

Date 27-02-2018

The Director,
 M/s. Arch Infra Properties Pvt Ltd.
 Kolkata

Dear Sir,

This has reference to the loan application for Construction Finance of Rs. 80 Crs from M/s. Arch Infra Properties Pvt Ltd. for residential project "Starwood" coming up at Teghoria, Rajarhat Main Road, Chinar park, Kolkata 700 136. The competent authority has sanctioned loan of Rs. 80 Crs on the following terms and conditions:

Application No.	2000000134
Name of Borrower	M/s. Arch Infra Properties Pvt Ltd.
Name of Co-Borrower	M/s. Amit Vanijya Pvt Ltd.
Name of Co-Borrower	M/s. Vertex Suppliers Pvt Ltd
Project Address	"Starwood" R.S and L.R Dag No. 140 Recorded in R.S Khatain No. 90, L.R Khatain No, 1638,1648,1660,1661,1766,1767,1865,1866,1867,1868,1869, 1870, 1871,1872,1873,1874,2192,2193,2194,2195,2196 2197, 2198,2199,2199,2200,2201,2202,2203,2237,2238,2239,2240, 2241,2242,2243,2244,2235,2236,1674,1763,2390,2467, 2473, RS and L.R Dag No.139 Recorded in R.S Khatian No, 365, L.R Khatian Nos, 1875,1876,1877 and 1878, , RS and L.R Dag No. 143 Recorded in R.S Khatian No. 306, L.R No.2469, RS and LR Dag No. 144 Recorded in R.S Khatain No. 180, L.R Khatain Nos, 2469, 1872, and 2192, R.S and L.R Dag No. 534 Recoded in R.S Baguihati, Kolkata-700157, in the District of North 24 Parganas
Purpose/ Utilization	Takeover of loan from PNB outstanding Rs 13.00 Crs and balance for construction of the Project 'Starwood'.
Total Loan Amount	Rs. 80 Crores
Term of Loan	Term of 48 months (including moratorium period of 30 months from the date of first disbursement) LICHFL reserves the right to accelerate the repayment based on review of cash flows.
Rate Of Interest	12.00% Floating - Payable Monthly linked to Project LHPLR. Current Project LHPLR is 15.20%
Processing Fees	200,000 + Applicable GST
Administrative Fees	0.80% of the loan amount sanctioned + Applicable GST
Security	1. Registered Mortgage of the Project Land admeasuring an area of

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For Arch Infra Properties Private Limited
 Rajendra Kumar Sarvag

For Arch Infra Properties Private Limited
 Rabintra Baskar
 Authorised Signatory

	<p>234.20 Cottah or 168686 sq. ft. and structure thereon.</p> <ol style="list-style-type: none"> All the Land Owners to join in creation of Mortgage. M/s Vertex Suppliers Pvt Ltd and Amit Vanijya Pvt Ltd to join as Co-Applicant for loan proposal. Assignment / Hypothecation of receivables of the Builders share from the project – “Starwood” R.S and L.R Dag No. 140 Recorded in R.S Khatian No. 90, L.R Khatian No, 1638,1648,1660,1661,1766,1767,1865,1866,1867,1868,1869, 1870, 1871,1872,1873,1874,2192,2193,2194,2195,2196 2197, 2198,2199,2200,2201,2202,2203,2237,2238,2239,2240, 2241,2242,2243,2244,2235,2236,1674,1763,2390,2467, 2473, RS and L.R Dag No.139 Recorded in R.S Khatian No, 365, L.R Khatian Nos, 1875,1876,1877 and 1878, , RS and L.R Dag No. 143 Recorded in R.S Khatian No. 306, L.R No.2469, RS and LR Dag No. 144 Recorded in R.S Khatian No. 180, L.R Khatian Nos, 2469, 1872, and 2192, R.S and L.R Dag No. 534 Recoded in R.S Baguihati, Kolkata-700157, in the District of North 24 Parganas. Security Cover at any point of time to be at least 1.75 times of the loan amount. For calculation of security cover only developer’s share to be considered. Negative Lien on the Builders share in property to the extent of 1.75 times of the loan amount. Personal Guarantee of the Promoter Directors : <table border="1" data-bbox="671 994 1271 1106"> <thead> <tr> <th>Sr. No.</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Mr Rajendra Kumar Saraogi</td> </tr> <tr> <td>2.</td> <td>Mr Rabindra Bachhawat</td> </tr> </tbody> </table> Registration of charge on all properties and receivables offered as security with Central Registry at borrower’s cost. Registration of charge on all properties and receivables offered as security with ROC at borrower’s cost. Enforceability Certificate to be obtained from Law Firm in respect of all offered as security. LICHFL reserves right to appoint Security Trustee. 	Sr. No.	Name	1.	Mr Rajendra Kumar Saraogi	2.	Mr Rabindra Bachhawat
Sr. No.	Name						
1.	Mr Rajendra Kumar Saraogi						
2.	Mr Rabindra Bachhawat						
Pre-commitment Condition	<ol style="list-style-type: none"> Satisfactory Creditworthiness certificate from all the existing lenders. Latest CA certified Net worth Certificate of Promoter Directors providing personal guarantee. Board resolution from Arch Infra Pvt Ltd for borrowing money from LIC HFL. Latest loan outstanding letter and closure quotation from Punjab National Bank. The closure quotation should have valid timeline. NOC from Punjab National Bank for release of mortgage and hand over of documents directly to LICHFL after repayment of loan within reasonable time frame from the date of receipt of the payment. List of original documents deposited with Punjab National Bank. Copy of the Title documents - preferably certified. 						

FOR ARCH INFRA PROPERTIES PRIVATE LIMITED
 Rajendra Kumar Saraogi
 Authorised Signatory

FOR ARCH INFRA PROPERTIES PRIVATE LIMITED
 Rabindra Bachhawat
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Other terms of Main security	<p>a. The Builder/ Developer/ Company (Borrower) would disclose in the pamphlets/ Brochures etc. the name of LIC Housing Finance Ltd to which the property is mortgaged.</p> <p>b. The Builder/ Developer/ Company (Borrower) would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/magazines etc.</p> <p>c. The Builder/ Developer/ Company (Borrower) would indicate in their pamphlets/ brochures, that they would provide No Objection Certificate (NOC) / Permissions of the mortgagee LIC Housing Finance Ltd for sale of flats/ property, if required.</p> <p>Regional Office to ensure the compliance of the above terms and conditions and the same should form part of documentation. Copy of such disclosure in pamphlets/ Brochures/ Advertisements, etc. should be kept as record along with Original Documents.</p>
Additional Interest in case of default.	<p>a) If Interest Installments due/s are defaulted / delayed, Additional Interest @ Rate of Interest as applicable + 6 % p.a., on the interest Instalment Due (Calculated from Due Date till Date of Payment) compounding monthly will become payable.</p> <p>b) If Principal Instalments are defaulted, Additional Interest @ 6% p.a. from the Due Date till the Date of Payment monthly will become payable in addition to the regular Interest mentioned in this Letter above.</p>
Prepayment Charges	Prepayment charges will be levied @ 2% of the Principal amount prepaid ahead of the repayment schedule. However, prepayment charges will not be levied in respect of the Principal amount being adjusted / repaid out of the individual loans received from the Project 'Starwood' and/or from sale proceeds of units in the project 'Starwood'.
Pre-Disbursement Conditions	<ol style="list-style-type: none"> 1. Clear, Unencumbered, Enforceable & Marketable Title of Property to be given as Security and Assignment/ Hypothecation of Receivables. 2. Regional office to call for Specific Verification by our law firm & our panel valuer in respect of clearances applicable on the project given as security for our loan. 3. Registered Conveyance deed between the land owners and Vendors. 4. No payment to be made to the land owners till pendency of LICHFL Loan. 5. Building plan approval and all other approvals for construction and completion of the project based on the stage of construction to be in place before making any disbursement for the Construction Finance. Saleable area as per approved plan not to be less than 599,176 sq. ft. The same to be confirmed from Panel Valuer and found satisfactory. 6. Share Holding pattern & Composition of Board of Directors

For Area Intra Properties Private Limited
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of all the land owning companies to be obtained and verified with the MCA site & found satisfactory and ensure that those are group companies.

7. MOEF Clearance – if applicable.

- a) Due diligence by an Auditor referred by us on the following :
- b) Amount Spent and Means of Finance.
- c) Promoters Contribution invested in the project.
- d) Sales, Advances received and Bookings made in the project.
- e) WIP/ Advances/ Sales schedule.

8. Undertaking/ Affidavit from the Borrower / Company/ Promoters that :

- a) It will not withdraw Promoters Contribution from the project without the approval of LICHFL, until Repayment of the Loan is made entirely to LICHFL with Interest & all other dues.
- b) It shall not violate the sanction plan approved by competent authority and that the construction shall be strictly as per sanction plan.
- c) Any shortfall in project funding on account of booking money would be met by the promoters.
- d) Any increase in project cost would be met by Borrower. Any time and cost overrun and additional charges are to be borne by the promoters.
- e) Funds brought in by the Promoters in the form of equity/ unsecured loans and invested in the project not to be withdrawn during the currency of LICHFL loan nor will interest on them be paid.
- f) The loan availed will be utilized solely for the construction/ development business purpose and shall not be deployed either directly or indirectly for any investment in stock exchange and/ or in capital market/ for land purchase.
- g) During the currency of LICHFL loan neither any liability nor any third party interest would be created by Promoters/ Directors/ Partners in respect of the Project 'Starwood' without prior written permission from LICHFL
- h) During the currency of LICHFL loan there should not be any change in shareholding pattern/ Sharing Ratio of borrowing company and profit sharing ratio of land owning company without prior written permission from LICHFL.
- i) No Space from the developers share in the project will be sold without previous written permission from LICHFL.
- j) To deposit balance receivables from already booked or sold units in the designated Escrow Account
- k) That all assets charged to LICHFL has to be fully insured

FOR Arch Intra Properties Private Limited

Rajendra Kumar Sarvag

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FOR Arch Intra Properties Private Limited


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	<p>against all risks during currency of LICHFL loan.</p> <p>l) That the Agreement for sale to be entered by the builder with the prospective customers (irrespective of negative lien) should contain the clause that property is mortgaged with LIC Housing Finance Ltd</p> <p>m) None of the Directors of the Company is appearing in the list of Caution Advices circulated by the Bank from time to time / RBI Defaulters list / RBI wilful defaulters list / CIBIL data base / Caution list of Export Credit Guarantee Corporation (ECGC).</p> <p>n) Not to appoint / induct any person as director of the applicant Company whose name appears in the list of Wilful Defaulters of RBI / NHB and if such a person is found as Director in the applicant company / partner in the firm, the other Directors' / partners' would take expeditious and effective steps for removal of such person from the Board of the applicant company.</p> <p>o) None of the Directors of the Applicant Company is disqualified under any sections of Companies Act, 2013</p> <p>p) To inform LICHFL about any development on approvals of additional FSI planned / Additional area to be launched for sale in future.</p> <p>q) The Applicant will indemnify LICHFL for any losses that may arise or incurred by LICHFL in case of any injunction / order by NGT or by any other authority in the future in relation to the project, "Starwood".</p> <p>r) To register the project / phases of the project under State RERA Act, if required and comply with the required formalities and procedures as prescribed under the Act now and then.</p> <p>s) To comply with present and future provisions of GST Act</p> <p>t) No alienation / dilution of promoter's share in the applicant company without previous written consent from LICHFL</p> <p>9. Saleable area and all other aspects as mentioned in Project Details to match with Construction at site.</p> <p>10. Conditions set by State level RERA to be complied with.</p> <p>11. Regional Office to obtain and found satisfactory :</p> <p>a) Number and quality of employees and contract labour engaged. Timeliness of payment of Employees' State Insurance Corporation (ESIC) and Employees Provident Fund (EPF) dues.</p> <p>b) Insurance details of workmen and the assets at the site.</p>
Disbursement Schedule	<p><u>Disbursement of loan will be based on :-</u></p> <p>1. In proportion to investment of Promoters Contribution in the project.</p>

of APN Infra Properties Private Limited
 Rabintra Bachawat
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	<p>2. Stage of Construction of Project.</p> <p>3. Security Cover of 1.75 times of outstanding loan to be maintained.</p> <p><u>First Disbursement:</u></p> <p>Towards takeover of existing loan of not more than Rs. 13.00 Cr from Punjab National Bank. Only the Principal portion of the loan will be taken over. All other charges, if any, to be borne by the Applicant/borrower. LICHFL's charge on the property to be simultaneously created with the release of first disbursement.</p> <p><u>Subsequent Disbursement:</u></p> <p>To be made only after receipt of No Dues Certificate, Original title documents, Release of mortgage and Cancellation of Charge registered with ROC and Central Registry in favour of Punjab National Bank and creation of mortgage and charge with ROC and Central Registry on the project property in favour of LICHFL or Security Trustee appointed by LICHFL.</p> <p>After obtaining original title documents, Fresh Enforceability Certificate to be obtained from LICHFL Panel Law Firm with specific mention, that valid mortgage is created in favour of LICHFL and there is no subsisting mortgage on the property.</p> <p>Regional office to obtain the following and should be kept as records before proceeding for subsequent disbursement:</p> <ol style="list-style-type: none"> Project Pamphlet / Brochure mentioning: <ol style="list-style-type: none"> The project is mortgaged to LICHFL. NOC / Permission from LICHFL will be provided for sale of flats / property if required. Copy of advertisement, if any, depicting mortgage with LICHFL. Photos of Display Board mentioning mortgage with LICHFL at the project site. Copy of sale agreement entered with customers / buyers mentioning mortgage with LICHFL.
Other Conditions	<ol style="list-style-type: none"> Monthly progress report along with sales report has to be submitted. Borrower to submit quarterly un-audited financials. Borrower to submit audited financials within 6 months from the end of the relevant Financial Year. Quarterly audit of the project by an auditor appointed by LICHFL – at the cost of the borrower.

FOR APOD INTTRA PROPERTIES PRIVATE LIMITED
 Rajendra Kumar Sarvag
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 For APOD INTTRA PROPERTIES PRIVATE LIMITED
 Rabinakar Baskhant
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	<ol style="list-style-type: none"> 5. LICHFL reserves the right to appoint Security Trustee and the expenses to be borne by the applicant company. 6. C.A. Certificate has to be submitted within a period of 45 days for the utilization of funds at each stage of disbursement. 7. Builder should ensure that maximum numbers of customers who intend to avail loan are referred to LICHFL for individual loans. 8. Intimation to existing buyers to deposit the balance receivables in the escrow account opened for this loan. 9. LICHFL officials or any other authorized person of LICHFL shall be permitted to visit the project site and carry out inspection / or examine the books of accounts till the currency of the loan 10. LIC HFL shall have the right to appoint Nominee Director in the Board, if required. 															
<p>Payment of Interest & Repayment of Loan</p>	<p><u>Interest :</u> Interest to be paid monthly.</p> <p><u>Principal:</u></p> <p>After completion of moratorium period of 30 months from the first disbursement repayment in monthly instalments as under:-</p> <table border="1" data-bbox="655 1205 1293 1422"> <thead> <tr> <th>Instalment</th> <th>Amount of Instalments each</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>1 - 9</td> <td>Rs. 4.00 Crores</td> <td>Rs. 36.00 Crs</td> </tr> <tr> <td>10 - 15</td> <td>Rs. 5.00 Crores</td> <td>Rs. 30.00 Crs</td> </tr> <tr> <td>16-18</td> <td>Rs 4.67 crores</td> <td>Rs. 14.00 Crs</td> </tr> <tr> <td>Total</td> <td></td> <td>Rs. 80.00 Crs</td> </tr> </tbody> </table> <p style="text-align: center;">OR</p> <p>After receipt of 45 Crores, 20% of sale proceeds to be adjusted towards repayment of Principal / LICHFL dues without prepayment charges from all future receivables from the project. (Tied or Untied) (whichever is earlier or higher of the above)</p> <ol style="list-style-type: none"> 1. The entire receivables from the developer's share in the project 'Starwood' would be routed through Escrow Account. The Interest and Principal repayment to be made from Escrow Account. The receipts should also include the balance payments receivable/ to be received on the flats already sold (from the developer's share) in the project (if any), prior to 	Instalment	Amount of Instalments each	Total	1 - 9	Rs. 4.00 Crores	Rs. 36.00 Crs	10 - 15	Rs. 5.00 Crores	Rs. 30.00 Crs	16-18	Rs 4.67 crores	Rs. 14.00 Crs	Total		Rs. 80.00 Crs
Instalment	Amount of Instalments each	Total														
1 - 9	Rs. 4.00 Crores	Rs. 36.00 Crs														
10 - 15	Rs. 5.00 Crores	Rs. 30.00 Crs														
16-18	Rs 4.67 crores	Rs. 14.00 Crs														
Total		Rs. 80.00 Crs														

FOR AREA INTRA PROPERTIES PRIVATE LIMITED
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 FOR AREA INTRA PROPERTIES PRIVATE LIMITED
 Rabinthra BACHANWAT
 Authorised Signatory

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	<p>our loan.</p> <p>2. The Borrower to route all receivables from the developer's share in the project including sale proceeds, security deposits, any other payments and termination repayments into a designated account.</p> <p>LICHFL can review the cash flows and accelerate/ change the repayment schedule. In that case pre-payment charges will not be applicable.</p>
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Kindly submit in writing the loan repayment schedule along with the acceptance of the loan offer within 30 days of issuance of LOL. Administrative fees to be paid simultaneously with the execution of acceptance of Loan Offer. If the first disbursement of loan is not availed within 6 months from the date of issuance of LOL, this offer gets cancelled.

Loan Agreement is to be finalized in consultation with Approved Law Firm.

Thanking you,

Yours faithfully,



Regional Manager



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Other Conditions to be incorporated in Loan Offer Letter:

1. Bureau of Indian Standards has formulated National Building Code (NBC) of India 2005, providing guidelines for regulating the building construction activities. The Builder has to agree for adherence to the above National Building Code specifications in the Project.
2. Applicant/Borrower to adopt National Disaster Management Authority (NDMA) guideline to ensure safety of building especially against natural disasters.
3. All documentation charges and Quarterly Audit charges shall be borne by the Applicant Company / Firm / LLP. The Audit fees will be paid by LICHFL and the same to be reimbursed by the Applicant Company / Firm / LLP.
4. The said loan will be used for construction of residential project "Starwood" being developed at Teghoria, Rajarhat Main Road, Chinarpark, Kolkata 700 136 and it is clearly understood that the said loan or any part thereof shall not be utilized for any other purpose whatsoever.
5. LICHFL's individual Loan Schemes will be given wide publicity in the Builder's brochure and literature. Builder should ensure that maximum numbers of intending borrowers are sent to LICHFL for individual loans.
6. A clause to be incorporated in the Loan Agreement for referring individual loan applications to LICHFL.
7. Appropriate hoardings of LICHFL will be displayed on the project financed by LICHFL.
8. If there is any interest tax levied by the Government of India or any other Authority under the Interest Tax Act 1974 or under any other law, Applicant Company / Firm shall reimburse to LICHFL any such tax imposed or levied by the Government of India or any other authority on interest and/or other payments required to be paid by borrower to LICHFL in connection with the said loan facility.
9. It is the responsibility of the Applicant Firm to ensure that the "Property" for which the loan is availed / and / or the "Property" taken as security for loan to be duly insured at the Applicant Company's / Firm's / LLP's cost and expenses for all risk and the same to be assigned in favour of LICHFL.
10. The title of the property to be clear, marketable, unencumbered and the same to be satisfactory and acceptable to LICHFL. The search in the ROC and in the Sub-Registrar's Office to be done and the same should be satisfactory.

For LICHFL Intra Properties Private Limited
 Authorised Signatory
 R. Jeyender Kumar Saravog
 For LICHFL Intra Properties Private Limited
 Authorised Signatory
 Rabinobor Bhattacharya

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11. Approved Building Plan along with all other approvals from various authorities relating to the Project to be obtained for commencement and completion of the project. The details of the project are enclosed herewith.
12. Post dated cheques for the entire Principal amount covering the full tenure of loan to be taken.
13. NOC from other Financial Institutions and / or Banks from where the Builder might have taken loans for any other Projects if such an approval is stipulated in the agreement / arrangement with them.
14. The Applicant Company / Firm / LLP or any of their group Companies should not have defaulted with any of the lenders in the past. A declaration from the Applicant Company / Firm and a Confirmation from their auditors to be obtained in this regard.
15. The borrower shall not raise any loans for this project from any other source without prior written permission from LICHFL.
16. The Borrower will at all times maintain/open:
 - a. Open a separate account with a bank acceptable to LICHFL, which account shall be used for the purpose of all disbursements of the said Loan made to borrower, which will be deposited by borrower in this account.
 - b. Inform all the flat purchasers in the project, to draw all cheques in favour of this account and also undertake that all receivables in connection with this project are deposited only in this account.
 - c. Utilize the funds from this account for the specific purpose of completion of this project and make repayments to LICHFL and not to any other purpose whatsoever; and
 - d. LICHFL shall have full authority to monitor, including auditing all transactions through this account in such manner as it may deem necessary.
17. In the event Borrower sells any space in the project financed, borrower will deposit all the sale proceeds in the designated account opened and maintained as conveyed above. LICHFL will have the first option to adjust the sale proceeds against the principal outstanding/ other dues.

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FOR ARCH Intra Properties Private Limited
R. Jender Kumar Sarvagi
 Authorised Signatory
 FOR ARCH Intra Properties Private Limited
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18. The Borrower will give the following irrevocable instructions to the concerned Bank with reference to the said account:

- a. That the Bank will be authorized to send to LICHFL statements pertaining to this account directly to LICHFL at such frequency as LICHFL may required at anytime.
- b. That LICHFL has a right to cause the Bank to freeze the account at any time without borrower's confirmation and that on the request of LICHFL, the Bank will on freezing the account or otherwise transfer the outstanding credit in the account to LICHFL, as instructed by LICHFL, without having to obtain any further instruction from borrower;
- c. That the Bank will abide by any instruction that LICHFL may give to the Bank in connection with the said account without any reference to borrower.

Borrower shall procure and produce to LICHFL a written confirmation of the above from the Bank prior to execution of the loan agreement.

19. The Borrower will also undertake and confirm that in the event the cash flow in the account is not sufficient to service the said Loan, interest or other dues, the shortfall will be met through inflow of fresh funds therein by borrower in a manner and form as mutually acceptable to borrower and LICHFL. The support shall be kept valid until repayment of the entire loan with interest and all other dues.

20. The Borrower will not withdraw any funds to repay the principal to the providers of subordinate debt, if any, until repayment of the entire said Loan to LICHFL with interest and all other dues is made to LICHFL.

21. This letter of offer shall stand revoked and cancelled and shall be absolutely null and void if:

- a. Any information as may be required by LICHFL from time to time pertaining to the project is not furnished in the form prescribed/ approved by LICHFL.
- b. There are any material changes in the proposal for which this said loan is sanctioned.
- c. Any material fact concerning borrower's profits, etc., or ability to repay, or any other relevant aspect of borrower's application of loan is withheld, suppressed, or concealed or not made known to us.
- d. Any statement made in the loan application is found to be incorrect or untrue.

22. C. A. Certificate has to be submitted within a period of 45 days for the utilization of funds at each stage of disbursements.

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Eastern Regional Office : Hindusthan Buildings (Ground Floor) 4, C. R. Avenue, Kolkata - 700 072
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