## Authority Letter [On Borrowers (PARTNERSHIP FIRM) Letter Head]

Date:

To, Hiranandani Financial Services Private limited 514, Dalamal Towers, 211, FPJ Marg, Nariman Point, Mumbai-400021

Dear Sir/s,

Re: Loan to \_\_\_\_\_\_, ("Firm" or "Borrower", which expression, unless it be repugnant to the context, include its partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors);

All capitalised terms used herein and not defined herein but defined in the Loan Agreement (defined hereinafter) shall have the same meaning as assigned to them in the Loan Agreement.

This is to confirm that in consideration of the Loan up to the extent of Rs ("Loan") granted/ to be granted by Hiranandani Financial Services Private Limited "HFS/Lender", a company within the meaning of the Companies Act, 2013, and a non-banking finance company registered under Chapter IIIB of the Reserve Bank of India Act, 1934, having CIN No. U65999MH2017PTC291060 and having its registered office at 514, Dalamal Towers, 211, FPJ Marg, Nariman Point, Mumbai-400021 (hereinafter referred to as "Lender" which expression shall, unless it be repugnant to the context, include its successors and assigns); to us, we the Partners, have agreed: (i) to obtain a Loan; and (ii) to create a mortgage in favour of the Lender in such form, manner and type as acceptable to the Lender over our immovable property situated at

\_\_\_\_\_\_, including all lands and buildings and sheds and structures and machinery erected / installed or to be erected/installed thereon and all things attached to the earth, or permanently fastened to anything attached to the earth from time to time and every part thereof and all our rights, title and interest thereto (collectively "**Property**") belonging to the Firm as Security for the due repayment of all the Outstanding Balance in respect of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable by us to the Lender under the loan agreement/ facility agreement entered into/ to be entered into for the aforesaid Loan executed by and between the Firm and the Lender (hereinafter referred

to as the **"Loan Agreement"** which expression shall be deemed to include all amendments/ restatements/ supplements thereto, and novations thereof from time to time);

We confirm that Mr/ Ms. \_\_\_\_\_ (PARTNER), residing at \_\_\_\_\_, Partner of our Firm is duly authorized on behalf of the Firm and on our behalf to: (i) sign, execute and deliver the Loan Agreement; and (ii) create such Security as required by the Lender to secure the due repayment of all the Outstanding Balance in respect of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable by us to the Lender under the Loan Agreement, including creation of mortgage in favour of the Lender over the Property.

We confirm that Mr./Ms. \_\_\_\_\_\_, **PARTNER** of our Firm is duly authorized on behalf of the Firm and on our behalf to deliver and deposit with the Lender all title deeds and evidences in respect of the Property with intent to bind all of us and our Firm as if made by all of us.

We confirm that Mr./ Ms. \_\_\_\_\_\_, **PARTNER** of our Firm is duly authorized for and on behalf of the firm and each and all of us as the partners of the firm, to do all acts, deeds, matters, things and to execute the Loan Agreement, Transaction Documents, security documents and all other documents, writings, declarations and undertakings to give effect to the security in favour of the Lender or as may be required by the Lender and to do all necessary and incidental acts, deeds, writings, to give effect to the transactions mentioned in the Loan Agreement and as may be required or necessary for performance of all/ any obligations of the Firm under the Loan Agreement and that all acts, deeds, matters and things done and executed by the said Mr./Ms. \_\_\_\_\_\_ (PARTNER )shall be valid and binding on each of us and our Firm as if the same had been performed or done by each of and all us and / or on behalf of the Firm.

We further confirm that the Loan so granted/ to be granted to the Firm is for the benefit of the Firm and all terms and conditions so stipulated in terms thereof are acceptable to each of us.We further agree and confirm that the Lender is not bound or obliged to verify or keep track of the end use of funds drawn-down or utilized or availed and we hereby declare that all funds drawn-down or utilized or availed are and shall always be for the attainment of the objects, purpose and for the benefit of the Firm and the Lender is authorized to treat it so at all times. In case any drawdown or utilization or availment happens to be or found to be fraudulent or forged or beyond the objects, powers or purposes of the Firm, we hereby agree and declare that we shall not take a defence or a plea that we shall not be liable and we expressly hereby agree that we will be liable for all or any drawdown or utilization or availment and that the Lender will not be made a party to any dispute amongst us nor shall your interest over the Property in any way jeopardized or affected.

We further agree and confirm that the rights of each and all of us as the partners of the firm as against the firm with respect to any loan or money granted by any of us as partners to the firm or with respect to any such transactions shall always be subordinate to the right of the Lender for the Loan granted to the Firm under the Loan Agreement.

AND we make the aforesaid declaration knowing fully well that on the faith thereof, the Lender has agreed to accede to grant the Loan.

We further confirm that this authority, declaration and letter shall be binding on us and our legal heirs, representatives, executors, administrators and permitted assigns and shall inure for the benefit of the Lender, its successors and assigns.

Yours Faithfully,

Names of all Partners

Signature

Signed and Delivered on behalf of the Borrower by its partners (AUTHORISED PARTNERS)

Mr./ Ms. \_\_\_\_\_

Mr./ Ms. \_\_\_\_\_