

## DECLARATION

In the matter of the loan / credit facility in the sum / limit of the amount mentioned in Item No. 1 of Schedule A ("the Facility") granted/to be granted by KOTAK MAHINDRA BANK LIMITED, having its Registered Office at 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 and a branch office inter alia at the place specified in Item No.2 of Schedule A to the person/s specified in Item No. 3 of Schedule A (collectively, "the Borrower") executor of this presents state as follows:

- 1) I / We as mentioned in Item No. 4 of Schedule A, residing at the place / having place of business which, as mentioned in Item No. 4 of Schedule A (hereinafter referred/collectively referred to as "the Mortgagor") do hereby solemnly affirm and declare as under.
- 2) As more particularly recorded in the memorandum recording the past transaction of creation of equitable mortgage by deposit of title deeds executed by me/us, on the date specified in Item No. 5 of Schedule A , I / we have mortgaged the premises as specified in Item No. 6 of Schedule A ("the Premises") on a first and exclusive basis in favour of Kotak Mahindra Bank Limited ("the Bank") as security for the due repayment to the Bank of all amounts payable by the Borrower to the Bank under the Facility sanctioned under the loan agreement the date of which is specified in Item No. 7 of Schedule A executed between the Borrower and the Bank ("Loan Agreement") in connection with the Facility ("the Borrower's Dues"). At the time of creation of the said equitable mortgage by deposit of title deeds I / We have declared and represented to the Bank as under:
  - (i) That I am / we are the owner(s) of and am/are absolutely seized and possessed of and entitled to the Premises.

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*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten mark]*

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- (ii) That I /we are competent / authorised to make this declaration.
- (iii) That I/we have a clear and marketable title to the Premises free from all encumbrances, deficiencies and/or defects and no other person has any share, right, title, interest or claim in, to or upon the Premises which have been acquired by me/us under an Indenture/deed as mentioned in **Item No. 8 of Schedule A**
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- (iv) That the Premises are free from and are not subject to any mortgage (except the abovementioned mortgage in favour of the Bank), charge, lien, trust, negative covenant, right of way, trespass, occupation/possession by any third party, claim, demand, lis pendens, legal proceeding, attachment, injunction, notice or other encumbrance, order, process, impediment or any other process issued by any court or other authority and no suit, action or other proceeding is pending in respect of the Premises and no adverse claims have been made and no notice for acquisition or requisition has been issued or received by me/us or any other person in respect of the Premises or any part thereof.
- (v) That, save and except as may have been otherwise intimated by me/us to the Bank in writing, the Premises are in my/our exclusive possession and no adverse claim has been made in respect of the Premises.
- (vi) That I / we have duly paid and will at all times during the subsistence of the aforesaid mortgage / until the Borrower's Dues have paid to the Bank in full, continue to duly pay the rates, taxes, cesses, assessments, revenues, duties and other outgoings and amounts now or hereafter due or payable in respect of the Premises.
- (vii) That I/we have duly observed, performed and complied with and shall at all times during the subsistence of the aforesaid mortgage / until the Borrower's Dues have paid to the Bank in full, continue to duly observe, perform and comply with all the rules, regulations, laws, bye-laws, covenants, terms and conditions in connection with the Premises.
- (viii) That I/we have not done and shall not at any time do any act, deed, matter or thing which may adversely affect or prejudice in any manner the Bank's security and/or interests.
- (ix) That I/we will not sell, transfer, assign, let out, encumber, mortgage, transfer, charge, grant any leave or license, induct any person in or part with or

x *[Signature]*

*[Signature]*

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served on me/us in respect of Sales Tax, Government Revenue and other taxes or dues and there are no disputes or claims existing or anticipated concerning the Premises.

(xvii) That I/we have not entered into any agreement for sale or otherwise with any person or party in respect of the Premises or created any third party rights in respect thereof.

(xviii) That I/we have furnished all the documents of title related to the Premises in my/our possession to you and the same may be retained or dealt with in such manner as the Bank may deem fit.

(xix) That I/we have in my / our possession, power and control only those documents, evidences and writings relating to the Premises which have been handed over to the Bank. If at any time hereafter any further title deeds relating to the Premises come into my/our possession, power or control, I/we shall hand over the same to the Bank to perfect the security created/proposed to be created by me/us over and in respect of the Premises in favour of the Bank.

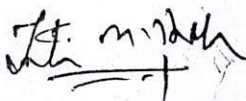
(xx) That I/We has/have full corporate power and authority to mortgage the property and to execute the Security/ the Transaction Documents and to take any action and execute any documents required and that the Mortgage /Transaction Documents have been duly authorised by all necessary corporate proceedings and have been duly and validly executed and delivered

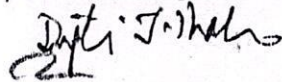
(xxi) That no material change has taken place which would affect the construction / purchase / title of the Premises where the Premises are at present under construction.

(xxii) That I/we am/are not aware of any document / judgement / order or legal process or latent/patent defect in my/our title to the Premises which may prejudicially affect the interest of the Bank.

(xxiii) That I/we have scrutinised the building plans, commencement certificate and all the requisite permissions pertaining to the Premises and that the construction is in accordance with law, as per the approved plans, certificates and permissions and of a satisfactory and standard quality.

(xxiv) That I/we have disclosed all facts relating to the Premises to the Bank in writing and have made available to the Bank all documents of title and other deeds and writings in my/our possession and power relating to the Premises. I/We

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confirm the accuracy of all information given by me/us in this regard and also confirm that all prior or subsequent information furnished by me/us in this behalf is/will be true, complete and accurate in every way and the Bank may act on the basis of the said information, particulars and documents.

(xxv) That I/we hereby declare and undertake that the Property shall be used for the purpose for which it is allowed to be used as per the regulations issued by the concerned revenue / town/ municipal authority and for no other purpose without written confirmation of the Bank.

4. I am / We are making the aforesaid statements and giving the aforesaid declarations solemnly and sincerely believing the same to be true and knowing fully well that based on the statements, declarations and indemnities aforesaid the Bank has agreed /may agree to sanction and grant the Facility and to accept mortgage of the Premises.
5. My/Our liability under this Declaration- shall be joint and several.
6. Any matter or issue arising under this Declaration or any dispute hereunder shall, be redressed in the manner provided in the Loan/facility documents.

SCHEDULE A

Item	Particulars	
1	Amount of Loan Rs.	
2	Branch office of KMBL.	
3	Name of Borrower/s	
4	Name & Address of Mortgagor/s	
5	Date of Mortgage	
6	Details of Mortgaged premises	

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*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten mark]*

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7	Loan Agreement date	
1	Name and Date of Indenture showing ownership of Mortgagor :	

Solemnly declared by the above-named on this \_\_\_\_ day of \_\_\_\_ month of year \_\_\_\_\_.

SIGNATURE :

- 1. 1 \_\_\_\_\_ )
- 2. 2 \_\_\_\_\_ )
- 3. 3 \_\_\_\_\_ )

through its \_\_\_\_\_ )

- 1. Mr. \_\_\_\_\_ )
- 2. Mr. \_\_\_\_\_ )
- 3. Mr. \_\_\_\_\_ )

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*Int. as above*

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*Dr. J. W. M.*