

HYPOTHECATION DEED

This Hypothecation Deed (“**Deed**”) executed at the place and on the day, month and year set out in **Schedule** hereof by and **BETWEEN**

- (i) The Borrower named in Schedule which expression shall include his / her legal heirs, executors, administrators and assigns of the One Part

AND

- (ii) **RBL Bank Limited**, a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949; constituted under the provisions of Indian Companies Act, 1913 and having its registered office at 1st Lane, Shahupuri Vyapari Peth, Kolhapur – 416 001 and Corporate Office at One World Centre, Tower 2B, 6th Floor, 841, Senapati Bapat Marg, Lower Parel, Mumbai – 400013, and amongst others, a branch/office at the place specified in Schedule hereof (“**Bank**”) of the **Other Part**.

WHEREAS

- a. The Borrower has submitted to the Bank an Application Form requesting the Bank to grant facility on such terms and conditions as it may deem fit.
- b. The Bank having considered the Borrower’s request has agreed to grant the facility/facilities repayable on terms and conditions contained in the Sanction Letter more particularly described in Schedule, with interest, charges, outstanding amounts and any other monies payable by Borrower (“**Facility**”).
- c. The Borrower has agreed to avail of the facility on the terms and condition stipulated by the Bank and pursuant thereto has agreed to hypothecate the Assets described in Schedule II as Security.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT

1. The Borrower hereby agrees and undertakes as under:

- (i) All Assets described as Security in the Schedule are hereby hypothecated as a charge to secure the repayment of the Facility.
- (ii) To keep the Assets in good and marketable condition and insured for the market value at all times for all risks with the Bank endorsed as “Loss Payee”. Any claim received on the insurance policies will be utilised to repay the Facility.
- (iii) To display the name of the Bank on the Assets as the entity in whose favour the Assets are charged.
- (iv) On demand, notwithstanding any legal proceeding to give immediate possession of the Assets together with all records / documents pertaining to the Assets to the Bank’s authorised personnel and to accept Bank’s account of sale and realisations as sufficient proof of amounts realised upon sale of the Assets.
- (v) Not to hold the Bank responsible for any loss, damage or depreciation in the value of the Assets while under the possession / control of the Bank and /or its nominees.
- (vi) Security created shall be in full force and effect till all monies due under the Facility are repaid and shall not be affected or discharged by death, insolvency or winding up of the Borrower.
- (vii) Upon demand by the Bank to furnish full particulars of the Assets where stored or located and to keep them free from any charge or encumbrance other than in favour of the Bank.
- (viii) Not to compound or release any of the book-debts due to the Borrower without the consent of the Bank.
- (ix) To indemnify the Bank from and against all suits/proceedings, costs, charges, claims and demands by any third party against the Bank for any lawful acts done by the Bank pursuant to this agreement
- (x) To execute such further documents and deeds as may be required by the Bank to perfect, protect and /or enforce the Security.
- (xi) The Borrower/s shall, for so long as any portion of the Borrower/s’ Dues is outstanding/payable to the Bank, fully insure, and keep the Asset(s) so insured, at its own costs. Where required by the Bank, the Asset(s) shall be insured in the joint names of the Borrower/s and RBL Bank, with the name of the Bank recorded as ‘the Loss Payee’ in such insurance policy/ies.
- (xii) In the event of any failure by the Borrower/s to obtain such insurance policies and/or to furnish proof of the same to the Bank, the Bank may (but shall not be bound to) insure the Asset(s) at the Borrower/s’ cost. If the Bank pays the insurance premium, or any other monies, for/towards the insurance of the Asset(s), the Borrower/s shall reimburse all such sums paid by the Bank.
- (xiii) In the event of any loss or damage to the Asset(s) due to any accident, the first claim on any insurance proceeds shall be that of the Bank, which proceeds shall be applied by the Bank towards the Borrower/s’ Dues towards charges and costs, interest and then principal in that order.
- (xiv) In the event of there being any surplus of the net proceeds on sale of Asset(s) after payment in full of the balance due to the Bank, it shall be lawful for the Bank to retain and apply such proceeds together with any money or monies belonging to the Borrower for the time being in the hands of the Bank under whatever account towards liquidation of any monies that shall be or may become due from the Borrower or any of its group companies/associates/guarantors/directors/promoters to the Bank or the Banks group companies. Similarly, the Borrower is solely liable to pay the shortfall amount in the event of loss after sale of Asset(s).

2. The Borrower hereby authorizes

- (i) The Bank and /or its officials without notice to the Borrower and at the Borrower’s risk and expenses to enter into any place where the hypothecated Assets are stored and to inspect, value or take possession of the Assets.
- (ii) Upon a default by the Borrower in repayment of the loan as agreed upon or in the event the charge on the Assets becomes unenforceable for any reasons whatsoever the Bank and/or its officials at the risk and expense of the Borrower may
 - (a) enter upon any premises of the Borrower and /or any other person to seize, recover, collect, withdraw, receive the Assets without interruption or hindrance by the Borrower and /or any other person
 - (b) to remove and/or sell by public auction or by private contract, despatch or consign for realisation or otherwise dispose of or deal with all or any part of the Assets and enforce, realise, settle, compromise and deal with any rights or claims relating there to

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- (c) to sell, assign or otherwise liquidate any or all of the Assets and to claim the proceeds of such sale or liquidation and to retain all amounts received or receivable in respect of the Assets and use them in whole or part towards repayment of all amounts due in respect of the Facility.
 - (d) direct the Borrower and /or other concerned person at their expense to deliver to the Bank the Assets on the appointed date and time indicated by the Bank and to provide guards and maintenance services to protect the same.
 - (e) To appoint a Receiver at the risk and expense of the Borrower to take the possession of the Assets and to sell the same
 - (f) Act as the Borrower's attorney and at the Borrower's expenses / risk to recover any receivables present or future due to the Borrower from any person or entity and to appropriate the same towards repayment of the Facility.
- (iii) The Bank and /or its group companies may provide information on various products marketed through any mode including through post, courier, telephone calls, SMS, email etc.

3. The Borrower and the Bank agree that

- (i) If any provision is unenforceable or prohibited it shall not invalidate the remaining provisions and this agreement will be construed as if the unenforceable / prohibited provisions did not exist.
- (ii) The Bank is entitled to stipulate such further terms and conditions as it may deem fit at any time including after grant of the Facility which shall be binding on the Borrower.
- (iii) This Deed shall be read in conjunction with the Sanction Letter and accordingly all provisions, including in relation to applicable law and jurisdiction shall be applicable herein.

SCHEDULE-I

[This Schedule shall form integral part of Hypothecation Deed executed by the Borrower]

A. DESCRIPTION OF BORROWER:

Name	S/o D/o W/o	Address / Email / Mobile no.	PAN Number	Age/ Constitution

B. DESCRIPTION OF CO-BORROWER(S)/GUARANTOR(S):

Name	S/o D/o W/o	Address / Email / Mobile no.	PAN Number	Age/ Constitution

C. FACILITY DETAILS

1.	Date of Facility Agreement																												
2.	Sanction No. and Date	No. _____ Date: _____																											
3.	Place of Execution of DOH Date of Execution of DOH	Branch : _____ Place : _____ Date : _____																											
4.	Legal constitution of the Borrower	<input type="checkbox"/> Individual <input type="checkbox"/> HUF <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other _____ (Please specify)																											
5.	Details of Facility	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Details</th> <th style="width: 15%;">Facility 1</th> <th style="width: 15%;">Facility 2</th> <th style="width: 15%;">Facility 3</th> <th style="width: 15%;">Facility 4</th> <th style="width: 15%;">Facility 5</th> </tr> </thead> <tbody> <tr> <td>Type of Facility</td> <td>Cash Credit/ Overdraft</td> <td>Cash Credit/ Overdraft</td> <td>Cash Credit/ Overdraft</td> <td>Term Loan- 1</td> <td>Term Loan- 2</td> </tr> <tr> <td>Amount</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Purpose</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Details	Facility 1	Facility 2	Facility 3	Facility 4	Facility 5	Type of Facility	Cash Credit/ Overdraft	Cash Credit/ Overdraft	Cash Credit/ Overdraft	Term Loan- 1	Term Loan- 2	Amount						Purpose					
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SCHEDULE-II
(Description of Asset)

1. **“Crops”** mean the whole of the Borrower’s crop now standing or hereinafter to be raised on the said lands or cut or stocked or stored or in the course of transit or delivery and includes any seeds, harvested crops or any sale proceeds thereof together with any equipment / machinery or other movable properties connected with the growing, harvesting, storing or transporting of the crops.
2. **“Cattle & Animal Husbandry”** means the whole of the Borrower’s livestock including all milch/non milch animals and machinery connected with production of milk and allied activities” means the whole of the Borrower’s livestock including all milch animals and machinery connected with production of milk
3. **“Poultry”** includes all the Borrower’s birds reared for farming together with all machinery and equipment connected with the rearing , storing or transportation of the birds and allied activities..
4. **“Machinery and Equipment”** means all vehicles, tractors, harvesters, equipment & machines including spares , tools and accessories, irrigation equipment installed or not whether in the possession or control of the Borrower and stored in or about the Borrower’s premises or held by any other party or in the course of transit.
5. **“Receivables”** means all amounts owing to, and received and/or receivable by, the Borrower and/or any person on its behalf, all cash flows and receivables and proceeds arising from / in connection with his activity/agriculture and all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in, to or in respect of all the aforesaid assets, including but not limited to the Borrower’s cash-in-hand, both present and future which expression shall, as the context may permit or require, mean any or each of such Receivables.
6. **“Commodity”** means such of Borrower’s Crops and other produce cut and stocked by the Borrower and stored with such corporates/facility agents against which the Facility is being given.
7. **“Fisheries”** means such of Borrower’s ponds, tanks, open water bodies, raceways, hatcheries, rearing units, boats, nets and such other fishing gear as the case may in respective of fish farming and fishing related activities and allied activities.

WITNESS DELCARATION IF ANY BORROWER / CO-BORROWER IS PUTTING THUMB IMPRESSION

I/We have understood the terms and condition (including without limitation to the Schedules). The terms and conditions have been explained to me/us in the language understood by me/us and I/we have understood the contents. I/We shall be bound by all the said terms and conditions.

Name Borrower / Co-Borrowers:

Signature / Thumb impression

DECLARATION OF THE WITNESS

The contents of this Agreements have been read out, explained and interpreted in the language as desired by the Borrower(s) and the same is understood by the Borrower(s).

I/We hereby confirm that the contents of this Agreement have read out, explained and interpreted to Mr./Ms._____

_____ (**“Borrower(s)”**) in the language as desired and understood by the Borrower(s) in my presence.

Place:

Date:

Name & Address of the Witness

Signature of the Witness

Note: Witness should not be our Bank Official.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year first hereinabove written.

SIGNED AND DELIVERED BY
Signatures

<input type="checkbox"/>	<p>Individual:</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>the Borrower within-named</p>	
<input type="checkbox"/>	<p>Sole Proprietorship Firm:</p> <p>Mr./Ms. _____</p> <p>Sole Proprietor / Proprietress of M/s. _____ the Borrower within-named both in their individual capacity and as partners of the firm</p>	
<input type="checkbox"/>	<p>Partnership Firm:</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>All partners of M/s. _____ the Borrower within-named both in their individual capacity and as partners of the firm.</p>	
<input type="checkbox"/>	<p>Company:</p> <p>The common Seal of _____ Pvt. Ltd. the Borrower within named has been affixed hereunto in the presence of:</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>Directors/ _____ of the Borrower in pursuance of the Board Resolution dated _____ and they have signed below the Seal to confirm that the Seal was affixed in their presence.</p>	
<input type="checkbox"/>	<p>Limited Liability Partnership:</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>All partners of M/s. _____ the Borrower within-named both in their individual capacity and as partners of the firm.</p>	
<input type="checkbox"/>	<p>Association of Persons:</p> <p>Mr./Ms. _____</p> <p>Mr./Ms. _____</p> <p>All members of the AOP namely _____ the Borrower within-named</p>	

SIGNED AND DELIVERED BY

RBL BANK LIMITED

Shri / Smt _____ Shri / Smt _____

(Authorized Signatories)

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