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Additional Registrar of Assurances-IV, Kolkata Certified that the Document is admitted of Registration. The SignatureSheet and the endorsement sheets attached to this document are the part this Occument

> Additional Registrar of Assurances-IV, Kolketa

1 9 JUL 2023

DEED OF MORTGAGE (WITHOUT POSSESSION)

THIS DEED OF MORTGAGE BY WAY OF FURTHER CHARGE made this 19th day of July, Two Thousand Twenty-Three (2023)

BETWEEN



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Comment of the

ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

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M/S. ENCLAVE TRADECOM PRIVATE LIMITED (PAN: AABCE9724B), a company incorporated under the Companies Act, 1956, having its registered office at 36 A Pratap Aditya Road, Post Office Tollygunge, Police Station-Tollygunge, Kolkata-700026, hereinafter referred to as the MORTGAGOR/ GUARANTOR (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office, legal representatives, administrators and assigns) of the FIRST PART, being represented by its Director, SRI ANKIT PANSARI (PAN: ALWPP4078N, Aadhar no. 738006223042), son of Sri Santosh Kumar Agarwal (Mobile: 9830872006)

AND

STANDARD CHARTERED BANK (PAN: AABCS4681D), incorporated in England with limited liability by Royal Charter 1853, reference number ZC18 having its principal office in England at 1 Basinghall Avenue, London, EC2V 5DD and acting through its branch office inter-alia in India at 19, Netaji Subhas Road, Post Office GPO, Police Station Hare Street, Kolkata - 700001 (hereinafter referred to as the "SCB", which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors, novatees, transferees and assigns) Standard Chartered Bank is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, being represented by its authorised signatory, Mr. Sanjoy Chakraborty (PAN: AFDPC3530P, Aadhar no. 4243 3154 9567), son of Late Sanat Chakraborty of the SECOND PART

AND

ICICI BANK LIMITED (PAN: AAACI1195H), a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara-390007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051, and amongst others, a branch/office at ICICI Bank Ltd at 3A, Gurusaday Road, Uniworth House, Post Office Circus Avenue, Police Station Karaya, Kolkata: 700019, hereinafter referred to as the "ICICI BANK" (which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include its successors-in-office, administrators and assigns) of the THIRD PART, being represented by its authorized signatory, Mr. Rahul Shah (PAN: BARPS2830J, Aadhaar no. 571509322569), son of Mr. Ramnath Shah. and

YES BANK LIMITED (PAN: AAAACY2068D) a company incorporated under the provisions of the Companies Act, 1956 and a banking company within the meaning of section 5 (c) of The Banking Regulations Act, 1949 and having its registered office at Yes Bank House, Off Western Express Highway, Santacruz East, Mumbai – 400055, India and a branch office at Stephen House, 56A Hemanta Basu Sarani, Ground and Mezzanine Floor, Kolkata, West Bengal – 700 001 (hereinafter referred to as the "Yes Bank" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the FOURTH PART, being represented by its autrhorised signatory, Mr. Jai Agarwalla



MADELLONAL REGISTRAS MATABURANCES IV, KOLSATA 19 JUL 2023 (PAN: AGAPA2797E Aadhar no. 958918434805), son of Mr. Rama Prasad Agarwalla

The SCB and the ICICI Bank and the Yes Bank are collectively referred to as "Mortgagees".

WHEREAS:

- 1. By and through a registered Deed of Conveyance dated 30th August, 2008, M/s. Enlclave Tradecom Private Limited (the Mortgagor herein) purchased and acquired from Benud Behari Dutta Trust, ALL THAT piece and parcel of land measuring about 9 Cottahs 1 Chittack and 6 sq.ft., be the same a little more or less, comprised in present municipal premises no. 36A, Pratapaditya Road (forming part of previous municipal premises nos. 36A, 36B and 36C, Pratapaditya Road) under municipal ward no. 88 within the limits of the Kolkata Municipal Corporation under Police Station Tollygunge in the district of South 24-Parganas (hereinafter referred to as the 'Said Premises' which are more fully described in the First Schedule written hereunder) together with structure thereon for the consideration therein mentioned. The said deed was registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book no.I, CD Volume no. 1, Pages fro, 7252 to 7271 as Being no. 00342 for the year 2009.
- 2. The Mortgagor herein while seized and possessed of and/ or otherwise well and sufficiently entitled to the said Premises and the structure thereon mutated its name in the records of the Kolkata Municipal Corporation and decided to commercially exploit the said premises by constructing a multi storied residential cum commercial building, after demolishing the old structure and caused a building plan sanctioned bearing building plan no. 2010090040 dated 12th October, 2010 from the Kolkata Municipal Corporation for construction of G+4 storied building consisting of several independent flats/apartments, units, car parking spaces and other spaces.
- After completion of construction of the said building, the Mortgagor herein 3. from time to time sold and transferred various flats/apartments and other spaces of the said building to the various purchasers and the Mortgagor herein is now seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, ALL THAT (i) Commercial Space measuring about 1412 sq. ft. super built up area on the ground floor (butted and bounded by on the north by common passage, on the east by entry point on Pratapaditya Road, on the south by parkings & clubs, on the west by lift & staircase), (II) Commercial Space measuring about 1871 sq.ft. super built up area on the front side of the first floor butted and bounded by on the north by open to sky, on the east by open to sky, on the south by open to sky & club, on the west by Unit 1B), (iii) Commercial Space measuring about 615 sq. ft. super built up area on the back side of the first floor butted and bounded by on the north by Unit 1B, on the east by lift & staircase, on the south by open to sky, on the west by open by sky) and (iv) 3 nos of car parking spaces



ADDITIONAL REGISTRATION OF ADBURANCES IV, KIALATA

19 JUL 2023

admeasuring about 400 sq.ft. on the basement having no. 6, 7 & 8 of the said building built and constructed on the land of the said premises together with proportionate undivided and impartible share in the land of the said Premises along with common rights in the common areas and facilities of the said building/said premises (all hereinafter collectively referred to as the 'Said Properties/Mortgaged Properties which are more fully described in the Second Schedule written hereunder).

- 4. M/s. Magpet Polymers Private Limited., a company incorporated under the Companies Act, 1956, having its registered office at 36A, Pratapaditya Road Police Station Tollygunge, Kolkata-700026 (hereinafter referred to as the 'Borrower-1') had obtained term loan/ cash credit limit facility INR, 219,620,000/-(Indian Rupees Twenty One Crore Ninety Six Lakh and Twenty Thousand Only) (First Facility) from the SCB in terms sanction/ facility letter ref. no. SME/MPD/001 (10494926) dated 3rd October 2016 as amended, varied, modified or supplemented from time to time and in terms of the said sanction letter, the Mortgagor herein (as the Guarantor to the said loan) created a first charge by way of simple mortgage with respect to the Said Properties belonging to the Mortgagor in favour of the SCB by executing a Deed of Mortgage dated 21st March, 2017 registered in the office of Additional Registrar of Assurances-I. Kolkata in Book no.1, Volume no.1901-2017, Pages 50813 to 50837 as being no.190101699 for the year 2017 (First Deed of Mortgage) to secure repayment of the aforesaid credit facility and the Mortgagor herein as the Guarantor to the said loan facility furnished corporate guarantee guaranteeing to the Mortgagee the repayment of all the dues.
- 5. Subsequently, the Said Borrower-1 obtained further credit facility /enhancement of the existing facility for an additional amount of INR.14,40,00,000/- (Indian Rupees Fourteen Crore Forty Lakh only) (Second Facility) from the SCB (In addition to the aforesaid first facility already granted) pursuant to a facility letter ref. no. SME Sanction/Facility Letter Ref. no. SME/MPD/002 (10558085) dated 13th November, 2017 as amended, varied, modified or supplemented from time to time and in terms of the said sanction letter, the Mortgagor herein (as the Guarantor to the said loan) executed a Deed of Mortgage by way of Further Charge dated 20th December, 2017 which was registered in the office of Additional Registrar of Assurances-I, Kolkata in Book no.I, Volume no.1901-2017, Pages 281160 to 281193 as being no.190108268 for the year 2017 (Second Deed of Mortgage) with respect to the said Properties in favour of the SCB to secure repayment of the aforesaid credit facilities and the Mortgagor herein as the Guarantor further executed a corporate guarantee dated 13th November, 2017 guaranteeing to the Mortgagee the repayment of extending loan facilities.
- Subsequently, the said Borrower-1 had obtained further credit facility for an additional amount of INR 4,50,00,000/- (Indian Rupees Four Crore Fifty Lakh) only (in addition to the aforesaid first facility and the second facility already granted) from the Standard Chartered Bank/SCB pursuant to SCB's facility letter ref. no. SME/MPD/003 (10641748) & SME/MPD/004 (10643977) dated 17.01.2019 AND also obtained credit facility of INR 23.875 Crore (term loan





facility of Rs. 16.875 Cr. & working capital facility of Rs. 7 Cr.) from the ICICI Bank pursuant to its sanction letter ref. CAL31713124179 & CAL31165580614 dated 07.03.2019 and in terms of the aforesaid sanction letters, the Mortgagor herein (as the Guarantor to the said loans) executed a registered Deed of Mortgage by way of Further Charge dated 30th September, 2019 with respect to the said Properties with pari passu inter se in favour of the said SCB and ICICI Bank to secure repayment of the aforesaid credit facilities and the Mortgagor herein also executed a corporate guarantees dated 17th November, 2019 and 5th April 2019 guaranteeing to the Mortgagees the repayment of extending loan facilities and the said Deed of Mortgage was registered in the office of Additional Registrar of Assurances-IV, Kolkata and recorded in its Book no.I, Volume no. 1904-2019, Pages 468431 to 468484 as Being no. 190409627 for the year 2019.

- 7. The said Borrower-1 had obtained further credit facility for an additional amount of Rs.4.19 Crores (in addition to the aforesaid facilities already obtained) from SCB by way of term loan under the Emergency Credit Line Guaranteed Scheme pursuant to SCB's Facility letter ref. ECL/MPP/001 (10742303) dated 24-08-2020 and also obtained further credit facility of Rs.1,40,03,973/- from ICICI Bank by way of working capital term loan under Emergency Credit Line Guaranteed Scheme pursuant to ICICI's credit facility letter ref. ECLGS:567446167 dated 19-08-2020. and in terms of the aforesaid sanction letter, the Mortgagor herein (as the Guarantor to the loans) executed a registered Deed of Mortgage by way of further charge dated 30th July, 2021 with respect to the said properties with pari-passu inter se in favour of the said SCB and ICICI Bank to secure repayment of the aforesaid credit facilities and the said deed was registered in the office of Additional Registrar of Assurances-IV, Kolkata and recorded in Book no.I, Volume no.1904-2021, Pages 313238 to 312390 as Being no. 190406390 for the year 2021.
- 8. The said Borrower-1 again approached the SCB to grant further financial facility aggregating to of INR 41.147 Crore (in addition to the foresaid facilities already obtained) by way of Term Loan and the SCB in principle agreed to grant such facility vide its facility letter ref. nos COM/MPP/10916185 dated 10.05.2023 and the said Borrower-1 also approached the ICICI Bank for grant of further financial facility of INR 38.022 Crore only by way of working term loan and the said ICICI Bank vide its facility letter ref. nos CAL31713124179 & CAL31165580614 dated 07.03.2019, ECLGS:567446167 dated 19-08-2020 & CAL263473264259 dated 17.08.2022
- The said Borrower-1 also approached the Yes Bank to grant financial facility of INR 49.5 Crore and the Yes Bank in principle agreed to grant such facility vide its sanction letter YBL/KOL/FL/315/2022-23 dated Sept 26, 2022.
- 10. The said SCB, ICICI Bank and Yes Bank have in principle agreed to provide such loans/facilities on the conditions, inter alia, that the Mortgagor shall create further charge on the said Properties of the Mortgagor for the extending such credit facilities by way of pari passu charge without any inter se preference or priority in respect of the facilities aggregating to INR 128.669 Crore (Rupees One Hundred Twenty Eight Crore Sixty Six Lac Ninety Thousand only) provided by



OF ASSESSANCES-IV, KOLKATA 19 JUL 2023 SCB, ICICI Bank and Yes Bank and thee Mortgagor herein as the Guarantor further executed corporate guarantee/s dated 15.05.2023 guaranteeing to the Mortgagees the repayment of the loan facilities; The aforesaid facility details and the sanction letter details are fully described in the **Third Schedule** written hereunder.

NOW THIS MORTGAGE BY WAY OF FURTHER CHARGE WITNESSETH:

- That in pursuance of the aforesaid sanction letter/s and the agreements and the aforesaid guarantees and further in consideration of granting credit facility of INR 41.147 Crore (Indian Rupees Forty One Crore One hundred forty Lacs only) by the Standard Chartered Bank and INR 38.022 Crore only (Indian Rupees Thirty Crores and Two Lacs Twenty Thousand) only by the ICICI Bank Limited and INR 49.50 Crore (Indian Rupees Forty Nine Crore and Fifty Lacs Only) only by Yes Bank Ltd. to the said Borrower-1, Magpet Polymers Pvt. Ltd.. aggregating to INR 1,643,488,973/- (Indian Rupees One Hundred Sixty Four Crore Thirty Four Lakh Eighty Eight Thousand and Seventy Three) only on terms and conditions mentioned in the Sanction Letters, Facility letters, any declarations, undertakings, deeds and any other document(s) executed or to be executed by and between the Mortgagor, Borrower-1 and SCB, ICICI bank and Yes Bank as mentioned in the Third Schedule ("Transaction Documents") on or before or after the execution of theses presents and as well as the sum and interest secured by the this Mortgage, the Mortgagor doth hereby grant, mortgage and assign (without possession, i.e. the possession will remain with the Mortgagor) the Said Properties/ Mortgaged Properties which are more fully detailed in the Second Schedule written hereunder in favour of the said Mortgagees by way of registered mortgage by way of a pari-passu charge between the Standard Chartered Bank, ICICI Bank Ltd. and Yes Bank Ltd. for the purpose of securing the mortgage debt and to hold the same as security for the repayment of the sum advanced by the Mortgagees, Standard Chartered Bank, ICICI Bank and Yes Bank Ltd. to the said Borrower-1,
- 2. That the Mortgagor has assured the Mortgagee that the Said Properties are free from all sorts of encumbrances save and except the encumbrances mentioned in the Fourth Schedule including prior sale, agreement, lis pendens, mortgage, attachment etc. save and except the aforesaid charge/mortgage in favour of SCB & ICICI and if it is proved otherwise, the Mortgagor shall be fully responsible and liable to indemnify and keep indemnified the Mortgagees under all circumstances against any monetary loss, harm, injury suffered or caused to be suffered to the Mortgagees on account of legal defects in the title of the said Properties and/ or in the documents of the Mortgagor in respect of the said Properties. Notwithstanding anything by the Mortgagor done or executed or omitted to be done or executed or knowingly suffered to the contrary, the Mortgagor now has power and authority to grant, convey, assign, assure and transfer unto the Mortgagees the Mortgaged Properties;



ADDITIONAL REGISTRAR FOF A SEURANCES-IV, KOLKATA 19 JUL 2023

- 3. It shall be lawful for the Mortgagees upon entering into or taking possession under the provisions herein contained of all or any of the Mortgaged Properties thenceforth to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Mortgagor or any other person or persons claiming by, through, under or in trust for the Mortgagor and that freed and discharged from or otherwise by the Mortgagor sufficiently indemnified against all encumbrances and demands whatsoever;
- 4. The Mortgagor / said Borrower-1 & Borrower-2 shall maintain and keep in proper order, repair and in good condition the Mortgaged Properties. In case the Mortgagor fails to keep in proper order, repair and in good condition the relevant Mortgaged Properties. In case the Mortgagees fails to keep in proper order, repair and in good condition the Mortgaged Properties or any part thereof, then the Mortgagees may, but shall not be bound to, maintain in proper order or repair or condition the Mortgaged Properties or any part thereof and any expense incurred by the Mortgagees and their costs and charges therefore shall be reimbursed by the Mortgagor;
- 5. The Mortgagor shall insure and keep insured the relevant Mortgaged Properties in accordance with the terms of the Transaction Documents and shall duly pay all premia and other sums payable for that purpose, the insurance in respect of the Mortgaged Properties shall be taken in joint names of the Mortgagor, the Mortgagees and any other person having a charge on the relevant Mortgaged Properties and acceptable to the Mortgagees and the Mortgagor shall keep the insurance policies and renewals thereof with the Mortgagees and in the event of failure on the part of the Mortgagor to insure the relevant Mortgaged Properties or to pay the insurance premia or other sums referred to above, the Mortgagees may but shall not be bound to get the Mortgaged Properties insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Mortgagor;
- 6. The Mortgagor shall keep proper books of account as required by the applicable laws and therein make true and proper entries of all dealings and transactions of and in relation to the Mortgaged Properties and the business of the Mortgagor and keep the said books of account and all other books, registers and other documents relating to the affairs of the Mortgagor at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Mortgagor will ensure that all entries in the same relating to the Mortgaged Properties and the business of the Mortgagor shall at all times be open for inspection of the Mortgagees and such person or persons as the Mortgagees shall, from time to time, in writing for that purpose, appoint. All original documents in relation to the Mortgaged Properties if not already handed over to the Mortgagees shall be held by the Mortgagor in trust for the Mortgagees;
- The Mortgagor shall give to the Mortgagees or to such person or persons as aforesaid such information as they or he or she or any of them shall require as to all matters relating to the business, property and affairs of the Mortgagor and at





the time of the issue thereof to the shareholders/ members/ partners, if any, of the Mortgagor furnish to the Mortgagees copies of every report, balance sheet, profit and loss account, circulars or notices, issued to the shareholders/ members/ partners and the Mortgagees shall be entitled, if they think fit, from time to time, to nominate a firm of Chartered Accountant to examine the books of account, documents and property of the Mortgagor or any part thereof and to investigate into the affairs thereof and the Mortgagor shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation;

- 8. The Mortgagor shall permit the Mortgagees and such person, as they shall, from time to time in writing for that purpose appoint, to enter into or upon and to inspect the state and condition of all the Mortgaged Properties and pay all travelling, hotel and other expenses of any person whom the Mortgagees may depute for the purpose of such inspection and if the Mortgagees shall, for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, hotel and other expenses of such an expert;
- 9. The Mortgagor shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Mortgagor as and when the same shall become payable and when required by the Mortgagees produce the receipts of such payment and also punctually pay and discharge all debts, obligations and liabilities which may have priority over the security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Mortgagor in respect of any part of the Mortgaged Properties;
- The Mortgagor shall forthwith give notice in writing to the Mortgagees of commencement of any proceedings directly affecting the Mortgaged Properties;
- 11. The Mortgagor shall duly cause these presents to be registered in all respects so as to comply with the provisions of the Companies Act, 1956 if applicable and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any other Act, Ordinance or Regulation of or relating to any part of India, within which any portion of the Mortgaged Properties is or may be situated, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents, and in accordance with the Mortgagor's constitutional documents;
- 12. The Mortgagor shall diligently preserve its corporate existence and status and all rights, contracts, privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said franchises and concessions and all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Mortgaged Properties or any part thereof PROVIDED THAT the Mortgagor may contest in good faith the validity of any such acts, rules,



1 9 JUL 2023

regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the security for the Facilities is not thereby materially endangered or impaired. The Mortgagor will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Facilities and/ or any other monies in respect thereof might or would be hindered or delayed;

- 13. The Mortgagor shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Mortgagor may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise, and in the event of the Mortgagor failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Mortgagees will be at liberty (but shall not be bound) to pay the same and the Mortgagor shall reimburse the same to the Mortgagees on demand;
- 14. The Mortgagor shall reimburse all sums paid or expenses incurred by the Mortgagees or any Receiver, Attorney, Manager, Agent or other person appointed by the Mortgagees for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry further interest at the default interest rate specified in the Transaction Documents as from the date when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Mortgagor will, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under these presents shall be paid by the Mortgagees, the Mortgagor shall, forthwith on demand, reimburse the same to the Mortgagees and until payment or reimbursement of all such sums, the same shall be a charge upon the Mortgaged Properties;
- 15. The Mortgagor shall promptly inform the Mortgagees if it has knowledge of a notice of any application for winding up/ dissolution/ bankruptcy/ insolvency having been made or any statutory notice of default or winding up or dissolution under the Insolvency and Bankruptcy Code 2016, Companies Act, 2013 or other applicable Acts or otherwise of any suit or other legal process intended to be filed or initiated against the Mortgagor and affecting the title to the Mortgagees' properties or if a Receiver is appointed of any of its properties or business or undertaking;
- 16. The Mortgagor shall promptly inform the Mortgagées of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Mortgaged Properties or on the Mortgagor's profits or business and of any material changes in the rate of production or sales of the Mortgagor with an explanation of the reasons therefor;
- 17. The Mortgagor shall promptly inform the Mortgagees of any loss or damage which the Mortgagor may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Mortgagor may not have insured its properties;



- 18. The Mortgagor shall not pull down or remove any building or structure (except any temporary structure) on the properties for the time being forming part of the Mortgaged Properties or the fixed plant or machinery or any fixtures or fittings annexed to the same or any of them except in the ordinary course of repair and maintenance or improvement or replacement or otherwise in the course of and for the purposes of carrying on the business of the Mortgaged Properties and the Mortgagor will in such case forthwith restore or procure to be restored such building, structure, plant, machinery, fixtures or fittings as the case may be, or replace the same or procure the same to be replaced by others of a similar nature and of at least equal value;
- 19. The Mortgagor shall not sell or dispose of the Mortgaged Properties or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever;
- 20. The Mortgagor hereby represents and warrants that:

(a) The Mortgagor has the competence and power to execute these presents;

(b) The Mortgagor has done all acts, conditions and things required to be done, fulfilled or performed, and all authorizations required or essential for the execution of these presents or for the performance of the Mortgagor's obligations in terms of and under these presents have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorization has been, or is threatened to be, revoked or cancelled;

(c) These presents have been duly and validly executed by the Mortgagor or on behalf of the Mortgagor and these presents constitute legal, valid and binding

obligations of the Mortgagor;

(d) The entry into, delivery and performance by the Mortgagor of, and the transactions contemplated by, these presents do not and will not conflict:

(i) with any law;(ii) with the constitutional documents, if any, of the Mortgagor;or (iii) with any document which is binding upon the Mortgagor or on any of its assets;

(e) All amounts payable by the Mortgagor under these presents will be made free and clear of and without deduction/ withholding for or on account of any tax or

levy and without any setoff:

(f)To the extent applicable, the execution or entering into by the Mortgagor of these presents constitutes, and performance of its obligations under these presents will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) The Mortgagor is not, will not be entitled to, and will not claim immunity for themselves or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to these presents;

(g) The Mortgagor's agreement that these presents are governed by Indian law, is legal, valid and binding on the Mortgagor;

(h) Except to the extent disclosed to the Mortgagees, no litigation, arbitration, administrative or other proceedings are pending or threatened against the Mortgagor or its assets, which, if adversely determined, might have a Material Adverse Effect;

- (i) All information communicated to or supplied by or on behalf of the Mortgagor to the Mortgagees from time to time in a form and manner acceptable to the Mortgagees, are true and fair/ true, correct and complete in all respects as on the date on which it was communicated or supplied; (ii) Nothing has occurred since the date of communication or supply of any information to the Mortgagee which renders such information untrue or misleading in any respect.
- That during the subsistence of the mortgage, the Mortgagor shall not part with possession either in whole or part of the said Properties or transfer the said Properties by way of sale, mortgage or otherwise.
- 22. The Mortgage Properties shall be and remain security to the Mortgagees for the due repayment/ payment of the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation/ devaluation/ fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Transaction Documents intended to be hereby secured and the Mortgagees shall permit the Mortgagor, until the happening of one or more of the Events of Default upon the happening of which the security hereby constituted shall become enforceable as hereinafter provided, to hold and enjoy the Mortgaged Properties and to carry on therein and therewith the business authorized by the constitutional documents, if any, of the Mortgagor.
- 23. That in the event of default on the part of the said Borrower-1 & Borrower-2 / Mortgagor to repay the amount payable by the said Borrower-1 & Borrower-2 or Mortgagor to the mortgagees under the terms and conditions of the said sanction letters/ credit facilities or agreement/s, the Mortgagees shall have the right (with a notice) to sell and dispose of the said Properties with or without the intervention of the Court to liquidate the outstanding dues payable by the Mortgagor or said Borrower-1 & Borrower-2 to the Mortgagees under the said agreement and/ or other agreement. Provided that before making any such entry or taking possession as aforesaid or making any sale, calling in, collection or conversion under the aforesaid power of attorney in that behalf ("Power of Sale"), the Mortgagees shall give written notice of their intention to the Mortgagor BUT the Mortgagees shall not be bound to give any such notice in any case where it shall certify, either before or after entry, that in their opinion further delay would imperil the interests of the Mortgagees, or in any case where an order or resolution for the winding up/ insolvency/ bankruptcy of the Mortgagee shall have been made or passed. The Mortgagees shall not exercise the Power of Sale if in the case of such power arising by reason of any default in payment of any monies due in respect of the Facilities, the Mortgagor shall provide to the Mortgagees the payment of monies so in arrears within three months next after the notice has been given or if in the case of such power arising by reason of any provision as herein stated the Mortgagor shall, within 30 (thirty) days of the receipt of a notice, remove, discharge or pay out any distress, execution or process or fully perform the covenants, conditions or provisions breached, if capable of being performed, or make good the breach thereof, or pay adequate compensation for such breach to the satisfaction of the Mortgagees





and any compensation so paid to the Mortgagees shall be deemed to be part of the Mortgaged Properties.

- 24. On the happening of any Event of Default and upon the security hereby constituted becoming enforceable and after the Mortgagee shall have made entry or taken possession of the Mortgaged Properties and until the Mortgaged Properties shall be sold, called in, collected or converted under the Power of Sale as mentioned in Clause 6 hereinabove, the Mortgagees may, if it shall think fit so to do but not otherwise, either itself carry on and manage the business of the Mortgagor in and with the Mortgaged Properties or any of them or appoint a Receiver to carry on and manage the same and the Mortgagees or the Receiver may manage and conduct the same as they shall in their discretion think fit.
- 25. The Mortgagees or the Receiver so appointed may for the purpose of carrying on the said business do all or any of the following acts and things viz:
 - a) Employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such salaries, wages or remuneration as the Mortgagees or the Receiver shall think proper;
 - b) Renew or replace such plant/ equipment as shall be worn out or lost or otherwise becomes unserviceable and repair and keep in repair the buildings, machinery, plant and other property comprised in the Mortgaged Properties;
 - Acquire and provide all such machinery, materials and things as the Mortgagees or the Receiver may consider necessary;
 - d) Insure all or any of the Mortgaged Properties of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the Mortgagees or the Receiver shall think fit;
 - e) Settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the said business or the Mortgaged Properties or in any way relating to the security and execute, releases or other discharges in relation thereto;
 - f) Bring, take, defend, compromise, submit to arbitration and/ or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the business or any portion of the Mortgaged Properties;
 - g) Allow time for payment of any debt with or without security;
 - h) Subject to such consent as may be necessary demise or let out, sub-let or underlet the Mortgaged Properties or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as the Mortgagees or the Receiver shall think fit;
 - Exchange any part or parts of the Mortgaged Properties for any other security or property suitable for the purposes of the Mortgagor and upon such terms as may seem expedient and either with or without payment or receipt of monies for equality of exchange or otherwise;
 - j) Assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the Mortgaged Properties and, in particular, the terms of any concession or license for the time being held;







 Execute and do all such acts, deeds, matters and things as to the Mortgagees or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid;

m) Establish, maintain and operation all Mortgagees accounts of the Mortgagor;
 give discharge for all amounts paid to the Mortgagor by any persons; sign

receipts in respect of amounts received.

- 26. The Mortgagees or the Receiver so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things respecting the business and the Mortgaged Properties as the Mortgagees/ Receiver could do or cause to be done if the Mortgagees/ Receiver had the absolute possession of the Mortgaged Properties and had carried on the said business without being answerable for any loss or damage which may happen thereby.
- Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, and to such of the provisions of law as may, for the time being be applicable, the Mortgagees, at any time after the security hereby constituted becomes enforceable and whether or not the Mortgagees shall then have entered into or taken possession of the Mortgaged Properties and in addition to the powers hereinbefore conferred upon the Mortgagees after such entry into or taking possession may, in writing, appoint any official of the Mortgagees as Receiver(s) of the Mortgaged Properties or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead and unless the Mortgagees shall otherwise prescribe in writing such Receiver(s) shall have all the powers hereinbefore conferred upon the Mortgagee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Mortgagees after entering into or taking possession by the Mortgagees shall apply to a Receiver appointed before entering into or taking possession by the Mortgagees and in particular such Receiver shall be deemed to be the agent of the Mortgagor which shall be solely responsible for his acts and defaults and for his remuneration. In addition to the foregoing, the following provisions shall also apply to such Receiver:

a) Appointment before or after possession:

Such appointment may be made either before or after the Mortgagees shall have entered into or taken possession of the Mortgaged Properties or any part thereof;

b) Receiver to be invested with powers by the Mortgagees:

Such Receiver may be invested by the Mortgagees with such powers and discretions including powers of management as the Mortgagee may think expedient;

c) Receiver to exercise powers vested in the Mortgagees:

Unless otherwise directed by the Mortgagees, the Receiver shall have and may exercise all the powers and authorities vested in the Mortgagee;

d) Receiver to conform to regulations made by the Mortgagees:

The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations and directions made and given by the Mortgagees from time to time;

e) Receiver's remuneration:



The Mortgagees may, from time to time, fix remuneration of the Receiver and direct payment thereof out of the Mortgaged Properties, but the Mortgagor alone shall be liable for the payment of such remuneration;

f) Receiver to give security:

The Mortgagees may, from time to time and at any time, require the Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and the amount of the security to be given, but the Mortgagees shall not be bound in any case to require any such security;

g) Receiver to pay the monies:

Unless otherwise directed by the Mortgagees all monies from time to time received by such Receiver shall be paid over to the Mortgagees of and concerning the monies arising from any sale, calling in, collection or conversion;

h) Mortgagees may pay monies to Receiver:

The Mortgagees may pay over to the Receiver any monies constituting part of the Mortgaged Properties to the intent that the same may be applied for the purposes hereof by such Receiver and the Mortgagees may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

i) Receiver's power to borrow on the Mortgaged Properties:

Subject as provided herein the Receiver may for the purpose of carrying on the business of the Mortgagor as mentioned in (b) above, for defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in exercise of the powers, authorities and discretion vested in him and for all or any of the purposes raise and borrow monies on the security of the Mortgaged Properties or any part thereof at such rate or rates of interest and generally on such terms and conditions as he may think fit, and no person lending any such money shall be concerned to inquire as to the propriety or purpose of the exercise of the said power or to see to the application of any monies so raised or borrowed Provided that the Receiver shall not exercise the said power without first obtaining the written consent of the Mortgagees but the Mortgagees shall incur no responsibility or liability to any lender or otherwise by reason of their giving or refusing such consent whether absolutely or subject to any limitation or condition;

Receiver Agent of the Mortgagor:

Every such Receiver shall be the agent of the Mortgagor for all purposes and the Mortgagor alone shall be responsible for his acts and defaults, losses or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and the Mortgagees shall not incur any liability or responsibility therefor by reason of their making or consenting to his appointment as such Receiver:

k) Applicability of The Transfer of Property Act, 1882:

Subject as aforesaid the provisions of the Transfer of Property Act, 1882 and the powers thereby conferred on a Mortgagees or Receiver shall, so far as applicable, apply to such Receiver.

28. The Mortgagor shall also indemnify and keep the Mortgagees indemnified against all losses, damages, costs, claims and expenses whatsoever which the Mortgagees may suffer, pay or incur by reason of or in connection with any such



default on the part of the Mortgagor including legal proceedings taken against the Mortgagor for breach of the terms of these presents .

- 29. The Mortgagees shall have full liberty, without notice to the Mortgagor and without in any way affecting these presents, to exercise at any time and in any manner any power or powers reserved to the Mortgagees under the Transaction Documents, to enforce or forbear to enforce payment of the Facilities or any part thereof or interest or other moneys due to the Mortgagees from the Borrower-1 & Borrower-2 or any of the remedies or securities available to the Mortgagees, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower-1 & Borrower-2, to give/ grant temporary or extra overdrafts or other advances/ credit facilities to the Borrower-1 & Borrower-2 and to appropriate payments made to it by the Borrower-1 & Borrower-2 towards repayment/ payment of such overdrafts/ advances/ credit facilities from time to time and the Mortgagor shall not be entitled to question such appropriation or to require the Mortgagees to appropriate such payments towards previous disbursals under the Facilities so as to reduce the liability of the Mortgagor hereunder on account of any such payments AND the Mortgagor shall not be released by the exercise by the Mortgagees of their liberty in regard to the matters referred to above or by any act or omission on the part of the Mortgagees or by any other matter or thing whatsoever which under the law relating to sureties or otherwise would but for this provision have the effect of so releasing the Mortgagor AND the Mortgagor hereby waives in favour of the Mortgagees so far as may be necessary to give effect to any of the provisions of these presents, all the suretyship and other rights which the Mortgagor might otherwise be entitled to enforce. The Mortgagor also agree that they will not be entitled to the benefit of subrogation vis-a-vis securities or otherwise until all the monies due to the Mortgagees under the Facilities are fully repaid/paid.
- 30. These presents shall be enforceable against the Mortgagor notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed in favour of the Mortgagees shall, at the time when the proceedings are taken against the Mortgagor on these presents, be outstanding or unrealised or lost.
- 31. The Mortgagor hereby agrees and gives consent to the sale, mortgage on prior, pari-passu or subsequent charge basis, release etc., of any of the assets by the Borrower-1 & Borrower-2 from time to time as may be approved by the Mortgagees or the transfer of any of the assets of the Borrower-1 & Borrower-2 from one unit to the other or to the release or lease out by the Mortgagees any or whole of the assets charged to the Mortgagees on such terms and conditions as the Mortgagees may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of such assets of the Borrower-1 & Borrower-2. The Mortgagor hereby declares and agrees that no separate consent for each such transfer, mortgage, release or lease any of such assets would be necessary in future.





- 32. The rights of the Mortgagees against the Mortgagor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Mortgagees and the other guarantor(s), if any, or notwithstanding the release of that other or others from liability and notwithstanding that at any time hereafter the other guarantor(s) may cease for any reason whatsoever to be liable to the Mortgagees, the Mortgagees shall be at liberty to require the performance by the Mortgagor of their obligations hereunder to the same extent in all respects as if the Mortgagor had at all times been solely liable to perform the said obligations.
- 33. The Mortgagor hereby agrees that, without the concurrence of the Mortgagor, the Borrower-1 & Borrower-2 and the Mortgagees shall be at liberty to vary, alter or modify the terms and conditions of the Transaction Documents and / or the other transaction documents and in particular to defer, postpone or revise the repayment of the facilities and/or payment of interest and other monies payable by the Borrower-1 & Borrower-2 to the Mortgagees on such terms and conditions as may be considered necessary by the Mortgagees including any increase in the rate of interest. The Mortgagees shall also be at liberty to absolutely dispense with or release all or any of the security/ securities furnished or required to be furnished by the Borrower-1 & Borrower-2 to the Mortgagees to secure the facilities. The Mortgagor agrees that the liability under these presents shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Mortgagor is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.
- 34. The Mortgagor shall not in the event of the liquidation/ insolvency of the Borrower-1 & Borrower-2 prove in competition with the Mortgagees in the liquidation/ insolvency proceedings.
- 35. The Mortgagor also agrees that nothing contained in this Indenture, shall limit any right of the Mortgagees either jointly or individually to take proceedings in any other court or tribunal of competent jurisdiction or the rights and powers vested in the Mortgagees under the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or any statutory modification or reenactment thereof (the "Act"), nor shall the taking of proceeding in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Mortgagor exclusively submits to and accepts for itself and in respect of the said Properties, generally and unconditionally, the jurisdiction of such court and tribunal, and the Mortgagor and the Borrower-1 & Borrower-2 consciously and knowingly waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient and/or inappropriate forum.

Notwithstanding anything to the contrary contained herein or in any other documents executed between the parties or arising from or by virtue or reason of or implied by the same, all moneys resulting from the enforcement of the Mortgaged Properties by or on behalf of the Mortgagees either jointly or individually and the



amounts realised from any policy or policies of insurance in respect of the said Properties and any other realization from or out of the said Properties or any part thereof by enforcement of the said Properties or by recourse to any special legislation for recovery of dues as may be applicable or otherwise howsoever shall be available for distribution amongst the Mortgagees inter se, in the same proportion to their respective outstandings in the said facilities, without any preference or priority of one over the other or others for all purposes and to all intents.

- 36. That the Mortgagor hereby agrees and confirms that, if necessary, it shall at the request and instance of the Mortgagees shall execute all other deeds and documents at the cost of the Mortgagor to secure the repayment of loan obtained from the Mortgagees by these presents or from time to time hereafter for facilitating realization of the Mortgaged Properties and for exercising all the powers, authorities and discretions hereby conferred on the Mortgagees or any Receiver and in particular the Mortgagor shall execute all transfers, conveyances, assignments and assurances of the Mortgaged Properties whether to the Mortgagees or to their nominees and shall give all notices, orders and directions which the Mortgagees may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall, for such purposes or any of them make or consent to such application to any Government or local authority as the Mortgagees may require for the consent, sanction or authorization of such authority to or for the sale and transfer of the Mortgaged Properties or any part thereof and it shall be lawful for the Mortgagees to make or consent to make any such application in the name of the Mortgagor and for the purposes aforesaid a certificate in writing signed by the Mortgagees to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.
- 37. The Mortgagor assures that it is fully aware about the pari passu inter se arrangement as between the Mortgagees i.e. Standard Chartered Bank and the ICICI Bank Ltd and the terms and conditions of such agreements and the Mortgagor shall not raise any objection regarding the same or any matter arising out of the same.
- 38. The Mortgagor further assures that it is fully aware that the Mortgaged Properties mentioned in the Second Schedule are cross collateralized for the facilities sanctioned to M/s. Magnum Industries (Registration no. 18AOBPS9668B1ZK), a sole proprietary concern and having its place of business at Magnum Park View, 36A, Pratapaditya Road, Kolkata 700026 (hereinafter referred to as the "Borrower-2", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the proprietor(ess) (both in his/her personal capacity and as proprietor(ess) of the concern) and his/her heirs, legal representatives, executors, administrators, successors of the concern and /or permitted assigns) with the Borrower-1 and had obtained various working capital facilities/ term loan limits facility INR. 80,155,000/- (Indian Rupees Eight Crore One Lakh and Fifty-five Thousand Only) from the SCB in terms sanction/ Facility Letter (Uncommitted) ref. no. UNC/MI/10918606 dated



16th May 2023 and Facility Letter (Committed) ref. no. COM/MI/10871916 dated 18th October 2022 and Supplemental ECL Facility Letter ref. no. ECL/MI/10871916 dated 18th October 2022 as amended, varied, modified or supplemented from time to time and the Mortgagor shall be liable for the defaults of the Borrower-1 and Borrower-2 either jointly and individually.

39. Notwithstanding the fact that the credit facilities granted to the said Borrower-1 & Borrower-2 and mortgages created earlier by the Mortgagor in favour of the Standard Chartered Bank as the sole mortgagee without pari passu arrangement, the Mortgagees herein agree and confirm the pari passu inter se arrangement between the Standard Chartered Bank and the ICICI Bank Ltd. of their respective loan amount as of date.

THE FIRST SCHEDULE REFERRED TO AS ABOVE (Description of the Said Premises')

ALL THAT piece and parcel of land measuring about 9 Cottahs 1 Chittack and 6 sq.ft situated in Magnum Park View comprised in present municipal premises no. 36A, Pratapaditya Road, Kolkata-700 026, under municipal ward no. 88 within the limits of the Kolkata Municipal Corporation under Police Station Tollygunge in the district of South 24-Parganas and butted and bounded as follows:

On the North : By premises nos. 34E & 34F, Pratapaditya Road

On the East : By Pratapaditya Road

On the South : By Premises no.383, Pratapaditya Road On the West : By premises no.7, Sree Mohan Lane

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.

THE SECOND SCHEDULE REFERRED TO AS ABOVE (The Said Properties/Mortgaged properties)

ALL THAT (i) Commercial Space measuring about 1412 sq. ft. super built up area on the ground floor (butted and bounded by on the north by common passage, on the east by entry point on Pratapaditya Road, on the south by Parkings & club, on the west by lift & staircase), (ii) Commercial Space Unit 1C measuring about 1871 sq.ft. super built up area on the front side of the first floor butted and bounded by on the north by open to sky, on the east by open to sky, on the south by open to sky & club, on the west by Unit 1B), (iii) Commercial Space Unit 1A measuring about 615 sq. ft. super built up area on the back side of the first floor butted and bounded by on the north by Unit 1B, on the east by lift & staircase, on the south by open to sky, on the west by open by sky) and (iv) 3 nos of car parking spaces admeasuring about 400 sq.ft. on the basement having no. 6, 7 & 8 of the said building built and constructed on the land of the said premises no. 36A, Pratapaditya Road, Kolkata-700026, under





municipal ward no. 88 within the limits of the Kolkata Municipal Corporation under Police Station Tollygunge, which are more fully described in the First Schedule above written together with proportionate, undivided and impartible share in the land of the said premises together with common rights in the common areas and facilities of the said building/said premises and the said Commercial space on the ground floor is also delineated in the **map or plan no. 1** and bordered in colour **'red'** thereon and the commercial spaces on the first floor is also delineated in the **map or plan no. 2** and bordered in colour **'red'** thereon and the car parking spaces are also delineated in the **map or plan no. 3** annexed with this deed and bordered in colour **'red'** thereon.

THIRD SCHEDULE

1. DATE AND PLACE OF EXECUTION OF THIS INDENTURE

At: Kolkata

Date: The day of 19th, July 2023 (Two Thousand and Twenty three)

2. DETAILS OF THE MORTGAGOR:-

Enclave Tradecom Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 36 A Pratap Aditya Road, Post Office Tollygunge, Police Station-Tollygunge, Kolkata-700026

3. DETAILS OF THE BORROWER

Magpet Polymers Private Limited., a company incorporated under the Companies Act, 1956, having its registered office at 36A, Pratapaditya Road Police Station Tollygunge, Kolkata-700026 (hereinafter referred to as the "Borrower-1, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) and

M/s. Magnum Industries (Registration no. 18AOBPS9668B1ZK), a sole proprietary concern and having its place of business at Magnum Park View, 36A, Pratapaditya Road, Kolkata — 700026 (hereinafter referred to as the "Borrower-2, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the proprietor(ess) (both in his/her personal capacity and as proprietor(ess) of the concern) and his/her heirs, legal representatives, executors, administrators, successors of the concern and /or permitted assigns)

4. DATE OF THE Credit Arrangement Letter/Sanction Letter

 SCB's Credit Facility Letter (Uncommitted) Ref. UNC/MPP/10916185 dated 10.05.2023,

Facility letter (Committed) bearing ref. no COM/MPP/10916185 dated 10.05.2023 and

Term loan under ECLGS supplemental facility letter bearing ref no. ECL/MPP/10916185 dated 10.05.2023.





Facility Letter (Uncommitted) ref. no. UNC/MI/10918606 dated 16th May 2023 and

Facility Letter (Committed) ref. no. COM/MI/10871916 dated 18th October 2022 and

Supplemental ECL Facility Letter ref. no. ECL/MI/10871916 dated 18th October 2022

- (ii) ICICI's Credit Facility Letter Ref.: CAL31713124179 & CAL31165580614 dated 07.03.2019, ECLGS: 567446167 dated 19-08-2020 & CAL263473264259 dated 17.08.2022
- (iii) Yes Bank's Credit Facility Letter Ref.:YBL/KOL/FL/315/2022-23 dated Sept 26, 2022

5. AMOUNTS OF THE FACILITIES

Magpet Polymers Private Limited

In the aggregate not exceeding INR 527,850,000/- (Indian Rupees Fifty Two Crore seventy eight Lacs fifty thousand) only and INR 439,753,973/-(Rupees Forty Three Crore ninety seven lakhs fifty three Thousand nine hundred and seventy three only) and INR 49,50,00,000/-(Rupees Forty Nine Crore Fifty Lacs only) being credit facilities issued by Standard Chartered Bank, ICICI Bank and Yes Bank respectively aggregating to INR 1,462,603,973/- only.

Magnum Industries

In the aggregate not exceeding INR 80,155,000/- (Indian Rupees Eight Crore One Lac fifty-five thousand Only) and INR 80,730,000/- (Indian Rupees Eight Crore Seven lakh Thirty Thousand Only) and INR 20,000,000/- (Indian Rupees Two Crore Only) being credit facilities issued by Standard Chartered Bank, ICICI Bank and Yes Bank respectively aggregating to INR 180,885,000/- only. (Referred to as the "Facilities")

For the sake of clarification

Overall Facility(s) of Magpet Polymers Pvt. Ltd.	Standard Chartered Bank (INR)	ICICI Bank Limited (INR)	Yes Bank Limited (INR)
Working Capital	150,000,000	60,000,000	30,000,000
Term Loan 1	20,000,000 (Residual Amount 6,900,000)	168,750,000 (Residual Amount 119,200,000)	465,000,000
Term Loan 2	50,000,000 (Residual Amount 7,300,000)	197,000,000	Nil
Term Loan 3	16,000,000 (Residual Amount 8,000,000)	Nil	Nil
	29,000,000	Nil	Nil





Term Loan 4	(Residual Amount 14,900,000)		
Term Loan 5	200,000,000	Nil	Nil
Working Capital Term Loan (ECLGS 1.0)	41,900,000 (Residual Amount 32,600,000)	14,003,973 (Residual Amount 10,100,000)	Nil
Working Capital Term Loan (ECLGS 1.0 Ext)	20,950,000	NII	Nil

Overall Facility(s) of Magnum Industries	Standard Chartered Bank (INR)	ICICI Bank Limited (INR)	Yes Bank Limited (INR)
Working Capital	30,000,000	10,000,000	20,000,000 Nil Nil
Term Loan	45,525,000	70,730,000 (Residual Amount 62,480,000)	
Working Capital Term Loan (ECLGS)	4,630,000 (Residual Amount 3,300,000)	Nil	

6. THE BANK'S BRANCH / OFFICE ADDRESS

Standard Chartered Bank - 19, Netaji Subhas Road, Post Office GPO, Police Station Hare Street, Kolkata - 700001

ICICI Bank Limited - 3A, Gurusaday Road, Uniworth House, Post Office Circus Avenue, Police Station Karaya, Kolkata: 700019

Yes Bank Limited - Stephen House, 56A Hemanta Basu Sarani, Ground and Mezzanine Floor, Kolkata, West Bengal - 700 001

FOURTH SCHEDULE (Existing Encumbrances on the Mortgaged Properties)

SI No.	Name of the Banks	Facility(s) Magpet Polymers Pvt. Ltd.	Facility(s) Magpet Magnum Industries	Ranking of Charge
1	Standard Chartered Bank	INR 527,850,000/-	INR 80,155,000/-	First parl passu charge
2	ICICI Bank Limited	INR 439,753,973/-	INR 80,730,000/-	First pari passu charge
3	Yes Bank Limited		20,000,000/-	First pari passu charge



19 JUL 2023

IN WITNESS WHEREOF the said parties hereunto have set and subscribed their respective hands at Kolkata the day and year first herein above written

SIGNED, SEALED AND DELIVERED by the within named MORTGAGOR through its Director, Mr.Ankit Pansari in presence of:

1. Otomorand. 1221, P.B. Road, Marin 700041 2. Anny Ver M The Barni, Rosinary 102-700052

SIGNED AND DELIVERED by the within named MORTGAGEE, STANDARD CHARTERED BANK through its authorized signatory Mr. Sanjoy Chakraborty in presence of:

SIGNED AND DELIVERED by the within named MORTGAGEE, ICICI BANK LTD. through its authorized signatory Mr. Rahul Shah in presence of:

SIGNED AND DELIVERED by the within named MORTGAGEE, YES Bank Ltd. through its authorized signatory Mr. Jai Agarwalla in presence of:

ENCLAVE TRADECOM PVT. LTD.

Anit Person

Director

MORTGAGOR

For Standard Chartered Bank

Authorised Signatory

STANDARD CHARTERED BANK MORTGAGEE

ICICI BANK LTD. MORTGAGEE

For YES BANK LTD.

Jai Agarwalla

AUTHORISED SIGNATORY

YES BANK LTD. MORTGAGEE

Prepared in my offi

ger Court, Howseah

Identifier:

Openopa Manoj Prasad

son of Suresh Prasad Flat no. D3, 4th floor,

1221, Pashupati Bhattacharjee Road P.O. Paschim Putiary, P.S. Behala,

Kolkata 700041



ADDITIONAL REGISTRAR OF ASSURANCES - W, KOLKATA

19 JUL 2023

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NCLAVE TRADECOM PVT. LTD.

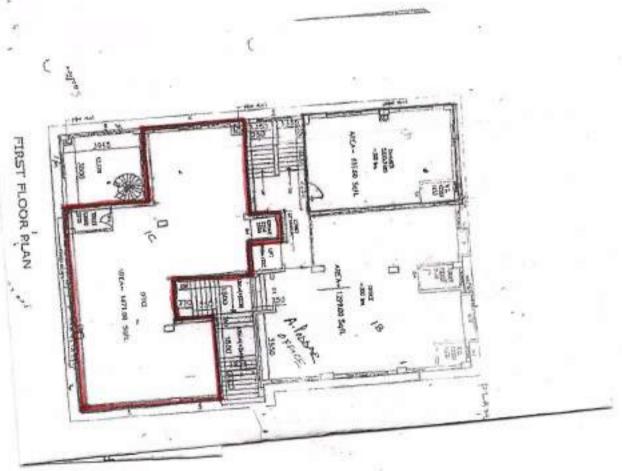
Director

For Standard Chartered Bank



For YES BANK LTD.

AUTHORISED SIGNATORY



41



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

19 JUL 2023

ENCLAVE TRADECOM PVT. LTD.

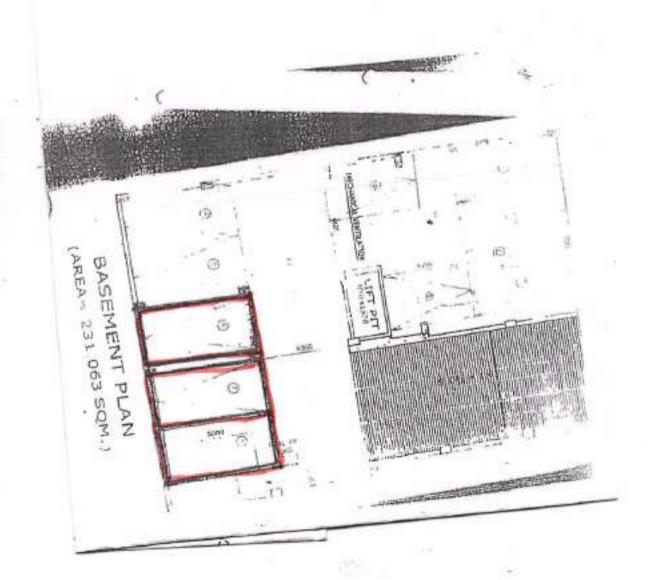
Director

For Standard Chartered Bank

Authorised Signatory

FOI YES BANK LTD.

JOY AND AND SIGNATORY
AUTHORISED SIGNATORY





ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA 19 JUL 2023



For Standard Chartered Bank

, funding Chartered Bank

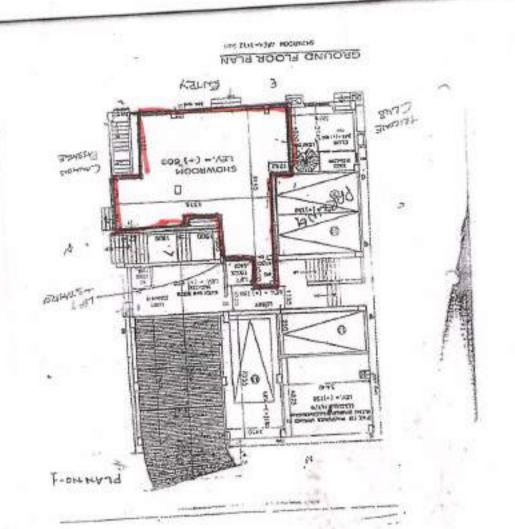
Authorised Signatory

Director

And Some

ENCLAVE TRADECOM PVT, LTD.

Jai Raguinalla
Authorised Signatory







ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

19 JUL 2023

			SI ESIMENT COM			
SI., No.	Signature of the executants and/or purchaser Presentants					
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ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA 19 JUL 2023

Major Information of the Deed

Deed No:	I-1904-10184/2023	Date of Registration	19/07/2023	
Query No / Year 1904-2001822557/2023		Office where deed is registered		
uery Date 18/07/2023 12:43:55 PM		A.R.A IV KOLKATA, District: Kolkata		
Applicant Name, Address & Other Details	SUPRIYO BASU AND ASSOCIATE 6, Old Post Office Street, Thana: H 700001, Mobile No.: 9903635387,	Hare Street, District : Kolkata, WEST BENGAL, PIN -		
Transaction	-titititititititititi	Additional Transaction		
[0310] Mortgage, Mortgage	without Possession by others	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value		Market Value		
Rs. 164,34,88,973/-		Rs. 164,34,88,973/- Registration Fee Paid		
Stampduty Paid(SD)				
Rs. 1,00,030/- (Article:40(b))		Rs. 55,098/- (Article:A(1), E)		
Remarks	Received Rs. 50/- (FIFTY only) f area)	rom the applicant for issuing	the assement slip.(Urba	

Apartment Details:

District: South 24-Parganas, P.S:-Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Premises No. 36A, Ward No. 088, Road: Protapaditya Road, Pin Code ; 700026

Sch No.	Mouza/Road Zone	Plot	Khatian	Floor Area (in Sq.Ft.)	Set Forth Value (in Rs.)	Market value (in Rs.)	Other Details
A1		,		Super Built- up Area: 1412	50,00,00, 000/-		, Apartment Type: Flat/Apartment Commercial Use , Floor Type: Tiles, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion: Completed
A2				Super Built- up Area: 1871	80,00,00, 000/-	80,00,00,0 00/-	Flat No: 1C, Floor No: 1, Apartment Type: Flat/Apartment Commercial Use, Floor Type: Tiles, Age of Flat: 0 Year, Property is on Road, Other Amenities: Lift Facility, New Flat, Status of Completion: Completed
A3				Super Built- up Area: 615	34,00,00, 000/-	34,00,00,0 00/-	Flat No: 1A, Floor No: 1, Apartment Type: Flat/Apartment Commercial Use, Floor Type: Tiles, Age of Flat: 0 Year, Property is on Road, Other Amenities: Lift Facility, New Flat, Status of Completion: Completed
A4				Area of Covered Garage: 135	12,00,000	12,00,000/	Flat No: 6, , Apartment Type: Covered Garage Commercial Use , Floor Type: Cemented, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A5				Area of Covered Garage: 135	12,00,000 <i>J</i> -	12,00,000/	Flat No: 7, , Apartment Type: Covered Garage Commercial Use , Floor Type: Cemented, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A6				Area of Covered Garage: 130	1-	10,88,973/	Flat No: 8, , Apartment Type: Covered Garage Commercial Use , Floor Type: Cemented, Age of Flat; 0 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion; Completed

Mortgagor Details :

MOL	gagor Details:
SI No	Name, Address, Photo, Finger print and Signature
1	Enclave Tradecom Private Limited 36A, Pratap Aditya Road, City:- Not Specified, P.O:- Tollygunge, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, PAN No.:: aaxxxxxx4b, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative, Executed by: Representative

Mortgagee Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Standard Chartered Bank 19. Netaji Subhas Road, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, PAN No.:: aaxxxxxx1d, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative
2	ICICI BANK LIMITED 3A, Gurusaday Road, Uniworth House, City:- Not Specified, P.O:- Circus Avenue, P.S:-Karaya, District:-South 24- Parganas, West Bengal, India, PIN:- 700019, PAN No.:: aaxxxxxx5h,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
3	YES BANK LIMITED Stephen House, 56A, Hemanta Basu Sarani, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, PAN No.:: aaxxxxxxx8d, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

lo lo	Name,Address,Photo,Finger	orint and Signatu	re	
.1	Name	Photo	Finger Print	Signature
	Shri Ankit Pansari Son of Shri Santosh Kumar Agarwal Date of Execution - 19/07/2023, Admitted by: Sell, Date of Admission: 19/07/2023, Place of Admission of Execution: Office			a P
	Authorities of Execution. Office	Jul 19 2023 2:51PM	LTI 19/07/2023	19307/2023
	Citizen of: India, , PAN No.:; a	lxxxxxx8n, Aadh	Sex: Male, By Caste: aar No: 73xxxxxxxx3	S:-Tollygunge, District:-South 24- Hindu, Occupation: Business, 3042 Status: Representative,
2	Citizen of: India, , PAN No.:: a Representative of : Enclave T	lxxxxxx8n, Aadh	Sex: Male, By Caste: aar No: 73xxxxxxxx3	Hindu, Occupation: Business, 3042 Status: Representative,
2	Citizen of: India, , PAN No.:: a Representative of : Enclave T Name Mr Sanjoy Chakraborty (Presentant) Son of Late Sanat Chakraborty Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of	lxxxxxx8n, Aadh radecom Private	Sex: Male, By Caste: laar No: 73xxxxxxxx3 Limited (as Director)	Hindu, Occupation: Business, 3042 Status : Representative,)
2	Citizen of: India, , PAN No.:: a Representative of : Enclave T Name Mr Sanjoy Chakraborty (Presentant) Son of Late Sanat Chakraborty Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission:	lxxxxxx8n, Aadh radecom Private	Sex: Male, By Caste: laar No: 73xxxxxxxx3 Limited (as Director)	Hindu, Occupation: Business, 3042 Status : Representative,) Signature

3	Name	Photo	Finger Print	Signature
	Mr Rahul Shah Son of R.Shah Date of Execution - 19/07/2023, , Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office			The sec
		Jul 19 2023 2:51PM	LTI 19/07/2823	19/07/2023

3A, Gurusaday Road, Uniworth House, City:- Not Specified, P.O:- Circus Avenue, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: baxxxxxx0j, Aadhaar No: 57xxxxxxxx2569 Status: Representative, Representative of: ICICI BANK LIMITED (as Authorized Signatory)

4	Name	Photo	Finger Print	Signature
	Mr Jai Agarwalla Son of Mr Rama Prasad Agarwalla Date of Execution - 19/07/2023, Admitted by: Self, Date of Admission: 19/07/2023, Place of Admission of Execution: Office			si aquialla
		Jul 15 2023 2:52PM	LTI 19/07/2023	19/97/2023

Stephen House, 56A, Hemanta Basu Sarani, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: agxxxxxx7e, Aadhaar No: 95xxxxxxxx4805 Status: Representative, Representative of: YES BANK LIMITED (as Authorized Signatory)

Identifier Details:

Name	Photo	Finger Print	Signature
Manoj Prasad Son of Suresh Prasad 4th Floor, 1221, Pashupati Bhattacharjee Road, Flat No. D3, City:- Not Specified, P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041			- Semese
	19/07/2023	19/07/2023	19/07/2023

Endorsement For Deed Number : 1 - 190410184 / 2023

On 19-07-2023

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1982 duly stamped under schedule 1A, Article number : 40 (b) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 14:05 hrs on 19-07-2023, at the Office of the A.R.A. - IV KOLKATA by Mr. Sanjoy Chakraborty ...

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 19-07-2023 by Shri Ankit Pansari. Director, Enclave Tradecom Private Limited (Private Limited Company), 36A, Pratap Aditya Road, City:- Not Specified, P.O:- Tollygunge, P.S:-Tollygunge, District:-South 24 -Parganas, West Bengal, India, PIN:- 700026

Indetified by Manoj Prasad, . . Son of Suresh Prasad, 4th Floor, 1221, Pashupati Bhattacharjee Road, Flat No: D3, P.O: Paschim Putiary, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by profession Others

Execution is admitted on 19-07-2023 by Mr Sanjoy Chakraborty, Authorized Signatory, Standard Chartered Bank (Public Limited Company), 19, Netaji Subhas Road, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Manoj Prasad, , , Son of Suresh Prasad, 4th Floor, 1221, Pashupati Bhattacharjee Road, Flat No: D3, P.O: Paschim Putiary, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by profession Others

Execution is admitted on 19-07-2023 by Mr Rahul Shah, Authorized Signatory, ICICI BANK LIMITED (Public Limited Company), 3A, Gurusaday Road, Uniworth House, City:- Not Specified, P.O:- Circus Avenue, P.S:-Karaya, District:- South 24-Parganas, West Bengal, India, PIN:- 700019

- Indetified by Manoj Prasad, . . Son of Suresh Prasad, 4th Floor, 1221, Pashupati Bhattacharjee Road, Flat No: D3, P.O: Paschim Putiary, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN 700041, by caste Hindu, by profession Others
- Execution is admitted on 19-07-2023 by Mr Jai Agarwalla. Authorized Signatory, YES BANK LIMITED (Public Limited Company), Stephen House, 56A, Hemanta Basu Sarani, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Manoj Prasad, . . Son of Suresh Prasad, 4th Floor, 1221, Pashupati Bhattacharjee Road, Flat No: D3, P.O: Paschim Putiary, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 55,098.00/- (A(1) = Rs 55,000.00/- ,E = Rs 14.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 55.014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2023 12:00PM with Govt. Ref. No: 192023240133799528 on 19-07-2023, Amount Rs: 55,014/-, Bank: SBI EPay (SBIePay), Ref. No. 1959989771423 on 19-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 1,00,020/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 1,00,020/-

Description of Stamp

10

 Stamp: Type: Impressed, Serial no 107054, Amount: Rs.10.00/-, Date of Purchase: 07/07/2023, Vendor name: I CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2023 12:00PM with Govt. Ref. No: 192023240133799528 on 19-07-2023, Amount Rs: 1,00,020/-, Bank: SBI EPay (SBIePay), Ref. No. 1959989771423 on 19-07-2023, Head of Account 0030-02-103-003-02

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Mohul Mukhopadhyay ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal



Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan





Laborate State of the State of	
	z:
GRN Details	ж.

GRN:

192023240133799528

GRN Date:

19/07/2023 11:58:54

BRN:

1959989771423

Gateway Ref ID:

CHN1730684

GRIPS Payment ID:

190720232013379951 Successful

Payment Status:

Payment Mode:

Payment Init. Date:

Payment Ref. No:

Bank/Gateway:

BRN Date:

Method:

SBI Epay

SBIePay Payment

Gateway

19/07/2023 12:00:04

State Bank of India NB

19/07/2023 11:58:54

2001822557/15/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mr Supriyo Basu And Associates

Address:

6, Old Post Office Street, Kolkata-1

Mobile:

9831016425

Period From (dd/mm/yyyy): 19/07/2023

Period To (dd/mm/yyyy):

19/07/2023

Payment Ref ID:

2001822557/15/2023

Dept Ref ID/DRN:

2001822557/15/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001822557/15/2023	Property Registration- Stamp duty	0030-02-103-003-02	100020
2	2001822557/15/2023	Property Registration- Registration Fees.	0030-03-104-001-16	55014
			Total	155034

IN WORDS:

HOUSAND THIRTY FOUR ONLY. ONE LAKH FIFTY FIVE



Government of West Bengal

Office of the A.R.A. - IV KOLKATA, District: Kolkata

W.B. FORM NO. 1504

Query No / Year	19042001822557/2023	Serial No/Year	1904010344/2023
Transaction id	0001939886	Date of Receipt	19/07/2023 3:44PM
Deed No / Year	I - 190410184 / 2023		
Presentant Name	Mr Sanjoy Chakraborty		
Mortgagor	Enclave Tradecom Priva	te Limited	
Mortgagee	Standard Chartered Bank , ICICI BANK LIMITED , YES BANK LIMITED		
Transaction	[0310] Mortgage, Mortga	ge without Possession by o	thers
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Total Setforth Value	Rs. 164,34,88,973/-	Loan Amount	Rs. 164,34,88,973/-
Stamp Duty Paid	Rs. 10/-	Stamp Duty Articles	40(b)
Registration Fees Paid	Rs. 84/-	Fees Articles	A(1), E, I, M(a), M(b)
Standard User Charge	417/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp	- Ingress				
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	I CHAKRABORTY	107054	07/07/2023	10/-

Registration Fees Paid (Break up as below)

By Cash	Amount in Rs.
Amount Paid	84/-

Other Fees Paid (Break up as below)

By Cash	Amount in Rs.
Standard User Charge	417/-
Requisition Form Fee	50/-

*Total Amount Received by Cash Rs. 551/-

Letter (Mohul Mukhopadhyay)

Query No:-19042001822557/2023, 19/07/2023 03:44:20 PM KOLKATA (A.R.A. - IV)

ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 496352 to 496389 being No 190410184 for the year 2023.



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Digitally signed by MOHUL MUKHOPADHYAY Date: 2023.07.28 16:05:44 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/07/28 04:05:44 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)