

## DECLARATION

In the matter of creation of a mortgage by deposit of title deeds relating to the Mortgage Properties (as hereinafter defined) of:

*The partnership firm named in **Schedule I** hereto, for the purposes of the Indian Partnership Act, 1932 (hereinafter referred to as the “**Depositor**”/ “**Mortgagor**”, which expression shall, unless it be repugnant to the subject or context include, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors), of the **FIRST PART]***

in favour of

Hiranandani Financial Services Private Limited “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)

I, \_\_\_\_\_, son of \_\_\_\_\_,  
holding permanent account No: \_\_\_\_\_, Indian inhabitant at present residing at \_\_\_\_\_,  
\_\_\_\_\_, acting in capacity of the partner having been duly  
authorized by the resolution of partners dated \_\_\_\_\_, to make this declaration for and on behalf of  
Mortgagor.

The Mortgagor mentioned hereinbefore, does hereby solemnly affirm and declare as follows:

1. The Mortgagor is the owner and is absolutely seized and possessed of, or otherwise well and sufficiently entitled to, all the assets more particularly described in **Schedule II** hereunder (the “**Mortgage Properties**”) and has the right and authority to make this declaration.
2. I say that pursuant to the terms of the rupee term loan facility *availed/ proposed to be availed of* by the to the persons named as borrowers and co-borrowers in **Schedule I** hereto (hereinafter referred to as the “**Borrower**”) from the Lender (“**Facility**”) and the facility agreement dated \_\_\_\_\_ *inter alia* executed by and between the Borrower and the Lender (“**Facility Agreement**”), the Mortgagor has agreed, to create, a charge and mortgage in favour of the Lender *inter alia*, on the Mortgage Properties (“**Mortgage**”).
3. I say that the Mortgagor proposes to mortgage and charge by way of deposit of title deeds of the Mortgage Properties (as more particularly set out in **Schedule III** hereto) (“**Title Deeds**”) as security in favour of the Lender to secure the due repayment and discharge of all outstanding amounts in relation to the Facility (when availed), the total principal amount of which shall not exceed beyond Rs. \_\_\_\_\_, plus, the accrued interest and charges thereon and upon the terms and conditions of the documents executed/to be executed in relation to the

Facility ("**Facility Documents**"), and performance of the obligations of the Borrower and Mortgagor under the Facility Documents;

4. I, *on behalf of the Mortgagor*, say that the Title Deeds are the only title deeds in possession of the Mortgagor, and further undertake that any additional documents, evidences, and writings relating to the Mortgage Properties which may, from time to time, be received by or then be in the Mortgagor's control, power or possession will be delivered to, and deposited with, the Lender.
5. I, *on behalf of the Mortgagor*, say that:
  - (i) the Mortgagor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the rights in the Mortgage Properties;
  - (ii) save as provided under the Facility Documents, the Mortgagor has a clear and marketable title to the Mortgage Properties, free from all encumbrances or charges (statutory or otherwise), claims and demands and the Mortgage Properties is not subject to any charge, lien, statutory tenancy, attachment, mortgage or any other encumbrances or processes issued by any court or authority;
  - (iii) the Mortgagor is fully entitled and competent to sell, transfer, mortgage and convey the Mortgage Properties;
  - (iv) save as provided under the terms of the Facility Documents, the Mortgagor has not created any encumbrance (including in the form of declaration of any trust over the same) in respect of the Mortgage Properties;
  - (v) the Mortgage Properties is in the exclusive, uninterrupted and undisturbed possession of the Mortgagor since the date of its acquisition and the Mortgagor has not received any adverse claim in respect of the Mortgage Properties or any part thereof;
  - (vi) no claims, actions, suit, writ, action, complaint or other proceedings are pending against the Mortgage Properties which would affect and, or, obstruct the ownership, use and occupation of the Mortgage Properties or for creation of security as per the Facility Documents;
  - (vii) at the time of deposit of the documents of title, evidences, deeds and writings pertaining to the Mortgage Properties more particularly described in **Schedule III** hereunder, the Mortgagor has not entered into any agreement for sale, transfer or alienation in respect of the Mortgage Properties;
  - (viii) the Mortgage Properties is not affected by any notice of acquisition or requisition;
  - (ix) the Mortgagor is in compliance with the provisions of all Applicable Laws in relation to the Mortgage Properties and no action (governmental, judicial, administrative or otherwise), dispute, suit or proceeding pertaining to the compliance with the applicable laws in relation to the Mortgage Properties, is threatened or anticipated;

- (x) there is no pending attachment pursuant to an order of a court or judicial authority or similar process of any nature whatsoever issued or initiated by a judicial authority against the Mortgage Properties;
  - (xi) no suit, writ, action, complaint or other proceedings are pending against the Mortgage Properties under the Income Tax Act, 1961 or under any other law for the time being in force in India; and
  - (xii) The Mortgagor has obtained the requisite consents to mortgage and charge its interests in respect of the Mortgage Properties in favour of the Lender.
6. I, *on behalf of the Mortgagor*, say that the Mortgagor has duly paid full consideration, all rents, royalties and dues in respect of the Mortgage Properties and all other Taxes and revenues payable to the government or to any local authority or Governmental Authority and that at present there are no pending cases against the Mortgagor for such dues, rents, royalties, Taxes or revenues and that no attachment or warrants have been served on the Mortgagor in respect of income tax, government revenues and other Taxes or dues;
7. The Mortgagor also agrees and undertakes to promptly perfect the title in respect of the Mortgage Properties, if required, comply with such declarations, and provide such undertakings, requisitions and other writings as may be required by the Lender and/or its advocates and solicitors and to comply, to the satisfaction of the Lender, with all other requirements and requisitions submitted by or on behalf of any of the foregoing persons in connection with the transactions contemplated by the Facility Documents.
8. I, *on behalf of the Mortgagor*, hereby agree and undertake that the Mortgagor shall:
- (i) pay all rents, rates, Taxes, fees, revenues, assessments, duties and other outgoings and pay other amounts due in respect of the Mortgage Properties and observe and perform all terms, conditions, covenants and the rules and regulations pertaining to the Mortgage Properties and will not do or omit to do or suffer anything to be done whereby the security interest being created in favour of the Lender will be affected or prejudiced in any manner whatsoever;
  - (ii) obtain requisite insurance policies in respect of the Mortgage Properties (as customarily required to be procured in relation to such property) and ensure that such policies remain valid and in full force and effect till the Final Settlement Date;
  - (iii) assure the title to the Mortgage Properties and comply with all requisitions that may be made from time to time by or on behalf of the Lender in relation to the title to the Mortgage Properties.
9. I, *on behalf of the Mortgagor*, declare that the Mortgagor has undertaken and covenanted to bear and discharge all stamp duty and registration fees, if payable, at any time in connection with the security interest created in respect of the Mortgage Properties.

10. Notwithstanding anything contained herein, the Mortgagor further undertakes that, save and except for the encumbrances created under the terms of the Facility Documents, no mortgage, charge, lien or other encumbrance whatsoever will be created on the said Mortgage Properties comprised in the mortgage security save and except with prior written permission of the Lender.
11. The Mortgagor is not aware of any act, deed, matter or thing or circumstance, which prevents the Mortgagor from mortgaging or charging the Mortgage Properties in favour of the Lender.
12. In consideration of having agreed to mortgage the Mortgage Properties in favour of the Lender to secure the due discharge, the due repayment and discharge in full by the Borrower of all the outstanding amounts under the terms of the Facility Documents and performance of the obligations under the Facility Documents and in further consideration of the Lender having agreed to accept the mortgage of the Mortgage Properties from the Mortgagor at request of the Borrower and Mortgagor, I, *on behalf of the Mortgagor*, further assure, confirm, covenant and agree that the Mortgagor hereby undertakes to indemnify and keep the Lender always indemnified against all losses, damages incurred, costs incurred or expenses incurred that the Lender may have to incur or suffer or put to or which may be occasioned on account of any deficiency or imperfections in the Mortgagor's interest in the Mortgage Properties.
13. I, *on behalf of the Mortgagor*, also undertake that any breach of the declaration and undertaking contained herein shall amount to an Event of Default under the Facility Documents and the Lender shall be entitled to take such action against the Mortgage Properties as they may deem fit and proper.
14. Unless otherwise defined, capitalized terms used herein but undefined shall have the meaning ascribed to such term under the Facility Agreement.

**AND** I make the aforesaid declaration, solemnly and sincerely believing the same to be true.

Solemnly affirmed at \_\_\_\_\_, Date: \_\_\_\_\_

\_\_\_\_\_  
(Mortgagor/Property owner)

\_\_\_\_\_  
(Designation)

Before me,

NOTARY

**SCHEDULE I****Details of Company**

<b>S. No.</b>	<b>Name and other details of Mortgagor</b>
1.	Firm: Name of the Firm: Registered Office Address: Name of the Partner: Son of / daughter of /wife of: Address: :

<b>S. No.</b>	<b>Name and other details of Borrower</b>
2.	Firm: Name of the Firm: Registered Office Address: Name of the Partner: Son of / daughter of /wife of: Address:

<b>S. No.</b>	<b>Name and other details of Co-Borrower</b>
3.	Individual: Name: PAN Number: Son of / daughter of / wife of: Address:  Firm: Name of the Firm: Registered Office Address: Name of the Partner: Son of / daughter of /wife of: Address:

**SCHEDULE II**  
**Description of immovable properties**  
(as per paragraph 1 of the Declaration)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Address of the property)

**SCHEDULE III**  
**(List of Title Deeds, Documents, Evidences and other Writings)**

1. \_\_\_\_\_  
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2. \_\_\_\_\_  
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3. \_\_\_\_\_  
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4. \_\_\_\_\_  
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5. \_\_\_\_\_  
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6. \_\_\_\_\_  
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7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_