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District Sub-Registrar,
Howrah

District Sub-Registrar-I
Howrah

29 JUN 2020

INDENTURE OF MORTGAGE

DATED 29th June, 2020

BY

ESR WAREHOUSING PRIVATE LIMITED

(AS THE BORROWER)

IN FAVOUR OF

AXIS TRUSTEE SERVICES LIMITED

(AS THE SECURITY TRUSTEE)

For Axis Trustee Services Limited

Authorized Signatory



ক্রমিক নং

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তারিখ..... 15/6/2020

মূল্য : 100/-

ক্রেতা :-

SANKAR SAHOO

Advocate

High Court, Calcutta

ঠিকানা :-

Ranjitpur Par

জেঙ্গার :-

লঢ়ি ১০৩ নং ভেগুন

কাশিপুর মথুরা অ.ডি.এস.আর. আক্স

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EEB WARHOUSING PRIVATE LIMITED

(AS THE BORROWER)

District Sub-Registrar-I
IN FAVOUR OF
Howrah
EBSI SERVICES LTD

29 JUN 2020

Foi Avisé Tunisie Services Limited

Authorisé à Tunisie
Avisé à Tunisie
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TABLE OF CONTENTS

| | | |
|-----|----------------------------------------------------------------------|----|
| 1. | Definitions | 2 |
| 2. | Construction | 3 |
| 3. | Benefit of Indenture | 4 |
| 4. | Covenant to pay | 4 |
| 5. | Mortgage | 4 |
| 6. | Covenants not to Deal or Dispose off and for Possession | 5 |
| 7. | Security | 6 |
| 8. | Further Acquisition and Easements | 7 |
| 9. | Provision for Redemption | 8 |
| 10. | Declarations and Warranties | 8 |
| 11. | Covenants and Permitted Use | 9 |
| 12. | Specific Actions | 11 |
| 13. | Additional Covenants | 11 |
| 14. | Undertakings | 12 |
| 15. | Failure to Pay | 12 |
| 16. | Enforcement | 12 |
| 17. | Expenses | 13 |
| 18. | Disposal of the Mortgaged Properties | 13 |
| 19. | Transfer of Property Act | 14 |
| 20. | Appointment of Receiver | 15 |
| 21. | Not Mortgagee-in-Possession | 17 |
| 22. | Protection of Security Trustee and Receiver: Limitation of Liability | 17 |
| 23. | Costs and Expenses | 18 |
| 24. | Stamp Duty and Reimbursement of Expenses | 18 |
| 25. | Indemnity | 19 |
| 26. | Attorney | 20 |
| 27. | Application of Monies | 20 |
| 28. | Liability to Lenders for Deficiency | 20 |
| 29. | Waiver | 20 |
| 30. | Miscellaneous | 21 |
| 31. | Notices | 22 |
| 32. | Provisions Severable | 24 |
| 33. | Governing Law | 24 |
| 34. | Jurisdiction | 24 |
| | Schedule 1 – Description of the Mortgaged Properties -1 | 27 |



For Axis Trustee Services Limited

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District Sub-Registrar
Howrah

29 JUN 2020



INDENTURE OF MORTGAGE

THIS INDENTURE OF MORTGAGE made at Kolkata on this 29th day of June, 2020 (hereinafter referred to as the "Indenture") by:

- (1) **ESR WAREHOUSING PRIVATE LIMITED**, a private company incorporated under the Companies Act, 2013, with corporate identification number U74999MH2018PTC309542 and having its registered office at Unit No 201, 2nd Floor, The Capital, Plot No.C-70 G Block, Bandra Kurla Complex, Bandra (East) Mumbai, 400051 and acting out of its site office at Park, Mouza, Chandipur (J.L. No. 9, 55, 9), Harinarayanchak, Amraberia District, Howrah, West Bengal 711316, being represented by its authorised signatory Sri Kunal Basu, Pan - BEMPB8878L, son of Late Pinaki Basu, residing at 4A/2, Baishnab Ghata Bye Lane, P.O. Naktala, P.S. - Netaji Nagar, Kolkata-700047, (hereinafter referred to as the "Borrower", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns),

IN FAVOUR OF

- (2) **AXIS TRUSTEE SERVICES LIMITED**, a company incorporated under the Companies Act, 2013, having Corporate Identity Number as U74999MH2008PLC182264 having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandhurang Budhkar Marg, Worli, Mumbai – 400025, Maharashtra, India and branch office at 2nd Floor, 25 - Pusa Road, Karol Bagh, New Delhi – 110005, being represented by its authorised signatory Ram Singh Wairwa, Pan AAHPW5988Q , son of Prabhudayal Wairwa, residing at M-B4/1, G/F Malviya Nagar, South Delhi, Pin- 110017, (hereinafter referred to as the, in its capacity as the security trustee for the Secured Parties (hereinafter referred to as the "Security Trustee", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include their successors, assignees, transferees and novatees).

The Borrower and the Security Trustee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- (A) The Borrower has entered into a facility agreement dated on or about the date of this Indenture (as amended from time to time and as may be amended and/or restated from time to time, the "Facility Agreement") made, *inter alios*, between the Borrower and the Rupee Lenders pursuant to which the Rupee Lenders have agreed to provide the Borrower a lease rental discounting facility for an aggregate principal amount not exceeding INR 100,00,00,000 (Rupees One Hundred Crores only) ("Facility") (in multiple tranches) in accordance with the terms of the Facility Agreement.
- (B) The Borrower has appointed Axis Trustee Services Limited as the security trustee for the Rupee Lenders pursuant to the security trustee agreement dated on or about the date of this Indenture entered into between, *inter alios*, the Borrower and the Security Trustee ("Security Trustee Agreement", which term shall include any amendments thereof), and Axis Trustee Services Limited has consented to act as the Security Trustee, in terms of the Debt Documents.
- (C) Pursuant to the conditions provided in the Facility Agreement, the Secured Obligations (*as defined hereinbelow*) shall be secured, *inter alia*, by a first ranking *pari passu* mortgage over the Mortgaged Properties (*as defined hereinbelow*) of the Borrower in favour of the Security Trustee in trust and for the benefit of the Rupee Lenders.
- (D) In view of the above, the Borrower has agreed to execute this Indenture in favour of the Security Trustee in the manner hereinafter appearing.



For Axis Trustee Services Limited

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A circular stamp with a double-line border. The outer ring contains the words "U.S. COPYRIGHT OFFICE" at the top and "LIBRARY OF CONGRESS" at the bottom. The inner circle contains the text "REGISTRATION" at the top and "RECEIVED" at the bottom.

will be sent with funds to the British Government, and the amount will be used for the benefit of the Indian people.

✓
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Howrah

29 JUN 2020



District Sub-Registrar-1
Howrah

29 JUN 2020

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

1.1. In this Indenture, unless there is anything in the subject or context inconsistent therewith, the capitalised terms listed below shall have the following meanings and all capitalised terms used but not defined herein shall have the meaning ascribed to them in the Facility Agreement:

“**Account Assets**” means, collectively:

- (a) the Accounts; and
- (b) all amounts standing to the credit of, or accrued or accruing on, the Accounts,

which description shall include all properties of the above description whether presently in existence or acquired hereafter and all rights and benefits in relation thereto.

“**Mortgaged Properties**” means, collectively, (a) the Mortgaged Properties - 1; (b) the Mortgaged Properties - 2; (c) the Mortgaged Properties - 3; (d) the Mortgaged Properties - 4; (e) the Mortgaged Properties - 5; and (f) the Mortgaged Properties - 6.

“**Movable Assets**” means all movable assets of the Borrower pertaining to the Property, including those in the nature of fixed movables, current assets, movable plant and machinery (whether attached or otherwise), spares, electrical and other installation, hardware, wiring, pipelines, tanks, meters, motor vehicles, furniture, fixtures, fittings, tools and accessories and all other equipment whether installed or not, whether lying loose or in cases or lying stored in or to be stored or to be brought into or upon the premises of the Borrower or the Borrower’s warehouses, stockyards and godowns, whether now belonging to or that may at any time, during the continuance of the Facility Agreement belong to the Borrower or that may at present or hereafter be held by any person to the order or disposition of the Borrower, or in the course of transit or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realization or otherwise howsoever together with all benefits, rights and incidentals attached thereto.

“**Property**” means “Warehouse 3” and “Warehouse 4” built on the larger land parcels admeasuring 39.43 acres (thirty nine point four three) acres, located at Uluberia, Kolkata along with all the development potential arising thereon (including additional development potential in the form of transferable development rights, premium floor space index etc.), for the said warehouses respective undivided interest in the underlying land of 39.43 (thirty nine point four three) acres of land parcel, both present and future with the chargeable area as specified below:

| Warehouse No. | Current Obligor | Chargeable Area (Sq ft) |
|---------------|-----------------|-------------------------|
| Warehouse 3 | Instakart | 363,286 |
| Warehouse 4 | Instakart | 266,148 |
| Total | | 629,434 |



For Axis Trustee Services Limited

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100A GEDDIES TERRACE BY TOWER 100A, KOLKATA-700009
STREET NO. 100A GEDDIES TERRACE 100A, KOLKATA-700009

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not above-mentioned copies or extracts or portions of such notes annexed and all
other books or the like papers referred to and their usual bond and binding
which are at each of such of notes given up and shall remain bound in the form
thereof.

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"Secured Obligations" means at any time all the amounts outstanding and/or payable to the Rupee Lenders or to any other person, pursuant to the terms of the Debt Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), including the following amounts:

- (a) the principal amount of the Facility, the Interest and the interest specified in Clause 4.3 (*Additional Interest*) of the Facility Agreement;
- (b) all other monies, debts and liabilities of the Borrower, including indemnities, liquidated damages, fees of the Security Trustee, costs, Increased Costs, charges, expenses and fees and interest incurred under, arising out of or in connection with the Debt Documents;
- (c) any and all sums expended by the Rupee Lenders, or by any other person in order to create or preserve any Security Interest; and
- (d) any and all costs, expenses, fees and duties for the enforcement and collection of any amounts due under the Debt Documents, including costs, expenses, fees and duties of enforcement and realisation of the Security and costs and expenses set out in the Debt Documents.

"Secured Parties" means, collectively, the Facility Agent, the Escrow Bank and the Rupee Lenders, and **"Secured Party"** means any one of them.

"Security" means the Security Interest created or to be created for the benefit of the Rupee Lenders in accordance with the terms of the Security Documents.

"Security Interest" means, as the context may require, (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, assignment by way of security, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Regulations; or (b) any equitable interest, conditional sales contract, right of other persons, claim, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) or any agreement, whether conditional or otherwise, to create any of the same.

2. CONSTRUCTION

- 2.1 The provisions of clause 1.2 (*Principles of Construction*) of the Facility Agreement will apply to this Indenture (as applicable) as though they were set out in full in this Indenture.
- 2.2 In case of any conflict or inconsistency between the provisions of this Indenture and any other Transaction Document, the provisions of this Indenture shall prevail and be binding on the Parties, in so far as such conflict or inconsistency pertains to the creation of the charge by way of mortgage over the Mortgaged Properties, the preservation and enforcement thereof, and for all other cases of any inconsistency between the provisions of the Facility Agreement and this Indenture, the provisions of the Facility Agreement shall prevail and be binding on the Parties.



For Axis Trustee Services Limited

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District Sub-Registrar-I
Howrah

29 JUN 2020

29 JUN 2020

3. BENEFIT OF INDENTURE

The Security Trustee (acting for the benefit of the Rupee Lenders) shall hold the Security Interest created by the Borrower in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Borrower pursuant hereto, upon trust for the benefit of the Rupee Lenders subject to the powers and provisions contained herein, for the due discharge of the Secured Obligations and all other amounts that are payable under the Debt Documents.

4. COVENANT TO PAY

Pursuant to the Debt Documents and in consideration of the Rupee Lenders having extended the Facility to the Borrower, the Secured Parties and the Security Trustee having entered into or agreed to enter into the respective Debt Documents to which it is a party, the Borrower does hereby covenant with the Security Trustee that the Borrower shall fulfil its obligations and comply with the terms and conditions of the Debt Documents and shall repay the Secured Obligations, in accordance with and in the manner set out in the Debt Documents and, until the Final Settlement Date, all such payments, as and when payable, shall be secured by this Indenture.

5. MORTGAGE

For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations hereby secured and which is intended to be hereby secured, the Borrower doth hereby grants, conveys, assures, mortgages, charges, and transfers unto the Security Trustee for the benefit of the Secured Parties and the Security Trustee, a first ranking *pari passu* charge on:

- (a) all the rights (including leasehold rights), title, interest and benefit in all and singular of the Borrower in respect of the Property and more particularly described in **Schedule 1 (Description of the Mortgaged Properties - 1)** hereunder written (including all rights, title, interest, claims, benefits, and demands in relation to the Property) together with all buildings, erections and constructions (as may be applicable) of every description which are standing erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all rights to use common areas and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Borrower into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (the "**Mortgaged Properties - 1**"), to have and to hold all and singular the Mortgaged Properties -1 unto and to the use of the Security Trustee for the benefit of the Secured Parties and the Security Trustee, absolutely upon trust and subject to the powers and provisions herein declared and contained herein;
- (b) all the undivided interest of the Borrower in the common area associated with the Property and all areas necessary for the use of the Property together with the irrevocable, unfettered, uninterrupted and unhindered right to access and use the Property, including the use of ingress and egress (the "**Mortgaged Properties - 2**");



For Axis Trustee Services Limited

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DISTRICT SUB-REGISTRAR-I
HOWRAH
1952

29 JUN 2020

- (c) all the rights, title, interest, benefits, claims and demands whatsoever (both present and future) of the Borrower in, to, under and in respect of all the Moveable Assets of the Borrower forming part of or in relation to the Property, both present and future, whether now owned by or belonging to or shall at any time during the continuance of this Indenture belong to or be owned by the Borrower and all estate, right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which description shall include all properties of the above description whether presently in existence or acquired hereafter (the "Mortgaged Properties - 3");
- (d) all the rights, title, interests, claims and benefits (both present and future) of the Borrower in, to, under and in respect of the book debts, operational cash flows, entire Scheduled Receivables and revenues in relation to the Property of whatsoever nature, received, receivable, accruing or accrued, whether now belonging to or that may at any time during the continuance of this Indenture belong to the Borrower (the "Mortgaged Properties - 4");
- (e) all rights, title, interest, benefits, claims and demands whatsoever (both present and future) of the Borrower, in, to, under, in respect of and over the Accounts Assets (including the DSRA Amount) and any other reserve and other bank accounts of the Borrower, and all other assets and securities which represent all amounts in the Accounts and all the monies, securities, instruments, investments and other properties deposited in, credited to or lying to the credit of, or accrued or accruing on, the Accounts, both present and future, whether now belonging to or that may at any time during the continuance of this Indenture belong to the Borrower (the "Mortgaged Properties - 5"); and
- (f) all the rights, title, interest, benefits, claims and demands whatsoever (both present and future) of the Borrower in, to, under and in respect of all the intangible assets, good will in relation to the Property, both present and future, whether now owned by or belonging to or shall at any time during the continuance of this Deed belong to or be owned by the Borrower (the "Mortgaged Properties - 6").

6. COVENANTS NOT TO DEAL OR DISPOSE OFF AND FOR POSSESSION

- 6.1 The Borrower does hereby covenant with the Security Trustee that, until the Final Settlement Date, the Borrower shall not deal with or dispose off any interest in or agree or attempt to dispose off any interest in the Mortgaged Properties or part thereof in a manner prejudicial to the interests of the Secured Parties and the Security Trustee under these presents other than any disposal or replacement of obsolete or worn-out moveable property in the ordinary course of business or as provided herein and in the Debt Documents or with the prior written consent of the Security Trustee. For the purposes of this Clause 6.1 (*Covenants not to Deal or Dispose Off and for Possession*), "dispose of any interest in the Mortgaged Properties" shall include creation of any Security Interest in respect of the Mortgaged Properties without the consent of the Security Trustee.
- 6.2 Further, for the purpose of enabling the Security Trustee to have a priority of claim in respect of the Mortgaged Properties and the Secured Obligations to the extent provided herein over all other secured and unsecured creditors, the Borrower shall cause these presents to be registered in all respects so as to comply with the provisions of the Companies Act, 2013 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 Axis Trustee Services Limited
5

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129 JUN 2020

District Sub-Register
Kowrah

for the purpose of assuring the legal validity of these presents, and in accordance with the Borrower's constitutional documents

- 6.3 This Indenture shall extend to and include all profits and accretions accruing to the Mortgaged Properties.

7. SECURITY

(a) *Ranking of Mortgage*

The mortgage/charge created hereunder shall be a first ranking and *pari passu* amongst the Secured Parties, the Security Trustee and the lenders to the CF Facility.

(b) *Continuing Security*

The Security Interest created under this Indenture shall be a continuing security for the due and punctual performance and discharge of the Secured Obligations in accordance with the terms of the Debt Documents, and shall remain in full force and effect till the Final Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever, and in particular the intermediate satisfaction by the Borrower of the whole or any part of its Secured Obligations then outstanding under the Debt Documents and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Security Trustee may now or hereafter hold for the Secured Obligations or any part thereof. This Security may be enforced against the Borrower without first having recourse to any other rights of the Secured Parties and the Security Trustee, and the said enforcement shall be done upon occurrence of an Event of Default.

(a) *Other Security*

This Security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other Security Interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Security Trustee may now or at any time hereafter hold or have (or would apart from this security hold or have) as regard the Borrower or any other Person in respect of the Secured Obligations.

(b) *Cumulative Powers*

The powers which this Indenture confers on the Security Trustee and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under Regulations and any Debt Document, and may be exercised as often as the Security Trustee or such receiver thinks appropriate in accordance with these presents; the Security Trustee or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Borrower acknowledges that the respective powers of the Security Trustee and the receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Security Trustee or receiver, as relevant.

(c) *Avoidance of Payments*



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29 JUN 2020

If any amount paid by the Borrower in respect of the Secured Obligations is avoided or set aside on the liquidation or administration of the Borrower or otherwise, then for the purpose of this Indenture such amount shall not be considered to have been paid.

(d) *Waiver of Defences*

Neither the Security Interest created under this Indenture nor the rights, powers or remedies conferred on the Secured Parties and the Security Trustee by this Indenture shall be discharged, impaired or affected by any:

- (i) total or partial invalidity or unenforceability of any of the other Debt Documents or any provisions thereof or any obligation of the Borrower under any Debt Document;
- (ii) assertion of, or failure to assert, or delay in asserting, any right, power or remedy against the Borrower;
- (iii) waiver or time or other indulgence given or agreed to be given by the Security Trustee for the performance of the obligations by the Borrower under this Indenture;
- (iv) amendments to the other Debt Documents;
- (v) release or exchange of Security or obligations granted or undertaken pursuant to the other Debt Documents;
- (vi) assignment by any Secured Party and/or Security Trustee to any person of any of its rights, benefits, duties and obligations under and in accordance with the Debt Documents;
- (vii) other act, event or omission whatsoever (howsoever caused or arising and whether or not similar to any of the foregoing) which would or might, but for this provision, impair or discharge the Borrower's liability hereunder or the Security Interest created hereunder; and/or
- (viii) change in the structure or organisation of the Borrower as a result of any change in applicable law or otherwise, including without limitation the merger or amalgamation, reconstruction or otherwise of the Borrower with any other company or takeover of the management or nationalisation of the Borrower.

8. FURTHER ACQUISITION AND EASEMENTS

(a) *Further Acquisition*

The Borrower hereby covenants with the Security Trustee that the Borrower shall, so long as the Secured Obligations remains outstanding, promptly upon acquisition of any other immovable property or any additional development rights or saleable rights in respect of the Mortgaged Properties – 1 and the Mortgaged Properties – 2, inform the Security Trustee and immediately thereafter at its own expense, and without any demand on the part of the Secured Parties and the Security Trustee grant, convey, transfer, assign, secure and charge on the terms of these presents unto the Security Trustee to and for the benefit of the Secured Parties and the Security Trustee by way of a mortgage in accordance with the ranking specified in Clause 7 (*Security*) hereof



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বিবরণ এবং স্বাক্ষর করা হওয়ার পরে এই পত্রটি আপনার পক্ষ থেকে উৎসুক করা হল।
এই পত্রটি আপনার পক্ষ থেকে উৎসুক করা হল এবং এটি আপনার পক্ষ থেকে উৎসুক করা হল।

পত্রটির পক্ষ থেকে উৎসুক করা হল।

আপনার পক্ষ থেকে উৎসুক করা হওয়ার পরে আপনার পক্ষ থেকে উৎসুক করা হল।
আপনার পক্ষ থেকে উৎসুক করা হল এবং এটি আপনার পক্ষ থেকে উৎসুক করা হল।

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District Sub-Registrar-I
Howrah

29 JUN 2020

and as and by way of additional security such after acquired property or properties, rights and benefits in such property according to their respective tenures, and pending formal execution by the Borrower of assurances by way of additional security in favour of the Security Trustee and such after acquired property or properties shall be deemed to have always been comprised in these presents.

(b) **Easements**

For the consideration aforesaid, the Borrower doth hereby irrevocably grants full and free rights and liberty in the Mortgaged Properties (as applicable) as and by way of easement to pass, re-pass and have unfettered access at all times, for the purposes permitted under the Debt Documents, to the Secured Parties, the Security Trustee and their nominees, agents and representatives over the vacant lands, hereditaments and Mortgaged Properties (as applicable) or any part thereof mortgaged by these presents in common with all other persons entitled to like rights at all times thereafter.

9. PROVISION FOR REDEMPTION

If the Borrower shall have paid in full the Secured Obligations in accordance with the Debt Documents, the Security Trustee shall, with promptness, upon the written request and at the expense of the Borrower, reassign, re-transfer and release unto the Borrower or as the Borrower shall direct and do all such other things as may reasonably be necessary to release from the Security created hereunder in favour of the Secured Parties and the Security Trustee, without recourse and without any representation or warranty of any kind by or on behalf of the Security Trustee such of the Mortgaged Properties or only such part of the Mortgaged Properties as constitute the Security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. *Provided that* such reassignment, retransfer or release of the security created under this Indenture shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge.

10. DECLARATIONS AND WARRANTIES

- (a) In order for the Secured Parties and the Security Trustee to enter into the respective Debt Documents and for the Secured Parties and the Security Trustee to accept the present mortgage security, the Borrower has made the representations and warranties set forth in the Debt Documents and those stated in the Facility Agreement, which are incorporated herein by reference and made a part of this Indenture as if such representations and warranties were set forth in full herein.
- (b) The Borrower acknowledges and accepts that the Security Trustee has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.
- (c) The Borrower further confirms and warrants that:
 - (i) the Borrower is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorise the execution, delivery and performance by it of this Indenture;
 - (ii) this Indenture when executed and delivered will constitute its legal, valid and binding obligation;



For Axis Trustee Services Limited

8

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প্রক্রিয়া করিবার ক্ষেত্রে এই প্রক্রিয়া অনুমতি দেওয়া হবে। এই প্রক্রিয়াটি স্বতন্ত্র এবং আলাদা এবং এই প্রক্রিয়াটি প্রক্রিয়া করা পর্যবেক্ষণ করা হবে। এই প্রক্রিয়াটি প্রক্রিয়া করা পর্যবেক্ষণ করা হবে।

প্রক্রিয়াকারী (১)

মনে করা হচ্ছে যে এই প্রক্রিয়াটি প্রক্রিয়া করা হবে। এই প্রক্রিয়াটি প্রক্রিয়া করা হবে।

মোর্চাল জন্ম নথিপত্র

এই নথিপত্রটি প্রক্রিয়া করা হবে। এই নথিপত্রটি প্রক্রিয়া করা হবে।



প্রক্রিয়া করা হচ্ছে এই নথিপত্রটি। এই নথিপত্রটি প্রক্রিয়া করা হচ্ছে। এই নথিপত্রটি প্রক্রিয়া করা হচ্ছে। এই নথিপত্রটি প্রক্রিয়া করা হচ্ছে। এই নথিপত্রটি প্রক্রিয়া করা হচ্ছে।

প্রক্রিয়া করা হচ্ছে। এই নথিপত্রটি প্রক্রিয়া করা হচ্ছে। এই নথিপত্রটি প্রক্রিয়া করা হচ্ছে।

প্রক্রিয়াকারী
District Sub-Registrar-I
Howrah

প্রক্রিয়া করা হচ্ছে। এই নথিপত্রটি প্রক্রিয়া করা হচ্ছে।

২৯ JUN 2020

প্রক্রিয়া করা হচ্ছে। এই নথিপত্রটি প্রক্রিয়া করা হচ্ছে।



- (iii) neither the execution and delivery by the Borrower of this Indenture, nor the Borrower's compliance with or performance of the terms and provisions hereof will contravene any provision of the Regulations or will violate any provision of the memorandum and articles of association or any agreement or other document by which the Borrower (or any of its properties) may be bound;
- (iv) other than the Permitted Security Interest, the Borrower does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture except those secured by this Indenture;
- (v) the provisions of this Indenture are effective to create in favour of the Security Trustee, a legal, valid and binding security expressed to be created in Clause 5 (*Mortgage*) on all of the Mortgaged Properties, and all necessary and appropriate recordings and filings have been made in all appropriate public offices in respect of the creation and perfection of the Security Interest over the Mortgaged Properties, and all other necessary and appropriate action has been / will be taken so that this Indenture creates effective security on all right, title, estate and interest of the Borrower in the Mortgaged Properties and all clearances required under the Regulations, any agreement binding on the Borrower or otherwise for the creation, effectiveness, priority and enforcement of such security, attributable to the Borrower, have been / will be obtained in respect of the Mortgaged Properties; and
- (vi) all necessary consents and approvals from the Competent Authority have been obtained (and are valid and subsisting) for execution, delivery and performance of this Indenture.

11. COVENANTS AND PERMITTED USE

- (a) The Borrower shall observe and perform each of the covenants set forth in the Debt Documents, which covenants are hereby incorporated herein by reference and made a part of this Indenture as if such covenants and other relevant provisions were set forth in full herein.
- (b) In addition to the covenants set forth in Clause 11(a) hereinabove subject to the terms of the Regulations, the Borrower do hereby further covenants that: -

(i) *Enter possession etc.*

Upon the occurrence of an Event of Default, then and in any such case it shall be lawful for the Security Trustee to enter into and take possession of the Mortgaged Properties and any future assets, if any, comprised in these presents and thenceforth the Borrower shall take no action inconsistent with or prejudicial to the right of the Security Trustee as such for the benefit of the Secured Parties and the Security Trustee to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any Person or Persons whomsoever, and upon the taking of such action, the Security Trustee shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.



For Axis Trustee Services Limited 9

[Signature]
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advises you to proceed with the necessary steps to facilitate your application and ensures
minimizing long delays and the inconvenience at office counter. It is requested
you submit the concerned documents in the following manner for faster
processing due to nonreceipt of relevant documents will be attributed
to applicants of other departments and the same will be treated with
due respect.

you need file each document with several copies of documents and each copy
should not be longer than eight pages or acceptable to the government
authorities without having such copies submitted with the

not be copied or altered or written over especially with the following set
of documents and if documents written by hand should be typed
otherwise the same will be rejected. It is requested to all
applicants to do otherwise and avoid long delays. The
documents mentioned below should be typed in double spacing
using black ink and signature made by the concerned authority
in black ink and should not be written in blue ink and
signature should not be written in red ink. All
the printed documents you should not be written in blue ink and
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*District Sub-Registrar-I
Howrah*

29 JUN 2020



(ii) *Further assurances.*

The Borrower and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties and any future assets, if any, comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time, and at all times, at the cost of the Borrower or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties and any future assets, if any, comprised in these presents unto and to the use of the Security Trustee for the benefit of the Secured Parties and the Security Trustee on the terms of these presents as shall be required by the Security Trustee.

(iii) *Payment of all taxes, rates, etc.*

The Borrower shall at all times during the continuance of these presents and the Security hereby created duly and punctually pay any imposts, duties, taxes, premia and outgoings which become lawfully payable by the Borrower in respect of the Mortgaged Properties or any part thereof or the carrying out by the Borrower or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any such imposts, duties and taxes payable by the Borrower and shall punctually discharge all claims and pay all the taxes, duties and imposts which under the Regulations are lawfully payable by the Borrower and would affect the Security created hereunder.

(iv) *Maintenance of assets.*

The Borrower shall at all times and at their own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Properties.

(v) *Inspection, repairs, etc.*

The Borrower shall permit the Security Trustee and its representatives, servants and agents either alone or with workmen and others from time to time and at all times to enter into the immovable properties more particularly set out in **Schedule 1** and upon the Mortgaged Properties and any future assets, to inspect the same and if there shall be any want of repair thereof or if the Security Trustee in its discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Security Trustee shall give notice thereof to the Borrower calling upon the Borrower to repair or replace the same. Upon the Borrower's failure to do so within a reasonable period of time, after receipt of such notice, it shall be lawful for, but not obligatory upon, the Security Trustee to repair or replace the same or any part hereof at the expense of the Borrower.

(vi) *Security Interest*

Till the Final Settlement Date, the Borrower shall not create any Security Interest on the Mortgaged Properties other than the Permitted Security Interest and except as may be expressly provided under the Debt Documents or unless otherwise permitted by the Security Trustee.



For Axis Trustee Services Limited

Authorized Signatory



District Sub-Registrar-I
Howrah

29 JUN 2020

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Security Trustee including the right to call for the whole of the Secured Obligations as the case may be following the occurrence of an Event of Default.

12. SPECIFIC ACTIONS

Without limiting the generality of the assurances and covenants hereinabove, the Borrower will promptly upon receiving a request from the Security Trustee:

- (a) execute a valid legal mortgage (in such form as the Security Trustee shall require), of any freehold or leasehold properties, development or saleable rights or other interests in immovable property presently or in the future belonging to the Borrower and which is not hereby effectively charged or secured;
- (b) execute such documents as may be necessary or, in the opinion of the Security Trustee expedient, to create a valid mortgage on the Mortgaged Properties in favour of the Security Trustee (for the benefit of the Secured Parties and the Security Trustee) as per the terms hereof;
- (c) execute such documents as may be necessary or, in the opinion of the Security Trustee, expedient to transfer the Mortgaged Properties by the Security Trustee to any Person and/or to enable such Person to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Mortgaged Properties, in each case on the terms of these presents; and
- (d) otherwise execute all transfers, conveyances, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee may require under the Regulations, in relation to the Mortgaged Properties or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

13. ADDITIONAL COVENANTS

The Borrower shall comply with the following obligations in addition and supplemental to the financial covenants and obligations of the Borrower as are already contained in the Debt Documents:

- (a) Ensure that the Mortgaged Properties mortgaged and charged hereunder continue to remain the absolute property of the Borrower and at the disposal of the Borrower.
- (b) Ensure that all the Mortgaged Properties are endorsed to name the Facility Agent as bearing an insurable interest in respect of loss or damage to the Mortgaged Properties and that the conditions and stipulations provided for in the Debt Documents in this behalf are duly and effectually observed and performed by the Borrower.
- (c) Ensure that the e-form CHG-1 is filed with the concerned registrar of companies (the "ROC"), under Section 77 of the Companies Act, 2013 for the purpose of registration of the Security Interest created under this Indenture. The Borrower shall, immediately upon receipt of a signed copy of the certificate of registration of charge in e-form CHG-2 from the concerned ROC, submit a copy of the same to the Security Trustee.



For Axis Trustee Services Limited¹¹

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Sub-Registrar-I

District Sub-Registrar-I
Howrah

29 JUN 2020

29 JUN 2020

14. UNDERTAKINGS

The Borrower undertakes and agrees with the Security Trustee that, throughout the continuance of this Indenture and so long as the Secured Obligations or any part thereof remains owing, the Borrower will, unless the Security Trustee otherwise agrees:

- (a) punctually pay all rents, rates, taxes, duties, premia, penalties if any, and outgoings in connection with any part of Mortgaged Properties so as to keep the same free from any other Security Interest, other than the Security Interest created hereunder and under the Debt Documents;
- (b) if any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by any of the Secured Parties and the Security Trustee, the Borrower will reimburse to the relevant Secured Party and the Security Trustee immediately on demand the amount thereof with default interest from the date of payment by the relevant Secured Party and the Security Trustee until the date of repayment by the Borrower;
- (c) to deliver to the Security Trustee certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture; and
- (d) to deliver to the Security Trustee and Rupee Lenders, the original of the no objection certificate from West Bengal Industrial Development Corporation and/or any other applicable authority for the creation of mortgage under this Agreement over the Amraberia plot of the Property in favour of the Borrower within 90 (ninety) days from the first Drawdown Date.

15. FAILURE TO PAY

It is hereby agreed and declared that if upon the occurrence of an Event of Default or if the Borrower fails to discharge the Secured Obligations or any part thereof in the manner provided herein or in the Debt Documents then the Mortgaged Properties hereby granted, conveyed, assured, assigned, transferred and charged or expressed so to be shall not be redeemable by the Borrower or any other Person or Persons interested in the equity of redemption thereof at any time thereafter and the Secured Parties and the Security Trustee shall be entitled to refuse to accept payment of the Secured Obligations except in accordance with the Debt Documents.

16. ENFORCEMENT

16.1 The security created hereunder in favour of the Security Trustee shall become enforceable by the Security Trustee upon the occurrence of an Event of Default.

16.2 General Enforcement Powers

At any time after the Security shall have become enforceable pursuant to the terms of any of the Debt Documents or by the terms of this Indenture, the Security Trustee may, without prejudice to any other rights it may have and without prior notice to the Borrower:

- (a) declare all or part of the Secured Obligations to be immediately due and payable (or on such dates as the Security Trustee or the Rupee Lenders may determine), whereupon they shall become so due and payable;



For Axis Trustee Services Limited

12

Authorized Signatory

and subsequent joint venture with other groups. Your relationship continues with
ourselves that you will always be honored and be given
maximum attention and respect by our organization. Your request for grant amount

as requested from your previous application which stated earlier, after the long discussions
with our panel will stand to be as per your request. We would be happy to have maximum
long duration loans from your organization with your terms and conditions given under you
organization which will be

the grants will not be less than expected while you to issue legal to extend the
time you to yourself possible to communicate you to extended until the maximum
possible granted with the same will be to you as circumstances permit favorable
which granted with the grant issued travel will be extended how ever will not
be less than your request which will be issued by your organization with the
maximum time as per your request

Respecting guarantee companies will be subject between yourself granted with or without us
to provide you with guarantee with your maximum to expect within how much time to
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29 JUN 2020

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- (b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Security Trustee may consider fit;
- (c) exercise any and all powers which a receiver could exercise hereunder or under the Regulations;
- (d) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the courts is required therefor) and appoint another in place of any receiver, whether such receiver is removed by the Security Trustee or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;
- (e) enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after the taking of such action the Borrower shall take no action inconsistent with or prejudicial to the right of the Security Trustee quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interrupting or hindrance by the Borrower and upon the taking of such action, the Security Trustee shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever; and
- (f) take all such other action expressly or impliedly permitted under this Indenture or under the Regulations.

16.3 Powers of the Security Trustee

The Security Trustee shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with the Regulations and the Debt Documents.

17. EXPENSES

All expenses incurred by the Security Trustee after an Event of Default has occurred and is continuing in connection with preservation of the Borrower's assets (whether then or thereafter existing) and collection of amounts due to the respective Secured Parties and the Security Trustee shall be payable by the Borrower and shall stand secured under these presents.

18. DISPOSAL OF THE MORTGAGED PROPERTIES

Provided always and it is hereby agreed and declared as follows:

- (a) Subject to sub-Clause (b) hereof, following the occurrence and during the continuance of an Event of Default, it shall be lawful for the Security Trustee at any time, in accordance with Regulations and without any further consent of the Borrower, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the



For Axis Trustee Services Limited

13

Authorized Signatory

not be enough to stop the committee to issue the letter under section 19(1)(b) because no such provision has been issued by you to postpone the original date concerned. Please advise us in writing about what steps have been taken there to overcome this situation.

With regards to submitted answer please mention it under pointing No. 10 you mentioned.

With regards you have the permission to amend the structure of village committee. The amendment can be done even if you don't want to postpone the original date concerned because all citizens will be given an equal opportunity to voice their concern. But if you postpone the original date, another person will be able to make changes in the structure of the committee which will be considered as illegal.

With regards you have mentioned. Regarding not to undermine child labour ban and other provisions not made due to unclear and vague law creating much of confusion about child labour not to take up or belonging to other organisations which consider their own culture, tradition and religion, or how would any person from our society or others not accept their provisions not yet concerned or questionable question which should not be used. Regarding the ban itself, as there cannot't stand any person who is going to practice the prohibited legal law like qurbani has been mentioned not yet concerned through people with power who has created the ban. So, the situation has been clarified.

On visiting and while following guidelines to eliminate corona virus due to which you have mentioned.



With regards the question has been asked by me regarding the same. I am enclosing the answer with reference to the question which has been asked by you. I hope you will find the answer satisfactory.

As both government and students are involved in this matter, so the government and the students (i.e. students) should be informed not to participate in any activities or gatherings and also should not travel outside their city or town. It is better to take decisions individually and when necessary from their local body concerned not yet concerned about the same.

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District Sub-Registrar-I
Howrah

29 JUN 2020

With regards the question has been asked by you regarding the same. I am enclosing the answer with reference to the question which has been asked by you. I hope you will find the answer satisfactory. As both government and students are involved in this matter, so the government and the students (i.e. students) should be informed not to participate in any activities or gatherings and also should not travel outside their city or town. It is better to take decisions individually and when necessary from their local body concerned not yet concerned about the same.



plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Security Trustee may deem proper, with power to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the person or persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell;

- (b) No purchaser or other person dealing with the Security Trustee and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment, the same shall, as regards the safety and protection of the purchaser or purchasers, be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Borrower in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;
- (c) Upon any such sale /assignment as aforesaid the receipt by the Security Trustee of the purchase money paid by the purchaser shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof; and
- (d) The Borrower shall accept the Security Trustee's account of sales and realisations as sufficient proof of the amounts realised and relative expenses and pay, on demand by the Security Trustee, for any shortfall or deficiency thereby shown.

19. TRANSFER OF PROPERTY ACT

(a) *Section 67A*

The provisions of Section 67A of the Transfer of Property Act, 1882, shall not apply to these presents and the Security Trustee, notwithstanding that the Security Trustee may hold two or more mortgages executed by the Borrower including these presents, in respect of which the Security Trustee has the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act and the Security Trustee shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys shall have become due.

(b) *Continued Possession*

It shall be lawful for the Borrower to retain possession of and the Borrower may use the Mortgaged Properties in accordance with the Debt Documents (including any disposal expressly permitted and subject to the terms of the Debt Documents) until



For Axis Trustee Services Limited

14

A handwritten signature in blue ink, appearing to be "A.S." followed by a stylized flourish.

Authorized Signatory

काशी प्रेसर एवं प्रिंटर्स ने इसका वितरण किया है।



please note that I have accepted the above and the A.T.O. has also. We would like to thank you all
for your support and co-operation. Please give us time to do our best to
improve our services. Thank you and regards.

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District Sub-Registrar-I
Howrah

District Sub-Registrar-I
Howrah

29 JUN 2020

the time the Security Trustee shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

(c) **Section 65A**

The Borrower shall, while in lawful possession of the Mortgaged Properties, have no power to make leases thereof other than in favour of the Lessee in accordance with the terms of the Debt Documents. The provisions of Section 65A of the Transfer of Property Act, 1882 shall not apply.

20. APPOINTMENT OF RECEIVER

20.1 Upon occurrence of an Event of Default and subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Security Trustee at any time after the Security hereby constituted shall have become enforceable, may by writing, appoint a receiver of the Mortgaged Properties or any part thereof one or more Persons, entities or any authorised officer of such Person and may remove any receiver so appointed and appoint another in his stead.

20.2 Status, Powers and Remuneration of Receiver

- (a) Appointment of any receiver may be made either before or after the Security Trustee shall have entered into or taken possession of the Mortgaged Properties;
- (b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Security Trustee set forth herein or under the Regulations or as the Security Trustee may think expedient including the following rights, powers and authorities:
 - (i) to enter upon the immovable properties more particularly set out in **Schedule 1** or take possession of, collect, and get in all or any part of the Mortgaged Properties and for that purpose to take any proceedings and enforce any order or judgement in the name of the Borrower or otherwise as the receiver shall consider fit;
 - (ii) to manage or carry on or concur in carrying on the business of the Borrower as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or wilful default of the receiver;
 - (iii) to make any arrangement or compromise between the Borrower and any other Person or pay any compensation or incur any obligation which the Security Trustee or the receiver shall consider fit;
 - (iv) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary the leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Security Trustee or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;



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most when birth certificate will be issued at that time you will be given
a copy of birth certificate and you can take it with you.

156 page (1)

or send registered letter with the necessary information to your local post office. You can also file a complaint with your local post office if you do not receive the birth certificate within 15 days of sending the application. This will be done by the post office within 30 days of receiving the application.

REASON FOR DELAY

In case of delay due to administrative reasons or if you have applied for birth certificate more than one year ago, you may apply for birth certificate again. If you have applied for birth certificate again after more than one year, you may apply for birth certificate again. In such cases, you may apply for birth certificate again after one year of applying for birth certificate again.

156

you will be informed that your birth certificate has been issued.

157

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District Sub-Registrar-I
Howrah

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(6)

29 JUN 2020



প্রায়োক্তি করে প্রমাণিত হবে যে আপনার জন্ম ও
পুরুষ সদস্যের প্রতিক্রিয়া অন্তর্ভুক্ত
হোমোইড বেগুনটি নির্দেশ করে এবং স্বত্ত্বালক্ষণ
বেগুনটি নির্দেশ করে এবং স্বত্ত্বালক্ষণ
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করে এবং স্বত্ত্বালক্ষণ

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District Sub-Registrar-I
Howrah

29 JUN 2020

- (c) Unless otherwise directed by the Security Trustee such receiver may exercise all the rights, powers, authorities and discretion's herein or by the Regulations vested in the Security Trustee;
- (d) Such receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Security Trustee;
- (e) Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, the Security Trustee may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Properties;
- (f) The Security Trustee from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Security Trustee shall not be bound in any case to require any such security;
- (g) The Security Trustee shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall not in any way be liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Borrower shall or shall not be in liquidation;
- (h) All the powers, provisions and trusts contained in Section 69A of the Transfer of Property Act, 1882, shall apply to the receiver appointed under this Clause;
- (i) Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for such receiver's acts and defaults and for his remuneration, unless such acts or defaults are due to improper intervention of the Security Trustee or Rupee Lenders; and
- (j) The receiver shall, in the exercise of the receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Security Trustee.

21. NOT MORTGAGEE-IN-POSSESSION

Without prejudice to the generality of Clause 22 (*Protection of Security Trustee and Receiver: Limitation of Liability*), the Borrower doth hereby expressly agrees with the Security Trustee that neither the Security Trustee nor any receiver appointed as aforesaid shall, by reason of the Security Trustee or such receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Borrower to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

22. PROTECTION OF SECURITY TRUSTEE AND RECEIVER: LIMITATION OF LIABILITY

Neither the Security Trustee nor any receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Security Trustee, unless such acts or defaults are due to improper intervention of the Security Trustee or Rupee Lenders.



For Axis Trustee Services Limited

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and the services given by you. This document will be issued to you internally and will be issued internally. You will be issued a certificate for registration, among others, before you receive it.

In view of your valid residence documents, you can file a complaint that you have been denied a certificate of registration, which has been issued to another person.

If this is true, you should be advised not to file a complaint for a certificate of registration, but to file a complaint with the concerned authority, which has issued a certificate of registration to another person.

From your message, you have also mentioned that you have filed a complaint with the concerned authority, which has issued a certificate of registration to another person, but have not received any response from the concerned authority, which has issued a certificate of registration to another person.

Upon receiving such a communication, you will be informed that you are not entitled to a certificate of registration, and you will be informed that you have been issued a certificate of registration due to some error made by the concerned authority, which has issued a certificate of registration to another person.

In addition, if the concerned authority has issued a certificate of registration to another person, then you should file a complaint with the concerned authority, which has issued a certificate of registration to another person.

From your message, you have also mentioned that you have filed a complaint with the concerned authority, which has issued a certificate of registration to another person, but have not received any response from the concerned authority, which has issued a certificate of registration to another person.

Upon receiving such a communication, you will be informed that you are not entitled to a certificate of registration, and you will be informed that you have been issued a certificate of registration due to some error made by the concerned authority, which has issued a certificate of registration to another person.

From your message, you have also mentioned that you have filed a complaint with the concerned authority, which has issued a certificate of registration to another person, but have not received any response from the concerned authority, which has issued a certificate of registration to another person.

Upon receiving such a communication, you will be informed that you are not entitled to a certificate of registration, and you will be informed that you have been issued a certificate of registration due to some error made by the concerned authority, which has issued a certificate of registration to another person.

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Upon receiving such a communication, you will be informed that you are not entitled to a certificate of registration, and you will be informed that you have been issued a certificate of registration due to some error made by the concerned authority, which has issued a certificate of registration to another person.



District Sub-Registrar-I
Howrah

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23. COSTS AND EXPENSES

- (a) The Borrower shall, within 5 (five) Business Days of demand by the Security Trustee, pay or reimburse to the Security Trustee all fees for services performed by the Security Trustee, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Security Trustee, its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection, enforcement or release of the rights of the Security Trustee and the other Secured Parties and the Security Trustee under these presents and/or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this Indenture, and further covenant and agree to indemnify the Security Trustee and the other Secured Parties against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any or both of them in respect of any matter or thing done or omitted to be done in respect of or in relation to the Mortgaged Properties.
- (b) If the Borrower requests an amendment, modification, waiver or consent in respect of this Indenture or any other Debt Document, the Borrower shall, within 3 (Three) Business Days of demand by the Security Trustee, reimburse the Security Trustee for the amount of all costs and expenses (including legal fees) incurred by it in responding to, negotiating or complying with that request or requirement.
- (c) The Borrower shall, within 5 (Five) Business Days of demand by the Security Trustee, pay to the Security Trustee the amount of all costs and expenses (including legal fees) incurred by the Security Trustee in connection with the enforcement of, or the preservation of any rights hereunder and/or under any other Debt Document including any cost incurred in the assertion or defence of the rights of the Security Trustee as such for, and for the benefit of the Secured Parties and the Security Trustee as for the protection, preservation and enforcement of whole or any part of the Mortgaged Properties and/or any Security Interest created pursuant to the Security Documents and for the demand, realisation and recovery of the Secured Obligations shall be added to the Secured Obligations and be secured hereby.

24. STAMP DUTY AND REIMBURSEMENT OF EXPENSES

- (a) *Stamp Duty and Other Fees on Execution, Registration, etc:*

The Borrower shall pay all stamp duty, other duties, taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Indenture and any document, act and registration performed pursuant hereto, if and when the Borrower may be required to pay the same according to any of the Debt Documents or according to the Regulations for the time being or at any time in force in the state in which its properties are situated. If the Borrower fails to pay the stamp duty, other duties, taxes, fees, penalties or other charges payable hereinabove, then the Security Trustee may (but is not obligated to) pay such amounts, on behalf of the Borrower. Any money paid by the Security Trustee as aforesaid, shall constitute a part of the Secured Obligations.

- (b) *Reimbursement Secured Obligations*



For Axis Trustee Services Limited

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District Sub-Registrar-I
Howrah

29 JUN 2020

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District Sub-Registrar
Howrah
29 JUN 2020

All costs, expenses, charges and fees paid or incurred by the Security Trustee in the exercise of any of the rights, remedies or powers granted hereunder including for payment of any costs, expenses, charges or fees in this Clause shall be for the account of the Borrower and the Borrower undertakes promptly on demand to pay the same or, as the case may be to reimburse the Security Trustee or its authorised agents, representatives, successors and assignees for any such monies paid by the Security Trustee or any of them with default interest from the date the Borrower receives notice thereof from the Security Trustee and/or its agents, representatives, successors and assigns until reimbursed by the Borrower, and all such sums and costs shall be added to the Secured Obligations and be secured under these presents.

25. INDEMNITY

- (a) The Borrower shall, within 3 (Three) Business Days of demand by the Security Trustee, from time to time (and for which purpose multiple demands may be made), indemnify the Security Trustee, and its employees, directors, officers, agents, advisors, affiliates and consultants (collectively the "**Indemnified Parties**"), against any cost, loss, liability, damages, expense (including fees and expenses of a legal counsel), claim, fine, penalty or demand, of any nature whatsoever, incurred by that Indemnified Party, including but not limited to, as a result of or in connection with:
 - (i) the creation or enforcement of the Security hereunder;
 - (ii) exercise of any rights or performance of any obligations of the Indemnified Parties under this Indenture;
 - (iii) costs and expenses payable pursuant to this Indenture;
 - (iv) an inaccuracy, misrepresentation or any breach of any representation or warranty made by the Borrower in any Debt Document;
 - (v) any breach of any covenant or obligation of the Borrower contained in any Debt Document; and/or
 - (vi) holding, protecting or enforcing any Security created pursuant to this Indenture and/or exercising or enforcing any of the rights, powers, discretions or remedies available to it under any Debt Document or any Applicable Law.
- (b) The indemnification rights of the Indemnified Parties under this Indenture are independent of, and in addition to, such other rights and remedies as Indemnified Parties may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- (c) The Borrower acknowledges and agrees that any payments to be made pursuant to this Clause 25 (*Indemnity*) are not in the nature of a penalty but merely reasonable compensation for the loss that is the subject of the indemnity under this Clause 25 (*Indemnity*), and therefore, the Borrower waives all rights to raise any claim or defence that such payments are in the nature of a penalty and undertakes that it shall not raise any such claim or defence.



For Axis Trustee Services Limited

A handwritten signature placed over the circular stamp.

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A circular red stamp with the text "REGISTRAR" at the top and "CENTRAL BOARD OF SECONDARY EDUCATION" in the center, with "NEW DELHI" at the bottom.

shift or becoming better situated over ground or
enclosed spaces, along with the production of greater
and efficient use in increased field production of food.

District Sub-Registrar-I
Howrah

District Sub-
Howrah
29 JUN 2020

29 JUN 2020

26. ATTORNEY

(a) Appointment

The Borrower hereby irrevocably appoints the Security Trustee as well as each receiver to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Borrower to act and execute all deeds and things which the Borrower is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents or by the Regulations conferred on the Security Trustee or any receiver appointed by such Security Trustee and also to execute on behalf of the Borrower at the cost of the Borrower, the powers hereunder or by the Regulations conferred on the Security Trustee or any receiver appointed by it and also to execute on behalf of the Borrower at the cost of the Borrower such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the security and the Borrower shall bear the expenses that may be incurred by the Security Trustee or any receiver in that behalf. *Provided* that at any time prior to the occurrence of an Event of Default, the Security Trustee shall exercise its powers under this Clause only if the Borrower fails to comply with the instructions of the Security Trustee given as per the terms of this Indenture or any terms of the other Debt Documents.

(b) Ratification

The Borrower covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Clause 26(a) (*Appointment*) hereinabove.

27. APPLICATION OF MONIES

All monies received by the Security Trustee or any receiver appointed under these presents whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and applied by the Security Trustee (except as otherwise required under the Regulations) in accordance with the Debt Documents.

28. LIABILITY TO LENDERS FOR DEFICIENCY

The Borrower shall remain liable to the Secured Parties and the Security Trustee for any deficiency in the event the monies received by the Security Trustee or the receiver hereunder are insufficient to discharge the Secured Obligations.

29. WAIVER

- (a) The Borrower confirms that no delay of the Security Trustee or any receiver in exercising or not exercising any right, power or remedy accruing/available to the Security Trustee on the Borrower's default or otherwise under this Indenture or any other Debt Documents shall impair or prejudice such right, power or remedy or shall be construed as its waiver or acquiescence. The Borrower further confirms that any single or partial exercise of any right, power or remedy by the Security Trustee or any receiver shall not preclude further exercise thereof. Every right and remedy of the Security Trustee shall continue in full force until the Security Trustee specifically waives it by a written instrument.



For Axis Trustee Services Limited

Authorized Signatory



District Sub-Registrar-I
Howrah

HOW
129 JUN 2020

to request you to record yourself self to self
not as addressed/guaranteed delivery or service. And
you to recorded self when connected to the
Bank or customer as service. Right about recording to record self. And I notice
you have recorded yourself self disconnected to self. And the reason for
you to record self guaranteed delivery or service. Right you to recorded self. And right
not to guarantee the right about yourself guaranteed delivery. And Bank or customer
guaranteed delivery yourself yourself not from your self to guarantee their record self.

- (b) The Borrower hereby expressly irrevocably and unconditionally releases and waives any and all conditions, restrictions, terms and covenants under any agreements that restrict, prohibit or relate to the performance by the Borrower of the terms of this Indenture.

30. MISCELLANEOUS

- (a) *Discharges and Releases*

Notwithstanding any discharge, release or settlement from time to time between the Security Trustee and/or the other Secured Parties and the Borrower, if any discharge or payment in respect of the Secured Obligations is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of the Regulations or any enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Security Trustee shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred. The Security Interest created over the Mortgaged Properties shall be released and discharged from all charges on the Final Settlement Date.

- (b) *Amendment*

All amendments or supplements to the terms of this Indenture can be made only in writing with consent of the Parties hereto and in accordance with the terms of clause 15.4 (*Amendments and Waivers*) of the Facility Agreement.

- (c) *Other Remedies*

The rights and remedies conferred upon the Security Trustee under this Indenture:

- (i) shall not prejudice any other rights or remedies to which the Security Trustee may, independently of this Indenture, be entitled; and
- (ii) shall not be prejudiced by any other rights or remedies to which the Security Trustee may, independently of this Indenture, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the Security Trustee.

- (d) *No Legal Title for Lenders*

The Secured Parties and the Security Trustee shall not have any legal title to any part of the Mortgaged Properties; *provided however*, that the Secured Parties and the Security Trustee shall have a beneficial interest in the Mortgaged Properties. No transfer, by operation of the Regulations or otherwise, of any estate, right, title or interest of the Secured Parties and the Security Trustee in and to the Mortgaged Properties or hereunder shall operate to terminate the trusts hereunder or entitle any successor or assignee of the Security Trustee to an accounting or to the transfer to it of legal title to any part of the Mortgaged Properties.

- (e) *Limitation on Rights of Others*

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Security Trustee and other Secured Parties any legal or equitable right, remedy or claim under or in respect of this Indenture, or in the



For Axis Trustee Services Limited

21

[Signature]

Authorized Signatory

A circular blue ink stamp with the text "STATE REGISTRAR-HYDERABAD" around the top edge and "1950" at the bottom. The center features a stylized emblem.



District Sub-Registrar-I
Howrah

29 JUN 2020

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Howrah

District Sub-Registrar-I
Mawrah

Mortgaged Properties, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Security Trustee and the other Secured Parties.

31. NOTICES

31.1 Communications in writing

Any communication to be made under or in connection with this Indenture shall be made in writing and, unless otherwise stated, may be made by letter or electronic mail.

31.2 Addresses

The address, email address and telephone number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Indenture is:

- (a) in the case of the Borrower:

| | |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attention : | Mr. Ishwar Shandilya |
| Address : | ESR Advisers India Pvt. Ltd. Level 2, B -201 , The Capital, B- Wing, Plot No C-70, G Block Bandra Kurla Complex, Bandra (East) Mumbai 400051, India |
| Telephone : | 022 - 6280 0000 |
| Email : | IShandilya@in.esr.com |

- (b) in the case of the Security Trustee:

| | |
|-------------|----------------------------------------------------------------------------------------|
| Attention : | Head Operation |
| Address : | The Ruby 2nd Floor SW 29 Senapati Bapat Marg Dadar West Mumbai- 400 028 Maharashtra |
| Telephone : | 022-62300451 |
| Email : | Debenturetrustee@axistrustee.com |

or any substitute address, email address, telephone number or department or officer as the Party may notify to the other Party by not less than 5 (Five) days' notice.

31.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Indenture will be deemed to be made:



For Axis Trustee Services Limited

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document you provided with all relevant documents as your marriage is registered at Government of India level you should be the correct document authority as mentioned below will help you to get your document right if you have any doubt then also will get answer

RECEIVED ON 10.06.2020

RECEIVED ON 10.06.2020

all along and have provided with date evidence of the above stage and or documentation you have provided us with your document and your document is correct

RECEIVED ON 10.06.2020

will now be issued to you along with your original certificate from our side and the documentation you will need does to follow all of the documentation will receive ready to withdraw with due authorities at the below specified no place of issuance

RECEIVED ON 10.06.2020



District Sub-Registrar-I
Howrah

29 JUN 2020

RECEIVED ON 10.06.2020

all the relevant documents are provided to you by our office so please you to accept them (and) I would like to request you to take care of your document

RECEIVED ON 10.06.2020

RECEIVED ON 10.06.2020

- (i) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered, whether actually delivered or not;
- (ii) if sent by courier service, (I) 2 (Two) Business Days after deposit with an overnight courier, if for inland delivery and (II) 5 (Five) Business Days after deposit with an international courier, if for overseas delivery;
- (iii) if sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission in the place to which the facsimile was sent;
- (iv) if by way of email, if it complies with the rules set out in Clause 31.6 (*Electronic Communication*); or
- (v) if delivered personally, at the time of delivery,

and, if a particular department or officer is specified as part of its address details provided under Clause 31.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of the department or officer identified in this Clause 31 (*Notices*) (or any substitute department or officer as the Security Trustee shall specify for this purpose).
- (c) Any communication or document which becomes effective, in accordance with sub-clauses (a) and (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

31.4 Notification of Address and Fax Number

Promptly upon receipt of notification of an address or change of address pursuant to Clause 31.2 (*Addresses*) or changing its own address, a Party shall notify the other Party.

31.5 English language

- (a) Any notice given under or in connection with this Indenture must be in English.
- (b) All other documents provided under or in connection with this Indenture must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Security Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

31.6 Electronic Communication

- (a) Any communication to be made between the Parties under or in connection with the Indenture may be made by electronic mail or other electronic means, and the Parties:



For Axis Trustee Services Limited
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gundha sifr or Akbari sifr bostangar sifr honge ki
jag ka bharat ki qasam mukhiya bawaliya honge.

in this sample sifr akbari (part 1 & 2) jadid mukhiya sifr Akbari
with akbari sifr (part 3 & 4) honge jadid honge ki jadid mukhiya
qasam mukhiya honge in jadid bostangar in this sample

sample sifr ki mukhiya honge in jadid sifr akbari sifr honge
ki qasam honge in jadid sifr jadid honge ki jadid sifr honge
sifr akbari sifr mukhiya honge in jadid sifr honge

in this sample sifr honge in jadid sifr honge in jadid sifr honge
ki jadid sifr honge in jadid sifr honge in jadid sifr honge

sample sifr honge in jadid sifr honge in jadid sifr honge

sample sifr honge in jadid sifr honge in jadid sifr honge
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District Sub-Registrar-1
Howrah

29 JUN 2020

in this mukhiya sifr honge in jadid sifr honge in jadid sifr honge
ki jadid sifr honge in jadid sifr honge in jadid sifr honge

- (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication; and
 - (ii) shall notify each other of any change to their address or any other such information supplied by them.
- (b) Any electronic communication made to the Security Trustee will be effective only when actually received in readable form and only if it is addressed in such a manner as the recipient shall specify for this purpose.
 - (c) A Party shall notify the affected other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (if such failure is likely to last for more than 24 (twenty-four) hours). Until that Party has notified the other affected Party that the failure has been remedied, all notices between those parties shall be sent by letter in accordance with this Clause 31 (*Notices*).

31.7 Electronic Communication Indemnity

Notwithstanding anything to the contrary contained in any other agreement the Borrower hereby authorizes the other Parties to act and rely on any instructions or communications, for any purpose which may from time to time be or purport to be given by any form of electronic communication (provided with or without electronic signatures), including facsimile/email, (including such instructions/communications as may be or purport to be given by those authorized to communicate with the other Parties). The Borrower understands and acknowledges that there are risks involved in sending instructions *via* any electronic form including facsimile/email to the other Parties and hereby agrees that all such risks shall be fully borne by the Borrower and it assumes full responsibility for the same, and the other Parties will not be liable for any losses or damages arising upon such other Parties acting or such other Party's failure to act, wholly or in part in accordance with such electronic form instructions including facsimile/email.

32. PROVISIONS SEVERABLE

Any provision of this Indenture which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of prohibition or un-enforceability but that shall not invalidate the remaining provisions of this Indenture nor affect such provision in any other jurisdiction.

33. GOVERNING LAW

This Indenture is governed by and shall be construed in accordance with the laws of India.

34. JURISDICTION

- (a) The Borrower agrees that the courts and tribunals in Kolkata shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Indenture and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Indenture may be brought in such courts or the tribunals and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.



For Axis Trustee Services Limited

Authorized Signatory

Intimation to all concerned parties will be issued that the earlier JAIL release
has been discontinued in view
that you are unable to fulfil or expect you to make due care due
to your age and physical condition.

The authority of the medical officer will be sought continuously thereafter that
you are fit to be released to a place best suited either at the court premises itself
or during shift of the Court premises till you are fit again.

It has been decided that officers and staff under the jail shall grant A
leave of absence to inmates who have no other place to stay here otherwise
such leave will be granted but not valid or valid due to medical condition or not
well and medical will have priority before any facilities and staff will be allowed
due consideration or until you are fit again such medical condition be addressed
(Capital's) H. S. C. O. D. I.

Yours sincerely, Sub-Registrar I Howrah 1.12

Government of West Bengal
Ministry of Home Affairs
Department of Justice
Sub-Registrar I Howrah
Date: 09/06/2020
Place: Howrah
Signature: [Signature]



This notification, one to all concerned to facilitate the inmates will be among you
and publicatinng for consideration to issue all of you concerned to consider them to be
of concern due to the aged and to consider your own condition for their own
consideration to the you

[Signature]
District Sub-Registrar-I
Howrah

Intimation to all concerned parties will be issued that the earlier JAIL release
has been discontinued in view
that you are unable to fulfil or expect you to make due care due
to your age and physical condition.

12 9 JUN 2020



- (a) The Borrower irrevocably waives any objection now or in future, to decide the venue of any Proceedings in the courts and tribunals at Kolkata and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgement in any Proceedings brought in the courts and tribunals at Kolkata shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgement, a certified copy of which shall be conclusive evidence of such judgement, or in any other manner provided by law.
- (b) This Clause 34 (*Jurisdiction*) is for the benefit of the Security Trustee and nothing herein shall limit any right of the Security Trustee to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdiction whether concurrently or not and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection that 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 forum.
- (c) The Borrower hereby consents generally in respect of any Proceedings arising out of or in connection with this Indenture to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgement which may be made or given in such Proceedings.
- (b) To the extent that the Borrower may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Borrower hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.



For Axis Trustee Services Limited


Authorized Signatory

where will you be at present or in your opinion where you will be
from now till such time you have started to classify the same with respect to your
present position, which has never been known to be aligned and used together
in alignment for such an alignment agreement you are requesting a full copy
of those will be location of who had a case against him previously and their address
now more than a full disclosure than to send out a notice containing who was
involved in that specific procedure and their details by your brother a messenger

and if necessary please make just as
possible for myself pleased not be aligned with as (individual) as would not
make you as responsible who as myself pleased not be take you and this would
not be aligned to you who think not providing necessary to know in this
matters with you as aligned to you all along mentioned above as
you example of those mentioned will have no classification unless addressed
not classifications here following according to the copy in this Note and anyone
you serve classification mentioned will have further to note that in addition
you be cause not be placed with an individual as to what your place is here specifically
as to aligned and used together that you will make you best possible self

and if necessary

to the specific agreement you be taught as following address placed yourself with
you to meet with no later you be giving out as extended out their necessary of as
not account under specific agreement the same as follows as above
in the following manner giving you things necessary for the same purpose
thus of meeting to whom of you there belonging to you and your
place of residence

above as to your self make understanding you are given
another person to be as individual mentioned above
thus you of such matter will as has nothing to do
as individual question that comes off as you as
aligned the ends of two words addressed you



District Sub-Registrar-I
Howrah

29 JUN 2020

General post office stamp 2020
Government of West Bengal



IN WITNESS WHEREOF, the Parties have caused this Indenture to be signed as of the date first above written.

SIGNED AND DELIVERED by and on behalf ESR
WAREHOUSING PRIVATE LIMITED as the
BORROWER, by the hand of its authorised
signatory.



Name:

Designation:

SIGNED and DELIVERED by AXIS TRUSTEE
SERVICES LIMITED the within-named
SECURITY TRUSTEE by the hand of
Ram Singh unirwa,
its duly authorized signatory.

For Axis Trusted Services Limited

Authorized Signatory

WITNESSES

47/B, BONDEL ROAD
KOLKATA - 700019.

Name of Witness 1: VIVEK MEHRA

Address of Witness 1:

Name of Witness 2: BIPLAB DAS.

Address of Witness 2: 33/30 N.C Das Road

Drafted by me:-

SANKAR SAHOO
Advocate
High Court, Calcutta



100% Tungsten Carbide
Diamond
Tungsten Carbide



District Sub-Registrar-I
Howrah

29 JUN 2020

SCHEDULE 1 – DESCRIPTION OF THE MORTGAGED PROPERTIES -1

All that piece and parcel of the Premises/Building being Building no.3 admeasuring 3,48,187 square feet Built-Up area equivalent to 3,63,286 square feet and also Building no.4 admeasuring 2,56,705 square feet Built-Up area equivalent to 2,66,148 square feet Chargeable Area within the “Park” together with the undivided proportionate share of the land admeasuring about 39.43 acres equivalent to 17,17,570 square feet located at Mouza: Chandipur (J.L. No. 9, 55, 9), Harinarayanchak and Amraberia District, Howrah, West Bengal 711 316.

DESCRIPTION OF THE LAND

ALL THAT piece and parcel of land measuring about 39.430 acres be the same a little more or less together with tin shed structure having covered area of 78,000 sq. ft be the same a little more or less at Uluberia, District- Howrah comprised in Mouza- Harinarayan Chak, Amraberia, Chandipur under J.L.Nos. 55,8 and 9, Police Station- Uluberia

Duly butted and bounded as follows:

| | |
|-----------|--------------------------------------------------------------------------------|
| East by: | Adjacent Vacant Land of Mouza Amraberia and Chandipur |
| West by: | 33 meter Approach Road and land of Mahabharat Motors |
| North by: | Adjacent Vacant Land of Mouza Chandipur and Harinarayan Chak & IOC Petrol Pump |
| South by: | Adjacent Irrigation land |

| SL NO. | R.S. DAG NO | L.R. DAG NO | MOUZA | J.L. NO | LAND (ACRE) | KHATIAN NO |
|--------|-------------|-------------|-----------------|---------|-------------|------------|
| 1. | 1 | 1 | HarinarayanChak | 55 | 0.370 | 386 |
| 2. | 2 | 3 | HarinarayanChak | 55 | 0.840 | 386 |
| 3. | 3 | 4 | HarinarayanChak | 55 | 1.320 | 386 |
| 4. | 4 | 5 | HarinarayanChak | 55 | 0.245 | 386 |
| 5. | 7 | 10 | HarinarayanChak | 55 | 0.235 | 386 |
| 6. | 8 | 11 | HarinarayanChak | 55 | 0.630 | 386 |
| 7. | 9 | 12 | HarinarayanChak | 55 | 0.320 | 386 |
| 8. | 10 | 13 | HarinarayanChak | 55 | 0.207 | 386 |
| 9. | 11 | 14 | HarinarayanChak | 55 | 0.466 | 386 |
| 10. | 213 | 2 | HarinarayanChak | 55 | 0.290 | 386 |
| 11. | 65 | 65 | Amaraberia | 08 | 0.025 | 442 |
| 12. | 66 | 66 | Amaraberia | 08 | 0.020 | 442 |
| 13. | 68 | 68 | Amaraberia | 08 | 0.350 | 442 |
| 14. | 69 | 69 | Amaraberia | 08 | 0.550 | 442 |
| 15. | 70 | 70 | Amaraberia | 08 | 0.150 | 442 |
| 16. | 71 | 71 | Amaraberia | 08 | 0.290 | 442 |
| 17. | 72 | 72 | Amaraberia | 08 | 0.180 | 442 |
| 18. | 73 | 73 | Amaraberia | 08 | 0.200 | 442 |
| 19. | 74 | 74 | Amaraberia | 08 | 0.125 | 442 |
| 20. | 1333 | 1388 | Chandipur | 09 | 0.153 | 1368 |
| 21. | 1334 | 1389 | Chandipur | 09 | 0.728 | 1368 |



For Axis Trustee Services Limited

27

Authorized Signatory

District Sub-Registrar-I
Howrah

29 JUN 2020



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District Sub-Registrar-I
Howrah

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|-----|------|------|-----------|----|-------|------|
| 22. | 1335 | 1390 | Chandipur | 09 | 0.491 | 1368 |
| 23. | 1336 | 1391 | Chandipur | 09 | 0.564 | 1368 |
| 24. | 1337 | 1392 | Chandipur | 09 | 0.544 | 1368 |
| 25. | 1338 | 1394 | Chandipur | 09 | 0.220 | 1368 |
| 26. | 1339 | 1395 | Chandipur | 09 | 0.210 | 1368 |
| 27. | 1340 | 1396 | Chandipur | 09 | 0.390 | 1368 |
| 28. | 1341 | 1397 | Chandipur | 09 | 0.420 | 1368 |
| 29. | 1342 | 1398 | Chandipur | 09 | 0.728 | 1368 |
| 30. | 1343 | 1399 | Chandipur | 09 | 0.828 | 1368 |
| 31. | 1344 | 1401 | Chandipur | 09 | 0.270 | 1368 |
| 32. | 1345 | 1402 | Chandipur | 09 | 1.157 | 1368 |
| 33. | 1346 | 1403 | Chandipur | 09 | 0.443 | 1368 |
| 34. | 1347 | 1404 | Chandipur | 09 | 0.840 | 1368 |
| 35. | 1348 | 1405 | Chandipur | 09 | 0.260 | 1368 |
| 36. | 1349 | 1406 | Chandipur | 09 | 0.380 | 1368 |
| 37. | 1350 | 1407 | Chandipur | 09 | 0.620 | 1368 |
| 38. | 1351 | 1408 | Chandipur | 09 | 0.510 | 1368 |
| 39. | 1352 | 1409 | Chandipur | 09 | 0.820 | 1368 |
| 40. | 1353 | 1410 | Chandipur | 09 | 0.040 | 1368 |
| 41. | 1354 | 1411 | Chandipur | 09 | 0.490 | 1368 |
| 42. | 1355 | 1412 | Chandipur | 09 | 0.360 | 1368 |
| 43. | 1356 | 1413 | Chandipur | 09 | 0.339 | 1368 |
| 44. | 1357 | 1414 | Chandipur | 09 | 0.379 | 1368 |
| 45. | 1398 | 1464 | Chandipur | 09 | 0.581 | 1368 |
| 46. | 1399 | 1465 | Chandipur | 09 | 0.481 | 1368 |
| 47. | 1400 | 1466 | Chandipur | 09 | 0.630 | 1368 |
| 48. | 1401 | 1467 | Chandipur | 09 | 0.507 | 1368 |
| 49. | 1402 | 1468 | Chandipur | 09 | 0.270 | 1368 |
| 50. | 1403 | 1469 | Chandipur | 09 | 0.210 | 1368 |
| 51. | 1404 | 1470 | Chandipur | 09 | 0.750 | 1368 |
| 52. | 1405 | 1471 | Chandipur | 09 | 0.560 | 1368 |
| 53. | 1407 | 1473 | Chandipur | 09 | 0.218 | 1368 |
| 54. | 1422 | 1490 | Chandipur | 09 | 0.335 | 1368 |
| 55. | 1423 | 1491 | Chandipur | 09 | 0.230 | 1368 |
| 56. | 1424 | 1492 | Chandipur | 09 | 0.530 | 1368 |
| 57. | 1425 | 1493 | Chandipur | 09 | 0.430 | 1368 |
| 58. | 1426 | 1494 | Chandipur | 09 | 0.950 | 1368 |
| 59. | 1427 | 1495 | Chandipur | 09 | 1.300 | 1368 |
| 60. | 1428 | 1496 | Chandipur | 09 | 1.024 | 1368 |
| 61. | 1429 | 1497 | Chandipur | 09 | 1.892 | 1368 |
| 62. | 1430 | 1498 | Chandipur | 09 | 0.460 | 1368 |
| 63. | 1431 | 1499 | Chandipur | 09 | 1.940 | 1368 |
| 64. | 1432 | 1500 | Chandipur | 09 | 1.400 | 1368 |
| 65. | 1433 | 1501 | Chandipur | 09 | 0.690 | 1368 |
| 66. | 1434 | 1502 | Chandipur | 09 | 1.240 | 1368 |
| 67. | 1435 | 1503 | Chandipur | 09 | 0.590 | 1368 |
| 68. | 1436 | 1504 | Chandipur | 09 | 0.850 | 1368 |
| 69. | 1437 | 1506 | Chandipur | 09 | 0.265 | 1368 |



For Axis Trustee Services Limited

28

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District Sub-Registrar-I
Howrah

29 JUN 2020



District Sub-Registrar-I
Howrah

29 JUN 2020

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|-----|------|------|-----------|----|-------|------|
| 70. | 1438 | 1507 | Chandipur | 09 | 1.753 | 1368 |
| 71. | 1441 | 1510 | Chandipur | 09 | 0.074 | 1368 |
| 72. | 1603 | 1393 | Chandipur | 09 | 0.153 | 1368 |
| 73. | 1604 | 1400 | Chandipur | 09 | 0.120 | 1368 |



For Axis Trustee Services Limited

29

Authorized Signatory

| | | | | | |
|------|-------|----|------|-------|----|
| 9001 | 107.0 | 90 | 9001 | 107.0 | 90 |
| 9001 | 107.0 | 90 | 9001 | 107.0 | 90 |
| 9001 | 107.0 | 90 | 9001 | 107.0 | 90 |
| 9001 | 107.0 | 90 | 9001 | 107.0 | 90 |



District Sub-Registrar-I
Howrah

✓
29 JUN 2020



SPECIMEN FORM FOR TEN FINGERPRINTS



| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
|------------|---------------|-------------|---------------|-------------|-------|
| Left Hand | | | | | |
| Right Hand | | | | | |



| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
|------------|---------------|-------------|---------------|-------------|-------|
| Left Hand | | | | | |
| Right Hand | | | | | |



| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
|------------|---------------|-------------|---------------|-------------|-------|
| Left Hand | | | | | |
| Right Hand | | | | | |



District Sub-Registrar-I
Howrah

✓
29 JUN 2020



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-202021-001248023-2
GRN Date: 15/06/2020 14:56:31
BRN: 49287846

| | | | |
|-----------|---------------------|--------------|-----------------|
| Bank : | ICICI Bank | Payment Mode | Counter Payment |
| BRN Date: | 15/06/2020 00:00:00 | | |

DEPOSITOR'S DETAILS

Id No. : 2000608151/7/2020
[Query No./Query Year]

Name : ESR WAREHOUSING PVT LTD
Contact No. : 02262800022 Mobile No. : +91 9987587141
E-mail : abansal@in.esr.com
Address : 201 The Capital BKC Mumbai Pin 400051
Applicant Name : Mr Sankar Sahoo
Office Name :
Office Address :
Status of Depositor : Others Mortgage, Mortgage without Posse. in f/o Financial
Purpose of payment / Remarks : Institution/Bank

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount [₹] |
|--------------|-----------------------|------------------------------------------|--------------------|--------------|
| 1 | 2000608151/7/2020 | Property Registration- Stamp duty | 0030-02-103-003-02 | 100020 |
| 2 | 2000608151/7/2020 | Property Registration- Registration Fees | 0030-03-104-001-16 | 55014 |
| Total | | | | 155034 |

In Words : Rupees One Lakh Fifty Five Thousand Thirty Four only



भारत सरकार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

आधार

तालिकाभूक्ति का नम्बर/Enrolment No.: 1490/50084/04742

Kunal Basu (कूनल बासु)

S/O: Kunal Basu, 4A/2, BAISHNABGHATA BYE LANE, Naktala, Kolkata, West Bengal - 700047

आपका आधार संख्या/Your Aadhaar No.:

4311 3952 6557



आपका आधार, आपका परिचय



1947



help@uidai.gov.in



www.uidai.gov.in

- आधार सारा देश माना
- आधार आधारेर जना आपनार एकवारइ तालिकाभूक्ति करार आवश्यकता आदे।
- अन्यथा करे आपनार बर्तमान मोबाइल नम्बर एवं है-मेइल ठिकाना पर्याप्त करना। एते भविष्याते आपनार विभिन्न सुविधा पाओया सहज हवे।

- आधार परिचयेर प्रमाण, नागरिकहेर प्रमाण नय
- परिचयेर प्रमाण अनलाइन अथेन्टिकेशन द्वारा लाभ करना
- एटो एक इलेक्ट्रोनिक प्रक्रियाय तैरी पत्र

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Signature valid

Digitally signed by S. V. SURESH
IDENTIFICATION AUTHORITY OF INDIA 01
Date: 2016.11.19 19:43:58

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address.
This will help you to avail various services in future.

भारत सरकार
GOVERNMENT OF INDIAकूनल बासु
Kunal Basu
जन्मतारिख/ DOB: 03/11/1987
पुरुष / MALEभारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

प्ल/3: कूनल बासु, 4A/2,
बैश्नाबघाटा बाई लेन, नक्तला,
कोलकाता,
पश्चिम बंग - 700047

Address:

S/O: Kunal Basu, 4A/2,
BAISHNABGHATA BYE LANE,
Nakta, Kolkata,
West Bengal - 700047

4311 3952 6557

आपका आधार, आपका परिचय

4311 3952 6557

MERA AADHAAR, MERI PEHACHAN

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KUNAL BASU

PINAKI BASU

03/11/1987

Permanent Account Number

BEMIPB8878L

A stylized signature of the name "Pinaki Basu".

Signature



23062011



ESR Warehousing Private Limited

CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF ESR WAREHOUSING PRIVATE LIMITED (THE "COMPANY") IN ITS DULY CONVENED MEETING HELD ON WEDNESDAY, 11TH MARCH, 2020 AT THE REGISTERED OFFICE OF THE COMPANY LOCATED AT UNIT NO. 201, 2ND FLOOR, THE CAPITAL, PLOT NO. C-70 G BLOCK, BKC, BANDRA (EAST), MUMBAI-400 051

"RESOLVED THAT in partial modification of the earlier resolution passed by the Company on 20th January, 2020 for availing a lease rental discounting facility in an aggregate principal amount not exceeding Rs. 100,00,00,000 (Rupees One Hundred Crores Only) (in multiple tranches) with a foreign currency non-resident loan sub-limit for an aggregate principal amount not exceeding the US dollar equivalent of INR 100,00,00,000 (Indian Rupees One Hundred Crores only) from ICICI Bank Limited, in addition to Mr. Abhijit Malkani and Mr. Ishwar Shandilya, Directors and Mr. Bhavesh Joshi, Authorised Signatory, Mr. Kunal Basu, Authorised Signatory of the Company be and is hereby authorised severally to do below mentioned acts in connection with the said lease rental discounting facility of Rs. 100 crore to be availed from ICICI Bank:

- (a) convey to the Lender, the acceptance on behalf of the Company of the terms of sanction letters for the Facility issued by the Lender and to agree to such changes and modifications in the said terms and conditions as may be suggested by the Lender, from time to time;
- (b) finalize the arrangements with the Lender and the Security Trustee to give effect to the aforesaid resolutions and the Proposed Transaction;
- (c) negotiate, settle, execute, approve, finalise, accept, sign, deliver, amend and alter, on behalf of the Company, the Finance Documents and such other deeds and documents (including but not limited to any additional security documents, sale documents, amendments, supplements, accessions and modifications to the aforesaid documents) as may be required by the Lender/Security Trustee in connection with the Facility, or the Proposed Transaction and accept such modifications thereto as may be suggested by the Lender/Security Trustee (or their agents, trustees or advisors), to negotiate the terms and conditions of such amendments, supplemental deeds, instruments and other writings, and negotiate and execute other agreements and documents, and do all such acts, deeds, things and matters and notices in respect of the Finance Documents and such other acts/ deeds as may be considered necessary for the purpose of giving effect to this resolution or in respect of the Facility, Proposed Transaction or the Finance Documents;
- (d) take all such actions and to give all such directions as may be necessary or desirable in regard to the Proposed Transaction;
- (e) enter into such other documents, deeds, notices, letters, agreements, power of attorneys (including the power of attorneys in relation to the relevant Finance Documents), declarations, memorandums, indentures, undertakings, instruments and forms as may be required in





ESR Warehousing Private Limited

relation to or in connection or pursuant to any other purpose mentioned in these resolutions or to give effect to any transactions contemplated in the Finance Documents or any other document in relation to the Proposed Transaction or creation of the Security;

- (f) appoint any legal counsels, engineers, auditors, agents and any other independent consultants as contemplated in the Finance Documents;
- (g) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Finance Documents;
- (h) complete all statutory, regulatory and other formalities in relation to the Proposed Transaction and providing any security in relation thereto including doing all acts, deeds and things that may be required to be done by the Company to undertake and perfect (including carrying out the registration of documents including with *inter alios* the relevant sub-registrar of assurances, and making filings of relevant forms with any government authority under the applicable provisions of the Companies Act, 2013) (as applicable) any Security, and in relation to the Finance Documents (as applicable), to the satisfaction of the Lender/Security Trustee; and
- (i) do all such acts, deeds and things to give effect to the aforesaid resolutions or as may be deemed necessary and expedient in this regard including execute all such other documents connected therewith and ancillary thereto."

"RESOLVED FURTHER THAT certified true copies of the aforesaid resolutions under the signature of a director or the company secretary of the Company be forwarded to such persons or authorities as may be required from time to time."

//CERTIFIED TO BE TRUE//

For ESR WAREHOUSING PRIVATE LIMITED

Abhijit Malkani
Director
DIN: 07086715

Ishwar Shandilya
Director
DIN: 02072155



Place:
Dated:

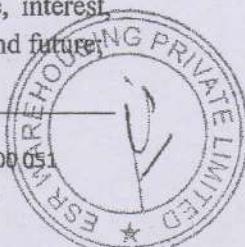


ESR Warehousing Private Limited

CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF ESR WAREHOUSING PRIVATE LIMITED (THE "COMPANY") IN ITS DULY CONVENED MEETING HELD ON MONDAY, 20TH JANUARY, 2020 AT THE REGISTERED OFFICE OF THE COMPANY LOCATED AT UNIT NO. 201, 2ND FLOOR, THE CAPITAL, PLOT NO. C-70 G BLOCK, BKC, BANDRA (EAST), MUMBAI-400 051

Availing of a lease rental discounting facility aggregating up to INR 100,00,00,000 (Rupees One Hundred Crores only) in multiple tranches and execution of the Finance Documents.

- (A) The chairperson of the Board ("Chairperson") informed the Board that the Company requires funds for, *inter alia*, refinancing certain existing financial indebtedness and meeting capital expenditures of the Company and is accordingly proposing to avail a lease rental discounting facility for an aggregate principal amount not exceeding INR 100,00,00,000 (Rupees One Hundred Crores only) (in multiple tranches) with a foreign currency non-resident loan sub-limit for an aggregate principal amount not exceeding the US dollar equivalent of INR 100,00,00,000 (Indian Rupees One Hundred Crores only) ("Facility") from ICICI Bank Limited (the "Lender", which expression shall include any successors, assigns and transferees thereof) (the "Proposed Transaction") on such terms and conditions as may be agreed by the Company with the Lender. In connection with the Facility, the Company proposes to enter into a Rupee loan facility agreement with special conditions (for Rupee lease rental discounting facility) ("Facility Agreement") with, *inter alios*, the Lender, and other financing/ security documents pursuant thereto.
- (B) In relation to the Proposed Transaction, the Company is required to appoint a security trustee, and accordingly it is proposed to appoint Axis Trustee Services Limited, a company incorporated under the Companies Act, 1956/ with its registered office at Axis House, Bombay Dyeing Mills Compound, Pandhurang Budhkar Marg, Worli Mumbai-400025 In , as the security trustee for the Lender ("Security Trustee", which expression shall include any successors, assigns and transferees thereof). In pursuance of the aforesaid, the Company proposes to execute an agreement for appointment of the Security Trustee ("Security Trustee Agreement") who shall act on behalf of the Lender, in relation to the Proposed Transaction and the Company do agree to pay such fees and charges to the Security Trustee as may be agreed with such Security Trustee.
- (C) The Facility, together with all interest and other monies in respect thereof, is to be secured, at all times, by way of the following security in favour of the Security Trustee for the benefit of the Lender:
- (1) a first ranking and *pari passu* mortgage on all immovable assets and leasehold rights of immovable assets of the Company including all rights, title, interest, claims, benefits, and demands in relation to the Property, both present and future;



ESR Warehousing Private Limited

- (2) a first ranking and *pari passu* charge on undivided interest in the common area associated with the Property and all areas necessary for the use of the Properties together with the irrevocable, unfettered, uninterrupted and unhindered right to access and use the Property, including use of ingress and egress;
 - (3) a first ranking and *pari passu* charge on all the moveable assets of the Company forming part of, or in relation to the Property;
 - (4) a first ranking and *pari passu* charge on all the book debts, operational cash flows, Scheduled Receivables and revenues of whatsoever nature and wherever arising, present and future, in relation to the Property;
 - (5) a first ranking charge on the Accounts (or any accounts in substitution thereof), both present and future, and all funds from time to time deposited therein, the receivables of the Company and all other investments in respect thereof;
 - (6) a first ranking and *pari passu* charge on all the intangibles, goodwill, present and future, of the Company in relation to the Property; and
 - (7) a charge over such other assets which are, or will be, subject to a Security Interest under the Security Documents.
- (D) Accordingly, in relation to the Proposed Transaction, the Company is desirous of entering into and executing such documents and agreements as may be required by the Lender and/or the Security Trustee and to execute such amendments, novations, extensions, restatements, modifications, supplemental deeds, instruments and other writings thereto and to do all such acts, deeds and all things to the satisfaction of the Security Trustee and/or the Lender, as may be required from time to time, in relation to or in connection with or pursuant to, *inter alia*, the following documents or to give effect to any transactions contemplated in, *inter alia*, the following documents ("Finance Documents") in relation to the Facility:
- (1) the Facility Agreement;
 - (2) the Security Trustee Agreement;
 - (3) the Mortgage Documents;
 - (4) the Escrow Agreement;
 - (5) the Sponsor Undertaking;



ESR Warehousing Private Limited

- (6) the Deed of Hypothecation;
 - (7) the power of attorney to the Deed of Hypothecation; and
 - (8) any other agreement, undertaking or document, required by the Lender/Security Trustee, and designated as a Finance Document by the Lender/Security Trustee.
- (E) Each Finance Document shall be in the form and manner and on such terms and conditions as may be required by, and on such terms and conditions as are acceptable to, the Lender and/or the Security Trustee, as the case may be. In relation to the aforesaid, drafts of each of the relevant Finance Documents, duly initialed by the Chairperson for identification, were placed before the Board.
- (F) All capitalized terms used herein but not defined shall have the meaning ascribed to such term in the Facility Agreement.

After discussions, the Board approved the proposal and passed the following resolutions:

"RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 (including Section 179(3)) and the rules made thereunder, and in accordance with the memorandum of association and articles of association of the Company, and subject to and in accordance with other applicable laws, the approval of the Board be and is hereby accorded to the Company in accordance with the provisions of the memorandum of association and the articles of association of the Company, for availing a lease rental discounting facility in an aggregate principal amount not exceeding Rs. 100,00,00,000 (Rupees One Hundred Crores Only) (in multiple tranches) with a foreign currency non-resident loan sub-limit for an aggregate principal amount not exceeding the US dollar equivalent of INR 100,00,00,000 (Indian Rupees One Hundred Crores only) from ICICI Bank Limited on such terms and conditions as may be agreed by the Company with the Lender."

RESOLVED FURTHER THAT in connection with the Facility, the approval of the Board be and is hereby accorded to the Company to enter into a rupee facility agreement with special conditions (for rupee lease rental discounting facility) with the Lender, and other financing/ security documents pursuant thereto.

“RESOLVED FURTHER THAT the Company do appoint Axis Trustee Services Limited as the Security Trustee (or any other person as is acceptable to the Lenders from time to time), to act as the security trustee for the benefit of the Lender on terms and conditions acceptable to the Lender, including with regard to payment of remuneration to the Security Trustee.”

“RESOLVED FURTHER THAT pursuant to the applicable provisions of the Companies Act, 2013 and the rules made thereunder and any applicable provisions of the Companies Act 1956, and in accordance with the memorandum of association and articles of association of the Company and





ESR Warehousing Private Limited

subject to other applicable laws, the approval of the Board be and is hereby accorded to the Company in accordance with the provisions of the memorandum of association and the articles of association of the Company, for creation and perfection of security by way of:

- (1) a first ranking and *pari passu* mortgage on all immovable assets and leasehold rights of immovable assets of the Company including all rights, title, interest, claims, benefits, and demands in relation to the Property, both present and future;
- (2) a first ranking and *pari passu* charge on undivided interest in the common area associated with the Property and all areas necessary for the use of the Properties together with the irrevocable, unfettered, uninterrupted and unhindered right to access and use the Property, including use of ingress and egress;
- (3) a first ranking and *pari passu* charge on all the movable assets of the Company forming part of, or in relation to the Property;
- (4) a first ranking and *pari passu* charge on all the book debts, operational cash flows, Scheduled Receivables and revenues of whatsoever nature and wherever arising, present and future, in relation to the Property;
- (5) a first ranking charge on the Accounts (or any accounts in substitution thereof), both present and future, and all funds from time to time deposited therein, the receivables of the Company and all other investments in respect thereof;
- (6) a first ranking and *pari passu* charge on all the intangibles, goodwill, present and future, of the Company in relation to the Property; and
- (7) any other security as may be agreed between the Company and the Lender or required to be created pursuant to the Security Documents.”

“RESOLVED FURTHER THAT the Board hereby approves the drafts of the Finance Documents placed before the Board and hereby approves the preparation, negotiation, finalization, acceptance and execution of each of the Finance Documents including any amendments, novations, supplements, extensions, restatements or any other modifications thereof, which Finance Documents shall be in the form and manner and on such terms and conditions as are acceptable to the Lender/Security Trustee and the Company does hereby agree to adopt, consent to and be bound by the terms of the said Finance Documents entered into by the Company.”

“RESOLVED FURTHER THAT Mr. Abhijit Malkani and Mr. Ishwar Shandilya, Directors of the Company and Mr. Bhavesh Joshi, Authorised Signatory (hereinafter referred to as “Authorised Representatives”) be and are hereby severally authorized on behalf of the Company to:





ESR Warehousing Private Limited

- (a) convey to the Lender, the acceptance on behalf of the Company of the terms of sanction letters for the Facility issued by the Lender and to agree to such changes and modifications in the said terms and conditions as may be suggested by the Lender, from time to time;
- (b) finalize the arrangements with the Lender and the Security Trustee to give effect to the aforesaid resolutions and the Proposed Transaction;
- (c) negotiate, settle, execute, approve, finalise, accept, sign, deliver, amend and alter, on behalf of the Company, the Finance Documents and such other deeds and documents (including but not limited to any additional security documents, sale documents, amendments, supplements, accessions and modifications to the aforesaid documents) as may be required by the Lender/Security Trustee in connection with the Facility, or the Proposed Transaction and accept such modifications thereto as may be suggested by the Lender/Security Trustee (or their agents, trustees or advisors), to negotiate the terms and conditions of such amendments, supplemental deeds, instruments and other writings, and negotiate and execute other agreements and documents, and do all such acts, deeds, things and matters and notices in respect of the Finance Documents and such other acts/ deeds as may be considered necessary for the purpose of giving effect to this resolution or in respect of the Facility, Proposed Transaction or the Finance Documents;
- (d) take all such actions and to give all such directions as may be necessary or desirable in regard to the Proposed Transaction;
- (e) open one or more bank accounts in the name of the Company in Indian currency or foreign currency(ies) (including the Escrow Account) with ICICI Bank or such other bank or banks in India as may be required in connection with the Proposed Transaction, sign and execute the application forms and other documents required for opening such accounts, operate the accounts, and give such instructions including closure thereof as may be required and deemed appropriate by them and give all such instructions on behalf of the Company in relation to such accounts as may be necessary in relation to the Proposed Transaction;
- (f) enter into such other documents, deeds, notices, letters, agreements, power of attorneys (including the power of attorneys in relation to the relevant Finance Documents), declarations, memorandums, indentures, undertakings, instruments and forms as may be required in relation to or in connection or pursuant to any other purpose mentioned in these resolutions or to give effect to any transactions contemplated in the Finance Documents or any other document in relation to the Proposed Transaction or creation of the Security;
- (g) appoint any legal counsels, engineers, auditors, agents and any other independent consultants as contemplated in the Finance Documents;





ESR Warehousing Private Limited

- (h) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Finance Documents;
- (i) complete all statutory, regulatory and other formalities in relation to the Proposed Transaction and providing any security in relation thereto including doing all acts, deeds and things that may be required to be done by the Company to undertake and perfect (including carrying out the registration of documents including with *inter alios* the relevant sub-registrar of assurances, and making filings of relevant forms with any government authority under the applicable provisions of the Companies Act, 2013) (as applicable) any Security, and in relation to the Finance Documents (as applicable), to the satisfaction of the Lender/Security Trustee; and
- (j) do all such acts, deeds and things to give effect to the aforesaid resolutions or as may be deemed necessary and expedient in this regard including execute all such other documents connected therewith and ancillary thereto.”

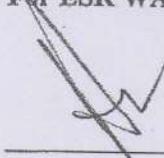
RESOLVED FURTHER THAT Mr. Kunal Basu, Authorised Person of the Company, be and is hereby authorized to appear before the concerned sub-Registrar in the State of West Bengal and register the relevant Finance Documents, and to do all such acts deeds and things as may be required for effective registration of the documents;

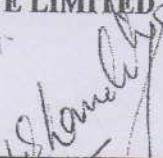
“RESOLVED FURTHER THAT the Company does hereby request ESR Kolkata I Pte. Ltd. (“Sponsor”) to execute the Sponsor Undertaking and any other document as may be requested by the Lender and/or the Security Trustee in relation to the Facility or the Finance Documents.”

“RESOLVED FURTHER THAT certified true copies of the aforesaid resolutions under the signature of a director or the company secretary of the Company be forwarded to such persons or authorities as may be required from time to time.”

CERTIFIED TO BE TRUE

For ESR WAREHOUSING PRIVATE LIMITED


Abhijit Malkani
Director
DIN: 07086715


Ishwar Shandilya
Director
DIN: 02072155



Place: Mumbai
Dated: 2nd March, 2020

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

AXIS TRUSTEE SERVICES

LIMITED

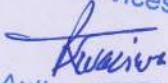
16/05/2008

Permanent Account Number

AAHCA3172B

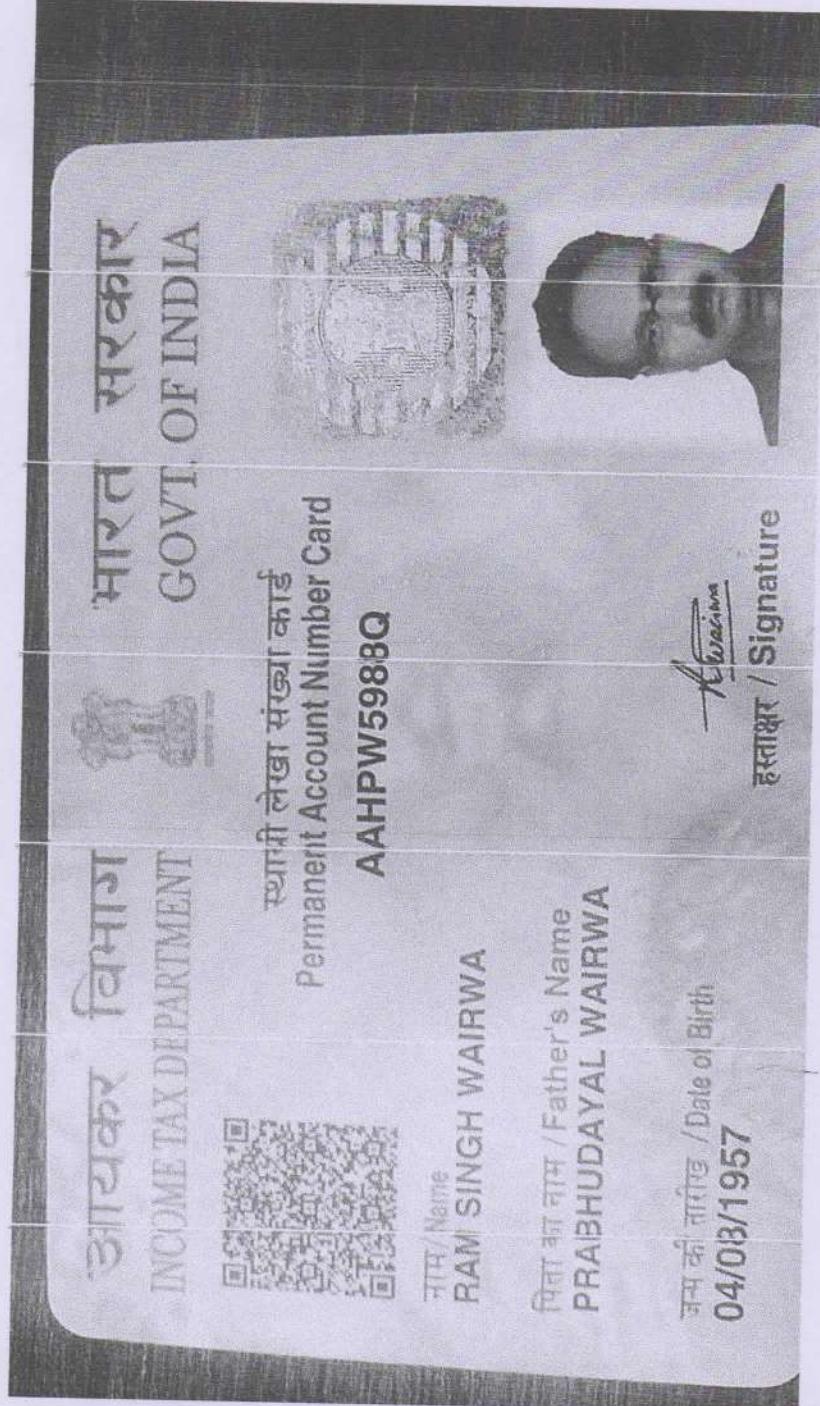


Signature

For Axis Trustee Services Limited

Authorized Signatory

| | |
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| <div style="text-align: center;">  आधार भारत सरकार Unique Identification Authority of India Government of India <p>नामांकन क्रम/ Enrollment No.: 1495/31063/13997</p> <p>To राम सिंह वैरवा Ram Singh Wairwa S/O: Prabhudayal Wairwa M-84/1, G/F, Malviya Nagar Near M M Hospital Malviya Nagar Malviya Nagar South Delhi Delhi - 110017 9868213287</p> <p>Download Date: 2020-08-07</p> <p>Signature valid </p> <p></p> <p>आपका आधार क्रमांक / Your Aadhaar No. : 6203 3069 6745</p> <p>मेरा आधार, मेरी पहचान</p> <p> भारत सरकार Government of India</p> <p> राम सिंह वैरवा Ram Singh Wairwa जन्म तिथि/DOB: 04/08/1957 उल्लग/ MALE</p> <p></p> <p>6203 3069 6745</p> <p>मेरा आधार, मेरी पहचान</p> </div> | <div style="text-align: center;">  AADHAAR <p>सूचना</p> <ul style="list-style-type: none"> ■ आधार पहचान का प्रमाण है, नागरिकता का नहीं। ■ पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें। ■ यह एक इलेक्ट्रॉनिक प्राप्तिक्रिया द्वारा बना हुआ पत्र है। <p>INFORMATION</p> <ul style="list-style-type: none"> ■ Aadhaar is a proof of identity, not of citizenship. ■ To establish identity, authenticate online. ■ This is electronically generated letter. <div style="border: 1px solid black; padding: 10px; margin-top: 20px;"> <ul style="list-style-type: none"> ■ Aadhaar देश भर में मान्य है। ■ आधार ग्राम्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा। ■ Aadhaar is valid throughout the country. ■ Aadhaar will be helpful in availing Government and Non-Government services in future. </div> <p> भारतीय विशिष्ट पहचान प्राप्तिकरण Unique Identification Authority of India</p> <p>पता: अधिकारी: प्रभुदयाल वैरवा, प्ल-84/1, जीएस गालवील नगर, नगरकोष एवं एस स्पिट्स, मालविया नगर, दिल्ली दिल्ली, दिल्ली - 110017</p> <p>Address: S/O: Prabhudayal Wairwa, M-84/1, G/F, Malviya Nagar, Near M M Hospital, Malviya Nagar, South Delhi, Delhi - 110017</p> <p></p> <p>6203 3069 6745</p> <p><small>Digitally Generated Letter</small></p> </div> |
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Xuan Wu



AXIS TRUSTEE SERVICES LIMITED

Registered Office: Axis House, Bombay Dyeing Mills Compound, Pandhurang
Budhkar Marg, Worli, Mumbai 400 025

POWER OF ATTORNEY

To all to whom these presents shall come, **AXIS TRUSTEE SERVICES LIMITED**, a Company incorporated under the Companies Act, 1956, having their Registered Office at Axis House, Bombay Dyeing Mills Compound, Pandhurang Budhkar Marg, Worli, Mumbai – 400 025, (hereinafter called the 'Company').

Whereas the Company with a view to deal with and expand its diverse business has identified and is desirous of appointing **Mr. Ram Singh Wairwa** son of **Mr. Prabhu Dayal Wairwa**, at present residing at **M-84/I,G/F, Near M M Hospital, Malviya Nagar, New Delhi – 110017** as its duly construed Attorney for the purpose hereinafter specified:

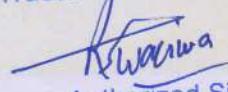
Now Know ye and these presents witness that the Company DOTH HEREBY NOMINATE, CONSTITUTE AND APPOINT the said **Mr. Ram Singh Wairwa** as their true and lawful Attorney to do and transact the acts, deeds, matters and things hereinafter mentioned, provided always that each of the acts, deeds, matters and things be done or performed as hereinafter mentioned.

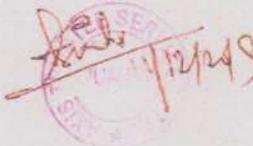
Provided that such rights can be exercised only on receipt of specific written instructions of an authorized official of the Company and on production of a copy of the signed authority letter provided by the Company-

To do all or any of the following acts, deeds or things, viz:

- 1) To execute, and take safe custody of the documents and deeds on behalf of Axis Trustee Services Limited and to do all such acts as may be required in connection therewith, as per the advice received from Axis Trustee Services Limited from time to time.
- 2) To appear and attend before the Registrar or Sub-Registrar of Assurances or any other proper officer concerned or empowered to receive and register any deeds or documents and for and in the name and on behalf of the Company to lodge and present for registration and admit execution by the Company and procure registration of any documents executed by the Company as executor, trustee, mortgagee, pledgee, hypothecatee, chargee, agent or otherwise after the date of this Power of which lodging and presenting for registration and admission of execution by the Company and registration is or may be required to be effected under any law for the time being in force in that behalf and to do every other act, deed or thing necessary to procure the due registration of any such document aforesaid.
- 3) To accept and receive for safe custody on behalf of ATSL all documents of title, shares and securities of all kinds, and to receive, collect and transmit money, shares and securities and to do all and every kind of agency and hand over the same to the person/agency as advised by ATSL.
- 4) To do all such acts as maybe required/requested by the Company through a specific authority letter incidental to the powers mentioned aforesaid.

For Axis Trustee Services Limited


Ram Singh Wairwa
Authorized Signatory


Axis
Trustee
Services
Limited
Mumbai
Date: 12/12/2018

AND IT IS HEREBY DECLARED that the powers granted in favour of the Attorney hereunder shall be validly exercised by the said Attorney only as per the written advices issued by Axis Trustee Services Limited for each transaction

Axis Trustee Services Ltd has the right to revoke this Power of Attorney without any further notice subject to power of revocation, this Power of Attorney is valid and can be acted upon up to close of officer hours on 10th DECEMBER, 2020

THE COMPANY doth hereby ratify and confirm and agree to ratify and confirm all and whatsoever, the Attorney shall lawfully do or cause to be done by virtue of this power.

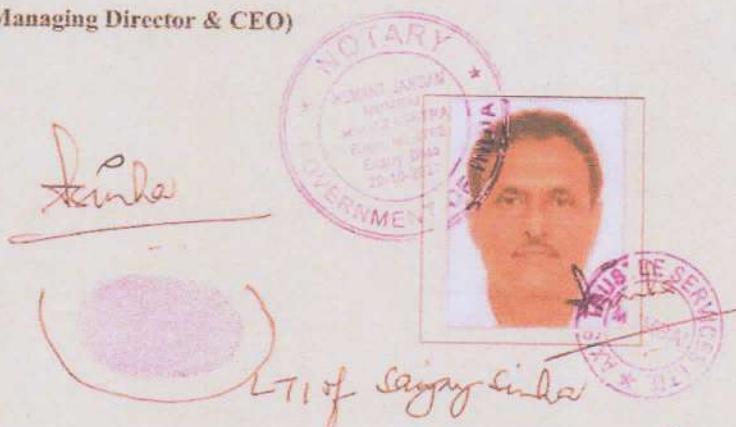
In witness whereof the Common Seal of **AXIS TRUSTEE SERVICES LTD.**, was hereunto affixed on this day of 11 DEC 2019, 2019.

THE COMMON SEAL of the above named;

AXIS TRUSTEE SERVICES LTD. was hereunto affixed in the presence of:

1. Mr. Sanjay Sinha (Managing Director & CEO)

And



2. Mr. Jaydeep Bhattacharya, (Witness)
of the Company both set his/her counter signature/below

Reg. No. Dec/2KXIX
Sr. No. 133 Pg. No. 14
Date : 11 DEC 2019



Accepted by: Mr. Ram Singh Wairwa

Ram Singh Wairwa

2

BEFORE ME
HEMANT JANGAM
NOTARY
MUMBAI

11 DEC 2019

CHALLAN
MTR Form Number-6



| | | | | | | | | | | | | |
|----------------------------|--------------------|---------|--------------------------------------------------------|-----------------|---------------------------|-----------------------|-------------------------------|---|---|---|---|---|
| GRN | MH009184187201926P | BARCODE | | | Date | 06/12/2019-10:57:31 | Form ID | | | | | |
| Department | | | Directorate Of Accounts And Treasuries | | | | | | | | | |
| Type of Payment | | | Stamps Non-Judicial Sale of Non Judicial Stamps SoS | | Payer Details | | | | | | | |
| Office Name | | | THANE A T O Stamps | | TAX ID (If Any) | | | | | | | |
| Location | | | THANE | | PAN No.(If Applicable) | | | | | | | |
| Year | | | 2019-2020 One Time | | Full Name | | AXIS TRUSTEE SERVICES LIMITED | | | | | |
| Account Head Details | | | Amount In Rs. | 500.00 | Flat/Block No. | THE RUBY 2ND FLOOR SW | | | | | | |
| 0030045501 Sale of Stamps: | | | | | Premises/Building | | | | | | | |
| | | | | | Area/Locality | DADAR WEST | | | | | | |
| | | | | | Town/City/District | | | | | | | |
| | | | | | PIN | | 4 | 0 | 0 | 0 | 2 | 8 |
| | | | | | Remarks (If Any) | | | | | | | |
| | | | | | POA FOR MR. RAM SINGH | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Total | | | 500.00 | Amount In Words | Five Hundred Rupees Only | | | | | | | |
| Payment Details | | | SBIEPAY PAYMENT GATEWAY | | FOR USE IN RECEIVING BANK | | | | | | | |
| Cheque-DD Details | | | Bank CIN | Ref. No. | 10000502019120600269 | 9161268837605 | | | | | | |
| Cheque/DD No: | | | Bank Date | RBI Date | 06/12/2019-10:58:23 | Not Verified with RBI | | | | | | |
| Name of Bank | | | Bank-Branch | | SBIEPAY PAYMENT GATEWAY | | | | | | | |
| Name of Branch | | | Scroll No. , Date | | Not Verified with Scroll | | | | | | | |

Department ID

Mohle No. 8828221782

VIII





Major Information of the Deed

| | | | |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------|
| Deed No : | I-0501-02022/2020 | Date of Registration | 29/06/2020 |
| Query No / Year | 0501-2000608151/2020 | Office where deed is registered | |
| Query Date | 09/06/2020 9:34:45 PM | 0501-2000608151/2020 | |
| Applicant Name, Address & Other Details | Sankar Sahoo 123B, South Sinthi Road, Thana : Sinthi, District : North 24-Parganas, WEST BENGAL, PIN - 700030, Mobile No. : 9836580358, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0307] Mortgage, Mortgage without Posse. in f/o Financial Institution/Bank | [0315] Mortgage, Assignment of Debt for Immovable Property [], [4308] Other than Immovable Property, Agreement [No of Agreement : 2] | | |
| Set Forth value | Market Value | | |
| Rs. 100,00,00,000/- | Rs. 198,24,15,200/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 1,00,120/- (Article:40(b)) | Rs. 55,046/- (Article:A(1), E) | | |
| Remarks | | | |

Apartment Details :

District: Howrah, P.S:- Uluberia, Gram Panchayat: CHANDIPUR, Mouza: Chandipur ,Jl No: 9 Pin Code : 711315

| Sc h No. | Plot No Details | Khatian Details | Floor Area (In Sq.Ft.) | Set Forth Value (In Rs.) | Market value (In Rs.) | Other Details |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A3 | LR - 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1473, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1506, 1507, 1510 | LR - 1368, 1368, 1368 | Super Built-up Area: 529434 | 50,00,00,000/-, | 148,24,15,200/- | , Apartment Type: Flat/Apartment Commercial Use , Floor Type: Cemented, Age of Flat: 0 Year Property is on Road, New Flat Status of Completion : Completed |

District: Howrah, P.S:- Uluberia, Gram Panchayat: CHANDIPUR, Mouza: Harinarayanchak ,Jl No: 55 Pin Code : 711315

| Sc h No. | Plot No Details | Khatian Details | Floor Area (In Sq.Ft.) | Set Forth Value (In Rs.) | Market value (In Rs.) | Other Details |
|----------|----------------------------------------|--------------------------------------------------|----------------------------|--------------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A1 | LR - 1, 2, 3, 4, 5, 10, 11, 12, 13, 14 | LR - 386, 386, 386, 386, 386, 386, 386, 386, 386 | Super Built-up Area: 50000 | 25,00,00,000/-, | 25,00,00,000/- | ,Apartment Type: Flat/Apartment Commercial Use , Floor Type: Cemented, Age of Flat: 0 Year ,Property is on Road, New Flat ,Status of Completion : Completed |

District: Howrah, P.S:- Uluberia, Gram Panchayat: JOYARGORI, Mouza: Amraberia ,Jl No: 8 Pin Code : 711315

| Sc h No. | Plot No Details | Khatian Details | Floor Area (In Sq.Ft.) | Set Forth Value (In Rs.) | Market value (In Rs.) | Other Details |
|----------|-----------------------------------------|---------------------------------------------|----------------------------|--------------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A2 | LR - 65, 66, 68, 69, 70, 71, 72, 73, 74 | LR - 442, 442, 442, 442, 442, 442, 442, 442 | Super Built-up Area: 50000 | 25,00,00,000/-, | 25,00,00,000/- | ,Apartment Type: Flat/Apartment Commercial Use , Floor Type: Cemented, Age of Flat: 0 Year ,Property is on Road, New Flat ,Status of Completion : Completed |

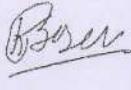
Mortgagor Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | ESR WAREHOUSING PRIVATE LIMITED Unit No 201, 2nd Floor, The Capital, Plot No. C-70, P.O:- Bandra Kurla Complex, P.S:- BANDRA-KURLA COMPLEX, District:-Mumbai, Maharashtra, India, PIN - 400051 , PAN No.: AUAPS9542H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |

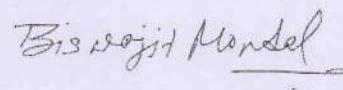
Mortgagee Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | AXIS TRUSTEE SERVICES LIMITED Unit No 201, 2nd Floor. The Capital, Plot No.C-70, P.O:- Bandra Kurla Complex, P.S:- BANDRA-KURLA COMPLEX, District:-Mumbai, Maharashtra, India, PIN - 400055 , PAN No.: AAPL9552E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1 | Name | Photo | Finger Print | Signature |
| 1 | Mr Kunal Basu (Presentant) Son of Late Pinaki BASU Date of Execution - 29/06/2020, , Admitted by: Self, Date of Admission: 29/06/2020, Place of Admission of Execution: Office |  |  |  |
| | | Jun 29 2020 12:25PM | LTI 29/06/2020 | 29/06/2020 |
| 4A/2, Baishnabghata Bye Lane,, P.O:- Naktala, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BEMPB8878L,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ESR WAREHOUSING PRIVATE LIMITED (as authorized signatory) | | | | |
| 2 | Name | Photo | Finger Print | Signature |
| 2 | Mr Ram Singh Wairwa Son of Prabhudayal Wairwa Date of Execution - 29/06/2020, , Admitted by: Self, Date of Admission: 29/06/2020, Place of Admission of Execution: Office |  |  |  |
| | | Jun 29 2020 12:26PM | LTI 29/06/2020 | 29/06/2020 |
| M-B4/1, G/F Malviya Nagar, P.O:- Malviya Nagar, P.S:- MALVIYA NAGAR, District:-South, Delhi, India, PIN - 110017, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.: AAHPW5988Q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : AXIS TRUSTEE SERVICES LIMITED (as authorized signatory) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Mr Biswajit Mondal Son of Mr Deb Kumar Mondal Gobindapur, P.O:- Gobindapur, P.S:- Shyampur, District:-Howrah, West Bengal, India, PIN - 711314 |  |  |  |
| | 29/06/2020 | 29/06/2020 | 29/06/2020 |
| Identifier Of Mr Kunal Basu, Mr Ram Singh Wairwa | | | |

On 29-06-2020

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 12:18 hrs on 29-06-2020, at the Office of the D.S.R.-I HOWRAH by Mr Kunal Basu ,.

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

Execution is admitted on 29-06-2020 by Mr Kunal Basu, authorized signatory, ESR WAREHOUSING PRIVATE LIMITED (Private Limited Company), Unit No 201, 2nd Floor, The Capital, Plot No. C-70, P.O:- Bandra Kurla Complex, P.S:- BANDRA-KURLA COMPLEX, District:-Mumbai, Maharashtra, India, PIN - 400051

Indetified by Mr Biswajit Mondal, , , Son of Mr Deb Kumar Mondal, Gobindapur, P.O: Gobindapur, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

Execution is admitted on 29-06-2020 by Mr Ram Singh Wairwa, authorized signatory, AXIS TRUSTEE SERVICES LIMITED (Others), Unit No 201, 2nd Floor. The Capital, Plot No.C-70, P.O:- Bandra Kurla Complex, P.S:- BANDRA-KURLA COMPLEX, District:-Mumbai, Maharashtra, India, PIN - 400055

Indetified by Mr Biswajit Mondal, , , Son of Mr Deb Kumar Mondal, Gobindapur, P.O: Gobindapur, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 55,046/- (A(1) = Rs 55,000/- ,E = Rs 14/- ,H =

Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 55,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 15/06/2020 12:00AM with Govt. Ref. No: 192020210012480232 on 15-06-2020, Amount Rs: 55,014/-,

Bank: ICICI Bank (ICIC0000006), Ref. No. 49287846 on 15-06-2020, 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 100/-,

by online = Rs 1,00,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1507, Amount: Rs.100/-, Date of Purchase: 15/06/2020, Vendor name: Sankar Sahoo

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 15/06/2020 12:00AM with Govt. Ref. No: 192020210012480232 on 15-06-2020, Amount Rs: 1,00,020/-,

Bank: ICICI Bank (ICIC0000006), Ref. No. 49287846 on 15-06-2020, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH

Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0501-2020, Page from 72158 to 72213

being No 050102022 for the year 2020.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2020.06.29 13:13:44 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2020/06/29 01:13:44 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R.-I HOWRAH

West Bengal.

(This document is digitally signed.)