



CENTRAL TO YOU SINCE 1911

CORPORATE FINANCE BRANCH

1ST FLOOR, 33 N.S. ROAD, KOLKATA-700001, (WB)

Phone-(033) 22303606/22624654, fax-(033) 22624653, SWIFT - CBININBBCAL,

IFSC - CBIN0283842

BRANCH CODE-03842, ALFA CODE-CORKOL

E-Mail: agmcfb3842@centralbank.co.in

(REGISTERED WITH A/D)

Date-13.02.2019

To,
 ✓ M/s. Burnpur Cement Ltd.
 Reg Office
 Cement House, Sarada Pally
 Ashok Nagar, Asansol 713304

Palasdiha
 Panchgachiya Road
 PO Kanyapur
 Asansol 713341
 Dist Burdwan WB

Corporate Office
 Gujarat Mansion,
 14 Bentinck Street
 2nd floor, Kolkata 700001

7/1 Anandilal Poddar Sarani (Russel Street)
 5th floor, Flat No 5B, Kanchana Building
 Kolkata 700011

**NOTICE U/S 13 (2) OF THE SECURITISATION AND RECONSTRUCTION OF
 FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002.**

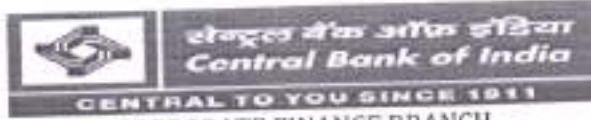
The undersigned, being the Authorised Officer of Central Bank of India, Corporate Finance Branch, 1st Floor, 33 N.S Road, Kolkata- 700001 in terms of provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and rules made thereunder (here in after referred to as the Act) do hereby issue this notice to you on behalf of Central Bank of India as under:

- 1) We have, at your request, granted to your Public Limited Company viz. M/s. Burnpur Cement Limited various credit facilities from time to time as per under:

Nature of Facility	Limit (Rs. In Crores)	Ledger O/S Balance (as on 13.02.2019)	Discharge amount (as on 13.02.2019)
CC	4.80	36987000.33	55514562.00
TL (Run down)	29.67	296600000.00	423658058.00
FTL	13.00	123350000.00	175933474.00
FITL (Run down)	4.87	48355000.00	65787575.00
LC/BG	1.70	-	-
TOTAL	54.04	505292000.33	720893669.00

- 2) We inform you that, out of total amount of Rs. 720893669/- (Rupees Seventy Two crore Eight Lacs Ninety Three Thousand Six Hundred and Sixty Nine only) due to us as on 13.02.2019, you have defaulted in repayment of entire due amount.





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- 3) As you have defaulted in repayment of your full liabilities, we have classified your dues as Non-Performing Asset on 30.12.2016 in accordance with the guidelines of the Bank/directions or guidelines issued by the Reserve Bank of India.
- 4) We also inform you that in spite of our repeated notices and oral requests for repayment of the entire amount due to us, you have not so far paid the same.
- 5) You are aware that this limit granted by us is secured by the following assets/security agreements on pari passu basis with other member banks of the consortium as follows :

Primary Security :

Term Loan : EM over the factory land of the company measuring 60 acres in Patratu Industrial Area, Jharkhand (Plot No A- 8P, 9, 10, 11B, 38,39, 40C-7P,8,9,10,11, XP Block D & Block E) vide lease deed No 1389 dated 30.03.2009 including Building & Immoveable properties thereon and charge over entire PM & other moveable assets present and future, of the Patratu Cement Project on 1st Parri Passu basis with all other Term Lenders of Patratu Cement Project and Ranchi Industrial Development Authority.

Cash Credit : Hypothecation charge over entire current assets/stock/Work in Progress, receivables and other current assets of the unit.

Collateral Security :

- i) Hypothecation charge of capital work in progress (Patratu, Jharkhand project) on pari passu basis with other three banks.
- ii) 2nd charge on all current assets (Present & Future) of the proposed Patratu Cement project on Parri Passu Basis with all other term lenders of the proposed Patratu Cement project.
- iii) Second charge on stocks and receivables and Plant and Machinery of Unit 1 at Asansol for the consortium lenders of Unit II.

Details of above referred hypothecated and mortgaged property as listed in schedule annexed.

- 6) For the reasons stated above, we hereby call upon you to discharge in full your aforesaid liabilities along with all further accrued interest and charges thereupon at contractual rate of interest due to us within a period of 60 days from the receipt of this notice, failing which we will be exercising the powers under section 13 (4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, against the secured assets mentioned above. The powers available to us under section 13 of the Act, inter alia, includes power to (i) take possession of the secured assets of the borrower including the right to transfer by way of lease, assignment or sale for realizing the secured asset, (ii) take over the management of the business of the borrower including the right to transfer by way of lease, assignment or sale and realize the secured asset, (iii) appoint any person as Manager to manage the secured assets the possession of which has been taken over by us (secured creditor) and any transfer of secured asset by us shall vest in the transferee all rights in, or in relation to, the secured asset transferred as if the transfer has been made by you. (iv) require at any time by notice in writing, any person who has acquired any of the secured assets from you and from whom any money is due or may become due to you, to pay to us (secured creditor), so much of the money as is sufficient to pay the secured debt.





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- 7) The amount realized from the exercising of the powers mentioned above, will first be applied in payment of all costs, charges and expenses which in the opinion of us have been properly incurred by us or any expenses incidental thereto, and secondly applied in discharge of the dues of us as mentioned above with contractual interest from the date of this notice till the date of actual realization, and residue of the money, if any shall be paid to the person entitled thereto in accordance with his right and interest, if no person is entitled to receive such amount, shall be paid to you.
- 8) Please take note that after receipt of this notice, you shall not transfer by way of sale, lease or otherwise any of the secured assets referred to in this notice, without prior consent of the secured creditor. We draw your attention to section 29 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, which awards imprisonment up to one year, or with fine, or with both, if you contravene the provisions of the Act.
- 9) We also inform you that, notwithstanding our action or proceeding under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, we reserve our right either (i) to simultaneously file, proceed and pursue suits/Applications/cases against you and or guarantors before DRT/Court, as the case maybe, to realize the outstanding dues from you and or guarantors, and or (ii) to proceed against you and or guarantors before Debts Recovery Tribunal/courts, for recovery of the balance amount due to our Bank, if the entire outstanding amount together with the contractual rate of interest, are not fully satisfied with the sale proceeds of the secured assets.(iii) to proceed against you and or guarantor/s for initiating Criminal action for the acts, or omission committed by you under the provisions of law. (iv) to publish your name, address along with your photograph as a defaulter of the Bank's dues in the newspaper and/or magazines and/or on the website.
- 10) Your attention is invited to the provisions of Sub-section (B) of Section 13 of the Act, in respect of the time available to redeem the secured assets.
- 11) This notice is issued without prejudice to any other rights available to Central Bank of India under the aforesaid Act and/ or any other law in force.


(T K Roy)
AUTHORISED OFFICER
CENTRAL BANK OF INDIA



Copy to:

Personal Guarantor	
Name	Address
1 Shri Ashok Gutgutia	Reg Office: Cement House, Sarada Pally Ashok Nagar, Asansol 713304 Corporate Office: 7/1 Anandilal Poddar Sarani (Russel Street) 5 th floor, Flat No 5B, Kanchana Building Kolkata 700071



सेंट्रल बैंक ऑफ इंडिया
Central Bank of India

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2	Shri Manoj Kumar Agarwal	<p>Reg Office: Cement House, Sarada Pally Ashok Nagar, Asansol 713304</p> <p>Corporate Office- 7/1 Anandilal Poddar Sarani (Russel Street) 5th floor, Flat No 5B, Kanchana Building Kolkata 700071</p> <p>25A Sarat Bose Road Sindhya Apartment Flat No 1B, 1st floor PS Bhawanipore Kolkata 700020</p>
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You are requested to make the payment of the amount mentioned in the notice in terms of the guarantee executed by you.





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SCHEDULE : 'A'

(Details of hypothecated properties of Patratu unit, charge Pari passu with consortium banks)

ALL THAT hypothecated stocks / work in progress including all finished and manufactured products and articles together with ALL Plant and machineries, current assets, capital work in progress and all other movable fixed assets, both present & future receivable, spares, components that are stored or to be stored at Patratu, Jharkhand and also at the corporate office at 'Gujarat Mansion', 2nd Floor, 14, Bentinck Street, Kolkata - 700 001, and elsewhere or in transit and Book Debts outstanding in the books of Burnpur Cement Ltd.

SCHEDULE : 'A/1'

(Details of hypothecated properties of Asansol unit, 1st charge with SBI for exclusive finance for Asansol unit and 2nd charge with consortium lenders of Patratu Unit)

ALL THAT hypothecated stocks / work in progress including all finished and manufactured products together with ALL Plant and machineries, fixed and current assets, accessories and any other goods, articles, spares, components that are stored or to be stored at Palasdiha, Panchgachiya Road, P.O. Kanyapur, Asansol - 713341, Dist. Burdwan, West Bengal and also at the corporate office at 'Gujarat Mansion', 2nd Floor, 14, Bentinck Street, Kolkata - 700 001, and elsewhere or in transit and Book Debts outstanding in the books of Burnpur Cement Ltd.

SCHEDULE-B

(Details of Mortgaged property of defendant no.1 for Patratu Unit, charge Pari passu with consortium banks)

ALL THAT piece and parcel of land admeasuring an area of 60 acres located at Patratu Unit of Burnpur Cement at Patratu Industrial Area with structures thereon at Plot No. A-8P, 9, 10,11, B-38, 39, 40, C-7P, 8, 9, 10, 11 and X P, Block : D & E, under Mouza - Kariya & Solya, Patratu Industrial Area, Ramgarh, Jharkhand, Pin - 829119 in respect of Lease Deed No. 1-1389 of 2009.





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SCHEDULE : 'C'

(Details of Mortgage property of Asansol unit, 1st charge with SBI for exclusive finance for Asansol unit and 2nd charge with consortium lenders of Patratu Unit)

ALL THAT piece and parcel of land admeasuring an aggregate area of 6.535 acres (489.75 decimal) along with building and structures thereon appertaining to Khatian 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 situated and lying at Village - Palashdiha Panchgachia Road, Kanyapur Asansol, W.B. - 713341 under Mouza- Palasdihi, Asansol., pertaining to Title Deeds being nos.3664 of 1988, 3447/88, 3617/ 88, 5077/90, 5078/90, 5503/90, 1982/ 90, 1377/ 90, 847/ 90, 1395/90, 2300/ 92 , 2301/92 , 5657/ 11 and 5660/11 of Burnpur Cement Ltd. and Gift Deed being no. 5272 of 2002 standing in the name of Shri Ashok Gutgutia.

SCHEDULE-D

(Details of Mortgage property of Asansol unit, 1st charge with SBI for exclusive finance for Asansol unit and 2nd charge with consortium lenders of Patratu Unit)

ALL THAT piece and parcel of land admeasuring a area of 773 decimal with structures thereon situated appertaining to Khatian No.274, Plot No.212, 218, 220, 221, 222, 226, 229, 230, 255, 258 & 285 situated and lying at NH-11, Jublee, P.O. & P.S. Salanpur, Samdi Road, Asansol, Burdwan under Mouza - Dharma, Asansol, in respect of Title Deeds being Nos.1963, 1964, 1965, 1966, 1967, 1969, 1970, 1971, 1972, 1973 & 1974 of 2007 standing in the name of Burnpur Cement Ltd.

