

Dual Credit Facilities Against Property Documentation

Note:

This legal documentation is devised for specific Retail Banking Dual Credit Facilities (Term Loan/ Overdraft) against Property Product where Borrower is one or more of the following entities singly or jointly:

- (a) Individual,
- (b) Proprietary firm,
- (c) Partnership firm,
- (d) Company.

This legal documentation is further to Sanction Letter.
This legal documentation is not to be used for any other product.

[Stamp as agreement]

Facility Agreement

THIS AGREEMENT is made at place _____ this _____ day of _____ Two Thousand _____

BY

The Borrower, being one or more entities details whereof who have set their respective hands hereunto at the end of this agreement, which expression shall include for each such entity and such entities, when more than one, being each one of them and having assumed liability hereunder jointly and severally:

- when an individual, such individual's legal heirs, executors, administrators, successors and permitted assigns;
- when a proprietary firm, its proprietor;
- when a partnership firm its partners or the partners for the time being, the survivor of them together with the heirs, executors and administrators of the non- surviving partners; and
- when a company, its successors and permitted assigns.

IN FAVOUR OF:

RBL Bank Limited, a company incorporated under Indian Companies Act, 1913 having its registered office at Shahupuri, Kolhapur- 416 001 (hereinafter referred to as "**Bank**" which expression shall include its successors and assigns).

IN CONSIDERATION OF THE BANK having granted or agreed to grant to the Borrower certain credit facilities, the Borrower hereby agrees with and confirms and declares to the Bank as follows:-

1. DEFINITIONS

Additional Interest means additional interest payable by the Borrower when any amount due is not paid by the Borrower or any Event of Default has occurred.

Agreement means this agreement and annexure to it and will include Sanction Letter(s) including amendment(s) thereto.

Bank shall include one or more branches of the Bank.

Credit Facilities means dual credit facilities i.e. two credit facilities Credit Facility- 1 and Credit Facility- 2, either of which being a Term Loan or Overdraft granted or agreed to be granted by the Bank to the Borrower as spelt out in the Sanction Letter.

Credit Facilities Documents includes Sanction Letter(s), this Agreement and Security Documents including supplements, modifications, amendments to each of these and any further communication between the Borrower and the Bank as also any further document made or tendered by the Borrower to or in favour of the Bank.

Defaulter List means any list published by the Reserve Bank of India ("**RBI**"), Credit Information Bureau (India) Limited ("**CIBIL**") or by any other Credit Information Company ("**CIC**") or by any other authority under law or authority indicating default, wilful default, irregularity or violation of any kind.

EMI, means, in relation to a Term Loan, equated monthly installment amount which comprises of principal and interest to be paid monthly by the Borrower towards repayment of the Term Loan.

Guarantor means a person who has agreed to guarantee repayment of Credit Facility/ ies.

Key Managerial Personnel shall have the same meaning as ascribed to it under The Companies Act, 2013

(Borrower Signature)

(Co-borrower(s) Signature)

Interest means, interest payable by the Borrower to the Bank on amounts outstanding under Credit Facility/ ies.

Law includes law, regulation and any order, sanction, limitation or restriction imposed by any authority or under any contract or under the Borrower's constitution to which the Borrower is a subject.

Marginal Cost of Funds based Lending Rate (MCLR) means the rate as such as determined and published by the Bank from time to time.

Material Adverse Change means any change occurred or anticipated in future in the condition, financial or otherwise, prospect or operations of the Borrower or Guarantor which may, in the sole opinion of the Bank adversely affect repayment of Credit Facility/ ies.

Obligor means Borrower and will include Guarantor and Security Provider.

Overdraft means a running account where overdrawing is allowed.

Prepayment means repayment to the Bank of any amount under the Credit Facility/ ies ahead of its due date.

Property means the property against which or on the basis of security over which (by way of mortgage or otherwise) Credit Facility/ ies is/ are granted or agreed to be granted by the Bank.

Sanction Letter means one or more letter(s) issued by the Bank and addressed to the Borrower stating principal terms and conditions of Credit Facility/ ies.

Security means mortgage and will include guarantee, standby letter of credit and letter of comfort

Security Documents means documents required by the Bank in the form and content and in the manner as desired by the Bank to create Security.

Security Provider means a person who is required to provide security to secure the Facility in terms of the Facility Letter.

Sick shall mean "sick industrial company" as defined under The Sick Industrial Companies (Special Provisions) Act, 1985 or any other similar legislation in force.

Term means period of time over which a Term Loan is repayable.

Term Loan means a amortizing loan payable over its Term.

2. INTERPRETATION

2.1 In this Agreement, singular shall include plural and vice versa.

2.2 Words importing a particular gender shall include all gender.

2.3 Any expressions not defined herein, if defined within the General Clauses Act, 1897, shall carry the same meaning as assigned to it under the said Act.

2.4 The headings herein are for convenience only and shall not affect interpretation, except to the extent that the context otherwise requires.

2.5 Unless mentioned otherwise, any reference to article, clause or Annexure shall be deemed to be a reference to an article, clause or annexure to this Agreement.

2.6 Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.

2.7 The arrangement of clauses in this Agreement shall have no bearing on their interpretation.

2.8 The words "herein", "hereto" and "hereunder" refer to this Agreement as a whole and not to the particular section in which such word may be used;

2.9 All references to agreements, documents or other instruments include a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;

2.10 The words "other" or otherwise and "whatsoever" shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to;

2.11 All references to "month" shall mean English calendar month. All references to a quarter shall mean a period of three months commencing on 1st January, 1st April, 1st July and 1st October.

2.12 All references to approval, consent, permission, authorization, concurrence, satisfaction, waiver etc. of the Bank shall be valid only if given in writing and before any action or omission that is stipulated to have it.

3 REPRESENTATION AND WARRANTIES

The Borrower represents and warrants as follows:

3.1 The Borrower is legally competent to contract/ lawfully constituted and existing with good standing and operating in keeping with the Law.

3.2 The Borrower has taken all necessary actions and obtained all necessary permissions, consents, approvals etc as required under Law for entering into and perform under this agreement and for availing of the Credit Facility/ ies.

3.3 Each person executing this agreement is duly authorized by the Borrower to execute this agreement so as to bind the Borrower.

3.4 Neither the execution and delivery by the Borrower of this agreement nor the performance of the Borrower hereunder shall result in any breach of Law or any covenant made or undertaking given by the Borrower under an agreement or arrangement with any person other than the Bank.

3.5 Neither the name of any of the Obligor nor of any of such Obligor's directors and Key Managerial Personnel when the Obligor is a company or partners when the Obligor is a partnership firm appears in the Defaulter List.

3.6 None of the following is in default or violation or breach of or under any Law or contract-
-Obligor;
-Obligor's/ s' Directors and Key Managerial Personnel when the Obligor is a company; or
-Obligor's partners when the Obligor is a partnership firm.

3.7 None of the Obligors, when a company, is Sick.

3.8 Each Obligor is of good financial standing in a position to meet its on-going obligations.

3.9 No Obligor has-
-filed a petition or application or initiated any action before any court, tribunal or authority for insolvency, bankruptcy, compromise, arrangement, registration as Sick; and
-been served with (or threatened with) a notice of insolvency or bankruptcy.

3.10 No petition or application has been filed or action initiated by any person towards any of the Obligor's insolvency or bankruptcy or for declaration or registration as Sick or equivalent of any Obligor.

4. CREDIT FACILITYIES

4.1 Relying on the Representations and Warranties as above made by the Borrower, the Bank has granted or is agreeable to grant to the Borrower the Credit Facilities in terms of the Sanction Letter annexed hereto subject to further terms as set out in the Credit Facilities Documents.

4.2 The Bank shall always have a right to amend any of the terms and conditions of the Credit Facilities, realign individual facility under the Credit Facilities within the overall limit, not to extend the Credit Facilities and discontinue the Credit Facilities when extended and recover all amounts due from the Borrower under the Credit Facilities at any time without assigning any reason.

4.3 The Borrower shall avail of and utilize each Credit Facility/ ies in terms of the Credit Facilities Documents for the purpose it is granted and in a manner as envisaged under the Credit Facilities Documents.

4.4 Credit Facility/ ies is/ are granted subject to the Borrower's agreeing to repay to the Bank when due all amounts including but not limited to the principal, interest, default interest, commission, discount, charges, fees and costs including the same stated in the Credit Facility/ ies Documents and the Bank shall have right to recover the same from and to the debit of the Borrower's account with the Bank.

4.5 All amounts outstanding and payable by the Borrower to the Bank under the Credit Facility/ ies shall attract interest at the rate as stated in the Credit Facilities Documents as may be changed from time to time at the sole discretion of the Bank.

4.6 Interest will accrue on all amounts outstanding under the Borrower's Credit Facility/ ies at the rate at stated in the Facility Documents computed on daily balance basis taking an year to be of 365 days compounded at monthly rests and would be charged to the Borrower's account upon such accrual in case of Overdraft being the Credit Facility and would be included in the EMI together with the principal repayable in case of Term Loan being the Credit Facility.

4.6 Additional Interest will be payable by the Borrower-

(a) on the amount in default under Credit Facility/ ies i.e. an amount not paid to the Bank when due and payable by the Borrower under Credit Facility/ ies; and.

(b) on the entire outstanding under the Credit Facilities when an Event of Default other than (a) above has occurred.

4.7 The Borrower shall pay all amounts when due under the Credit Facilities free of any tax, levy, charge (i.e. without any deduction at source) or without any set off.

4.8 If the Bank is required to pay any tax or levy on interest, commission or any other income in relation to the Credit Facilities, the Borrower shall bear such further amount and the Bank shall be entitled to recover it from the Borrower to the debit of the Borrower's account of the Bank or otherwise.

4.9 The Borrower shall bear the stamp duty, registration, legal fees or any other costs involved in the preparation, engrossment and enforcement of the Credit Facilities Documents and stamping and the Bank shall be entitled to recover it from the Borrower to the debit of the Borrower's account of the Bank or otherwise.

4.10 The Bank shall have a right to appropriate the monies received towards repayment of amounts outstanding under the Credit Facilities to any one or more facility at its discretion.

4.11 Security to secure or guarantee to guarantee one of the Credit Facilities shall be automatically be available as security or guarantee respectively for all other Credit Facilities.

5. BORROWER'S COVENANTS

In consideration of the Bank having granted or agreed to grant the Credit Facilities, the Borrower covenants and undertakes that until all amounts under the Credit Facilities (including principal, interest, commission, discount, charges, fees and costs) are repaid by the Borrower to the Bank, the Borrower shall-

- 5.1 Maintain its good standing, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals, licenses and consents required to enable it to lawfully carry on its business.
- 5.2 Inform to the Bank, upon any of the Obligors inability to pay any amount when due to any person or fulfill an obligation under any contract.
- 5.3 Inform to the Bank, upon any of the Obligors filing for or moving a court or tribunal for its insolvency, bankruptcy, and winding up, arrangement with creditors.
- 5.4 Inform to the Bank, upon it's coming to knowledge of a material litigation, arbitration or other proceeding being instituted or threatened against any Obligor or in which any of the Obligors is arrayed.
- 5.5 Inform to the Bank, upon it's coming to knowledge, any occurrence or event which may affect the Obligor's ability to discharge its obligations under the Facility Documents.
- 5.6 Inform to the Bank, upon occurrence of an Event of Default.
- 5.7 Deliver to the Bank such further documents and information as may be required by the Bank.
- 5.8 Not declare or pay, without prior consent of the Bank, dividends if any Event of Default has occurred and continuing.
- 5.9 Not initiate or conclude, without prior consent of the Bank, any amalgamation, merger or consolidation.
- 5.10 Not effect any material change to its shareholding or business.

6 BORROWERS COVENANTS AND UNDERTAKINGS AS REQUIRED BY RBI

The Borrower expressly agrees to the following as required by the Reserve Bank of India.

- 6.1 The Borrower, when a company, shall not have on its Board of Directors, a person whose name appears in the list of Wilful Defaulters published by the Reserve Bank of India.
- 6.2 The Bank shall have a right to mandate the Borrower's Auditors to undertake and carry out any audit or scrutiny for certification on diversion or siphoning of funds under the Facility.
- 6.3 The Bank shall have a right to exchange information about the Obligors or the Credit Facility/ ies with other lenders of the Borrower under multiple banking or consortium arrangement.

7. EVENTS OF DEFAULT

Occurrence of any one or more of the following, in the sole determination of the Bank, shall constitute Event of Default

- 7.1 Any of the Obligor's failure to pay an amount when due to the Bank or to any other person;
- 7.2 Any of the Obligor's failure to meet with an obligation under or arising out of Law or any contract;

7.3 Any of the Representations or Warranties made by the Borrower hereinabove or information provided by the Borrower while requesting for the Facility being or becoming incorrect or untrue;

7.4 If the Borrower suspends its business operations or the Borrower's business operations being interrupted or stopped or considerably affected for any reason other than the Act of God;

7.5 If the Borrower, without prior consent of the Bank-
-makes a material change into to its line of business; or
-materially amends or alters its constitution documents (such as Memorandum of Association and Articles of Association in case Borrower is a company and Partnership Deed when the Borrower is a partnership firm); or
-allows material change to its ownership or of the Key Managerial Persons.

7.6 The Borrower's failure to observe any of the terms and conditions of the Credit Facilities Documents.

7.7 If there exist any other circumstances jeopardizes the Bank's interests.

7.8 Upon occurrence of an Event of Default, the Bank shall have a right to-
-apply Additional Interest on the amounts outstanding under the Credit Facility/ ies;
-withdraw and recall the Facility/ ies;
-declare amounts outstanding under the Credit Facility/ ies as due and payable by the Borrower;
-set off any amount belonging to an Obligor coming in the hands of the Bank towards the amounts outstanding under the Credit Facility/ ies; and
-initiate such other steps as may be considered appropriate by the Bank.

7.9 The Bank's decision on occurrence of such event shall be final and binding on the Borrower.

8. MISCELLENEOUS

8.1 This agreement has to be read as a whole without having bearing on the arrangement of clause herein.

8.2 In this agreement singular would include plural and vice versa.

8.3 Any forbearance or delay on the part of the Bank to insist upon the performance of any terms and conditions of Credit Facilities Documents or to exercise any right or privilege thereby conferred or to demand any penalties resulting from any breach of any of the terms or conditions thereof shall not be construed as a waiver on the part of the Bank of any of the terms or conditions therein or of any of its rights or privileges and all original rights and powers of the Bank under this agreement will remain in full force, notwithstanding any such forbearance or delay.

8.4 It is expressly understood and agreed that the Bank shall have a right to appoint any entity for the supervision, monitoring, audit, inspection, valuation of the Borrower's business and to disclose to such entity the information about the Obligors and the Credit Facilities as the Bank may considered appropriate and such disclosure shall not amount to breach of customer confidentiality and furthermore the Borrower shall provide to such an entity all the cooperation in caring out its work.

8.5 It is expressly understood and agreed that the Bank shall always have a right to assign, transfer, sell, novate or syndicate the Credit Facilities in part or full, with or without the underlying security and guarantee and the Obligors shall extend their fullest cooperation and execute, arrange or procure such other documentation as may be required by the Bank to effect it.

9. GOVERNING LAW AND JURISDICTION

The Credit Facilities Documents shall be governed by Indian law and all disputes arising out of or in connection thereof would be subject to the jurisdiction of courts at the place where the Credit Facilities is granted subject to the Bank's right to initiate proceedings hereunder at any other place of its choice.

In witness of the above, the Borrower has signed and delivered this agreement.

(A) *When Borrower/ Joint Borrower is Individual Person(s)*

Name	S/o, D/o, W/o	Address	Signature

(B) *When Borrower/ Joint Borrower is a Proprietary firm*

For and on Behalf of

Name	S/o, D/o, W/o	Address	Signature

(Sole Proprietor)

(C) *When Borrower/ Joint Borrower is a Partnership firm*

For and on Behalf of

Name of the Partner	Address of the Partner	Signature as individual person	Signature as Partner

(D) When Borrower/ Joint Borrower is a company
For and on Behalf of

Name and the Director	Address of the Director	Signature

Annexure: Copy of the Sanction Letter

Key Fact Statement/ Fact Sheet

	Credit Facility Type→	Credit Facility- 1: Term Loan against property/ Overdraft against property	Credit Facility- 2: Term Loan against property/ Overdraft against property
	Variant:	LAP Dual Tenor: Credit Facility 1 & 2 both would be disbursed on the same date OR LAP Upfront: Credit Facility- 2 will be available after 3 months from the disbursement of Credit Facility- 1	
1	Amount (Limit)	Rs.	Rs.
2	Term		
3	Interest Type (fixed or floating)		
4	(a) Interest Rate (In case of Floating Rate)	MCLR* _____ + _____ % Floating	MCLR* _____ + _____ % Floating
	(b) Interest Rate (In case of Fixed Rate [#])	_____ % p.a. for first 36 months, from 37 th month rate will be MCLR* + _____ % Floating	_____ % p.a. for first 36 months, from 37 th month rate will be MCLR* + _____ % Floating
5	Date of Reset of Interest	Annually or at such periodicity as may be decided by the Bank from time to time	
6	Mode of communication of changes in interest rates	Email/ Letter/ Bank's website	
7	Fee payable		
	a On application	Rs _____ plus applicable taxes	Rs _____ plus applicable taxes
	b During the term of the loan	See table below- Other Charges	
	c On foreclosure		
	d Fee refundable if loan not sanctioned/dispensed	NIL	
	e Conversion charges for switching from floating to fixed interest and vice-versa	2% of the outstanding amount on the date of conversion, plus applicable taxes	
	f Penalty for delayed payments	See table below- Other Charges	
8	EMI payable in case the Credit Facility is Term Loan		
9	Details of Security/ Collateral	Property Owner(s): Mortgage over- <Property Address> <Property Type> <Mortgage Type> <Area in sq. ft. of the property>	
10	Date on which annual outstanding balance statement will be issued	On customer demand	

#The interest rate for the fixed rate period will be computed basis MCLR for 3-year maturity period

**MCLR: Marginal Cost of Funds based Lending Rate means the one year maturity rate or any such maturity rate as determined and published by the Bank from time to time.*

(Borrower Signature)

(Co-borrower(s) Signature)

Other Parameters

Particulars	Credit Facility- 1	Credit Facility- 2
Purpose		
Periodicity of interest compounding	Monthly	
Repayment/ Reduction in limit in case Overdraft being the credit facility	Per schedule below	
Number of EMIs (in case of Term Loan being the credit facility)		
Interest Servicing (in case of Overdraft being the credit facility)	Monthly, immediately on charge	
Limit dropdown frequency (in case of Overdraft being the credit facility)	Quarterly/ Semi-annually	
Validity of this sanction letter	30 days from its date	
Processing Fee Total	Rs _____ plus applicable taxes	
Processing Fee already paid (Non-refundable)	Rs _____	
Balance Processing Fee (To be paid before disbursement)	Rs _____ plus applicable taxes	
Legal and Technical Fees	Rs _____ plus applicable taxes	

(Borrower Signature)

(Co-borrower(s) Signature)

Repayment/ Limit Reduction Schedule for Credit Facility- 1 (when Overdraft)

Month & Year	Opening Limit (Rs)	Repayment/ Reduction (Rs)	Closing Limit (Rs)

(Borrower Signature)

(Co-borrower(s) Signature)

2.5 Other Charges:

Additional Interest in case of default	2% per month on the overdue amount/ EMI/ interest
Late payment charges	Rs 250 per instance
Part Prepayment charges (For Term Loans being Credit Facility)	<u>For Individual Borrowers:</u> NIL <u>For Non Individual Borrowers:</u> Up to 15% (in a financial year) of the disbursed amount: Nil 15% (in a financial year) and more of the loan amount: 2% of the amount prepaid
Full Prepayment charges (Foreclosure charges)	<u>Overdraft:</u> 3% of the limit set for the year <u>Term Loan Fixed Rate:</u> 3% on principal outstanding <u>Term Loan Floating Rate:</u> -For individual borrowers: NIL -For non-individual borrowers: 3% on principal outstanding (Foreclosure not allowed upto 12 (month) from the date of full disbursement)
Commitment Charges (For Overdraft being Credit Facility) when the quarterly average utilization is below 25% of the limit set for the year)	2% on unutilized limit
Limit Reinstatement charges (When Applicable)	0.5% of the revised limit (Once in 5 years)
Limit Reduction charges (customer induced)	1% of the reduction amount
Duplicate No due certificate/ NOC charges	Rs 250 per request
Duplicate statement charges	Rs 250 per request
Interest & Principal certificate charges	Rs 250 per request
Bounce charges	Rs 250 per bounce
CIBIL report charges	Rs 50
Cheque swapping charges	Rs 250 per instance
Stamp Duty/ Franking charges	As per actuals

Note: Interest and charges will be as applicable from time to time.

Taxes as applicable will be charged additionally.

Please refer to our website www.rblbank.com for knowing such applicable interest and charges.

(Borrower Signature)

(Co-borrower(s) Signature)

PROMISSORY NOTE (Loan 1)

Date:

Place:

ON DEMAND, I/We, _____, _____, **“the Borrower**
promises to pay RBL Bank Limited, or order wherever demanded a sum of
Rs. _____/-

(Rupees _____ Only) together
with interest at the compounding rate of _____% per annum with monthly rests or such other rates
which the Bank may specify from time to time. Presentment for payment and noting and protest of the note
are hereby unconditionally waived.

Rs. _____/-

(Rupees _____ Only)

Name of Borrower / Co-Borrower

Signature

Borrower

Sign
across
the
revenue
stamp

Co-Borrower

Sign
across
the
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Co-Borrower

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PROMISSORY NOTE (Loan 2)

Date:

Place:

ON DEMAND, I/We, _____, _____, **“the Borrower**
promises to pay RBL Bank Limited, or order wherever demanded a sum of
Rs. _____/-

(Rupees _____ Only) together
with interest at the compounding rate of _____% per annum with monthly rests or such other rates
which the Bank may specify from time to time. Presentment for payment and noting and protest of the note
are hereby unconditionally waived.

Rs. _____/-

(Rupees _____ Only)

Name of Borrower / Co-Borrower

Signature

Borrower

Sign
across
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Co-Borrower

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LETTER OF CONTINUITY FOR D.P.NOTE

To
RBL Bank Limited
_____ **Branch**

Dear Sir,
I / We refer to the Demand Promissory Note for the Credit Facilities for Rs. _____/- (Rupees
_____ Only)
dated _____DD/MM/YYYY duly signed and delivered by me/us to you, payable on demand, which is
given to you as security for the repayment of any amount(s) now due or which may hereafter be or become due by
me/us to the Bank under the Credit Facilities granted to me/us, at present outstanding together with interest,
discount, commission and other banking charges and all other costs, charges and expenses which may be or
become payable in connection therewith and as also for the repayment of any further amount, which I/We may
avail hereafter from you. I/ We hereby agree, confirm and undertake that:

the said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the
repayment of the ultimate balance or all sums remaining unpaid under the Credit Facilities now or hereafter; and
I/We are to remain liable on the said Demand Promissory Note notwithstanding the fact that by payment made
into the account of the Credit Facilities may from time to time be reduced or extinguished or even that the balance
of the said account/s may be at credit.

Yours faithfully,

(A) When Borrower/ Joint Borrower is Individual Person(s)

Name	Signature
<u>1st/ Main Borrower:</u>	
<u>Joint Borrower:</u>	_____ _____

(B) When Borrower/ Joint Borrower is a Proprietary Firm:

For and behalf of

Name	Signature
<u>1st/ Main Borrower:</u>	
<u>Joint Borrower:</u>	_____ (Sole Proprietor) _____ (Sole Proprietor)

(C) When Borrower/ Joint Borrower is a Partnership Firm:

For and behalf of

Name of the partner	Signature as individual	Signature as partner

(D) When Borrower/ Joint Borrower is a Company:

For and behalf of

Name	Designation	Signature

Place: _____
Dated: DD/MM/YYYY

MEMORANDUM OF DEPOSIT FOR CREATION OF EQUITABLE MORTGAGE

On the _____ day of _____ 20____, Mr./Ms. _____, in the capacity of owner of the immovable property,, residing at _____

_____ (he reinafter referred to as **“Depositor”**, which expression shall include his/ her heirs, executors and permitted assigns as the case may be) attended the office of , **RBL BANK LIMITED**, a company incorporated under the provisions of Indian Companies Act, 1913 and having its Registered Office at Shahupuri, Kolhapur – 416 001 and Administrative office at “MAHAVEER” 179/E, Shri Shahu Maharaj Market Yard, Kolhapur – 416 005, Maharashtra (hereinafter referred to as **“Bank”** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, assigns, holding or subsidiary company, permitted assigns and/or associates) and met Mr./Ms. _____ of the Bank, with an intention to create an equitable mortgage over the property/ies more particularly described in **“Schedule -II”** hereunder (hereinafter referred to as **“Immovable Property/ies”**) to secure the repayment to Bank for the credit facility/ ies granted/ agreed to be granted aggregating to Rs.....and as more particularly described in Schedule III hereunder (hereinafter referred to **“Credit Facilities”**) by the Bank to the Borrower as fully described in Schedule III hereunder (hereinafter referred to as **“Borrower”**)

1. Depositor made deposit of the documents of title, evidences, deeds and writings , as more particularly described in Schedule I hereunder (hereinafter referred to as the **“Title Deeds”**) with an intent to create an equitable mortgage by deposit of Title Deeds **on the Immovable Property/ies together** with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future, for securing the due repayment, discharge and redemption by the Borrower to Bank for the credit facility/ ies sanctioned by Bank to the Borrower together with all interest, liquidated damages, costs, charges, expenses, guarantee commission and other monies, payable under its facility agreement / letter of sanction / memorandum of terms and conditions.
2. Whilst depositing the said Title Deeds/giving such oral consent, the Depositor, stated that he/she has deposited the Title Deeds in his /her capacity as owner of the Immovable Property/ies with intent to create the security by way of an equitable mortgage on the Immovable Property/ ies as aforesaid to secure the credit facility/ ies as aforesaid and was duly authorized to give the aforesaid oral consent and make deposit of the title deeds as aforesaid.
3. Depositor has further stated that as long as any amount is outstanding under the said credit facility/ ies the Depositor shall not create any further charge on the said Immovable Property/ies and that the said Immovable Property/ies shall be a continuing security until such time all amounts due and payable by the aforesaid Borrower under the said credit facilities are finally fully paid and received by the Bank and notwithstanding the outstanding balance under the Borrower’s said credit facility/ ies at any point of time in between becoming zero or coming into credit.

SCHEDULE-I: LIST OF TITLE DEEDS

SCHEDULE-II: DESCRIPTION OF IMMOVABLE PROPERTY/IES

SCHEDULE-III: DESCRIPTION OF CREDIT FACILITY/ IES

Name of the Borrower:

Address of the Borrower:

CREDIT FACILITY- 1

Sanction letter date :

Sanction letter number :

Sanctioned Amount :

Loan Agreement No. :

CREDIT FACILITY- 2

Sanction letter date :

Sanction letter number :

Sanctioned Amount :

Loan Agreement No. :

Signature of Bank's Officer

_____X

Date:

Place:

DECLARATION

I / We

(i) Mr./Ms. _____, S/o, D/o, W/o. _____ residing at _____

(ii) Mr./Ms. _____, S/o, D/o, W/o. _____ residing at _____

(iii) Mr./Ms. _____, S/o, D/o, W/o. _____ residing at _____

in my capacity as the owner of or as a person duly authorized by the owner of the immovable property/ies as more particularly described under Schedule-1 do hereby solemnly declare, confirm and re-confirm and say as follows:

1. That save and except for the aforesaid owner, no other person or persons have any shares, right, title, or interest of any nature whatsoever in the immovable property/ies as more particularly described in the **Schedule-I** hereunder attached (hereinafter referred to as the "**said Immovable Property/ies**").

2. That the Borrower as more particularly described in in the Schedule- 3 hereunder has availed/ has been granted/ sanctioned credit facility/ ies aggregating to Rs. _____ fully described in the Schedule-3 hereunder by RBL BANK LIMITED, a company incorporated under the provisions of Indian Companies Act, 1913 and having its Registered Office at Shahupuri, Kolhapur – 416 001 and Administrative office at "MAHAVEER" 179/E, Shri Shahu Maharaj Market Yard, Kolhapur – 416 005, Maharashtra (hereinafter referred to as "Bank").

3. That I / we have handed over / deposited the title deeds more particularly described in the schedule -2 hereunder written ("Title Deeds") relating to the said Immovable Properties with the Bank on ___ day ___, with intent to create an equitable mortgage by deposit of Title Deeds over or upon the said Immovable Property/ies to secure due repayment to the Bank of all principal amounts, interest, costs, expenses and outstandings due or to become due to the Bank at any time from the Borrower under the Credit Facilities granted or to be granted by the Bank..

4. That the said Title Deeds are the only documents of title pertaining to the said Immovable Properties. In the event I / we am/are made aware of any other document of title in the future, I /we shall forthwith deposit the same with the Bank.

5. That I/we shall/cause the Borrower to duly and faithfully observe and fulfill all the terms and conditions set out in the loan agreements are more particularly described in the Schedule- 3 hereunder in relation to the aforesaid credit facility/ ies granted by the Bank to the Borrower and shall always observe and comply with the rules and regulations framed by the Bank from time to time.

6. The aforesaid credit facility/ ies have/ has been granted to the Borrower at my/ our request and the Bank shall be entitled to vary, modify any terms or conditions thereof or release any other security or provide further financial assistances without my/ our further approval.

7. That I/We have observed and performed and will duly observe and perform all the rules, regulations, terms, conditions and covenants subject to which the said Immovable Property/ies has been purchased/acquired/held by me/us which are so required to be observed, performed, complied with by me/us.

8. That there is no prohibitory order either from the Income Tax Authority or from any Revenue Authority for transfer of the said Immovable Property/ies nor there is any litigation pending in any Court in respect of the said Immovable Property/ies.

9. That the owner of the said Immovable Property/ies has fully discharged all its/ their liabilities towards Income Tax and Sales Tax and all other taxes payable in respect of the said Immovable Property/ies.

10. That the owner of the said Immovable Property/ies has good right, full power and absolute authority to mortgage the said Immovable Property/ies by the deposit of the Title Deeds to any person and that neither the said owner nor anyone on behalf of the said owner has committed/omitted to do any act, deed, matter or thing whereby the said deposit of the said Title Deeds and the said mortgage can be adversely effected.

11. That owner of the said Immovable Property/ ies has not in any way encumbered or agreed to encumber either by way of mortgage, charge, lien (including negative lien), trust, sale, pledge or otherwise alienate howsoever its/their share, right, title and interest in the said Immovable Property/ies and the owner's title to the said Immoveable Property/ies is marketable.

12. That there is no litigation pending in any Court in respect of the said Immovable Property/ies nor there is any lis pendens registered nor there is any attachment either before or after the judgment in respect of the same.

13. That no other person is in custody, possession, occupation of the said Immovable Property/ies and that no other person is entitled to claim any right, title or interest or whatsoever nature either by way of tenancy, sub-tenancy, licence, sub-licence, care-taker or in any other manner or any occupational right or interest in the said Immovable Property/ies.

14. That the owner of the said Immovable Property/ ies has / have been paying all rents, royalties including provident fund, gratuity fund, employees Provident fund dues, income tax, sales tax, Corporation taxes and other taxes and revenues payable to the respective Government and Authorities or to any Local Authority and at present there are no arrears, taxes, rents, royalties, revenues and there are no attachments, warrants, written notices that have been served on any of the said owner in respect of such tax, that will have a bearing on the attachments and / or sale or mortgage of the said Immovable Property/ ies.

15. That the owner of the said Immovable Property/ ies is the absolute owner of the said Immovable Property/ies and that have/ has clear and marketable title thereto and there is no mortgage, charge, lien or other encumbrance or attachment on the said Immovable Property/ies or any part or parts thereof in favour of any Government or the Income-tax Department, or any other Government Department, or any person, firm or company, body corporate or society or entity whatsoever and that the Borrower has not entered into any agreement for sale, transfer or alienation thereof or any part or parts thereof and that no such mortgage, charge or lien or other encumbrance whatsoever will be created or attachment allowed to be levied on the above referred Immovable Property/ies or any part or parts thereof in favour of or on behalf of any Government or Government Department or any person, firm, company body corporate or society or entity whatsoever.

16. That no proceedings for recovery of taxes are pending against the Borrower under the Income-tax Act or any other law in force for the time being and that no notice has been issued and/or served on the owner under Rules 2, 16 and 51 or any other Rules of the Second Schedule to the Income-tax Act, 1961, or under any other law.

17. I/We are not aware of any document/judgment or legal process of latent/patent defect in my/our title to the said Immovable Property/ies which may prejudicially affect the interest of the Bank .

18. That I/We hereby declare and undertake and confirm that the Bank shall be entitled to utilize the information furnished by me/us in such manner as they deem fit or necessary, including making of any disclosures to any regulatory authority or any other person; this declaration shall continue to remain valid, binding and in full force and effect during the subsistence of the loan agreement and the other transaction documents and till the Credit Facilities and all monies in respect thereof are paid off in full to the satisfaction of the Bank

19. That on the basis of the aforesaid statement and assurances made by me / us, the Bank has agreed to grant/ granted the Credit Facilities and I / we hereby agree to indemnify and keep indemnified the Bank and its assigns and all against all actions, suits, costs, charges, expenses, proceedings and damages and that may be suffered and / or incurred by the Bank, if any of the statement made hereinabove are to be untrue and / or false.

20. I / We hereby state that whatever statements made hereinabove are true to my own knowledge, information and behalf and have been made on my own free will and I / we believe the same to be true.

IN WITNESS WHEREOF I / we, have executed these presents on the day and year
As mentioned below.

SCHEDULE-I: LIST OF TITLE DEEDS

SCHEDULE-II: DESCRIPTION OF IMMOVABLE PROPERTY/IES

SCHEDULE-III: DESCRIPTION OF CREDIT FACILITY/ IES	
Name of the Borrower:	
Address of the Borrower:	
<u>CREDIT FACILITY- 1</u>	<u>CREDIT FACILITY- 2</u>
. Sanction letter date :	Sanction letter date :
. Sanction letter number :	. Sanction letter number :
. Sanctioned Amount :	. Sanctioned Amount :
. Loan Agreement No. :	. Loan Agreement No. :

(Signature of Mr. _____ as _____ of _____) X

(Signature of Mr. _____ as _____ of _____) X

(Signature of Mr. _____ as _____ of _____) X

Place:

Date:

(to be notarized) Before Me

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME, I/WE
_____ (hereinafter referred to
as “**me/us/the Mortgagor**”)

SEND GREETINGS:

WHEREAS I/We am/are the owner/s of the immovable property/ies described in the Schedule annexed to the Facility Agreement dated _____ (hereinafter referred to as the “**Immovable Property/ies**”);

AND WHEREAS by and under the Facility Agreement dated _____, made between me / us/ [_____] (herein after called “**the Borrower**”) and RBL BANK LIMITED, a company incorporated under the provisions of Indian Companies Act, 1913 and having its Registered Office at Shahupuri, Kolhapur – 416 001 and Administrative office at “MAHAVEER” 179/E, Shri Shahu Maharaj Market Yard, Kolhapur – 416 005, Maharashtra, and having its branch office at the address mentioned in the Schedule to the Facility Agreement (hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, assigns, holding or subsidiary company/ies) (hereinafter referred to as the “**Facility Agreement**”), the Bank has agreed to grant or granted term loan/overdraft facilities to me/us/the Borrower upto a maximum principal amount of Rs. _____ (Rupees _____ only) by way of a

term loan/overdraft facility under the Facility Agreement (hereinafter called the “**Facility**”);

AND WHEREAS one of the conditions for sanction of the Facility and for securing the due repayment by me/us/Borrower of the Facility, Interest, fees, charges, costs and other expenses and all other amounts payable by me/us/Borrower to Bank, I / We have agreed to create / created a first and exclusive mortgage in favour of the Bank over the Immovable Property/ies by way of simple mortgage/an equitable mortgage by deposit of title deeds;

AND WHEREAS I / We have agreed to execute this unconditional and irrevocable Power of Attorney in favour of the Bank authorizing Bank to do certain acts, deeds, matters and things in relation to the Immovable Property/ies in the manner hereinafter appearing;

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH, that I / We, do hereby nominate, constitute and appoint the Bank acting through any of its officers, employees, agents, nominees (herein after called the said “**Attorneys**”) as my / our true and lawful attorney for me / us in my/our name and on my / our behalf and at my / our cost and risk to do, execute, and perform all or any of the following acts, deeds, matters, and things, that is to say:

1. To make, execute, sign, seal and deliver and cause to be registered in favour of the Bank at my / our cost and expense (inclusive of all stamp duties, registration charges, fees and taxes) in all respects:

- a) A simple and / or equitable or any other form or type of mortgage in respect of the Immovable Property/ ies, as a security for the Facility together with interest/commission, further interest by way of liquidated damages, commitment charge, costs, charges and expenses and all other moneys payable by me/us/the Borrower to the Bank in respect of the said Facility, with all covenants, conditions, declarations, agreements, provisions and stipulations as in the absolute discretion of the Bank may be deemed necessary or expedient and in the form acceptable to Bank.
- b) All such other deeds and documents as also the requisite particulars required to be filed with any authority as may be necessary.

2. To apply for and obtain the necessary certificate/s and permissions under Section 281(1) of the Income Tax Act, 1961 or any other applicable law and/or any other certificate that may be necessary and all other deeds and documents and for the purpose of the simple and / or equitable or any other form or type of mortgage, to appear for and on behalf of me / us before the concerned authorities and pay and discharge all liabilities, if any, and reimburse all such sums so paid or debit such amounts to my / our account carrying interest at stipulated rates.

3. AND I / WE DO HEREBY DECLARE that this Power of Attorney shall be irrevocable till all the dues of the Bank in respect of the Facility including the principal amount thereof together with Interest, Additional Interest, costs, charges and expenses and all other monies due and payable thereon are fully and finally repaid to the Bank and the same shall be binding on my/our legal heirs, executors, administrators and assigns.

4. To sign and file any applications, statements, declarations and other papers as may be required under the provisions of any law and in particular, to apply for and obtain necessary permission or consent as may be necessary for creation of the said simple and / or equitable or any other form or type of mortgage and all deeds and documents for the purpose of creating an effective security in favour of the Bank and for the above purpose to appoint any nominee / agent to appear for and on my /our behalf before the State Government and/or other authorities and to incur on my /our behalf all costs, charges and expenses in that behalf as also to engage any solicitor, advocate, architect, valuer or other person

concerned for the purpose and to reimburse any such sums as may have been paid in that behalf and claim or debit the said amount to my /our account carrying interest at the 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 deed/s and document/s, executed by virtue of these presents and also to admit execution thereof and to do or cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities as well as the Registrar of Companies or otherwise howsoever.

6. To enforce security in terms of the Deed of Simple Mortgage or Memorandum of Deposit of Title Deeds including taking possession of the Immovable Property/ies and for the said purpose, to do all such acts, deeds, matters and things as may be necessary.

7. AND GENERALLY to do or cause to be done every other act, deed, matter or thing which the Bank may deem necessary or expedient for the purpose of or in relation to these presents as well as for the effectual creation of the said simple and / or equitable or any other form or type of mortgage and all other deeds and documents in favour of the Bank, as fully and effectual as if I / We was / were present and had done, executed and performed the same myself / ourselves. Further, to delegate to the substitute attorney or attorneys so nominated or appointed by me/us, all or any or some of the powers, authorities hereby conferred on the Bank as my/our Attorney and to revoke any such nomination or appointment and to nominate and to appoint another or others in his/their place, provided that such nomination and appointment shall not divest any of the powers granted under this Power of Attorney to the Bank and provided further that the power to nominate or appoint substitute under this paragraph shall not be exercisable further by any such substitute or substitutes.

8. And I / We hereby agree, ratify and confirm, all that the Bank may, as such Attorney, lawfully do or cause to be done in relation to and by virtue of these presents.

9. I / We do hereby agree that all or any of the powers hereby conferred upon the said Attorney (Bank) may be exercised by any officer or officers of the said Attorney nominated in writing by the Bank / any other constituted attorney of the Bank specifically authorized in that behalf.

10. I/We hereby further declare that this Power of Attorney is granted to the Attorney for consideration and is coupled with interest and for that purpose and extent it shall be governed by Section 202 of the Indian Contract Act, 1872. The Attorney shall be entitled to exercise all or any of the powers hereby conferred at any time and it shall not be determined by death, insolvency, bankruptcy, dissolution, insanity of any or all of us.

IN WITNESS WHEREOF, I / We have executed these presents on this _____ day of _____ .

SIGNED AND DELIVERED by the within named Mortgagor(s)

Mr./ Ms. _____

in the presence of Mr. _____

and Mr. _____

TO BE NOTARISED