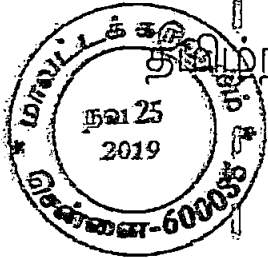


MCN

58



தமிழ்நாடு தமில்நாடு TAMIL NADU 27 FEB 2020

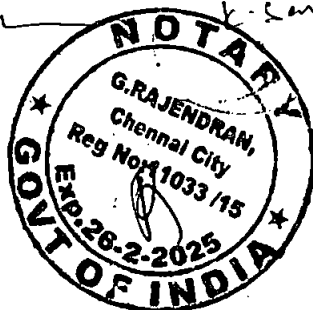
ICICI Bank Ltd

73AB 406456

S. AYATH BASHA  
STAMP VENDOR  
L.NO. 3 / ஆ3 / 2000  
No.43, SEETHAMMAL ROAD  
TEYNAMPET, CHENNAI -  
Phone : 9841641694

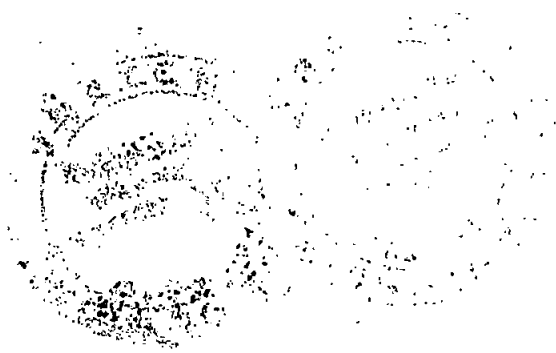
This stamp Paper Provide Part & Parcel of  
Mortgage Declaration Executed by K. Sathya and  
G. Manogran, E. Duraisondiyar A. Baba, Poonkodi,  
P. Kannan, S. Kanthathalam. In favor of ICICI Bank  
Ltd on

*E. Duraisondiyar* *K. Sathya* *A. Baba*  
*P. Kannan* *M. Poonkodi* *S. Kanthathalam*  
*R. Kannan*



10/10/10

10/10/10



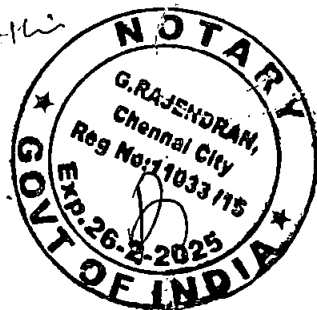
**ANNEXURE VII-B**  
**DECLARATION**

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

1. We, Mr. G. Manogaran PAN No. (AFTPM8441B), aged about 59 years son of Mr. V. Govindasamy residing at 78B, Jawaharlal street, Kanchipuram - 631502,
2. Mr. E. Duraipandian PAN No. (ANSPD3164F), aged about 53 years son of Mr. E. Ekambaram residing at NO 52, Natesan Salai Kanga Durgai Amman Nagar, Konerikuppam, Kanchipuram - 631502,
3. Mr. Babu PAN No(APIPB6782M) aged about 50 years son of Mr. S. Appavu residing at 27B, Calendar street, kancheepuram - 631502,
4. Mrs. K. Shanthi aged about 52 yrs. PAN No (DOGPS1149K) wife of Mr. Kuppusamy residing at 10G, KALANDAR STREET, KANCHEEPURAM - 631502.
5. Mrs. Poongkodi aged about 54 yrs. PAN No (AVPPP5423Q) wife of Mr. G. Narayansamy residing at 73B, Jawaharlal street, near new, railway station, Kanchipuram - 631502
6. Mrs. R. Kanmani aged about 49 yrs. PAN No(AZUPK9575D) wife of Mr. G. Ramachandhiran residing at No 141B, Munusamy salai, kanaga durgai , amman nagar, Korikuppam - 631502
7. Mr. S. Kothandaraman PAN No (-----) aged ----- yrs. son of Mr. E. Shanmugam residing at 39th street 8th sector kalaingar, karunanidhi nagar, Chennai-600078.

(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) We say that the Mortgagor, 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. We say that the said immoveable properties, are now proposed to be mortgaged and charged to:





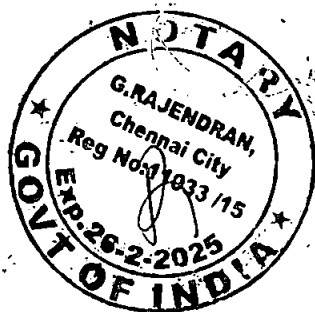
- (a) ICICI Bank Limited for its secured working capital facilities not exceeding overall limit of Rs. 30.0 million.

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 Sri Dhanalakshmi Jewellers a partnership firm having its registered office at no.77 A/ B, Jawaharlal Street Kanchipuram-631502 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 are hereinafter collectively referred to as "the Lenders" and the aforesaid facilities are hereinafter referred to as the "Facility".

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

K. Senthil  
A. Belem  
M. Poonkodi



L. Drini  
R. Kanmani  
G. L.



S. Keshavaram



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. We 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. We, assure, agree and declare that the security to be created in favour of the Lenders shall ensure 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 for creating a mortgage by deposit of title deeds in their favour / handed over to ICICI Bank Limited are the only documents of title relating to the said immoveable properties.
9. We, 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 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 immoveable 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;
9. We 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.

3

K. Sathish  
G. L.  
A. Balu



L. Dr. J.  
R. Kannan  
N. Poonkodi



S. Keshav

10. We 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 immoveable properties

11. We, 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)

K. Santhi  
G. R.  
S. Kedhendi



J. Drisay,  
J. Belu  
N. Poonkodi  
R. Kannan



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.

12. We, 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 security interest under the mortgage security.



5

K. Santhi

A. Balu

N. Poonkodi

J. D. Raju

P. Kammar

G. L.

S. Keshav





Schedule I

Property admeasuring 3100 sq.ft., in Door No.77A, 77B as per property tax 77A/B, Jawaharlal Street, Kancheepuram, in Town Suvey No.1527, Kancheepuram Town 4th Division, Kancheepuram and bounded on the

East of Periyakammal street @ Jawaharlal Street,  
West of Municipal Road,  
North of Mannatha Achari House land,  
South of Ponnammal House, Kancheepuram Taluk and District,

within the sub registration district of Joint I Kancheepuram and registration district of Kancheepuram.

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.

MORTGAGOR

*E. Dorai*

*K. Senthil*

*R. Kammani*

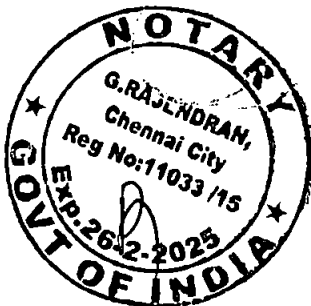
*N. Poornakeshi*

*h. l.*

*S. Kethandhar*

*M. Belu*

Dated this <sup>27</sup>~~21~~ day of May 2020.



6

*G. Rajendran*  
27/5/2020  
**G. RAJENDRAN, M.A., B.L.,**  
Advocate & Commissioner of Oaths,  
Notary Public, GOVT OF INDIA,  
No.48/58, East Jones Road,  
Saidapet, Chennai - 600 015.

14122012 V1