



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AM 844344

This Stamp Paper forms integral Part &  
Parcel Mortgage Declaration attached  
herewith executed On

*hpan*

*OR hpan*



RAJESH KUMAR BAJPA  
NOTARY GOVT. OF INDIA  
Regn. No. 13780/18  
C.M.M.S. Court  
2 & 3 Bankshall Street  
Kolkata-700 001

11 NOV 2012

049335

Deepak Rungta  
Flat 407, 4th Floor  
Satya Regency.

Serial No.....

Name.....

Address.....

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

94 Buroshibteer Main Road  
Sahapur Kolkata - 700 038

09 NOV 2022

Licensed Stamp Vendor  
Srijit Sarkar

09 NOV 2022

ANNEXURE VII-B  
DECLARATION

In the matter of mortgage  
by deposit of title deeds  
in respect of immoveable properties



1. I, Mr. Deepak Rungta, at present residing at C/O Bishwambhar Lal Rungta Flat No-407, 4<sup>th</sup> Floor, Satya Regency 94 Buroshibhata Main Road Sahapur, Kolkata- 700038, am individual (the "Mortgagor", which expression shall, unless it be repugnant to the subject or context thereof or as the subject may permit or require, mean any or each of the aforesaid individuals and shall include his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns). We do hereby solemnly declare and say as follows :

2.a) I say that the Mortgagor is, seized and possessed of or otherwise well and sufficiently entitled to the lands and other immoveable properties more particularly described in Schedule I hereunder written together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future (the "said immoveable properties").

3. I say that the said immoveable properties, are now proposed to be mortgaged and charged to :

(a) ICICI Bank Ltd for its secured working capital facilities not exceeding overall limit of Rs 50.0 million.

together with all interest, liquidated damages, commitment charges, premia on prepayment or on redemption, fees, costs, charges, expenses and other monies including any increase as a result of revaluation/ devaluation/fluctuation in the rates of exchange of the foreign currencies involved, payable by SIYA AGRIZONE PRIVATE LIMITED a Borrower having its Registered Office at **21 ABANINDRA NATH THAKUR SARANI (CAMAC STREET) BELL HOUSE, 8TH FLOOR KOLKATA Kolkata WB 700016** (the "Borrower") to the aforesaid lenders under their respective Loan Agreements/ Facility Agreements/ Letters of Sanction/Memorandum of terms and conditions, as amended from time to time.

ICICI Bank Limited are hereinafter collectively referred to as "the Lenders" and the aforesaid facilities are hereinafter referred to as the "Facility".

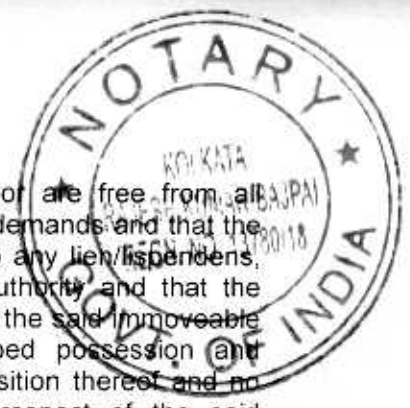
4.a) I say that the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 are not applicable to the said immoveable properties.

✓ *hpau*

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5. I say that the said immoveable properties of the Mortgagor are free from all encumbrances or charges (statutory or otherwise), claims and demands and that the same or any of them or any part thereof are/is not subject to any lien/attachment, attachment or any other process issued by any Court or Authority and that the Mortgagor has not created any trust in respect thereof and that the said immoveable properties are in the exclusive uninterrupted and undisturbed possession and enjoyment of the Mortgagor since the date of purchase/acquisition thereof and no adverse claim has been made against the Mortgagor in respect of the said immoveable properties or any of them or any part thereof and the same are not affected by any notices of acquisition or requisition, and that no proceedings are pending or initiated against the Mortgagor under the Income Tax Act, 1961, Public Demands Recovery Act or under any other law in force in India for the time being and that no notice has been received or served on the Mortgagor under Rules 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961 and/or under any other law and that there are no pending attachment whatsoever issued or initiated against the said immoveable properties or any of them or any part thereof.
6. The Mortgagor has duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income tax, sales tax, Corporation tax and all other taxes and revenue payable to, the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on the Mortgagor in respect of sales tax, income tax, Government revenues and other taxes.
7. I also agree and undertake, to give such declarations, undertakings and other writings as may be required by the Lenders or their Solicitors and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lenders.
8. I, assure, agree and declare that the security to be created in favour of the Lenders shall enure in respect of the Mortgagor's immoveable properties, both present and future, and that the documents of title, evidences, deeds and writings in relation to the said immoveable properties which are to be deposited with ICICI Bank Limited are the only documents of title relating to the said immoveable properties.
9. I, hereby agree and undertake that the Mortgagor will within a period of three months from the date hereof or such extended date as may be permitted by the Lenders in writing :-
- a) perfectly assure the title to the properties comprised in the mortgage security and to comply with all requisitions that may be made from time to time by or on behalf of the Lenders in that behalf;
  - b) give such declarations, undertakings and other writings as may be required by the Lenders and satisfactorily comply with all other requirements and

✓ Hpa



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requisitions submitted by or on behalf of the Lenders;

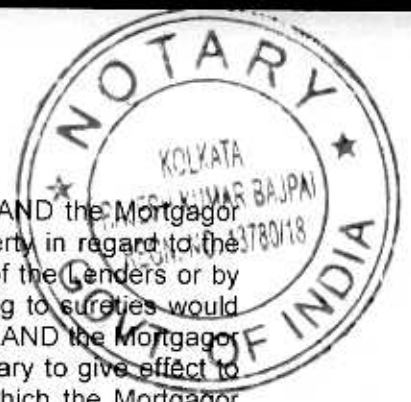
- c) pay all rents, rates, taxes, cesses, fees, revenues, assessments, duties and other outgoings and pay other amounts due in respect of the said immovable properties and shall observe and perform all the rules and regulations pertaining to the same and will not do or omit to do or suffer to be done anything whereby the mortgaged security as proposed to be created in favour of the Lenders be affected or prejudiced in any manner whatsoever;
- d) agree and undertake to confirm the pari passu arrangement/ interse agreement for sharing of securities as and when arrived at;
- e) create security in favour of the Lenders on the Other Properties (including the vacant lands for which Order under S. 20 of the said Act is yet to be obtained), in a form and manner satisfactory to the Lenders;
- f) procure and furnish to the Lenders certified true copies of letters ceding pari passu charge / second charge / prior charge from the existing lenders.
10. I further undertake that no mortgage, charge, lien or other encumbrance whatsoever will be created on the properties comprised in the mortgage security save and except with the permission of the Lenders.
11. I am not aware of any act, deed, matter or thing or circumstance which prevents the Mortgagor from charging/further charging in favour of the Lenders the said immovable properties
12. I, hereby agree that :

(a) without the concurrence of the Mortgagor, the Borrower and/or the Lenders shall be at liberty to vary, alter or modify the terms and conditions of the Facility Agreement executed by the Borrower in favour of the Lenders and in particular to defer, postpone or revise the repayment of the Facility and/or payment of interest and other monies payable by the Borrower to the Lenders on such terms and conditions as may be considered necessary by the Lenders including any increase in the rate of interest. The Lenders shall also be at liberty to absolutely dispense with or release all or any of the security/securities furnished or required to be furnished by the Borrower to the Lenders to secure the Facility. The Mortgagor agree that the liability under the security documents shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Mortgagor is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.

(b) The Lenders shall have full liberty, without notice to the Mortgagor and without in any way affecting the mortgage security, to exercise at any time and in any manner any power or powers reserved to the Lenders under the Facility Agreement, to enforce or forbear to enforce payment of the Facility or any part thereof or interest or other moneys due to the Lenders from the Borrower or any of the remedies or securities available to the Lenders, to enter into any composition or compound with or



to grant time or any other indulgence or facility to the Borrower AND the Mortgagor shall not be released by the exercise by the Lenders of their liberty in regard to the matters referred to above or by any act or omission on the part of the Lenders or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Mortgagor AND the Mortgagor hereby waives in favour of the Lenders so far as may be necessary to give effect to any of the provisions of the security documents, all the rights which the Mortgagor might otherwise be entitled to enforce.



(c) The mortgage security shall be enforceable against the Mortgagor notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed by the Borrower in favour of the Lenders shall, at the time when the proceedings are taken against the Mortgagor on the security documents, be outstanding or unrealised or lost.

(d) The Mortgagor hereby agrees and give consent to the sale, mortgage on prior, pari-passu or second charge basis, release etc., of any of the assets by the Borrower from time to time as may be approved by the Lenders or the transfer of any of the assets of the Borrower from one unit to the other or to the release or lease out by the Lenders any or whole of the assets charged to the Lenders on such terms and conditions as the Lenders may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of such assets of the Borrower. The Mortgagor hereby declare and agree that no separate consent for each such transfer, mortgage, release or lease any of such assets would be necessary in future.

(e) The Mortgagor hereby agree and declare that the Borrower will be free to avail of further loan or other facilities from the Lenders or any other financial institution or bank in addition to the Facility and/or to secure the same during the subsistence of the security documents and in that event the charge herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and binding on the Mortgagor.

(f) The rights of the Lenders against the Mortgagor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Lenders and the other security providers, if any, or notwithstanding the release of that other or others from liability and notwithstanding that any time hereafter the other security providers may cease for any reason whatsoever to be liable to the Lenders, the Lenders shall be at liberty to require the performance by the Mortgagor of their obligations hereunder to the same extent in all respects as if the Mortgagor had at all times been solely liable to perform the said obligations.

(g) To give effect to the mortgage security, the Lenders may act as though the Mortgagor were the principal debtors to the Lenders.

13. I, waive any right of subrogation, contribution or indemnity as also all other rights the Mortgagor may have against the Borrower as a result of the enforcement of the

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✓ *hpau*



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security interest under the mortgage security.

AND I make the aforesaid declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith thereof the Lenders have agreed to complete the said transaction of security over the said immoveable properties.

✓ *hpau*



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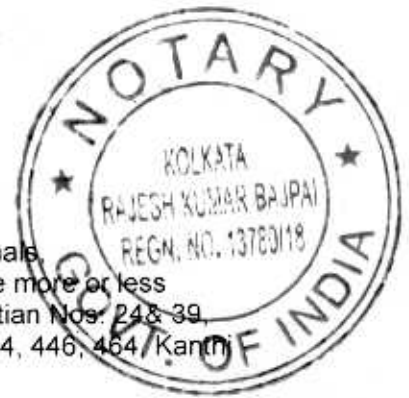
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Schedule I  
(Description of the said immoveable properties)

ALL THAT piece and parcel of total land measuring about 48.675 Decimals, 6.313+6.312+02+6.313+6.312+4.4+6.313+4.4+6.312) be the same little more or less comprised in Mouza Ranibasan, J.L. No. 225, appertaining to R.S. Khatian Nos. 248-39, L.R. Khatian Nos. 766, 800, 112/1, 473, under R.S. & L.R. Dag Nos. 444, 446, 464 Kanthi Block I, P.S. Kanthi in the District Purba Medinipur, Purba Medinipur.



together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

Solemnly Declared at  
this day  
of

✓ span

BEFORE ME  
(NOTARY)

Signature Attested  
on Identification of Adv. Advocate

RAJESH KUMAR BAJPAI  
NOTARY GOVT. OF INDIA  
Regn. No. 13780/18  
C.M.M. Court, Kolkata-W.B.

IDENTIFIED BY ME  
P.G. Shaw  
Enrolment No. F-692/663  
Advocate

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