

SUPPLEMENTARY LETTER OF CONTINUING GUARANTEE

(JOINT & SEVERAL)

This Supplementary Letter of Continuing Guarantee is executed at the date and place more particularly set out in Item 1 of Annexure 1 by the persons more particularly set out in Annexure 2 which persons shall, unless repugnant to the context or meaning thereof, be deemed to mean and include: (a) in case of a company, its successors and permitted assigns; (b) in case of a partnership firm, the partners for the time being and from time to time of the partnership firm, their successors, their respective heirs, administrators, executors, legal representatives and successors of the partnership; (c) in case of a limited liability partnership formed under the Limited Liability Partnership Act, 2008, its successors and permitted assigns; (d) in case of a trust, the trustees of the trust for the time being and from time to time; (e) in case of a Hindu Undivided Family ("HUF"), the Karta and the members for the time being and from time to time of the said HUF; and their respective heirs, executors, administrators and assigns; (f) in case of an individual proprietor, the proprietor's heirs, administrators, executors and legal representatives; (g) in case of a registered society, its successors and permitted assigns; hereinafter collectively called "the Guarantors" of the ONE PART.

IN FAVOUR OF

HDFC BANK LTD., a banking company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 and a branch office inter alia at the place more particularly mentioned in Item 2 of Annexure 1, hereinafter called "the Bank" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the OTHER PART.

WHEREAS

A. At the request of the persons more particularly set out in Annexure 2 (hereinafter collectively called "the Original Guarantors"), the Bank had granted/ agreed to grant to the persons more particularly mentioned in Annexure 3, hereinafter referred to as "the Borrower" various credit facilities and/ or sub limits within a credit facility, as the case may be, aggregating to the amount more particularly stated out in Annexure 4 hereinafter collectively called the "Facility".

B. One of the conditions of the Bank having agreed to grant/ having granted the Facility to the Borrower was that the Original Guarantors shall execute in favour of the Bank an unconditional and irrevocable continuing guarantee by way of letter(s) of guarantee issued by the Original Guarantors in favour of the Bank. The details of the letters of guarantees issued by the Original Guarantors from time to time including all supplementary letters of guarantee issued by such Original Guarantors from time to time are more particularly set out in Annexure 4 attached hereto (collectively referred to as "Existing Letter(s) of Guarantee").

C. At the Borrower's request the Bank has agreed to revise the credit facilities and/ or sub limits within a credit facility, as the case may be, to the Borrower on such revised terms and conditions as may be agreed upon between the Bank and the Borrower. One of the conditions of the Bank having agreed to grant/ having granted the said revised Facility to the Borrower was that the Original Guarantors shall execute in favour of the Bank an unconditional and irrevocable continuing guarantee, as more particularly set out under Annexure 5, hereto shall execute in favour of the Bank an unconditional and irrevocable continuing guarantee, as more particularly set out under Annexure 5, covering the Revised Facility.

NOW THEREFORE THE GUARANTORS AGREE that in consideration of the Bank having granted and/ or agreed to grant the Revised Facility to the Borrower, do hereby irrevocably and unconditionally guarantee the due repayment to the Bank at any branch of the Bank on demand without demur and/ or contestation and notwithstanding any dispute between the Bank and the Borrower, of all the amounts including the principal sum more particularly mentioned in Annexure 5 under the Revised Facility alongwith interest, additional interest, commission, costs and any other charge, that may be applicable to the Revised Facility.

The Guarantors hereby confirm that they have each received a copy of the Existing Letter(s) of Guarantee and also confirm the terms and conditions of the same are acceptable to them and are binding on them, save as modified in this Supplementary Letter of Continuing Guarantee.

The Original Guarantors hereby confirm that this Supplementary Letter of Continuing Guarantee shall be a supplement to the Existing Letter(s) of Guarantee and that all the terms and conditions of the Existing Letter(s) of Guarantee shall mutatis and mutandis apply to this Supplementary Letter of Continuing Guarantee save as specifically modified in this Supplementary Letter of Continuing Guarantee and shall extend to the Revised Facility.

The obligations under this Supplementary Letter of Continuing Guarantee read with the Existing Letter(s) of Guarantee are joint and several, independent of the obligations of Borrower, and a separate action or actions may be brought against the Guarantors alone or jointly with the Borrower. The Guarantors (s) specifically agree(s) and confirm(s) that this Guarantee and all matters concerning the same or arising there from shall be subject to the exclusive jurisdiction of the courts at the place more specifically mentioned in Item 3 of Annexure 1.

Annexure-1

Item No.	Description	Date
1	Date of execution of the Supplementary Letter of Continuing Guarantee	02/12/2022
2	Place of execution	Kolkata
3	Location of HDFC Bank Branch	Kolkata
4	Place of Jurisdiction	Mumbai and/ or Kolkata



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Handwritten signature/initials.

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DEC-02-2022





Annexure - A (contd.)

(1) In case of Partnership firms:		
Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms. _____	S/o, W/o, D/o _____	_____
Mr./Ms. _____	S/o, W/o, D/o _____	_____
Mr./Ms. _____	S/o, W/o, D/o _____	_____
Mr./Ms. _____	S/o, W/o, D/o _____	_____

Jointly carrying on the business in Partnership under the name and style of M/s. _____

and having a place of business at _____

(2)

Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms. _____	S/o, W/o, D/o _____	_____
Mr./Ms. _____	S/o, W/o, D/o _____	_____
Mr./Ms. _____	S/o, W/o, D/o _____	_____

Jointly carrying on the business in Partnership under the name and style of M/s. _____ and having a place of business at _____

In case of companies :

Name of the Company (Incorporated under the provisions of the, _____) Having its registered office at: _____ (Company Act 1956)

In case of any other person :

Name of the Guarantor	Constitution	Name of Relation	Address of Business/Residence
Mr./Ms. _____	_____	S/o, W/o, D/o _____	_____
Mr./Ms. _____	_____	S/o, W/o, D/o _____	_____

In case of insufficient space provided, addendum to the annexure may be provided.

R.S.

K.S.



Note: If signed through a POA Holder or Authorized Signatory please specify

In case of an individual

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their authorized signatories at the place, on the day and year first hereinabove mentioned.

Name of the Guarantor

1. Rajanendra Kumar
2. Kanishka Kumar

Signature

3. _____

4. _____

5. _____

6. _____

In case of Proprietor/Concern

IN WITNESS WHEREOF the said Proprietor has set and subscribed his/her hand hereto, at the place, on the day and year first hereinabove mentioned.

(Name of the Prop. Concern)

(Proprietor)

Signature

In case of a Partnership Limited Liability Partnership firm

IN WITNESS WHEREOF the Partners of the Firm have set and subscribed their respective hands hereto, at the place, on the day and year first hereinabove mentioned.

(Name of the Partnership Limited Liability Partnership Firm)

Signature

For _____

(Name of the Partnership Limited Liability Partnership Firm)



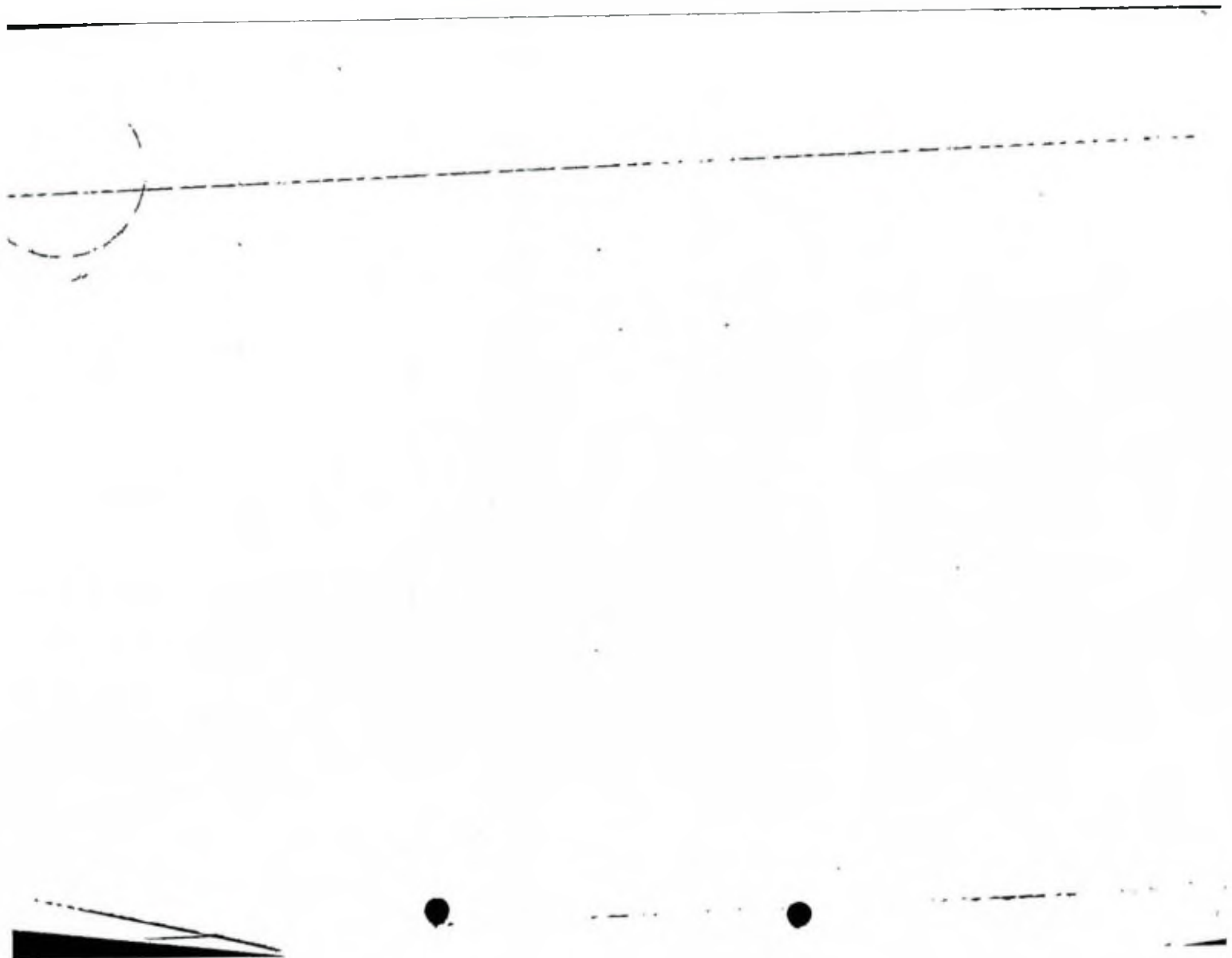
R. S. S.

✓ R. S. S.

K. C. S. S.

Western Carriers (India) Ltd.
Director







WESTERN CARRIERS (INDIA) LTD.

206 CENTRAL PLAZA, 2/6, SARAT BOSE ROAD, KOLKATA-700 020
PHONES : 033-2485 8519/8520/8524/8526, FAX : 033-24858525
Email : info@westcong.com | CIN : U63090WB2011PLC161111

Date : 14/11/2022

To,
The Manager
HDFC Bank

Dear Sir,

We undertake that we shall not induct a person who is the director on the Board of the company which has been identified as a willful defaulter and that in case such a person is found to be on our Board we shall take expeditious and effective steps for removal of the person from our Board.

Western Carriers (India) Ltd.


Director





OFFICE OF THE REGISTRAR



WESTERN CARRIERS (INDIA) LTD.

206, CENTRAL PLAZA, 2/6, SARAT BOSE ROAD, KOLKATA-700 020
PHONES : 033-2485 8519/8520/8524/8526, FAX : 033-24858525
Email : info@westcong.com | CIN : U63090WB2011PLC161111

Date 14/11/2022

Undertaking authorising the bank to invoke our lien on the FD and prematurely redeem the FD in case the LTV crosses ____ % (3 % more than the approved LTV) or in case of delinquencies in the account (if not stipulated as a condition in Sanction Letter).

Western Carriers (India) Ltd.


Director





पश्चिम बंगाल WEST BENGAL

AN 303148

This forms integral part of
Deed of Guarantee

between

Mr. Kanishka Sethia & Mr. Rajendra Sethia
and
Citibank N.A.

Dated

9th September 2023

✓ KS
C. S. S.



24956

No. Sold to Western carriers (India) Ltd

Address 2/6, S.B. Rd

Rs. 29 MAY 2023

Date KO1-20

SIFRA **29 MAY 2023**

Licence No. 18A

Code : 1070

1, N. S. Road, Kolkata 700 001

29 MAY 2023





पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AN 303147

This forms integral part of
Deed of guarantee
between

Mr. Kanishka Sethia and Mr. Rajendra Sethia
and

Citibank N.A.

dated

9th September 2023

✓ KS C. Sin.



24957

Sold to Western Carriers (India) Ltd.
Address 2/6, S.B. Rd.
Rs. 29 MAY 2023
Date KO 1, 20.

SIFRA
Licence No. 18A
Code : 1070
1, N. S. Road, Kolkata-700 001

29 MAY 2023



Only sign of Mr Kanishka & RS, no stamp reqd

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DEED OF GUARANTEE

This Deed of Guarantee (this "Guarantee") is executed at Kolkata on this _____ day of _____ 20____

BY

Mr. Kanishka Sethia, aged 46 yrs., son of Mr. Rajendra Sethia, residing at 7A, Queens Park, Kolkata 700019 (hereinafter referred to as the "Guarantor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, legal representatives, executors, administrators and permitted assigns);

AND

Mr. Rajendra Sethia, aged 73 yrs., Son of Mr. Kan Mal Sethia residing at 7A, Queens Park, Kolkata 700019 (hereinafter referred to as the "Guarantor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, legal representatives, executors, administrators and permitted assigns);

IN FAVOUR OF

CITIBANK, N.A., a national banking association duly constituted in accordance with the laws of the United States of America, and carrying on the business of banking in India as a scheduled commercial bank, having its principal office at First International Financial Centre (FIFC), Plot Nos.C-54 & C-55, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 and acting for the purposes of this Deed through its branch office in India at Kanak Building 41, Chowringhee Road, Kanak Building, Kolkata 700071, India and Citigroup Inc. and each subsidiary and affiliate thereof and each of its branches wherever located (hereinafter referred to as the "Lender", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns).

WHEREAS:

- A. At the request of the WESTERN CARRIERS (INDIA) LIMITED, with its registered office at 2/6, Sarat Bose Road, 2nd Floor, Kolkata – 700020, India ("Borrower"), the Lender has agreed to grant to the Borrower a working capital facility an aggregate amount of INR 850,000,000/- (Rupees Eight Hundred and Fifty Million Only) ("Facility") upon the terms and conditions as more particularly set out in the credit facility agreement dated _____ (as amended from time to time) ("Facility Agreement") entered into between the Borrower and the Lender.

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- B. One of the terms of the Facility Agreement is that the Facility together with all interest, default interest, liquidated damages, fees (including legal fees), costs (including enforcement costs), charges, commission, expenses and all amounts whatsoever including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved ("**Obligations**") payable to the Lender under and pursuant to the Facility Agreement and other related financing and security documents in relation to the Facility, including this Guarantee ("**Finance Documents**") shall be secured *inter alia* by way of a guarantee to be issued by the Guarantor to the Lender in a form and manner satisfactory to the Lender.
- C. Accordingly, the Lender has called upon the Guarantor to execute these presents, which the Guarantor has agreed to do in the manner set out herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and for the grant of the Facility:

1. The Guarantor hereby, unconditionally and irrevocably, guarantees the repayment by the Borrower of all the Obligations due and payable to the Lender and the due and punctual observance and performance of all the terms, conditions and covenants on the part of the Borrower contained in the Finance Documents and hereby further guarantees and undertakes to pay and satisfy the Lender on demand, without demur or protest, without any reference to the Borrower, and without raising any frivolous objection or issue whatsoever and irrespective of or notwithstanding any frivolous dispute or difference in respect of amounts falling due to the Lender from the Borrower, all Obligations which are now or shall be owing to the Lender together with interest, fees, charges, expenses, commissions or other moneys which may be payable under the Facility Agreement or other Finance Documents including all legal expenses (on a full indemnity basis) which may be incurred by the Lender in collecting or enforcing the Obligations or other amounts under or pursuant to other Finance Documents (the "**Guaranteed Obligations**"). The Guarantor hereby confirms and acknowledges that the Guarantor has reviewed the terms of the Finance Documents and agrees to such terms and further agrees to be bound by the terms contained therein.
2. The obligations of the Guarantor hereunder are, direct, immediate and primary obligations and liabilities (and not secondary obligations and liabilities) and these obligations shall be absolute and unconditional except to the extent restricted to by the terms of this Guarantee. The Guarantor's liability hereunder is concurrent with the liability of the Borrower.
3. This Guarantee shall not be considered as satisfied or discharged by reason of any intermediate payment(s) or payment of the whole or any part of any sum or sums of



the same may be inconsistent with anything contained herein such that the Guarantor (nor any of its successors or permitted assigns) shall be discharged or exonerated: (a) by any variance or amendment made without the Guarantor's consent in the terms of the Facility Agreement or the Finance Documents or in relation to any contract or transaction between the Lender and the Borrower; (b) by any contract or agreement made between the Lender and the Borrower by which the Borrower be released; (c) by any act or omission of the Lender, the legal consequence of which may be the discharge of the Borrower; (d) by the Lender making a composition with, or promising to give time or other indulgence to or not to sue the Borrower without the Guarantor's previous consent thereto; (e) exchange, substitution, release, discharge or surrender all or any part of the collateral which is held by the Lender as security for securing the Obligations; (f) sale and/or purchase by the Lender of the any security at public or private sale or through any broker or agents; (g) subordination by agreement or otherwise of the payment of the moneys hereby guaranteed; or (h) the corporate insolvency resolution, winding up (voluntary or otherwise), liquidation, dissolution, bankruptcy or insolvency or administration or reorganization of the Borrower; (i) the amalgamation or merger or restructuring of the corporate structure of the Borrower; or (j) the absence or deficiency of powers on part of the Guarantor to give guarantees or any irregularity in the exercise of such powers; (k) non-perfection or release of security or collateral; or (l) by any of the obligations of the Borrower or any other person under the Finance Documents being or becoming illegal, invalid, unenforceable or ineffective in any respect; or (m) by any other act, omission, dealings or arrangement between the Borrower, its successors and permitted assigns and the Lender, its successors and assigns, whereby the Guarantor as surety for the Borrower would have been so discharged or exonerated except for the provisions of this clause. Further, the Guarantor hereby waives all the Guarantor's rights of subrogation until the full and final payment of the Obligations to the Lender's satisfaction.

9. The Guarantor hereby irrevocably agrees and confirms that, should any proceedings be instituted against it (whether, and not limited to, for an Injunction, specific performance, damages, recovery or otherwise), no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from those proceedings, or from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment, or otherwise, shall be claimed by the Guarantor with respect to itself and/or its assets, any such immunity being hereby irrevocably and unconditionally and lawfully waived.
10. All dividends, compositions, and payments, received from any person or persons in respect of the liabilities guaranteed hereunder are to be treated as payments in gross,

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and the Guarantor shall not have any right to participate except to the extent of the surplus remaining after satisfaction of the ultimate balance due to the Lender.

11. The Guarantor agrees that until the full and final payment of the Guaranteed Obligations to the Lender's satisfaction, the Guarantor shall not exercise any rights or claims (whether contractual and/or in law or equity), which it may at any time have against the Borrower, in whatever capacity including by virtue of this Guarantee and/or by reason of performance by it of its obligations hereunder, including but not limited: (a) to be indemnified; (b) to claim any contribution from any other guarantor of its obligations hereunder; or (c) to take the benefit in whole or in part and whether by way of subrogation or otherwise of any rights of the Lender hereunder or of any other security taken pursuant to, or in connection with, the Finance Documents.

The Guarantor further agrees to hold any and all moneys received by it as a result of the exercise of any such rights for and on behalf of, and in trust for the benefit of the Lender for application in or towards payment of outstanding Obligations.

12. Without limiting any rights the Lender may have under this Deed and/or applicable law, the Guarantor agrees and acknowledges that the Lender may without prior notice to the Guarantor, set off any payment obligation owed by the Guarantor to the Bank in respect of the Guaranteed Obligations against any payment due by the Lender to the Guarantor under this Deed. The Guarantor hereby authorizes the Lender to debit such account or the cash credit account, if any, of the Guarantor with the aforesaid entities or to apply any credit balance to which the Guarantor is entitled on any account of the Guarantor towards satisfaction of the Obligations or the Guaranteed Obligations. Any such right if exercised by the Lender shall be in addition to and cumulative with any other rights or remedies available to the Lender against the Guarantor or the Borrower.
13. The Guarantor agrees that the Lender is not to be concerned to see or inquire into the powers of the Borrower or its directors or other agents acting or purporting to act on its behalf, and any moneys in fact borrowed from the Lender in professed exercise of such powers shall be deemed to form part of moneys guaranteed, even though the borrowing or obtaining of such moneys be in excess of the powers of the Borrower, or of the directors or other agents aforesaid or may be in any way irregular or defective or informal.
14. Any admission or acknowledgement in writing by the Borrower or any person for and on behalf of the Borrower of the amount of indebtedness of the Borrower to the Lender and any writing constituting an acknowledgement or promise to make payment for the purpose of the Limitation Act, 1963 (Indian) or any other like enactment for the time being in force shall be deemed to be an admission, acknowledgement or promise to make payment by or on behalf of the Guarantor and shall be binding and conclusive on and



against the Guarantor. The Guarantor hereby declares that the Borrower or any person signing such admission, acknowledgement or promise to make payment on behalf of the Borrower shall be deemed to be an authorized agent(s) of the Guarantor for the purpose of this Guarantee.

15. A certificate in writing under the hand of the accountant or other officer of the Lender stating the amount at any particular time due and payable to it under the Guarantee shall be conclusive evidence as against the Guarantor and his/ its representatives.
16. The Borrower shall not and the Guarantor shall ensure that the Borrower shall not do any of the following, without the prior written consent of the Lender:
 - (a) do, cause or permit to be done anything which may in any way dilute, diminish, jeopardize or otherwise prejudice the Lender's security or rights created hereunder or pursuant to the Facility Agreement and the other Finance Documents, including alter its constitutional documents;
 - (b) liquidate its assets or dissolve or initiate any voluntary insolvency process and/or any other actions which in the opinion of the Lender would affect or is likely to affect the rights and benefits of the Lender including their rights in relation to the security provided to the Lender;
 - (c) dispose or encumber any of its immovable or movable assets or properties;
 - (d) amalgamate, or effect any change in its shareholders (whether legal or beneficial) or its shareholding structure, or its management, which must at all times remain in the existing shareholders of the Borrower, unless such action does not in any manner affect the direct or indirect control exercised over the Borrower;
17. The Guarantor agrees that it shall deliver to the Bank in form and detail satisfactory to the Bank and in such number of copies as the Bank may request: (i) Unaudited semi-annual profit and loss statements and balance sheets, within ninety days, or such other period as reasonably required by the Bank, of the close of each semi-annual period; (ii) Independently audited annual accounts within six months, or such other period as reasonably required by the Bank, of the close of each financial year; and (iii) Such other statement or statements or information pertaining to the operations of the Guarantor as the Bank may reasonably require, within such period as required by the Bank.
18. Notwithstanding the generality of the above, the Guarantor hereby confirms that it shall permit the Bank, its officers, employees and agents, to enter upon any of the Guarantor's premises or property at all reasonable times and have the right to inspect/audit its books/ records, assets and properties.



19. The Guarantor shall authenticate any information that may be made available by the Bank to any Information Utility ("IU") as per the Insolvency and Bankruptcy Code, 2016 without delay whenever requested by the concerned IU.
20. The Guarantor shall obtain a no objection certificate from the Bank prior to issuing a guarantee to any person for any transaction/ matter whatsoever.
21. (i) The Guarantor shall ensure the following financial covenants:
Applicable as per Sanction letter.
- (ii) The financial covenants shall be tested by reference to the most recent audited accounts (or, where appropriate, audited consolidated accounts) or unaudited interim statements of the Borrower from time to time as delivered to the Lender.
- (iii) The Guarantor shall promptly notify the Lender of any proposed change in accounting principles to be adopted for the purposes of its audited accounts from those on the basis of which its most recent audited accounts as at the date of this offer were prepared. If the Lender is of the opinion that any such change materially affects any of the financial covenants, it shall be entitled to require such covenants to be amended in such manner as it may deem appropriate to reflect such change.
22. The Guarantor shall notify the Lender of any Guarantor Event of Default (as defined below) or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under this Guarantee or any combination of any of the foregoing) be a Guarantor Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence and shall promptly upon a request by the Bank supply to the Bank a certificate certifying that no Guarantor Event of Default, is continuing or if a Guarantor Event of Default is continuing, specifying the Guarantor Event of Default (and the steps, if any, being taken to remedy it).

Guarantor Event of Default- Each of the events or circumstances set out below:

- (i) the Guarantor does not comply with any provision of this Guarantee;
- (ii) any representation or statement made or deemed to be made by the Guarantor in this Guarantee or in any other document delivered by or on behalf of the Guarantor under or in connection with this Guarantee is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
- (iii) (a) any indebtedness of the Guarantor or of any of the Guarantor's subsidiaries is not paid when due nor within any originally applicable grace period, or (b) any indebtedness of the Guarantor or of any of the Guarantor's subsidiaries is declared

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to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), or (c) any commitment for any indebtedness of the Guarantor or of any of the Guarantor's subsidiaries is cancelled or suspended by a creditor of the Guarantor or of any of the Guarantor's subsidiaries as a result of an event of default (however described), or (d) any creditor of the Guarantor or of any of the Guarantor's subsidiaries becomes entitled to declare any indebtedness of the Guarantor or of any of the Guarantor's subsidiaries due and payable prior to its specified maturity as a result of an event of default (however described);

- (iv) (a) the Guarantor or any of the Guarantor's subsidiaries is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, or (b) the value of the assets of the Guarantor and of the Guarantor and the Guarantor's subsidiaries taken as a whole is less than its or their liabilities (taking into account contingent and prospective liabilities), or (c) a moratorium is declared in respect of any indebtedness of the Guarantor or of any of the Guarantor's subsidiaries;
23. The Guarantor hereby represents and warrants to the Lender as follows and confirms that such representations and warranties are true, correct, valid and subsisting in every respect as of the date of this Guarantee:
- (a) the Guarantor has the power and authority to enter into this Guarantee and to own its property and assets;
- (b) the Guarantor has power and authority to enter into and perform the obligations under this Guarantee and the Guarantor has taken all necessary actions to authorise the execution, delivery and performance of the obligations under this Guarantee;
- (c) the execution, delivery and performance of the Guarantee will not contravene any applicable law or any provision of the partnership agreement, constitutional documents of the Guarantor (in case of partnership or company or LLP) or any agreement or obligation or document binding on or applicable to the Guarantor or any order of a court or tribunal and all consents and approvals requisite for such execution, delivery and performance of the Guarantee have been procured and are in full force and effect;
- (d) the Guarantee constitute legally binding and enforceable obligations of the Guarantor;
- (e) all registrations, recordings, filings and notarisations of the Guarantee and all payments of any tax or duty, including stamp duty, registration charges or similar amounts which



are required to be effected or made by the Guarantor which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Guarantee have been made;

- (f) there is no occurrence of any event which in the opinion of the Lender might have a material adverse effect on: (i) the business, financial condition or operations of the Guarantor or of the Guarantor and any of the Guarantor's subsidiaries taken as a whole, or (ii) the ability of the Guarantor to comply with any of its obligations under this Guarantee, or (iii) the validity or enforceability of this Guarantee or the rights or remedies of the Lender thereunder.
- (g) no orders have been passed, and to the best knowledge of the Guarantor, no actions, proceedings or steps have been initiated or threatened, for the corporate insolvency resolution, insolvency, winding-up or bankruptcy of the Guarantor under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of an interim resolution professional, resolution professional, liquidator, receiver, trustee or similar officer in respect of the Guarantor or any of its assets;
- (h) no actions, suits, proceedings, disputes, investigations, litigation, arbitration or administrative proceedings of any kind in any court or before any arbitrator or any governmental authority are at present current or pending against the Guarantor or its assets or to its knowledge, threatened which has or is likely to have a material adverse change;
- (i) the Guarantor not, will not be entitled to, and will not claim immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to the Guarantee;
- (j) the Guarantor has not received any commission in cash or kind from the principals for issuance of this Guarantee;
- (k) the Guarantor has not been declared as a wilful defaulter by any bank, financial institution or other entity within the meaning of the term as set out in the guidelines/circulars issued by the RBI from time to time in this regard. If a Director is declared a wilful defaulter or such Director is a Director in another entity declared to be a wilful defaulter, then the Guarantor (in case of a company) shall, and shall procure that its Board of Directors, take all such steps as may be necessary to ensure that such Director is removed from the board; and
- (l) All information provided to the Lender in relation to the execution of this Guarantee is true and correct in all respects.



- (m) Additional representations and warranties relating to partnership firms / LLPs:

The Partners of the Guarantor whose names are set forth in the description of Parties represent and warrant that:

- (i) they are the only partners of the firm whose name is set forth in the description of the Parties as the Guarantor; and
 - (ii) the Guarantor is duly registered under the Indian [Partnership Act, 1932] / [Limited Liability Partnership Act, 2008].
24. The Guarantor shall indemnify and keep indemnified the Lender, its affiliates and their nominees against all actions, proceedings, claims, demands, judgments, losses, liabilities, obligations, damages, costs and expenses imposed, asserted against or incurred by it in the execution or performance of the terms and conditions hereof or against all actions, proceedings, claims, demands, judgments, costs, charges and expenses which may be incurred, sustained or raised in respect of the non-performance of or non-observance of any of the undertakings, representations and warranties and agreements herein contained or contained in any other Finance Documents or in respect of any inaccuracy in the representation and warranties matter or thing done or omitted relating in any way whatsoever to any security or any obligation guaranteed is/becomes unenforceable, invalid or illegal or on account of any change in law.
25. The Guarantor hereby agrees that the entries in the books of the Lender kept in the ordinary course of business with regard to the advances made or credit given to the Borrower and with regard to the interest, commissions, costs, charges and expenses debited to the Borrower shall be conclusive evidence against the Guarantor and the Borrower and of the transaction and matters therein appearing and of my liability for the sums shown to be due by such entries unless the contrary is shown by the Guarantor/Borrower.
26. The Guarantor agrees that if the Borrower shall be found not to be liable to the Lender in law or equity in respect of the Obligations repayable to the Lender by the Borrower by reason of its incapacity to borrow or to contract, or for any other reason, the Guarantor as a principal debtor agrees to pay to the Lender all sums that would have been recoverable by the Lender. Further, the Guarantor agreed that this Guarantee shall continue to be effective and, or, will be reinstated if payment of any of the Obligations is rescinded or must be returned by the Lender in case of upon the bankruptcy or insolvency of the Borrower.
27. The Guarantor hereby declares that this Guarantee is in addition to, and not by way of limitation of, or substitution for, any other guarantee or guarantees that the Guarantor

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C. Srinivas



may have previously given or may hereafter give to the Lender (whether alone or jointly with any other party or parties) and that this Guarantee shall not revoke or limit any such other guarantee or guarantees.

28. The Guarantee hereby given is independent and distinct from any other security that the Lender has taken or may take in any manner whatsoever and that the Guarantor has not given this guarantee upon any understanding faith or belief that the Lender has taken and/or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 1872 or other section of that Act or any other law, the Guarantor will not claim to be discharged to any extent because of the Lender's failure to take any or other such security or losing for any reason whatsoever including reasons attributable to its default and negligence benefit of any or other such security or any of rights to any or other such security that have been or could have been taken.
29. **Notice/Communication:** Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Guarantee may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the party concerned at its address stated in the title of this Guarantee or the fax numbers set out below and/or any other address subsequently notified to the other party for the purposes of this Clause 29 and shall be deemed to be effective (i) in the case of registered mail, 3 (three) business days after posting, (ii) in the case of facsimile at the time when dispatched with a report confirming proper transmission or (iii) in the case of personal delivery, at the time of delivery. A certificate by an officer of the Lender that the notice was posted or served, as the case may be, shall be final, conclusive and binding on the Guarantor unless proved otherwise.

Guarantor's:

Name: **Mr. Kanishka Sethia**

Address: **7A, Queens Park, Kolkata 700019**

Tel. No.: _____

Fax No.: _____

Name: **Mr. Rajendra Sethia**

Address: **7A, Queens Park, Kolkata 700019**



Tel. No.: _____

Fax No.: _____

Lender: Citibank N.A.

Address: Kanak Building 41, Chowringhee Road, Kanak Building, Kolkata 700071,
India

Tel. No.: 033 - 22882003

Fax No.: 033 - 22882003

30. **Disclosure of Information:**

- (a) The Guarantor agrees to provide to the Lender such information as the Lender is required to obtain from the Guarantor by law or regulation or otherwise which the Lender may require, from time to time, in connection with the provision of the Facility. The Guarantor understands that as a pre-condition relating to grant of the Facility to the Borrower, the Lender requires the Guarantor's consent for disclosure of information and data relating to the Borrower, of the credit facility availed of/to be availed, by the Borrower, any other transactions that the Guarantor has with the Lender, accounts, obligations assumed/to be assumed, by the Guarantor in relation thereto and defaults, if any, committed by the Guarantor, in discharge thereof. Accordingly, the Guarantor hereby agrees and gives consent for the disclosure by the Lender of all or any such information to the Reserve Bank of India ("RBI"), IU, any credit information companies and any other agency authorised in this behalf by the RBI.
- (b) The Guarantor declares that the information and data furnished by the Guarantor to the Lender is true and correct.
- (c) The Guarantor undertakes that: (a) the RBI, IU and credit information companies and any other agency so authorised may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and (b) the RBI, IU and credit information companies and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- (d) The Guarantor irrevocably agrees and consents to the Lender, Group Member (as defined



herein) and a Recipient Third Party (as defined herein), at any time, disclosing or sharing, or in any other manner making available any information concerning the Guarantor, its business, its accounts held with the Lender or another group member of the Lender including, any branch, related companies and entities, affiliates (collectively the "Group Members" and individually a "Group Member"), including the financial position of the Guarantor and the facilities granted to the Borrower/ Guarantor to: (a) any office or branch of the Lender or another Group Member or any assignee or potential assignee of the Lender; (b) any correspondent, agent, service provider, professional advisers, lawyers, auditors of the Lender or another Group Member (a "Recipient Third Party") in connection with any Facility provided to the Borrower including for the purpose of data processing, statistical and risk analysis purposes; (d) any regulator or governmental authority with jurisdiction over the Lender; (e) any court of law; or (f) any bank or financial institutions as per normal banking practices.

31. Without prejudice to any rights of the Lender, all acts / steps as are necessary for the Lender to take in order to monitor the Facility and its utilisation and/or the obligations of the Guarantor and /or the Guarantor's compliance with the terms hereof and / or to recover amounts due to the Lender or any part or portion thereof, shall and/or may be carried out by and / or through such other person (including a company or body corporate) as may from time to time be appointed by the Lender in respect thereof and that the Lender will at all times be entitled to share with any such other person that may thus be appointed by the Lender, all documents statements of accounts and other information of whatsoever nature pertaining to the Guarantor and/or the Facility. Further, the Guarantor expressly recognises and accepts that the Lender shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of the Lender choice and to transfer or delegate to such third parties the right and authority to collect on behalf of the Lender all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including attending the office or residence of the Borrower, receiving the amounts due, and generally performing all lawful acts as the third party may consider appropriate for such purposes.
32. Any waiver of any provision of this Guarantee and any waiver of any default under this Guarantee shall only be effective if made in writing and signed by the Lender. Any waiver or forbearance or delay on the part of the Lender to insist upon the performance of any terms and conditions of this Guarantee, or to exercise any right or privilege conferred under this Guarantee shall not be construed as a waiver on the part of the Lender, and all original rights and powers of the Lender under this Guarantee will remain in full force,

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C. Srinivas



notwithstanding any such forbearance or delay.

33. This Guarantee shall be governed by and be subject to the laws of India and the Guarantor agrees to submit to the non-exclusive jurisdiction of the courts of India provided however that, the Lender may, at its sole option, take action in the courts or before the authorities of any other jurisdiction for any dispute arising hereunder and the Guarantor agrees to submit to such courts or before the authorities of such jurisdiction.

IN WITNESS WHEREOF the Guarantor hereto has executed these presents the ____ day of _____ 20____ first hereinabove written.

✓KS
C. Sethia

RS
C. Sethia

SIGNED AND DELIVERED by the within named Guarantor's

✓KS
C. Sethia

SIGNATURE: _____

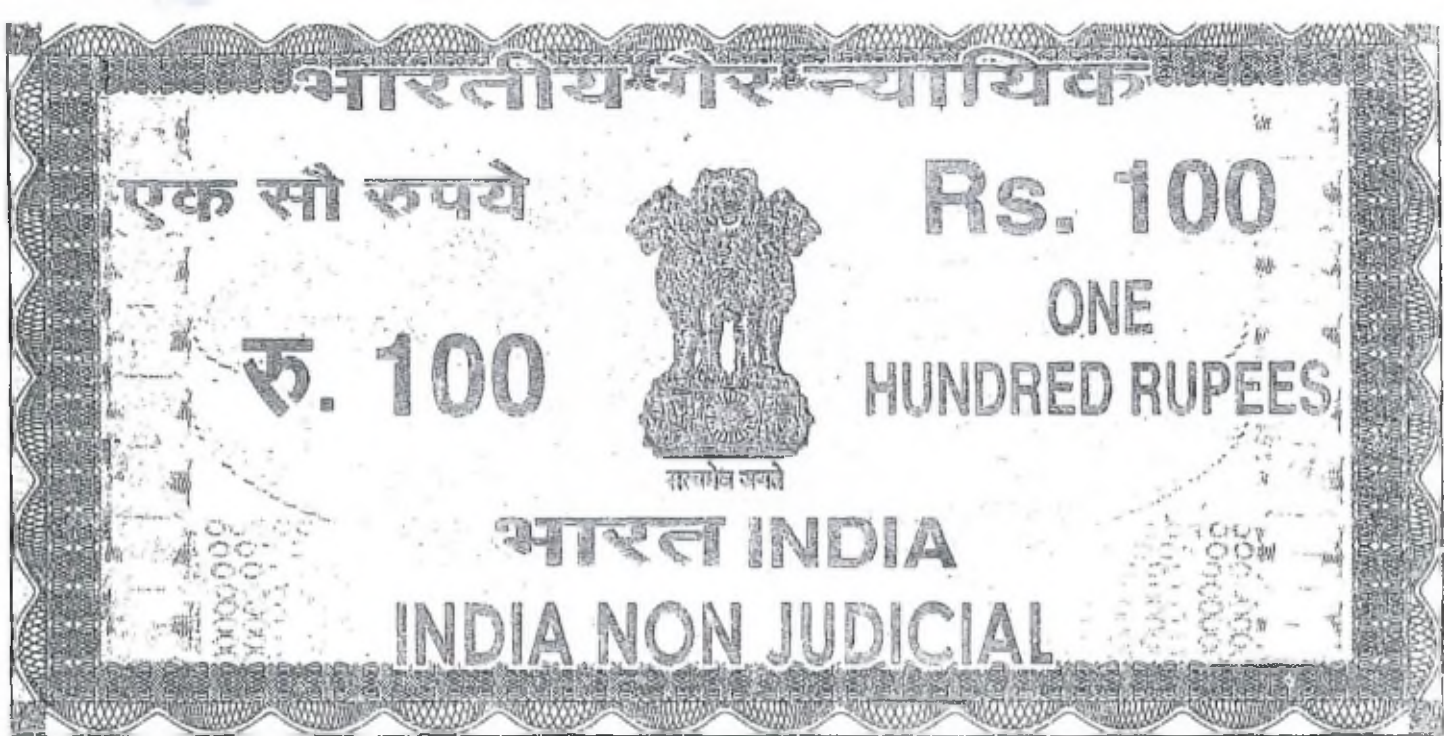
NAME: Mr. Kanishka Sethia

✓RS
C. Sethia

SIGNATURE: _____

NAME: Mr. Rajendra Sethia





पश्चिम बंगाल WEST BENGAL

AH 267691

This stamp paper form an Integral part of
the document titled 'Supplemental of
Principal Guarantee'

4

Asin



011679

Rajendra Sethi & Others

Serial No.

Name.

Address.

71, Park Street, (Room No.-14)
Kolkata-700 016

06 MAY 2022

Licensed Stamp Vendor

Date.

Srijit Sarkar

06 MAY 2022

7A, Screens Park

101-19



Date: 23.5.2022

To,

KOTAK MAHINDRA BANK LIMITED 27, BKC, C 27, G Block,
Bandra Kurla Complex, Bandra
East, Mumbai 400051

This Confirmation cum Supplement to the Principal Guarantee (as defined hereinafter) is being executed on the date and by the persons as specified in the **Schedule hereto**, residing at the address mentioned in the Schedule hereto (hereinafter referred to as the "**Guarantor(s)**"), which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include: (i) in the event that the Guarantor is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; (ii) in the event that the Guarantor is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors; (iii) in the event that the Guarantor is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators, executors and legal representatives; (iv) in the event that the Guarantor is an individual, his/her legal heirs, administrators and executors; (v) in the event that the Guarantor is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his/her/their respective heirs, executors, administrators; (vi) in the event that the Guarantor is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vi) in the event that the Guarantor is a Trust, the Trustee or Trustees for the time being thereof and their successors);

WHEREAS:

1. The Guarantor(s) has/have executed in favour of Kotak Mahindra Bank Limited (hereinafter referred to as the "**Bank**", which expression shall, unless repugnant to the context or meaning hereof, shall mean to include its successors and assigns), the Deed of Personal Guarantee/ Corporate Guarantee executed on the date as mentioned in the Schedule hereto ("**Principal Guarantee**") as security for the due payment, repayment, discharge and redemption of the credit facilities (the "**Facilities**") upto an aggregate not exceeding the amount as mentioned in the



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Schedule hereto ("**Overall Limit**") together with all interest, compound interest, default interest, any other charges, dues and monies payable in relation thereto, costs and expenses reimbursable, as outstanding from time to time and whether any of them due or not, extended by the Bank to the person(s) as specified in the Schedule hereto (hereinafter referred to as the "**Borrower(s)**"), which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include: (i) in the event that the Borrower is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; (ii) in the event that the Borrower is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors; (iii) in the event that the Borrower is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators, executors and legal representatives; (iv) in the event that the Borrower is an individual, his/her legal heirs, administrators and executors; (v) in the event that the Borrower is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his/her/their respective heirs, executors, administrators; (vi) in the event that the Borrower is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vi) in the event that the Borrower is a Trust, the Trustee or Trustees for the time being thereof and their successors), pursuant to a master facility agreement¹ executed on the date as mentioned in the Schedule hereto ("**Principal Agreement**");

2. We understand that, at the request of the Borrower, the Bank has since agreed to provide an additional limit or enhanced limit or modify the Overall Limit and/or provide additional credit facilities and/or modify the Facilities (the additional limit and/or the incremental part of the enhanced limit and/or the modified limit and/or the modified Facilities and/or the additional credit facilities, shall be collectively referred to as the "**Additional/Modified Limit**") taking the Overall Limit under the Principal Agreement to the extent as mentioned in the Schedule hereunder (hereinafter the Additional/Modified Limit together with the Overall Limit as mentioned in Recital 1 hereinabove shall hereinafter be collectively referred to as the "**Enhanced Overall Limit**") in terms of the sanction letter issued on such date as mentioned in the Schedule hereto ("**Sanction/Facility Letter**").



¹ In cases where the Borrower has executed an standalone agreement like Term Loan Agreement, etc. the name of the relevant agreement to be provided

NOW THIS CONFIRMATION WITNESSETH:

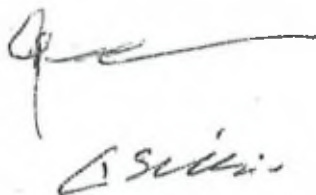
In consideration of the grant of the Additional/Modified Limit and in terms of the Sanction Letter the Guarantor(s) hereby irrevocably and unconditionally declare(s) and confirm(s) to the Bank as under:

1. That the Principal Guarantee executed by the Guarantor(s) in favour of the Bank shall now be available as security to the Bank until such time that all moneys due and payable in terms of the Enhanced Overall Limit (to the extent exhausted) by the Borrower to the Bank have been repaid in full and to the satisfaction of the Bank.
2. That all other terms and conditions, representations, warranties and covenants made under the Principal Guarantee shall remain in full force and effect and shall at all times until the discharge of the obligations of the Guarantor(s) under the Enhanced Overall Limit be valid, binding and legally enforceable against the Guarantor(s).
3. That this confirmation shall be read in conjunction with the Principal Guarantee and shall form an integral part thereof.

Yours truly ,

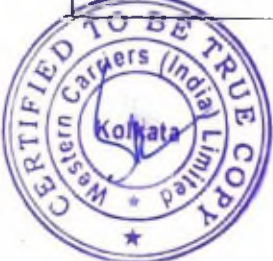
1) Mr. Rajendra Sethia

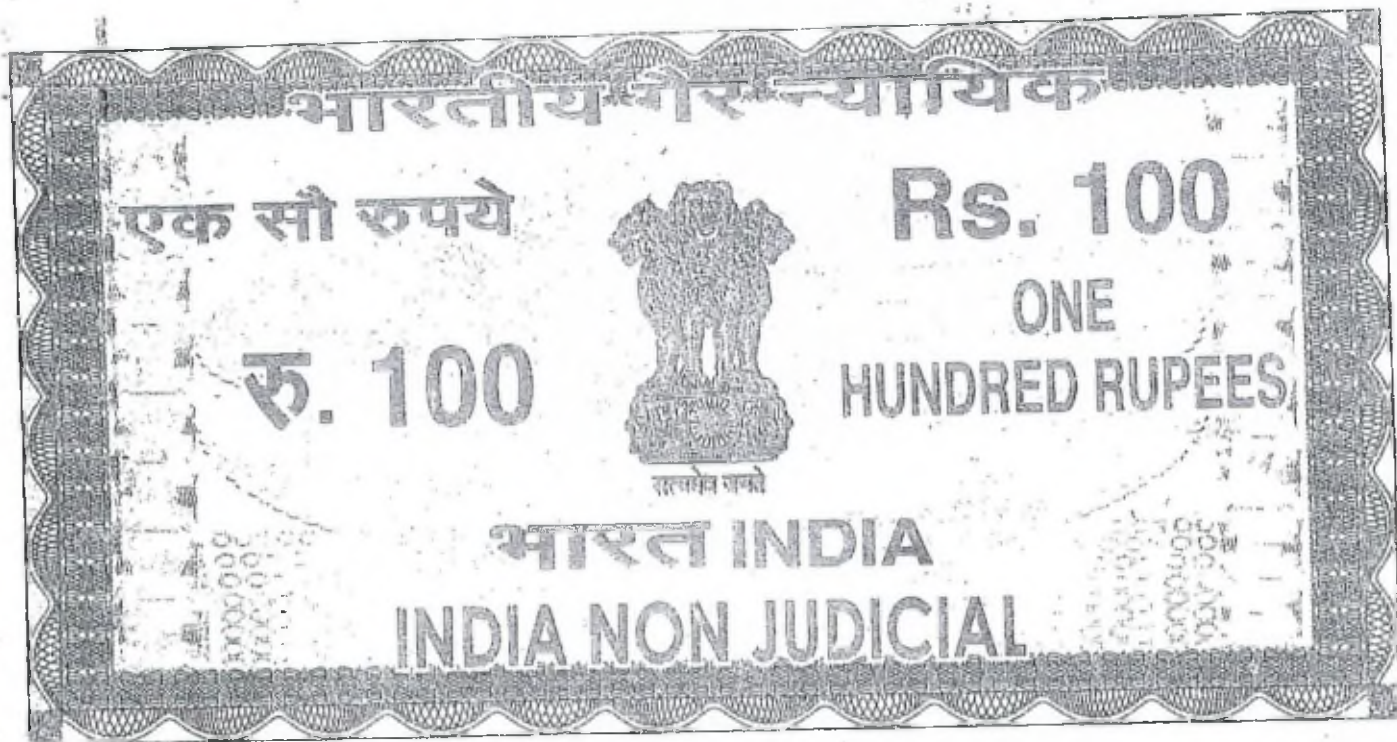
2) Mr. Kanishka Sethia



SCHEDULE

1. Name and Description of the Borrower(s)	Western Carriers India Limited Address: Space Nos. 205/206 Central Plaza, 2/6, Sarat Bose Road, Kolkata -700020
2. Name and Description of the Guarantor(s)	Guarantor-1 : Rajendra Sethia Address: 7 A, Queens Park, P.S. Ballygunj, Kolkata - 700019 Guarantor-2: Kanishka Sethia Address: 7 A, Queens Park, P.S. Ballygunj, Kolkata - 700019
3. Details of the Bank (Branch Office)	15 Park Street, Kolkata -700016
4. Details of the Principal Agreement	Date: 28/8/2019 Any other details:
5. Details of the Principal Guarantee	Date: 19-3-2015 Any other details:
6. Overall Limit	INR. 4400.00 Lakhs { i.e. CC Limit INR. 2400.00 Lakhs and WCDL (sub Limit of CC) INR. 1900.00 Lakhs and Bank Guarantee Limit INR. 2000.00 Lakhs }
7. Additional/Modified Limit	INR. 670.00 Lakhs { i.e. Term Loan-1 Limit INR. 600.00 Lakhs and Capex LC-1 (sub Limit of TL-1) INR. 600.00 Lakhs and Forex Fwd LER Limit INR. 65.00 Lakhs and MTM Limit INR. 5.00 Lakhs }
8. Enhanced Overall Limit	INR. 5070.00 Lakhs { i.e. CC Limit INR. 2400.00 Lakhs and WCDL (sub Limit of CC) INR. 1900.00 Lakhs and Bank Guarantee Limit INR. 2000.00 Lakhs and Term Loan-1 Limit INR. 600.00 Lakhs and Capex LC-1 (sub Limit of TL-1) INR. 600.00 Lakhs and Forex Fwd LER Limit INR. 65.00 Lakhs and MTM Limit INR. 5.00 Lakhs }
9. Date of issue of Sanction Letter	21/04/2022
10. Date of this Confirmation Letter	29/5/2022





दक्षिणबंगाल पश्चिम बंगाल WEST BENGAL

AH 267691

This stamp paper form an Integral Part of
the document titled 'Supplemental of
Principal Guarantee'

[Signature]

[Signature]



D 57

Agreement of Guarantee

Special
Adhesive Stamp
as per
AgreementPlace Bromo LayonDate 15/03/2024on this 15th

2024

day
byJagdish Chandra & Manoj Chandra

hereinafter called the

"Guarantor(s)" which term shall mean and include their heirs, legal representatives, executors, administrators and assigns, in favour of INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act V of 1970, carrying on the business of banking and having its Corporate Office at 254-260, Anna Shanthi Nagar, Royapettah, Chennai 600014 and Head Office at 88, Rajaji Salai, Chennai - 600 001, hereinafter called the "Bank", which term shall mean and include its successors and assigns:

1. In consideration of the Bank allowing/continuing/renouncing at the request of the Guarantor(s) the following banking facilities:

No.	Type of Facility	Limit (₹)
1	<u>Current A/c (Interest)</u>	<u>35000000/-</u>
2	<u>BG</u>	<u>150000000/-</u>

to Western Carriers India Limited

(name of the borrower) at its

Bromo Layon

Branch on the terms and conditions contained in loan

documents dated 15/03/2024 the Guarantor(s) hereby agrees with the Bank as under:

2. The Guarantor(s) hereby guarantee(s) jointly and severally without any condition to pay the bank or demand all principal, interest, costs, charges and expenses due and which may at any time become due to the Bank from the Borrower on the accounts opened in respect of the facility hereinafter called the "said accounts" down to the date of payment and also all loss or damages, costs, charges and expenses and in the case of legal costs, costs as between attorney and client occasioned to the Bank by reason of omission, failure or default temporary or otherwise in such payment by the Borrower or by the Guarantor(s) or any of them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit or otherwise or by sale or realisation / or attempted sale or realisation of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid) charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceeds thereof.

3. The Guarantor(s) hereby declares that this guarantee shall be continuing guarantee and shall not be considered as cancelled or in any way affected by the fact that at any time the said accounts may show no liability against the Borrower or may even show a credit in borrower's favour but shall continue to be a guarantee and remain in operation in respect of all subsequent transactions.

4. The Guarantor(s) hereby agree and declare(s) that this guarantee shall be irrevocable and shall not be revoked till all the obligations of the borrower are fully paid to the Bank.

5. The Guarantor(s) hereby consents to the Bank making any variation that it may think fit in the terms of the contract with the Borrower, to the Bank accepting additional or collateral security of any kind and determining, enlarging or varying any credit to the borrower or making any composition with the borrower or promising to give borrower time or not to sue the borrower and to the Bank parting with any security it may hold for the guaranteed debt. The guarantor(s) also agrees that he/she/they shall not be discharged from his/her/their liability by the Bank releasing the Borrower or by any act or omission of the Bank the legal consequences of which may be to discharge the Borrower or by any act of the Bank which would, but





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 984790

This is a post and parcel 257 agreement

G. ————— C. S. S.



Agreement of Guarantee



This Deed of Agreement of guarantee executed at Bombay on the 15th day of March 1924 by Peeycha Detha & Sonnytha Detha hereinafter called the Guarantor(s) which term shall mean and include their heirs, legal representatives, executors, administrators and assigns in favour of INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act V of 1970, carrying on the business of banking and having its Corporate Office at 254-260, Anna Shammugam Salai, Royapettah, Chennai-600014 and Head Office at 66, Rajaji Salai, Chennai-600 001, hereinafter called the "Bank", which term shall mean and include its successors and assigns.

1. In consideration of the Bank allowing continuing-enhancing at the request of the Guarantor(s) the following banking facilities:

No.	Type of Facility	Limit ₹
1	Credit facility (sublimit)	50000000/- (Fifty Crores only)
2	By	15000000/-

2. Western Overseas India Limited Branch on the terms and conditions contained in the documents dated 15/03/2024 the guarantor(s) hereby agrees with the Bank as under:

1. The Guarantor(s) jointly and severally without any condition to pay the bank on demand all principal, interest, costs, charges and expenses due and which may at any time become due to the Bank from the Borrower on the accounts opened in respect of the facility hereinafter called the said accounts down to the date of payment and also all loss or damages, costs, charges and expenses in the case of legal costs, costs as between attorney and client occasioned to the Bank by reason of omission, failure or default, temporary or otherwise in such payment by the Borrower or by the Guarantor(s) or any of them including costs (as aforesaid) or enforcement or attempted enforcement of payment by suit or otherwise or by sale or realisation / or attempted sale or realisation of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid, charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceedings thereat.

2. The Guarantor(s) hereby declares that this guarantee shall be continuing guarantee and shall not be considered as cancelled or in any way affected by the fact that at any time the said accounts may show no liability against the Borrower or may even show a credit in borrower's favour but shall continue to be a guarantee and remain in operation in respect of all subsequent transactions.

3. The Guarantor(s) hereby agree and declares that this guarantee shall be irrevocable and shall not be revoked till all the obligations of the borrower are fully paid to the Bank.

4. The Guarantor(s) hereby consents to the Bank making any variation that may be made in the terms of the contract with the borrower to the Bank accepting additional or collateral security of any kind and deferring, enlarging or varying any credit to the borrower or making and compromise with the borrower or promising to give borrower time or not to sue the borrower and to the Bank dealing with any security or otherwise by the guarantor(s) date. The guarantor(s) also agrees that he/she may shall not be discharged from his/her other liability by the bank releasing the Borrower or by any act or omission of the bank the legal consequence of which may be to discharge the Borrower or by any act of the Bank which would, but

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[Signature]



for this present provision be inconsistent with his/her/their rights as guarantor(s) or by the Bank's omission to do any act which but for this present provision the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the Borrower and the Guarantor(s) there may be an understanding, the Guarantor(s) agrees that as between the Bank and the Guarantor(s) hereafter they shall continue to work with the Borrower and accordingly hereafter they shall not be entitled to claim the benefit or legal consequence of any variation in the terms of the contract and to any of the rights conferred on a guarantor by Section 133, 134, 135, 139 and 141 of the Indian Contract Act 1872. As such the Guarantor(s) hereby waive all his/her/their rights under Section 133, 134, 135, 139 and 141 of the Indian Contract Act 1872.

10. The Guarantor(s) hereby consents to the Bank renewing from time to time the loan advance facilities referred to in para 1 above allowed to the Borrower, obtaining fresh documents from the borrower, closing the existing accounts, opening new accounts, or transferring the whole or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agrees and declares that his/her/they shall remain liable to the Bank for any indebtedness of the Borrower under the renewed loan and the terms and conditions of the deed shall apply and govern hereafter the liability under the renewed loan.

The Guarantor(s) further declares that all dividends, contributions or payment received by the Bank from the Borrower or any other person or persons liable to his/her/their debt shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representative(s) shall have no right to claim the benefit of any such dividend, contribution or payment until the payment of all claims of the Bank against the Borrower or his/her/their representative(s), which are secured by this guarantee, shall have been paid.

11. No defence, drawback or other credit facilities that the Bank may give to the borrower beyond the limits mentioned in para 1 above or obtaining of any other guarantee or security from the Borrower shall be a defence or excuse or lessen the liability of the Guarantor(s) hereunder.

12. The Guarantor(s) further declares that any accounts settled between the Bank and the Borrower or the interest awarded or confirmed by him/her/their or his/her/their authorised agent(s) or any of the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).

The Guarantor(s) also agrees that any balance or debts confirmed by the Borrower or his/her/their authorised agent(s) or any acknowledgement of liability concerning the same made and signed by the Borrower or his/her/their authorised agent(s) shall be binding on the Guarantor(s) in the same manner and to the same extent as if the Borrower or his/her/their authorised agent(s) was the borrower's authorised agent to make such acknowledgement of liability or confirmation of balance and the said acknowledgement and confirmation shall be binding on him/her/their as if made by him/her/their themselves. The Guarantor(s) further agrees that every such acknowledgement by the borrower or his/her/their authorised agent(s) which binds the liability of the Guarantor(s) for the payment of the acknowledged debts in the same way as for the debts hereby guaranteed.

13. The Guarantor(s) also agrees that the Bank shall be entitled to recover its entire dues on the said account from his/her/their persons or properties upon default in payment by the Borrower.

14. If the amount guaranteed by the Guarantor(s) is paid by the Borrower to the Bank and the Bank is not satisfied with the Guarantor(s) then an obligation shall be placed on the Guarantor(s) to refund the amount advanced by a Court of Law or otherwise that the said payment was a fraudulent payment and if the Bank is made to refund the said amount the Guarantor(s) owing to the Bank in the event of the guarantee shall remain to the same extent and in the same manner as if such payment had not been made.

15. The Guarantor(s) also agrees that the Bank may enforce the guarantee by attaching or realising any of the securities pledged or mortgaged with it notwithstanding that any bills or other instruments given by the Borrower in the said account may be in circulation for collection and outstanding.

16. The guarantee hereby given shall be a continuing security and shall not be determined unless the Guarantor(s) in writing notice is given by the Guarantor(s) and in the event of the guarantors' death or insolvency or their coming under a disability, the liability of the guarantors estate shall continue unless there is a written notice or his/her/their instruction to determine the guarantee which is given to the Bank by the legal representative(s) of the guarantor(s).

17. If the Guarantor(s) has/has not or shall hereafter take any security from the borrower in respect of his/her/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower.





in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.

16. So long as any money remains owing under this guarantee the Bank shall have a lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the Bank belonging to the guarantor(s) under its control.

17. The Guarantor(s) hereby agree to repay the entire dues of the borrower without delay on first written demand or notice from the Bank. The guarantor shall not have any right of set-off against the Bank.

18. The Guarantor(s) agree and consent that guarantor(s) shall be jointly and severally liable and the Bank may on its sole discretion can proceed against the guarantor(s) for recovery of its dues without exhausting all or any of its remedies against the Borrower other guarantor(s).

19. The absence or infirmity in the borrowing powers on the part of the Borrower or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any change in the name or composition of the borrower. It is further expressly agreed that this guarantee shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower and the Bank is enforceable at law or not.

20. Any notice by the Bank in writing under this guarantee or a demand in writing shall be deemed to have been duly given to the Guarantor(s) by sending the same by post addressed to him/her/them at the address hereunder written and shall be effectual notwithstanding any change of residence or death and notwithstanding the notice therefor to the Bank and such demand shall be deemed to have been received by the Guarantor(s) Twenty four hours after the posting thereof and shall be sufficient to prove that the same containing the demand was properly addressed and put into the post.

21. The Guarantor(s) agrees that a copy of the account of the principal debtor contained in the Bank's books of account signed by the Authorized official of the Bank for the time being at the office at which such accounts shall be kept in any office of the Bank shall be conclusive evidence against them of the amount for the time being due to the Bank from the principal debtor in any accounts or other proceedings brought against him upon this guarantee.

22. In the event of Borrower(s) committing default in making due payment of the bank or exchange drawn under terms of letter of credit guarantee the amounts payable by the bank in terms of letter of credit guarantee and/or instalments and/or interest charges etc. payable in term loan working capital term loan funded interest term loan and/or any other credit facility may be debited to the open cash credit/overdraft/current account of the borrower in terms of authority already given by borrower and the bank may in its discretion grant time to the borrower for payment of such liability by endorsing the Credit Limit and to the extent of such debits in respect of O/C/Overdraft and/or allowing overdraft in the Current Account and this guarantee shall be continuing security. The guarantee shall not be determined or discharged by any partial payment or any fluctuation or settlement of the said O/C/Overdraft Current Account or existence of a credit balance of any account at any time and that the guarantor shall continue to be responsible notwithstanding that the borrower had or has no power to obtain such credit facilities from the bank or advances as the bank.

23. The Guarantor(s) hereby agrees that their liabilities as a surety are joint and several owing to creditors provisions and co-extensive with that of the Principal Debtor. When default is made by the Principal Debtor despite demand being made by the Creditor/Bank, the Creditor/Bank becomes entitled to proceed against the Guarantor(s) also and this liability of the Guarantor(s) is immediate when the Guarantor(s) refuses or does not co-operate in making payment of dues after demand from the Creditor/Bank. Once the Guarantor(s) has not conceded/ fails to concede to demand of the Creditor/Bank it entails classification of the Guarantor(s) also as a Joint Debtor(s) in accordance with relevant provisions in which the Guarantor(s) hereby gives his/her/their consent.

24. The Guarantor(s) hereby gives specific consent to the Bank/Lender for disclosing / submitting the financial information as defined in Section 3(13) of the Insolvency and Bankruptcy Code, 2016 / Code for brief / 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 guarantees given securities created for securing the Credit/ Financial facilities availed by the Borrower from the Bank.



Lender from time to time, to any Information Utility ("IU" for brief) as defined in Section 2(17) 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

25. The Guarantor(s) hereby agree to make all payments under this guarantee to the Bank even in case of any insolvency, resolution, liquidation, dissolution or any other analogous proceedings against the principal debtor.

26. The Guarantor(s) hereby agrees and consents to the bank for the disclosure of all or any such information and data relating to the guarantors

(a) information or data relating to the guarantor's obligation in any credit facility

granted/to be granted by the bank and guaranteed by the guarantor(s) and

(b) default if any committed by the guarantors in discharge of their obligations

as the may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised by Reserve Bank of India in this behalf.

27. The Guarantor(s) hereby agrees and consents that

Credit Information Bureau (India) Ltd. and any other agency so authorised may use process the said information and data disclosed by the bank in the manner as deemed fit by them and

(i) Credit Information Bureau (India) Ltd. and any other agency so authorised may furnish for consideration the processed information and data or products thereon prepared by them to Banks/ Financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.

28. The Guarantor(s) agree that wherever required, they should continuously keep a rating from the Credit Rating Agencies (CRAs) registered with RBI throughout the rating tenure (tenure of principal debtor's exposure with the Bank) and provide all necessary information/data for surveillance of such rating to CRAs. (Overseas Guarantors) understand and agree that wherever required they shall continuously have a rating from International CRAs (S&P, Fitch Ratings and Moody's Ratings).

29. The Guarantor(s) agree that this guarantee may be invoked by the Bank by written notice demand within three years from the account turning into NPA or within such extended period as provided under the Limitation Act, 1963 and the Guarantors(s) shall make the payment of entire dues within 15 days from receipt of such notice/demand.

30. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

In witness whereof the Guarantor(s) have set his/her/their hands hereunto on this 18th day of March 2024

Guarantor 1

Guarantor 2

Guarantor 3

Signature

Name

Address

Note: Enclosed in this envelope



LETTER OF CONTINUING SECURITY

To,
The Manager
HDFC Bank Limited,

Date 25/03/2022
Place Kolkata.

Dear Sirs,

We Mr/Ms/Messrs Western ware housing Pvt Ltd, a company incorporated under the provisions of Companies Act 1956/ Partnership, Firm registered, with the Registrar of Firms/ Sole Proprietorship Firm/ Individual, having its registered office/place of business/ residence at Ashoka house 3A Hare street Kolkata and acting through Mr./ Mrs Rajendra Dethia, Who is duly authorised in that behalf vide Board Resolution/ Letter of Authority/ Power of Attorney dated 18/3/22 enclose my/ our Promissory note for Rs 13000000/- thirteen crore only) dated 25/03/22 payable on demand which is given to you as security for the repayment by me/ us to HDFC Bank Limited (Bank) of any sum now due or which may hereafter be or become due from me/us to the Bank in respect of the Credit Facility (s) (hereinafter referred to as the "Facility") not withstanding the fact that the Facility may from time to time be reduced or extinguished, the intention being that the security shall be a continuing security at all times for the said facility or any other facilities obtained by me/ us and payable to the Bank.

Yours truly,

For WESTERN WARE HOUSING PVT. LTD

Director

In Case of Individuals
Name of the Individual

[OR]

THROUGH ITS PROPRIETOR

[OR]

THROUGH AUTHORISED PARTNER (S)

OR

The Common Seal of Western ware housing Pvt Ltd, (Company Name) is hereunto affixed pursuant to a resolution passed at Meeting of the Board of Directors held on 18/3/22 in the presence of

Mr Rajendra Dethia (Designation)

Mr Kunishia Dethia (Designation)

Mr _____ (Designation)

who have affixed their signatures in token thereof

Seal

For WESTERN WARE HOUSING PVT. LTD

Director



2018:151642185672-014092
20160308 08/03/2018 08-189

0000100/-

SUPPLEMENTARY LETTER OF CONTINUING GUARANTEE

(JOINT & SEVERAL)

This Supplementary Letter of Continuing Guarantee is executed at the date and place more particularly set out in Item 1 of Annexure-1 by the persons more particularly set out in Annexure-4 which persons shall, unless repugnant to the context or meaning thereof, be deemed to mean and include: (a) in case of a company, its successors and permitted assigns; (b) in case of a partnership firm, the partners for the time being and from time to time of the partnership firm, their survivor(s), their respective heirs, administrators, executors, legal representatives and successors of the partner(s); (c) in case of a limited liability partnership formed under the Limited Liability Partnership Act, 2008, its successors and permitted assigns; (d) in case of a trust, the trustee(s) of the trust for the time being and from time to time; (e) in case of a Hindu Undivided Family ("HUF"), the Karta and the members for the time being and from time to time of the said HUF and their respective heirs, executors, administrators and assigns; (f) in case of an individual proprietor, the proprietor's heirs, administrators, executors and legal representatives; (g) in case of a registered society, its successors and permitted assigns; hereinafter collectively called "**the Guarantor(s)**" of the ONE PART;

IN FAVOUR OF

HDFC BANK LTD., a banking company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 and a branch office inter alia at the place more particularly mentioned in Item 2 of Annexure-1, hereinafter called "**the Bank**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the OTHER PART;

WHEREAS

A. At the request of the persons more particularly set out in Annexure-2 (hereinafter collectively called "**the Original Guarantor(s)**") the Bank had granted/ agreed to grant to the persons more particularly mentioned in Annexure-5, (hereinafter referred to as "**the Borrower**") various credit facilities and/ or sub limits within a credit facility, as the case may be, aggregating to the amount more particularly listed out in Annexure-3 hereinafter collectively called the "**Facility**".

One of the conditions of the Bank having agreed to grant/ having granted the Facility to the Borrower was that the Original Guarantor(s) shall execute in favour of the Bank an unconditional and irrevocable continuing guarantee by way of letter(s) of guarantee issued by the Original Guarantors in favour of the Bank. The details of the letters of guarantees issued by the Original Guarantor(s) from time to time including all supplementary letters of guarantee issued by such Original Guarantors from time to time are more particularly set out in Annexure-2 attached hereto (collectively referred to as "**Existing Letter(s) of Guarantee**").

C. At the Borrower's request the Bank has agreed to revise the credit facilities and/ or sub limits within a credit facility, as the case may be, as more particularly set out under Annexure-3 ("**Revised Facility**") and grant the Revised Facility to the Borrower on such revised terms and conditions. One of the conditions of the Bank having agreed to grant/ having granted the said Revised Facility to the Borrower was that the Guarantor(s) as more particularly set out under Annexure-4 hereto shall execute in favour of the Bank an unconditional and irrevocable continuing Guarantee covering the Revised Facility.

NOW THEREFORE THE GUARANTORS AGREE that in consideration of the Bank having granted and/ or agreed to grant the Revised Facility to the Borrower, doth hereby irrevocably and unconditionally guarantee the due repayment to the Bank at any branch of the Bank on demand without demur and/ or contestation and notwithstanding any dispute between the Bank and the Borrower, of all the amounts including the principal sum more particularly mentioned in Annexure-3 under the Revised Facility alongwith interest, additional interest, commission, costs and any other charges that may be applicable to the Revised Facility.

The Guarantors hereby confirm that they have each received a copy of the Existing Letter(s) of Guarantee and also confirm the terms and conditions of the same are acceptable to them and are binding on them, save as modified in this Supplementary Letter of Continuing Guarantee.

The Original Guarantors hereby confirm that this Supplementary Letter of Continuing Guarantee shall be a supplement to the Existing Letter(s) of Guarantee and that all the terms and conditions of the Existing Letter(s) of Guarantee shall mutatis and mutandis apply to this Supplementary Letter of Continuing Guarantee save as specifically modified in this Supplementary Letter of Continuing Guarantee and shall extend to the Revised Facility.

The obligations under this Supplementary Letter of Continuing Guarantee read with the Existing Letter(s) of Guarantee are joint and several and independent of the obligations of Borrower, and a separate action or actions may be brought against the Guarantor(s) alone or jointly with the Borrower.

The Guarantor(s) specifically agree(s) and confirms that this Guarantee and all matters concerning the same or arising there from or relating thereto, shall be construed in all respects by the laws of India and shall be subject to the exclusive jurisdiction of the courts at the place more specifically mentioned in Item 3 of Annexure-1.

Annexure-1

Item No.	Description
1	Date of execution of the Supplementary Letter of Continuing Guarantee <u>25/05/2022</u>
1	Place of execution <u>Kolkata</u>
2	Location of HDFC Bank's Branch <u>Kolkata</u>
	Mumbai and/ or <u>Kolkata</u>



LIST OF ORIGINAL GUARANTORS & DETAILS OF EXISTING LETTERS OF GUARANTEE

[illegible]

*The amount should tally with the Facility Amount in Annexure 3

R. S. — K. S. / 1.5.11.

→ Answer K.S. Ans:

Annexure-3

DETAILS OF EXISTING AND REVISED FACILITY

Item No.	Name of the Borrower	Existing Amount (Rs Lakhs)	Revised Amount (Rs Lakhs)	Remarks
	Western Warehousing Pvt Ltd	—	—	—
	CV/TL	675	675	Regular.
	GELL	93.80	93.80	Regular
	DLOD	0	1300	Regular.
	Total	768.80	2068.80	
	TOTAL			

Annexure - 4

LIST OF GUARANTORS (Guaranteeing the Revised Facility Amount)

In case of Individuals		
Name of the Individuals	Name of Reference	Address of Business/Residence
Mr/Ms. Rajendra Sethia	S/o. W/o. D/o. Kamal Sethia	206, Sanyal Bazar Road, Kolkata-700020
Mr/Ms. Kanishka Sethia	S/o. W/o. D/o. Rajendra Sethia	"
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	
Mr/Ms. _____	S/o. W/o. D/o. _____	



Annexure - 4 (Continued)

In case of Partnership firms:		
Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	

Jointly carrying on the business in Partnership under the name and style of M/s _____ and having a place of business at _____

Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	

Jointly carrying on the business in Partnership under the name and style of M/s _____ having a place of business at _____

In case of companies :	
Name of the Company (Incorporated under the provisions of the, Company Act 1956)	Having its registered office at :

In case of any other person :			
Name of the Guarantor	Constitution	Name of Relation	Address of Business/Residence
Mr./Ms. _____		S/o, W/o, D/o _____	
Mr./Ms. _____		S/o, W/o, D/o _____	

(in case of insufficient space provided, addendums to the annexure may be provided)

R.S. _____

K.S. _____



Annexure - 5
List of Borrower(s)

In case of Individuals :

Name of the Individuals	Name of Relation	Address of Business/Residence
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	

(1)

In case of Partnership firms:

Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	

Jointly carrying on the business in Partnership under the name and style of M/s _____
and having a place of business at _____

(2)

Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	

Jointly carrying on the business in Partnership under the name and style of M/s _____
and having a place of business at _____

In case of companies :

Name of the Company (Incorporated under the provisions of the Company Act 1956)	Having its registered office at :
Western Warehousing Pvt Ltd	Adhoka house Room No-302 A, Hare Street Kolkata- 71

In case of any other person :

Name of the Borrower	Constitution	Name of Relation	Address of Business/Residence
Mr./Ms. _____		S/o, W/o, D/o _____	
Mr./Ms. _____		S/o, W/o, D/o _____	

(In case of insufficient space provided, addendums to the annexure may be provided)

R.S.

K.S.

C. S. S. S.



Note: If signed through a POA Holder or Authorised Signatory please specify

(In case of an Individual)

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their authorized signatories at the place, on the day and year first hereinabove mentioned.

Name of the Guarantor

Signature

1. Rajendra Letua.
- 2.
3. Kamitika Letua.
- 4.
- 5.
- 6.

)
)
)
)
)
)

(In case of Proprietary Concern)

IN WITNESS WHEREOF the said Proprietor has set and subscribed his/her hand hereto, at the place, on the day and year first hereinabove mentioned

For _____ (Name of the Prop. Concern)) Signature _____

(Proprietor))

(In case of a Partnership/Limited Liability Partnership firm)

IN WITNESS WHEREOF the Partners of the Firm have set and subscribed their respective hands hereto, at the place, on the day and year first hereinabove mentioned

For _____
(Name of the Partnership/ Limited Liability Partnership Firm)

) Signature _____

-
-
-
-
-
-

)
)
)
)
)
)



R.S.

K.S. Sani

(In case of a Company)

IN WITNESS WHEREOF the common seal of the Company has been hereunto affixed at the place, on the day and year first hereinabove mentioned

The Common Seal of _____ Ltd. has been affixed hereunto)

pursuant to the Resolution of the Board of Directors dated _____)

in the presence of:)

1.)
2.)

the Director/s and/or the _____ who have in token thereof, subscribe)

their signature hereto.)

(In case of a Hindu Undivided Family)

IN WITNESS WHEREOF the members of the said Hindu Undivided Family have set and subscribed their respective hands hereto, at the place, on the day and year first hereinabove mentioned

For _____

(Name of the Hindu Undivided Family)

Signatures

)
)
)

(Members of the said HUF)

(In case of a registered Society)

IN WITNESS WHEREOF the authorised personnel of the society has set and subscribed his hand hereto, at the place, on the day and year first hereinabove mentioned

For _____

Signature

(Name of the registered Society)

(Authorised Personnel)

(In case of a registered Trust)

IN WITNESS WHEREOF _____ acting in the capacity of the Trustee of the Trust has set and subscribed his hand hereto, at the place, on the day and year first hereinabove mentioned

For _____

(Name of the Trust)

(Trustee)

Signature

R.S.

K.S. Sani





LETTER OF CONTINUING GUARANTEE

WEST BENGAL

This Letter of Continuing Guarantee is executed at KOLKATA this 30 day of Oct. 20 12 by :

(1) Shri RAJENDRA SETHIA s/o LATE KANMAL SETHIA residing at 7A, QUEENS PARK, KOLKATA- 700019 which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include his heirs, executors, administrators and legal representatives; and

(2) Shri/Ms. _____ w/o _____ residing at _____ which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include his heirs, executors, administrators and legal representatives; and

(3) Shri/Ms. _____, s/o or d/o or w/o _____ residing at _____ which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include his heirs, executors, administrators and legal representatives; and

(4) Shri/Ms. _____, s/o or d/o or w/o _____ residing at _____ which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include his heirs, executors, administrators and legal representatives; and

(5) M/s WESTERN CARRIERS a Proprietorship firm and having its registered office at 2/6 SARAT BOSE ROAD, CENTRAL PLAZA, 2nd FLOOR, ROOM No- 206, KOLKATA- 700020 which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its successors ; and assigns; and

(6) _____ Limited a Company incorporated under the provisions of the Company Act 1956 and having its registered office at _____

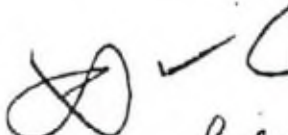
which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its successors ; and assigns; and

(7) _____ Limited a Company incorporated under the provisions of the Company Act 1956 and having its registered office at _____

which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its successors ; and assigns; and

For WESTERN CARRIERS

✓ 
Proprietor

✓ 
RKS



hereinafter collectively called "the Guarantor(s)" of the one part

in favour of

HDFC BANK LTD, a banking company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 and a branch office inter alia at Kolkata.

Hereinafter called "the Bank" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the other part:

WHEREAS:

(i) At the request of the Guarantor(s) the Bank has granted/agreed to grant to M/s WESTERN LOGISTICS (P) LTD (hereinafter referred to as "the Borrower" various credit facilities aggregating to Rs. 750 Lacs (hereinafter collectively called the "said Credit Facility/ies") and the Borrower has executed Loan Agreement dated 30.10.2012 and various other documents as amended from time to time;

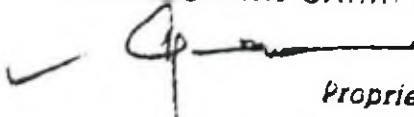
(ii) One of the conditions of the Bank having agreed to grant/having granted the said credit facility/ies to the Borrower was that the Guarantor(s) shall execute in favour of the Bank an unconditional and irrevocable continuing Guarantee being these presents;

NOW THESE PRESENTS WITNESSETH as follows:

1. The Guarantor(s) doth hereby irrevocably and unconditionally guarantee the due repayment to the Bank at any branch of the Bank on demand without demur and/or contention and notwithstanding any dispute between the Bank and the Borrower of all the amounts including the principal sum of Rs. 750,000,001/- (Rupees Seven crore fifty lakh only) towards the said credit facility/ies and indebtedness due and payable by the Borrower to the Bank under the said credit facility/ies or any one or more or all of them or any part thereof for the time being outstanding under the said credit facility/ies granted/agreed to be granted by the Bank to the Borrower and all interest, commission, costs, charges and expenses and all other monies whatsoever due owing and payable by the Borrower to the Bank thereunder (the said dues), in the event of failure on the part of Borrower in repaying the same to the Bank or discharging its liability thereunder. The Guarantor(s) shall pay to the Bank forthwith on first demand at its Branch Office at Kolkata, the said dues (the decision of the Bank as to such default / failure of the Borrower and the amount claimed therein, being final, conclusive and binding on the Guarantor(s)).

2. The obligations hereunder are joint and several and independent of the obligations of Borrower, and a separate action or actions may be brought against the Guarantor(s) alone or jointly with the Borrower.

For WESTERN CARBON


Proprietor
R.K.S




R.K.S



3. In the event of the Guarantor(s) failure to pay to the Bank the said dues forthwith on demand made by the Bank then in such event, the aforesaid amount shall bear and carry interest at the rate of 18% per annum or such other rate as the Bank may in its absolute discretion stipulate, from the date of demand till payment by the Guarantor(s).

4. The Guarantor(s) hereby indemnifies the Bank and agrees to keep the Bank indemnified and save harmless at all times till the said credit facility/ies is outstanding, due and payable by the Borrower, against all actions, proceedings, claims and demands, duties, penalties, taxes, losses, damages, cost (as between Advocate and Client) charges and expenses and other liability whatever which may be brought and made against or sustained or incurred by the Bank by reason of having granted/ continued/agreed to grant the said credit facility/ies to the Borrower.

5. The Bank shall be at liberty, and shall have full discretionary power without the Guarantor(s) further assent and knowledge and without in any way affecting the Guarantor(s) liability under this guarantee and the Guarantor(s) hereby waives the rights available to it as surety under the applicable provisions of the Indian Contract Act, 1872 or its statutory modification or re-enactment thereof.

(a) to renew/change/enlarge/release the terms and conditions for grant of the said credit facility/ies or any advance, credit entered into with/granted to the Borrower, or

(b) to hold over, renew, or give up in whole or in part, and from time to time, any bills, notes, mortgages, charges, liens or other securities received or to be received from the Borrower either alone or jointly with any other person or persons;

(c) to vary/exchange or release any securities held or to be held by the Bank for the said credit facility/ies; or

(d) to release or discharge the Borrower or any person liable with the Borrower as Guarantor(s) or otherwise, or

(e) to do any act or omission the legal consequence of which is to discharge the Borrower or any person liable for or with the Borrower as aforesaid, or

(f) to postpone for any time or from time to time the exercise of any power or powers conferred upon the Bank by law or otherwise and to exercise the same any time and in any manner and either to enforce or ~~forbear to enforce~~ the covenants or agreements entered into by the Bank with the Borrower or any other remedies or securities available to the Bank, or

(g) to enter into any composition or compound with or promise to grant/extend time or any other indulgence or not to sue, either the Borrower or any other person liable as surety, or collaterally liable for the Borrower, as the Bank may deem fit,

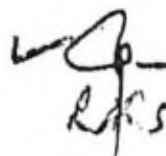
(h) And nothing done or omitted to be done by the Bank in pursuance of any authority or permission contained in this guarantee shall affect or discharge the liability under this guarantee of any of the Guarantor(s)

For WESTERN CARRIERS

Proprietor

RKS







6. The Guarantor(s) shall also not be entitled to look into or consider any question or dispute which may arise between the Bank as the Creditor and the Borrower as to repayment by the Borrower to the Bank of all amounts due under the said facility together with all interest, costs, charges and expenses in respect thereof or otherwise howsoever.
7. This Guarantee shall remain in full force and effect until the Borrower is fully discharged by the Bank of all the liabilities under the said credit facility/ies and until the Borrower has got the discharge confirmed in writing from Bank.
8. Further, this guarantee shall be a continuing guarantee and be applicable to the ultimate balance that may become due to the Bank from the Borrower under the said credit facility/ies notwithstanding that the loan account maintained by the Bank for the Borrower, may in the meantime or at any time or times have been in credit or may have disclosed a reduced or nil balance.
9. The Bank shall be entitled to retain realise or otherwise dispose off in such manner as the Bank may think fit any securities, now or hereafter held by the Bank and without any liability to account to the Guarantor(s) or any appropriation of such securities or of the proceeds thereof until the said ultimate balance shall have been satisfied.
10. And Notwithstanding the Bank receiving payments from the Borrower/ the Guarantor(s) or any person or persons as aforesaid liable to the Bank, or from any security held by the Bank of the whole or any part of the amount hereby guaranteed, if the Borrower shall become bankrupt or insolvent or being a corporation or any incorporated company shall pass a resolution for voluntary winding-up or shall be ordered to be wound-up by an order of the court, or shall enter into any arrangement scheme including rehabilitation scheme approved by Banks/Financial institutions/BIFR etc., compromise with its creditor or creditors, the Bank shall be at liberty without discharging the Guarantor(s) liability to make or assent to any compromises, compositions or arrangements and to rank as creditors for the Bank's total claim hereunder and to receive dividends, composition or other payments thereupon to the entire exclusion and surrender of all the Guarantor(s) rights as surety/sureties in competition with the Bank, notwithstanding the statutes of bankruptcy or any rule of law or equity to the contrary, unless all the Bank's dues as aforesaid have been satisfied in full.
11. The Guarantor(s) or any of them shall not be entitled in competition with the Bank to prove in the bankruptcy or insolvency of the Borrower or exercise any other right of surety discharging his liability in respect of the principal debt and shall not have any right to be subrogated to the Bank in respect of any proof unless and until the whole of the moneys owing to the Bank by the Borrower shall have been completely discharged and paid and to enable the Bank to sue the Borrower or prove against his estate for the whole of the moneys owing the Bank may place any sum received from the Guarantor(s) or any of them to a suspense account, without any obligation on its part to apply the same towards the discharge of the moneys then owing.

For WESTERN CARRIERS

Proprietor

RKS

RKS



12. Further if the Guarantor(s) now have or shall hereafter take any security from the Borrower in respect of the Guarantor(s) liability under this guarantee, the Guarantor(s) will not prove in the bankruptcy or insolvency or winding-up of the Borrower in respect thereof to the Bank's prejudice and such security shall stand as a security for the Bank and shall forthwith be deposited with the Bank.

13. Any indebtedness of the Borrower now or hereafter held by the Guarantor(s) is hereby subordinated to the indebtedness of the Borrower to Bank; and such indebtedness of Borrower to Guarantor(s) if Bank so request shall be collected, enforced and received by Guarantor(s) as trustee for Bank and be paid over to Bank on account of the indebtedness of Borrower to Bank but without reducing or affecting in any manner the liability of Guarantor(s) under the other provisions of this guarantee.

14. The Bank may proceed against and recover from any of the Guarantor(s) property including any credit balance or security held / to be held in future, by the Bank on the Guarantor(s) account by sale and or otherwise and allocate and apply the net proceeds of sale and realisation thereof and any other monies in the Bank's hands standing to the Guarantor(s) credit or belonging to the Guarantor(s) on any account whatsoever independently the one of the other in such order and in such manner as the Bank may think fit in or towards the payment of any monies payable by the Borrower/ Guarantor(s) to the Bank hereunder.

15. The Guarantor(s) hereby undertake to do execute and perform on demand at the Guarantor(s) cost all such acts, deeds and things as the Bank may require for as further security or for due discharge of the Guarantor(s) liability hereunder and if so required by the Bank to deposit with the Bank cash or any security acceptable to the Bank to cover the total liability and obligations under this guarantee.

16. The Bank's decision shall be final and binding on the Guarantor(s) in respect of all matters concerning the aforesaid amounts and/or these presents.

17. The Bank may enforce and recover upon this guarantee for full amount hereby guaranteed and interest thereon to satisfy its total claim against the Borrower, notwithstanding any composition as aforesaid and notwithstanding any other guarantee, security or remedy which the Bank may hold or be entitled to in respect of the sum hereby secured, and notwithstanding any charges for interest which may be debited in the Bank's account for the Borrower or in any other account for the Borrower.

18. This guarantee shall not be affected by any change in the constitution of the Borrower or the Guarantor(s) and shall not be determined or in any manner prejudiced by any absorption and amalgamation or re-constitution or alteration in the status or change in the Constitution of the Bank but shall ensure and be available for and by the absorbing or amalgamated or reconstituted or altered or changed authority or body.

19. This guarantee shall be in addition and not in substitution to any other guarantee for the Borrower signed by the Guarantor(s) that the Bank may at any time hold.

For WESTERN CARRIERS


Proprietor

RKS




RKS



20. In order to give effect to this guarantee, the Bank shall be entitled to act as if the Guarantor(s) is the Principal debtor to the Bank for all payments and covenants hereby guaranteed.

21. The Guarantor(s) agrees that the Guarantor(s) shall not be entitled to claim the benefit of any legal consequences of any variation of any contract entered into by the Borrower with the Bank, the liability in respect of which is guaranteed by the Guarantor(s) aforesaid.

22. The Guarantor(s) agrees that as a pre-condition of the said credit facilities given to the Borrower by the Bank, in case the Borrower commits default in repayment of the said credit facilities or in the repayment of the interest thereon or any installments thereof on the due dates or in case of default by the Guarantor(s) in the performance of the obligations hereunder, the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower and/or Guarantor(s) and its/their Directors / Partners / Proprietor as defaulters in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

23. The Guarantor(s) understands that as a pre-condition, relating to grant of the said credit facilities to the Borrower and furnishing of guarantee in relation thereto, the Bank, requires consent of the Guarantor(s) of the credit facility, granted / to be granted by the Bank for the disclosure of information and data relating to the Guarantor(s), any credit facility availed of by the Guarantor(s), obligations as assumed by the Guarantor(s), in relation thereto and default, if any, committed in discharge thereof.

24. Accordingly, the Guarantor(s) hereby agrees and gives consent for the disclosure by the Bank of all or any such;

a. Information and data relating to it;

b. The information or data relating to its obligations in any credit facility granted / to be granted by the Bank and guaranteed by it as a Guarantor(s); and

c. Default, if any, committed by it, in discharge of its such obligations, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorised in this behalf by RBI.

25. The Guarantor(s) declares that the information and data furnished by it to the Bank are true and correct.

26. The Guarantor(s) undertakes that:

a. the Credit Information Bureau (India) Limited and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

For WESTERN CARRIERS

Proprietor



b. the Credit Information Bureau (India) Limited and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

27. The absence or infirmity of borrowing powers on the part of the Borrower or any irregularity in the exercise thereof shall not affect the Guarantor(s) liability and any monies advanced to the Borrower shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be effected by any change in the name or constitution of the un-incorporated body or firm by death or retirement or otherwise howsoever.

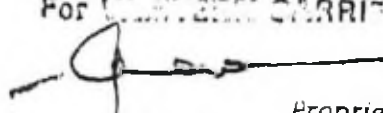
28. This guarantee shall be enforceable against the Guarantor(s) notwithstanding that the securities created/to be created by the Borrower or by the Guarantor(s) or any other collateral securities the Bank might obtain/have obtained from the Guarantor(s) or the Borrower or any negotiable or other securities referred to herein or to which it may extend or be applicable shall at the time of proceedings being taken against the Guarantor(s) on this guarantee be outstanding or unrealised.

29. In addition to all liens upon, and rights of set off against the monies, securities or other property of Guarantor(s) given to the Bank by law, the Bank shall have a lien upon and a right of set off against, all monies, securities and other property of Guarantor(s) now or hereafter in the possession of or on deposit with the Bank, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to Guarantor(s). No lien or right of set off shall be deemed to have been waived by any act or conduct on the part of Bank, or by any neglect to exercise such right of set off or to enforce such lien, or by any delay in so doing and every rights of set off and lien shall continue in full force and effect until such rights of set off or lien is specifically waived or released by an instrument in writing executed by the Bank.

30. The demand hereunder in writing shall be deemed to have been duly given to the Guarantor(s) by the Bank, by sending the same by post addressed to the Guarantor(s) at the Guarantor(s)'s Registered Office hereunder written and shall be effectual notwithstanding any change thereof and notwithstanding notice thereof to the Bank, and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof and shall be sufficient if signed by any officer of the Bank and in proving such service it shall be sufficient to prove that the letter containing the demand was properly addressed and put into the Post Office.

31. This guarantee shall inure for the benefit of the Bank's successors and assigns, and shall be binding on the Guarantor(s), Guarantor(s)'s estate, effects and successors.

32. The Guarantor(s) have agreed to issue a personal guarantee favouring the Bank in support of the credit facility/ies of Rs 75000000/- sanctioned to the Borrower. In this regard, the Guarantor(s) confirm that the Guarantor(s) have not received nor will receive, any

For GUARANTOR CARRIERS

Proprietor
R.K.S.




R.K.S.



consideration in whatever form, directly or indirectly, from the Borrower for the issuance of the personal guarantee as security for the credit facility/ies.

33. Any sum of money which may not be recoverable from the Guarantor(s) on the footing of a guarantee whether by reason of any legal limitation, disability or incapacity on or of the Borrower shall nevertheless be recoverable from them as principal debtors.

34. The Guarantor(s) specifically agrees and confirms that this Guarantee and all matters concerning the same or arising there from or relating thereto, shall be construed in all respects by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at Mumbai / Kolkata only.

35. It is hereby expressly agreed between the parties that even if by any act of legislation and/or by any act of State and/or God if Borrower's debts under the said credit facility/ies to the Bank are suspended or cancelled the Guarantor(s) shall nevertheless be bound to pay to the Bank all the amounts demanded by the Bank from the Guarantor(s) hereunder.

36. The non-execution or defective execution of this guarantee by any of the Guarantor(s) will not absolve the other of the Guarantor(s) from fully liability hereunder.

Signed and Delivered by the within named

Name(s)

Signature(s)

Shri/Ms

Rajendra Sethia

Shri/Ms

Western Carriers

For WESTERN CARRIERS

[Signature]
Proprietor
RKS

[Signature]
RKS

[Signature]



The Common Seal of _____ Ltd was hereunto
affixed pursuant to the Resolution passed at its Board Meeting
held on the day of 20____ in the
presence of :

Mr.

Mr.

Directors and

Mr. (Designation)
Who have in token hereof set their respective hands hereto.

The Common Seal of _____ Ltd was hereunto
affixed pursuant to the Resolution passed at its Board Meeting
held on the day of 20____ in the
presence of :

Mr.

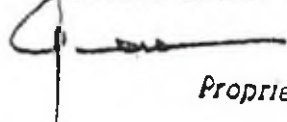
Mr.

Directors and


Mr. (Designation)
Who have in token hereof set their respective hands hereto.

{ pls insert signature clauses depending on the no of parties

For WESTERN CARR' RS


Proprietor
RKS




RKS



SUPPLEMENTARY LETTER OF CONTINUING GUARANTEE

(JOINT & SEVERAL)

This Supplementary Letter of Continuing Guarantee is executed at the date and place more particularly set out in Item 1 of Annexure-1 by the persons more particularly set out in of Annexure-4 which persons shall, unless repugnant to the context or meaning thereof, be deemed to mean and include; (a) in case of a company, its successors and permitted assigns; (b) in case of a partnership firm, the partners for the time being and from time to time of the partnership firm, their survivor(s), their respective heirs, administrators, executors, legal representatives and successors of the partner(s); (c) in case of a limited liability partnership formed under the Limited Liability Partnership Act, 2008, its successors and permitted assigns; (d) in case of a trust, the trustee(s) of the trust for the time being and from time to time; (e) in case of a Hindu Undivided Family ("HUF"), the Karta and the members for the time being and from time to time of the said HUF and their respective heirs, executors, administrators and assigns; (f) in case of an individual proprietor, the proprietor's heirs, administrators, executors and legal representatives; (g) in case of a registered society, its successors and permitted assigns; hereinafter collectively called **"the Guarantor(s)"** of the ONE PART;

IN FAVOUR OF

HDFC BANK LTD., a banking company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 and a branch office inter alia at the place more particularly mentioned in Item 2 of Annexure-1, hereinafter called **"the Bank"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the OTHER PART;

WHEREAS

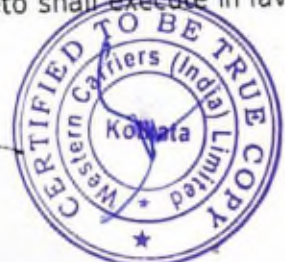
A. At the request of the persons more particularly set out in Annexure-2 (hereinafter collectively called **"the Original Guarantor(s)"**) the Bank had granted/ agreed to grant to the persons more particularly mentioned in Annexure-5, (hereinafter referred to as **"the Borrower"**) various credit facilities and/ or sub limits within a credit facility, as the case may be, aggregating to the amount more particularly listed out in Annexure-3 hereinafter collectively called the "Facility".

B. One of the conditions of the Bank having agreed to grant/ having granted the Facility to the Borrower was that the Original Guarantor(s) shall execute in favour of the Bank an unconditional and irrevocable continuing guarantee by way of letter(s) of guarantee issued by the Original Guarantors in favour of the Bank. The details of the letters of guarantees issued by the Original Guarantor(s) from time to time including all supplementary letters of guarantee issued by such Original Guarantors from time to time are more particularly set out in Annexure-2 attached hereto (collectively referred to as **"Existing Letter(s) of Guarantee"**).

C. At the Borrower's request the Bank has agreed to revise the credit facilities and/ or sub limits within a credit facility, as the case may be, as more particularly set out under Annexure-3 (**"Revised Facility"**) and grant the Revised Facility to the Borrower on such revised terms and conditions. One of the conditions of the Bank having agreed to grant/ having granted the said Revised Facility to the Borrower was that the Guarantor(s) as more particularly set out under Annexure-4 hereto shall execute in favour of

[X]

Page 1 of 8



the Bank an unconditional and irrevocable continuing Guarantee covering the Revised Facility.

NOW THEREFORE THE GUARANTORS AGREE that in consideration of the Bank having granted and/ or agreed to grant the Revised Facility to the Borrower, doth hereby irrevocably and unconditionally guarantee the due repayment to the Bank at any branch of the Bank on demand without demur and/ or contestation and notwithstanding any dispute between the Bank and the Borrower, of all the amounts including the principal sum more particularly mentioned in Annexure-3 under the Revised Facility alongwith interest, additional interest, commission, costs and any other charges that may be applicable to the Revised Facility.

The Guarantors hereby confirm that they have each received a copy of the Existing Letter(s) of Guarantee and also confirm the terms and conditions of the same are acceptable to them and are binding on them, save as modified in this Supplementary Letter of Continuing Guarantee.

The Original Guarantors hereby confirm that this Supplementary Letter of Continuing Guarantee shall be a supplement to the Existing Letter(s) of Guarantee and that all the terms and conditions of the Existing Letter(s) of Guarantee shall mutatis and mutandis apply to this Supplementary Letter of Continuing Guarantee save as specifically modified in this Supplementary Letter of Continuing Guarantee and shall extend to the Revised Facility.

The obligations under this Supplementary Letter of Continuing Guarantee read with the Existing Letter(s) of Guarantee are joint and several and independent of the obligations of Borrower, and a separate action or actions may be brought against the Guarantor(s) alone or jointly with the Borrower.

Governing Law, Jurisdiction and Arbitration:

This Agreement shall be subject to, governed by, and construed in accordance with the laws of India.

The Parties hereto expressly agree that all disputes arising out of and /or relating to this Agreement including any Transaction Documents shall be subject to the exclusive jurisdiction of the Court/Tribunal of the city in which the Lending Office is situated more particularly mentioned in Annexure-1. Provided that to the extent allowed by Law, the Bank shall be entitled to take proceedings relating to a dispute in any Court/Tribunal of any other place which has jurisdiction. Provided further that if any dispute arising under this Agreement is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrator shall be final and binding on the Parties. The cost of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The venue of arbitration shall be the city in which the Lending Office is situated or such other place as may be determined by the Bank. If a Party is required to enforce an arbitral award by legal action of any kind, the Party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney fees, including any cost of additional litigation or arbitration taken by the Party seeking to enforce the award.

[X]



Annexure-1		
Item No.	Description	
1	Date of execution of the Supplementary Letter of Continuing Guarantee	
	Place of execution	
2	Location of HDFC Bank's Branch / Lending Office (Address).	
3	Place of Jurisdiction Mumbai /	

✓) *[Signature]*

Annexure-2						
LIST OF ORIGINAL GUARANTORS & DETAILS OF EXISTING LETTERS OF GUARANTEE						
Name of Existing Guarantor	Name of Relation (S/o, W/o, D/o)	Constitution	Business/Residence/Registered Address	Date of execution of the Existing Letter of Guarantee	Amount guaranteed there under (Rs/Lakhs)	Remarks (Please write the name of all partners in case of Partnership)
Bajendra Sethia		Individual	7a, Queens Park, Kolkata, West Bengal, India	26/11/13	500	
Kanishka Sethia		Individual	7a Queens Park, Kolkata, West Bengal, India	26/11/13	500	

*The amount should tally with the Facility Amount in Annexure 3

87
✓) *[Signature]*

[Signature]
KS

[Signature]



Annexure-3**DETAILS OF EXISTING AND REVISED FACILITY**

Item No.	Details	Facility Amount (Rs. Lakhs)	Revised Facility Amount (Rs. Lakhs)	Remarks
1	Under the Master Facility Agreement/Addendum	500	650	
2	Other Facilities			
	a. GECL	80	80	
	b.			
	c.			
	TOTAL	580	730	

Annexure - 4

LIST OF GUARANTORS
(Guaranteeing the Revised Facility Amount)

LIST OF GUARANTORS

In case of Individuals :		
Name of the Individuals	Name of Relation	Address of Business/Residence
Rajendra Sethia	S/o , W/o ,D/o	7a, Queens Park, Kolkata, West Bengal, India
Kanishka Sethia	S/o , W/o ,D/o	7a Queens Park Kolkata, West Bengal, India

Annexure - 4 Continued

(1)	In case of Partnership firms:	
Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	



Jointly carrying on the business in Partnership under the name and style of M/s
_____ and having a place of business at

(2)

Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	

Jointly carrying on the business in Partnership under the name and style of M/s
_____ and having a place of business at

In case of companies :

Name of the Company (incorporated under the provisions of the, Company Act 1956) Having its registered office at :

In case of any other person :

Name of the Guarantor	Constitution	Name of Relation	Address of Business/Residence
Mr./Ms.		S/o, W/o, D/o	
Mr./Ms.		S/o, W/o, D/o	

(in case of insufficient space provided, addendums to the annexure may be provided)

**Annexure - 5
List of Borrower(s)**

In case of Individuals :		
Name of the Individuals	Name of Relation	Address of Business/Residence



Handwritten signatures and marks at the bottom of the page.

Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	
(1)	In case of Partnership firms:	
Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	

Jointly carrying on the business in Partnership under the name and style of

_____ and having a place of business

V-3 *G. S. S.*

Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	

Jointly carrying on the business in Partnership under the name and style of
M/s _____ and having a place of business

G. S. S.

In case of companies :	
Name of the Company (incorporated under the provisions of the Company Act 1956)	Having its registered office at :
Western Conglomerate Limited	Ashoka House, Third Floor, 3a Hare Street, Room No:302 Kolkata, West Bengal, India



V-3 *G. S. S.*

G. S. S.

In case of any other person :			
Name of the Guarantor	Constitution	Name of Relation	Address of Business/Residence
Mr./Ms. _____		S/o, W/o, D/o	
Mr./Ms. _____		S/o, W/o, D/o	
(in case of insufficient space provided, addendums to the annexure may be provided)			

Note: If signed through a POA Holder or Authorised Signatory please specify

(In case of an Individual)

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their authorized signatories at the place, on the day and year first hereinabove mentioned.

Name of the Guarantor

Signature

- 1.
- 2.
- 3.
- 4.

- 5.
- 6.

(In case of Proprietary Concern)

IN WITNESS WHEREOF the said Proprietor has set and subscribed his/her hand hereto, at the place, on the day and year first hereinabove mentioned

For _____ (Name of the Prop. Concern)

) Signature

(Proprietor))

In case of a Partnership/Limited Liability Partnership firm)

IN WITNESS WHEREOF the Partners of the Firm have set and subscribed their respective hands hereto, at the place, on the day and year first hereinabove mentioned

For _____) Signature _____

(Name of the Partnership/ Limited Liability Partnership Firm)

-
-
-
-
-

(In case of a Company)

IN WITNESS WHEREOF the common seal of the Company has been hereunto affixed at the place, on the day and year first hereinabove mentioned

The Common Seal of _____ Ltd. has been affixed hereunto pursuant to the Resolution of the Board of Directors dated _____ in the presence of:



Seal

1.)
 2.)
- the Director/sand/or the..... who have in token thereof, subscribe)
their signature hereto.)

(In case of a Hindu Undivided Family)

IN WITNESS WHEREOF the members of the said Hindu Undivided Family have set and subscribed their respective hands hereto, at the place, on the day and year first hereinabove mentioned

For _____
(Name of the Hindu Undivided Family)

Signatures

)
)
)

(Members of the said HUF)

(In case of a registered Society)

IN WITNESS WHEREOF the authorised personnel of the society has set and subscribed his hand hereto, at the place, on the day and year first hereinabove mentioned

For _____ Signature
(Name of the registered Society)
(Authorised Personnel)

(In case of a registered Trust)

IN WITNESS WHEREOF _____ acting in the capacity of the Trustee of the Trust has set and subscribed his hand hereto, at the place, on the day and year first hereinabove mentioned

For
(Name of the Trust)
(Trustee)

Signature

)
)

KS C. S. S. S.

RS [Signature]



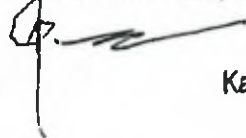


पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AN 342448

This non-judicial stamp paper of Rs. 100/-
forms part and parcel of Guarantee Agreement -
Being executed for availing financial
facilities from Kotak Mahindra Bank Limited.

Rajendra Sethia (HUF)


Karta



Sushil Sethi



ক্রম - ১ / প্রথম Kalyanpur
ঠিকানা 2/6, Sarat Bose Road
100 টাকা Kol Kaha - 70
মূল্য 21 NOV 2023
স্বাক্ষর [Signature]

অর্থসচিব
স্বাক্ষর
স্বাক্ষর



GUARANTEE DEED

This Guarantee Deed (hereinafter called "Deed") is made at the place and on the date stated in the Schedule hereto.

BETWEEN:

The person who is referred to as the Guarantor in the Schedule, (hereinafter referred to as the "Guarantor"), (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include,

- i. where the Guarantor concerned is an individual or a proprietorship firm, his/her heirs, executors and administrators;
- ii. where the Guarantor concerned is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners or partner for the time being of the said firm, the survivors or the survivor of them and their heirs, executors and administrators of the last surviving partner;
- iii. where the Guarantor concerned is a Hindu undivided family, the member or members for the time being of the said Hindu undivided family, and their respective heirs, executors and administrator;
- iv. where the Guarantor concerned is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors in title;
- v. where the Guarantor concerned is an unincorporated body, all the members of such body and their respective successors;
- vi. where the Guarantor is the Governing Body of a Society, its respective successors and the members of the Governing Body and any new members elected, appointed or co-opted;
- vii. where the Guarantor is the Trustees of the Trust, their successors) of the **FIRST PART**;

AND

Kotak Mahindra Bank Limited, a banking company within the meaning of the Section 5(c) of The Banking Regulation Act, 1949 (10 of 1949) and having its registered office at 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051, and a branch office amongst other places at the place mentioned in the Schedule hereto ("**Branch Office**") hereinafter referred to as the "**Bank**" (which expression shall unless repugnant to the context mean and include its successors and assigns) of the **SECOND PART**.

The Guarantor and the Bank are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Bank has agreed to lend and advance various facilities and may from time to time lend and advance additional or more facilities or change, revise, inter-change, enhance, renew, extend the limits and/or sub-limits thereof, within the overall limit ("**Overall Limit**") more particularly described in the Schedule hereto (with all such changes, etc. from time to time hereinafter collectively referred to as "**the Facilities**") upon the terms and conditions contained in the Master Facility Agreement referred to in the Schedule hereto (as may be amended or restated from time to time) entered into between the Borrower as specified in the Schedule hereunder written and the Bank, respective Facility Letters/Sanction Letters from time to time (collectively, "**Master Facility**");



- Agreement", including all its amendments, modifications, restatements, supplements, from time to time).
- B. As per one of the terms thereof the payment and discharge of the Secured Obligations (as defined hereunder) will be secured, *inter alia*, by a guarantee from the Guarantor.
- C. The Bank has called upon the Guarantor to execute these presents in favour of the Bank and its successors and assigns from time to time, which the Guarantor has agreed to do in the manner hereinafter expressed.

NOW THIS DEED WITNESSETH AND IN CONSIDERATION OF THE PREMISES, THE GUARANTOR DOETH HEREBY UNCONDITIONALLY, ABSOLUTELY AND IRREVOCABLY GUARANTEE TO AND AGREE WITH THE BANK AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined, capitalized terms in this Deed shall have the meanings given to them in the Master Facility Agreement. In these presents unless there is anything in the subject or context inconsistent therewith, the capitalised terms listed below shall have the following meanings:

"Final Settlement Date" means such date on which the Master Facility Agreement is terminated and the Secured Obligations have been paid and discharged in full in accordance with the terms of the Master Facility Agreement and the Bank has provided a written confirmation of the same to the Borrower;

"Related Party/ies" shall have the meaning ascribed to such term in Clause 22.1(b) of this Deed.

"Secured Obligations" means all obligations at any time due, owing or incurred by the Borrower to the Bank in respect of the Facilities advanced thereunder and shall include the obligation to make payment of the amounts due on each of the relevant due dates and includes Interest, Additional Interest and all fees, costs, charges and expenses and other monies payable by the Borrower in respect of the Facilities;

1.2 INTERPRETATION

The principles of Interpretation set out in the Master Facility Agreement shall mutatis mutandis apply to this Deed.

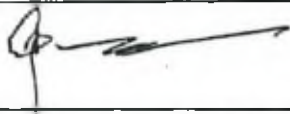
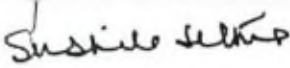
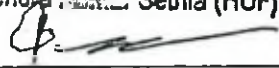
- 2** The Guarantor hereby guarantees, as primary obligor and not merely as surety, the discharge of the Secured Obligations by the Borrower and hereby irrevocably, unconditionally and unequivocally undertakes to the Bank that, the Guarantor shall, on each demand by the Bank from time to time, forthwith unconditionally and irrevocably pay to the Bank and make good all amounts demanded in respect of the Secured Obligations, without any counter-claim, set-off, protest, dispute or demur. Any such demand made by the Bank on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Borrower or any arbitration or other legal proceedings, pending before any court, tribunal, arbitrator or any other authority. All such payments to be made by the Guarantor shall be made forthwith upon each such demand being made and in the event of failure by the Guarantor to make payment in accordance with the terms of this Clause, the Guarantor shall



directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under this Deed.

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS DEED HERETO ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY:

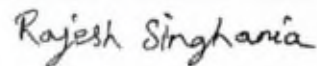
SR. NO	NAME OF THE GUARANTORS/AUTHORISED SIGNATORY	SIGNATURES
1.	MR. RAJENDRA SETHIA	
2.	MRS. SUSHILA SETHIA	
3.	MR. RAJENDRA SETHIA HUF	Rajendra Sethia (HUF) 
4.		Karta
5.		
6.		
7.		
8.		
9.		
10.		

For Kotak Mahindra Bank Limited)

By its Authorised Signatory)

Mr. RAJESH SINGHANIA)

For Kotak Mahindra Bank Ltd.



Authorised Signatory



SCHEDULE ABOVE REFERRED TO

Date:	RAJASTHAN
Place:	
Name of the Guarantor	Registered Office Address/ Place of Business of the Guarantor/Address for Notice
MR. RAJENDRA SETHIA	7A QUEENS PARK, P. S. - BALLYGUNJ KOLKATA - 700019
MRS. SUSHILA SETHIA	7A, QUEENS PARK, P. S. BALLYGUNJ KOLKATA - 700019
MR. RAJENDRA SETHIA HUF	2/6, SARAT BOSE ROAD, KOLKATA - 700020
Name of the Borrower	WESTERN KRAFT PAPER PVT LTD.
Registered Office Address/ Place of Business of the Borrower/Address for Notice	130, MIAALWAR ALWAR, RAJASTHAN - 301030

Rajendra Sethia (HUF)

Sushila Sethia

Karta

[Signature]

Sushila Sethia Rajendra Sethia (HUF)

[Signature]

Karta



Sushila Sethia


Date of Master Facility Agreement	17.01.2024
Overall Limit	INR. RS. 58.50 Cr. (i.e. TL RS. 50.00 Crs., CC RS. 7.90 Crs and B.G. Limit RS. 0.60 Crs)
Bank's Branch Office	KOTAK MAHINDRA BANK LTD.
Other terms and conditions	All terms and conditions of the Facility/Sanction Letter shall form an integral part of this Deed of Guarantee and shall be read in conjunction herewith as if the same have been included in terms of this Deed of Guarantee.

Rajendra Kumar Sethia (HUF)

Karta



Sushila Sethia

Rajendra Kumar Sethia (HUF)

Karta

