Amount (Rs)
1	4460619000006	Housing Loan	06-12-2017	10.00 LAKH

SCHEDULE- B
(DETAILS OF SECURITY ASSETS)

Sl no	IMMOVABLE	NAME OF TITLE HOLDER
1	All the piece and parcel of the house Property bearing Katha No. 99/100 measuring East-West: 32 feet, North South: 28 Feet, situated at Manangi Thanda Grama, Bhovanahally Grama Panchayat, Sira Taluk and and bounded by: East – House of Rashmi West- House of Hosaramanaika North – Site of Reddy Naik South – House and site of Gowri bai	PARVATHIBAI W/O GOVINDA NAIK

SCHEDULE - C
(Details of Liabilities as on date)

Sl no	Loan No	Nature of Loan/Limit	Liabilit[illegible]terest as on 05.04.[illegible]	ROI
1	4460619000006	Housing Loan	₹15,22,7[illegible].25____(Rupees Fifteen Lakh Twenty Two thousand seven hundred eighty three and twenty five paise Only)	8.15%