



தமிழ்நாடு தமில்நாடு TAMILNADU

16829  
27/3/2015 COASTAL GUJARAT POWERGENCO  
PVT. LTD

AX 111748  
K. MAHALAKSHMI  
S.V.L. No. 3016/22/95  
New No: 11, Old No: 8, 2nd Street,  
Mangalapuram, Chetpet,  
Chennai-31. Cell: 9382895090

**DECLARATIONS AND UNDERTAKINGS**  
**In the matter of Mortgage by deposit of title deeds**  
**by**  
**M/s. COASTAL GUJARAT POWER GENCO PVT. LTD.**  
**In favour of**  
**IFCI Ltd**

To,

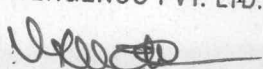
IFCI Limited,  
IFCI Towers,  
No,61, Nehru Place,  
New Delhi – 110 019

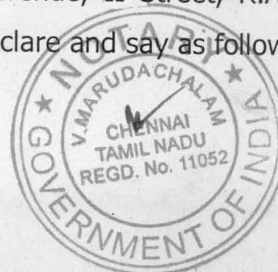
IFCI Limited,  
Continental Chambers, 2<sup>nd</sup> Floor,  
MG Road, Nungambakkam,  
Chennai – 600 034

Dear Sir,

I, V. Sridhar, Aged 44 Years, Residing at No.15/52, Karpagam Avenue, II Street, R.A. Puram, Chennai-600 028 in the state of Tamil Nadu, do hereby solemnly declare and say as follows:

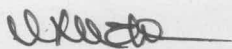
For COASTAL GUJARAT POWERGENCO PVT. LTD.

  
Authorised Signatories.

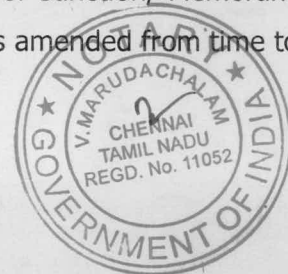


1. I am an authorised representative of **M/s. COASTAL GUJARAT POWER GENCO PVT. LTD.**, a Company within the meaning of the Companies Act, 2013 having its Regd. Office at No,4 Moores Road, Chennai – 600 006, in the state of Tamil Nadu (hereinafter called "the Company / the Mortgagor") and I am duly authorised by the Board of Directors of the Company to make this declaration for and on behalf of the Company vide Board Resolution dated **16<sup>th</sup> July, 2015**.
2. I say that the Company is seized and possessed of or otherwise well and sufficiently entitled to the lands comprised in and forming part of lands admeasuring 225.60 Acres, together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future, lying and situated at Taruvaikulam Village, Ottapidaram Taluk, Tuticorin District in the state of Tamil Nadu and within the jurisdiction of Sub-Registrar of Assurances Keelur, Tuticorin District, in the State of Tamil Nadu more particularly described in the Schedule hereunder written together with all buildings and structures thereon attached to the earth or permanently fastened to anything attached to the earth (hereinafter referred to as "**the said immovable properties**")
3. I say that the said immovable properties of the Company are at present mortgaged and charged by way of deposit of title deeds on 7/10/2013 on **exclusive charge basis** to **IFCI Ltd. to** secure the Rupee **Term Loan aggregating Rs.100.00 cr.** and further by way of extension of charge on 3/1/2014 to secure the Rupee Term Loan of Rs.200.00 Cr. both sanctioned by IFCI Ltd. (hereinafter called "**IFCI**" or "**the Lender**") to **COASTAL ENERGEN PVT. LTD.**, a company within the meaning of the Companies Act, 2013 and having its registered office at No,4 Moores Road Chennai – 600 006, (hereinafter referred to as "**the Borrower**"), together with interest, addl. interest, further interest, liquidated damages, compound interest, Front-end fees, premia on prepayment or on redemption, costs, charges, expenses and other monies payable under **the Loan Agreement dated, Letters** of Sanction/ Memorandum of Terms and Conditions or any other related documents as amended from time to time

For COASTAL GUJARAT POWERGENCO PVT. LTD. <sup>2</sup>

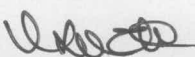


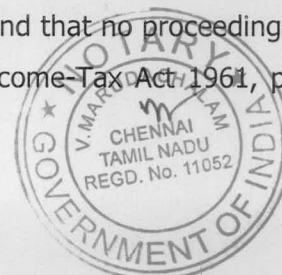
Authorised Signatories.



4. I say that we have disclosed all facts relating to said immoveable properties, to the authorised officer of the corporation of IFCI and made available to IFCI all the documents and title deeds in our possession and power willingly with an intention of creating mortgage as detailed this declaration.
5. I say that the said immovable properties of the company are outside the purview of the Urban Land (ceiling and regulation) Act, 1976 and the Company has not committed any breach or default with respect to any permission, consent, exemption or order(s) relating to the said immovable properties.
6. I say that the Company has not created any **other charge(s)** or encumbrance(s) on the said immovable properties except as mentioned in para 3 below.
7. I further say that the said immoveable properties **are now proposed to be mortgaged and charged** in favour of IFCI Ltd., for securing its Rupee Term Loan of **Rs.69.70 Crore** sanctioned to the Borrower together with interest, addl. interest, further interest, liquidated damages, compound interest, Front-end fees, premia on prepayment or on redemption, costs, charges, expenses and other monies payable under the Loan Agreement **31<sup>st</sup> August, 2015**, Letter of Sanction/ Memorandum of Terms and Conditions or any other related documents as amended from time to time
8. I say that the said immovable properties of the Company are free from any encumbrance 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 Company has not created any trust in respect thereof and that the said immovable properties are in the exclusive uninterrupted and undisturbed possession and enjoyment of the Company since the sale or purchase/acquisition thereof and no adverse claim has been made against the Company in respect of the said immovable properties or any of them or any part thereof and the same are not affected by any notice of acquisition or requisition, and that no proceedings are pending or initiated against the Company under the Income Tax Act 1961, public

For COASTAL GUJARAT POWERGENCO PVT. LTD. 3

  
Authorised Signatories.

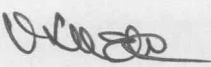


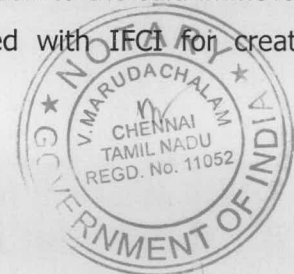


demands recovery Act or under any other law in force in India for the time being and that no notice has been received or served on the Company under Rules 2, 16, 21 and 51 of the Second Schedule of the Income-Tax Act, 1961 and/or under any other law and that there is no pending attachment whatsoever issued or initiated against the said immovable properties or any of them or any part thereof.

9. I say that the Company is absolutely entitled to the said immovable properties of the Company and that the same or any of them are not charged by the Company in favour of any person whatsoever.
10. The Company 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 revenues 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 Company in respect of Sales Tax, Income Tax, Government revenues and other taxes.
11. I also agree and undertake on behalf of the Company to give such declaration, undertakings and other writings as may be required by the Lender or their Solicitors and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender.
12. I say that the Company has filed an application to obtain the requisite permission from the Income Tax Authorities pursuant to the provisions contained in Sec. 281 of the Income Tax Act, 1961, for the alienation of the Company's immovable properties in favour of the Lender.
13. I, on behalf of the Company, assure, agree and declare that the security to be created in favour of the Lender shall enure in respect of the immovable properties both present and future of the Company's said immovable properties and that the documents of title, evidences, deeds and writings in relation to the said immovable properties of the Company which are to be deposited with IFCL for creating

For COASTAL GUJARAT POWERGENCO PVT. LTD. 4

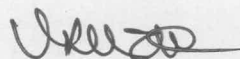
  
Authorised Signatories.



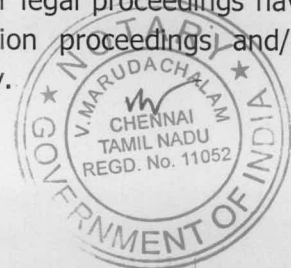
mortgage by deposit of title deeds in their favour are the only documents of title relating to the said immovable properties.

14. I further undertake that no mortgage, charge, lien or other encumbrances whatsoever will be created on the properties comprised in the mortgage security save and except with the prior permission of the Lender in writing.
15. I, on behalf of the Company hereby agree and undertake that the Company will within a period of three months from the date hereof or during such extended date as may be permitted by the Lender 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 Lender in that behalf;
  - (b) give such declarations, undertakings and other writings as may be required by the Lender and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender;
  - (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 Lender be affected or prejudiced in any manner whatsoever.
  - (d) obtain necessary letters of consent/modified letters of consent from its Bankers for creation of the charge on the current assets of the Company in favour of the Lender subject to the prior charge(s) created/to be created by the Company in favour of the Company's Bankers on specified movables for securing borrowings for working capital requirements in the ordinary course of business of the Company in such form as may be required by the Lender;
  - (e) agree and undertake to confirm the pari-passu arrangement as and when arrived at;
  - (f) satisfy the Lender that no writ petitions, suits or other legal proceedings have been filed and/or pending challenging the acquisition proceedings and/or affecting the said immovable properties of the Company.

For COASTAL GUJARAT POWERGENCO PVT. LTD. 5

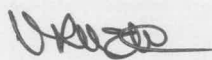


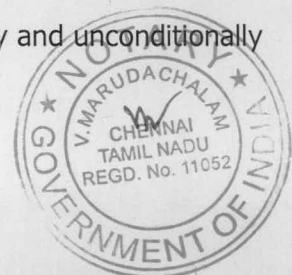
Authorised Signatories.




16. I further undertake that no mortgage, charge, lien or other encumbrances whatsoever will be created on the properties comprised in the mortgage security save and except with the prior permission of the Lender in writing.
17. I am not aware of any act, deed, matter or thing or circumstance, which prevents the Company from charging/further charging in favour of the Lender the said immovable properties and the unfixed plant and machinery and all other movable assets (subject to prior charges) of the Company.
18. I say that no civil suits or proceedings of any nature whatsoever are pending against the Company in respect of the said immovable properties.
19. I say that the said immovable properties of the Company will be used for the purpose stipulated and not for any other purpose and that we shall also obtain all the necessary approvals that may be needed from the concerned authorities. We have written to The Asst Commissioner the Land Reforms Tirunelvel vide our letter no. GENCO/GOTN/01 dated 18<sup>th</sup> September 2013, for granting permission / exemption under sec 37A of the Tamil Nadu Land Reforms (Fixation of Ceiling of Land) Act, 1964. I further say that the mortgagor/ Borrower shall submit the said permission within a period of Three months from the date hereof.
20. You have at our request agreed to accept such mortgage in a form and manner desired by us upon the condition that we furnish to you, inter-alia, an undertaking-cum-indemnity being these presents for the payment and discharge by us of any liability for any stamp duty/ differential stamp duty or any other amount that may be leviable/ become leviable hereinafter on such mortgage under the provisions of any Central or State Stamp Act or other legislation and identifying you against any cost, charges and expenses that may be incurred by you or suffered by you on account or for the reason or by virtue of your accepting such mortgage.
21. In consideration of the premises, we do hereby irrevocably and unconditionally agree and undertake to you as follows :-

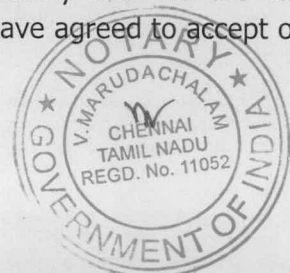
For COASTAL GUJARAT POWERGENCO PVT. LTD. 6

  
Authorised Signatories.



- (i) If any time hereinafter, any Stamp or other appropriate authority levying/requiring payment of any stamp duty/differential stamp duty, penalty or any other amount in the nature of stamp duty, or otherwise on any letter, note, memorandum, or writing relating to the said mortgage proposed to be created in favour of IFCI Ltd. in respect of our properties situated at Taruvaikulam Village, Ottapidaram Taluk, Tuticorin District in the state of Tamil Nadu to secure the aforesaid financial assistance, we shall forthwith upon receiving a demand from such authority or from you pay/deposit such amount of stamp duty/differential stamp duty/penalty or any other amount in the nature of stamp duty or otherwise.
- (ii) We shall make such payment/deposit, irrespective of whether any proceedings by way of appeal, revision or representation challenging the levy or demand of any such stamp duty/differential stamp duty or penalty or otherwise that may have been filed by us or by any other person or may otherwise be pending before any Court, Tribunal or other authority whatsoever to the end and intent that our liability hereunder shall be unconditional and irrevocable and shall not be qualified in any manner whatsoever.
- (iii) We hereby confirm that a Certificate by an authorized official of IFCI, as the attorney of the mortgage as to the amount levied or payable or to be deposited as aforesaid shall be binding upon us and shall be conclusive evidence or such amount.
- (iv) We hereby agree and undertake that we shall unconditionally indemnify you and keep you indemnified at all times in respect of any damage, cost, charges and expenses which you may incur or any loss or damage which you may suffer or be put to or which may be occasioned to you on account of your having accepted our request as aforesaid or an account of failure on our part to comply with our Undertaking as aforesaid.
- (v) We hereby agree and undertake that any breach by us in complying with the aforesaid undertaking shall constitute an event of default under Common Loan Agreement entitling IFCI Ltd. to recall the entire assistance and enforce security against us.
- (vi) We hereby confirm that we have been duly authorized and empowered in all respect to execute this Undertaking-cum-indemnity and we are fully aware that on the strength and basis thereof you have agreed to accept our request.

  
Authorised Signatories.

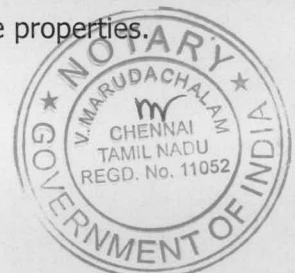




- (vii) The Undertaking-cum-indemnity shall remain in force till the entire principal amount together with interest and all other amounts payable in respect thereof shall be fully paid and discharged by us / the Borrower and mortgage and charge created by us in respect thereof has been duly vacated and released.

22 Further, we, the Company hereby agree, undertake, declare and confirm as follows:

- (i) that we shall keep on paying the property tax/Land Cess or any other fee, if any, as and when leviable by the Revenue Authorities and/or other concerned Authorities in respect of the the said immoveable properties till the continuance of mortgage security;
- (ii) that we shall regularly keep on paying Village Panchayat and/ or municipal dues/ tax as also other applicable levies and charges including electricity bills, water charges, etc. leviable and payable to the local authorities till continuance of mortgage security in your favour;
- (iii) that we shall keep you indemnified and make good the loss/ damage as may be caused to you in the event of title to the said immovable properties is disputed by any one at any point of time, and/or for any reason whatsoever, till continuance of mortgage security;
- (iv) that we shall not, without your prior approval in writing, create any further charge whatsoever and/or encumber our said immovable properties in favour of any third party, during the continuance of mortgage security;
- (v) that we shall comply with the terms and conditions your respective sanctions and respective Common Loan Agreement/s and other related documents as well as terms and conditions as executed with IFCI and the Borrower and shall not commit any breach thereof.
- (vi) We hereby further undertake that we shall pay any such amount demanded by the Revenue Authorities and/or other concerned Authorities towards any past dues, taxes, cesses etc. in respect of the said immovable properties.

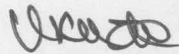




- 23 I also agree and undertake on behalf of the Company that the title deeds deposited by us would be taken back after the repayment of loans to IFCI
- 24 I further agree that we shall abide by the policy framed by IFCI with regard to charges that may be levied from time to time in the event of the title deeds not being taken back by us.
- 25 I also agree and declare that we shall pay all the legal charges that may be stipulated by IFCI from time to time for retention of the said title deeds.

AND I make the aforesaid declaration for and on behalf of the Company / Mortgagor solemnly and sincerely believing the same to be true and knowing fully well that on the faith thereof IFCI has agreed to complete the said transaction of mortgage by deposit of title deeds in respect of the said immovable properties.

For COASTAL GUJARAT POWERGENCO PVT. LTD.



Authorised Signatories.



Schedule referred to above  
(Description of said immovable properties)

All that pieces and parcels of lands, comprised in and forming part of lands admeasuring 225.60 Acres together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future, lying and situated at Taruvaikulam Village: Ottapidaram Taluk, District Tuticorin (Registration District Tuticorin and registration Sub-District) in the state of Tamil Nadu, together with Buildings and Structures the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixture and fittings erected/ installed or to be erected/installed thereon and every part thereof bearing survey nos. detailed as hereunder:

Sl. No	Survey No	Extent (Acre)
1	95/1D	0.51
2	96/9	0.80
3	57/1A	0.61
4	96/2	0.65
5	96/1	0.58
6	92/4	1.64
7	33/5	0.61
8	58/3	1.00
9	89/2	0.44
10	60/3	1.12
11	77/2	0.88
12	78/3B	0.37
13	78/5	1.85
14	79/2	0.65
15	8/1	2.77
16	60/1A	0.62
17	81/3C	0.58
18	70/7	0.82
19	81/3B	0.53
20	75/7	0.40
21	67/4	0.64
22	92/1	1.04
23	79/6	0.69
24	79/7	0.73
25	79/8	0.72
26	78/3A	1.21

For COASTAL GUJARAT POWERGENCO PVT. LTD.

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Authorised Signatories.



27	66/1	0.10
28	69/1	0.88
29	24/6	1.38
30	77/3B	1.64
31	1/2	0.78
32	1/4	1.61
33	68/4	0.64
34	68/8	0.82
35	67/5	1.14
36	8/2	3.29
37	64/3A	1.04
38	3/4B	0.10
39	6/5	0.19
40	50/3	1.32
41	74/3	0.48
42	69/4	1.56
43	61/7C	0.72
44	58/1A	0.84
45	77/1	1.32
46	75/6	0.40
47	69/2	1.12
48	99/1	1.10
49	70/6	0.80
50	3/6B	0.02
51	3/8A	0.14
52	62/1	2.91
53	65/6	1.88
54	69/3A	0.82
55	74/2	2.15
56	76/5	1.48
57	67/1	1.33
58	67/8	0.75
59	68/2	1.75
60	94/1	1.06
61	95/1B	0.58
62	96/7	0.70
63	65/2	2.11
64	74/4	0.42
65	75/5	0.40
66	75/4	0.44
67	75/16	0.77

For COASTAL GUJARAT POWERGENCO PVT. LTD.11

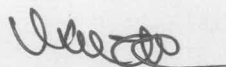
  
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68	75/9	1.10
69	96/6	0.70
70	69/7	1.56
71	75/11	0.61
72	95/1C	0.58
73	68/3	0.61
74	82/4B	0.45
75	71/1	1.68
76	73/3	1.32
77	56/3A	0.40
78	56/3D	0.46
79	7/5	2.47
80	82/4A	0.72
81	56/4B	0.40
82	84/5B	0.99
83	18/4B	0.51
84	67/2A	0.74
85	67/9A	0.47
86	76/3	0.89
87	56/5A	0.63
88	84/1A	1.03
89	77/3A	1.77
90	76/2	0.96
91	62/6A	0.28
92	62/7A	0.26
93	95/2	0.96
94	79/3	0.67
95	6/8	1.79
96	71/4	0.80
97	71/6	0.20
98	65/4	1.05
99	85/7	2.38
100	64/3B	0.98
101	85/4	1.03
102	69/3B	0.79
103	79/4	0.32
104	83/2A	0.63
105	21/1C	2.94
106	8/3	0.37
107	64/4	2.03
108	63/3B	0.93


For COASTAL GUJARAT POWERGENCO PVT. LTD. 12

  
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109	57/1D	0.69
110	83/2B	0.63
111	74/6	0.40
112	74/7	0.41
113	75/8	0.40
114	55/3D	0.91
115	84/3D	0.75
116	77/4	1.52
117	45/2B	0.56
118	45/3	5.34
119	1/5	0.73
120	81/1	2.33
121	77/6	0.61
122	92/5	3.29
123	7/1	1.43
124	77/5	1.64
125	77/8	0.64
126	77/7	0.52
127	56/3E	0.44
128	1/8	0.27
129	6/2	0.23
130	7/4	0.63
131	24/3A	0.78
132	65/1B	0.93
133	75/2	0.72
134	68/1	1.93
135	19/5	1.14
136	62/6B	0.22
137	62/7B	0.22
138	62/4	1.91
139	61/3	0.73
140	60/1G	1.01
141	61/4	0.72
142	60/1B	0.62
143	60/1F	1.33
144	60/2	0.86
145	61/7A	0.82
146	45/1	0.72
147	54/2	0.70
148	95/3	0.96
149	84/1B	1.26

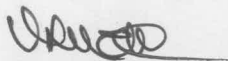
For COASTAL GUJARAT POWERGENCO PVT. LTD. 13

  
 Authorised Signatories.



150	62/5	0.64
151	62/2	0.82
152	62/3	1.80
153	60/1H	1.09
154	61/7B	1.06
155	61/7D	0.21
156	61/8	1.07
157	98/10A	0.22
158	98/7	0.16
159	98/8	0.12
160	98/9	0.19
161	59/3A	0.96
162	80/9	2.25
163	81/4	2.12
164	79/1	1.40
165	85/5	0.81
166	96/4	0.82
167	11/3	2.72
168	44/7	0.91
169	3/3A	0.26
170	66/4	0.93
171	74/5	0.42
172	79/9	0.58
173	21/3	0.68
174	68/7	0.64
175	75/10	0.64
176	75/12	0.52
177	51/4	2.03
178	17/2B	1.10
179	85/6	3.00
180	76/4	1.93
181	65/5	1.73
182	59/3B	1.40
183	68/5	1.65
184	76/6	1.59
185	84/3C	0.30
186	85/1	0.23
187	69/6	0.82
188	57/1B	0.37
189	95/1A	0.54
190	96/5	0.68

For COASTAL GUJARAT POWERGENCO PVT. LTD. 14

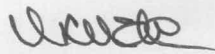
  
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191	48/3D	0.4
192	25/2	1.8
193	25/4B	1.93
194	4/6	0.91
195	6/7	0.96
196	81/3D	1.03
197	56/5B	0.63
198	64/1	0.91
199	55/3C	1.00
200	95/5	1.04
201	75/17	0.40
202	81/2	1.12
203	92/2A	0.96
204	42/1	0.99
205	54/3	1.38
206	75/1	0.56
207	66/4	2.78
208	92/2B	1.37
209	61/6B	1.35
210	56/5C	0.78
211	66/2	1.74
212	66/3	0.91
213	65/1A	0.91
214	22/3	0.65
215	47/5	0.31

For COASTAL GUJARAT POWERGENCO PVT. LTD.



Authorised Signatories.



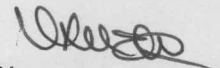
216	84/7B	1.04
217	55/3B	0.93
218	74/1	1.72
219	84/7A	1.09
220	18/7B	0.40
221	83/2C	0.84
222	69/5	0.57
223	71/5	0.84
224	84/2B	0.30
225	84/3A	0.52
226	84/4A	0.22
227	57/1C	0.40
228	45/2C	0.58
229	92/3	1.12
<b>Total Extent In Acres</b>		<b>225.60</b>

For Coastal Gujarat Powergenco Pvt Ltd

For COASTAL GUJARAT POWERGENCO PVT. LTD.

(V. Sridhar)

Authorised Signatory



Authorised Signatories.

Solemnly declared at **CHENNAI** as aforesaid this 31<sup>st</sup> day of August, 2015

Sworn before me



*V. Marudachalam*  
31/8/2015  
V. MARUDACHALAM, B.A., B.L.,  
ADVOCATE & NOTARY  
No: 7/4, ARUMUGAM LANE,  
TRIPPLICANE, CHENNAI - 600 005.