

[Handwritten Signature]

To,

R K Associates

55B, Mirja Galib Street Smartpave Corporate Center 8 th floor, Kolkata-16	D-39, 2 nd floor, Sector 2, Noida- 201301	E-309, 3 rd floor, E-wing, Crystal Plaza, Opplnfiniti Mall New Link Road , Andheri (W) Mumbai-400053
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Ref: IFBKOL/AMT-II/2024-25/

Date:17.02.2025

Dear Sir,

LETTER OF ENGAGEMENT
XPRO India Ltd.

With reference to your empanelment with this organization, as a valuer in asset classes (Land & Building/Plant and Machinery/Securities or Financial Assets/Stocks and Trade/Agricultural Assets), the undersigned on behalf of State Bank of India, IFB Kolkata Branch/Office, do hereby, engage your service as valuer to assess the value of the property, the particular of which are given below, for the purpose of Security against the Loan.

All therelevant supportive documents, in relation to ownership and identification of the assets, will be / are being provided by the Bank on acceptance of / along with this letter. Other documents, if any, required to undertake the assignment, have to be procured by you.

2. The professional fees (as agreed upon within the Bank's prescribed fee structure) shall be paid by the **Bank / Borrower** within 45 days of the submission of the valuation report and its acceptance by the Bank.

3. Please submit a copy of the Letter of Empanelment issued to you by the Bank along with the Copy of the relative Agreement with the Bank and accepted Terms and Conditions.

4. Particulars of the assets to be valued:

S.No	Name of the Owner &/ or Leasehold by: Borrower: XPRO	Details of the Assets to be valued	Details of Title deeds or ownership Documents (Please specify Sale Deed No.
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	<u>India Ltd.</u>		etc.)
	Plant & Machinery	Land & Building	Other assets (please specify)
	NA	<p>1) Plot No-1457, 1456/2593 1456/2594 2592, 1458, 1459, 1468, 1469, 1470, 1471, 2843 Mouja- KADASOLE J.L.No-22 and Plot No 1316 & 1304 Mouja-GHUTGORIA JL No-24 P.S-Bafora Dist-Bankura</p> <p>2) Plot No. 32, Udyog Vihar, Greater Noida , Dist Goutam Budh Nagar, UP - 201 306</p> <p>3) E-90/1, MIDC, Industrial Area, Ranjangaon, Taluka-Shirur, Dist Pune, Maharashtra 412220</p>	Deed No.

5. You will indemnify and keep the Bank fully and effectively indemnified against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature which may be caused to or suffered by or made or taken against Bank (including, without limitation, any claims or proceedings by any customer against Bank) directly or indirectly arising out of any improper, incorrect or negligent performance, work, service, act or omission by you or any of your personnel or fraud or other wrongful act by you or by any of your personnel or for any act of the yours which results in Bank being provided within correct or incomplete information from you or any of your Personnel.

6. You will also indemnify and keep the Bank indemnified against any loss or damage to any of Bank's information, documents, property, records, or other items while in your use or possession.

7. In addition to the above the Bank reserves the right to adopt any or all of the following course/s of action unless the loss / claim is not attributable to any act, omission or commission of the Valuer or Valuer's Personnel:

- Depanel and/or remove the name of the Valuer from the list of Valuers on the panel of the Bank.
- Blacklist the Valuer and display the name of the Valuer in the list of blacklisted Valuers
- Share the information of such depanelment or removal or blacklisting with Indian Banks Association or Insolvency and Bankruptcy Board of India (IBBI) or both
- Bring such depanelment or removal or blacklisting to the notice of Institute of Chartered Engineers or any other similar professional body or association in which such valuer is a member.




(e) Any other measure which the Bank deems fit for recovery of the amount of actual loss caused.

8.

Please ensure that the valuation report submitted by you to the Bank is in conformity to the "Internationally Accepted Valuation Standards" as applicable for the respective class of asset/s.

9. You are required to submit the report in the format prescribed by the Bank within 10 days from acceptance of this letter and ensure that the Valuation Report is submitted to branch only in a "Sealed Cover Envelope".

Yours faithfully,



For & on behalf of State Bank of India
[Signature with seal] [Signature of valuer]
Place: Kolkata
Date: 17.02.2025

Copy to: XPRO India Ltd. (Owner of the assets with request to co-operate with the valuer appointed by the Bank).

Acknowledged

Place:

Date:


For & on behalf of State Bank of India
[Signature with seal]
Place: Kolkata
Date: 17.02.2025


Contact Person in XPRO India Ltd. , Mr. B Chatterjee 9775301727 .
Mail Id- bchatterjee@xproindia.com

Please also ensure to incorporate the following points along with the valuation report for our future compliance:

1. Valuation reports for the properties/ assets offered as security are in the Banks prescribed format.
2. Declaration-cum- undertaking along with Model Code of Conduct duly signed by the valuers along with the reports.

3. Valuation reports indicate Govt Guideline Value, Fair Market Value, Book Value, Realizable Value and Distress Sale Value of the property/ security (including plant& machinery).
4. Only realizable Value has been considered for reckoning with security coverage. (In respect of standard ongoing concern, WDV of P&M is reckoned for valuation purpose).
5. In case property(ies) offered as security is/are purchased on a recent date, viz., for a period up to one year from the date of registration of the property, lower of Registration Value or Realizable Value has been considered for arriving at the value.
6. Longitude/Latitude and co-ordinates of the properties are clearly mentioned in the valuation reports for all the immovable properties / Plant & machinery/ other fixed tangible assets.
7. Screen shots of GPS/ Internet sites like Google earth etc., are incorporated in valuation reports.
8. Photograph of owner of the properties / assets with properties in the background are enclosed to the valuation reports.
9. In case of variation of 20% or more between the fair market and realizable values as per valuation and the guideline value provided in State Government notification or Income Tax Gazette, justification for the variation is furnished in the valuation report.
10. Property values reported in leading newspapers as well as property portals (magicbricks.com, 99acres.com, housing.com etc.) , wherever available, are referred to and quoted in valuation report.
11. Details of last two transactions in the locality, wherever available, are furnished in the valuation report.
12. Valuer has obtained and verified a certified copy of the approved/ sanctioned plan wherever applicable from the concerned office and attach it with the valuation report.

Yours faithfully,


AGM & RM AMT-II, SBI IFB Kolkata (01936)



Ref. No: 142/STCL/LEGAL/ST/2024-25

16.07.2024

To,

STATE BANK OF INDIA Industrial Finance Branch, Jeevandeep Building, 1, Middleton Street, Kolkata 700071	INDIAN BANK Mid corporate Branch, Mission Row, Kolkata at 1 st Floor, 14 India Exchange Place, Kolkata- 700001
PUNJAB NATIONAL BANK Mid Corporate Centre-1, Kolkata West, situated at 11, Hemanta Basu Sarani, 4 th Floor, United Tower, Kolkata- 700001	

Dear Sir/Madam,

XPRO INDIA LIMITED
Financial Assistance aggregating to Rs. 86.11 Crores
Holding Letter

We, **SBICAP Trustee Company Limited** (hereinafter referred to as 'STCL'), are acting as Security Trustee for various facilities aggregating to **Rs. 86.11 Crores** granted to **XPRO India Limited** ("the Borrower") from **State Bank of India, Indian Bank & Punjab National Bank** (hereinafter referred to as the "Lenders"). In this connection, we hereby state that the following documents have been executed and originals thereof are kept in our safe custody at Kolkata.

Sr. No.	Particulars of Documents	Date of Execution
1.	Working Capital Consortium Agreement	04.07.2024
2.	Joint Deed of Hypothecation	04.07.2024
3.	Omnibus Counter Guarantee for letter of credit and bank guarantees	04.07.2024
4.	Security Trustee Agreement	04.07.2024
5.	Memorandum of Entry	04.07.2024
6.	Letter of authority to lead bank	04.07.2024

SBICAP Trustee Company Ltd.

Branch Office : Magma House, 1st Floor, 24 Park Street, Kolkata - 700 016.

✉ helpdesk@sbicaptrustee.com

Registered & Corporate Office : 4th Floor, Mistry Bhavan, 122, Dinkhwa Vachha Road, Churchgate, Mumbai, Pin - 400 020.
☎ +91 22 4302 5566 / +91 22 4302 5555 ✉ corporate@sbicaptrustee.com CIN : U65991MH2005PLC158386

UDYAM REGISTRATION NUMBER (SMALL ENTERPRISE Under MSME Act, 2006) - UDYAM-MH-19-0111411

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Sr. No.	Particulars of Documents	Date of Execution
7.	Inter Se Agreement	04.07.2024
8.	Director's Declaration	04.07.2024

1. The Deed of Hypothecation dated 04.07.2024 is executed by the Borrower in favour of STCL (Security Trustee) for securing the said facilities, creating the charge on the movable properties mentioned in "**Schedule I**".
2. The borrower has deposited title deeds for Mortgage by way of actual delivery of the Title Deeds on 04.07.2024 in favour of **STCL** (Security Trustee), for creating the charge on the immovable properties mentioned in "**Schedule II**".
3. Further, we have registered with Central Registry ("**CERSAI**") charges created by way of Deed of Hypothecation dated 04.07.2024 & Memorandum of Entries dated 04.07.2024. The said CERSAI report is attached herewith as "**Annexure-I**".
4. Further to that the borrower has filed Form CHG-1 with ROC. The Certificate of registration of charge is attached herewith as "**Annexure -II**".

This is for your information and records.

Yours faithfully,

For SBICAP Trustee Company Limited


Authorized Signatory

SBICAP Trustee Company Ltd.

Branch Office : Magma House, 1st Floor, 24 Park Street, Kolkata - 700 016.

✉ helpdesk@sbicaptrustee.com

Registered & Corporate Office : 4th Floor, Mistry Bhavan, 122, Dinshaw Vachha Road, Churchgate, Mumbai, Pin - 400 020.

☎ +91 22 4302 5566 / +91 22 4302 5555 ✉ corporate@sbicaptrustee.com CIN : U65991MH2005PLC158386

UDYAM REGISTRATION NUMBER (SMALL ENTERPRISE Under MSME Act, 2006) - UDYAM-MH-19-0111411

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SCHEDULE I

(Details of Hypothecated Assets)

- a) First charge by way of hypothecation on the entire current assets including stock & receivable of the Company both present and future ranking pari-passu among other Working Capital Lenders.
- b) Second charge on the entire fixed assets (excluding machinery financed from BPI France, Bajora and 7 vehicles purchased out of Bank loan outside consortium) and other non-current assets ranking pari-passu among Working Capital Lenders.

SCHEDULE II

(List of documents of title, evidences, deeds and writings deposited with SBICAP Trustee Company Limited)

PART I: Area 28671 sqm

Pune.

1. Assignment of Lease Deed bearing No. 3111/2012 Dated Register before Sub registrar of Assurance Shirur Tal Shirur Dist. Pune-Original
2. Agreement to Lease bearing No. 2802/2011 Dated 22/06/2011 register before Sub Registrar of Assurance Shirur Tal Shirur Dist. Pune-Original
3. Approval of building plans of Factory Building (Sanction Layout) bearing No PLN/ 141 / 13 / VVK / 3485 / 13 Dated 30/04/2013 issued by Joint Director Industrial Safety and Helth Pune-Photocopy
4. Building Completion Certificate (BCC) issued by Special Planning Authority and Executive Engineers MIDC, Civil Division Chinchwad Pune bearing No. TBIII/Plans/31386 of 2013 Office of the Executive Engineer MIDC Civil Division, Chinchwad 19-XeroxCopy
5. No objection to create charge on the Scheduled Property issued by MIDC Ranjangaon Ganpati dated 26.07.2012 (Photocopy) and 16.09.2019 (Original Digitally Signed)
6. Tripartite Agreement dated 23.01.2020 & 24.09.2012 (Original)
7. Occupancy Certificate dated 23.07.2020 (Photocopy)

PART II: Area 8215.50 sqm

(Noida)

1. Allotment Letter dated 08.10.2002 (Photocopy).
2. Possession Certificate dated 01.11.2002 (Original).
3. Lease deed dated 01.11.2002. (Original)
4. Mortgage permission from Greater Noida in favour of bank dated 07.02.2014. (Photocopy)
5. No Due Certificate (Photocopy)
6. Approved Map (Photocopy)



Banjara (NB)

PART III: 2.65 Acres

1. Regd. Deed of Lease, being no.190304075/2021 of ARA-III, Kolkata, entered in Book no.1, Volume No.1903-2021, Pages from 188426 to 188471. (Original)
2. No Objection Certificate dated 01.10.2021 (Photocopy)

PART IV- 32.7 acres

1. Lease Deed No-8121 dated 02.12.1992 in name Of Biax Limited (Original)
2. Lease Deed No-15835 dated 27.07.1992 in name Of Biax Limited (Original)
3. Renewal of lease deed being no-2251 of 28.08.2020 in name of XPRO India Limited (Original)
4. Indenture of Assignment dated 20.07.2023 registered in Book-I, Volume No 1904-2023, Page from 496665 to 496692 being no 190410296 for the year 2023.(Photocopy)
5. Indenture of Assignment dated 20.07.2023 registered in Book-I, Volume No 1904-2023, Page from 497005 to 497032 being no 190410295 for the year 2023 (Photocopy)

(Description of Immovable Properties Mortgaged)

PART I: Area 28671.00 seq Mts

(Pune)

All that piece and parcel of Lease hold Industrial Plot bearing No. E-90/1 admeasuring 28,671.00 Seq Mts. and RCC type Industrial Shed Constructed thereon admeasuring 13345.313 Seq Mts Built up Plus Open Land thereon admeasuring 19976.511 Seq Mts Open Land bearing Karegaon Gram panchayat Milkat No. 1864 In the Ranjangaon Industrial Area, within the limits of Ranjangaon MIDC Tal Shirur Dist. Pune and also within the limits of Village Karegaon, Taluka Shirur Dist. Pune and also within the limits of Sub Registrar of Assurance Shirur Tal Shirur Dist. Pune Which is surrounded and bounded is as under:

On or towards East: 30.00 m wide MIDC Road

On or towards South: AM - 53 & CETP- 1

On or towards West: 30.00 m Wide MIDC Road

On or towards North: 20.00 m Wide MIDC Road

PART II: Area 8215.50 sqm

(Noida)

Plot No.32, Udyog Vihar, Greater Noida, G.B. Nagar area 8215.50 sq. mt. & bounded as under as per lease deed dated 01.11.2002:





East: As per site.

North: As per site.

West: As per site.

South: As per site

PART III: 2.65 Acres

a. Mouza- Ghutgoria, J.L. No. 24, under P.S. Barjora, District: Bankura

PLOT NO.	CLASSIFICATION	AREA
RS & L.R. Plot No. 1304	Industrial Use	95 Decimals
RS & L.R. Plot No. 1312	Industrial Use	05 decimals
RS & L.R. Plot No. 1315	Industrial Use	02 decimals
RS & L.R. Plot No. 1316	Industrial Use	01 decimals

b. Mouza- Kadasol, J.L. No. 22, under P.S. Barjora, District- Bankura

PLOT NO.	CLASSIFICATION	AREA
RS Plot No. 2592	Industrial Use	153 Decimals

PART IV- 32.7 Acres

All that piece and parcel of Industrial Land measuring and area of 32.7 acres comprising Plot No-1457, 1456/2593 1456/2594 2592,1458, 1459, 1468, 1469, 1470,1471,2843 Mouja- KADASOLE J.L.No-22 and Plot No 1316 & 1304 Mouja-GHUTGORIA J.L No-24 P.S-Barjora Dist-Bankura

By North: Barjora Maliara Road

By South: Private Passage and thereafter Other Plot.

By East: Boundary of DVC

By West: Private Passage and entrance for back side area of M/S Biax

