



MEMORANDUM OF ENTRY

1. On this 16th June, 2016, Mr. S.K. Salhotra S/o Late Shri J.R. Salhotra, R/o D1/12A01, Parsvnath Erotica Sector-53, Gurgaon-122 002, Haryana, and Mr. Som Nath Chopra S/o Late Shri Tilak Raj, R/o Y-186, Regency Park-II, DLF City-IV, Gurgaon-122 002, Haryana, director/authorized officer through Board Resolution dated 10th February, 2016 of **M/s Daawat Foods Limited**, a company registered under the Companies Act, 1956 having its Registered Office at a company registered under the Companies Act, 1956 and having its Registered Office at Unit -134, First Floor, Rectangle-1, Saket District Centre, Saket, New Delhi-110017 and Corporate Office at MVL I Park, 4th Floor, Sector-15, Gurgaon-122001, (hereinafter referred to as the "**Mortgagor**" or "**Borrower**" or "**DFL**", as described in **Schedule I Part C**), attended the Branch Office at Delhi of **SBICAP Trustee Company Limited**, a company registered under the Companies Act, 1956 and registered with the Securities and Exchange Board of India ("**SEBI**"), having its Registered Office at 202, Maker Tower 'E', Cuffe Parade, Mumbai-400005 and a Branch Office inter alia at 711, 7th Floor, Ashoka Estate, Barakhamba Road, New Delhi-110001 (hereinafter referred to as "**Security Trustee**" or "**STCL**", as described in **Schedule I Part A**) acting for and on behalf of the Lenders (hereinafter referred to as the "**Lenders**" or "**SBI Consortium**") more particularly described in **Schedule III** and met Mr. Vineet Kumar the authorized official of Security Trustee.



2. The said Mr. S.K. Salhotra and Mr. Som Nath Chopra stated that the documents of title, evidences, deeds and writings (hereinafter referred to as the "**Title Deeds**" more particularly described in **Schedule II Part B** hereunder written) in respect of the immovable property together with the buildings and other structures fixed plant and machinery fixtures and fittings now constructed, erected or installed thereon or hereafter to be constructed, erected or installed thereon, attached to the earth or permanently fastened to anything attached to the earth together with all building and structures thereon and all plant and machinery, (hereinafter referred to as the said "**Immovable Properties**", more particularly described in the **Schedule II Part A** hereunder written), were deposited on 13.06.2007 (date of original deposits) and latest by way of constructive delivery on 14.08.2014 by the Mortgagor/s with the State Bank of India (SBI) in order to create security, by way of equitable mortgage by deposit of Title Deeds, on the Mortgagor's Immovable Properties, for securing due repayment, discharge and redemption of the financial facilities granted to the Borrower by SBI Consortium on second charge ranking pari passu of the various facilities in the aggregate, not exceeding the amount as set out on **Schedule IV** which expression shall, unless it be repugnant to the subject or context thereof, include each of the Facilities or any one or more of the Facilities, or so much thereof as may be outstanding from time to



time), together with all interest, liquidated damages, front end fees/commitment charge, premia on prepayment or on redemption, costs, charges, expenses and other monies including any increase as a result of devaluation/revaluation/fluctuation in the rate of exchange of foreign currencies involved, payable under the Loan Agreements executed by respective Lender, (hereinafter referred to as the "**Agreement**"), as amended from time to time.

3. For *inter alia* ease of operation, SBICAP Trustee Company Ltd. has been appointed as the Security Trustee as per terms and conditions contained in the Security Trustee Agreement dated 22.03.2016. Hence at the request of the Mortgagor, SBI has agreed to provide to the Mortgagor the documents of title pertaining to the below mentioned said Immovable Properties for the limited purpose of depositing the same with STCL, acting as Security Trustee for the SBI Consortium.

4. Mr. S.K. Salhotra and Mr. Som Nath Chopra, then requested Mr. Vikram Priyavart, Relationship Manager of SBI for their Existing Facilities to provide the Mortgagor the Title Deeds in respect of the Mortgagor's Immovable Property and accordingly, Mr. Vikram Priyavart, Relationship Manager of SBI provided the documents relating to title pertaining to the said Immovable Property to Mr. S.K. Salhotra and Mr. Som Nath Chopra authorized official of the Borrower.

5. Mr. S.K. Salhotra and Mr. Som Nath Chopra on the same day accorded and gave oral consent on behalf of the Mortgagor to Mr. Vineet Kumar authorized official of the Security Trustee to hold the existing Title Deeds as and by way of equitable mortgage by deposit of Title Deeds by way of constructive delivery on the Mortgagor's Immovable Property, as security for the due repayment, discharge and redemption by the Borrower to the Lenders on second charge ranking pari-passu for the working capital facility (hereinafter referred to as "**Facility**") more particularly described in **Schedule I Part B** hereunder) together with all interest, liquidated damages, front end fees/commitment charge, premia on prepayment or on redemption, 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 the Working Capital Consortium Agreement dated 22.03.2016 (hereinafter referred to as the "**WCCA**") as amended from time to time.



6. The Mortgagor further stated that the said Title Deeds so deposited were the only documents of title relating to the said Immovable Properties in the possession, power and control of the Mortgagor and that the Mortgagor had a clear and marketable title to the said Immovable Properties;



7. The Mortgagor further stated that there is no mortgage, charge, lien or other encumbrance or attachment on the said Immovable Properties in favour of any government or the Income-tax department or any other Governmental Authority, or any person, firm or company, body corporate or society or entity whatsoever and that the Mortgagor has not entered into any agreement for sale, transfer, lease or alienation thereof or any part or parts thereof and that no such mortgage, charge or lien or other encumbrance whatsoever will be created or attachment allowed to be levied on the said immovable properties or any part or parts thereof in favour of or on behalf of any Government or Governmental Authority or any person, firm, company, body corporate or society or entity whatsoever except with the prior permission of the Security Trustee so long as the Borrower continues to be indebted to or liable to the Lenders on any account in any manner whatsoever and that no proceedings for recovery of taxes are pending against the Mortgagor under the Income Tax Act, 1961 or any other law in force for the time being and that no notice has been issued and/or served on the Mortgagor under Rules 2, 16 or 51 or any other Rules of the Second Schedule to the Income Tax Act, 1961, or under any other law;
8. The aforesaid deposit of Title Deeds was made by the Mortgagor in the presence of Mr. Vincent Kumar, AVP of the Security Trustee.



SCHEDULE I

DETAILS OF SECURITY TRUSTEE, AMOUNT OF FACILITIES, DETAILS OF THE MORTGAGOR/S AND DETAILS OF THE BORROWER

PART A

ADDRESS OF THE PLACE WHERE TITLE DEEDS ARE BEING DEPOSITED:

SBICAP Trustee Company Limited

711, 7th Floor, Ashoka Estate,
Barakhamba Road, New Delhi – 110001.

PART B

WORKING CAPITAL FACILITY

Facility	Fund Based	Non-Fund Based	Total (Amount in Crore)
SBI	CC(Hypothecation)- 96.00 EPC- (60.00) CC(Book Debts)- (7.00) CC (Bardana & Packing)- (2.00) Post Shipment Finance- (within CC)- (21.00) Standby Limits under Exporters Gold Card Scheme- 12.00	Letters of Credit- 5.00 Bank Guarantees (within LC)- (2.00) Credit Exposure Limit (Forward Contract)- 4.25	117.25
ICICI	Cash Credit- 32.4 EPC- (32.4) PCFC/PSCFC- (32.4) FBD/ FBP- (32.4)	Derivative- Other Business Purposes- 5.00	37.40
PNB	Cash Credit (Hypothecation)- 40.00 Packing Credit (Hypothecation)- (40.00) FOBNLC/ FOBP- (40.00)	-	40.00



IDBI	Export Credit- Pre Shipment/Post- Shipment- 23.85 Cash Credit (CC) (sub-limit of Export Credit Limits)- (23.85)	LER- 1.00	24.85
SIB	CCOL - 20.00 Packing Credit PC/PCFC- (20.00) FBP/Discounted/EBD (Non LC)- (20.00)	-	20.00
AB	CC- 19.00 PC/PCFC/ PSC/ PSCFC- (14.00) Standby Limit under Gold Card- 2.80	-	21.80
DB	Cash Credit Hypothecation- 15.00 Packing Credit Hypothecation- (15.00) Foreign Bills Purchase (Rs. 15.00)	-	15.00
SBH	Cash Credit Hypothecation- 23.66 EPC/ PCFC- (23.66) FUBD/FDBP/EBR- (23.66) Stand By limit under exporter's Gold Card Scheme- 4.73	-	28.39
TOTAL	289.44	15.25	304.69



SCHEDULE I

PART C

DETAILS OF THE MORTGAGOR/ BORROWER:

M/s DAAWAT FOODSLIMITED, a company registered under the Companies Act, 1956 and having its Registered Office at Unit -134, First Floor, Rectangle-1, Saket District Centre, Saket, New Delhi-110017 and Corporate Office at MVL I Park, 4th Floor, Sector-15, Gurgaon-122001 (the "**Borrower**" or "**Mortgagor**" which expression shall, unless it be repugnant to the subject or context thereof includes it's, successors, receivers, liquidators, permitted assigns and also administrators).



SCHEDULE II

Part-A

Description of Mortgaged Property owned by M/s Daawat Foods Limited

I. Khetwat No. 462, Khata No. 282 rectangle 82 Kila No 1/2 (0-15), 2(7-16), 3(8-0), Khata No. 615 rectangle 82 kila no. 4(6-10), Khata no. 615, 616 rectangle 82 kila no. 7(3-14), 8(8-0), 12(8-0), 13(7-18), 14(1-04), khata no. 614 rectangle 82 kila no 10/1(4-06), 11(7-10) (New Khewat No. 381 min/339, 613 min/545 and Khata No. 569, 876, 877, 879, 880, Revenue Estate of Village Kamaspur, Distt. Sonapat admeasuring 71K-13M.

II. Plot No. A- 7, Phase-II, Industrial Area, Mandideep, Tehsil Goharganj, Distt. Raisen admeasuring 100000 Sq.Mtr. (with buildings and construction thereon) with Boundaries:

East- Plot A-8, West Road.
North- Road.
South- Private Land

(With all constructions thereon and plant and machinery therein present and future.)

Part-B

DOCUMENTS OF TITLE:

Part A-I.

01. Original Sale Deed dated 26.05.06 executed by Pepsi Foods Limited in favour of M/s Daawat Foods Private Limited vide Sr. No. 1828.

Part A- II.

01. Original lease deed dated 21.05.07 executed by the Governor of M.P. acting through Managing Director, Audhyogik Kendra Vikas Nigam in favour of M/s Daawat Foods Limited regd. At the office of Sub- Registrar Obaidullaganj vide book no. 1-A, Vol. No. 1456, Sr. No. 139.



SCHEDULE III

DETAILS OF LENDERS

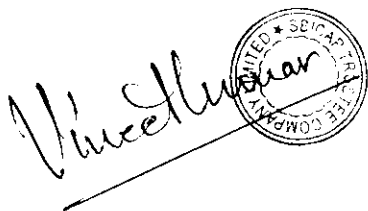
S. No.	Lenders	Address	
		Head Office	Branch Office
1.	State Bank of India	State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-400 021	Commercial Branch, LHO Complex, Hoshangabad Road, Bhopal-462011
2.	ICICI Bank Limited	Landmark, Race Course Circle, Vadodara 390 007	11th Floor, Videocon Towers, E-1, Jhandewalan Extension, New Delhi-110 055
3.	Punjab National Bank	PNB House, 7, Bhikaji Cama Place Africa Avenue, New Delhi-110607	New Market Branch, Bhopal-462003
4.	IDBI Bank Limited	IDBI Tower, WTC Complex, Cuffe Parade, Mumbai-400005	Indian Red Cross Society Building, 1 Red Cross Road, Post No. 231, New Delhi-110001
5.	The South Indian Bank Limited	"SIB House", T.B. Road, Mission Quarters, Thrissur	Plot No.18, Pusa Road, Karol Bagh, (Opposite City Hospital), New Delhi - 110005
6.	Allahabad Bank	2 Netaji Subhash Road, Kolkata 700001	International Branch, New Delhi, 3rd Floor, 17-Parliament Street, New Delhi- 110001
7.	Dena Bank	C/10, G-Block, BandraKurla Complex, Mumbai-400051	Corporate Business Branch, E- 13/ 29, Ground Floor, Harsha Bhawan, New Delhi- 110001
8.	State Bank Of Hyderabad	Gunfoundry, Hyderabad-500001	Nehru Place Branch, 17-18, Punj Essen House, Nehru Place, New Delhi-110019



SCHEDULE IV

EXISTING FACILITIES

S. No.	Lender	Fund Based	Non Fund Based		Total (Amount in Crore)
1.	State Bank of India	108.00	5.00	1.95	114.95
2.	State Bank of Hyderabad	23.65	-	-	23.65
3.	IDBI	23.85	-	1.00	24.85
4.	ICICI Bank	32.40	-	5.00	37.40
5.	Dena Bank	15.00	-	-	15.00
6.	Allahabad Bank	19.00	-	-	19.00
7.	Punjab National Bank	30.00	-	-	30.00
TOTAL LIMITS		251.90	5.00	7.95	264.85



Mr. Vineet Kumar AVP
Authorised Official of the Security Trustee,
Acceptors of deposit of Title Deeds

Dated this 17th June, 2016