यूको बैंक UCO BANK

सम्मान आपके विश्वास का Honours your trust

Notice to Borrower under Section 13(2) of the SARFAESI Act, 2002

BRANCH:- NANGI

Date: 14-06-2021

To,

M/S Sunny Trading.
Prop: Mrs Sreemoyee Mukhopadhyay
Flat No B-4. Dipanjali Apartment,
New Budge Budge Trunk Road,
Kolkata – 700141.
Opposite Axis Bank Maheshtala Branch.



Sub: Notice u/s 13(2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002

Sir,

The undersigned, being the Authorised Officer of UCO Bank under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, do hereby issue you the following notice:

At your request, you have been granted by UCO Bank, through its **Nangi Branch** from time to time, various credit facilities by way of financial assistance against various assets creating security interest in favour of the Bank. The relevant particulars of the said credit facilities availed by you 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 deeds/registered mortgages creating security interest in favour of the Bank. The documents relating to such mortgage 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

Cont....2

documents from time to time. The operation of and conduct of the above said financial assistance / credit facilities have become irregular and the debt has been classified as non-performing asset on **31.03.2021** in accordance with the directives/guidelines relating to asset classification issued by the Reserve Bank of India consequent to the default committed by you in repayment of the principal debt and interest thereon.

The said financial assistance is also secured by the personal guarantee of (1) **Mr. Anup Mukhopadhyay.** Despite repeated requests, you have failed and neglected to repay the said dues / outstanding liabilities. Therefore, the Bank hereby calls upon you u/s 13(2) of the Securitisation and 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 this notice. Your outstanding liabilities (in aggregate) due and owing to the Bank are in the sum of **Rs 24,01,202.40/-(** Twenty Four Lacs One Thousand two Hundred Two & forty paise Only) as on **31.03.2021**(inclusive of interest up to 31-03-2021). You are also liable to pay future interest 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 **Rs 24,01,202.40/- (**Twenty Four Lacs One Thousand two Hundred Two & forty paise Only) as on **31.03.2021** (inclusive of interest upto **31.03.2021**) 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 that in terms of sub-section 13 of Section 13 you shall not transfer by sale, lease or otherwise the said secured assets detailed in Schedule 'C' of this notice without obtaining written consent of the Bank.
The Bank reserves its rights 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.

Your kind attention is invited to provision of sub section (8) of section 13 of SARFAESI Act where you can tender the entire amount of outstanding dues together with all costs, charges and expenses incurred by the bank only till the date of publication of the notice for sale of the secured asset(s) by public auction (including e-auction) by inviting quotations, tender from public or by private treaty. Please also note that if the entire amount of outstanding dues together with the costs, charges and expenses incurred by the bank is not deposited before the publication of the sale notice for sale of the secured assets by public auction including e-auction, by inviting quotations, tender from public or by private treaty, you may not be entitled to redeem the secured asset(s)."

Cont....3

The notice is issued without prejudice to the Bank's right to initiate such other actions or legal proceedings as it deems necessary under any other applicable provisions of Law.

It is clarified that in case of any contradiction in Hindi and English version of the Notice, the English version of Notice will prevail.

Yours faithfully,

AUTHORISED OFFICER
UCO BANK
ZONAL OFFICE, KOLKATA

.....

Authorized Officer

Copy to: Guarantor .

1. Shri Anup Mukhopadhyay Address: Flat No B4, Dipanjali Apartment , Kolkata-700141

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SCHEDULE – 'A'

Sl.No.	Nature of Facility	Outstandings inclusive of interest as on 31.03.2021
a)	Cash Credit	Rs.19,94,765.40
b)	Overdraft/GECL	Rs.4,06,437.00
c)	Export Packing Credit	Rs.
d)	Bills Discounting	Rs.
e)	DD Purchase facility	Rs.
f)	Guarantee Limit (Devolved amount)	Rs.
g)	Letter of Credit limit (Devolved amount)	Rs.
h)	Term Loan(s)	Rs.
i)	Foreign currency Term Loan Outstandings	Rs.
j)		Rs.
K)		Rs.
l)		Rs.
	Aggregate Outstanding	Rs. 24,01,202.40

SCHEDULE – 'B'

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

Sl.No.	Name of the Document	Nature of Security	Date of Execution	Amount Secured(Rs.)
1.	Demand promissory Note	A1	26-09-2019	20,00,000.00
2.	Letter of Waiver	A47	26-09-2019	20,00,000.00
3.	Letter of Continuity	A3	26-09-2019	20,00,000.00
4.	Hypothication of Goods	A9	26-09-2019	20,00,000.00
5.	Letter of Guarantee	A21A	26-09-2019	20,00,000.00
6.	Demand promissory Note	A1	17-10.2020	3,99,000.00
7.	Letter of Waiver	A47	17-10-2020	3,99,000.00
8.	Agreement for term Loan	A109	17-10-2020	3,99,000.00
	Hypothication of Goods for Term Loan	A9A	17-10-2020	3,99,000.00
9.	Mortgage by deposit of title deeds	EMTD	08-02-2005	20,00,000.00
10.	Confirmation Letter regarding deposit of title deeds	Annexure-VII	17-10-2020	20,00,000.00



SCHEDULE – 'C'

PART-I

All the hypothecated assets, viz. Current Assets including Stocks, Book Debts, Receivables, Consumable Stores & Spares and Hypothecated Movable Plant & Machinery, etc. mentioned in the documents.

PART-II

All that one residential self contained flat at Dipanjali Apartment, being unit/flat no B-4, lying on 2nd floor at the east side measuring a super built up area of 714 sq ft, more or less consisting of two bed rooms one dining room, one kitchen, one balcony and one toilet of the said G+4 storied Building. Holding number B1-4, L R Dag number 521,R S Khatian No-305, J L no 17 of Mouza Jagtala, P S Maheshtala, Sub Registry office – At ADSRO- Behala, Kolkata-700141, District- 24 Pargana (South) , West Bengal. Property stands in the name of Smt. Sreemoyee Mukhopadhyay and Mr. Anup Mukhopadhyay.

Property Boundery:-

North:- By Flat No.-B-3
South:- By others land/boundary
East :- By Daulatpur Road
West:- By flat No. B-1

Authorized Officer
AUTHORISED OFFICER
UCO BANK
ZONAL OFFICE, KOLKATA

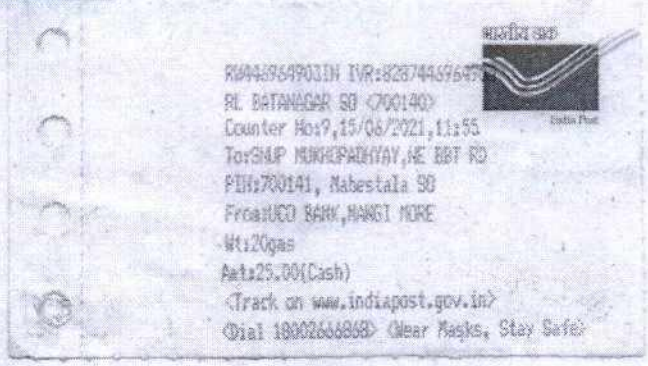
यूको बैंक UCO BANK

सम्मान आपके विश्वास का Honours your trust

Date: 14-06-2021

(FOR GUARANTOR)

BY SPEED POST WITH A/D



TO

Shri Anup Mukhopadhyay (Guarantor)
Flat No B-4. Dipanjali Apartment,
New Budge Budge Trunk Road,
Kolkata – 700141.
Opposite Axis Bank Maheshtala Branch.

SUB: NOTICE U/S 13(2) OF SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 (HEREINAFTER CALLED ACT).

Dear Sir,

At your request, the Bank has extended credit facilities to **M/S Sunny Trading, Prop.-Smt. Sreemoyee Mukhopadhyay,** (hereinafter called the "Borrower") by way of financial assistance against secured assets. The outstanding amount and the details of the secured assets are mentioned in the enclosed notice addressed to the above borrower.

You, being the guarantor, have created security interest in respect of the following properties by execution of security agreement(s)/document(s)/confirmation of mortgage mentioned below.

Particulars of the security agreement(s)/document(s) / confirmation of creation of mortgage.	Particulars of the property	Amount secured (Rs.)
EMTD of property	**All that one residential self contained flat at Dipanjali Apartment, being unit/flat no B-4, lying on 2nd floor at the east side measuring a super built up area of 714 sq ft, more or less consisting of two bed rooms one dining room, one kitchen, one balcony and one toilet of the said G+4 storied Building. Holding number B1-4, L R Dag number 521,R S Khatian No-305, J L no 17 of Mouza Jagtala, P S Maheshtala, Sub Registry office – At ADSRO- Behala, Kolkata-700141, District- 24 Pargana (South) , West Bengal. Property stands in the name of Smt. Sreemoyee Mukhopadhyay and Mr. Anup Mukhopadhyay.** Property Boundery:- North:- By Flat No.-B-3 South:- By others land/boundary East :- By Daulatpur Road West:- By flat No. B-1	Rs. 24,01,202.40

Cont....2

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

Therefore, the Bank hereby calls upon you U/s.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 this notice. Your outstanding liabilities as guarantor for the above borrower, in aggregate due and owing to the Bank is to the tune of **Rs** 24,01,202.40/-(Twenty Four Lacs One Thousand two Hundred Two & forty paise Only) **as on 31.03.2021, interest charge up to 31.03.2021.** You are also liable to pay future interest on the aforesaid amount together with incidental expenses, cost, charges, etc.

If you fail to repay to the Bank the aforesaid sum of **Rs 24,01,202.40/-(** Twenty Four Lacs One Thousand two Hundred Two & forty paise Only) **as on 31.03.2021, interest charge up to 31.03.2021.** with future interest and incidental expenses, cost, etc. 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 other applicable provisions of the said Act.

The Borrower is also put on notice that in terms of Sub-section 13 of section 13, he/she shall not transfer by sale, lease or otherwise they said secured assets stated above without obtaining written consent of the Bank.

The Bank reserves its rights 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 at your request for (N.A) (Borrower)

This notice is without prejudice to Bank's right to initiate such other actions or legal proceedings as it deems necessary under any other applicable provision of Law.

Yours Faithfully,

AUTHORISED OFFICER
(AUTHORISED OFFICER)
HSG BANK
ZONAL OFFICE, KOLKATA

EM057237724IN IVR:698/057237724
SP BATANAGAR SO <700140>
Counter No:9,02/09/2021,11:24
To:M/S SUNNY TRADING,NEW BRT RD
PIN:700141, Maheshtala SO
From:UCO BANK NANGI BR,PARBANGLA
Wt:10gms
Amt:17.70(Cash)Tax:2.70
<Track on www.indiapost.gov.in>

FINANCING BRANCH NANGI
(FOR IMMOVABLE PROPERTY)

APPENDIX - IV

{RULE 8(1)}

POSSESSION NOTICE

(FOR IMMOVABLE PROPERTY)

Whereas

The undersigned being the authorized Officer of the **UCO BANK** under the **Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002)** and in exercise of the powers conferred under section 13(12) read with the rule 3 of the Security Interest (Enforcement) Rules, 2002 issued a demand notice dated **14.06.2021** calling upon the borrower **M/S Sunny Trading, Prop: Mrs. Sreemoyee Mukhopadhyay, Add- Flat No B-4. Dipanjali Apartment, New Budge Budge Trunk Road, Kolkata – 700141. Opposite Axis Bank Maheshtala Branch.** (Guarantor) **Shri Anup Mukhopadhyay, Add- Flat No B4. Dipanjali Apartment, New Budge Budge Trunk Road, Opposite Axis Bank Maheshtala Branch, Kolkata – 700141** to repay the amount as mentioned in the notice being **Rs.– 24,01,202.40/-(Rupees Twenty Four Lacks One Thousand Two Hundred Two Rupees And Forty Paisa Only),** as on **31.03.2021** plus interest within **60** day(s) form the date of receipt of the said notice.

The borrower 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 / her under section **13(4)** of the said Act, read with rule 8 of the said Rules on this **01.09.2021**

The Borrower / Guarantor in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of the **UCO BANK, NANGI Branch** for an amount of **Rs.– 24,01,202.40/-(Rupees Twenty Four Lacks One Thousand Two Hundred Two Rupees And Forty Paisa Only),** and further interest, incidental expenses, costs & charges etc. thereon.

The borrower's attention is invited to provisions of sub-section (8) of section13 of the Act, in respect of time available, to redeem the secured assets.

DESCRIPTION OF THE IMMOVABLE PROPERTY

All that one residential self contained flat at Dipanjali Apartment, being unit/flat no B-4. Lying on 2nd floor at the east side measuring a super built up area of 714 sq ft. More or less consisting of two bed rooms one dining room, one kitchen, one balcony and one toilet of the said G+4 storied building. Holding number B1 -4, L.R Dag number- 521, R.S Khatian No- 305, J.L No- 17 Of Mouza- Jagtala, P.S- Maheshtala, Sub Registry Office- at ADSRO- Behala, Kolkata- 700141, District- 24 Pargana (South), West Bangal, property stands in the name of Smt. Sreemoyee Mukhopadhyay and Mr. Anup Mukhopadhyay.

Property Boundery:- North :- By Flat No - B-3, South:- By other land/boundary, East:- By Daulatpur Road, West:- By flat No. B-1.

Authorized Officer
UCO Bank
AUTHORISED OFFICER
UCO BANK
ZONAL OFFICE, KOLKATA

Place : Nangi

Date: 01/09/2021

Sreemoyee Mukhopadhyay
01/09/21.