

ENTRY No. 253

JK TYRE & INDUSTRIES LIMTIED

(BANMORE UNIT)

On 30th Day of September of 2021, Shri Arun. K. Bajoria, Director & President (International Operations) of JK Tyre & Industries Limited (formerly Known as J.K. Industries Limited), a Company within the meaning of the Companies Act, 1956 and having its registered office at Jaykaygram, PO - Tyre Factory, Kankroli-313342 (Rajasthan) and Admin office at 3, Patriot House, Bahadur Shah Zafar Marg, New Delhi-110002, (hereinafter referred to as "the Company") visited the Branch Office of IDBI Bank Limited (formerly known as Industrial Development Bank of India Limited and prior to that known as Industrial Development Bank of India) (hereinafter referred to as "IDBI ") at 51/3, Desh Bandhu Gupta Road, Opposite Khalsa College, Karol Bagh, New Delhi 110005 and saw Shri Dal Chand, DGM, of IDBI Bank .

2. The said Shri Arun. K. Bajoria, Director & President (International Operations) stated that the documents of title evidences, deeds and writings more particularly described in the First Schedule hereunder written (hereinafter called the "the said title deeds") in respect of the Company's all immovable properties pertaining to its Banmore Trye Plant situated at Plot No. C-1, Villages Murbad, Sewa and Tighra in Banmore Industrial Area of MPAKVN, District Morena in the State of Madhya Pradesh were deposited on the 5.2.1993 and further deposited by way of constructive delivery on 16.3.1994, 25.3.1997, 10.6.1997, 5.11.1997, 6.5.1999, 15.3.2001, 6.9.2002, 12.3.2004, 30.12.2005, 20.3.2006, 05.05.2007, 21.01.2011, 13.06.2012, 01.02.2013, 27.02.2017 and lastly on 28.06.2018 by the Company with IDBI Bank and IDBI Bank acting for itself and as agent of:

- (a) State Bank of India (hereinafter called as "SBI");
- (b) Bank of India (hereinafter called as "BOI");
- (c) Life Insurance Corporation of India (hereinafter called "LIC");
- (d) General Insurance Corporation of India (hereinafter called "GIC");
- (e) Punjab National Bank (hereinafter called "PNB");
- (f) State Bank of Bikaner & Jaipur (hereinafter called "SBBJ");
- (g) UCO Bank formerly known as United Commercial Bank (hereinafter called "UCO");
- (h) Federal Bank Ltd., (hereinafter called "FB");
- (i) IDBI Trusteeship Services Ltd. (ITSL)
- (j) Madhya Pradesh State Industrial Development Corporation Limited (hereinafter referred to as MPSIDC)
- (k) Corporation Bank (hereinafter called "CB")
- (l) Syndicate Bank (hereinafter called "SYB")
- (m) State Bank of Mysore (hereinafter called "SBM")
- (n) Indian Bank (hereinafter called "IB")

in order to create security, by way of joint mortgage by deposit of title deeds, on the Company's all immovable properties pertaining to its Banmore Tyre Plant together with the buildings and other structures, fixed plant and machinery, fixtures and fittings,



constructed, erected or installed thereon or to be constructed, erected or installed thereon, for securing the due repayment, discharge and redemption by the Company, inter alia, to:

(a) IDBI Bank of its

- (i) Term loan of Rs. 9000 lacs since reduced to Rs. 7500 lacs (since repaid)
- (ii) Term Loan of Rs. 1550 lacs (since repaid).
- (iii) Term Loan of Rs. 4200 lacs out of Term Loan of Rs.6100 lacs (since repaid)
- (iv) Rupee Term Loan of Rs. 1200 lacs (since repaid)
- (v) Corporate Loan of Rs. 4500 lacs (since repaid)
- (vi) Term Loan of Rs. 1000 lacs (since repaid)
- (vii) Term Loan of Rs. 3500 lacs (since repaid);

(b) SBI of its

- (i) Term loan of Rs. 4500 lacs (since repaid);
- (ii) Term Loan of Rs. 2000 lacs (since repaid);

(c) BOI of its

- (i) Term Loan of Rs. 6000 lacs (since repaid);
- (ii) Term Loan of Rs. 4000 lacs;

(d) LIC of its

- (i) Rupee Term Loan of Rs. 800 lacs (since repaid)
- (ii) Rupee Term Loan of Rs. 1000 lacs (since repaid);

(e) Exim Bank of its Term Loan of Rs. 500 lacs (since repaid)

(f) GIC of its

- (i) Term Loan of Rs. 500 lacs (since repaid)
- (ii) Term Loan of Rs. 500 lacs (since repaid);

(g) ITSL as the Trustees for the subscribers of

- (i) Zero Coupon Non-Convertible Debentures of Rs. 6338.90 lacs subscribed by IDBI (since repaid);
- (ii) Zero Coupon Non-Convertible Debentures of Rs. 1285.60 lacs subscribed by SBI (since repaid);

(h) UTIB of its

- (i) Term Loan of Rs. 250 lacs (since repaid);
- (ii) Term Loan of Rs. 1000 lacs (since repaid);
- (iii) Term Loan of Rs. 1200 lacs (since repaid);

(i) SBBJ of its Term Loan of Rs. 3900 lacs; (since repaid);

(j) UCO of its Term Loan of Rs. 3000 lacs; (since repaid);

(k) MPSIDC of its Sales Tax Deferment Loan of:

- (i) Rs. 29,42,06,108/-
- (ii) Rs. 11,17,36,095/-
- (iii) Rs. 12,89,84,815/-
- (iv) Rs. 12,77,43,150/-
- (v) Rs. 12,15,28,294/-
- (vi) Rs. 12,20,47,155/-
- (vii) Rs. 5,43,52,305/-

Working Capital

1. **BOI of its Working Capital Facilities aggregating Rs.75050 lacs;**
2. **PNB of its Working Capital Facilities aggregating Rs.15000 lacs;**



3. **CB** of its Working Capital Facilities aggregating Rs.10500 lacs
4. **SBI** of its Working Capital Facilities aggregating Rs. 53950 lacs;
5. **FB** of its Working Capital Facilities aggregating Rs.7000 lacs;
6. **IB** of its Working Capital Facilities aggregating Rs. 66000 lacs; and
7. **IDBI Bank** of its Working Capital Facilities aggregating Rs.17500 lacs

together with interest, additional interest, liquidated damages, compound interest, premia on prepayment or on redemption, remuneration payable to the Trustees for NCD holders, charges, expenses and other monies, payable by the Company to any one or more or all the Lenders under their respective Loan Agreements/ Heads Agreement/Debenture Trust Deeds/ Trustee Agreements / Subscription Agreement / Letters of Sanction /Memorandum of Terms and conditions, as amended from time to time.

3. Shri Arun. K. Bajoria on the same day accorded and gave oral consent on behalf of the Company to Shri Dal Chand, DGM of IDBI Bank, IDBI acting for itself and as agent for BOI, PNB, UBI, SBI, FB, IB, BOB and HDFC Bank Ltd. to hold and retain the said title deeds, as and by way of a mortgage by deposit of title deeds by constructive delivery, on the Company's immovable properties pertaining to its Banmore Tyre Plant (more particularly described in the Second Schedule hereunder written) together with all buildings and structure thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth (hereinafter collectively referred to as "the said immovable properties) as security also for the due repayment, discharge and redemption by the Company to Bank of India as a leader of Consortium of Banks to secure the Working capital Facilities aggregating to Rs. 287000.00 lacs and Working Capital Demand Loan/Term loan Facility under COVID Scheme 2020 CESS aggregating to Rs.12230 lacs as under;

Working Capital Facilities

- (a) Bank of India (BOI) of its Reduced Working Capital Facilities aggregating Rs. 71050 lacs (reduced from Rs.75050 lacs to Rs.71050 lacs)
- (b) Punjab National Bank (PNB) of its Working Capital Facilities aggregating Rs.15000 lacs.
- (c) State Bank of India (Combined Exposure of SBBJ and SBI) of its Reduced Working Capital Facilities aggregating Rs.43950 lacs (reduced from Rs. 53950 lacs to Rs.43950 lacs);
- (d) The Federal Bank Limited (FB) of its Working Capital Facilities aggregating to Rs.7000 lacs
- (e) Indian Bank (IB) of its Working Capital Facilities aggregating Rs. 66000 lacs
- (f) Union Bank of India (Erst. Corporation Bank) of its Working Capital Facilities aggregating Rs. 10500 lacs
- (g) IDBI Bank Limited (IDBI) of its Working Capital Facilities aggregating Rs.17500 lacs
- (h) Bank of Baroda of its New Sanction of Working Capital Facilities aggregating Rs. 46000 lacs
- (i) HDFC Bank Ltd. of its New Sanction of Working Capital Facilities aggregating Rs. 10000 lacs



Working Capital Demand Loan/Term loan Facility under COVID Scheme 2020 CESS

- (a) Bank of India of its Working Capital Demand Loan aggregating Rs.3500 lacs
- (b) Indian Bank of its Term Loan aggregating Rs.6180 lacs
- (c) Punjab National Bank of its Demand Loan aggregating Rs.1500 lacs
- (d) Union Bank of India (Erst. Corporation Bank) of its Term Loan aggregating Rs.1050 lacs

together with interest, additional interest, liquidated damages, compound interest, premia on prepayment or on redemption, costs, charges, expenses and other monies payable under the Heads of Agreement/ Letters of Sanction/ Memorandum of terms and conditions as amended from time to time.

4. Whilst giving such oral consent on behalf of the company Shri Arun. K. Bajoria stated that he did so in his capacity as a Director & President (International Operations) of the Company with intent to create security on the said immovable properties as aforesaid.

5. Shri Arun. K. Bajoria also stated that he was authorized to give such oral consent pursuant to the resolutions passed in the Meeting of Board of Directors of the Company dated 25.03.2020 read along with resolution passed in the meeting of Committee of Directors held on 21.05.2020, 28.08.2020 and 03.11.2020 and he furnished a certified copy of the said resolution to Shri Dal Chand, and further stated that the said resolutions were in full force and effect.

6. The aforesaid oral consent was given by Shri Arun. K. Bajoria on behalf of the company in the presence of Madhabi Kumari, Assistant Manager, of IDBI Bank.



FIRST SCHEDULE

List of Title Deeds

1. Original Lese Deed dated February 15, 1990 (Doct. No. 4804 of 90) executed by the Governor of Madhya Pradesh acting through Managing Director M.P. Audyogik Kendra Vikas Nigam (Gwalior) Ltd., (MPAKVN) in favour of the Company.
2. Letter No. AKVN(G)/90/4062 dated January 10, 1989 issued by MPAKVN allotting the land to the Company.
3. Possession Certificate bearing No. AKVN(G)/90 dated March 30, 1990 issued by MPAKVN.
4. Letter No. AKVN(G)/91/506 dated May 8, 1991 issued by MPAKVN permitting the Company to mortgage leasehold interest in favour of the institution together with a copy of letter No. 892/460/XI/D/92 dated March 16, 1992 issued by the Deputy Secretary, Govt. of Madhya Pradesh, Commerce & Industry Department.
5. Certificate No. 135/89-90/A 82 dated February 22, 1991 issued by the Additional Collector, Morena

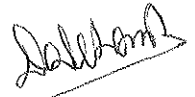


SECOND SCHEDULE

(Description of Property)

ALL THOSE pieces and parcels of land comprised in Plot No. C-1 measuring 8,54,332.61 sq. mtrs. (85.4332 Hectares) in Industrial Area Banmore within the village limits of Murbad, Sewa and Tighra, Tehsil and District Morena, Madhya Pradesh together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to earth.

Dated this 1st of October, 2021



(Shri Dal Chand)

Dy. General Manager
IDBI Bank Limited
Karol Bagh- New Delhi