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CHAMBER / RESIDENCE

Z/17, Panchasayar

Goria, Kolkata - 700 094

Mobile : 9831123804

9433135243

Ref. No. :

Date :

Ref. SCB/SME/143/05/24

Received on : 29.05.2024

Opinion on : 29.05.2024

To,

M/s. Standard Chartered Bank (SME)

Mortgage Department

19, N.S. Road, Kolkata-700001

Sub: Vetting Registered Mortgaged Deed No. 5987/2024, Dt. 29.05.2024

Dear Sir,

1. Name of the Mortgagor/Releasor:

M/S Enclave Tradecom Pvt Ltd.

2. Address of the Property: (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. more or less in 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. 088 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 (Purchase Deeds).

3. Name of the Mortgagees/ Releasee:

Standard Chartered Bank,

ICICI Bank Ltd and Yes Bank Ltd

4. Name of the Owners of the property:

M/S Enclave Tradecom Pvt Ltd

5. Nature / Status of the Property:

Mortgaged without possession

6. List of Documents examined/Registered:

Deed of Mortgage, No. 05987/2024, Dt. 29.05.2024

7. Term of Sale/License to use:

Not Sale or Agreement

8. Security Deposit

Nil

9. Status of Document: The Deed of Registered Mortgage, Deed No. 05987/2024, Dt. 29.05.2024, between SCB, ICICI Bank Ltd, Yes Bank Ltd as Mortgagees and M/S Enclave Tradecom Pvt Ltd as Mortgagor.

10. Observation: Deed of Registered Mortgage, Deed No. 05987/2024, Dt. 29.05.2024, no security deposit is required.

Opinion:


The aforesaid Deed of Registered Mortgage, Deed No. 05987/2024, Dt. 29.05.2024 has been Registered on 29.05.2024 in the office of the DSR-IV, Alipore, South 24 Pgs & recorded therein vide Book No. I, Deed No. 5987 for the year 2024 and perused by me prima facie appears to be in order. The said Deed of Registered Mortgage, Deed No. 05987/2024, Dt. 29.05.2024 prima facie has no adverse clause that may be detrimental to the interest of the bank and it has been executed as per the format of the authorities and duly finalized and approved by the said authority.

S. S. HAZRA (Adv.)

Z/17, Panchasayar

Kolkata-700 094

Mob. - 9831123804


S. S. HAZRA (Adv.)
City Civil Court
2 & 3, K.S. Roy Rd. Kol-1

06/21/24

I-05987/2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

84AB 772619

29/05/2024
Q-2001179634/2024

Certifies that the document is a valid and legal instrument. The signature sheets and the counterfoils of the stamps attached with the document are the part of this instrument.

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DEED OF MORTGAGE

(WITHOUT POSSESSION)

THIS DEED OF MORTGAGE BY WAY OF FURTHER CHARGE made this 29th day of May, Two Thousand Twenty-Four (2024)

BETWEEN

- (1) 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, Aadhaar No. 738006223042), son of Sri Santosh Kumar Agarwal (Mobile: 9830872006).

8382

DATE

- 02 JUN 2023

NAME/ADD

STAMP VENDOR ASHIM DAS

ADSRO, HASNABAD

BASIRHAT TREASURY 24 PGS(N,

VALUE

DATE

CHAILAN AMOUNT

SIGNATURE



Rajib Kumar Mondal
Advocate
Sealdah Court



Drafted in my office & identified by me.

(Signature of S S HAZRA)

S S HAZRA (Adv)
City Civil Court
283, K.S. Roy Rd. Kol-1

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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, Aadhaar 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. Saurav Agarwal (PAN: AHHPA6346D Aadhaar No. 534876405414)**, s/o Ghanshyam Agarwal, Residing at 8D, **SHAILJA TOWERS-2**, 8th floor, 5/7, Buroshibtala Main Road, Bangur Complex, Sahapur, Kolkata-700038 (Mob: 9836049323).

AND

YES BANK LIMITED (PAN: AAACY2068D) a company incorporated under the Provisions of the Companies Act, 1956 and a banking company within the meaning Of section 5 © 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



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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 authorised signatory, Mr. Jai Agarwalla (PAN: **AGAPA2797E Aadhaar No. 958918434805**), s/o Rama Prasad Agarwalla, Residing at UJAAS, Block-12, Flat No. 0402, 69, S.K. Deb Road, South Dumdum (m), North 24 Parganas, Kolkata-700048

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. Enclave Tradecom Private Limited (**the Mortgagor herein First Part**) 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 7252 to 7271, Being no. 00342 for the year 2009.
2. The Mortgagors 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.
3. After completion of construction of the said building, the Mortgagor herein 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 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



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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 (being herein the SECOND PART Mortgagor)**, 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 & now Mortgagor No. 2') 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 day of March, 2017 registered in the office of Additional Registrar of Assurances-I, Kolkata in Book No.I, Volume no.1901-2017, Pages 50813 to 50837, 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 (**Second Part**) to the said loan facility furnished corporate guarantee guaranteeing to the Mortgagee (being the Mortgagee of the Fourth Part herein) the repayment of all the dues.
5. Subsequently, the Said Borrower-1 & now Mortgagor No. 2 herein obtained further credit facility /enhancement of the existing facility for an additional amount of INR.14,40,00,000/- (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.
6. Subsequently, the said Borrower-1 & now Mortgagor No. 2 had obtained further credit facility for an additional amount of INR 4,50,00,000/- (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 Crore) 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



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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 & now Mortgagor No. 2 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 said Mortgagor (Second Part) 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 313290 as Being no. 190406390 for the year 2021.
8. The said Borrower-1 & now Mortgagor No. 2 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
9. The said Borrower-1 & now Mortgagor No. 2 herein 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 therein shall create further charge on the said Properties of the Mortgagor therein 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 **SCB, ICICI Bank and Yes Bank** and the Mortgagor therein being the Mortgagor of the 1st Part herein 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.
11. The aforesaid **SCB, ICICI Bank Ltd And Yes Bank** further allowed additional amount **as per the table inserted hereunder** by a Deed of Mortgage (without Possession), Dt. 19.07.2023 and the said Deed of Mortgage has been duly registered in the office of the ARA-IV, Kolkata and recorded therein vide Book No. I, Vol. No. 1904-2023, Pages 496352 to 496389, Being No. 10184 for the year 2023:-



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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
Term Loan 4	29,000,000 (Residual Amount 14,900,000)	Nil	Nil
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	Nil	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
Term Loan	45,525,000	70,730,000 (Residual Amount 62,480,000)	Nil
Working Capital Term (ECLGS) Loan	4,630,000 (Residual Amount 3,300,000)	Nil	Nil

12. Now the said SCB, ICICI Bank and Yes Bank have in principle agreed to provide additional loans/facilities on the conditions, Inter alia, that the **Mortgagors herein** shall create further charge on the said Properties of the **Mortgagors herein** for the extension of such credit facilities by way of **pari-passu** charge without any inter se preference or priority in respect of the facilities aggregating to INR 1,843,488,973 (Rupees One Hundred Eighty Four Crore, Thirty-four Lac, Eighty eight Thousand nine hundred seventy three only) provided by **SCB, ICICI Bank and Yes Bank** and the Mortgagors herein Guarantors further executed corporate guarantee/s dated **08.02.2024** guaranteeing to the **Mortgagees herein** 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:

1. 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 457,850,000/-** (Rupees forty-five Crore, seventy-eight Lakh, fifty thousand) only by the Standard Chartered Bank and 'INR 519,753,973/- (Rupees Fifty-one Crore, Ninety-seven



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Lakh, Nine hundred seventy-three) only by the ICICI Bank Limited and INR 685,000,000/- (Rupees Sixty-eight Crore and Fifty Lakh) only by Yes Bank Ltd to the said Borrower-1, Magpet Polymers Pvt. Ltd. aggregating to INR 1662,603,973/- (Rupees one sixty-six Crore, twenty-six Lakh, three thousand, nine hundred 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 Ltd as mentioned in the **Third Schedule** ("Transaction Documents") on or before or after the execution of these presents and as well as the sum and interest secured by the this Mortgage, the Mortgagors herein do hereby grant, mortgage and assign (without possession, i.e. the possession will remain with the Mortgagors) 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 Mortgagors herein have assured the **Mortgagees** 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 Bank Ltd** 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;
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 Mortgagors herein or any other person or persons claiming by, though, under or in trust for the Mortgagors herein and that freed and discharged from or otherwise by the Mortgagor sufficiently indemnified against all encumbrances and demands whatsoever;
4. The **Mortgagors herein** and the 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 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 Mortgagors herein;
5. The **Mortgagors herein** 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



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Mortgaged Properties shall be taken in joint names of the **Mortgagors, the Mortgagees** and any other person having a charge on the relevant Mortgaged Properties and acceptable to the **Mortgagees** and the **Mortgagors herein** shall keep the insurance policies and renewals thereof with the **Mortgagees** and in the event of failure on the part of the **Mortgagors herein** 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 **Mortgagors herein**;

6. The **Mortgagors herein** 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 Mortgagors herein and keep the said books of account and all other books, registers and other documents relating to the affairs of the **Mortgagors** 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 **Mortgagors herein** will ensure that all entries in the same relating to the Mortgaged Properties and the business of the **Mortgagors** 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 **Mortgagors herein** in trust for the **Mortgagees**;
7. The **Mortgagors herein** 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 **Mortgagors** and at the time of the issue thereof to the shareholders/members/ partners, if any, of the **Mortgagors** 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 **Mortgagors herein** or any part thereof and to investigate into the affairs thereof and the **Mortgagors herein** 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 **Mortgagors herein** 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 **Mortgagors herein** shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the **Mortgagors herein** as and when the same shall



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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 **Mortgagors herein** in respect of any part of the Mortgaged Properties;

10. The **Mortgagors herein** shall forthwith give notice in writing to the **Mortgagees** of commencement of any proceedings directly affecting the Mortgaged Properties;
11. The **Mortgagors herein** 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 **Mortgagors'** constitutional documents;
12. The **Mortgagors herein** 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 **Mortgagors herein** may contest in good faith the validity of any such acts, rules, 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 **Mortgagors herein** shall 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 the interests of the **Mortgagees herein**;
13. The **Mortgagors herein** shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the **Mortgagors herein** 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 **Mortgagors herein** 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 **Mortgagors herein** shall reimburse the same to the Mortgagees on demand;
14. The **Mortgagors herein** 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 **Mortgagors herein** will, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under



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these presents shall be paid by the Mortgagees, the **Mortgagors herein** 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 **Mortgagors herein** 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 **Mortgagors herein** and affecting the title to the Mortgagees' properties or if a Receiver is being appointed of any of its properties or business or undertaking;
16. The **Mortgagors herein** shall promptly inform the Mortgagees 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 **Mortgagors herein** profits or Business and of any material changes in the rate of production or sales of the **Mortgagors herein** with an explanation of the reasons therefor;
17. The **Mortgagors herein** 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 **Mortgagors herein** may not have insured its properties;
18. The **Mortgagors herein** 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 **Mortgagors herein** shall 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 **Mortgagors herein** 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 **Mortgagors herein** do hereby represent and warrant that:
 - (a) The **Mortgagors herein** have the competence & power to execute these presents;
 - (b) The **Mortgagors herein** have 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 Mortgagors' 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 **Mortgagors herein** or on behalf of the **Mortgagors herein** and these presents constitute legal, valid and binding obligations of the **Mortgagors herein**;

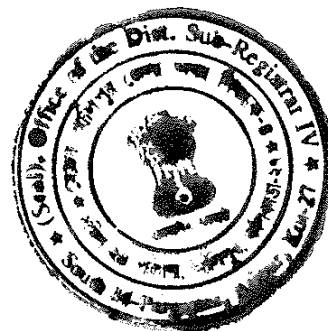


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- (d) The entry into, delivery and performance by the **Mortgagors herein** of, and the transactions contemplated by these presents do not and shall not conflict:
 - I) With any law;
 - II) with the constitutional documents, if any, of the **Mortgagors herein**; or
 - III) with any document which is binding upon the **Mortgagors herein** or on any of its assets;
 - (e) All amounts payable by the **Mortgagors herein** 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 **Mortgagors herein** 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; and The **Mortgagors herein** 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 **Mortgagors herein** agreed that these presents are governed by Indian law, and is legal, valid and binding on the **Mortgagors herein**;
 - (h) Except to the extent disclosed to the **Mortgagees**, no litigation, arbitration, administrative or other proceedings are pending or threatened against the **Mortgagors herein** 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 **Mortgagors herein** to the **Mortgagees** from time to time in a form and manner acceptable to the **Mortgagees**, are true and fair & correct and complete in all respects as on the date on which it was communicated or supplied;
 - (j) Nothing has occurred since the date of communication or supply of any information to the **Mortgagees** which renders such information untrue or misleading in any respect.
21. That during the subsistence of the mortgage period, the **Mortgagors herein** 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 **Mortgagors herein**, 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 **Mortgagors herein**.
23. That in the event of default on the part of the said Borrower-1 & Borrower-2/ **Mortgagors herein** to repay the amount payable by the said Borrower-1 & Borrower-



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2 or **Mortgagors herein** 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 **Mortgagors herein** or said Borrower-1 & Borrower-2 to the **Mortgagees** under the said agreement and/or other previous agreements. 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 **Mortgagors herein** 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 **Mortgagees** 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 **Mortgagors herein** 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 **Mortgagors herein** 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.

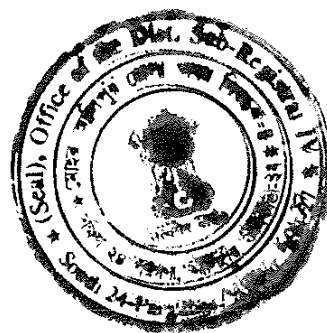
24. On the happening of any Event of Default and upon the security hereby constituted becoming enforceable and after the Mortgagees shall have made entry or taken possession of the Mortgaged Properties and until the **Mortgaged Properties** shall be sold, called in, collected or converted under the Power 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 **Mortgagors herein** 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**;
 - c) Acquire and provide all such machinery, materials and things as the Mortgagees or the Receiver may consider necessary;



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- 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 & proper;
 - i) Exchange any part or parts of the Mortgaged Properties for any other security Or property suitable for the purposes of the **Mortgagors herein** 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;
 - k) 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;
 - l) Establish, maintain and operation all **Mortgagees** accounts of the **Mortgagors herein**, give discharge for all amounts paid to any **Mortgagor/Mortgagors herein** 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.
27. 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 **Mortgagees**. All the provisions



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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 **Mortgagors herein** 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 vested with powers by the **Mortgagees**: Such Receiver may be invested by the **Mortgagees** with such powers and discretions including powers of management as the **Mortgagees** 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 **Mortgagees**;
- (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 **Mortgagors herein** 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 money: 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 **Mortgagors herein** as mentioned in sub-clause (b) above, for defraying any costs, charges, losses or expenses (including the remuneration) which shall be incurred by him/her in exercise of the powers, authorities and discretion vested in him/her and for all or any of the purposes raise and borrow monies on the



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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;

- (j) Receiver Agent of the **Mortgagors**: Every such Receiver shall be the agent of the **Mortgagors** for all purposes and the **Mortgagors herein** alone shall be responsible for all acts and defaults, losses or misconduct and liable on any contract or engagement made or entered into by Him/her and for his/her 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 the **Mortgagees** or **Receiver** shall, so far as applicable, to be applied to such Receiver.

28. The **Mortgagors herein** 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 **Mortgagors herein** including legal proceedings taken against the **Mortgagors herein** for breach of the terms of these presents.

29. The **Mortgagees** shall have full liberty, without notice to the **Mortgagors herein** 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 **Mortgagors herein** shall not be entitled to question such appropriation or to require the **Mortgagees** to appropriate such payments towards previous disbursements under the Facilities so as to reduce the liability of the **Mortgagors herein** hereunder on account of any such payments **AND** the **Mortgagors herein** 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



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relating to sureties or otherwise would but for this provision have the effect of so releasing the **Mortgagors herein** AND the **Mortgagors herein** 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 **Mortgagors herein** might otherwise be entitled to enforce. The **Mortgagors herein** also agree that they will not be entitled to the benefit of subrogation vis-à-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 **Mortgagors herein** notwithstanding 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 **Mortgagors herein** on these presents, be outstanding or unrealised or Lost.
31. The **Mortgagors herein** hereby agree with and give 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 **Mortgagors herein** hereby declared and agreed 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 **Mortgagors herein** 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 **Mortgagors herein** of their obligations hereunder to the same extent in all respects as if the **Mortgagors herein** had at all times been absolutely liable to perform the said obligations.
33. The **Mortgagors herein** hereby agreed that without the concurrence of the **Mortgagors**, 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 **Mortgagors herein** agreed that the liability under these presents shall in no manner be affected by any such



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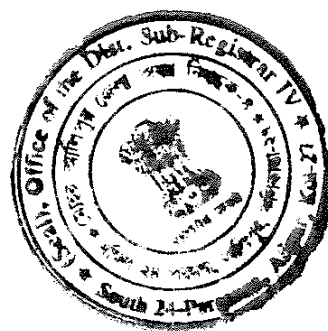
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variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the **Mortgagors herein** is required for giving effect to any such variation, alteration, modification, waiver, dispensation with or release of security.

34. The **Mortgagors herein** 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 **Mortgagors herein** 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 re-enactment 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 **Mortgagors herein** exclusively submits to and accepts for themselves and in respect of the said Properties, generally and unconditionally, the jurisdiction of such court and tribunal, and the **Mortgagors herein** 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 **Mortgagors herein** hereby agreed and confirmed that, if necessary, they shall at the request and instance of the **Mortgagees** shall execute all other deeds and documents at the cost of the **Mortgagors herein** 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 **Mortgagors herein** 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,



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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 names of the **Mortgagors** 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 **Mortgagors herein** assure that they are fully aware about the **pari passu** inter se arrangement as between the **Mortgagees** i.e. Standard Chartered Bank and the ICICI Bank Ltd and Yes Bank Ltd the terms and conditions of such agreements and the **Mortgagors herein** shall not raise any objection regarding the same or any matter arising out of the same.
38. The **Mortgagors herein** further assures that they are 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 (both in his/her personal capacity and as proprietor 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 **Rs. 80,155,000/- (Rupees Eight Crore One Lakh and Fifty-five Thousand Only)** from the SCB in terms sanction/ Facility Letter (Uncommitted) ref. no. UNC/MI/10965612 dated **15th March, 2024** and Facility Letter (Committed) ref. no. COM/MI/10965612 dated **15th March, 2024** and ECLGS Supplemental Facility Letter Ref. No. ECL/MI/10965612 dated **15th March, 2024** as amended, varied, modified or supplemented from time to time and aggregating to **INR 180, 885, 000/- (Rupees Eighteen Crore eight Lakh Eighty-five thousand)** and the **Mortgagors herein** shall be liable for the defaults of the Borrower-1 and Borrower-2 either jointly and individually.
- Notwithstanding the fact that the credit facilities granted to the said Borrower-1 & Borrower-2 and mortgages created earlier by the Mortgagor/s 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.



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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, within the limits of the Kolkata Municipal Corporation Ward No. 088, Assessee No. 110881100691, 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 38J Pratapaditya Road

On the West : By premises no. 7 Sree Mohan lane

Together with all the 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 THE:

- (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) (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 406 Sq.Ft. more or less in 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. 088 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



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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 (Purchase Deeds).

THIRD SCHEDULE

1. DATE AND PLACE OF EXECUTION OF THIS INDENTURE

At: Kolkata

Date: The day of 2024 (Two Thousand and Twenty-four)

2. DETAILS OF THE MORTGAGORS: -

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 BORROWERS:

Magpet Polymers Private Limited (CIN- U25209WB2004PTC099700), a company incorporated under the Companies Act, 1956, having its registered office at 36A, Pratapaditya Road, Post & P.S. 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, Post & P.S. Tollygunge, 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 (both in his/her personal capacity and as proprietor 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:

- (a) SCB's Credit Facility Letter (Uncommitted) dated 08.02.2024 bearing ref no UNC/MP/10961179, Facility letter (Committed) dated 08.02.2024 bearing ref. no COM/MP/10961179 and ECLGS supplemental facility letter dated 08.02.2024 bearing ref no. ECL/MP/10961179 addressed by the Lender-1 to the Borrower-1. Facility Letter (Uncommitted) dated 15.03.2024 bearing ref. no UNC/MI/10965612, Facility letter (Committed) dated 15.03.2024 bearing ref. no COM/MI/10965612 and ECLGS



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supplemental facility letter dated 15.03.2024 bearing ref no ECL/MI/10965612 addressed by the Lender-1 to the Borrower-2.

(b) Facility letter dated 18.10.2023 ref no CAL643192088725 addressed by the Lender-2 to the Borrower-1 Facility letter dated 07.11.2023 ref no CAL79788738436 addressed by the Lender-2 to the Borrower-2.

(c) Yes Bank's Credit Facility Letter dated 10/11/2023 ref no YBL/KOL/FL/537/2023-24, Facility letter dated 11/01/2024 ref no YBL/KOL/FL/688/2023-24 addressed by the Lender-3 to the Borrower-1, facility letter dated 28.11.2022 ref no YBL/KOL/FL/437/2022-23 addressed by the Lender-3 to the Borrower-2

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 519,753,973/- (Rupees Fifty One Crore Ninety Seven lakh Fifty Three thousand nine hundred and seventy three only) and INR 685,000,000/- (Rupees Sixty Eight Crore fifty lakh only) being credit facilities issued by Standard Chartered Bank, ICICI Bank and Yes Bank respectively aggregating to INR 1,662,603,973/- 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	140,000,000	125,000,000
Term Loan 1	16,000,000 (Residual Amount 1,866,000)	168,750,000 (Residual Amount 68,191,243.65)	465,000,000
Term Loan 2	29,000,000 (Residual Amount 3,506,000)	197,000,000 (Residual Amount 185,060,605.78)	95,000,000



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Term Loan 3	200,000,000 (Residual Amount 173,346,000)	Nil	Nil
Working Capital Term Loan (ECLGS 1.0)	41,900,000 (Residual Amount 9,311,000)	14,003,973 (Residual Amount 3,889,992.50)	Nil
Working Capital Term Loan (ECLGS 1.0 Ext)	20,950,000	Nil	Nil
Total	457,850,000	519,753,973	685,000,000

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
Term Loan	45,525,000 (Residual Amount INR 31,868,000/-)	70,730,000 (Residual Amount 48,430,000)	Nil
Working Capital Term Loan (ECLGS)	4,630,000 (Residual Amount 7,72,000)	Nil	Nil
Total	80,155,000	80,730,000	20,000,000

6. THE BANKS' 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 pari passu charge for working capital facility and Term loan facilities and



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				second pari passu charge for term loan under ECLGS
2	ICICI Bank Limited	INR 439,753,973/-	INR 80,730,000/-	First pari passu charge for working capital and Term loan facilities and second pari passu charge for term loan under ECLGS
3	Yes Bank Limited	INR 49,50,00,000/-	20,000,000/-	First pari passu charge for working capital and Term loan facilities

IN WITNESS WHEREOF the aforesaid Parties have set and subscribed their respective hands and seals on the day, month and year first above written:

SIGNED, SEALED and DELIVERED by the MORTGAGER through its Director,

In the presence of witnesses
ENCLAVE TRADECOM PVT. LTD.

Ankit Parman
Director

For Standard Chartered Bank

Sanjay Chhabra
Authorised Signatory

STANDARD CHARTERED BANK

ENCLAVE TRADECOM PVT. LTD.

Ankit Parman
Director

Mandj Prasad
(MANDJ PRASAD)
P-9/B, Ananda Palay
P.D. Road, KOT/Lda. FDD 041

Bulai Roy
27, N.S. Road, P.S. Harish.
Kolkata - 700001

Suman Aggarwal
ICICI BANK LIMITED
Palla Branch
AUTHORISED SIGNATORY
Jai Agarwalla
YES BANK LTD.
YES BANK LIMITED
For YES BANK LTD.
Jai Agarwalla
AUTHORISED SIGNATORY

Drafted in my office and Identified by me

Sujay Subhra Hazra
Sujay Subhra Hazra- Advocate
s/o Late S.P.Hazra, City civil court,
Regtn No. WB2035, 1981

OTI TV9 MOORO

10.10.10

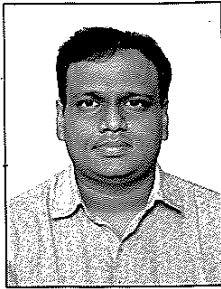
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SPECIMEN FORM FOR TEN FINGERPRINTS



Arjit Ranwa	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



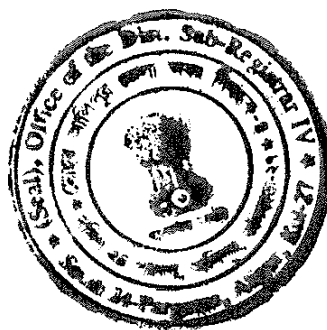
Jyoti Chhabra	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Sanjay Agarwal	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Jai Agarwal	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUJAY SUBHRA HAZRA

SUDHANSU PADA HAZRA

18/10/1956

Permanent Account Number

AASPH1636B

Sujay Subhra Hazra

Signature



24092013



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



192024250052036988

GRN Details

GRN:	192024250052036988	Payment Mode:	SBI Epay
GRN Date:	19/05/2024 09:59:11	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	7193822590235	BRN Date:	19/05/2024 10:01:36
Gateway Ref ID:	IGARGXYFP7	Method:	State Bank of India NB
GRIPS Payment ID:	190520242005203697	Payment Init. Date:	19/05/2024 09:59:11
Payment Status:	Successful	Payment Ref. No:	2001179634/1/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr Sujay Subhra Hazra
Address:	Z/17, Panchasayar, Kolkata-700094
Mobile:	9831123804
Email:	hazra_sujay@rediffmail.com
Period From (dd/mm/yyyy):	19/05/2024
Period To (dd/mm/yyyy):	19/05/2024
Payment Ref ID:	2001179634/1/2024
Dept Ref ID/DRN:	2001179634/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001179634/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	100020
2	2001179634/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	55014
Total				155034

IN WORDS: ONE LAKH FIFTY FIVE THOUSAND THIRTY FOUR ONLY.



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Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



190520242005203697

GRIPS Payment Detail

GRIPS Payment ID: 190520242005203697 Payment Init. Date: 19/05/2024 09:59:11
Total Amount: 155034 No of GRN: 1
Bank/Gateway: SBI EPay Payment Mode: SBI Epay
BRN: 7193822590235 BRN Date: 19/05/2024 10:01:36
Payment Status: Successful Payment Init. From: Department Portal

Depositor Details

Depositor's Name: Mr Sujay Subhra Hazra
Mobile: 9831123804

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250052036988	Directorate of Registration & Stamp Revenue	155034
Total			155034

IN WORDS: ONE LAKH FIFTY FIVE THOUSAND THIRTY FOUR ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2001179634/2024	Office where deed will be registered
Query Date	11/05/2024 11:43:39 AM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Sujay Hazra Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831123804, Status : Advocate	
Transaction	Additional Transaction	
[0310] Mortgage, Mortgage without Possession by others	[4308] Agreement [No of Agreement : 2]	
Set Forth value	Market Value	
Rs. 184,34,88,973/-	Rs. 184,58,43,730/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 1,00,020/- (Article:40(b))	Rs. 55,014/- (Article:A(1), E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		



Query No: 2001179634 of 2024, Printed On : May 22 2024 11:54AM, Generated from wbregistration.gov.in

Apartment Details :

District: South 24-Parganas, Thana: Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Premises No: 36A, Ward No: 088, ,Project Name :Reliable GroupRoad: Protapaditya Road, Pin Code : 700026

Sch No.	Mouza/Road Zone	Plot	Khatia n	Floor Area (in Sq.Ft.)	Set Forth Value (in Rs.)	Market value (in Rs.)	Other Details
A1				Carpet Area: 1412	50,00,00,00/-	50,00,00,00/-	, Apartment Type: Flat/Apartment Commercial Use , Floor Type: Marble, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A2				Carpet Area: 1871	90,00,00,00/-	90,00,00,00/-	Flat No: 1C, Floor No: 1, Apartment Type: Flat/Apartment Commercial Use , Floor Type: Marble, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A3				Carpet Area: 615	44,00,00,00/-	44,00,00,00/-	Flat No: 1A, Floor No: 1, Apartment Type: Flat/Apartment Commercial Use , Floor Type: Marble, Age of Flat: 1 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/-	Covered Garage No: 6, , Apartment Type: Covered Garage Commercial Use , Floor Type: Tiles, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A5				Carpet Area: 135	12,00,000/-	23,21,865/-	Flat No: 7, , Apartment Type: Flat/Apartment Commercial Use , Floor Type: Tiles, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A6				Carpet Area: 135	10,88,973/-	23,21,865/-	Flat No: 8, , Apartment Type: Flat/Apartment Commercial Use , Floor Type: Marble, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed

Mortgagor Details :

SI No	Name & address	Status	Execution Admission Details :
1	ENCLAVE TRADECOM PRIVATE LIMITED (Private Limited Company) ,36A, Protapaditya Road, City:- , P.O:- TOLLYGUNGE, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Date of Incorporate:XX-XX-2XX8, PAN No. AAxxxxxx4B, Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

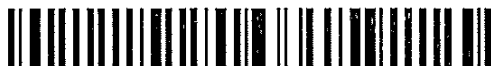


Mortgagee Details :

Sl No	Name & address	Status	Execution Admission Details :
1	STANDARD CHARTERED BANK (Public Limited Company) ,19, Netaji Subhas Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporate:XX-XX-1XX3, PAN No. AAxxxxxx1D, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative
2	ICICI BANK LIMITED (Public Limited Company) ,UNI WORTH HOUSE, 3A, Guru Saday Road, City:- , P.O:- CIRCUS AVENUE, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporate:XX-XX-1XX4, PAN No. AAxxxxxx5H, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative
3	YES BANK LIMITED (Public Limited Company) ,STEPHEN HOUSE, 56A, Hemanta Basu Sarani, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporate:XX-XX-2XX3, PAN No. AAxxxxxx8D, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr SANJOY CHAKRABORTY Son of Mr SANAT CHAKRABORTY19, Netaji Subhas Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX0, PAN No. AFxxxxxx0P , Aadhaar No.: 42xxxxxxxx9567	STANDARD CHARTERED BANK (as AUTHORISED SIGNATORY)
2	Mr SAURAV AGARWAL Son of Mr GHANSHYAM AGARWAL3A, Guru Saday Road, City:- , 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, Date of Birth:XX-XX-1XX7, PAN No. AHxxxxxx6D , Aadhaar No.: 53xxxxxxxx5414	ICICI BANK LIMITED (as AUTHORISED SIGNATORY)
3	Mr JAI AGARWALLA Son of Mr RAMA PRASAD AGARWALLASTEPHEN HOUSE, 56A, Hemanta Basu Sarani, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX7, PAN No. AGxxxxxx7E , Aadhaar No.: 95xxxxxxxx4805	YES BANK LIMITED (as AUTHORISED SIGNATORY)
4	Mr ANKIT PANSARI Son of Mr SANTOSH KUMAR AGARWALGANGES RESIDENCY, 36, Tollugunj Circular Road, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6, PAN No. ALxxxxxx8N , Aadhaar No.: 73xxxxxxxx3042	ENCLAVE TRADECOM PRIVATE LIMITED (as DIRECTOR)





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Identifier Details :

Name & address
Mr Sujay Subhra Hazra Son of Late S P Hazra City Civil Court, 2 And 3, Kiron Sankar Roy Road(Hastings Street), City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr SANJOY CHAKRABORTY, Mr SAURAV AGARWAL, Mr JAI AGARWALLA, Mr ANKIT PANSARI

Owner and Land or Building Details as received from KMC :				
Sc. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
A1	Assessment No. : 110881100691 Premises No. : 36A Ward No. : 088 Street Name : PRATAPADITYA ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : ENCLAVE TRADE COM PRIVATE LTD. Owner Address : 36A,PRATAPADITYA ROAD , KOLKATA-700026 Pin No. : 700026	Plan Sanction No.: 2010090040 Building Type : Residential Building Height : 15.500 Metre Is Heritage: N Plot Area : 606.745 Sq.Metre Total Floor Area: 1553.514 Sq.Metre Covered Parking Area: 250.150 Sq.Metre
A2	Assessment No. : 110881100691 Premises No. : 36A Ward No. : 088 Street Name : PRATAPADITYA ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : ENCLAVE TRADE COM PRIVATE LTD. Owner Address : 36A,PRATAPADITYA ROAD , KOLKATA-700026 Pin No. : 700026	Plan Sanction No.: 2010090040 Building Type : Residential Building Height : 15.500 Metre Is Heritage: N Plot Area : 606.745 Sq.Metre Total Floor Area: 1553.514 Sq.Metre Covered Parking Area: 250.150 Sq.Metre
A3	Assessment No. : 110881100691 Premises No. : 36A Ward No. : 088 Street Name : PRATAPADITYA ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : ENCLAVE TRADE COM PRIVATE LTD. Owner Address : 36A,PRATAPADITYA ROAD , KOLKATA-700026 Pin No. : 700026	Plan Sanction No.: 2010090040 Building Type : Residential Building Height : 15.500 Metre Is Heritage: N Plot Area : 606.745 Sq.Metre Total Floor Area: 1553.514 Sq.Metre Covered Parking Area: 250.150 Sq.Metre
A4	Assessment No. : 110881100691 Premises No. : 36A Ward No. : 088 Street Name : PRATAPADITYA ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : ENCLAVE TRADE COM PRIVATE LTD. Owner Address : 36A,PRATAPADITYA ROAD , KOLKATA-700026 Pin No. : 700026	Plan Sanction No.: 2010090040 Building Type : Residential Building Height : 15.500 Metre Is Heritage: N Plot Area : 606.745 Sq.Metre Total Floor Area: 1553.514 Sq.Metre Covered Parking Area: 250.150 Sq.Metre



Query No: 2001179634 of 2024, Printed On : May 22 2024 11:54AM, Generated from wbregistration.gov.in

A5	Assessment No. : 110881100691 Premises No. : 36A Ward No. : 088 Street Name : PRATAPADITYA ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : ENCLAVE TRADE COM PRIVATE LTD. Owner Address : 36A,PRATAPADITYA ROAD , KOLKATA-700026 Pin No. : 700026	Plan Sanction No.: 2010090040 Building Type : Residential Building Height : 15.500 Metre Is Heritage: N Plot Area : 606.745 Sq.Metre Total Floor Area: 1553.514 Sq.Metre Covered Parking Area: 250.150 Sq.Metre
A6	Assessment No. : 110881100691 Premises No. : 36A Ward No. : 088 Street Name : PRATAPADITYA ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : ENCLAVE TRADE COM PRIVATE LTD. Owner Address : 36A,PRATAPADITYA ROAD , KOLKATA-700026 Pin No. : 700026	Plan Sanction No.: 2010090040 Building Type : Residential Building Height : 15.500 Metre Is Heritage: N Plot Area : 606.745 Sq.Metre Total Floor Area: 1553.514 Sq.Metre Covered Parking Area: 250.150 Sq.Metre

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 10-06-2024) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 10-06-2024)
3. Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. ALIPORE, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Major Information of the Deed

Deed No :	I-1604-05987/2024	Date of Registration	29/05/2024
Query No / Year	1604-2001179634/2024	Office where deed is registered	
Query Date	11/05/2024 11:43:39 AM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sujay Hazra Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831123804, Status :Advocate		
Transaction		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. 184,34,88,973/-		Rs. 184,58,43,730/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 1,00,030/- (Article:40(b))		Rs. 55,046/- (Article:A(1), E, M(b), H)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Apartment Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Premises No: 36A, Ward No: 088, ,Project Name :Reliable GroupRoad: 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				Carpet Area: 1412	50,00,00,000/-	50,00,00,000/-	, Apartment Type: Flat/Apartment Commercial Use , Floor Type: Marble, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A2				Carpet Area: 1871	90,00,00,000/-	90,00,00,000/-	Flat No: 1C, Floor No: 1, Apartment Type: Flat/Apartment Commercial Use , Floor Type: Marble, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A3				Carpet Area: 615	44,00,00,000/-	44,00,00,000/-	Flat No: 1A, Floor No: 1, Apartment Type: Flat/Apartment Commercial Use , Floor Type: Marble, Age of Flat: 1 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/-	Covered Garage No: 6, , Apartment Type: Covered Garage Commercial Use , Floor Type: Tiles, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A5				Carpet Area: 135	12,00,000/-	23,21,865/-	Flat No: 7, , Apartment Type: Flat/Apartment Commercial Use , Floor Type: Tiles, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A6				Carpet Area: 135	10,88,973/-	23,21,865/-	Flat No: 8, , Apartment Type: Flat/Apartment Commercial Use , Floor Type: Marble, Age of Flat: 1 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed







Mortgagor Details :



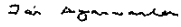


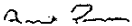
Sl No	Name,Address,Photo,Finger print and Signature
1	ENCLAVE TRADECOM PRIVATE LIMITED 36A, Protapaditya Road, City:- , P.O:- TOLLYGUNGE, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Date of Incorporation:XX-XX-2XX8 , PAN No.:: AAXxxxxx4B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Mortgagee Details :



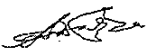
Sl No	Name,Address,Photo,Finger print and Signature
1	STANDARD CHARTERED BANK 19, Netaji Subhas Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-1XX3 , PAN No.:: AAxxxxxx1D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
2	ICICI BANK LIMITED UNI WORTH HOUSE, 3A, Guru Saday Road, City:- , P.O:- CIRCUS AVENUE, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporation:XX-XX-1XX4 , 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:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX3 , PAN No.:: AAxxxxxx8D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SANJOY CHAKRABORTY Son of Mr SANAT CHAKRABORTY Date of Execution - 29/05/2024, , Admitted by: Self, Date of Admission: 29/05/2024, Place of Admission of Execution: Office		 Captured	
	May 29 2024 11:51AM	LTI 29/05/2024	29/05/2024	
19, Netaji Subhas Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: AFxxxxxx0P, Aadhaar No: 42xxxxxxxx9567 Status : Representative, Representative of : STANDARD CHARTERED BANK (as AUTHORISED SIGNATORY)				
2	Name	Photo	Finger Print	Signature
	Mr SAURAV AGARWAL Son of Mr GHANSHYAM AGARWAL Date of Execution - 29/05/2024, , Admitted by: Self, Date of Admission: 29/05/2024, Place of Admission of Execution: Office		 Captured	
	May 29 2024 11:52AM	LTI 29/05/2024	29/05/2024	
3A, Guru Saday Road, City:- , 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, Date of Birth:XX-XX-1XX7 , PAN No.:: AHxxxxxx6D, Aadhaar No: 53xxxxxxxx5414 Status : Representative, Representative of : ICICI BANK LIMITED (as AUTHORISED SIGNATORY)				

3	Name Mr JAI AGARWALLA Son of Mr RAMA PRASAD AGARWALLA Date of Execution - 29/05/2024, , Admitted by: Self, Date of Admission: 29/05/2024, Place of Admission of Execution: Office	Photo  May 29 2024 11:52AM	Finger Print  LTI 29/05/2024 Captured	Signature  29/05/2024
STEPHEN HOUSE, 56A, Hemanta Basu Sarani, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.:: AGxxxxxx7E, Aadhaar No: 95xxxxxxxx4805 Status : Representative, Representative of : YES BANK LIMITED (as AUTHORISED SIGNATORY)				
4	Name Mr ANKIT PANSARI (Presentant) Son of Mr SANTOSH KUMAR AGARWAL Date of Execution - 29/05/2024, , Admitted by: Self, Date of Admission: 29/05/2024, Place of Admission of Execution: Office	Photo  May 29 2024 11:49AM	Finger Print  LTI 29/05/2024 Captured	Signature  29/05/2024
GANGES RESIDENCY, 36, Tollugunj Circular Road, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: ALxxxxxx8N, Aadhaar No: 73xxxxxxxx3042 Status : Representative, Representative of : ENCLAVE TRADECOM PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name Mr Sujay Subhra Hazra Son of Late S P Hazra City Civil Court, 2 And 3, Kiron Sankar Roy Road(Hastings Street), City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001	Photo  29/05/2024	Finger Print  29/05/2024 Captured	Signature  29/05/2024
Identifier Of Mr SANJOY CHAKRABORTY, Mr SAURAV AGARWAL, Mr JAI AGARWALLA, Mr ANKIT PANSARI			

Endorsement For Deed Number : I - 160405987 / 2024

On 29-05-2024

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 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 11:27 hrs on 29-05-2024, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr ANKIT PANSARI ,.

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

Execution is admitted on 29-05-2024 by Mr JAI AGARWALLA, AUTHORISED SIGNATORY, YES BANK LIMITED (Public Limited Company), STEPHEN HOUSE, 56A, Hemanta Basu Sarani, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Sujay Subhra Hazra, , , Son of Late S P Hazra, City Civil Court, 2 And 3, Road: Kiron Sankar Roy Road (Hastings Street), , P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 29-05-2024 by Mr ANKIT PANSARI, DIRECTOR, ENCLAVE TRADECOM PRIVATE LIMITED (Private Limited Company), 36A, Protapaditya Road, City:- , P.O:- TOLLYGUNGE, P.S:-Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700026

Indetified by Mr Sujay Subhra Hazra, , , Son of Late S P Hazra, City Civil Court, 2 And 3, Road: Kiron Sankar Roy Road (Hastings Street), , P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 29-05-2024 by Mr SANJOY CHAKRABORTY, AUTHORISED SIGNATORY, STANDARD CHARTERED BANK (Public Limited Company), 19, Netaji Subhas Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Sujay Subhra Hazra, , , Son of Late S P Hazra, City Civil Court, 2 And 3, Road: Kiron Sankar Roy Road (Hastings Street), , P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 29-05-2024 by Mr SAURAV AGARWAL, AUTHORISED SIGNATORY, ICICI BANK LIMITED (Public Limited Company), UNIWORTH HOUSE, 3A, Guru Saday Road, City:- , P.O:- CIRCUS AVENUE, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr Sujay Subhra Hazra, , , Son of Late S P Hazra, City Civil Court, 2 And 3, Road: Kiron Sankar Roy Road (Hastings Street), , P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 55,046.00/- (A(1) = Rs 55,000.00/- ,E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 55,014/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/05/2024 10:01AM with Govt. Ref. No: 192024250052036988 on 19-05-2024, Amount Rs: 55,014/-, Bank: SBI EPay (SBlePay), Ref. No. 7193822590235 on 19-05-2024, 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

1. Stamp: Type: Impressed, Serial no 8382, Amount: Rs.10.00/-, Date of Purchase: 12/06/2023, Vendor name: A Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/05/2024 10:01AM with Govt. Ref. No: 192024250052036988 on 19-05-2024, Amount Rs: 1,00,020/-,
Bank: SBI EPay (SBlePay), Ref. No. 7193822590235 on 19-05-2024, Head of Account 0030-02-103-003-02

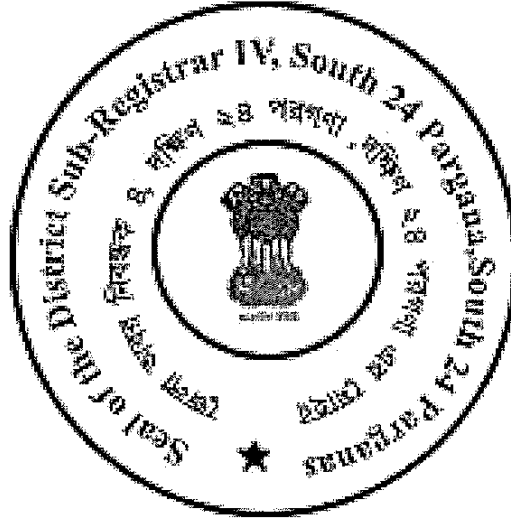


Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1604-2024, Page from 171810 to 171845
being No 160405987 for the year 2024.**



(Signature)

Digitally signed by Anupam Halder
Date: 2024.05.29 12:56:00 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 29/05/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

West Bengal.