

**MEMORANDUM OF ENTRY**  
(Constructive Delivery)

1. On the 9<sup>th</sup> day of May, 2019, Mr. Yashwant Singh Lodha S/o Manohar Singh Lodha, R/o B - 802, K.M. Apartments, Plot No. 12, Sector - 12, Dwarka, Delhi aged about 55 years, having Passport No. Z3489972, an Indian citizen (the "**Borrower Company Official**") authorised official of **VINDHYA TELELINKS LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at Udyog Vihar, Post Office Chorhata, Rewa, Madhya Pradesh - 486006 and having its Corporate Identification No. L31300MP1983PLC002134 (hereinafter referred to as the "**Borrower**" which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns, as the context may require or admit), attended the office of **SBICAP Trustee Company Limited**, situated at 610, 6<sup>th</sup> Floor, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi - 110001 (hereinafter referred to as "**STCL**", working as:
  - (A) the security trustee for the consortium of banks i.e. (i) **STATE BANK OF INDIA**, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 400021 and having one of its branch amongst other places known as Corporate Accounts Groups Branch at 5<sup>th</sup> Floor, Parsvnath Capital Towers, Bhai Vir Singh Marg, Gole Market, New Delhi-110001 (the "**SBI**"); (ii) **AXIS BANK LIMITED**, a body corporate having its Registered Office at "Trishul", 3<sup>rd</sup> Floor, Opp. Samarsheshwar Temple, New Law Garden, Ellis Bridge, Ahmedabad - 380006, and a branch office, inter alia at Corporate Banking Branch, 3<sup>rd</sup> Floor, Plot No -25, Pusa Road, New Delhi - 110005 (the "**AXIS**"); (iii) **IDBI BANK LIMITED**, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and within the meaning of section 2(20) of the Companies Act, 2013 having Corporate Identification No.L65190MH2004GOI148838 and having its Registered Office at IDBI Tower, World Trade Complex, Cuffe Parade, Mumbai, Maharashtra - 400005 and a Branch Office at MCG Branch, 6 Malviya Nagar, Near Rajbhawan, Bhopal, Madhya Pradesh - 462003 (the "**IDBI**"); (iv) **RBL BANK LIMITED**, a company incorporated under the provisions of the Indian Companies Act, 1913 having its registered office at 1<sup>st</sup> Lane, Shahupuri, Kolhapur, Maharashtra - 416001 and its branch office at Upper Ground Floor, Hansalaya Building, 15, Barakhamba Road, Connaught Place, New Delhi - 110001 and having CIN No. as L65191PN1943PLC007308 (the "**RBL**"); and (v) **HDFC BANK LIMITED**, a company incorporated under Companies Act, 1956, as may be amended, modified from time to time & a banking company within the meaning of Banking Regulations Act, 1949 & having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 and branch office amongst other places at Corporate Banking Branch "A" Block, Vatika Atrium, Golf Course Road, Sector-53, Gurgaon



– 122002 (the “**HDFC**”) (**SBI**, **AXIS**, **IDBI**, **RBL** and **HDFC**, in their capacity as the working capital lenders of the Borrower, are herein after referred to as the “**WC Lenders**”, which expression shall, unless it be repugnant to the subject or context thereof, include their respective successors, novatees, transferees and assigns);

- (B) as an agent of the optical fibre cable based network for spectrum defence project specific working capital lenders i.e. **SBI**, **RBL** and **IDBI** (**SBI**, **RBL** and **IDBI**, in their capacity as the aforesaid project specific working capital lenders of the Borrower, are herein after referred to as the “**NFS WC Lenders**”, which expression shall, unless it be repugnant to the subject or context thereof, include their respective successors, novatees, transferees and assigns);
- (C) as an agent of the north Bihar power distribution company limited project specific working capital lenders i.e. **SBI**, **HDFC** and **IDBI** (**SBI**, **HDFC** and **IDBI**, in their capacity as the aforesaid project specific working capital lenders of the Borrower, are herein after referred to as the “**NBPDCL WC Lenders**”, which expression shall, unless it be repugnant to the subject or context thereof, include their respective successors, novatees, transferees and assigns);
- (D) as an agent of the BSNL Bharat Net Phase II project specific working capital lender i.e. **SBI** (**SBI** in its capacity as the aforesaid project specific working capital lender of the Borrower, is herein after referred to as the “**BSNL WC Lender**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, novatees, transferees and assigns);
- (E) as an agent of the BBNL Bharat Net Phase II project specific working capital lender i.e. **RBL** (**RBL** in its capacity as the aforesaid project specific working capital lender of the Borrower, is herein after referred to as the “**BBNL WC Lender**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, novatees, transferees and assigns);
- (F) as an agent of the IP 1 project specific lender i.e. **ICICI Bank Limited** (herein after referred to as the “**IP1 Lender**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, novatees, transferees and assigns);
- (G) as an agent of the term lender i.e. **RBL** (**RBL** in its capacity as the term lender of the Borrower, is herein after referred to as the “**Term Lender**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, novatees, transferees and assigns); and
- (H) as an agent of the capex LC lender i.e. **RBL** (**RBL** in its capacity as the capex LC lender of the Borrower, is herein after referred to as the “**Capex**”



**LC Lender**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, novatees, transferees and assigns)),

and met Mr. Lokesh Thakur, of the STCL (the "**Security Trustee Official**").



(The WC Lenders, NFS WC Lenders, NBPDCCL WC Lenders, BSNL WC Lenders, BBNL WC Lenders, IP1 Lender, Term Lender and Capex LC Lender are hereinafter collectively referred to as the "**Lenders**", which term shall include any one or more of them as the context may require or permit.)

2. The Borrower Company Official stated that all the documents of title, evidences, deeds and writings, more particularly described in **Part A of Schedule I** hereunder written (hereinafter collectively referred to as the "**Part A Title Deeds**") pertaining to the immovable properties more particularly described in **Part A of Schedule II** hereunder written, together with all buildings and structures thereon and all plant and machinery, permanently fastened to anything attached to the earth (hereinafter collectively referred to as the "**Part A Immovable Properties**"), were deposited with the SBI (*Corporate Accounts Group Branch, Sribriddhi Bhawan, 34, Jawahar Lal Nehru Road, Kolkata – 700 071*) (SBI acting for itself and as the agent of the following lenders), on 11.08.2011 and by way of constructive delivery on 03.05.2013, 06.06.2013, 13.02.2014, 21.04.2014, 27.09.2014, 20.01.2016, 17.03.2017 and lastly on 31.01.2018; and all the documents of title, evidences, deeds and writings, more particularly described in **Part B of Schedule I** hereunder written (hereinafter collectively referred to as the "**Part B Title Deeds**") pertaining to the immovable properties more particularly described in **Part B of Schedule II** hereunder written, together with all buildings and structures thereon and all plant and machinery, permanently fastened to anything attached to the earth (hereinafter collectively referred to as the "**Part B Immovable Properties**"), were deposited with the SBI (*Corporate Accounts Group Branch, Sribriddhi Bhawan, 34, Jawahar Lal Nehru Road, Kolkata – 700 071*) (SBI acting for itself and as the agent of the following lenders), on 27.09.2014 and by way of constructive delivery on 20.01.2016, 17.03.2017 and lastly on 31.01.2018; and all the documents of title, evidences, deeds and writings, more particularly described in **Part C of Schedule I** hereunder written (hereinafter collectively referred to as the "**Part C Title Deeds**") pertaining to the immovable properties more particularly described in **Part C of Schedule II** hereunder written, together with all buildings and structures thereon and all plant and machinery, permanently fastened to anything attached to the earth (hereinafter collectively referred to as the "**Part C Immovable Properties**"), were deposited with the SBI (*Corporate Accounts Group Branch, Sribriddhi Bhawan, 34, Jawahar Lal Nehru Road, Kolkata – 700 071*) (SBI acting for itself and as the agent of the following lenders), on 20.01.2016 and by way of constructive delivery on 17.03.2017 and lastly on 31.01.2018, with an intention to create mortgage, for securing the following facilities (*detailed in the table*), together with all interest including inter-alia the agreed compound interest, additional interest, penal interest, liquidated damages, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and all other monies whatsoever payable by the Borrower and/ or its successors under the following Facilities, as stipulated by the following



lenders, or payable under the relevant Financing Documents, granted by the following lenders:

**on first pari-passu charge basis:**

#### WC Lenders & Facilities

Sr. No.	Names of WC Lender	Commitment (in Rs. crores)
1.	State Bank of India	722.00
2.	IDBI Bank Limited	160.00
3.	RBL Bank Limited	245.00
4.	HDFC Bank Limited	253.00
	<b>Total</b>	<b>1380.00</b>

*(rupees one thousand three hundred eighty crores only)*

#### NFS WC Lenders & Facilities

Sr. No.	Names of NFS WC Lender	Commitment (in Rs. crores)
1.	State Bank of India	350.00
2.	IDBI Bank Limited	165.00
3.	RBL Bank Limited	20.00
	<b>Total</b>	<b>535.00</b>

*(rupees five hundred thirty five crores only)*

#### NBPDCL WC Lenders & Facilities

Sr. No.	Names of NBPDCL WC Lender	Commitment (in Rs. crores)
1.	State Bank of India	80.00
2.	IDBI Bank Limited	60.00
3.	HDFC Bank Limited	75.00
4.	RBL Bank Limited	35.00
	<b>Total</b>	<b>250.00</b>

*(rupees two hundred fifty crores only)*

#### Term Lender & Term Loans

Sr. No.	Names of Term Lender	Commitment (in Rs. crores)
1.	RBL Bank Limited	50.00 (40.00 + 10.00)
2.	RBL Bank Limited	30.00 (15.00 + 15.00) (Foreign Currency)
3.	RBL Bank Limited	12.50
	<b>Total</b>	<b>92.50</b>

*(rupees ninety two crores fifty lakhs only)*



### Capex LC Lender & Capex LC Facility

Sr. No.	Names of Capex LC Lender	Commitment (in Rs. crores)
1.	RBL Bank Limited	8.50
2.	RBL Bank Limited	9.50
	<b>Total</b>	<b>18.00</b>

*(rupees eighteen crores only)*

### Other Facilities

Sr. No.	Names of Lender	Facility Type	Commitment (in Rs. crores)
1.	State Bank of India	One time BG Facility (NBPDCCL)	15.00
2.	State Bank of India	One time BG Facility (MPPKVVCL)	18.61
	<b>Total</b>		<b>33.61</b>

*(rupees thirty three crores sixty one lakhs only)*

(The Part A Title Deeds, Part B Title Deeds and Part C Title Deeds are hereinafter collectively referred to as the “**Title Deeds**”; and the Part A Immovable Properties, Part B Immovable Properties and Part C Immovable Properties are hereinafter collectively referred to as the “**Immovable Properties**”)

3. The Borrower Company Official further stated that (i) the project specific working capital facilities granted by the NFS WC Lenders and the NBPDCCL WC Lenders have been reduced; (ii) the limits granted by the RBL as one of the NBPDCCL WC Lenders amounting to Rs. 35 crores have been repaid; (iii) out of the Term Loan granted by RBL amounting to Rs. 50 crores, the Mortgagor has only availed Rs. 10 crores; (iv) the Capex LC Facility of Rs. 8.50 crores granted by the RBL has been closed; (v) the One Time BG Facility (NBPDCCL) granted by the State Bank of India amounting to Rs. 15.00 crores has been closed; (vi) the One Time BG Facility (MPPKVVCL) granted by the State Bank of India amounting to Rs. 18.61 crores has been closed; and (vii) the BSNL WC Lenders, BBNL WC Lenders and IP1 Lender, to continue with the facilities granted by them, have laid down a condition to create in their favour a second pari-passu charge over the Immovable Properties.
4. The Borrower Company Official further stated that considering the increased/enhanced regular working capital requirements of the Borrower, the Borrower has requested the WC Lenders to sanction and grant the enhanced working capital limits to meet the present working capital requirements of the Borrower. The Borrower concurrently requested the WC Lenders to add AXIS to the consortium. On such request of the Borrower, the WC Lenders have agreed to (i) enhance the working capital facilities to the tune of **Rs. 1925.00 crores** (rupees one thousand nine hundred twenty five crores only), in the manner detailed herein below in the





table; and (ii) to add AXIS to the consortium, on the terms and conditions contained in the working capital consortium agreement dated 9<sup>th</sup> May, 2019 (the "WCCA").

5. The Borrower Company Official further stated that one of the terms and conditions of the WCCA is that the STCL shall be appointed as the Security Trustee for the benefit of the WC Lenders and to hold the security to be created pursuant to the WCCA and other financing & security documents, for the benefit of the WC Lenders. STCL has agreed to act as the Security Trustee for the benefit of the WC Lenders on the terms and conditions contained in the Security Trustee Agreement dated 9<sup>th</sup> May, 2019. Accordingly, the Title Deeds relating to the Immovable Properties, which were earlier deposited with the SBI (*Corporate Accounts Group Branch, Sribriddhi Bhawan, 34, Jawahar Lal Nehru Road, Kolkata – 700 071*) had been delivered to STCL by SBI on 11.04.2019, with the consent of all concerned.
6. The Borrower Company Official, of the Borrower, on the same day accorded and gave oral consent to the Security Trustee Official, of the STCL, to hold and continue to hold and retain the Title Deeds, by way of constructive delivery of Title Deeds pertaining to the Immovable Properties, with intent to secure due payment, repayment, discharge and redemption by the Borrower of:

**on first pari-passu charge basis:**

#### WC Lenders & Facilities

Sr. No.	Names of WC Lenders	Commitment (in Rs. crores)
1.	State Bank of India	915.00
2.	Axis Bank Limited	350.00
3.	IDBI Bank Limited	140.00
4.	RBL Bank Limited	225.00
5.	HDFC Bank Limited	295.00
<b>Total</b>		<b>1925.00</b>

*(rupees one thousand nine hundred twenty five crores only)*

#### NFS WC Lenders & Facilities

Sr. No.	Names of NFS WC Lender	Commitment (in Rs. crores)
1.	State Bank of India	65.00
2.	IDBI Bank Limited	63.00
3.	RBL Bank Limited	7.00
<b>Total</b>		<b>135.00</b>

*(rupees one hundred thirty five crores only)*

#### NBPDCCL WC Lenders & Facilities

Sr.	Names of NBPDCCL WC Lender	Commitment
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No.		(in Rs. crores)
1.	State Bank of India	14.00
2.	IDBI Bank Limited	17.00
3.	HDFC Bank Limited	45.00
	<b>Total</b>	<b>76.00</b>

*(rupees seventy six crores only)*

#### Term Lender & Term Loans

Sr. No.	Names of Term Lender	Limit granted (in Rs. crores)	Outstanding as on 31.03.2019 (in Rs. crores)
1.	RBL Bank Limited	12.50	2.50
2.	RBL Bank Limited	10.00	2.49
3.	RBL Bank Limited	15.00	3.87
4.	RBL Bank Limited	15.00	3.86
	<b>Total</b>		<b>12.72</b>

*(rupees twelve crores seventy two lakhs only)*

#### Capex LC Lender & Capex LC Facility

Sr. No.	Names of Capex LC Lender	Commitment (in Rs. crores)
1.	RBL Bank Limited	9.50
	<b>Total</b>	<b>9.50</b>

*(rupees nine crores fifty lakhs only)*

on second pari-passu charge basis:

#### BSNL WC Lender & Facilities

Sr. No.	Names of BSNL WC Lender	Commitment (in Rs. crores)
1.	State Bank of India	375.00
	<b>Total</b>	<b>375.00</b>

*(rupees three hundred seventy five crores only)*

#### BBNL WC Lender & Facilities

Sr. No.	Names of BBNL WC Lender	Commitment (in Rs. crores)
1.	RBL Bank Limited	230.00
	<b>Total</b>	<b>230.00</b>

*(rupees two hundred thirty crores only)*

#### IP1 Lender & Facilities



Sr. No.	Names of IP1 Lender	Facilities	Commitment (in Rs. crores)
1.	ICICI Bank Limited	Rupee Term Loan	100.00
2.	ICICI Bank Limited	Working Capital Facilities	100.00
	<b>Total</b>		<b>200.00</b>

*(rupees two hundred crores only)*

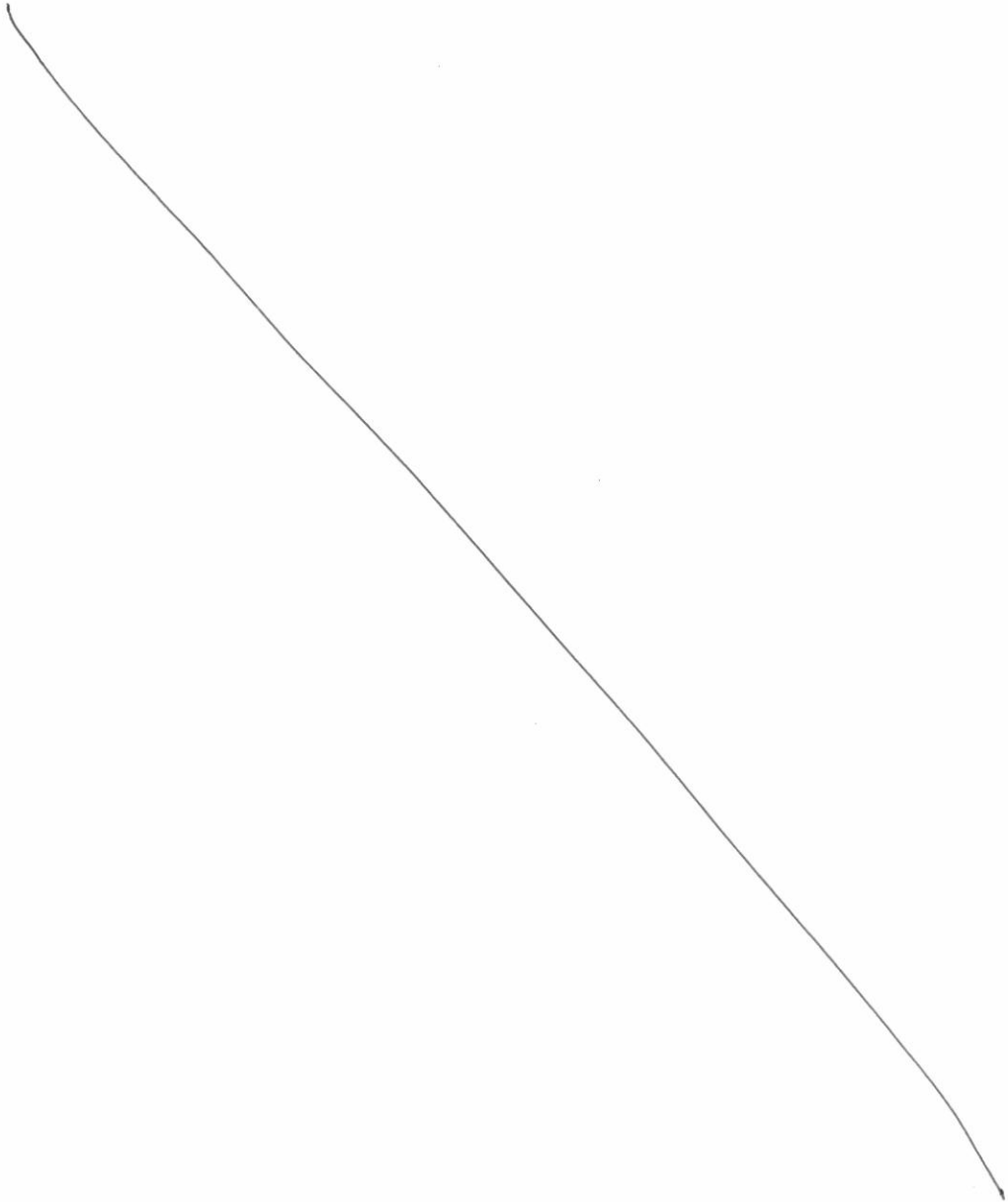
together with all interest including inter-alia the agreed compound interest, additional interest, penal interest, liquidated damages, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and all other monies payable by the Borrower and/ or its successors under the aforesaid Facilities, as stipulated by the Lenders or payable under the respective credit facility application forms/ letter of sanctions/ loan/ credit facility agreements/ WCCA, entered into between the Lenders and the Borrower, from time to time.

7. The Borrower Company Official further stated that he was authorized, on behalf of the Borrower, to give such oral consent to create/ extend the mortgage by way of constructive delivery of Title Deeds, as aforesaid, pursuant to the resolutions passed by the Board of Directors of the Borrower at their meeting held on 12.11.2018 & 11.02.2019, and he furnished a certified true copy of the said resolutions to the Security Trustee Official, and further stated that the said resolutions were in full force and effect as on the date hereof and the same have not been modified or cancelled.
8. The Borrower Company Official further stated, on behalf of the Borrower, that the Title Deeds so delivered by the SBI to the STCL are the only documents of title relating to the Immovable Properties and that the Borrower has a valid, clear and marketable title in respect of the Immovable Properties, subject to the aforesaid charges.
9. The Borrower Company Official further confirmed that the Borrower had obtained all the requisite consents, governmental approvals, authorizations, clearance including the no objection certificates from the previous lenders and such other consents as are required for the creation of security under the security documents in respect of the Immovable Properties.
10. The Borrower Company Official, further confirmed that the Borrower has agreed and undertook to indemnify the Security Trustee and the Lenders against all claims and demands whatsoever which may be brought or made against or incurred by the Security Trustee and the Lenders, due to any defects / deficiencies in the title or otherwise.
11. The aforesaid oral consent was given by the Borrower Company Official on behalf of the Borrower in the presence of the Security Trustee Official, authorized officer of STCL.





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**SCHEDULE I**  
**LIST OF TITLE DEEDS, EVIDENCES, WRITINGS**

**Part A**

1. Original Registered Lease Deed containing site plan dated 22/08/1983 being registered document no. 1331 of 1983 registered on 16/02/1984 of Rewa Sub-Registrar Office in favour of the Mortgagor, Lessor being Madhya Pradesh Audyogik Kendra Vikas Nigam (Rewa) Ltd.
2. Photocopy of the Gazette Notification dated 17/09/1982 of Revenue Department, Madhya Pradesh Government in the matter of acquisition of land admeasuring 134.913 Hectare at four places in Huzur Tehsil under Section 4 of the Land Acquisition Act, 1894 together with English translation thereof.
3. Photocopy of the Gazette Notification dated 31/12/1982 of general Administration Department, Madhya Pradesh Government in the matter of acquisition of land admeasuring 134.913 hectare at four places in Huzur Tehsil under Section 4 of the Land Acquisition Act, 1894 together with English translation thereof.
4. Copy of Award dated 28/01/1984 in the Case No. 3A82/82-83 by the Addition Collection, Rewa (MP) in fixation of compensation for Land Acquisition for Industrial Area under Land Acquisition Act.
5. Originals of Bill Notice No. M.P.A.K.V.N./ R.E./Udyog 160, M.P.A.K.V.N./R.E./Udyog 100, M.P.A.K.V.N./ R.E./Udyog 98, M.P.A.K.V.N./R.E./Udyog 94, M.P.A.K.V.N./ R.E./Udyog 96, M.P.A.K.V.N./R.E./Udyog 158 all dated 15/04/2011 of Madhya Pradesh Audyogik Kendra Vikas Nigam (Rewa) Ltd. Addressed to the Mortgagor.
6. Copy of Payment receipts of Madhya Pradesh Audyogik Kendra Vikas Nigam (Rewa) Ltd. with no. 4984 and 4985 all dated 21/06/2011.
7. Permission u/s 281 (1) (ii) of Income Tax Act dated 20/07/2011.

**Part B**

1. Original Registered Sale Deed dated 01/01/1994 being registered document no. 4054 registered on 01/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Shri Mulchandra Israni.
2. Original Registered Sale Deed dated 01/01/1994 being registered document no. 4055 registered on 01/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Shri Ramraj Tamrakar.
3. Original Registered Sale Deed dated 03/01/1994 being registered document no. 4081 registered on 03/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Shri Ramraj Tamrakar.
4. Original Registered Sale Deed dated 03/01/1994 being registered document no. 4094 registered on 04/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Shri Mulchandra Israni.
5. Original Registered Sale Deed dated 04/01/1994 being registered document no. 4097 registered on 04/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Shri Mulchandra Israni.



6. Original Registered Sale Deed dated 18/01/1994 being registered document no. 4297 registered on 18/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Shri Mahendra Kumar Israni.
7. Original Registered Sale Deed dated 19/01/1994 being registered document no. 4307 registered on 20/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Smt Rajkumari Israni.
8. Original Registered Sale Deed dated 19/01/1994 being registered document no. 4306 registered on 20/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Miss Kirti Israni.
9. Original Registered Sale Deed dated 19/01/1994 being registered document no. 4308 registered on 20/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Miss Usha Israni.
10. Original Registered Sale Deed dated 19/01/1994 being registered document no. 4305 registered on 20/01/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Miss Lata Israni.
11. (a) Original Registered Sale Deed dated 21/07/1994 being registered document no. 2072 registered on 26/07/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Shri Surendra Kumar Israni (minor) through his natural guardian Smt. Rajkumari Israni.  
(b) copy of the order dated 27/06/1994 of Additional District magistrate, Rewa, permitting sale of share of land of Shri Surendra Kumar Israni in Khasra No. 82/2 and 82/1/3 by his natural guardian Smt. Rajkumari Israni.
12. Original Registered Sale Deed dated 21/07/1994 being registered document no. 2073 registered on 26/07/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Shri Mulchand Israni.
13. Original Registered Sale Deed dated 02/09/1994 being registered document no. 2676 registered on 02/09/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being Shri Jamdarwa confirming party Shri Sikdarwa.
14. Record of Rights and Land Book No. 352583 and original conversion certificate no. 102/A-2/59/94-95 dated 28/03/1995 in relation to properties in Village Khaira.
15. Original Registered Sale Deed dated 07/11/1986 being registered document no. 2404 registered on 10/11/1986 of Rewa Sub-Registrar Office in favour of the Mortgagor, Vendor being M/s Tumus Electric Corporation Ltd.
16. (a) Original Registered Sale Deed dated 11/11/1994 being registered document no. 3563 registered on 11/11/1994 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Smt. Bina Jha.  
(b) Original Registered Sale Deed dated 12/07/1993 being registered document no. 1857 registered on 12/07/1993 of Rewa Sub-Registrar Office in favour of the Smt. Bina Jha, Vendor being Shri Ram Niwas Mishra.
17. Original Registered Sale Deed dated 16/07/1995 being registered document no. 2049 registered on 18/07/1995 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Ran Pratap Singh.
18. Original Registered Sale Deed dated 26/08/1995 being registered document no. 2549 registered on 28/08/1995 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendors being Shri Kanhaiya Lal Patel and five others.
19. Record of Rights and Land Book No. 77778 and original conversion certificate four in number dated 13/03/1981, 31/03/1995, 29/03/1996 and 17/11/1997 in relation to properties in Village Khobhar.



20. Original Registered Sale Deed dated 30/04/1992 being registered document no. 331 registered on 05/05/1992 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Smt. Shila Devi.
21. Original Registered Sale Deed dated 30/04/1992 being registered document no. 330 registered on 05/05/1992 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Smt. Shila Devi.
22. Original Registered Sale Deed dated 22/04/1992 being registered document no. 234 registered on 23/04/1992 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Laxman Prasad.
23. Original Registered Sale Deed dated 22/04/1992 being registered document no. 233 registered on 23/04/1992 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Mahendra Kumar.
24. Original Registered Sale Deed dated 16/07/1993 being registered document no. 1997 registered on 19/07/1993 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Smt. Sudha Rani.
25. Original Registered Sale Deed dated 17/07/1993 being registered document no. 2025 registered on 20/07/1993 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Smt. Sudha Rani.
26. Original Registered Sale Deed dated 17/07/1993 being registered document no. 2026 registered on 20/07/1993 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Anand Kumar Tamrakar.
27. Original Registered Sale Deed dated 19/07/1993 being registered document no. 2116 registered on 21/07/1993 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Smt. Sudha Rani.
28. Original Registered Sale Deed dated 21/07/1993 being registered document no. 2115 registered on 21/07/1993 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Motilal.
29. Original Registered Sale Deed dated 22/07/1993 being registered document no. 2135 registered on 22/07/1993 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Motilal.
30. Original Registered Sale Deed dated 23/07/1993 being registered document no. 2155 registered on 24/07/1993 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Motilal.
31. Original Registered Sale Deed dated 24/07/1993 being registered document no. 2153 registered on 24/07/1993 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Motilal.
32. Original Registered Sale Deed dated 25/07/1993 being registered document no. 2158 registered on 26/07/1993 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Motilal Soni.
33. Original Registered Sale Deed dated 27/10/1995 being registered document no. 3332 registered on 30/10/1995 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Anand Kumar Tamrakar.
34. Original Registered Sale Deed dated 11/11/1995 being registered document no. 3358 registered on 02/11/1995 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Basant Kumar Agarwal.
35. Original Registered Sale Deed dated 01/11/1995 being registered document no. 3357 registered on 02/11/1995 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Ram Naraya Agarwal.



36. Original Registered Sale Deed dated 15/03/1997 being registered document no. 5449 registered on 17/03/1997 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Sanjay Kumar Soni.
37. Original Registered Sale Deed dated 15/03/1997 being registered document no. 5448 registered on 17/03/1997 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Shankar Prasad Soni.
38. Original Registered Sale Deed dated 15/03/1997 being registered document no. 5450 registered on 17/03/1997 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Santosh Kumar Soni.
39. (a) Original Registered Sale Deed dated 15/03/1997 being registered document no. 5452 registered on 17/03/1997 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Prakash Soni (minor) through his natural guardians Shri Moti Lal Soni and Smt. Sundar Bai.  
(b) Copy of order dated 28/02/1997 of Additional District Magistrate, Rewa granting permission to sell out the land in the name of Shri Prakash Soni (minor) by his natural guardians Shri Moti Lal Soni and Smt. Sundar Bai.
40. (a) Original Registered Sale Deed dated 15/03/1997 being registered document no. 5451 registered on 17/03/1997 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendor being Shri Jitendra Soni (minor) through his natural guardians Shri Moti Lal Soni and Smt. Sundar Bai.  
(b) Copy of order dated 28/02/1997 of Additional District Magistrate, Rewa granting permission to sell out the land in the name of Shri Jitendra Soni (minor) by his natural guardians Shri Moti Lal Soni and Smt. Sundar Bai.
41. Original Registered Sale Deed dated 08/03/2000 being registered document no. 5893 registered on 09/03/2000 of Rewa Sub-Registrar Office in favour of the Mortgagor, vendors being Shri Radhe Lal and Shri Arjun Das.
42. Record of Rights and Land Book No. 245801 and original conversion certificate four in number dated 30/3/1995, 06/05/1995, 02/09/2014 in relation to properties in village Khairi.

### Part C

1. Original Registered Exchange Deed dated 05/09/2000 being registered document no. 3394 registered on 06/09/2000 of Rewa Sub-Registrar Office in between Shri Rajiv Jain, R/o V.T.L. Power of Attorney, Udyog Vihar, P.O. Rewa, and Smt. Lokmani Sanyal.
2. Original Registered Rectification Deed dated 23/12/2015 being registered document no. MP328492015A1222899 of Rewa Sub-Registrar Office digitally signed on 24/12/2015 executed by Vindhya Telelinks Ltd. Pursuant to judgment in CS no. 63 A/2015 before 6<sup>th</sup> Civil Judge (Class II) Rewa on 14/09/2015.
3. Certified copy dated 18/09/2015 of the Judgment in CS no. 63 A/2015 before 6<sup>th</sup> Civil Judge (Class II) Rewa on 14/09/2015.
4. Original Registered Sale Deed dated 06/06/1994 being registered document no. 777 registered on 08/06/1994 of Rewa Sub-Registrar Office in favour of Shri Rajiv Jain, R/o Vindhya Telelinks Ltd., Udyog Vihar, P.O. Rewa, Vendor: Smt. Duasia.
5. Original Registered Rectification Deed dated 23/12/2015 being registered document no. MP328492015A1222913 of Rewa Sub-Registrar Office digitally





- signed on 24/12/2015 executed by Vindhya Telelinks Ltd. Pursuant to judgment in CS no. 62 A/2015 before 6<sup>th</sup> Civil Judge (Class II) Rewa on 14/09/2015.
6. Original Registered Sale Deed dated 17/05/1994 being registered document no. 552 registered on 18/05/1994 of Rewa Sub-Registrar Office in favour of Shri Rajiv Jain, R/o Vindhya Telelinks Ltd., Udyog Vihar, P.O. Rewa, Vendor: Smt. Duasia.
  7. Original Registered Rectification Deed dated 23/12/2015 being registered document no. MP328492015A1222852 of Rewa Sub-Registrar Office digitally signed on 24/12/2015 executed by Vindhya Telelinks Ltd. Pursuant to judgment in CS no. 62 A/2015 before 6<sup>th</sup> Civil Judge (Class II) Rewa on 14/09/2015.
  8. Original Registered Sale Deed dated 07/06/1994 being registered document no. 779 registered on 08/06/1994 of Rewa Sub-Registrar Office in favour of Shri Rajiv Jain, R/o Vindhya Telelinks Ltd., Udyog Vihar, P.O. Rewa, Vendor: Smt. Duasia.
  9. Original Registered Rectification Deed dated 23/12/2015 being registered document no. MP328492015A1222877 of Rewa Sub-Registrar Office digitally signed on 24/12/2015 executed by Vindhya Telelinks Ltd. Pursuant to judgment in CS no. 62 A/2015 before 6<sup>th</sup> Civil Judge (Class II) Rewa on 14/09/2015.
  10. Certified copy dated 07/11/2015 of the Judgment in CS no. 62A/2015 before 6<sup>th</sup> Civil Judge (Class II) Rewa on 14/09/2015.
  11. Notice of Land Record Officer (Diversification/Conversion) dated 18/09/2014 in relation to Khasra No. 86/2 and 87/2 village: Khaira.
  12. Land Book no. 253947 in relation to properties in village Khaira issued by Tehsildar Rewa.

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**SCHEDULE II**  
**DESCRIPTION OF PROPERTIES TO BE MORTGAGED**

**Part A**

The Industrial Land admeasuring 32.00 hectare (80 Acres) comprised in Plot No. 1 situate at Udyog Vihar, Rewa, Village Khobhar & Babupur, Tehsil: Huzur, District: Rewa, in the state of Madhya Pradesh, owned by the Borrower, together with all super-structures, construction thereof, easements, right to way and appurtenances thereon, both present and future.

Surrounded by:

On the East	:	Proposed Road as per the Plan of AKVN
On the North	:	Proposed Road as per the Plan of AKVN
On the West	:	National Highway
On the South	:	Existing Road

**Part B**

The following parcels of land situated in the following villages in Tehsil Hujur, District: Rewa, in the state of Madhya Pradesh, owned by the Borrower, together with all super-structures, construction thereof, easements, right to way and appurtenances thereon, both present and future.

Sl. No.	Deed No.	Village	Khasra No.	Area Admeasuring in Acre
1	4054	Khaira	89/2	0.15
			90/2	0.80
2	4055	Khaira	83	0.56
			84	0.66
3	4081	Khaira	85	1.11
4	4094	Khaira	90/2	1.00
5	4097	Khaira	90/2	0.51
6	4297	Khaira	82/2	0.4233
			82/1/3	
7	4307	Khaira	82/2	0.4233
			82/1/3	
8	4306	Khaira	82/2	0.4233
			82/1/3	
9	4308	Khaira	82/2	0.4233
			82/1/3	
10	4305	Khaira	82/2	0.4233
			82/1/3	
11	2072	Khaira	82/2	0.4233
			82/1/3	
12	2073	Khaira	82/1/1 (Ka)	0.03
13	2676	Khaira	86/1	0.81



			87/1	0.20
14	2404	Khobhar	27	0.51
			28/1	0.86
			54	0.31
			56	2.44
15	3563	Khobhar	89	0.13
16	2049	Khobhar	30	1.29
17	2549	Khobhar	29	0.28
18	331	Khairi	149	0.54
			151	0.49
			152	0.48
			153	0.53
			154	1.15
			155	0.69
			157	1.11
			158	0.32
			159	0.33
			160	0.32
			161	0.31
19	330	Khairi	130	1.56
			131	0.71
			132	0.65
			133	0.01
			144	1.43
			145	0.97
			146	0.62
20	234	Khairi	147	0.66
			148	0.52
21	233	Khairi	150	0.61
22	1997	Khairi	95	0.36
			96	0.29
			97	0.26
23	2025	Khairi	94	0.17
			98	0.49
			99	0.34
24	2026	Khairi	156	0.42
25	2116	Khairi	100	0.29
			101	0.14
			102	0.06
			104	0.47
			105	0.11
26	2115	Khairi	162	0.98
27	2135	Khairi	162	0.97
28	2155	Khairi	162	0.96
29	2153	Khairi	162	0.96
30	2158	Khairi	162	0.55



31	3332	Khairi	138/1 ka	0.27
			138/2	0.78
			138/1 kha	0.99
			118	0.28
32	3358	Khairi	137	1.13
33	3357	Khairi	119	0.36
34	5449	Khairi	139	0.16
			140	0.29
35	5448	Khairi	141	1.11
36	5450	Khairi	142/1	0.55
37	5452	Khairi	142/2	0.56
38	5451	Khairi	143	0.67
39	5893	Khairi	126/1	1.03

### Part C

The following parcels of land situated in the following villages in Tehsil Hujur, District: Rewa, in the state of Madhya Pradesh, owned by the Borrower, together with all super-structures, construction thereof, easements, right to way and appurtenances thereon, both present and future.

Sl. No.	Deed No.	Village	Khasra No.	Area admeasuring in Acre
1	3394 read with MP328492015A1222899	Khaira	86/2	0.80
			87/2	0.20
2	777 read with MP328492015A1222913 and 552 read with MP328492015A1222852	Khaira	89/1	0.14
			90/1	2.00
3	779 read with MP328492015A1222877	Khaira	82/1/2	0.54
			91/2	0.23

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Dated this 14 day of May, 2019

Place: New Delhi

For SBICAP TRUSTEE COMPANY LTD.



Lokesh Thakur

Authorised Official

**SBICAP TRUSTEE COMPANY LIMITED**



Authorised Signatory