

NOTICE TO THE BORROWER

To
Sri. Gouranga Mandal
S/o- Sri. Bhabendra Nath Mandal
Address (Unit)
Vill- Patiram -Chakhai,
P.O. - Patiram, P.S.-Balurghat
Dist.-Dakshin Dinajpur,
Address (Resi.)
Basanti Bagan,
P.O.- Patiram, P.S.-Balurghat
Dist.-Dakshin Dinajpur,

Ref No : RO/SIL/RECV/2015-16/122

Date: 02.07.2015

A/c Name - Gouranga Mandal

A/c No - 3225030358 (CC) & 1879686398 (TL)

Sub : Notice under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 hereinafter called "The Act"

Sir,

The undersigned being the Authorised Officer of Central Bank of India, Regional Office, Siliguri, appointed under the Securitisation & Reconstruction of financial Assets and Enforcement of Security Interest Act, 2002, hereby issue you the following notice:

At your request, you have been granted by the Central Bank of India, through its Balurghat Branch, a Term Loan and Cash Credit Loan credit facilities by way of financial assistance against asset creating security interest in favour of the Bank for which various loaning documents were executed by you. The relevant particulars of the said credit facilities and the security agreement(s)/document(s) executed by you are stated in Schedule 'A' and 'B' of this notice respectively excluding pledge of movables. You have availed the financial assistance with an undertaking for repayment of the said financial assistance in terms of the said agreement(s)/document(s).

You have also created mortgage by way of deposit of title deed / registered mortgage creating security interest in favor of the Bank. The documents relating to such mortgages are also stated in Schedule 'B'.

The relevant particulars of the secured assets are specifically stated in Schedule 'C'.

You have also acknowledged subsistence of the liability in respect of the aforesaid credit facilities by executing confirmation of balances and revival letters and other documents from time to time.

The aggregated outstanding as on 30.04.2015 (CC) & 31.03.2015 (TL) is ₹.1076181.00 (CC- 823230.00 & TL- 252951.00) which includes drawings and other charges upto 29.04.2015 (CC) & 30.03.2015 (TL) and interest upto 31.03.2015.

The operation and conduct of the above said financial assistance/credit facilities have become irregular and the debt has been classified as Non-Performing Asset (NPA) as on 01.05.2015 in accordance with the directives/guideline relating to asset classifications issued by Reserve Bank of India consequent to the default committed by you in repayment of principal debt and interest thereon.

The said financial assistance is also secured by the personal guarantee of Sri Nirmal Roy.

Despite repeated requests, you have failed and neglected to repay the said dues/outstanding liabilities. Therefore, the bank hereby calls upon you under section 13(2) of the Securitisation & Reconstruction of financial Assets and Enforcement of Security Interest Act, 2002 by issuing this notice to discharge in full your liabilities stated hereunder to the bank within 60 days from the date of receipt of this notice.

Your aggregated outstanding liabilities due and owing to the Bank are in the sum of ₹.1076181.00 (CC- 823230.00 & TL- 252951.00), (Rupees Ten Lakh Seventy Six Thousand One Hundred Eighty One Only) as on 30.04.2015 (CC) & 31.03.2015 (TL) plus interest. You are also liable to pay future interest w.e.f. 01.04.2015 at the contractual rate on the aforesaid amount together with incidental expenses, cost, charges, etc.

If you fail to repay to the Bank the aforesaid sum of ₹.1076181.00 (CC- 823230.00 & TL- 252951.00), (Rupees Ten Lakh Seventy Six Thousand One Hundred Eighty One Only) with further interest and incidental expenses, costs as stated above in terms of this notice u/s 13(2) of the Act, the Bank will exercise all or any of the rights detailed under Sub-section (4) of Section 13 and under other applicable provisions of the said Act.

You are also put on notice in terms of section 13(13) you shall not transfer by way of sale, lease or otherwise the said secured assets detailed in Schedule 'C' of this notice (otherwise than done in the ordinary course of business) without obtaining written consent of the bank.

You are also put on notice that any contravention of this statutory injunction/restraint, as provided under the said Act, is an offence.

If for any reason, the secured assets are sold or leased out in the ordinary course of business, the sale proceeds or income realised shall be deposit/remitted with/to the bank. You will have to render proper account of such realisation/income.

The bank reserve its right to call upon you to repay the liabilities that may arise under the outstanding bills discounted, bank guarantees and letter of credit issued and established on your behalf as well as other contingent liabilities.

This notice of demand is without prejudice to and shall not be construed as waiver of any other rights or remedies which the bank may have including further demands for the sums found due and payable by you to us.

* We reserve our rights to enforce other secured assets.

* The notice is issued without prejudice to the bank taking legal action before DRT/Court, as the case may be.

* This notice is issued without prejudice to the bank's rights in the suit/litigation pending before DRT/Court.

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.

* Delete, if inapplicable.

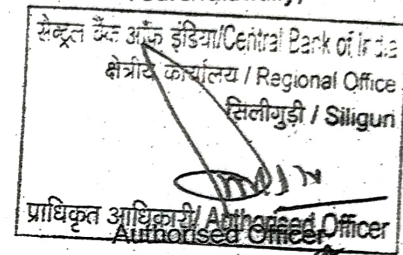
Copy of this notice is endorsed to your guarantor Sri Nirmal Roy also.

Place: Siliguri

Copy To

Sri Nirmal Roy (Guarantor)
S/o- Sri. Golok Roy
Address
Vill- Netra Danga, P.S. - Kumarganj
Dist.-Dakshin Dinajpur,

Yours faithfully,



SCHEDULE 'A'

Nature of Facility	Account No.	Outstanding as on 30.04.2015 (CC) & 31.03.2015 (TL) and interest calculated upto 31.03.2015
Cash Credit (CC)	3225030358	₹.823230.00
Term Loan (TL)	1879686398	₹.252951.00
Aggregated Outstanding		₹.1076181.00

SCHEDULE 'B'

(Details of Security Documents including all supplementary documents & documents evidencing creation of mortgage)

Name of the Document (SME)	Security	Doc. Date	Secured Amt.
Letter of Arrangement		21.12.2012 (CC) 04.05.2009 (TL)	₹.1435000.00 (CC-800000.00 + TL-635000.00)
Agreement of Loan -Cum-Hypothecation & Term Loan	Primary Stock	-do-	
Guarantee Agreement		-do-	
Memorandum for Recording creation of mortgage by deposit of Title Deed	Land & Build	-do-	
Confirmation letter regarding deposit of title deeds	-do-	-do-	

SCHEDULE 'C'

Part - I - Hypothecated properties like current assets including stocks, Book Debts, Receivables, Consumables stock & spares and hypothecated movable plants and machineries mentioned in the documents.

Hypothecated all stocks

Part - II - Particulars of immovable properties mortgaged to the bank as stated in the documents

All part & parcel of property, consisting of Land & Building (semi permanent structure), measuring:

Total Area	6 Decimal	Touzi No.	-	P.S.	Balurghat
Plot No	1055 (LR)	J.L. No.	187	District	Dakshin Dinajpur
Khatian No	2338 (LR)	Sheet No.	-	Reg. Off	ADSR-Balurghat
Mouza	Patiram (Tinkona More)	Holding No.	-	Deed No	1 - 1222
P.O.	Patiram	Ward No.	-	Deed Year	27.02.2009
Location of the Property		-			
Property Owned by		Sri. Gouranga Mandal (Borrower)			

BOUNDED BY

On the North by:	On the South by:	On the East by:	On the West by:
L/o- Sri. Ashit Mandal	L/o- Khorsed Sarkar & Others	L/o- Moseluddin Sarkar	PWD Road & L/o- Owner

To
Sri Nirmal Roy
S/o- Sri. Golok Roy
Address
Vill- Netra Danga,
P.S. - Kumarganj
Dist.-Dakshin Dinajpur,

REGIONAL OFFICE
Ashrampara
Siliguri - 734001

Ref No : RO/SIL/RCV/2015-16/128

Date: 02/07/15

A/c Name - Gouranga Mandal

A/c No - 3225030358 (CC) & 1879686398 (TL)

Sub : Notice under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 hereinafter called "The Act"

Sir,

The undersigned being the Authorised Officer of Central Bank of India, Regional Office, Siliguri, for (Balurghat Branch), appointed under the Securitisation & Reconstruction of financial Assets and Enforcement of Security Interest Act, 2002, hereby issue you the following notice:

In terms of guarantee deed dated 21.12.2012 (CC) & 04.05.2009 (TL) executed by you, you guaranteed payment on demand of all moneys and discharge all obligations and liabilities owing or incurred to our bank by borrower Sri. Gouranga Mandal, for credit facility up to ₹.1435000.00 (CC-800000.00 + TL-635000.00) (Rupees Fourteen Lakh Thirty Five Thousand Only) with interest thereon. As a security for the guarantee obligation, you have provided the following securitised to the bank:

1. **Particulars of the security agreement(s)/document(s)/confirmation of creation of mortgage:** Guarantee Agreement
2. **Particulars of the Property:** NA
3. **Amount Secured:** ₹.1435000.00 (CC-800000.00+TL-635000.00) (Rupees Fourteen Lakh Thirty Five Thousand Only)

The operation and conduct of the said financial assistance/credit facilities have become irregular and the debt has been classified as non-performing assets as specifically stated in the enclosed notice to the borrower.

Therefore, bank hereby calls upon you under section 13(2) of the said Act by issuing this notice to discharge in full your liabilities stated hereunder to the bank within 60 days from the date of receipt of this notice.

Your aggregated outstanding liabilities as guarantor for the above borrower, due and owing to the bank are to the tune of ₹.1076181.00 (CC- 823230.00 & TL- 252951.00), (Rupees Ten Lakh Seventy Six Thousand One Hundred Eighty One Only) as on 30.04.2015 (CC) & 31.03.2015 (TL) plus interest. You are also liable to pay future interest w.e.f. 01.04.2015 at the contractual rate on the aforesaid amount together with incidental expenses, cost, charges, etc.

If you fail to repay to the Bank the aforesaid sum of ₹.1076181.00 (CC- 823230.00 & TL- 252951.00), (Rupees Ten Lakh Seventy Six Thousand One Hundred Eighty One Only) with future interest and incidental expenses, costs as stated above in terms of this notice under section 13(2) of the Act, the Bank will exercise all or any of the rights detailed under Sub-section (4) of Section 13 and under other applicable provisions of the said Act.

You are also put on notice that in term of sub-section (13) of section 13 your borrower Sri. Gouranga Mandal shall not transfer by sale, lease or otherwise (other than in the ordinary course of business), the said secured assets stated above without obtaining prior written consent of the bank, non-compliance whereof would attract the penal provisions of section 29 of the Act.

The bank reserve its right to call upon you to repay the liabilities that may arise under the outstanding Bills Discounted, Bank Guarantee and Letter of Credit issued and established at your request for borrower Sri. Gouranga Mandal.

This notice of demand is without prejudice to and shall not be construed as waiver of any other rights or remedies which the bank may have including further demands for the sums found due and payable by the borrower to us.

* We reserve our rights to enforce other secured assets.

* The notice is issued without prejudice to the bank taking legal action before DRT/Court, as the case may be.

* This notice is issued without prejudice to the bank's rights in the suit/litigation pending before DRT /Court. 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.

Place : Siliguri

सेब्रल बैंक ऑफ इंडिया/Central Bank of India
प्रदेशीय कार्यालय/Regional Office
सिलीगुड़ी / Siliguri
प्राधिकृत अधिकारी/Authorised Officer



BALURGHAT BRANCH

POSSESSION NOTICE

Whereas, the undersigned being the Authorized Officer of the **Central Bank of India, Balurghat Branch**, under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under Section 13(12) read with Rule 3 of the Security Interest (Enforcement) Rule, 2002 issued Demand Notice dated 02/07/2015 calling upon the Borrower **Gouranga Mandal, S/o Sri Bhabendra Nath Mondal** and **Guarantor Nirmal Roy, S/o Sri Golok Roy** to repay the amount mentioned in the notice being **Rs. 10,76,181/- (Rupees Ten Lakhs Seventy Six Thousand One Hundred and Eighty One only)** (CC- Rs. 8,23,230/- & TL - Rs. 2,52,951/-) within 60 days from the date of receipt of the said notice.

The Borrower/Guarantor having failed to repay the amount, notice is hereby given to the Borrower/Guarantor and the public in general that the undersigned has taken possession of the property described herein below in exercise of powers conferred on him under Sub-section (4) of Section 13 of the Act read with the Rule 8 of the Security Interest (Enforcement) Rules, 2002 on this the 15th day of October, 2022.

The Borrower/Guarantor in particular and the public in general are hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of **Central Bank of India, Balurghat Branch** for an amount of **Rs. 10,76,181/- (Rupees Ten Lakhs Seventy Six Thousand One Hundred and Eighty One only)** (CC- Rs. 8,23,230/- as on 30.04.2015 & TL - Rs. 2,52,951/- as 31.03.2015) as on 31st day of March, 2015 and interest thereon.

The Borrower's/Guarantor's 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.

DESCRIPTION OF THE MOVABLE PROPERTY

Equitable Mortgage of all that part and parcel of land and Building (semi-permanent structure) in the name of Gouranga Mandal, S/o Sri Bhabendra Nath Mondal measuring 6 Decimals covered under Plot No. 1055 L.R., J.L. No. 187, Mouza Patiram (Tinkona More), Khatian No. 2338 L.R., P.S. Balurghat, P.O. Patiram, Dist- Dakshin Dinajpur (WB), vide Deed No. I-1222, Dated 27.02.2009 & is bounded by:-

North- L/o Sri Ashit Mandal.

East- Moseluddin Sarkar.

South- Khorsed Sarkar & Ors..

West- PWD Road & L/o Owner.

Date: **15/10/2022.**

Place: **Balurghat.**

