बैंक ऑफ़ इंडिया
Bank of India BOI

PUNE RECOVERY BRANCH

पुणे वसूली शाखा

1162/6 A, Shivajinagar, University Road, Pune- 411005, Maharashtra

1162/6 ए, शिवाजीनगर, यूनिवर्सिटी रोड, पुणे- 411005, महाराष्ट्र

Ref: PRB/DSW/2023-24/131

Date: 09.11.2023

By Courier/Registered Post A/D

To

1. Videocon Realty Infrastructures Ltd.,
   Auto Cars Compound,
   Adalat Road,
   Aurangabad – 431 005
   Guarantor(s)-Mortgagor(s) to the A/c Videocon Industries Ltd

2. Vissanji Estates Pvt. Ltd.
   Commercial Union House, 9,
   Wallace Street,
   Mumbai – 400001
   Guarantor(s)-Mortgagor(s) to the A/c Videocon Industries Ltd

3. Greenfield Appliances Pvt. Ltd.
   2275, Adat Bazar,
   Ahmednagar 414 001,
   Maharashtra.
   Guarantor(s)-Mortgagor(s) to the A/c Videocon Industries Ltd

4. Shree Dhoot Trading and Agencies Ltd.
   2275, Adat Bazar,
   Ahmednagar 414 001,
   Maharashtra
   Guarantor(s)-Mortgagor(s) to the A/c Videocon Industries

Sir(s),

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

1. You are aware that the Bank under consortium comprising of the Banks **(i) Bank of India (ii) Punjab National Bank (iii) Central Bank of India (iv) Union Bank of India (v) Indian Overseas Bank (vi) erstwhile Oriental Bank of Commence (now Panjab National Bank) (vii) Bank of Maharashtra (viii) erstwhile Syndicate Bank (now Canara Bank)** has granted various credit facilities aggregating to an amount of **Rs.1750.00 Crores (Rupees One Thousand Seven Hundred and Fifty Crores Only)** to **M/s. Videocon Industries Ltd.** (principal

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debtor), for which you stood as Corporate Guarantor/ guarantor along with others and executed letter of guarantee(s) **dated 20.03.2015** by **1 to 3 among you** and Deed of guarantee dated **28.12.2016 by 4th among you** guaranteeing the due repayment of the said amounts and all interest, cost, charges and expenses due and accruing thereon by the Principal Debtor. The details of various credit facilities granted by the consortium of Banks comprising of **(i)** Bank **of India (ii) Punjab National Bank (iii) Central Bank of India (iv) Union Bank of India (v) Indian Overseas Bank (vi) erstwhile Oriental Bank of Commence (now Panjab National Bank) (vii) Bank of Maharashtra (viii) erstwhile Syndicate Bank (now Canara Bank)** and the outstanding dues thereunder as on the date of this notice are as under:

Name of the Bank	**Facility**	**Sanctioned Limit (Amount in Crores)**	**Outstanding dues as on 09.11.2023 (Amount in Crores)**	**Contractual dues as on 09.11.2023 (Amount in Rs)**
Bank of India	WCTL	300.00	230.74	589,51,97,831.82
Punjab National Bank	WCTL	250.00	225.00	549,04,84,935.22
Central Bank of India	WCTL	125.00	124.71	353,34,19,580.08
Union Bank of India	WCTL	125.00	74.29	1,44,14,51,594
Indian Overseas Bank	WCTL	200.00	185.00	507,58,56,199.88
Erstwhile Oriental Bank of Commence (now Panjab National Bank)	WCTL	150.00	132.41	354,52,55,685.95
Bank of Maharashtra	WCTL	450.00	405.00	1029,02,21,718.00
Erstwhile Syndicate Bank (now Canara Bank)	WCTL	150.00	175.21	175,88,11,300.60
	TOTAL	**1750.00**	1552.36	37,03,06,98,845.55

2. You are aware that you have undertaken liability under the said letter of GUARANTEE for repayment of various credit facilities granted by us to the said PRINCIPAL DEBTOR and you have secured the repayment of the said credit facilities by creating mortgage/charge in favour of the Bank on the following securities / your properties:-

Sr. No	Location	Owner	Area
1	Land with Bungalow situated at old survey no 4, Gut No. 7, village Kanchanwadi, Taluqa Aurangabad	Greenfield Appliances Pvt. Ltd.	Built-up approx. 5,000 Sq mt Land area 47,766.40 sq mts.
2	Plot no. 2, Plot no. 5, Plot no. 7, Plot no. 29, Plot no. 31, Plot no. 33, Plot no. 61, Plot no. 62 at Royal Palm, Goregaon East, Mumbai 400065 (8 units)	Videocon Realty & Infrastructures Ltd.	906.45 Sq Mts 685.36 Sq Mts 729.56 Sq Mts 902.18 Sq Mts 846.54 Sq Mts 1119.10 Sq Mts 781.65 Sq Mts 777.75 Sq Mts
3	Flat No. 101, 102, Vissanji Estates Co-Operative Housing Society (Videcon House), 99 Manav Mandir Road, Nepean Sea Road, Malabar Hill and Cumballa Hill Division, Mumbai-400060	Vissanji Estates Pvt. Ltd.	Super Built up area 9,994.40 Sf Ft Carpet area 7,688 Sq Ft
4	Plot no. 38 TTC industrial Area, village Pawne, navi Mumbai, Dist. Thane 400072	Shree Dhoot Trading and Agencies Ltd.	Plot area 11118 Sq Mt & Builtup area 3354.19 Sq Mt
5	Unit nos.: 5, 105, 108, 110 (04 units) Shiv Ashish Complex, Andheri- Kurla Road, Sakinaka, Mumbai 400 072	Shree Dhoot Trading and Agencies Ltd.	1728.00 Sqft
6	Unit nos.: 6, 12, 102, 104, 106, 112 (06 units) , Shiv Ashish Complex, Andheri-Kurla Road, Sakinaka, Mumbai 400 072	Videocon Realty & Infrastructures Ltd.	2928.00 sq ft
7	171 C, 17th Floor, C Wing, Mittal Court, Nariman point, Mumbai 400 021	Shree Dhoot Trading and Agencies Ltd.	3696.10 Sq ft carpet area 4435.32 sqft builtup area
8	Plot No C, Survey No. 10 B, Hissa No. 2 (Part), Opp. Sethi Industrial Estate, CTS No. 216 A together with structure standing thereon situated at , Village Gundawali, Suren Road, Andheri (East) Mumbai- 400 093	Videocon Realty & Infrastructures Ltd.	2200 Sq fts

3. As the principal debtor has defaulted in repayment of its liabilities, under the said facilities, the consortium of Banks have classified its dues as Non-Performing Asset on the following dates in accordance with the directions or guidelines issued by the Reserve Bank of India.

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Name of the Bank	Date of NPA
Bank of India	12.05.2016
Punjab National Bank	30.03.2016
Central Bank of India	02.05.2017
Union Bank of India	31.03.2016
Indian Overseas Bank	23.01.2017
Erstwhile Oriental Bank of Commence (now Panjab National Bank)	01.04.2017
Bank of Maharashtra	25.04.2017
Erstwhile Syndicate Bank (now Canara Bank)	27.06.2016

4. We also inform you that in spite of our repeated demands/requests for repayment of the amounts due to Bank, the principal debtor/s has not so far paid the same. You, therefore, as the corporate guarantors/Guarantors became liable to pay the said dues.

5. For the reasons stated above, we hereby give you notice under Section 13(2) of the above noted Act and call upon you to discharge in full your liabilities to the consortium of Banks by paying to the Banks to an aggregate amount of **Rs. 37,03,06,98,845.55 (Rupees Three Thousand Seven Hundred Three Crore Six Lakhs Ninety Eight Thousand Eight Hundred Forty Five and Paisa Fifty Five Only)** (contractual dues upto the date of notice), along with further interest at the agreed rate compounded with monthly rests (as per the details given below in the table) and all costs, charges and expenses incurred by the Bank till repayment by you, within a period of 60 days from the date of notice, failing which we will entirely at your risks as to costs and consequences exercise all or any of the powers under Section 13 of the Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, against the secured assets mentioned above.

बैंक ऑफ इंडिया Bank of India Pune Recovery Br. पुणे वसूली शाखा

Name of the Bank	Contractual dues upto 09.11.2023(Amount in Rs.	Rate of Interest
Bank of India	589,51,97,831.82	1Year MCLR + spread of 4.60% ie 13.40% p.a.
Punjab National Bank	549,04,84,935.22	MCLR +5.00% ie. 14.85 pa
Central Bank of India	353,34,19,580.08	BR+3.75%=13.70% pa
Union Bank of India	1,44,14,51,594	BR+4.00%+1% ie 14.60 p.a. wef from 31-03-2016
Indian Overseas Bank	507,58,56,199.88	1YR MCLR +4.25% i.e.13.75% p.a.
Erstwhile Oriental Bank of Commence (now Panjab National Bank)	354,52,55,685.95	BR +.3.45+ 13.70% Pa
Bank of Maharashtra	1029,02,21,718.00	BR + 3.30% ie. 13.70% p.a.
Erstwhile Syndicate Bank (now Canara Bank)	175,88,11,300.60	BR + 3.75% ie. 15.45% p.a.
Total	37,03,06,98,845.55	

6. While we call upon you to discharge your liability as above by payment of the entire dues to the Bank together with applicable interest and all costs, charges and expenses incurred by the Bank till repayment and redeem the secured assets, within the period mentioned above, please take important note that as per section 13(8) of the SARFAESI Act, the right of redemption of secured assets will be available to you only till the date of publication of notice for public auction or inviting quotations or tender from public or private treaty for transfer by way of lease, assignment or sale of the secured assets.

7. The amounts realised from exercising the powers mentioned above, will firstly be applied in payment of all costs, charges and expenses which are incurred by us and/or any expenses incidental thereto, and secondly in discharge of the Bank's dues as mentioned above with contractual interest from the date of this notice till the date of actual realisation and the residue of the money, if any, after the Bank's entire dues (including under any of your other dues to the Bank whether as borrower or guarantor) are fully recovered, shall be paid to you.

8. If the said dues are not fully recovered from the proceeds realised in the course of exercise of the said powers against the secured assets, we reserve our right to proceed against you and your other assets including by filing/continue legal/recovery

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action before Debts Recovery Tribunal/Courts for recovery of the balance amount due along with all costs etc. incidental thereto from you.

9. Please take note as per Sub Section (13) of the aforesaid Act after receipt of this notice, you are restrained from transferring or creating any encumbrances on the aforesaid secured assets whether by way of sale, lease, license, gift, mortgage or otherwise.

10. The undersigned is a duly authorised officer of the Bank of India to issue this notice and to exercise powers under Section 13 of aforesaid Act on behalf of Bank of India and also on behalf of other Consortium of Banks on the basis of the Letter of authority issued by the other member Banks.

11. Needless to mention that this notice is without prejudice to any other right or remedy available to the Bank.

Yours faithfully,

NAME: VIJAY SONKUSARE
DESIGNATION: ASSISTANT GENERAL MANAGER
& AUTHORISED OFFICER

Place: Pune
Date:09.11.2023

CC to:

1. Videocon Reality Pvt Ltd
   Auto Cars Compound,
   Adalat Road,
   Aurangabad - 431 005

2. Videocon SEZ Infrastructure Pvt Ltd
   Fort House,2'd Floor,221,
   D. N. Road, Fort,
   Mumbai - 400 001

3. US Non Trading Association
   Plot no. 18, Chakrawarthy Building,
   Adarsh CHS, Navrangpura,
   Ahmedabad - 380 009

बैंक ऑफ इंडिया Bank of India Pune Recovery Br. पुणे वसुली शाखा

Sir(s)

Re: Loan facility availed by M/s Videocon Industries Ltd from consortium of Banks

1. You are aware that the Bank under consortium comprising of the Banks **(i)** Bank **of India (ii) Punjab National Bank (iii) Central Bank of India (iv) Union Bank of India (v) Indian Overseas Bank (vi) erstwhile Oriental Bank of Commence (now Panjab National Bank) (vii) Bank of Maharashtra (viii) erstwhile Syndicate Bank (now Canara Bank)** has granted various credit facilities aggregating to an amount of **Rs.1750.00 Crores (Rupees One Thousand Seven Hundred and Fifty Crores Only)** to **M/s. Videocon Industries Ltd.** (principal debtor), for which you stood as Corporate Guarantor/ guarantor along with others and executed letter of guarantee(s) **dated 20.03.2015** guaranteeing the due repayment of the said amounts and all interest, cost, charges and expenses due and accruing thereon by the Principal Debtor. The details of various credit facilities granted by the consortium of Banks comprising of (i) Bank **of India (ii) Punjab National Bank (iii) Central Bank of India (iv) Union Bank of India (v) Indian Overseas Bank (vi) erstwhile Oriental Bank of Commence (now Panjab National Bank) (vii) Bank of Maharashtra (viii) erstwhile Syndicate Bank (now Canara Bank)** and the outstanding dues thereunder as on the date of this notice are as under:

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	TOTAL	**1750.00**	1552.36	37,03,06,98,845.55

Bank of India Pune Recovery Branch

2. As the principal debtor has defaulted in repayment of its liabilities, the consortium of banks have classified its dues as Non-Performing Asset on the following dates in accordance with the directions or guidelines issued by the Reserve Bank of India.

Name of the Bank	Date of NPA
Bank of India	12.05.2016
Punjab National Bank	30.03.2016
Central Bank of India	02.05.2017
Union Bank of India	31.03.2016
Indian Overseas Bank	23.01.2017
Erstwhile Oriental Bank of Commence (now Panjab National Bank)	01.04.2017
Bank of Maharashtra	25.04.2017
Erstwhile Syndicate Bank (now Canara Bank)	27.06.2016

3. As stated herein above, in view of the default committed by the principal debtor, you as the guarantor became liable jointly and severally for the said debt.

4. For the reasons stated above, we invoke your guarantee and hereby call upon you to discharge in full your liabilities by paying to the consortium of Bank (contractual dues upto the date of notice), along with further interest at the agreed rate compounded with monthly rests to an aggregate amount of **Rs. 37,03,06,98,845.55 (Rupees Three Thousand Seven Hundred Three Crore Six Lakhs Ninety Eight Thousand Eight Hundred Forty Five and Paisa Fifty Five Only)** (as per the details given below in the table) compounded with monthly rests within 60 days of receipt of this notice failing which we will be constrained to initiate legal action against you including by filing/continue to proceed appropriate legal proceedings against you before Debts Recovery Tribunal/Court for recovery of the said amounts with applicable interest from the date of the notice till the date of actual realisation along with all costs, expenses etc. incidental thereto.

बैंक ऑफ इंडिया Bank of India Pune Recovery Br. पुणे वसूली शाखा

Name of the Bank	Contractual dues upto 09.11.2023(Amount in Rs.	Rate of Interest
Bank of India	589,51,97,831.82	1Year MCLR + spread of 4.60% ie 13.40% p.a.
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Union Bank of India	1,44,14,51,594	BR+4.00%+1% ie 14.60 p.a. wef from 31-03-2016
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Bank of Maharashtra	1029,02,21,718.00	BR + 3.30% ie. 13.70% p.a.
Erstwhile Syndicate Bank (now Canara Bank)	175,88,11,300.60	BR + 3.75% ie. 15.45% p.a.
Total	37,03,06,98,845.55	

Yours faithfully,

NAME: VIJAY SONKUSARE
DESIGNATION: ASSISTANT GENERAL MANAGER
& AUTHORISED OFFICER

Place: Pune
Date: 09.11.2023

CC to

1. Videocon Industries Ltd
(Under CIRP through the Resolution Professional)
Registered Office at
14 K M Stone,
Aurangabad Paithan Road,
Village Chittegaon, Taluka Paithan,
Aurangabad, Maharashtra-431105
Communication address
171, 17th Floor, Mittal Court
C Wing, Nariman Point
Mumbai 400 021.

2. Mr. Venugopal N Dhoot
(Insolvency process action initiated against personal Guarantor)

बैंक ऑफ इंडिया Bank of India Pune Recovery Br. पुणे वसूली शाखा

Having address at
17/c, Mittal Court, C-Wing,
17th Floor, Nariman Point,
Mumbai – 400 021

<u>Also Address at</u>:
101, Videocon House,
First Floor, 99 Manav mandir Road,
Napean Sea Road, Mumbai 400006

3. Mr. R N Dhoot (the "Guarantor")
(Insolvency process action initiated against personal Guarantor)
Having address at:
17/c, Mittal Court, C-Wing,
17th Floor, Nariman Point, Mumbai – 400 021

4. P N Dhoot
(Insolvency process action initiated against personal Guarantor)
Having address at:
99, Videocon House, 1st Floor,
Manav Manadir Road,
Napean Sea Road, Mumbai- 400006

Sir (s)

Re: <u>Loan facility availed by M/s Videocon Industries Ltd from consortium of Banks</u>

Copy of the above said notice is endorsed to you for you information please.

Yours faithfully,

NAME: VIJAY SONKUSARE
DESIGNATION: ASSISTANT GENERAL MANAGER
& AUTHORISED OFFICER

Place: Pune
Date: 09.11.2023

बैंक ऑफ इंडिया Bank of India Pune Recovery Br. पुणे वसूली शाखा