

सूची क्र.2

दुय्यम निबंधक : दु.नि. खालापूर

26/06/2024

दस्त क्रमांक : 3673/2024

नोंदणी :

Regn:63m

गावाचे नाव : निफाण

(1)विलेखाचा प्रकार	डिपॉझिट ऑफ टायटल डीड
(2)मोबदला	239000000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:रायगड इतर वर्णन : , इतर माहिती: , इतर माहिती: दस्तातील शेड्यूल 2 मध्ये नमूद केल्याप्रमाणे - मिळकत क्रमांक 1 - जमीन व बांधकाम सर्वे क्रमांक 6 हिस्सा क्रमांक 1 क्षेत्रफळ हेक्टर 0.54.1 आर मौजे - निफाण,तालुका - खालापूर,जिल्हा - रायगड; मिळकत क्रमांक 2 - फॅक्टरी जमीन व बांधकाम सर्वे क्रमांक 7 हिस्सा क्रमांक 1(पार्टी)क्षेत्रफळ हेक्टर 0-02-3 आर,मौजे - निफाण,तालुका - खालापूर,खोपोली,जिल्हा - रायगड;मिळकत क्रमांक 3 - फॅक्टरी जमीन व बांधकाम सर्वे क्रमांक 6 हिस्सा क्रमांक 2,3 व 4 आणि सर्वे क्रमांक 5,हिस्सा क्रमांक 2 एकूण क्षेत्र 154.70 गुंठे,मौजे - निफाण,तालुका - खालापूर,खोपोली,जिल्हा - रायगड;मिळकत क्रमांक 4 - जमीन व बांधकाम सर्वे क्रमांक 6 हिस्सा क्रमांक 7(पार्टी)क्षेत्रफळ हेक्टर 0-06-5 आर मौजे - निफाण,तालुका - खालापूर,जिल्हा - रायगड या मिळकतीचे टायटल डिपॉझिट करणेबाबत; तसेच दस्तात नमूद केल्याप्रमाणे. मुद्रांक जिल्हाधिकारी रायगड अलिबाग यांनी अभिनिर्णित केलेला दस्त क्रमांक एडीजे/1300900/524/2024 दिनांक 18/06/2024 वाढीव कर्ज रक्कम रु. 23.90 करोड एकूण कर्जाची रक्कम रु. 69.25 करोड((Survey Number : 6,7,5 ;))
(5) क्षेत्रफळ	1) 0 NA
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-कोप्रान लिमिटेड (कंपनी /बॉरोअर - लिहून देणार)तर्फे ऑथोराईज्ड सिग्रेटरी बसंत कुमार सोनी वय:-; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पारिजात हाउस, ब्लॉक नं: -, रोड नं: 1076 डॉ. ई. मोसेस रोड, वरळी मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400018 पॅन नं:-AAACK3202D
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-एसबीआयकेप ट्रस्टी कंपनी लिमिटेड (सिक्यूरिटी ट्रस्टी - लिहून घेणार)तर्फे ऑथोराईज्ड सिग्रेटरी शैलेश कोकणे वय:-; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मिर्ची भवन , ब्लॉक नं: -, रोड नं: 122 दिनशॉव वाच्छा रोड चर्चगेट मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400020 पॅन नं:-AAJCS8105J
(9) दस्तऐवज करून दिल्याचा दिनांक	21/05/2024
(10)दस्त नोंदणी केल्याचा दिनांक	26/06/2024
(11)अनुक्रमांक,खंड व पृष्ठ	3673/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	718000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	15000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणानाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

Any other case

मुद्रांक जिल्हाधिकारी, रायगड अलिबाग यांचे समोर महाराष्ट्र मुद्रांक अधिनियमाचे
अंतर्गत कलम 31 खालील प्रकरणातील आदेश.

जा.क्र.अभि प्र.क्र. 524/2024/आदेश/ 5270

दिनांक : 18/06/2024

[महाराष्ट्र मुद्रांक अधिनियमाचे कलम 31 अन्वये अंतरीम आदेश]

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1300900/524/2024 अन्वये KOPRAN LTD यांनी दिनांक 12/06/2024 रोजी अभिनिर्णयाकरीता Memorandum Of Entry असा दस्तऐवज सादर केला आहे. सदर संलेखामधील तपशिल खालीलप्रमाणे.

निष्पादन दिनांक	--	21/05/2024
संलेखाचा प्रकार	--	Memorandum Of Entry
कर्ज घेणार	--	KOPRAN LIMITED
कर्ज देणार	--	1) STATE BANK OF INDIA 2) RBL BANK 3) YES BANK LTD 4) ICICI BANK LTD
सिक्युरिटी ट्रस्टी	--	SBICAP Trustee Company Limited
कर्ज रक्कम	--	वाढीव कर्ज रक्कम- 23.90 कोटी, एकुण कर्ज रक्कम- 69.25 कोटी
संलेखातील मिळकतीचे वर्णन	--	मौजे - निफाण, ता. खालापूर (खोपोली), जि. रायगड येथील सर्व्हे नं-6 हिस्सा नं-1, सर्व्हे नं-7 हिस्सा नं-1, सर्व्हे नं-6 हिस्सा नं-2,3,4, सर्व्हे नं-5 हिस्सा नं-2, सर्व्हे नं-6 हिस्सा नं-7 पार्ट

अभिनिर्णयासाठी सादर केलेला दस्तऐवज Memorandum Of Entry असा आहे. दस्तातील मिळकत मौजे- निफाण, ता. खालापूर (खोपोली), जि. रायगड येथील सर्व्हे नं-6 हिस्सा नं-1, सर्व्हे नं-7 हिस्सा नं-1, सर्व्हे नं-6 हिस्सा नं-2,3,4, सर्व्हे नं-5 हिस्सा नं-2, सर्व्हे नं-6 हिस्सा नं-7 पार्ट अशी आहे. अनुच्छेद 6(1) (b) नुसार वरील प्रमाणे मुद्रांक शुल्क रु. 7,17,000/-, अनुच्छेद 35 नुसार मुद्रांक शुल्क रु.500/- व अनुच्छेद 48 नुसार मुद्रांक शुल्क रु.500/- असे एकुण रु.7,18,000/- इतके मुद्रांक शुल्क MOE या दस्तावर देय आहेत. तथापी पक्षकारांनी सदर दस्तास GRN NO- MH002326018202425E दि.21/05/2024 व Defacement No -0002017336202425 दि.18/06/2024 अन्वये रु.7,18,000/- इतके मुद्रांक शुल्क शासनजमा केले असल्याने सदरचा दस्त यथोचित मुद्रांकित करण्यात यावा असे मत आहे.

कर्ज रक्कम	अनुच्छेद	अनुज्ञेय मु.शु.	भरलेले मु.शु.
वाढीव कर्ज रक्कम- 23.90 कोटी, एकुण कर्ज रक्कम- 69.25 कोटी	6(1) (b),35,48	7,18,000/-	7,18,000/-



उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहिती व प्रकरणामध्ये सादर केलेल्या कागदपत्रांच्या आधारे निम्नस्वाक्षरीकार खालीलप्रमाणे अंतीम आदेश देत आहे.

क ल र
3803/2024
5/er

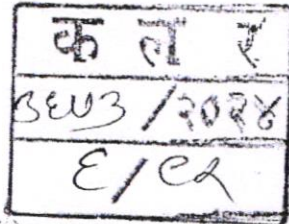
अंतीम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियमाचे अनुसुची 1 मधील अनुच्छेद 6(1) (b), 35, 48 नुसार मुद्रांक शुल्क रुपये 7,18,000/- देय होते. तथापी पक्षकारांनी प्रस्तुत दस्तास GRN NO-MH002326018202425E दि.21/05/2024 व Defacement No -0002017336202425 दि.18/06/2024 अन्वये रु.7,18,000/- इतके मुद्रांक शुल्क शासनजमा केले असल्याने सादरचा दस्त यथोचित मुद्रांकित करण्यात येत आहे.
2. महाराष्ट्र मुद्रांक अधिनियमाचे कलम -53अ च्या अधीन राहून सादरहू आदेश पारीत करणेत येत आहेत .
3. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क तसेच नोंदणी करताना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही. ह्या बाबतची सर्व जबाबदारी संबंधित पक्षकारांची राहिल. त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, रायगड हे जबाबदार राहणार नाहीत.
4. दस्ताची नोंदणी प्रक्रीया ही भारतीय नोंदणी अधिनियम 1908 व मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक महाराष्ट्र राज्य पुणे यांचे परीपत्रक क्र.का-4/प्र.क्र 617/2011/3008 दिनांक 22/12/11 नुसार होईल हे स्पष्ट करण्यात येत आहे.
5. महाराष्ट्र मुद्रांक अधिनियम कलम 28 मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क/मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी संलेखात पुर्णपणे व खरेपणाने नमुद केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञा पत्राद्वारे खात्री करुन दिली आहे. कलम 28 चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम-62 अन्वये शास्तीची कार्यवाही करणे आधिन राहून आदेश देत आहे.
6. कलम 28 चे अनुपालन न केल्याचे भविष्यात निर्देशनास आल्यास मुंबई मुद्रांक अधिनियमाचे कलम 46 व महाराष्ट्र जमिन महसुल संहिता 1966 अन्वये शास्तीसह मुद्रांक शुल्क वसुल करणेचे आधीन राहून आदेश देणेत येत आहे.
7. दस्तातील नमुद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्राच्या खरेखोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही. याबाबतची संपूर्ण जबाबदारी दस्त निष्पादकावर राहिल.
8. सादर दस्तातील नमुद मिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालु असेल तर त्याची संपूर्ण जबाबदारी दस्त निष्पादकावर राहिल.

Omant
(श्री.द.सोनवणे)

मुद्रांक जिल्हाधिकारी, रायगड

प्रती	KOPRAN LTD
पत्ता	पारिजात हाऊस, डॉ.ई मुसेस रोड वरळी मुंबई -18



ADJ/R/524 2024
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Office of the Collector of Stamp, Raigad
Certificate Under Sec.32 of Maharashtra Stamp Act. 1958
jdr.raigad@igrmaharashtra.gov.in



Received Adjudication Fee RS.
100/- vide e-Challan GRN No.
MH003124649202425E Dated
06-06-2024.

Case No. Adj/IGR110/524/2024

Certificate Number: CER-RAI-ADJ-IGR110-524-2024

Market Value/Value (if any): Rs. 1

Consideration Amount (if any): Rs. 239000000

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty of Rs. 718000/- (Rs. Seven Lakh Eighteen Thousand only) with which this instrument is chargeable under Article 6-Agreement Relating to Deposit of Title Deeds, Pawn, of Schedule I of the said Act, has been paid.

ARTICLE - 6 (1) (b), 35, 48

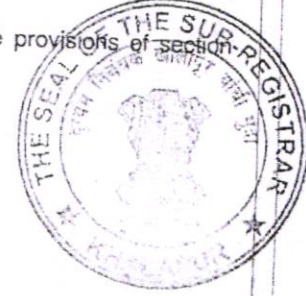
This Certificate is subject to the provisions of section 53(A) of the said Act.

Omanul
Collector of Stamps
Raigad

STAMPS

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम अन्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८, च्या तरतुदीनुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील.

Omanul
मुद्रांक जिल्हाधिकारी
Raigad



क ल र
3503/2024
e/12



Place: Raigad
Date: 18.06.2024

Omanul
Collector of Stamps
Raigad

ADJR/524 2024
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MEMORANDUM OF ENTRY

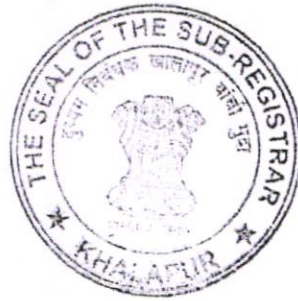
RECORDED BY

SBICAP TRUSTEE COMPANY LIMITED
(SECURITY TRUSTEE)

IN RESPECT OF IMMOVABLE PROPERTIES OF

KOPRAN LIMITED
(Borrower)

STAMPS



क ल र
3803/2024
99/12

ENTRY NO.

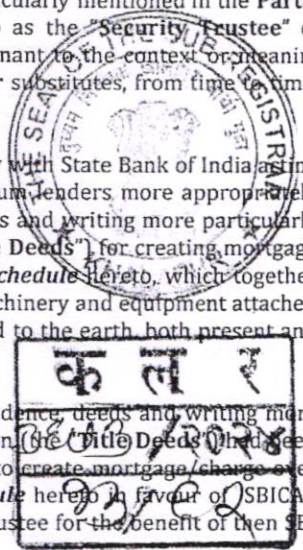
KOPRAN LIMITED

1. On the 21st day of May, 2024,

Kopran Limited, a company within the meaning of the Companies Act, 2013 and having its registered office at Parijat House, 1076, Dr. E. Moses Road, Worli, Mumbai - 400018, Maharashtra (hereinafter referred to as the "Borrower" or "Company") represented by Mr. B.K. Soni its chief financial officer, S/o. Mr. Bankat Lal Soni, R/o Vasai (W) 401202 authorized through Board Resolution dated _____ have, in relation to the Working Capital Facilities aggregating to a sum **Rs.61,25,00,000/- (Rupees Sixty One Crores Twenty Five Lakhs only) ("Working Capital Facilities")** as set out against the respective names of the Working Capital Lenders in Part A of Third Schedule hereto availed by the Borrower under and in terms of the ninth supplemental working capital consortium agreement dated 21/05/2024 executed between the Borrower and Working Capital Lenders ("**Ninth Supplemental Working Capital Consortium Agreement**") availed by Borrower/Mortgagor from **State Bank of India (SBI), The Ratnakar Bank Limited (RBL), Yes Bank Limited (YBL) and ICICI Bank Limited (ICICI)** as more particularly detailed in Part A of Third Schedule hereto (hereinafter collectively referred to as the "**Lenders**" or "**Working Capital Lenders**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include their successors, assignees, transferees and novatees, as the context may require or admit), met with Mr. Shailesh Kokane being an authorized representative of **SBICAP TRUSTEE COMPANY LIMITED**, a company established under the Companies Act, 1956 (1 of 1956) and having its Registered and Corporate office at Mistry Bhavan, 4th Floor, 122 Dinshaw Vachha Road, Near KC College, Churchgate, Mumbai 400020 in its capacity as the security trustee for the benefit of the Lenders (as defined in the Security Trustee Agreement dated 17th December 2021 as supplemented by a first supplemental security trustee agreement dated 21/05/2024 (hereinafter collectively referred to as the "**Security Trustee Agreement**") and as more particularly mentioned in the **Part A of Third Schedule hereunder**) (hereinafter referred to as the "**Security Trustee**" or "**Mortgagee**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors or substitutes, from time to time) and stated that:

2. On 30th July, 2020 (Date of Original Deposit), deposited by with State Bank of India as Lead Bank for the benefit of itself and other consortium lenders more appropriately therein mentioned, the documents of title, evidence, deeds and writing more particularly described in **First Schedule** hereunder written (the "**Title Deeds**") for creating mortgage over the immovable properties as described in **Second Schedule** hereto, which together with all buildings and structures thereon and all plant, machinery and equipment attached to the earth or permanently fastened to anything attached to the earth both present and future ("**Immovable Properties**").

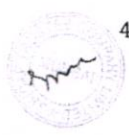
3. On 16th day of February 2022, the documents of title, evidence, deeds and writing more particularly described in **First Schedule** hereunder written (the "**Title Deeds**") had been temporarily released by the Lead Bank to the Borrower to create mortgage/charge over the immovable properties as described in **Second Schedule** hereto in favour of SBICAP Trustee Company Limited appointed to act as Security Trustee for the benefit of the SBI



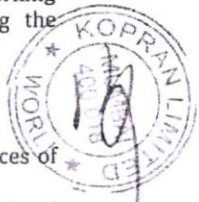
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Consortium comprising of State Bank of India, The Ratnakar Bank Limited and Yes Bank Limited by re-depositing the said Title Deeds with the Security Trustee to secure the due repayment and payment by the Company to the SBI Consortium of its working capital facilities aggregating Rs.45,35,00,000/- (**the Existing Facilities**) together with interest, additional interest, liquidated damages, compound interest, penal interest, commitment charges, guarantee commission, remuneration payable to the said Banks for costs, charges, expenses and other monies payable under the Eighth Supplemental Working Capital Consortium Agreement dated 16th February 2022 entered into among the Company and the said Banks, as may be amended from time to time.



4. Mr. B. K. Soni further stated that:



A. At the request of the Borrower and based on the representations and assurances of the Borrower,

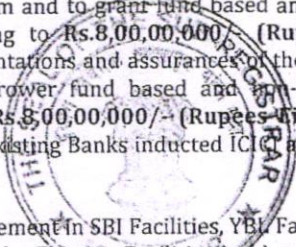
(i) SBI has agreed to grant/granted to the Borrower, the additional fund based and non-fund based working capital facilities of **Rs.2,90,00,000/- (Rupees Two Crores and Ninety Lakhs only)**, thereby enhancing its working capital limits from **Rs.16,35,00,000/- (Rupees Sixteen Crores and Thirty Five Lakh only)** to **Rs.19,25,00,000/- (Rupees Nineteen Crores and Twenty Five Lakhs only)** ("**SBI Facilities**");

(ii) Yes Bank Limited has agreed to grant/granted to the Borrower, the additional fund based and non-fund based working capital facilities of **Rs.10,00,00,000/- (Rupees Ten Crores only)**, thereby enhancing its working capital limits from **Rs.16,50,00,000/- (Rupees Sixteen Crores and Fifty Lakh only)** to **Rs.26,50,00,000/- (Rupees Twenty Six Crores Fifty Lakhs only)** ("**YBL Facilities**").

(iii) RBL Bank Limited has agreed to grant/granted to the Borrower, the additional fund based and non-fund based working capital facilities of **Rs.3,00,00,000/- (Rupees Three Crores only)**, thereby enhancing its working capital limits from **Rs.12,50,00,000/- (Rupees Twelve Crores and Fifty Lakh only)** to **Rs.15,50,00,000/- (Rupees Fifteen Crores Fifty Lakhs only)** ("**RBL Facilities**").

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B. For further financial requirements, the Borrower approached ICICI Bank Limited and requested to join the existing SBI Consortium and to grant fund based and non-fund based working capital facilities aggregating to **Rs.8,00,00,000/- (Rupees Eight Crores only)** and based on the representations and assurances of the Borrower, ICICI agreed to grant/granted to the Borrower fund based and non-fund based working capital facilities to the extent of **Rs.8,00,00,000/- (Rupees Eight Crores only)** ("**ICICI Facilities**") Accordingly, the Existing Banks inducted ICICI as a member of the SBI Consortium.



C. Pursuant to above revision/renewal/enhancement in SBI Facilities, YBL Facilities, RBL Facilities and grant of fresh ICICI Facilities, the Existing Facilities has been enhanced from **Rs.45,35,00,000/- (Rupees Forty Five Crore Thirty Five Lakh Only)** to **Rs.69,25,00,000/- (Rupees Sixty Nine Crores Twenty Five Lakhs only)** (hereinafter referred to as the "**Working Capital Facilities**" or "**Facilities**"), as more particularly set out in the Part B of Third Schedule hereunder written, on such terms and conditions set out in the ninth supplemental working capital consortium agreement dated 21/05/2024 ("**Ninth Supplemental Working Capital Consortium Agreement**") entered into among the Borrower and the said Banks, as may be amended from time to time and as specified in the respective sanction letters

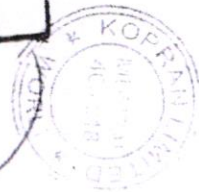


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of the said Banks as amended and modified from time to time as referred to in the Part C of Third Schedule hereunder written.

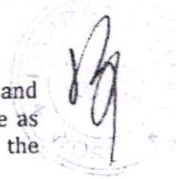
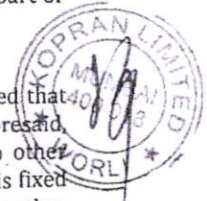
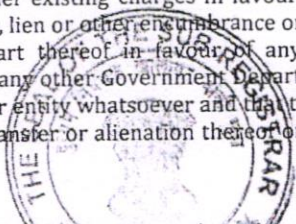
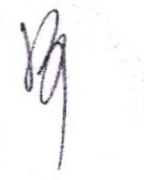
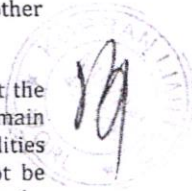
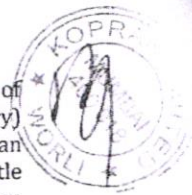
5. On the same day, i.e. 21/05/2024 Mr. B.K. Soni Authorised Person of the Borrower stated that the deposit of the Title Deeds (by way of constructive delivery) more particularly detailed in the **First Schedule** hereunder written, was made with an intention to create mortgage on the Immovable Properties by constructive deposit of Title Deeds in favour of the Security Trustee acting for the benefit of the SBI Consortium comprising of SBI, RBL, YBL and ICICI and stated that the said oral assent was made with an intent to extend the mortgage/charge on the said Immovable Properties, more particularly described in the **Second Schedule** hereunder written, as a security by way of second pari passu charge, for the enhanced working capital facilities aggregating to a sum of **Rs.23,90,00,000/- (Rupees Twenty Three Crores Ninety Lakhs Only)** granted/ agreed to be granted by SBI, RBL and ICICI, thereby enhancing the Existing Working Capital Facilities from **Rs.45,35,00,000/- (Rupees Forty Five Crore Thirty Five Lakh Only)** to **Rs.69,25,00,000/- (Rupees Sixty Nine Crores Twenty Five Lakhs only)** as set out against the said Banks' respective names in **Part B of the Third Schedule** hereunder written together with all interest, discount, commission, charges and costs (as between advocate and client) and expenses payable by the Borrower to the said Lenders under the Ninth Supplemental Working Capital Consortium Agreement and other documents in relation thereto, as amended and/or supplemented from time to time.

6. Mr. B.K. Soni Authorised Person of the Borrower, further stated that the said title deeds, in respect of the said immovable properties shall continue to remain deposited with the Security Trustee for securing the Working Capital Facilities granted/agreed to be granted by the said Lenders to the Borrower and shall not be redelivered or released until the due repayment, discharge and redemption by the Borrower of the said Working Capital Facilities so secured as aforesaid.

7. Mr. B.K. Soni Authorised Person of the Borrower further stated that save and except the mortgage/charges in favour of the said Lenders for securing the due repayment, discharge and redemption by the Borrower of the said Lenders' respective Working Capital Facilities as aforesaid and other existing charges in favour of the term lenders, there is no subsisting mortgage, charge, lien or other encumbrance or attachment on the said immovable properties or any part thereof in favour of any person, or Government or the Income Tax Department or any other Government Department or any firm or company or body corporate or society or entity whatsoever and that the Borrower has not entered into any agreement for sale, transfer or alienation thereof or any part or parts thereof.

8. Mr. B.K. Soni Authorised Person of the Borrower also acknowledged that the maximum amount intended to be secured by the said mortgages created as aforesaid, for the purpose of Section 79 of the Transfer of Property Act, 1882 and for no other purpose and without prejudice to the Borrower's full liability to the said Lenders, is fixed at **Rs.69,25,00,000/- (Rupees Sixty Nine Crores Twenty Five Lakhs only)** together with all interest thereon and all costs and charges and expenses including all other monies payable by the Borrower to the said Lenders.

9. Mr. B.K. Soni Authorised Person of the Borrower further stated and assured that the said title deeds constructively deposited with the Security Trustee as aforesaid were the only documents of title, in possession, power and control of the



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Borrower in respect of the said Immovable Properties prior to deposit thereof with the Security Trustee and further stated and assured that the Borrower has clear and marketable title thereto and that save and except the aforesaid mortgage/charges in favour of the said Lenders and existing lenders for term loans, there is no mortgage, charge, lien or other encumbrance or attachment on the said Immovable Properties or any part thereof in favour of any Government or the Income-tax Department or any other Government Department or any person, firm or company, body corporate or society or entity whatsoever and that the Borrower has not entered into any agreement for sale, transfer or alienation thereof or any part thereof and that no such mortgage, charge or lien or other encumbrance whatsoever will be created or attachment allowed to be levied on the said immovable properties or any part thereof in favour of or on behalf of any Government or Government Department or any person, firm, company, body corporate or society or entity whatsoever except with the prior written permission of the said Lenders so long as the Borrower continues to be indebted to or liable to the said Lenders on any account or in any manner whatsoever and that no proceedings for recovery of taxes are pending against the Borrower under the Income-Tax Act or any other law in force for the time being and that no notice has been issued and/or served on the Borrower under Rules 2, 16 or 51 or any other Rules of the Second Schedule to the Income Tax Act, 1961, or under any other law.

10. The Mortgagor, further assured and confirmed that the Mortgagor shall indemnify and keep indemnified the Lenders/Security Trustee and their respective officers, representatives and agents against any losses or damages whether by way of costs, charges, expenses, penalty, litigation expenses or howsoever sustained or incurred by them as a result of, or in connection with, or arising out of any litigation in relation to the Immovable Properties and the Lenders/Security Trustee or their representatives shall at no time be liable for any cost/charges/expenses/awards/damages levied by the courts or otherwise in relation to any such litigations.

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11. The Mortgagor further gave consent to the Lenders/Security Trustee for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ("I&B Code") read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the securities created by the Mortgagor for securing the Working Capital Facilities to any 'Information Utility' ("IU") as defined in Section 3 (14) of the Code, in accordance with the relevant Regulations framed under the Code and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Lenders, as and when requested by the concerned 'IU'.

12. Mr. B.K. Soni, Authorised Person of the Borrower further assured that the Borrower shall obtain necessary approval under the Income Tax Act, 1961 to create security over the said immovable properties in favour of the Security Trustee acting in trust and for the benefit of said Lenders.

13. Mr. B.K. Soni, Authorised Person of the Borrower further stated that he is authorized to give oral consent for creation of further mortgage/charge on the said immovable properties as aforesaid pursuant to the resolutions passed by the Board of Directors of the Borrower at their meeting held on 07/04/24 and handed over a certified copy of the said resolutions to Mr. Shailesh V Kulkarni of SBICAP Trustee Company Limited and further stated that such resolutions were in full force and effect.

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14. The oral assent for constructive delivery of title deeds and the declarations as aforesaid were made by Mr. B.K. Soni, Authorised Person of the Borrower with Mr. Shailesh V Kokane and authorized officer of SBICAP Trustee Company Limited in the presence of Mr. Rajiv Deka, AGM of State Bank of India.

(Capitalized terms used in this Declaration and Undertaking shall have the meaning set out in the Ninth Working Capital Consortium Agreement and other Finance Documents, as amended from time to time.)



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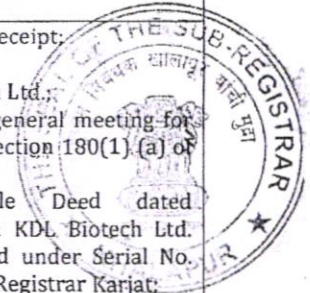
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FIRST SCHEDULE

(List of the said title deeds)

Sr. no.	Property Description	List of Title Deeds / Documents
1.	All that piece and parcel of land bearing Survey No.6 Hissa No.1 admeasuring Hectares 0.54.1 Ares, within the village limits of Niphan, Tal. Khalapur, in the District of Raigad together with all the buildings and structures thereon and all plant and machinery attached to earth or permanently fastened to anything attached to earth.	<ol style="list-style-type: none"> 1. Latest Property Tax Bill / Receipt; 2. Latest Utility Bills; 3. Board Resolution of Kopran Ltd.; 4. Resolution passed in the general meeting for creation of charge under Section 180(1) (a) of the Companies Act, 2013; 5. Original agreement for right of way dated 25.02.1991 made between Oriental Containers Ltd. and Kopran Ltd.; 6. Oriental registered Conveyance Deed dated 08.02.1991 made between Kopran Ltd, and Shri Surendra S. Somani and Shri Rajendra S. Somani, registered under Serial No. 497-1991 with Sub-Registrar Karjat; 7. Original registered Conveyance Deed dated 13.09.1989 made between, Shri Surendra S. Somani and Shri Rajendra S. Somani and Shri Gautam Vithu Minmine, registered under Serial no.1688-1989 with Sub-Registrar Karjat; 8. Original NOC dated. 07.11.1989 issued by Group Grampanchayat, Savroli, Tal. Khalapur, in the District of Raigad to Kopran Ltd.; 9. Certified True Copy of Memorandum of Association and Articles of Association of Kopran Ltd.
2.	All that piece and parcel of factory land bearing Survey No.7 Hissa No.1 (Part) admeasuring Hectares 0-02-3 Acres, situate at village- Niphan, Tal. Khalapur, Khopoli in the District of Raigad together with all the buildings and structures thereon and all plant and machinery attached to earth or permanently fastened to anything attached to earth.	<ol style="list-style-type: none"> 1. Latest Property Tax Bill / Receipt; 2. Latest Utility Bills; 3. Board Resolution of Kopran Ltd.; 4. Resolution passed in the general meeting for creation of charge under Section 180(1) (a) of the Companies Act, 2013; 5. Original registered Sale Deed dated 12.09.2003 made between KDL Biotech Ltd. and Kopran Ltd, registered under Serial No. KAJ-02272-2003 with Sub-Registrar Karjat; 6. Original agreement for right of way dated 25.02.1991 made between Oriental Containers Ltd. and Kopran Ltd.; 7. Original NOC dated. 07.11.1989 issued by Group Grampanchayat, Savroli, Tal. Khalapur, in the District of Raigad to Kopran Ltd.; 8. Certified True Copy of Memorandum of Association and Articles of Association of Kopran Ltd.



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<p>3. All that pieces of factory land bearing Survey no. 6, Hissa no. 2,3 and 4 and Survey no. 5, Hissa no. 2 situate at village-Niphan, Tal. Khalapur, Khopoli, in the District of Raigad together with all the buildings and structures thereon and all plant and machinery attached to earth or permanently fastened to anything attached to earth.</p>	<ol style="list-style-type: none">1. Original Deed of Conveyance dated 17.02.2017 for lands bearing Survey Nos. 6/2, 6/3, 6/4 & 5/2 (Area-154.70 Guntha) executed by and between Oricon Enterprises Limited as Vendors/Transferors and Kopran Limited as Purchasers/Transferees, registered with the Sub-Registrar, Khalapur, under No.508/2017;2. Original Deed of Sale dated 28.09.1988 for Survey No. 6/2 (Area-75.40 Gunthas) executed by and between Mr. Suryakant Vithoba Chowdhary as Seller and Mr. Surendra Shrikrishna Somani and Mr. Rajendra Shrikrishna Somani as Purchasers registered with the Sub-Registrar, Karjat, under Sr.No.2341/1988 dt.28.09.1988;3. Original Deed of Sale dated 13.09.1989 for Survey No.6/3 (Area-18.60 Gunthas) executed by and between Mr. Gautam Vithu Minmine as Seller and Mr. Surendra Shrikrishna Somani and Mr. Rajendra Shrikrishna Somani as Purchasers registered with the Sub-Registrar, Karjat, under Sr.No.1688/1989 dt.13.09.1989;4. CTC of Deed of Sale dated 04.02.1989 for Survey No.6/4 (Area-15.00 Gunthas) executed by and between Mr. Sambhaji Ramchandra Ghosalkar, Mr. Vishwanath Ramchandra Ghosalkar, Mr. Rajan Manohar Ghosalkar as Sellers and Mr. Surendra Shrikrishna Somani and Mr. Rajendra Shrikrishna Somani as Purchasers registered with the Sub-Registrar, Karjat, under Sr.no. 435/1989 dt.04.02.1989;5. CTC of Deed of Sale dated 04.02.1989 for Survey No. 5/2 (area-46.70 Gunthas) executed by and between Mr. Rajan Manohar Ghosalkar as Seller and Mr. Surendra Shrikrishna Somani and Mr. Rajendra Shrikrishna Somani as Purchasers registered with the Sub-Registrar, Karjat, under Sr.No.436/1989 dt.04.02.1989;6. Copy of NA order dated 12.09.1989 issued by the office of the Collector, Raigad.7. Copy of Declaration dated 09.01.1991 made by Mr. Rajendra Somani and Mr. Surendra Somani Directors of Oriental Containers Ltd.8. Copy of Fresh Certificate of Incorporation consequent upon Changes of Name dated 2nd May 2006 issued by the office of the Registrar of Companies, Maharashtra, Mumbai, for change of name of Oriental Containers Ltd to Oricon Enterprises Limited.9. Copy of Deed of Surrender of Lease dated 20th February 2017 made between Kopran Ltd. as Lessee and Oriental Containers Ltd. as Lessor, registered with the Sub-Registrar, Khalapur, under No.KLR-507/2017.
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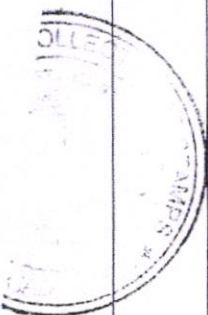
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		<p>10. Copies of Mutation Entries (Form No.6) and 7/12 extracts. 11. Receipts for payment of NA tax and other property taxes. 12. Copy of Completion/Occupation Certificate of Factory Building. 13. Copy of latest electricity bill in the name of Kopran Ltd.</p>
<p>4.</p>	<p>All that piece and parcel of land bearing Survey No.6 Hissa No.7 (Part) admeasuring Hectares 0-06-5 Ares, situate at village Niphan, Tal. Khalapur, Khopoli, in the District of Raigad together with all the buildings and structures thereon and all plant and machinery attached to earth or permanently fastened to anything attached to earth.</p>	<p>1. Latest Property Tax Bill; 2. Latest Utility Bills; 3. Board Resolution of Kopran Ltd.; 4. Resolution passed in the general meeting for creation of charge under Section 180(1) (a) of the Companies Act, 2013; 5. CTC of registered Sale Deed dated 12.09.2003 made between Kopran Ltd and KDL Biotech Ltd, registered under Serial No. KAJ-02269-2003 with Sub-Registrar Karjat; 6. Original agreement Conveyance Deed dated 08.02.1991 made between Kopran Ltd and Shri Surendra S. Somani and Shri Rajendra S. Somani, registered under Serial No. 497-1991 with Sub Registrar, Karjat; 7. <u>Original agreement for right of way dated 25.02.1991 made between Oriental Containers Ltd, and Kopran Ltd.</u> 8. Original NOC dated. 07.11.1989 issued by Group Grampanchayat, Savroli, Tal. Khalapur, in the District of Raigad to Kopran Ltd; 9. Original registered Conveyance Deed dated 16.09.1989 made between Shri Surendra S. Somani and Shri Rajendra S. Somani and Shri Vasant N Chaudhari and Shri Anant N. Chaudhari, registered under Serial No. 1739-1989 with Sub-Registrar, Karjat; 10. Certified True Copy of Memorandum of Association and Articles of Association of Kopran Ltd.</p>



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SECOND SCHEDULE
(Description of the immovable property)

Property no. 1:

All that piece and parcel of land bearing Survey No.6 Hissa No.1 admeasuring Hectares 0.54.1 Ares, within the village limits of Niphan, Tal. Khalapur, in the District of Raigad together with all the buildings and structures thereon and all plant and machinery attached to earth or permanently fastened to anything attached to earth.

Property no. 2:

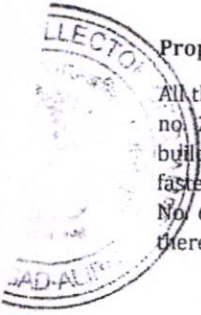
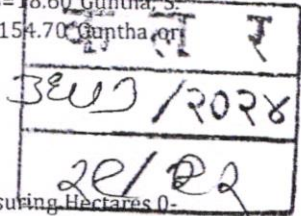
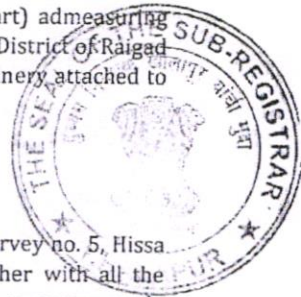
All that piece and parcel of factory land bearing Survey No.7 Hissa No.1 (Part) admeasuring Hectares 0-02-3 Acres, situate at village- Niphan, Tal. Khalapur, Khopoli in the District of Raigad together with all the buildings and structures thereon and all plant and machinery attached to earth or permanently fastened to anything attached to earth.


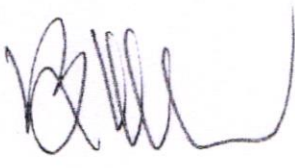

Property no. 3:

All that pieces of factory land bearing Survey no. 6, Hissa no. 2,3 and 4 and Survey no. 5, Hissa no. 2 situate at village-Niphan, Tal. Khalapur, Khopoli, District Raigad together with all the buildings and structures thereon and all plant and machinery attached to earth or permanently fastened to anything attached to earth. S. No. 6/2 = 74.40 Guntha, S. No. 6/3= 18.60 Guntha, S. No. 6/4 = 15.00 Guntha and S. No. 5/2=46.70 Guntha, Total admeasuring 154.70 Guntha, or thereabouts

Property no. 4:

All that piece and parcel of land bearing Survey No.6 Hissa No.7 (Part) admeasuring Hectares 0-06-5 Ares, situate at village Niphan, Tal. Khalapur, in the District of Raigad together with all the buildings and structures thereon and all plant and machinery attached to earth or permanently fastened to anything attached to earth.



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THIRD SCHEDULE
PART A

PARTICULARS OF THE SBI CONSORTIUM

STATE BANK OF INDIA, a statutory corporation constituted under the State Bank of India Act, 1955 and having its Corporate Centre at State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai - 400 021 and acting through its branch office at Commercial Branch at N G N Vaidya Marg, Bank Street, Horniman Circle, Mumbai- 400001, Maharashtra (hereinafter referred to as the "SBI" or the "Lead Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns, as the context may require or admit);

AND

THE RBL BANK LIMITED (formerly known as The Ratnakar Bank Limited), a body corporate within the meaning of Companies Act, 2013 having its head office at Ratnakar Bank Building, Shahubari, Kohlapur - 416001, Maharashtra and acting through its branch office at One World Centre, Tower 2B, 6th floor, 841, Senapati Bapat Marg Lower Parel, Mumbai - 400013, Maharashtra (hereinafter referred to as the "RBL" which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns, as the context may require or admit);

AND

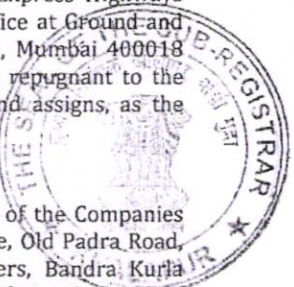
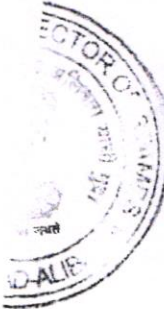
YES BANK LIMITED, a company incorporated and registered under the Companies Act, 1956 and a Banking Company within the meaning of section 5 (c) of the Banking Regulation Act, 1949, and having its Registered Office at YES Bank House, Off. Western Express Highways Santacruz East, Mumbai-400055, Maharashtra acting through its branch office at Ground and First Floor, Moti Mahal, Dr. Annie Besant Road, Next to City Bakery, Worli, Mumbai 400018 (hereinafter referred to as the "YBL", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns, as the context may require or admit);

AND

ICICI BANK LIMITED, a banking company registered under the provisions of the Companies Act, 1956 having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390 007, Gujarat and its Corporate Office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400051 and its Zonal/Regional/Branch Office at Thane-Kalyan Khadakpada Branch, Varsha Park, Wayale Nagar, Khadak Pada, Kalyan (W), Thane - 421301 (hereinafter referred to as the "ICICI" which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns, as the context may require or admit).

(SBI, RBL, YBL and ICICI shall hereinafter collectively be referred to as the "said Banks" or the "SBI Consortium" or the "Lenders" which expression shall, unless it be repugnant to the subject or context thereof, include each of them or any one or more of them and their respective successors and assigns, as the context may require or admit)

By consent of all the Parties, **State Bank of India (SBI)** is designated and recognized as the Lead Bank of the **SBI Consortium**. If the Consortium of Banks is increased or diminished from time to time by adding or dropping of one or more Banks or is changed by substitution of one Bank by another during the currency of this Agreement, then the Reconstituted Consortium will be



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