

Speed post with A/D

To,

Burnpur Cement Ltd.
Gujrat Martion,
14, Bentinck Street, 2nd floor, Kolkata- 1

SAMB-II/ MKS/ 1278

Date: 17/11/2017

Dear Sir,

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

The undersigned being the Authorized Officer of State Bank of India, under the Securitization and 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 Bank, through its **IFB Branch, Kolkata and Commercial Branch, eSBH** 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 and the security agreement (s) / document(s) executed by you are stated in Schedule 'A' and 'B' 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 and Guarantors of the Company have created mortgage by way of deposit of title deeds 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 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 Assets on 19.12.2016 but due to failed restructuring, NPA date has been backdated to 30.11.2014 in accordance with the directives/guidelines relating to asset classifications issued by the 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 Shri Ashok Gutgutia, S/O- Lt. Ramawatar Gutgutia, Shri Manoj Kumar Agarwal, S/O- Shri Ram Prasad Agarwal.



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 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 (in aggregate) due and owing to the Banks is the sum of Rs.154,19,78,763.00 (Rupees One Hundred fifty four crore nineteen lac Seventy Eight thousand seven hundred sixty three only) as on 23.10.2017. You are also liable to pay future interest w. e. f 24.10.2017 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.154,19,78,763.00 (Rupees One Hundred fifty four crore nineteen lac Seventy Eight thousand seven hundred sixty three only) as on 23.10.2017 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.

Your kind attention is invited to provisions of sub-Section (8) of Section 13 of the SARFAESI Act whereunder 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, 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 tendered before publication of notice for sale of the secured assets by public auction, by inviting quotations, tender from public or by private treaty, you may not be entitled to redeem the secured asset(s)

The Bank reserves its rights to call upon you to repay the liabilities that may arise under the outstanding Bills Discounted, Bank Guarantees and Letters of Credit issued and established on your behalf as well as other contingent liabilities.

This notice is 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.

Yours faithfully,

(AUTHORISED OFFICER)
STATE BANK OF INDIA
Name:- Subrata Kumar Podder
Designation :- Chief Manager



SCHEDULE "A"

Sl. No	A/c no	Nature Of Facility	Outstanding	Accrued interest & charges (upto 23.10.2017)	Total Due as on 24.10.2017
Fund Based					
1	35206890319	CC	63309382	10902902	74212284
	11214377407	CC	202125497	34213142	236338639
	62436749827	CC	50849644	7078472	57928116
	34892065731	TL 1	5827090	848891	6675981
	32202664580	TL 2	32194238	5188210	37382448
	62251466279	TL 3	294639999	49400454	344040453
	62411255918	TL 4	122512500	19115596	141628096
	36114569143	TL 5	312742500	55664934	368407434
	36336164393	TL 6	135755000	18425961	154180961
	34842269825	FITL 1	56767714	9219935	65987649
	62405452594	FITL 2	48070409	7126293	55196702
			1324793973	217184790	1541978763
Non Fund Based					
1	LC	Sanctioned limit Rs 4.5 Crore			
2	Bank Guarantees	Sanctioned limit Rs 4.6 Crore			

@ Unadjusted cash collateral securities, viz. Bank's TDR, NSC, KVP, LIC policy(s) if any, will be adjusted to claim amount in due course.

SCHEDULE "B"

Sl. No.	Name of the Document	Nature of Security	Date of Execution	Amount Secured(Rs.)
1	C-1, C-2, C-4, C-5 C-7	Hypothecation & Agreement	20.02.2012	53.70 Cr
2	Sanction letter (RMME-1/SME-ASN/13-14/104 Board Resolution, Form C1- A, Form C2- A, Form C4- A, Form C 5, Omnibus Counter Guarantee, CIBIL Consent Letter, Permission for creation of 2 nd charge by WBFC , TRIPERTITE AGREEMENT	Hypothecation & Agreement	15.01.2014	60.20 Cr
3	Master Restructuring Agreement , Joint Deed of Hypothecation, joint Deed of Hypothecation for TL/ FITL, Working capital Consortium Agreement , Consortium Term Loan Agreement Trust and Retention account Agreement , Inter Se Agreement, Inter Se Agreement for TL and FITL, Deed of Guarantee, Letter of Under Taking, Letter of Authority to Lead Bank, Board Resolution	Hypothecation & Agreement	30.03.2015	224.81 Cr
4	Revival Letter , Board Resolution for Documents dated 20.02.12 & 15.01.2004		24.05.2016	



SCHEDULE 'C'

PART I

Nature of Charge: Hypothecation of Stocks, stocks in trade, receivable, entire current assets, plant and machineries, etc, of the company

PART II

Description of Property mortgaged by deposit of title Deed

Property No : 1

Factory situated at Patratu Industrial Area, Ramgarh, Jharkhand, Pin-829119.

Owner of the Properties:- Burnpur Cement Ltd (Lessee)

All that piece and parcel of landed area over which the building, plant & machineries and stocks of Burnpur Cement Ltd are located at Patratu unit of Burnpur cement at Patratu Industrial Area, Plot No. A-8P,9,10,11,B-38,39,40,C-7P,8,9,10,11&XP, Block: D & E, Mouza Kariya, & Solya, Patratu Industrial Area, Ramgarh, Jharkhand, Pin-829119. cover under Lease deed No 1389 of 2009

Property No : 2

Land & Building within the boundary wall situated at NH - II, Jublee, Po + P.s Salanpur, Samdi Road, Asansol, Burdwan

Owner of the Properties:- Burnpur Cement Ltd.


All that piece and parcel of landed property and structure(s) therein at Mouza Dharma, Asansol, Kh no 274, Plot No. 212,218,220, 221,222,226, 229, 230, 255, 258 & 285 covered under Deed no 1963, 1964, 1965, 1966, 1967, 1969, 1970, 1971, 1972, 1973 & 1974 of 2007

Property No : 3

Asansol unit :- Village: Palashdiha Panchgachia Road, Kanyapur Asansol WB 713341

Land is in the name of the Shri Ashok Gutgutia and Burnpur Cement Ltd

All that piece and parcel of landed area over which the building, plant & machineries and stocks of Burnpur Cement Ltd are located at Mouza – Palashdiha, Asansol Kh no 862, RS Plot no 84, 87, 93, 94, 95, 96, 97, 98, 99, 102, 103, 104, 105, 108, 109, 110, 116, 120, 121 & 122, LR Plot No. 57, 99, 100, 101, 103, 108, 189 & 108/718., cover under Deed No. 3664, 3447 & 3617 of 1988, 5077, 5078, 5503, 1982, 1377, 847 & 1395 of 1990, 2300 & 2301 of 1992, Gift Deed No 5272 of 2002, 5657 & 5660 of 2011


(AUTHORISED OFFICER)
STATE BANK OF INDIA
Name:- Subrata Kumar Podder
Designation :- Chief Manager

