*(To be given on the letterhead of the Partnership)*

**Annexure 10 - Request cum Partnership Letter (on death of any of the partner)**

Date\_\_\_\_\_\_\_\_\_\_\_\_\_

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name & address of the Firm)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Firm''), maintain a current account bearing number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ with \_\_\_\_\_\_\_\_\_\_\_ Branch of Kotak Mahindra Bank

We state that the following partner of our Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the deceased partner) has expired on \_\_\_\_\_\_\_\_\_\_, a copy of his death certificate is enclosed herewith and our firm has been reconstituted vide a reconstitution deed dated --------, a copy of which is enclosed herewith.

We the current partners of our Firm as per the abovementioned reconstituted deed ------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------*(name of the continuing partners)* state that we wish to continue with the existing account in the name of the Firm ("the Account") with the Bank and hereby confirm we have read the understood the Terms & Conditions applicable to such Account, products, and services relating thereto including products and services offered through any channel, including but not limited to its website and phone banking channels and shall always be bound by and abide with them and their amendments from time to time.

The account will be operated by the following Jointly/ Severally/ Any other mode of operation (pls specify)\_\_\_\_\_\_\_\_\_\_\_\_

Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Designation)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Particulars)

Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Designation)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Particulars)

Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Designation)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Particulars)

We hereby authorize \_\_\_\_\_\_ and \_\_\_\_\_\_\_\_ (Give name and designation) to open, operate and close the said account(s) and to place Term Deposit(s) in the name of the Firm for any tenure and to prematurely withdraw the said Term Deposit(s).

We wish to avail of the Net Banking, Phone Banking, Debit Card and Payment Gateway offered by Kotak Mahindra Bank and we have read the terms and conditions

applicable to these services and accept the same.

We hereby authorise

Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Designation)

Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Designation)

Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Designation)

to avail of the Net Banking, Phone Banking, Debit Card and Payment Gateway offered by the Bank as outlined in the form prescribed by the Bank

THAT the Firm nominates the below mentioned partner/s (Hereinafter referred to as the ‘maker/s’) to initiate the tax payment transaction/s in net banking by inputting the required data.

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

THAT the Firm nominates the below mentioned partner/s (Hereinafter referred to as the ‘checker/s’) to authorize or cancel the tax payment transaction/s that have been initiated as per the preceding paragraph.

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ } \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ } \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We also undertake to inform the Bank 15 days in advance in case any of its authorised signatory’s Net Banking, Phone Banking, Debit Card and Payment Gateway access needs to be revoked. We will not hold the Bank responsible if it does not comply with the aforesaid term.

We hereby authorise the Bank to mail/courier the Debit Card and other enabling access such as PIN, password, etc. to the attention of the person(s) authorised as above at the mailing address recorded with the Bank.

We here by also agree that for all existing investment accounts, including but not limited to 2 Way Sweep facility, or to be opened in the future will be accessible on Net Banking and transaction rights, if applicable, will be available subject to the authorized person having unconditional authority and having executed and granted a Power of Attorney / Mandate, as applicable, in favour of the Bank and it is here by declared that on behalf of partnership firm, Mr./ Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is here by granted the powers and rights to execute such Power of Attorney / Mandate, as applicable in favour of Kotak Mahindra Bank Limited [the Bank] in the form and manner stipulated by the Bank, from time to time.

We request and authorise you, until any one of us shall give you notice in writing to the contrary, to honour operations and institutions under the signature(s) of our aforesaid Authorised Signatories in respect of operation of the Account including through channels by the Firm with the Bank and for all cheques, guarantee or other orders, which may be drawn or bills accepted or notes or negotiable instruments passed on the Firm’s behalf or receipts for money owing by you to the Firm and to debit such cheques, guarantees, orders, bills notes or negotiable instruments to the Firm’s Account(s) with you whether such Account or Accounts be for the time being in credit or overdrawn, in consideration of which we agree to be jointly and severally responsible for payment of any such overdraft and interest.

We undertake:

(a) to inform the Bank in writing whenever any change occurs in the constitution of the Firm.

(b) to be responsible for payment of all debts and liabilities of the Firm and/or its successors and

assigns incurred, or purported to have been incurred, on behalf of the Firm by any one of us, or by any other partner, member or person interested therein, or by an agent, manager or other person purporting to act on behalf of the Firm and/or its successors and assigns, whether actually authorised or not, in connection with any transactions, business dealing, matter or thing whatsoever, including any guarantee given assuring the liability or obligation of any person, firm or company.

(c) that in the event of the death or retirement of any partner of the Firm, the Bank shall be entitled, at its discretion, to deal with the surviving or continuing partner or partners, as the case may be and release the securities, if any, held by the bank for its dues, to such surviving or continuing partner or partners against receipt of any such amounts as it may in its discretion consider proper, without in any way affecting its right to recover the balance of its dues from the retiring partner or the heirs and legal representatives of the deceased partner.

Our undertaking and liability as aforesaid shall continue notwithstanding any change in the constitution or membership of the Firm and/or its successors and assigns or its dissolution for any reason whatsoever, and even if we or any of us cease to be partners or members or to have any interest in the Firm, till such time that any or all of us gives you written notice of such event, in which case the partner/s so giving notice shall continue to be liable in respect of all transactions and dealings existing prior to or at the date of the receipt by you of such written notice.

Names of all the Partners Signatures

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Kotak Mahindra Bank Ltd.** CIN: L65110MH1985PLC03813 **Registered Office:** 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051. www.kotak.com