

ANNEXURE - XVII

Memorandum of Entry

Re : Antarctica Limited - IDBI of its additional Term Loan of Rs.375 Lakhs

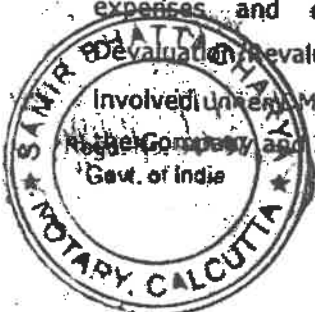
On the 8 day of December, 2000 Ms. Ruma Kuthari, a Director of Antarctica Limited, (Formerly known as Antarctica Graphics Ltd.) a company within the meaning of the Companies Act, 1956 and having its Registered Office at 1A, Vidyasagar Street, Calcutta : 700 009 (hereinafter referred to as "the Company") attended the Regional Office of the IFCI Ltd. (Formerly known as The Industrial Finance Corporation of India Ltd.) at 33A, Jawaharlal Nehru Road, Chatterjee International Centre, 3rd Floor, Calcutta - 700 071 (hereinafter referred to as 'IFCI') and saw Shri Arun Kapoor, Deputy General Manager (Law) of IFCI.

2. The said Ms. Ruma Kuthari stated that the documents of title, evidences, deeds and writings more particularly described in the First Schedule hereunder written (hereinafter called "the said title deeds") in respect of the Company's all immovable properties situate at Falta Export Processing Zone, Sector 1, District - 24 Parganas (South), in the State of West Bengal were deposited on the 26th December 1996 by the Company with IFCI in order to create security by way of mortgage by deposit of title deeds in respect of the said immovable properties together with the buildings, structures, fixtures and fittings thereto to secure the due repayment, discharge and redemption by the Company to IFCI of its Rupee term Loan of

[i] IFCI of its Foreign Currency Loan of DM 2,925,000 to meet the Company's requirement of US\$ 192390 and DM 2,582,303 equivalent, in aggregate, to Rs.565.00 lakhs and

[ii] Industrial Development Bank of India (IDBI) Foreign Currency Loan of DM 2,179,487 equivalent to about Rs.425.00 lakhs

together with interest, additional interest, further interest, liquidated damages, compound interest, premia on prepayment or on redemption, costs, charges, expenses and other moneys including any increase as a result of Devaluation/Revaluation/Fluctuation in the rates of exchange of Foreign Currencies Involved in DM & US \$ payable under the Loan agreement entered into between the Company and IFCI & IDBI, as amended from time to time.



ATTESTED

SAMIR BHATTACHARYA
Notary Govt. of India
Regd. No. 940 / 97
CITY CIVIL COURT, CAL CUTTA

For IDBI
INDUSTRIAL DEVELOPMENT BANK OF INDIA



5 MAR 2015

Deputy Manager

3. Ms. Ruma Kuthari on the same day accorded and gave oral consent to Sri. Arun Kapoor acting for IDBI to hold and retain the said title deeds, as and by way of mortgage by deposit of title deeds by constructive delivery on the Company's all immovable properties more particularly described in the Second 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 (hereinafter collectively referred to as "the said immovable properties") as security also for the due repayment, discharge and redemption by the Company to IDBI of its additional term Loan of Rs.375.00 Lakhs together with interest, additional interest, liquidated damages, compound interest, premia on prepayment or on redemption, costs, charges, expenses and other moneys payable under the loan agreement entered into between the Company and IDBI, as amended from time to time.
4. While giving such oral consent on behalf of the Company, Ms. Ruma Kuthari stated that she did so in her capacity as a Director of the Company with intent to create security on the said immovable properties as aforesaid.
5. Ms. Ruma Kuthari also stated that she was authorised to give such oral consent pursuant to the resolution passed by the Board of Directors of the Company at their meeting held on 20th July, 2000, and she furnished a certified copy of the said resolutions to Sri Arun Kapoor and further stated that the said resolutions were in full force and effect.
6. The aforesaid oral consent was given by Ms. Ruma Kuthari on behalf of the Company in the presence of Sri B.K. Chakravarty, AGM(Law) of IFCI.

Arun Kapoor



2:37



ATTESTED

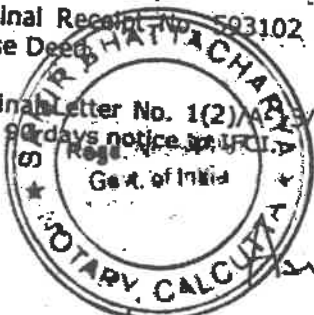
SAMIR BHATTACHARYA
Notary, Govt. of India
Regd. No. 940 / 97
CITY CIVIL COURT, CALCUTTA

25 MAR 2019

FIRST SCHEDULE

(List of documents of title, evidences, deeds and writings)

1. Photo copy of Lease Deed dated 14.12.87 executed by the Board of Trustees of the Calcutta Port Trust as Lessor and Falta Export Processing Zone (FEPZ) as Lessee registered in Book - I, Vol.349 at pages 107 to 130 Being No. 17315 of 1987 with the D.R. Alipore, Calcutta.
2. Lease Deed dated 21.03.1995 between the President of India through the Development Commissioner, Falta Export Processing Zone (FEPZ) as Lessor and Antarctica Graphics Ltd. (AGL) as Lessee registered in Book No.1 at D.R. Alipore (IV) being No. 429 for 1995 (Certified copy).
3. Certified copy of Lease Deed dated 28.03.1996 between the President of India through the Development Commissioner, FEPZ as Lessor and AGL as Lessee registered in Book No. 1 at D.R. Alipore (IV) being No. 509 for 1996.
4. Letter No. FEPZ/LIC/A-13/92/1368 dated 26.07.1994 from FEPZ giving permission to AGL to create mortgage in favour of IFCI and IDBI. (Photo copy).
5. Letter No. 1(2)/A-13/93/3059 dated 06.01.94 issued by FEPZ for allotment of Plot No. 1 admeasuring 6100 Sq.mtrs in Sector - I, Falta, FEPZ. (Photo copy).
6. Possession Certificate No. 2/(AG)/ZONE/93 dated 14.01.94 issued by FEPZ for handing over the land in favour of AGL. (Photo copy)
7. Certificate No. E - 11/339/D.H.II/95 dated 28.06.95 issued by BLKO, D.H.-II confirming that the land is not coming under ULCR Act.
8. Certificate dated 16.06.95 issued by the Pradhan of Bhadura Harijans Gram Panchayat confirming the land is not used for agriculture purpose and not under Municipal jurisdiction.
9. Certificate dated 16.06.95 issued by the Pradhan of Kalatola Hat Gram Panchyat confirming the land is not used for agriculture purpose and not under Municipal jurisdiction.
10. Certificate dated 19.06.95 issued by an Advocate confirming that no title or money suit or appeal or execution case is pending in the concerned court against the land.
11. Original Receipt No. 593102 dated 28.03.96 confirming registration of fresh Lease Deed.
12. Original Letter No. 1(2)/AG/94/2572 dated 17.10.96 from FEPZ agreeing to give 90 days notice to IFCI.



ATTESTED

SAMIR BHATTACHARJIA
Notary Govt. of India
Regd. No. 940 / 97
CIVIL COURT, CALCUTTA



25 MAR 2019

-406-

FILED BY
10/11/2000
10/11/2000

SECOND SCHEDULE

(Description of the entire immoveable properties)

The said place or parcel of land admeasuring 6100sq. mtrs. comprising of Revenue Plot Nos. 172(P), 173(P), 174(P), 175(P), 176(P) and 177(P) of Mouza Uttar Simulberia, J.L. No. 2 and Plot Nos. 575(P) and 579(P) of Mouza Bishra J.L. No.1, P.S. Diamond Harbour under Sector I of Falta Export Processing Zone butted and bounded in the following manner, that is to say -

- On The West : By construction work in progress for Factory Building belonging to Nauhria and Garp Steel Wire Pvt. Ltd Plot No. 2.
- On The North : By Boundary Wall of FEPZ.
- On The East : By vacant land and Existing Water Tank.
- On The South : By Wide Road.

together with all buildings, structures constructed/to be constructed thereon as well as all movable plant and machinery permanently attached/fastened to the earth both present and future.

Dated this 12th the day of December, 2000

Asim Kapoor

ASIM KAPOOR
Deputy General Manager (Law)

IFCI Ltd.

Chartered International, ent. (3rd Floor)
83A, Jawaharlal Nehru Road,
Calcutta - 700 071.



इंडिया औद्योगिक विकास बैंक, कलकत्ता
INDUSTRIAL DEVELOPMENT BANK OF INDIA, CALCUTTA

ATTESTED

उप महा प्रबन्धक/Dy. General Manager

SAMIR BHATTACHARYA
Notary Govt. of India
Regd. No. 940 / 97
CITY CIVIL COURT, CALCUTTA

25 MAR 2019