**DEED OF HYPOTHECATION**

**THIS DEED OF HYPOTHECATION** (this “Deed”, which expression shall include the Schedule(s) hereof and all amendments made thereto from time to time) executed at Kolkata , West Bengal on the 13th day of February, 2023 set out in Schedule I hereof by the person(s) named in Schedule I hereof (the “Hypothecator”).

**IN FAVOUR OF**

**Universal Trusteeship Services Ltd**, a company incorporated under the Companies Act, 1956 and having its registered office at Premises No. 74, 7th floor, Sakhar Bhavan Nariman Point, Mumbai 400 021, India having one of its branch office at 1B/6 NICCO HOUSE 6th FLOOR, ROOM NO. – 6, KOLKATA - 700001 (the “Security Trustee”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, assigns and shall include the trustee(s) for the time being) in its capacity as the security trustee acting on behalf of and for the benefit of:

**ICICI BANK LIMITED**, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai- 400 051, and among others, a branch / office specified in Schedule I hereof (the “Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

**WHEREAS :**

1. By a master facility agreement (the “Facility Agreement”, which expression shall include all amendments made thereto from time to time) made on the day, month and year set out in Schedule I hereof between the person(s) the named in Schedule I hereof (the “Borrower”) and the Bank, the Bank has agreed to grant / extend to the Borrower and the Borrower has agreed to avail from the Bank, on the terms and conditions contained in the Facility Agreement, certain facilities not exceeding amounts in the aggregate specified in Schedule I hereof (the “Facilities”, which expression shall, as the context may permit or require, mean any or each of such Facilities).

1. One of the conditions of the Facility Agreement is that the Facilities together with all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable by the Borrower under the Facility Agreement and/or the other Transaction Documents shall be secured, inter alia, by a charge on the Assets, in a form and manner satisfactory to the Bank.

1. The Bank, acting through the Security Trustee, has called upon the Hypothecator to execute these presents which the Hypothecator has, at the request of the Borrower, agreed to do in the manner hereinafter expressed.

**NOW THEREFORE THESE PRESENTS**

**WITNESSETH THAT:**

1. In pursuance of the Facility Agreement and in consideration of the Bank having, at the request of the Hypothecator, granted / extended and/or agreed to grant / extend the Facilities to the Borrower on the terms and subject to the conditions set out in the Facility Agreement and in consideration of the premises, the Hypothecator doth hereby agrees, confirms and undertakes that the Borrower shall repay / pay the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction Documents and shall duly observe and perform all the terms and conditions of the Facility Agreement and the other Transaction Documents.

2. In pursuance of the Facility Agreement and for the consideration aforesaid, the Assets are hereby hypothecated as and by way of charge, with such ranking as is more particularly specified in Schedule I hereof, as security for and be charged with the repayment / payment of the Facilities, all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable by the Borrower under the Facility Agreement, these presents and/or the other Transaction Documents.

3. In further pursuance of the Facility Agreement and for the consideration aforesaid, the Hypothecator doth hereby further agree, declare and covenant with the Bank as follows :

1. the Hypothecator shall pay all taxes and outgoings in respect of the immoveable property, if any, underlying the Receivables and keep the same in good and marketable condition, insured against loss or damage by fire and against such other risks as may be required by the Bank and/or Security Trustee (acting on behalf of and for the interest of the Bank) and shall produce the policies of insurance to the Bank and/or Security Trustee (acting on behalf of and for the interest of the Bank) whenever required by the Bank and/or the Security Trustee (acting on behalf of and for the interest of the Bank).

1. the Bank's and/or the Security Trustee’s (acting on behalf of and for the benefit of the Bank) authorized person(s) / nominee(s) shall be entitled, at all times without notice to the Hypothecator and at the risk and expense of the Hypothecator and, if so required, as attorney for and in the name of the Hypothecator, to enter the premises of the Hypothecator and examine all records and documents in relation to the Assets, check any statements, accounts, reports, information, and do all acts, deed and things deemed necessary by the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) including breaking open of any place where the records and documents in relation to the Assets may be lying or stored or kept; ;

1. in the event of any breach or default by the Borrower in the performance of any of the terms and conditions stipulated in the Facility Agreement and/or the other Transaction Documents and/or by the Hypothecator of its obligations hereunder or in the event of the charge on the Assets having become enforceable for any reason whatsoever, the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) or their nominees or authorized persons shall, in case such breach or default is not remedied by the Borrower to the satisfaction of the Bank, without any notice and without assigning any reason and at the risk and expense of the Hypothecator and if necessary as attorney for and in the name of the Hypothecator be entitled to (without prejudice to any other rights and remedies) exercise such rights and remedies, including but not limited to enter into and upon the premises of the Hypothecator and/or any other person who has possession of the Assets, evict the persons in possession of them same, lease / rent the underlying immoveable properties to other parties, seize, recover, collect, withdraw, receive the Assets and/or any income, profits and benefits thereof without interruption or hindrance by the Hypothecator and/or by any person(s), remove, and/or sell by public auction or by private contract, or otherwise dispose of or deal with all or any part of the Assets, enforce, realise, settle, compromise and deal with any rights or claims relating thereto without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof, to be freed and discharged and well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands, charges and encumbrances whatsoever, or to direct the Hypothecator and/or other concerned person to sell, assign or otherwise liquidate, any or all of the Assets,, claim the proceeds of any such sale or liquidation, retain all amounts and/or other proceeds received or receivable by the Bank in respect of the Assets and use them, in whole or part, towards repayment / payment of all amounts in respect of the Facilities, to direct the Hypothecator and/or other concerned person in writing to deliver the Assets to the Bank and/or Security Trustee (acting on behalf of and for the interest of the Bank) on a date and time indicated by the Bank/Security Trustee (acting on behalf of and for the benefit of the Bank), in which event the Hypothecator shall, at its own expense:

1. deliver / forthwith cause the same to be delivered to the Bank and/or the Security Trustee (acting on behalf of and for the interest of the Bank);

1. provide / cause to be provided such security provisions and/or maintenance services as shall be necessary to protect the same;

Notwithstanding any pending suit or other proceeding, the Hypothecator undertakes to give immediate possession of the Assets and all records / documents in relation thereto to the nominees or authorized persons of the Bank and/or of the Security Trustee , on demand, and to transfer and to deliver to the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) all relative bills, contracts, securities and documents and the Hypothecator hereby agrees to accept the Bank's account of sales and realizations as sufficient proof of amounts realised and relative expenses and to pay on demand any shortfall thereby shown. Provided, however, that the Bank and/or the Security Trustee (acting on behalf of and for the interest of the Bank) shall not in any way be liable or responsible for any loss, damage that the relevant Assets may suffer or sustain on any account whatsoever whilst the same are in possession of the Bank and/or the Security Trustee (acting on behalf of and for the interest of the Bank) or by reason of exercise or non-exercise of rights and remedies available to the Bank and/or the Security Trustee (acting on behalf of and for the interest of the Bank) as aforesaid.

(iv) the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank), at any time after the security hereby created has become enforceable and whether or not the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) shall then have entered into or taken possession of and in addition to the powers hereinbefore conferred upon the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) after such entry into or taking possession of, may have a receiver or receivers (the “Receiver”) appointed of the Assets or any part thereof. The following provisions shall apply to such Receiver :

1. Unless otherwise directed by the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank), such Receiver shall have and exercise all powers and authorities vested in the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank);

1. Such Receiver shall, in exercise of his powers, authorities and discretions, conform to the regulation and directions from time to time made and given by the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank);

1. The Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank), may from time to time, fix the remuneration of such Receiver and shall direct payment thereof out of the Assets, but the Hypothecator alone shall be liable for the payment of such remuneration;
2. The Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) may, from time to time and at any time, require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) but the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) shall not be bound to require such security in any case;

1. The Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) may pay over to such Receiver any monies constituting part of the securities to the intent that the same may be applied for the purpose hereof by such Receiver and the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank)may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

1. Every such Receiver shall be the agent of the Hypothecator for all purposes and the Hypothecator alone shall be responsible for his acts and defaults, loss or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) shall not incur any liability or responsibility therefor by reason of their making or consenting to his appointment as such Receiver.

1. The security created hereunder shall continue to remain unaffected by reason of the relevant Account being brought to credit at any time or of its being drawn upon to the full extent and afterwards being brought to credit, and shall continue and remain in full force and effect till such time the Borrower repays / pays in full the Facilities together with all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable under the Facility Agreement and/or the other Transaction Documents and termination of the Facility Agreement

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1. All the Assets and all sale realisations and insurance proceeds thereof and all documents / records under this security shall always be kept distinguishable and held for the benefit of the Bankand specifically appropriated to this security and be dealt with only under the directions of the Bank and the Hypothecator shall not create any charge, mortgage, lien or other encumbrance upon or over the same or any part thereof except in favour of the Bank nor suffer any such charge, mortgage, lien or other encumbrance or any attachment or distress to affect the same or any part thereof nor do or allow any thing that may prejudice this security and the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof PROVIDED that except to the extent specifically permitted by the Bank hereunder or otherwise in writing, the Hypothecator shall not sell or dispose of all or any of the Assets in any manner whatsoever and the Hypothecator shall on any and every such sale or disposal pay to the Bank, if so required by them, the net proceeds of the sale or disposal in satisfaction, so far as the same shall extend, of the monies, due and payable by the Borrower to the Bank PROVIDED FURTHER that the Hypothecator, if the Bank so agrees in writing, replace outmoded equipment by equipment of equivalent or greater value.

1. The Hypothecator shall, whenever required by the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank), give full particulars to the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) of all the Assets and other assets of the Hypothecator and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) and make, furnish and execute all necessary documents to give effect to this security.

1. The Hypothecator hereby declares that the Assets are and will at all times be the absolute property of the Hypothecator at the sole disposal of the Hypothecator and subject to the charges created and/or to be created with the specific permission in writing, of the Bank be free from any charge, trust, pledge, lien, claim or encumbrance and as to future goods / assets the same shall likewise be unencumbered, absolute and disposable property of the Hypothecator with full power of disposition over the same.

1. The Hypothecator hereby appoints the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) as its attorney and authorises the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank)to act for and in the name of the Hypothecator to do whatever the Hypothecator may be required to do under this Deed and generally to use the name of the Hypothecator in the exercise of all or any of the powers by this Deed conferred on the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) and the Hypothecator shall bear the expenses that may be incurred in this regard.

1. The Hypothecator agrees and undertakes to execute such other deeds or documents as may be required by the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) to further perfect, protect and/or enforce the security created hereunder.

1. Nothing herein shall prejudice the rights or remedies of the Bank in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Borrower and/or the Hypothecator to the Bank.

1. The Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) shall not be under any liability whatsoever towards the Hypothecator or any other person for any loss or damage to the Assets from or in whatever cause or manner arising whether such Assets shall be in the possession of the Bank and/or Security Trustee (acting on behalf of and for the benefit of the Bank) or not at the time of such loss or damage or the happening of the cause thereof. The Hypothecator shall at all times indemnify and keep indemnified the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) from and against all suits, proceedings, costs, charges, claims and demands whatsoever that may at any time arise or be brought or made by any person against the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) in respect of any acts, matters and things lawfully done or caused to be done by the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) in connection with the Assets or in pursuance of the rights and power of the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) under this Deed, the Facility Agreement and the other Transaction Documents.

1. The Hypothecator hereby represents and warrants that :

1. The Hypothecator has the competence and power to execute this Deed;
2. The Hypothecator has done all acts, conditions and things required to be done, fulfilled, or performed, and all authorizations required or essential for the execution of this Deed or for the performance of the Hypothecator’s obligations in terms of and under this Deed have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened to be, revoked or cancelled;
3. This Deed has been duly and validly executed by the Hypothecator or on behalf of the Hypothecator and this Deed constitutes legal, valid and binding obligations of the Hypothecator;
4. the entry into, delivery and performance by the Hypothecator of, and the transactions contemplated by, this Deed do not and will not conflict : (i) with any law; (ii) with the constitutional documents, if any, of the Hypothecator; or (iii) with any document which is binding upon the Hypothecator or on any of its assets;
5. All amounts payable by the Hypothecator under this Deed will be made free and clear of and without deduction / withholding for or on account of any tax or levy and without any setoff;

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

1. The Hypothecator’s agreement that this Deed is governed by Indian law, is legal, valid and binding on the Hypothecator;
2. Except to the extent disclosed to the Bank, no litigation, arbitration, administrative or other proceedings are pending or threatened against the Hypothecator or its assets, which, if adversely determined, might have a Material Adverse Effect;
3. All information communicated to or supplied by or on behalf of the Hypothecator to the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) from time to time in a form and manner acceptable to the Bank, are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied; (ii) Nothing has occurred since the date of communication or supply of any information to the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) which renders such information untrue or misleading in any respect.

(xiv) The Hypothecator hereby agrees that, without the concurrence of the Hypothecator, the Borrower and the Bank shall be at liberty to vary, alter or modify the terms and conditions of the Facility Agreement and / or Transaction Documents and in particular to defer, postpone or revise the repayment of the Facilities and/or payment of interest and other monies payable by the Borrower to the Bank on such terms and conditions as may be considered necessary by the Bank including any increase in the rate of interest. The Bank shall also be at liberty to absolutely dispense with or release all or any of the security(ies) furnished / to be furnished by the Borrower to the Bank and/or to the Security Trustee (acting on behalf of and for the benefit of the Bank) to secure the Facilities. The Hypothecator agrees that the liability under this Deed shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Hypothecator is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.

(xv) The Bank shall have full liberty, without notice to the Hypothecator and without in any way affecting this Deed, to exercise at any time and in any manner any power or powers reserved to the Bank under the Facility Agreement and/or the other Transaction Documents, to enforce or forbear to enforce payment of the Facilities or any part thereof or interest or other moneys due to the Bank from the Borrower or any of the remedies or securities available to the Bank, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower, to give / grant temporary or extra overdrafts or other advances / credit facilities to the Borrower and to appropriate payments made to it by the Borrower towards repayment / payment of such overdrafts / advances / credit facilities from time to time and the Hypothecator shall not be entitled to question such appropriation or to require the Bank to appropriate such payments towards previous disbursals under the Facilities so as to reduce the liability of the Hypothecator hereunder on account of any such payments AND the Hypothecator shall not be released by the exercise by the Bank of their liberty in regard to the matters referred to above or by any act or omission on the part of the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) or by any other matter or thing whatsoever which under the law relating to sureties or otherwise would but for this provision have the effect of so releasing the Hypothecator AND the Hypothecator hereby waives in favour of the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) so far as may be necessary to give effect to any of the provisions of this Deed, all rights which the Hypothecator might otherwise be entitled to enforce. The Hypothecator also agrees that it will not be entitled to the benefit of any securities or otherwise until all the monies due to the Bank under the Facilities are fully repaid / paid.

1. This Deed shall be enforceable against the Hypothecator notwithstanding that any security(ties) comprised in any instrument(s) executed or to be executed in favour of the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) shall, at the time when the proceedings are taken against the Hypothecator on this Deed, be outstanding or unrealized or lost.

1. The Hypothecator hereby agrees and gives consent to the sale, mortgage on prior, pari-passu or subsequent charge basis, release etc., of any of the assets by the Borrower from time to time as may be approved by the Bank or the transfer of any of the assets of the Borrower from one unit to the other or to the release or lease out by the Bank any or whole of the assets charged to the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) on such terms and conditions as the Bank may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of such assets of the Borrower. The Hypothecator hereby declares and agrees that no separate consent for each such transfer, mortgage, release or lease any of such assets would be necessary in future.

1. The Hypothecator hereby agrees and declares that the Borrower will be free to avail of further loan(s) or other facilities from the Bank or any other person in addition to the Facilities and/or to secure the same during the subsistence of this Deed and in that event the security herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and binding on the Hypothecator.

1. The rights of the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) against the Hypothecator shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other security providers, if any, or notwithstanding the release of that other or others from liability and notwithstanding that any time hereafter the other security providers may cease for any reason whatsoever to be liable to the Bank, the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) shall be at liberty to require the performance by the Hypothecator of their obligations hereunder to the same extent in all respects as if the Hypothecator had at all times been solely liable to perform the said obligations.
2. The Hypothecator shall not in the event of the liquidation / insolvency of the Borrower prove in competition with the Bank in the liquidation / insolvency proceedings.

1. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence of the amount for the time being due to the Bank from the Borrower in any action or proceeding brought for enforcement of security created under this Deed .

1. This Deed shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and shall be valid and binding on the Hypothecator and operative until repayment / payment in full of all moneys due to the Bank in respect of the Facilities under the Facility Agreement and/or the other Transaction Documents and termination of the Facility Agreement.

1. The security created under this Deed shall not be affected by : (i) any change in the constitution or winding up of the Borrower / the Hypothecator or any absorption, merger or amalgamation of the Borrower / the Hypothecator with any other company, corporation or concern; or (ii) any change in the management of the Borrower / the Hypothecator or takeover of the management of the Borrower / the Hypothecator by Central or State Government or by any other authority; or (iii) acquisition or nationalization of the Borrower / the Hypothecator and/ or of any of its undertaking(s) pursuant to any law; or (iv) any change in the constitution of the Bank and/or the Security Trustee; or (v) bankruptcy / insolvency / death of the Hypothecator / the Borrower; or (vi) the absence or deficiency of powers on the part of the Hypothecator to give guarantees and/or indemnities or any irregularity in the exercise of such powers. The Hypothecator undertakes not to revoke this Deed during the subsistence of the Facility Agreement.

1. Any admission or acknowledgement in writing given or any part payment made by the Borrower in respect of the Facilities shall be binding on the Hypothecator and shall be treated as given on behalf of the Hypothecator also.

1. This Deed is in addition to and not by way of limitation of or substitution for, any other securities that the Hypothecator may have previously created or may hereafter create in favour of the Bank (whether alone or jointly with other parties) and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) and this Deed shall not revoke or limit any such other securities.

1. Any notice under this Deed shall be sufficiently given if sent by post to or left at the last known address of the Hypothecator and such notice shall be assumed to have reached the addressee in the course of post, if given by post and in proving such notice when sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any official of the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) that to the best of his /her knowledge and belief, the envelope containing the said notice was so posted shall be conclusive as against the Hypothecator, even though it was returned unserved on account of refusal of the Hypothecator or otherwise.

1. This Deed shall be governed by and construed in accordance with the laws of India.

1. The Hypothecator agrees that any legal action or proceedings arising out of this Deed may be brought by the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank), in its absolute discretion, in any competent court, tribunal or other appropriate forum having jurisdiction.

1. The Hypothecator hereby agrees, confirms and undertakes that :
2. the Bank shall, as the Bank may deem appropriate and necessary, be entitled to disclose all or any : (i) information and data relating to the Hypothecator; (ii) information or data relating to this Deed or any other securities furnished by the Hypothecator in favour of the Bank; (iii) obligations assumed / to be assumed by the Hypothecator in relation to the Facilities under this Deed or any other security furnished by the Hypothecator for any other credit facility granted / to be granted by the Bank; (iv) default, if any, committed by the Hypothecator in discharge of the aforesaid obligations, to Credit Information Bureau (India) Limited (“CIBIL”) and any other agency authorised in this behalf by Reserve Bank of India (“RBI”);
3. CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Bank in the manner as deemed fit by them;
4. CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Bank / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf;
5. the information and data furnished by the Hypothecator to the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) from time to time shall be true and correct.

1. The Hypothecator shall display / mark the Bank's and/or the Security Trustee (acting on behalf of and for the benefit of the Bank) name on the factories, premises, godowns and other places where the Assets and / or all documents / records in respect thereof are stored / kept / installed / used / lying, indicating that such Assets are hypothecated to the Bank and/or the Security Trustee (acting on behalf of and for the benefit of the Bank).

1. The provisions contained herein shall be read in conjunction with the provisions of the Facility Agreement and in the event of any inconsistency or repugnancy, the latter shall prevail to all intents and purposes.

1. Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Deed or affect such provision in any other jurisdiction.

1. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Deed to any person without any consent of or intimation to the Borrower and /or the

Hypothecator.

**SCHEDULE I ABOVE REFERRED TO**

**1A** **DETAILS OF PLACE AND DATE OF EXECUTION OF THIS DEED**

At: Kolkata in the State of West Bengal.

Date: The 13th day of February, 2023. (Two Thousand and Twenty Three).

**1B**. **DATE OF THE FACILITY AGREEMENT**

The 13th day of October, 2022. (Two Thousand and Twenty-Two).

**1C**. **AMOUNT OF THE SECURED FACILITIES**

Rupee Term Loan: Not exceeding ` 500.0 million (“**RTL-I**”)

Rupee Term Loan: Not exceeding ` 100.0 million (“**RTL-II/Upsize Facility**”)

RTL-I and RTL-II are referred to as “**RTL**”

Overdraft Facility: Not exceeding ` 100.0 million (“**OD**”) as sub-limit of RTL-I

The RTL and OD are referred to as the “**Facility**”.

**1D**. **THE BANK’S BRANCH / OFFICE ADDRESS**

ICICI Bank Limited,

Uniworth House,

3A, Gurusaday Road,

Kolkata - 700 019.

West Bengal, India

**1E. THE SECURITY TRUSTEE’S BRANCH/OFFICE**

**Universal Trusteeship Services Ltd**

**Registered** **Address**: Premises No. 74, 7th floor, Sakhar Bhavan

Nariman Point, Mumbai 400 021

**Branch Address**: 1B/6 NICCO HOUSE

6th FLOOR, ROOM NO. – 6,

KOLKATA – 700001

**2A. DETAILS OF THE HYPOTHECATOR**

1. **M/s. GANESHVANI BARTER PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
2. **M/s. JAGMATA VANIJYA PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
3. **M/s. KAMALDHAN SALES PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
4. **M/s. MAHAMANI EXPORTS PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
5. **M/s. MANGALSHIV MERCHANDISE PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
6. **M/s. NISHDIN COMMERCE PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
7. **M/s. NITYADHARA TRADELINK PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
8. **M/s. SHIVKRIPA VANIJYA PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
9. **M/s. SUBHVANI SALES PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
10. **M/s. SWARANSATHI IMPEX PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
11. **M/s. TOUCHWIN SUPPLIERS PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
12. **M/s. LOOKLINE VANIJYA PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
13. **M/s. FLOWTOP DEALERS PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
14. **M/s. FOREMOST COMMOTRADE PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.
15. **M/s. ARROWLINE CONCLAVE PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017.

The above mentioned 15 (fifteen) companies are collectively identified as “Sureka Group Property Owners” and shall collectively hereinafter be referred to as “the **HYPOTHECATOR**”. The expression “Hypothecator” shall, unless it be repugnant to the subject or context thereof, include the successors-in-interest and permitted assigns of the “Sureka Group Property Owners”.

**2B.** **DETAILS OF THE BORROWER**

**M/s. SUREKA ISHA ZION DEVELOPERS PRIVATE LIMITED**, a Company Registered under the Companies Act 1956. , having its registered office at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700 017. The expression “Borrower” shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns.

3. **A DEFINITIONS AND CONSTRUCTION**

In these presents, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings, viz. :

**“Assets”** as the context may permit or require, shall mean the Scheduled Receivables.

**“Project”** shall mean “Sunrise Aura” being developed by the Borrower at Mouza Baikunthapur Baruipur

**“Scheduled Receivables”** shall mean Receivables/cash flows/revenues (including booking amounts and / or security deposits) arising out of or in connection with or relating to the Project and all insurance proceeds both present and future.

All capitalised terms used but not defined herein shall have the respective meanings assigned to them under the Facility Agreement.

Clause 1.2 of the Facility Agreement shall apply mutatis mutandis to these presents as if expressly set out in full herein with each reference to the Facility Agreement being deemed to be a reference to this Deed.

3B. **RANKING OF CHARGES**

The Assets have been hereby hypothecated as and by way of an exclusive charge created in favour of:

**Universal Trusteeship Services Ltd**, a company incorporated under the Companies Act, 1956 and having its registered office at Premises No. 74, 7th floor, Sakhar Bhavan Nariman Point, Mumbai 400 021, India having one of its branch at 1B/6 NICCO HOUSE 6th FLOOR, ROOM NO. – 6, KOLKATA – 700001 acting on behalf of and for the benefit of ICICI Bank Limited.

**SCHEDULE II ABOVE REFERRED TO**

(Description of the Assets)

1. Exclusive charge by way of hypothecation on the Sureka Group of Property Owner’s share of Scheduled Receivables, that is, 8.5% of the total Scheduled Receivables arising out of the Project and all insurance proceeds, both present and future.

**IN WITNESS WHEREOF** the Hypothecator has caused these presents to be executed on the day, month and year hereinabove written in the manner hereinafter appearing.

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| The Common Seal of M/s. **GANESHVANI BARTER PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **JAGMATA VANIJYA PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **KAMALDHAN SALES PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **MAHAMANI EXPORTS PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **MANGALSHIV MERCHANDISE PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **NISHDIN COMMERCE PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **NITYADHARA TRADELINK PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **SHIVKRIPA VANIJYA PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **SUBHVANI SALES PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **SWARANSATHI IMPEX PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the \_\_\_\_\_\_\_\_\_\_ who have signed these presents in token thereof. |

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| The Common Seal of M/s. **TOUCHWIN SUPPLIERS PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **LOOKLINE VANIJYA PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **FLOWTOP DEALERS PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **FOREMOST COMMOTRADE PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **ARROWLINE CONCLAVE PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Hypothecator who have signed these presents in token thereof. |

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| The Common Seal of M/s. **SUREKHA ISHA ZION DEVELOPERS PRIVATE LIMITED** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_\_\_\_\_\_, hereunto been affixed in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director of the Borrower who have signed these presents as a **CONFIRMING PARTY** in token thereof. |