

POWER OF ATTORNEY

THIS IRREVOCABLE POWER OF ATTORNEY ("**Power of Attorney**") is granted at the place and on the day provided in the **Schedule** hereunder written,

BY

The person(s) named and described in the Schedule (hereinafter referred to as the "**Borrower**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns, IN FAVOUR OF:

Piramal Finance Ltd. (Formerly Piramal Capital & Housing Finance Ltd.), a company incorporated under the provisions of the Companies Act 1956, having its registered office at Unit No-601, 6th Floor, Piramal Amiti Building, Piramal Agastya Corporate Park, Kamani Junction, Opp. Fire Station, LBS Marg, Kurla (West), Mumbai - 400 070 (hereinafter called as "**Lender**", which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) party of the Other part.

The Borrower and Lender are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. By a Loan Agreement (details whereof as mentioned in the **Schedule** hereto) made between the Borrower and the Lender, the Lender has agreed to lend to the Borrower and the Borrower has agreed to borrow from the Lender the Loan amount as stated in the **Schedule** hereto. For the purpose of securing the Loan together with the interest, penal charges, cost, charges, expenses, the Borrower has agreed to create/created Security Interest in favor of the Lender over the Property (details mentioned in the **Schedule** hereto) by way of deposit of the title deeds relating to the Property/registered mortgage or by way of any other form or type of mortgage.

B. In consideration of the Loan being granted by the Lender under the Loan Agreement, the Borrower hereby executes an irrevocable power of attorney in favour of the Lender, authorising the Lender inter alia, on its behalf to do all such acts, deeds and things as may be required and to execute and deliver such deeds, documents and writings, as may be required in relation to the Property in the manner hereinafter appearing.

The terms capitalized but not defined in this Power of Attorney shall have the meaning ascribed to such term in the Loan Agreement.

KNOW ALL MEN BY THESE PRESENTS that the Borrower does hereby nominate, constitute and appoint the Lender as its true and lawful attorney, to do, execute and perform all or any of the following acts, deeds, matters and things in the name of the Borrower and on behalf of the Borrower, at the Borrower's cost and risk, that is to say:

1. To make, execute, sign, seal and deliver and cause to be registered in favour of the Lender at the Borrower's cost and expenses (inclusive of all stamp duties, fees and taxes) in all respects:
 - i.a legal and/or equitable or any other form or type of mortgage in respect of the Property, as a security for the repayment of the Loan, together with interest/commission, further interest by way of liquidated damages, commitment charges, costs, charges and expenses and all other moneys payable by the Borrower to the Lender in respect of the Loan under the Loan Agreement, with all covenants, conditions, declarations, agreements, provisions, and stipulations as in the absolute discretion of the Lender be deemed necessary and expedient and in the form acceptable to the Lender.
 - ii.all such other deeds and documents as also the requisite particulars required to be filed with any authority as may be necessary.
2. To do all such acts, deeds and things as may be required under the Loan Agreement and the Transaction Documents, provided that all such acts, deeds and things shall be valid and lawful under the Applicable Laws of India and to make, execute, sign, seal and deliver and cause to be registered in favour of Lender at the costs and expenses of the Borrower all such deeds, documents, and writings with all such covenants, conditions, declaration, agreements and stipulations as may, in the absolute discretion of Lender (which discretion shall be final and binding on the Borrower) be deemed necessary as may be required in relation to the terms and conditions of the Loan Agreement or for exercising any of the powers hereby conferred in connection with any sale or disposition of any part of the Property or the exercise of any rights in respect thereof or for giving to the Lender the full benefit of the Security Interest in accordance with the provisions of the Loan Agreement and so that the appointment hereby made shall operate to confer on the Lender, the authority to do on behalf of the Borrower anything which it can lawfully do as its attorney.
3. To receive all consideration consequent on any sale, exchange, transfer or disposition, realisation and to give proper receipts and valid and effectual discharges for the same.
4. To apply for and obtain the necessary certificate(s) and permission(s) under Section 281(1) of the Income Tax Act, 1961, or under any other applicable law(s) and/or any other certificate that may be necessary, and all other deeds and documents, and for the purpose of the legal and/or equitable or any other form or type of mortgage, to appear on behalf of the Borrower before the concerned authorities and pay and discharge all liabilities if any and reimburse all such expenses so paid or debit such amounts to the Borrower's account carrying interest at stipulated rates.
5. To appear before the Registrar and Sub-Registrar of Assurances in any District or Sub-District appointed to register documents under the law applicable thereto for the time being in force for the registration of documents and to present for registration, the deeds and documents, executed by virtue of these presents and also to admit execution thereof, to give Notice of Intimation, and to execute and sign all other deeds, documents and writings as may be necessary for the purpose aforesaid including the requisite particulars required to be filed with the Registrar of Companies under the

Companies Act, 2013 (if applicable); and enter into, sign, execute all contracts, agreements, deeds, transfers, undertakings, indemnities, forms, instruments, writing and correspondence as may be, in the opinion of the Lender, required, and do all acts and things which in the opinion of the Lender should be executed, signed or done by the Borrower for the creation and/or perfection of the security created/to be created in favour of the Lender as aforesaid.

6. To approach any bank/ financial institution or any other person holding the title related documents with respect to the Property in such person's custody on account of any financial assistance availed from such person or otherwise and to apply for release of and collection of the said documents from such person.

7. The Lender shall be entitled to represent and warrant that the Property, are free from any Security Interest other than those created under this Agreement and all other rights of first refusal, pre-emption rights and can be transferred pursuant to these presents on this basis and this representation and warranty, shall continue until the Lender has fully and finally discharged the Borrower in writing.

8. To execute on behalf of the Borrower such documents and deeds as may be necessary to give effect to the provisions of the Loan Agreement and for the preservation, enforcement and realisation of the Security Interest.

9. To engage any lawyer, counsel or any other professional experts in any Court of law or before any arbitrator or authority for and on behalf, and at the sole cost, of the Borrower, to enforce any right or protect any interest, conferred on Lender in the Loan Agreement.

10. For all or any of the purposes herein to do all such acts and execute and deliver all such writings as may be required for the creation, preservation and protection of the Security Interests.

11. Upon and/ or after the occurrence and continuation of an Event of Default, to appoint or engage any third party for effecting any transfer, sale or disposition, realisation or encashment, to sell all or any of the Property and to receive the sale proceeds in respect thereof upon enforcement of the Security constituted therein, both of the above in accordance with the Loan Agreement and the relevant Transaction Documents and to give proper discharge for receipt for moneys received on sale of any of the Property.

12. To appoint or remove any agent or agents with all or any of the powers aforesaid in order to enable such agent to exercise all or any of the powers given by the Borrower to the Lender herein and withdraw any such powers from any of them.

13. To apply for and obtain all necessary certificates/ approvals/ permissions/ consents that may be necessary or required for the creation / registration of the charge and all other deeds and documents and for the above purposes, to appear for and on behalf of the Borrower before the statutory authorities and if need be to discharge or pay applicable Taxes on behalf of the Borrower reimbursing all such sums as may have been so paid and without prejudice to claim such reimbursement.

14. To receive the insurance receivables marked in favour of the Lender.

15. To generally do or cause to be done every other acts, deeds, matters or things that the Lender may deem necessary or expedient for the purpose of providing all such powers to the Lender for the Lender to enforce all rights as stipulated under these presents and/or the Loan Agreement.

AND the Borrower hereby unconditionally and irrevocably agrees to ratify and confirm whatever that the Lender shall do by virtue of the powers granted to it hereinabove.

AND it is hereby declared that all receipts, collections and appropriations by the Lender in terms of the powers conferred hereby shall be appropriated in terms of the Loan Agreement.

AND it is hereby declared that this Power of Attorney will be irrevocable and unconditional and subsist until any or all monies due to the Lender including but not limited to the principal amount thereof together with interests, cost, charges and expenses and all other monies due and payable thereon shall have been fully and duly paid and discharged under the Loan Agreement.

AND it is hereby declared that the grant of this Power of Attorney by the Borrower shall not operate to the prejudice of the Lender so as to anyway affect rights, title, or interest vested in the Lender by virtue of any other instrument.

AND it is hereby agreed that all or any of the powers hereby conferred upon the Lender may be exercised by any officer or officers of the Lender, nominated in writing by the Lender / any other constituted attorney of the Lender specifically authorized in that behalf.

In witness whereof the Borrower has caused this Power of Attorney to be executed on the day, month and year first hereinabove written as hereinafter appearing.



Piramal Finance Ltd. (Formerly Piramal Capital & Housing Finance Ltd.)

a company incorporated under the provisions of the Companies Act 1956, having its registered office at Unit No-601, 6th Floor, Piramal Amiti Building, Piramal Agastya Corporate Park, Kamani Junction, Opp. Fire Station, LBS Marg, Kurla (West), Mumbai - 400 070, CIN: U65910MH1984PLC032639 | www.piramalfinance.com