

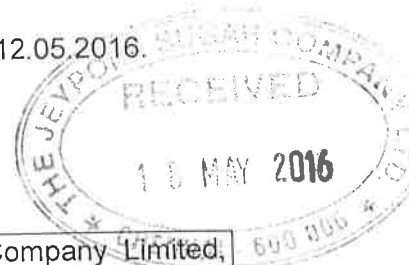


बैंक ऑफ बड़ौदा Bank of Baroda

BOB/CFS/ADV/12/30

Regd. Post A/D

Dt.12.05.2016.



**NOTICE TO BOROWER**  
**(UNDER SUB-SECTION(2) OF SECTION 13 OF THE SARFAESI ACT, 2002)**

M/S The Jeypore Sugar Company Limited Ramakrishna Buildings, 239, Anna Salai, Chennai-600006 - Address No.1	M/S The Jeypore Sugar Company Limited, Unit-II, VRK Sugars, Pothavaram, Nallajerja, West Godavari District, Andhra Pradesh- 534173 - Address No.3
M/s The Jeypore Sugar Company Limited Unit-1, VVS Sugars, Chagallu Village, West Godavari District, Anadhra Pradesh, Pincode No -534342 - Address No.2	Copy forwarded to Smt. Rajeswary Ramakrishnan, W/o (Late) Shri. P.R. Ramakrishnan, H.No:29, Sathiyarananan Avenue, Boat Club Road, R.A Puram, Chennai-60028.- Guarantor
Copy forwarded to Smt. Anita Prabhu, W/o Shri R.Prabhu, H.No:29, Sathiyarananan Avenue, Boat Club Road, R.A Puram, Chennai-60028 - Guarantor	

Dear Sirs/Madam,

**Re : Credit Facilities sanctioned by Our Branch.**

We refer to original sanction letter/documents dated 23.03.1992 and review with enhancement dated 26.07.1994 and review with sanction of Term Loan and decrease of CC limits dated 07.11.2006 and restructured credit facilities along with sanction of FITL dated 20.04.2009 CFS/ADV/05/384 and dated 28.09.2011 CFS/ADV/07/802 conveying sanction of various credit facilities and the terms of sanction and modifications in sanction terms from time to time at your request. Pursuant to the above sanction you have availed and started utilising the credit facilities after providing security for the same as agreed upon, as hereinafter stated. The present outstanding in various loan/credit facility accounts and the security interests created for such liability are as under:

Nature and type of facility	Limits (Rs in lacs)	Rate of Interest	Dues as on 30.04.2016	Security agreement with Brief description of documents executed among other documents
Term Loan	2700.00	As per the sanction letters dated as mentioned above and as per changes in Rate of Interest and Base Rate	21,90,66,965	1. Demand promissory Note for Rs 30.00 Crores dated 11.12.2006 signed by the company. 2. Letter of installment with acceleration clause dated 11.12.2006. 3. Term Loan agreement dated 11.12.2006, 21.11.2011 4. General undertaking dated 11.12.2006. 5. Hypothecation of movable

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Corporate Financial Services Branch, IInd Floor, 74, Theagaraya Road, Near Panagal Park, T. Nagar,  
Chennai 600 017, India फोन / Phone 91 044 23454 251 / 252 / 253, 2815 1023, AGM 23454 254 ( Direct)  
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of the Bank with effective ROI at present at 4.0% over base rate of the bank, which at present is 9.65% p.a. (ROI charged 13.65% p.a. with monthly rests)

6. machinery dated 11.12.2006 and supplemental composite instrument of hypothecation of Goods, Book-debts, Moveable Machinery & Vehicles of the company dated 21.11.2011
7. General Form of Guarantee signed by Smt. Rajeswary Ramakrishnan and Shri P.R.Ramakrishnan ( late) dated 11.12.2006 .
8. Board Resolution of the Borrowing company dated 25.10.2006 .
9. Undertaking dated 11.12.2006, 21.11.2011
10. Declaration and undertaking dated 16.04.2007, 01.10.2007, 29.06.2012 and 29.08.2012 recorded in the Books of IDBI evidencing creation of mortgage-regarding subsisting encumbrances sworn by the authorized Director of the company.
11. Memorandum of Entry no.1062 dated 20.03.2007 and 16.04.2007 recorded in the Books of IDBI evidencing creation of mortgage in favour of IDBI , Bank of Baroda, Andhra Bank and State Bank of Hyderabad on First Pari passu charge (The details of properties mentioned in Annexure-Part-I- Part -A , Part -B and Part-C)
12. Memorandum of Entry no.1097 dated 1.10.2007 recorded in the Books of IDBI evidencing creation of mortgage in favour of IDBI , Bank of Baroda, Andhra Bank and State Bank of Hyderabad on First Pari passu charge (The details of properties mentioned in Annexure Part II )
13. Memorandum of Entry no.40 dated 29.06.2012- recorded in the



				<p>Books of IDBI evidencing creation of mortgage in favour of IDBI , Bank of Baroda, Andhra Bank and State Bank of Hyderabad on First Pari passu charge (The details of properties mentioned in Annexure Part- I Part -A , Part -B &amp; Part-C and Part-II)</p> <p>14. General Form of Guarantee signed by Smt. Anitha Prabhu dated 21.11.2011</p> <p>15. Letters of Acknowledgement of Debt dated 25.06.2009 and 15.11.2011 and 07.01.2014</p>
Funded Interest Term Loan -Term Loan IV	778.00	As per the sanction letters as mentioned and as per changes in Rate of Interest and Base Rate of the Bank with effective ROI at present at 4.5% over base rate of the bank, which at present is 9.65% (ROI Charged at present 14.15% p.a. with monthly rests)	6,29,34,263	<p>1. DPN Rs.778/- lacs dated 21.11.2011.</p> <p>2. Letter of installment with acceleration clause dated 21.11.2011</p> <p>3. Letter of Authority in Bank's favour under CIBIL clause dated 21.11.2011</p> <p>4. Undertaking dated 21.11.2011.</p> <p>5. General undertaking dated 21.11.2011</p> <p>6. Term loan agreement dated 21.11.2011</p> <p>7. Supplemental Composite instrument of Hypothecation agreement dated 21.11.2011</p> <p>8. General Form of Guarantee signed by Smt.Anitha Prabhu for Rs.778/- lacs dated 21.11.2011</p> <p>9. Board Resolution of the company dated 10/11/2011 authorising the borrowing.</p> <p>10. General Form of Guarantee signed by Smt. Rajeswary Ramakrishnan dated 21.11.2011.</p> <p>11. Letters of Acknowledgement of Debt dated 15.11.2011 and 7.1.2014</p> <p>12. Memorandum of Entry no.41dated 30.08.2012 recorded in the Books of IDBI evidencing creation of mortgage in favour of IDBI , Bank of Baroda and Andhra Bank on First pari passu charge (The details of properties mentioned in Annexure-Part -III)</p>



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Bank of Baroda

Cash Credit facility	100.00	As per the sanction letters as mentioned above and as per changes in Rate of Interest and Base Rate of the Bank with effective ROI at present at 4.0% over base rate of the bank, which at present is 9.65% p.a. (ROI charged at present 13.65% p.a. with monthly rests)	27,67,369	<ol style="list-style-type: none"><li>1. Cash Credit ( Hypothecation of Stocks &amp; Book Debts)</li><li>2. Demand Promissory Note for Rs.5,00,00,000/- dated 23.03.1992 and for Rs.1,75,00,000/- dated 26.07.1994.</li><li>3. Letter of Continuing Security dated 23.03.1992 and 26.07.1994.</li><li>4. Agreement of Hypothecation dated 23.03.1992, 26.07.1994 and 27.02.2013 hypothecating all tangible movables, including all stocks of sugar, molasses, packing materials, stores and spares situated / lying and being at their factory and godowns.</li><li>5. General Form of guarantee dated 23.03.1992- Rs 5,00,00,000/- 26.07.1994-Rs 1,75,00,000/- signed by Sri P.R.Ramakrishnan ( late) and Smt. Rajeswary Ramakrishnan and dated 27.02.2013- 1,00,00,000/- signed by Smt.Rajeswary Ramakrishnan and Smt. Anitha Prabhu</li><li>6. Second Pari passu charges on Mortgage of immovable property situated at Chagallu and Yerragudem Village, West Godavari Dist. , A.P. created by deposit of title deeds made at Madras on the 11<sup>th</sup> day of March 1994.</li><li>7. Letters of Acknowledgement of Debt dated 26.08.1994, 07.03.1997, 27.08.1999, 22.08.2002, 14.02.2005 04.02.2008 , 25.06.2009, 15.11.2011.and 7.1.2014</li><li>8. Working Capital Consortium Agreement dated 27.02.2013 signed by the company and Bank of India (Lead Bank)</li></ol>
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9. Mortgage by deposit of title deeds created by the company on 07.02.2014 with IDBI Bank-Consortium Agent in respect of its immovable properties situated at Chagallu Village, West Godavari District in the State of Andhra Pradesh in various Survey Nos, total admeasuring 21 Acres 96 1/12 Cents in Part-A, 77 Acres 76 Cents in Part-B (on Second Charge Basis to Working Capital Bankers including Bank of Baroda's CC limit of Rs 1.00 Crore. ( Annexure Part-I - Part -A , Part -B)
10. Mortgage by deposit of title deeds created by the company on 07.02.2014 with IDBI Bank-Consortium Agent in respect of its immovable properties situated at Yernagudem Village, West Godavari District in the State of Andhra Pradesh in Re-Survey No2 total admeasuring 14.00 acres (on second charge basis to Working Capital Bankers including Bank of Baroda's CC limit of Rs 1.00 Crore ( Annexure Part-I - Part -C)
11. Mortgage by deposit of title deeds created by the company on 07.02.2014 with IDBI Bank-Consortium Agent in respect of its immovable properties situated within the village limits of Pothavaram, Kommugudem, Duvva, M.Nagulapalli, Chintalapudi, Gavaravaram, Pthineedupalem, Makkinavarigudem, Vegavaram, Panigidigudem, Nallajerla, Yerramillipadu, and Gowripatnam, Sub-Registration District Pothavaram, District West Godavari, in the state of Andhra Pradesh in various Survey Nos, total admeasuring 123.71 acres (on second charge basis to Working Capital Bankers including Bank of Baroda's CC limit of Rs 1.00 Crore.)



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(The details of properties mentioned in Annexure Part II)

As you are aware, you have committed defaults in payment of interest/installments on above loans/outstanding and you have been informed of such defaults from time to time.

Consequent upon the defaults committed by you, your loan accounts have been classified as non-performing asset on 31.3.2014 with NPA date relating back to Restructure Date i.e., 31.03.2009 in accordance with Reserve Bank of India directives and guidelines. In spite of our repeated requests and demands you have not repaid the overdue amount including interest thereon after making insufficient bulk payments upto 31.3.2015 and smaller remittances thereafter which were neither commensurate with the size of the overdues nor helpful in adjustment of the overdues notified to your goodself from time to time.

Having regard to your inability to meet your liabilities in respect of the credit facilities duly secured by various securities mentioned in above, and classification of your account as a non-performing asset, we hereby give you notice under sub-section (2) of section 13 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and call upon you to pay in full and discharge your liabilities to the Bank aggregating Rs.28,47,68,597/- crores (Rupees Twenty Eight Crores Forty Seven Lakhs Sixty Eight Thousand and Five Hundred Ninety Seven only) plus applicable interest, charges, legal charges, liquidated damages, overdue interest etc upto the date of adjustment of dues within -60- days from the date of this notice. We further give you notice that failing payment of the above amount with interest till date of payment, we shall be free to exercise all or any of the rights under sub-section (4) of section 13 of the said Act, which please note.

Please note that, interest and other charges/moneys will continue to accrue at the rates specified in para 1 above for each credit facility until payment in full.

We also refer to the notice under Section 13 (2) of SARFAESI Act issued by IDBI Bank Ltd vide reference No.IDBI/CBG-I/JSCL/SARFAESI/1083 dated 9.12.2015 wherein they have demanded their dues aggregating to Rs.116,12,31,171.04 as on 1.11.2015 + accrued interest upto the date of payment and would like to inform that we have given consent to IDBI Bank Ltd vide our letter No.BOB/CFS/ADV/11/574 dated 7.4.2016 for initiation of SARFAESI proceedings on our behalf as a pari passu charge holder **and it would be in order for them to represent our interest also as per law.**

We invite your attention to sub-section 13 of **Section 13** of the said **Act** in terms of which you are barred from transferring any of the secured assets referred to in para 1 above by way of sale, lease or otherwise (other than in the ordinary course of business) without obtaining our prior written consent. We may add that non-compliance with the above provision contained in section 13 (13) of the said Act, is an offence punishable under section 29 of the Act.

Please note that this demand notice is without prejudice to and shall not be construed as waiver of any other rights or remedies which we have, including without limitation, the right to make further demands in respect of sums owing to us.

कार्पोरेट वित्तीय सेवाएं शाखा, दूसरी मंज़िल, 74, त्यागराया रोड, पनगल पार्क के पास, टी. नगर, चेन्नै 600 017, इंडिया  
Corporate Financial Services Branch, IIInd Floor, 74, Theagaraya Road, Near Panagal Park, T. Nagar,  
Chennai 600 017, India फोन / Phone 91 044 23454 251 / 252 / 253, 2815 1023, AGM 23454 254 ( Direct)  
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Yours faithfully,



(D V Giri)  
Authorized Officer and  
Asst General Manager  
CFS Branch, Chennai

Encl: Details of assets charged to the Bank

Copy forwarded to  
Smt. Anita Prabhu, W/o Shri R.Prabhu, H.No:29, Sathiyaranan Avenue, Boat Club Road, R.A  
Puram, Chennai-60028 - Guarantor

Copy forwarded to  
Smt. Rajeswary Ramakrishnan,  
W/o (Late) Shri. P.R. Ramakrishnan, H.No:29, Sathiyaranan Avenue, Boat Club Road, R.A  
Puram, Chennai-60028.- Guarantor



All the above facilities are secured by the following assets:

**The Hypothecated Assets:**

First Pari-passu charge on the whole of the movable properties of the borrower including its movable plant and machinery, machinery spares, tools and accessories, current assets (including debtors) and other movables, both present and future whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of the security offices, premises, factories, and godowns or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order, or delivery, howsoever and wheresoever in the possession of the Borrower and either by way of substitution or addition.

**The mortgaged Assets:**

Part- I- Chagallu immovable properties

Part-A

" All those pieces and parcels of land situate at Chagallu Village, West Godavari District in the State of Andhra Pradesh bearing the following Survey Numbers and Corresponding extents :

Item No	Re-Survey No.	Acres	Extent Cents
1	633/8	4	50
2	661/5	0	20
3	622/11	0	32
4 (I)	622/10	1	00
(II)	622/10	0	24
(III)	622/10	0	90
5	622/9	1	16
6	621/13	0	79
	622/8	0	34
	621/12	1	72
7 (I)	621/11	1	74
(II)	621/11	0	80
8 (I)	621/10	0	57 1/3
(II)	621/10	0	30
(III)	621/10	0	28 1/2
(IV)	621/10	0	57 2/3
9	622/6	0	98
	623/1	0	15
	621/8	0	01
10	641/3	2	17 1/3
11	621/9	0	91
	621/7	1	15 1/4
	622/5	0	14
12	287/4	1	00
Total		21	96 1/12





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Together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

Part B

“ All those pieces and parcels of land situate at Chagallu Village, West Godavari District in the state of Andhra Pradesh bearing the following survey numbers, corresponding extents:

Item No	Re-Survey No.	Acres	Extent Cents
1			
I	624	5	40
II	625	0	20
III	628/1	1	07
IV	628/2	1	07
V	628/3	2	14
VI	627/2	4	75
VII	627/6	0	50
VIII	661/1	1	68
IX	623/1	1	68
X	627/1	0	85
XI	626	1	36
XII	661/3	2	94
XIII	623/3	2	10
XIV	627/4	2	66
XV	623/4	1	39
XVI	627/5	1	78
XVII	623/5	1	51
XVIII	623/6	1	55
XIX	627/7	3	06
XX	661/4	6	74
XXI	661/6	1	16
XXII	633/2	5	09
XXIII	633/3	4	45
2			
I	623/2A	0	80
II	627/3A	0	38
3			
I	623/2B	0	81
II	627/3B	0	37
4	633/6	2	86
5	633/1	3	86
6	633/4	2	75
7	633/4	0	90
8	633/7	3	84
9	502/4	1	78
	498/2	0	25
10	488/2	1	28
11	633/5	2	75
Total		77	76

Together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

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Corporate Financial Services Branch, IInd Floor, 74, Theagaraya Road, Near Panagal Park, T. Nagar,  
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PART-C

"All those pieces and parcel of land situate at yernagudem village, West Godavari District in the state of Andhra Pradesh bearing the following survey number and corresponding extent:

Item No	Re-Survey No.	Acres	Extent Cents
1	2	14	00

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

**Part-II-Pothavaram immovable Properties**

All those pieces and parcels of land situate within the village limits of Pothavaram, Kommugudem, Duvva, M.Nagulapalli, Chintalapudi, Gavaravaram, Pothineedupalem, Makkinavarigudem, Vegavaram, panigidigudem, Nallajerla, Yerramillipadu, and gowripatnam, Sub-Registration District Pothavaram, District West Godavari, in the State of Andhra Pradesh bearing the following Survey Numbers and corresponding extents:

No	Village	Survey No	Extent
1	Pothavaram	27/2B	1.00
2	Pothavaram	26/2D, 26/2E	4.09
3	Pothavaram	32/2	3.58
4	Pothavaram	32/3	4.31
5	Pothavaram	34/1	1.19
6	Pothavaram	27/1, 32/3	4.31
7	Pothavaram	33/1, 34/1	2.40
8	Pothavaram	26/1	2.69
9	Pothavaram	77/1B, 77/2C	1.42
10	Pothavaram	77/2C	2.91
11	Pothavaram	77/1B	1.42
12	Pothavaram	27/2C	4.70
13	Pothavaram	28/2A 29/4 28/1	1.87 0.03 0.49
14	Kommugudem	28/2A 29/4 28/1 29/3C	1.86 0.03 0.40 0.07
15	Pothavaram	27/2A,, 27/2B, 26/4	5.28
16	Pothavaram	26/2A	2.13
17	Pothavaram	77/1A	2.31
18	Pothavaram	26/2B	2.06
19	Pothavaram	26/2C	4.00
20	Pothavaram	34/2	3.12
21	Pothavaram, Duvva, Kothagudem, Makkinavarigudem	77/2A, 77/2b 77/2D	4.01
22	Pothavaram	26/3B, 26/3c, 26/3/D	4.01



23	Pothavaram	26/3A	1.73
24	Pothavaram, Vegavaram, Panigidigudem, Nallajerla Yerramillipadu	28/2B 28/2C 28/2D 28/2E 28/2F 28/2G	0.56 1.08 2.22 1.24 1.38 0.86
25	Gowripatnam	28/2C	0.73
26	Pothavaram	28/2B	0.73
27	Pothavaram	29/1	3.25
28	Pothavaram	29/2 29/3A 32/1	9.85
29	Pothavaram	29/3A, 28/1, 29/3B	2.19
30	Pothavaram	25/1, 30/1B	6.50
31	Pothavaram	30/1A	6.03
32	Pothavaram.	17/B2, 16/B2, 15	13.54
33	Pothavaram	30/3, 30/2	0.64
	Total Extent in (Acres)		123.71

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

### Part- III Jangareddygudem immovable properties

All those pieces and parcels of freehold land admeasuring an extent of 80 Acres 17 cents comprised in following Survey Numbers together with the factory buildings thereon situate at Jangareddygudem village and Mandal, West Godavari District, in the State of Andhra Pradesh as given below :

No	Syno	Acres	Doc No
1	30/5, 29/3	3.86	1648/1993
2	243	5.00	247/1983
3	243	5.00	260/1983
4	243	3.00	398/1983
5	243	2.21	410/1983
6	243	3.00	421/1983
7	243	3.76	463/1983
8	247/2	0.56	1387/1984
9	247/1	1.13	1/1985
10	243	6.00	2214/1992
11	243	6.00	2316/1992
12	247/1	6.00	2427/1992
13	243	5.00	2529/1992
14	243	2.08	2852/1993
15	243	1.46	19/1994
16	243	3.00	329/1994
17	243	2.00	352/1994
18	233/1B	1.86	487/1994
19	3/157/1	0.10	488/1994
20	243	2.50	1074/1994
21	3/157/1	0.10	1366/1994
22	243	2.50	1367/1994



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23	243	3.00	1624/1994
24	243	3.00	1625/1994
25	243	2.50	2100/1994
26	240	2.39	2283/1994
27	240	2.30	2291/1994
28	240	1.70	2351/1994
29	243	3.05	542/1996
30	243	1.26	543/1993
TOTAL		85.32	Total land purchased by the company
		5.15	Land acquired by the Govt
		80.17	Land remaining with Company

Bounded on

North : Land in Sy Nos 138, 233

South by : Land in Sy Nos 240, 254, 257

East by : Land in Sy Nos 237, 238, 239

West by : Land in Sy Nos 137, 266

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth