केनरा बैंक Canara Bank
सिंडिकेट Syndicate

केनरा बैंक / Canara Bank, Malda II Branch
R.K PALLY, MALDA, PO- Malda
Dist. Malda , West Bengal - 732141
Ph: +91-6292242875/ Email: cb19550@canarabank.com

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

Ref: RO/BRMP/R&L/ 13(2)- SANJAY KARMAKAR / 2024-25/ 30 Date: 07.03.2025

To, Borrower and Mortgagor: SRI SANJAY KARMAKAR S/O SISHIR KARMAKAR DAKSHIN BHATRA PO -MADHAIPUR DIST-MALDA WEST BENGAL -732142 ADDRESS: VILL & PO- KADAMTALA, PS- KALIACHAK, DIST – MALDA, WEST BENGAL- 732142	To Mortgagor and Guarantor : SMT KAKALI MALLICK KARMAKAR W/O SANJAY KARMAKAR, KRISHNAPALLY BANDH ROAD WARD NO 03, PO MALDA, PS ENGLISH BAZAR, DIST-MALDA, WB 732101 ADDRESS: VILL & PO- KADAMTALA, PS- KALIACHAK, DIST – MALDA, WEST BENGAL- 732142
To, Borrower: DARIDRA BHANJAN PAPER PLATE MANUFACTURER PROP- SANJAY KARMAKAR KRISHNAPALLY WARD NO 3 DIST MALDA WEST BENGAL 732101	

Respected 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 Authorized Officer of **Canara Bank, Malda II Branch** (hereinafter referred to as "the secured creditor"), appointed under the Securitisation 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:

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Recovery & Legal Section
R.O. Berhampore
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That **Sri Sanjay Karmakar and Daridra Bhanjan Paper Plate Manufacturer (Prop- Sri Sanjay Karmakar)** (hereinafter referred to as "the Borrower") has availed credit facility / 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 **Smt Kakali Mallick Karmakar** (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 **Rs 75,60,000/- (Rupees Seventy Five lakhs Sixty Thousand 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, from December, 2024 (month/year), 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 date amounts to **Rs 94,15,332.72 (Rupees Ninety Four Lakhs Fifteen Thousand Three Hundred Thirty Two and paise Seventy Two 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/ instalment and interest thereon, the secured creditor was constrained to classify the debt as Non Performing Asset (NPA) on **05/03/2025** 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 present rate of interest + 2% Penal rate of interest together with all costs, charges, expenses and incidental expenses with respect to the proceedings undertaken by the secured creditor in recovering its dues.

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Please take note of the fact that if you fail to repay to the secured creditor the aforesaid sum of **Rs 94,15,332.72 (Rupees Ninety Four Lakhs Fifteen Thousand Three Hundred Thirty Two and paise Seventy 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;

•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;

•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.

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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.

Yours faithfully

कृते केनरा बैंक / For CANARA BANK

अधिकृत अधिकारी / Authorised Officer

एस. मित्रा/S. Mitra
मण्डल/D.M
एस.पी. नं-41520
S.P. No.-41520

AUTHORIZED OFFICER
CANARA BANK

SCHEDULE –A

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

Sl No	Loan No	Nature of Loan/Limit	Date of Sanction	Amount
1	170010395022	PMEGP TL	30-09-2023	Rs 48,60,000.00
2	3271261000051	PMEGP WC	04-08-2016	Rs 27,00,000.00
3	183000170185	AGRI LOAN-AGAINST OUR OWN DEPOSITS	02-05-2023	Rs 7,50,000.00
4	3271766000012	LOANS TO MSME - MFG INDUSTRIES	21-12-2017	Rs 9,50,000.00
5	170001955662	GECL	12-11-2021	Rs 1,80,000.00
6	180272349954	AGRI GOLD LOAN - DEVELOPMENT ACTIVITIES	12-02-2024	Rs 1,19,000.00

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7	172002508525	RETAIL LOAN - AGAINST OUR OWN DEPOSITS	20-07-2023	Rs 1,05,000.00
8	172002429865	RETAIL LOAN - AGAINST OUR OWN DEPOSITS	28-06-2023	Rs 98,000.00
9	170002169522	GECL	18-11-2021	Rs 80,000.00
10	181028099363	KCCS	28-06-2024	Rs 50,000.00

SCHEDULE –B

[Details of security assets]

All that piece and parcel of the property of Land & Building measuring about 0.16 Acre under Mouza-Dakshin Bhatra, J.L No-114 within P.S Malda, Dist Malda , 732142, West Bengal in the name of Sri Sanjay Karmakar and Smt Kakali Mallick Karmakar.

L R Khatian No	L R Plot No	Class	Area
912	231	Bastu	0.04 Acre
912	231	Karkhana	0.04 Acre
913	231	Bastu	0.08 Acre

TOTAL 0.16 Acre

The said property is bounded as follows:

On the North : House of Najiya Bewa
On the South: House of Rajen Roy
On the East: : Road
On the West: Vacant land of Lipu Mahaldar

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SCHEDULE – C

[Details of liability as on date]

Sl No	Loan No	Nature Of Loan/Limit	Liability With Interest As on 06.03.2025	Rate Of Interest
1	170010395022	PMEGP TL	Rs 49,46,501.14 (Rupees Forty Nine Lakhs Forty Six Thousand Five Hundred One and paise Fourteen Only) + Applicable rate of interest and other charges from 07/03/2025.	11.50
2	3271261000051	PMEGP WC	Rs 27,50,844.00 (Rupees Twenty Seven Lakhs Fifty Thousand Eight Hundred Forty Four and paise Zero Only) + Applicable rate of interest and other charges from 07/03/2025.	10.65
3	183000170185	AGRI LOAN-AGAINST OUR OWN DEPOSITS	Rs 7,50,000.00 (Rupees Seven Lakhs Fifty Thousand and paise Zero Only) + Applicable rate of interest and other charges from 07/03/2025.	15.90
4	3271766000012	LOANS TO MSME - MFG INDUSTRIES	Rs 4,09,499.58 (Rupees Four Lakhs Nine Thousand Four Hundred Ninety Nine and paise Fifty Eight Only) + Applicable rate of interest and other charges from 07/03/2025.	11.00
5	170001955662	GECL	Rs 1,22,801.00 (Rupees One Lakh Twenty Two Thousand Eight Hundred One and paise Zero Only) + Applicable rate of interest and other charges from 07/03/2025.	9.25

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6	180272349954	AGRI GOLD LOAN - DEVELOPMENT ACTIVITIES	Rs 1,26,491.00 (Rupees One Lakh Twenty Six Thousand Four Hundred Ninety One and paise Zero Only) + Applicable rate of interest and other charges from 07/03/2025.	9.10
7	172002508525	RETAIL LOAN - AGAINST OUR OWN DEPOSITS	Rs 1,05,000.00 (Rupees One Lakh Five Thousand and paise Zero Only) + Applicable rate of interest and other charges from 07/03/2025.	10.30
8	172002429865	RETAIL LOAN - AGAINST OUR OWN DEPOSITS	Rs 98,000.00 (Rupees Ninety Eight Thousand and paise Zero Only) + Applicable rate of interest and other charges from 07/03/2025	10.30
9	170002169522	GECL	Rs 54,636.00 (Rupees Fifty Four Thousand and paise Zero Only) + Applicable rate of interest and other charges from 07/03/2025.	9.25
10	181028099363	KCCS	Rs 51,560.00 (Rupees Fifty One Thousand Five Hundred Sixty and Paise Zero Only) + Applicable rate of interest and other charges from 07/03/2025	11.20

Thanking you,

Yours faithfully,

एस. मित्रा/S. Mitra
म०प्र० / D.M
एस.पी. न०-41520
S.P. No.-41520

कृते केनरा बैंक / For CANARA BANK

अधिकृत अधिकारी / Authorised Officer

AUTHORIZED OFFICER
CANARA BANK

Date: 07/03/2025
Place: Malda

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