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MEMORANDUM OF ENTRY

CONSTRUCTIVE DELIVERY

STAMP DUTY

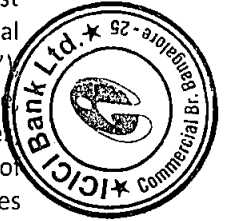
KARNATAKA

AdFW/1171
20-21

1. On the 18th of June, 2020, Mr.C.Sridhar attended the office of ICICI Bank Limited ("ICICI Bank") specified in the First Schedule hereunder written.

2. The said Mr. C. Sridhar stated that the documents of title, evidences, deeds and writings more particularly described in the Second Schedule hereunder written (hereinafter called "the existing title deeds") in respect of the immoveable properties more particularly described in the Third Schedule hereunder written, of the person(s) (the "Mortgagor") more particularly described in the First Schedule hereunder written, were deposited on the 20th day of June, 2007 and further deposited by way of constructive delivery on 4th day of August, 2008, 29th day of May, 2009, 21st day of August, 2010, 8th day of June, 2011, 19th day of November, 2012, 30th day of March, 2015, by the Mortgagor with ICICI Bank and ICICI Bank acting for itself and as agent of the institutions / banks more particularly described in the First Schedule hereunder written in order to create security, by way of mortgage by deposit of title deeds, on all the Mortgagor's immoveable properties more particularly described in the Third Schedule hereunder written 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, both present and future, for securing the due repayment, discharge and redemption by the person(s) named in the First Schedule hereunder written (the "Borrower") to the institutions / banks named in the First Schedule hereunder written (the "Existing Lenders") of their various financial assistances detailed in Clause 2A of such Schedule (the "Existing Assistances") together with all interest, liquidated damages, front end fees / commitment charge premia on prepayment or on redemption, remuneration payable to the Trustee costs, charges, expenses and other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved, payable under respective Credit Facility Application Form / Loan Agreements / Letters of Sanction, as amended from time to time.

3. Mr. C.Sridhar on the same day accorded and gave oral consent on behalf of the Mortgagor to Mr. ABHISHEK CHANDAN acting for ICICI Bank and ICICI Bank acting for itself and as agent of the Lenders and the institutions / banks described in Clause 2B of the First Schedule hereunder written (the "New Lenders") to continue to hold and retain the existing title deeds more particularly described in the Second Schedule hereunder written as and by way of mortgage / joint mortgage by deposit of the existing title deeds by way of constructive delivery on all the Mortgagor's immoveable properties more particularly described in the Third Schedule hereunder written 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, both present and future, (hereinafter collectively referred to as the "said immoveable properties"); as security also for the due repayment, discharge and redemption by the Borrower to the New Lenders of their various financial assistances described in



Abhishek Chandan





ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ
(ನಿಯಮ 10-A)

ಶ್ರೀ /ಶ್ರೀಮತಿ KASTURI & SONS LTD, ADJ NO: 1171/20-21 , ಇವರು 1000000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

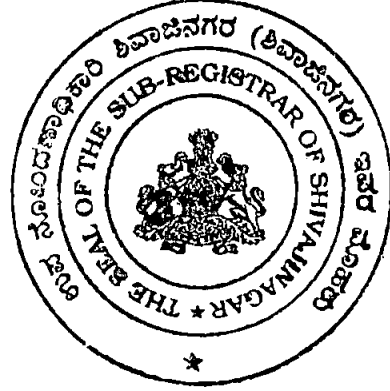
ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಮುದ್ರಾಂಕ ಶುಲ್ಕ	1000000.00	DD No 557813 Rs.1000000/- dated 17/Jun/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	1000000.00	

ಸ್ಥಳ : ಶಿವಾಜಿನಗರ

ದಿನಾಂಕ : 19/06/2020

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ಹಿರಿಯ ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
(ಶಿವಾಜಿನಗರ)
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC Pune.



-Clause 2B of the First Schedule hereunder written (the "New Assistances"), together with all interest, liquidated damages, front end fees / commitment charge, premia on prepayment or on redemption, remuneration payable to the Trustees, costs, charges, expenses and other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved, payable under respective Credit Facility Application Form / Loan Agreements / Letters of Sanction, as amended from time to time.



4. Whilst giving such oral consent on behalf of the Mortgagor, Mr.C.Sridhar stated that he did so in his capacity as an authorized official of the Mortgagor with intent to create security on the said immoveable properties as aforesaid.

5. Mr. C.Sridhar also stated that he was authorised to give such oral consent based on the letter of authorization dated June 9, 2020 pursuant to the resolution passed by the Board of Directors of the Mortgagor at their meeting held on the 20th day of October, 2017 and he furnished a certified copy of the said resolution along with delegation to Mr. ABHISHEK CHANDAN of ICICI Bank and further stated that the said resolution was in full force and effect.

6. The aforesaid oral consent was given by Mr. C.Sridhar on behalf of the Mortgagor in the presence of ABHISHEK CHANDAN of ICICI Bank and Mr. K.R.Ramesh of THG Publishing Private Limited.

Abhishek Chandan

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Abhishek Chandan



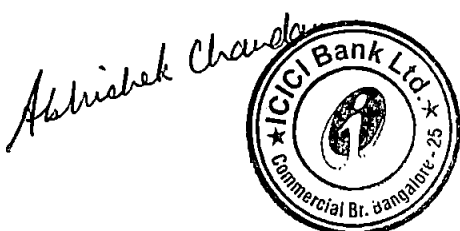
THE FIRST SCHEDULE ABOVE REFERRED TO
(DETAILS OF OFFICE, ETC.)

1. **Address of the place where title deeds are being deposited:**

ICICI Bank Limited, No.1 Cenotaph Road, Teynampet, Chennai- 600 018.

2.A **Name(s) of the existing banks / institutions for whom ICICI Bank is holding title deeds and the amounts their respective facilities :**

<u>Sr.No.</u>	<u>Name(s) of the bank(s)/instn(s).</u>	<u>Amounts of secured facilities (Rs. in million.)</u>	<u>Ranking of charge Exclusive/ First/Second/Third/ Residuary</u>
1.	ICICI Bank Limited	i. External Commercial Borrowing of JPY 1598.9 million availed by THG Publishing Private Limited ii. Rupee Term Loan of Rs. 150 million (closed). iii. External Commercial Borrowing of USD 24 million (closed) iv. External Commercial Borrowing of JPY 977.5 million (closed) v. RTL of Rs. 900 million (closed)	First Paripassu charge
2.	HDFC Bank Limited	i. Rupee Term Loan of Rs. 500 million (closed). ii. Rupee Term Loan of Rs. 250 million (closed).	First Pari Passu Charge
3.	Central Bank of India	i. Rupee Term Loan of Rs. 550 million (closed). ii. Rupee Term Loan of	First Pari Passu Charge



		Rs. 200 million (closed)	
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2.B Name(s) of the new banks / institutions for whom ICICI Bank is holding title deeds and the amounts their respective facilities :

<u>Sr.No.</u>	<u>Name(s) of the bank(s)/instn(s).</u>	<u>Amounts of secured facilities (Rs. in million)</u>	<u>Ranking of charge Exclusive/ First/Second/Third/Residual</u>
1.	ICICI Bank Limited	1.Rupee Term Loan of 500.0 million 2. Rupee Term Loan (FCNR(B) 2 as sublimit) of Rs. 500.0 million 3. Rupee Term Loan-2 (RTL2) of Rs. 450.0 million. 4. Working Capital Facility of Rs. 900.0 million. 5. Derivative facility of Rs. 300.0 million.	First Paripassu charge
2.	HDFC Bank Limited	1. Term Loan of Rs. 280.0 million and 2. Working Capital Facility of Rs. 300.0 million	First Paripassu charge
3	Central Bank of India	1. Working Capital facility of Rs.50 million 2. Covid Term Loan of Rs 5.0 million	First Paripassu charge



Abhishek Choudhary

3. Details of Mortgagor of the immoveable properties:

Kasturi & Sons Limited, a company incorporated under the Companies Act, 1913 and having its Registered Office at Kasturi Buildings, 859 & 860, Anna Salai, Chennai – 600 002 .

The expression "Mortgagor" shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns.

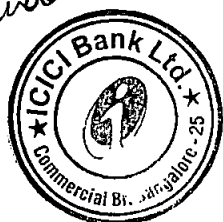
4. Details of the Borrower:

THG Publishing Private Limited, a private company incorporated under the Companies Act, 2013 and having its Registered Office at Kasturi Buildings, 859 & 860, Anna Salai, Chennai – 600 002.

The expression "Borrower" shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns.



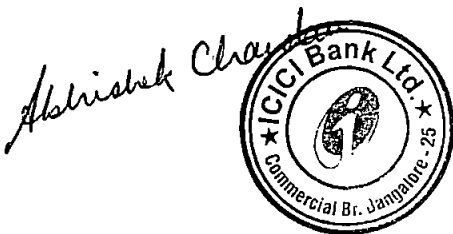
Ashish Chandra



THE SECOND SCHEDULE ABOVE REFERRED TO
(LIST OF DOCUMENTS OF TITLE, EVIDENCES,
DEEDS AND WRITINGS)

(List of Title Deeds for properties situate at Mangalore, Karnataka)

MANGALORE PROPERTY			
1.	PHOTOCOPY	:	Deed dated 03.02.1948 registered as document No.265 of 1948.
2.	PHOTOCOPY	:	Sale deed dated 19.10.1957 registered as document No.2231/1957 executed in favour of B.Koragappa.
3.	PHOTOCOPY	:	Deed dated 21.10.1963 registered as document No.49 of 1963.
4.	PHOTOCOPY	:	Last Will and Testament of B.Koragappa dated 22.03.1972, registered as Document No.59/71-72 in the Office of the Sub-Registrar of Mangalore.
5.	PHOTOCOPY	:	Deed dated 28.10.1971 registered as document No.11 of 1971.
6.	ORIGINAL	:	Sale deed dated 28.03.2000 registered as document No.3753/ 2000-2001 executed in favour of Mr.Mohammed Faisal.
7.	ORIGINAL	:	Deed of Release dated 28.07.2000 registered as document No.1363/2000-2001 executed in favour of Mr.Mohammed Faisal.
8.	PHOTOCOPY	:	Family partition deed dated 30.03.1973 registered as document No.10/1973-74 entered into between Mr.S.M.Syed Ibrahim Sahib and Mr.S.M.Syed Jaffer Sahib.
9.	ORIGINAL	:	Conversion certificate dated 18.03.2000 and proceedings dated 04.02.2000 bearing No.A.Dis.L.N.A.CR:502/1999-2000 issued to Mr.S.M.Syed Ibrahim Sahib and Mr.S.M.Syed Jaffer Sahib.



10. ORIGINAL : Sale Deed dated 30.07.1996 registered as Document No.1037/1996-1997 executed by Smt.Sharada in favour of Mr.K.Mohandas Nayak, son of K.Gopal Krishna Nayak.
11. ORIGINAL : Sale deed dated 22.12.1997 registered as document No.2720 of 1997-1998 executed by G.Abba Ali in favour of Navaneeth Rau.
12. PHOTOCOPY : Compromise petition filed by Abbas Ali in O.S.No.689 of 1988 in the suit for partition Partition suit and others.
13. PHOTOCOPY : Final Decree passed in O.S.No.689 of 1988 in the suit for partition Partition suit in O.S.No.689 of 1988 filed on the file of I Addl. City Civil Judge, Mangalore.
14. ORIGINAL : Deed of Transfer dated 31.03.1992, registered as Doc. No.404 of 1992-1993, executed by M.Khader Nawaz in favour of G.Abbas Ali.
15. ORIGINAL : Deed of perpetual lease deed dated 21.04.1997 registered as document No.199 of 1997 executed by Abbas Ali in favour of Navaneetha Rao.
16. ORIGINAL : Rectification Deed 10.07.2000, registered as Doc.No.1108 of 2000-2001 executed by executed by Abbas Ali in favour of Navaneetha Rao.
17. ORIGINAL : Rectification Deed 10.07.2000, registered as Doc.No.1107 of 2000-2001 executed by executed by Abbas Ali in favour of Navaneetha Rao.
18. ORIGINAL : Deed of Transfer dated 15.05.1996 registered as Document No.363 of 1996-97 executed by M.Abbas Aly and 7 others (Nos.2 to 8 represented by their Agent Mr.M.Abbas Aly in favour of B.Balakrishna Baliga;



19. PHOTOCOPY : Power of attorney executed by Mrs.Saleema Bhi, Mrs.Zohara Bi, Mrs.Zainabi, Mr.Mohammed Usman, Mr.M.Vazir Hassan, Mrs.Ammerunnissa and Miss.Meherunnissa in favour of Mr.M.Abbas Aly.
20. ORIGINAL : Revenue records.
21. ORIGINAL : Conversion certificate dated 18.03.2000 and proceedings dated 14.05.1996 bearing No.A.Dis.L.N.A:CR:192/1996-97.
22. ORIGINAL : Payment of property tax till date.
23. ORIGINAL : Encumbrance certificate from 01.01.1970 till date.
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Shriashok Choudhary



THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE MORTGAGOR'S IMMOVEABLE PROPERTIES)

Mangalore

Item No. 1

Non-agricultural immoveable property held on warg right situate in Attavara Village, Jeppu Ward of Mangalore City, Mangalore and within the Sub-Regn District of Mangalore City and bearing:

R.S.No. 620
T.S.No.336
Kissam Converted
Extent -Acres 0.48 Cents
Portion-Southern

with all improvements and all mamool easementary rights of way and water etc

Boundaries

NORTH BY: Portion of the same T.S.No.
EAST BY: Jeppu Market Road
SOUTH BY : Survey line and Pathway
WEST BY: Portion of the same T.S.No.336

Item No. 2

Non-agricultural immoveable property held on warg right situate in Attavara Village, Jeppu Ward of Mangalore City, Mangalore and within the Sub-Regn District of Mangalore City and bearing

R.S.No. 620
T.S.No.336
Kissam Converted
Extent -Acres 0.24.8 Cents
Portion-Norther

with building bearing Door No.23-9-655 and all mamool easementary rights of way and water etc



Akshith Choudhary



Boundaries

NORTH BY: 7 feet corporation lane .
EAST BY: Jeppu Market Road
SOUTH BY Portion of the same T.S.No.336
WEST BY : Portion of the same T.S.No.336

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, both present and future.

Abhishek Chandan
178590



ABHISHEK CHANDAN

Name of ICICI Bank official: Mr. CM-2, RM-WBG-LCG.
And Signature

Dated this 19th day of June, 2020