केनरा बैंक Canara Bank
सिंडिकेट Syndicate

SANTOSHPUR BRANCH(1753)
PO - Bidhangarh
PS – Rabindranagar
Kolkata - 700066
Mobile: 8334999110
Email. Cb1753@canarabank.com

Ref No: 660/CB/13(2)/DN/2023-24/JB **Date: 01.03.2024**

To, **M/s Jaypur Bhujiawala (Borrower)** **Proprietor: Mr. Basudeb Banerjee** A5 – 3/C/New, Hem Chandra Naskar Road PO – Jagannath Nagar PS – Maheshtala South 24 Parganas PIN - 700140	To, **M/s Jaypur Bhujiawala (Borrower)** **Proprietor: Mr. Basudeb Banerjee** C5 29 A New, Akra Dutta Bagan Road Near Housing Kali Mandir PO – Bartala Kolkata - 700018
To, **Mr. Basudeb Banerjee (Proprietor & Mortgagor)** **S/o Late Chandi Charan Banerjee** C5 29 A New, Akra Dutta Bagan Road Near Housing Kali Mandir PO – Bartala Kolkata - 700018	To, **Mrs. Tanushree Banerjee (Guarantor)** **W/o Mr. Basudeb Banerjee** C5 29 A New, Akra Dutta Bagan Road Near Housing Kali Mandir PO – Bartala Kolkata - 700018

Dear Sir / Madam,

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 authorised officer of **Canara Bank, Santoshpur Branch**, appointed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security interest Act, 2002, hereinafter referred to as the "Act" do hereby issue this notice to you as under:

You are aware that **M/s Jaypur Bhujiawala being represented by its sole proprietor Mr. Basudeb Banerjee** (hereinafter called as Borrower) has availed credit facilities 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 **Mrs. Tanushree Banerjee, W/o Mr. Basudeb Banerjee** (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 mentioned below up to the limit of **Rs. 40,00,000.00 (Rupees Forty lakh only)** for account number **1753261010101** along with interest and costs thereon.

You (As mentioned in schedule B) have also entered into agreements against the secured assets which are detailed in **Schedule B** hereunder.

However, from **November 2023**, the operation and conduct of the said financial assistance / credit facilities that were availed by the above mentioned borrowers have become irregular. The books of account maintained by the secured assets shows that the liability of the Borrowers towards the secured creditor as on **29.02.2024** amounts to **Rs. 45,38,852.00 (Rupees Forty five lakh thirty eight thousand eight hundred fifty two only)**, the details of which together with future interest rate are stated in **Schedule C** hereunder. It is further stated that the Borrower/Proprietor/ Guarantor having failed to keep up with the terms of the above

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agreement in clearing the dues of the secured creditor within the time given, and have been evasive in settling the .tstanding dues. The operation and conduct of the above said financial assistance / credit facility/ies having come to a standstill nd 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 **28.02.2024** 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 Borrowers 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 **16.25 %** per annum for A/c No **1753261010101, 11.25 %** per annum for A/c No **1753755000007 and 11.25 %** per annum for A/c No **1753716000003** 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 of **Rs. 45,38,852.00 (Rupees Forty five lakh thirty eight thousand eight hundred fifty two 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:

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 kind 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/Co Borrower shall not transfer by way of sale, lease or otherwise the said secured asset 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.

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Proprietor

Tanushree Banerjee

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

lease note that all other Demand Notices U/s 13(2) of SARFAESI Act issued earlier to any of the borrower/s guarantor/s nortgagor/s, if any, are hereby recalled / withdrawn.

Thanking you,

Yours faithfully,
For CANARA BANK

प्राधिकृत अधिकारी / Authorised Officer
क्षे.का.-III, आनन्दपुर, कोलकाता
Z.O.-III, Anandapur, Kolkata

AUTHORIZED OFFICER
CANARA BANK
REGIONAL OFFICE III KOLKATA

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

Sl No	Loan Account Number	Nature of Loan/Limit	Date of sanction / disbursement	Sanction Amount
1	1753261010101	MSME Working Capital	The limit was first sanctioned on 27.10.2016 for Rs 15.00 lakh. Further the limit was enhanced to Rs 40.00 lakh on 05.05.2020 and the limit was last renewed on 25.08.2023 for Rs 40.00 lakh	Rs.40,00,000.00 (Rupees Forty lakh only)
2	1753755000007	GECL 1.0	06.06.2020	Rs.5,00,000.00 (Rupees Five lakh only)
3	1753716000003	GECL 3.0	24.05.2021	Rs.2,48,000.00 (Rupees Two lakh forty eight thousand only)

SCHEDULE – B [Details of security assets]

Sl No	Movable	Name of Title holder
1.	Stock of raw material, work in progress and finished goods of Sweets, snacks etc.	Mr. Basudeb Banerjee, proprietor of the firm.

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Proprietor

Tanushree Banerjee

	Immovable	
	Mortgage of Land and Building: All that piece and parcel of land measuring 3 cottah 6 Chittacks 18 Sq.ft. more or less along with building thereof situated at Mouza: Jagannath Nagar, J. L. no. 7, Sheet No. 2, Touzi No. 349, R.S. no. 68, under R.S. Khatian No. 885, L.R. Khatian No. 3915, R.S. Dag No. 746 under Maheshtala Municipality ward Number 19, Holding No. A5-3/C/New, Hem Chandra Naskar Road, PO- Jagannath Nagar, PS – Maheshtala, Dist: South 24 Parganas, PIN- 700140. The Property is bounded and butted by: ON THE NORTH: By Canal ON THE SOUTH: By Property of Anjali Maity ON THE EAST: By Common Passage ON THE WEST: By Property of Sukdeb Mukherjee Deed No. I-00566 for the year 2010 dated 19.01.2010	**Mr. Basudeb Banerjee**

CHEDULE – C [Details of liability as on date]

Sl No	Loan No	Nature of Loan/Limit	Interest Rate	Outstanding Amount
1	1753261010101	MSME Working Capital	16.25 %	Rs.42,02,315.64 (Rupees Forty two lakh two thousand three hundred fifteen and paisa sixty four only)
2	1753755000007	GECL 1.0	11.25 %	Rs. 1,14,338.88 (Rupees One lakh fourteen thousand three hundred thirty eight and paisa eighty eight only)
3	1753716000003	GECL 3.0	11.25 %	Rs. 2,22,197.48 (Rupees Two lakh twenty two thousand one hundred ninety seven and paisa forty eight only)
	TOTAL			**Rs. 45,38,852.00 (Rupees Forty five lakh thirty eight thousand eight hundred fifty two only)**

JAYPUR BHUJIAWALA
বাসুদেব ভুজিয়াওয়ালা
Proprietor

CANARA BANK

Tanushree Banerjee