

DEED OF HYPOTHECATION BY BORROWER

This **DEED OF HYPOTHECATION** (this “**Deed**”) is executed at the place and on the date as mentioned in Schedule I hereto:

BY

The Borrower as mentioned in Schedule I hereto (hereinafter referred to as the “**Borrower**”).

IN FAVOUR OF

DCB Bank Limited, a Banking Company incorporated under the Companies Act, 1956 (CIN: L99999MH1995PLC089008) and deemed to exist within the meaning of Companies Act, 2013, having its Registered Office at 601 and 602, Peninsula Business Park, 6th Floor, Tower A, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 and a branch / office amongst other place as mentioned in the Schedule I hereto (hereinafter referred to as the “**Bank**”, which expression shall, unless repugnant to the subject or context thereof, be deemed to include its successors and / or assigns).

The Borrower and the Bank are collectively referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. At the request of the Borrower, the Bank has sanctioned/agreed to grant/continue to grant/granted credit facilities upto the maximum principal amount as mentioned in Schedule I hereto (hereinafter referred to as “**Facility/ies**” which expression shall, unless it be repugnant to the subject or context thereof, include all its sub-limit, as granted from time to time), on the terms and conditions contained herein, Sanction Letter, Loan Agreement, Master General Terms Agreement and other Facility Documents.
- B. One of the condition of the Bank agreeing to sanction/grant/continue to grant the Facility to the Borrower is that the Borrower shall secure the Secured Obligations (as defined below) by creating a security over the Secured Assets (as defined below) in favour of the Bank in the manner set out in this Deed.
- C. In view of the above, the Borrower has agreed to execute this Deed in favour of the Bank on the terms and in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AS UNDER:

1. INTERPRETATION

- 1.1 The Schedules to this Deed shall be considered an integral part of this Deed.
- 1.2 In this Deed:
 - 1.2.1 Words denoting the singular shall include the plural and vice versa;
 - 1.2.2 Words denoting one particular gender shall include all other genders;
 - 1.2.3 Unless the context otherwise requires references to clauses or schedules are to clauses or schedules of this Deed;
 - 1.2.4 Headings are inserted for convenience only and shall be ignored in construing this Deed;
 - 1.2.5 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted or consolidated (from time to time) and all statutory instruments or orders (including delegated legislation whether by way of rules, notifications, bye-laws and guidelines).
 - 1.2.6 The capitalized words/terms used but not defined in this Deed shall have the same meaning as assigned to them under the master general terms agreement as mentioned in the **Schedule I** hereto (hereinafter referred to as the “**Master General Terms Agreement**”, which term shall also include all the supplements, amendments, modifications and variations thereto from time to time), Loan Agreement and the sanction letter as mentioned in the **Schedule I** hereto (hereinafter referred to as the “**Sanction Letter**”, which term shall include all the supplements, amendments, modifications, and variations thereto

from time to time and shall also include all the subsequent sanction letters issued by the Bank from time to time).

2. COVENANT TO PAY

In consideration of the Facility Documents and the Bank having sanctioned/agreed to grant/continue to grant/granted the Facility to the Borrower, the Borrower covenants and agrees to pay / repay to the Bank all amounts along with interest, default interest, interest tax, additional interest, further interest, liquidated damages, commitment and other charges / fees, premia on prepayment, indemnification payments, fees, financing charges, costs, and all legal and other charges, payable to the Bank and expenses relating thereto or incidental to the Facility and the security created by this Deed (collectively hereinafter referred to as the “**Secured Obligations**”) in accordance with the terms and conditions contained in the Facility Documents and this Deed.

3. CHARGE

For the consideration aforesaid and as continuing security for the performance of the Secured Obligations, the Borrower, as legal and beneficial owner of the assets set out in the **Schedule II** hereto (“**Secured Assets**”) hypothecates and charges the Secured Assets in the ranking and priority as mentioned in **Schedule I** hereto, in favour of the Bank.

4. COVENANTS

- 4.1 So long as the Secured Obligations or any part thereof remains unpaid, the Borrower shall not, deal with or dispose of any interest in the Secured Assets or part thereof in a manner prejudicial to the interests of the Bank.
- 4.2 (a) The Borrower shall at its own expense keep the said hypothecated assets in marketable and good condition and insure the same in the joint names of the Borrower and the Bank as provided in the Loan Agreement and other Facility Documents against any loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk and such other risks as the Bank shall from time to time require, with an insurance company or companies. The Borrower shall deliver to the Bank the relevant policies of insurance duly assigned to the Bank and maintain such insurance throughout the continuance of the security of these presents and deliver to the Bank renewal receipts thereof and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In default the Bank may (but shall not be bound to) keep in good condition and render marketable the said hypothecated assets and take out / renew such insurance. Any premium paid by the Bank and any costs, charges, and expenses incurred by the Bank shall within 30 days of receipt of notice of demand from the Bank be reimbursed to the Bank together with interest thereon at the applicable rates for normal loan on the date of the Loan Agreement computed from the date of payment and until such reimbursement by the Borrower the same shall be debited to the Borrower’s loan account / account held with the Bank and be a charge on the said hypothecated assets.
- (b) In relation to such insurances as are required to be maintained pursuant to sub-clause (a) above, the Borrower shall make punctual payment of all premia to be paid in relation to such insurances, and shall not do or suffer/cause/permit to be done any act which may invalidate such insurance.
- (c) In the event the Borrower becomes entitled to make any claims under the above insurances, the Borrower undertakes to promptly make a claim under such insurances, and apply all monies received either in reinstatement of the Secured Assets insured or towards repayment of the Secured Obligations.
- (d) If the Borrower fails to insure and / or keep insured any of the Secured Assets, the Bank shall, without prejudice to its rights and liabilities under this Deed or at law, be at liberty, but not bound to insure and keep insured any of the Secured Assets, and the Borrower shall on demand forthwith repay the Bank all fees, costs, commissions and charges incurred by the Bank in doing so.

- 4.3 The Borrower shall keep the Secured Assets distinguishable and identifiable from other assets and shall not co-mingle with any other assets.
- 4.4 At its expense, the Borrower authorizes the Bank to have the Secured Assets valued by an appraiser/ valuer that the Bank may appoint. The Bank shall debit all costs and expenses incurred in this regard to the Borrower's accounts in the Bank's books and until their repayment treat such amounts as an advance secured by this Deed.
- 4.5 The Borrower shall observe and perform all covenants and undertakings set forth in the Facility Documents. These covenants/undertakings are incorporated in this Deed by reference as if they were set forth in full.
- 4.6 The Borrower shall punctually pay all taxes and outgoings payable in respect of the Secured Assets, and ensure that the Secured Assets does not become charged with their payment.
- 4.7 The Borrower shall not create or suffer any mortgage, charge, lien, pledge, hypothecation or encumbrance or any part thereof nor do or allow anything that may prejudice the Bank's security over Secured Assets, without prior written consent of the Bank.
- 4.8 The Borrower further covenants and undertakes as mentioned in the Schedule III hereto in addition to the covenants mentioned above.

5. SECURITY

- 5.1 The security created by or pursuant to this Deed will be a continuing security and shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or the Facility/ies is intermittently fully paid or brought in credit.

This security shall be continuing security for all moneys from time to time due and payable by the Borrower to the Bank and the accounts in respect of the Facility/ies are not to be considered to be closed for the purpose of this security and the security is not to be considered exhausted either by reason of the said accounts or any of them showing nil balance or being brought into credit at any time or from time to time or its being drawn upon to the full extent, if afterwards reopened by a payment to credit or by realizing of any demand for repayment being made by the Bank.

In addition to the general lien or similar rights, to which the Bank as banker may be entitled by law, the Bank may at any time and without any notice to the Borrower combine or consolidate all or any of its accounts with and liabilities to the Bank and set off or transfer any sum or sums of money standing to the credit of anyone or more of such accounts in or towards satisfaction of any of its liabilities to the Bank or any other account or in any other respects whether such liabilities be actual or contingent, primary or collateral or several or joint.

- 5.2 Nothing contained in this Deed shall operate so as to merge or otherwise prejudice, affect or exclude:
 - 5.2.1 Any other security, guarantee or lien whether of or against the Borrower or of third parties which the Bank may for the time being hold or would have held but for this security; or
 - 5.2.2 Any of the Bank's right or remedies in respect of any present or future security, guarantee, obligation or decree for the Borrower's indebtedness or liability to the Bank.
- 5.3 The security created by this Deed shall be in addition to and without prejudice to any other security, guarantee, liens, indemnities or other right or remedy that the Bank may now or in the future hold for payment/repayment of the Facility and other amounts secured by this Deed.
- 5.4 The Borrower will always keep the Secured Assets distinguishable and hold as exclusive property of, and specifically appropriated to, the Bank.
- 5.5 Unless otherwise agreed in writing between the Bank and the Borrower, the security created by or pursuant to this Deed will remain in full force and effect notwithstanding any amendments to or variation in the terms and provisions of the Facility Documents and/or transfer or assignment of the Facility or any rights or obligations thereunder by the Bank.

6. APPOINTMENT OF A RECEIVER

If after granting or during the continuance of the Facility/ies, the Borrower defaults in paying any moneys secured by this Deed or upon a breach of the terms and conditions of this Deed or upon any event of default under any of the Facility Documents, or in the sole judgment of the Bank circumstances occur that may prejudice or imperil the Secured Assets, then in such event, the Bank may in writing appoint or remove one or more Receivers of the security created by this Deed, under section 69A of The Transfer of Property Act, 1882. All powers provisions and trusts contained in Section 69A of The Transfer of Property Act, 1882 and all other applicable laws shall apply to the Receiver appointed by the Bank.

7. ENFORCEMENT & REMEDIES

7.1 The occurrence of any of the following events shall classify as an "Event of Default":

7.1.1 Any representation / warranty provided by the Borrower under / in relation to this Deed and / or Facility and / or Facility Documents is or becomes false, misleading or otherwise incorrect;

7.1.2 The Borrower fails to observe or comply with any of the terms of this Deed and / or the Facility Documents and / or any other document in respect of the Facility / in relation to this Deed;

7.1.3 The Borrower fails to make payment of any amount (whether in respect of the principal amount of the Facility, or interest thereon or otherwise) due under / in relation to this Deed and / or Facility Documents and/or Facility as and when the same become due;

7.1.4 The Borrower fails to maintain margin / asset cover as stipulated by the Bank from time to time;

7.1.5 The Borrower commits any act of bankruptcy, insolvency, suspends payment to any of its creditors, if the Borrower suspends payments to any creditors or threatens to do so, or if any petition of bankruptcy or insolvency or dissolution or winding up is filed by or against the Borrower which petition is not withdrawn within 15 days;

7.1.6 A receiver is appointed over the whole or any part of the property of the Borrower;

7.1.7 The Borrower ceases or threatens to cease carrying on its business;

7.1.8 Any order of attachment, distress, execution or other similar process is enforced against the Borrower and/or upon the Secured Assets and/or any other security provided to the Bank in relation to the Facility;

7.1.9 The security created by this Deed ceases to enure to the benefit of the Bank;

7.1.10 To the extent that security has been provided by any person other than the Borrower in connection with the Facility, any of the events set out in sub-clauses above occur in relation to such third party;

7.1.11 If there is any deterioration or impairment of the Secured Assets or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the Secured Assets or any part thereof, in the judgment of the Bank to become unsatisfactory as to character or value;

7.1.12 The death, failure in business, going or threatening to go into liquidation / dissolution, amalgamation or reconstruction, or ceasing or threatening to cease the business by the Borrower and / or by any of the other obligors, except with prior written approval of the Bank, or the Borrower and / or any of the other obligors, as the case may be, become bankrupt or insolvent or commit any act of insolvency or make any application under the Insolvency and Bankruptcy Code, 2016 or take any steps for its voluntary winding up;

7.1.13 Any lender other than the Bank commencing or threatening to commence proceedings to declare the Borrower and / or any of the other obligors insolvent, make or threaten to make any application under the Insolvency and Bankruptcy Code, 2016 or file or threaten to file any petition for winding up against the Borrower and /or any of the other obligors;

7.1.14 If it is certified by a firm of accountants appointed by the Bank (which the Bank is entitled and hereby authorised to so appoint at any time) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on a business at a loss;

7.1.15 Any litigation, arbitration, investigative or administrative proceeding is current, pending or threatened which the Bank determine has (or might, if adversely determined, have) a material adverse effect on:

- (a) The condition (financial or otherwise), assets, operations, prospects or business of the Borrower; or
- (b) The ability of the Borrower to comply with its obligations under this Deed and / or the Facility Documents and/or the Facility; or
- (c) The validity, legality or enforceability of, or the rights or remedies of the Bank under this Deed and / or the Facility Documents and/or the Facility; or
- (d) The validity, legality or enforceability of any security created in respect of the Facility or on the priority or ranking of any such security;

7.1.16 If any event of default occurs under the Facility Documents and / or any other document in relation to the Facility; or

7.1.17 Any other event occurs which in the sole opinion of the Bank is likely to adversely affect:

- (e) The ability of the Borrower to perform its obligations under this Deed and/or Facility Documents and/or any other document in relation to the Facility and/or Facility; or
- (b) The validity, legality or enforceability of, or the rights or remedies of the Bank under this Deed and/or the Facility Documents and/or any other document in respect of the Facility; or
- (c) The validity, legality or enforceability of any security created / to be created by the Borrower in respect of the Facility or on the priority or ranking of any such security.

7.1.18 The Borrower is declared as a relief undertaking under the provisions of the Maharashtra Relief Undertakings (Special Provisions) Act, 1958 or the Borrower becomes entitled to any similar immunity in any jurisdiction under any similar statute.

7.2 If an Event of Default occurs / happens or if potential event of default occurs/happens, then without further notice to the Borrower and without prejudice to its rights and remedies under clause 6 and under law, the Bank may:

7.2.1 Terminate the Facility and demand the Secured Obligations from the Borrower.

7.2.2 Through authorized agents and representatives enter any place or premises where the Secured Assets or their records may be situated kept or stored. For such entry, the Bank may do all acts deeds or things deemed necessary by the Bank.

7.2.3 Inspect, value, insure, take charge of, enforce, seize (without Court's intervention), recover, realize, receive or convert into money, all or any of the Secured Assets.

7.2.4 Either by public auction or by private contract, sell or assign all or any of the Secured Assets on such terms and conditions as the Bank thinks fit.

7.2.5 Apply the net proceeds of such sale/assignment towards repayment of the Secured Obligations.

7.2.6 Compromise or settle with any third party.

7.3 The Borrower undertakes not to take any action inconsistent with or prejudicial to these rights of the Bank.

7.4 The Borrower agrees to accept the Bank's accounts as sufficient evidence of the amount received on sale/realization and of all charges and expenses incurred by the Bank.

7.5 The Borrower confirms that the Bank or any Receiver that the Bank appoints will not be liable for any loss or damage the Borrower may suffer if the Bank or such Receiver exercises any of its rights and powers under law or this Deed.

- 7.6 The Borrower shall pay the shortfall or deficiency, if the net sum realized by such sale/assignment is insufficient to pay the dues secured by this Deed. The Bank shall not be in any way responsible or liable for any loss or damage that may be suffered by the Borrower by reason of the Bank exercising or not exercising its rights under this Deed.
- 7.7 If any surplus remains with the Bank after payment of the dues secured by this Deed, then it will apply it in payment or liquidation of any other moneys due from the Borrower to the Bank, whether solely or jointly with any other person.
- 7.8 The Bank shall be at liberty to apply any other moneys in the hands of the Bank standing to Borrower's credit or belonging to the Borrower in or towards the payment of the balances under the Facility/Secured Obligations, provided that nothing herein contained shall in any manner prejudice or affect any other remedy of the Bank against the Borrower.

8. FURTHER ASSURANCES

- 8.1 The Borrower assures the Bank that, subject to the security created under this Deed, all security (present and future) whether now hypothecated or which may be hypothecated in future, are and will be the Borrower's absolute and unencumbered property with full power of disposition and realization. The Borrower assures not to create any security ranking senior *or pari passu* with and/or subject to the security created by this Deed, without obtaining the prior written consent of the Bank.
- 8.2 The Borrower shall not have any claim whatsoever against the Bank in relation to any act or thing done, omitted, permitted or suffered by the Bank in exercising its rights/powers under this Deed and such exercise shall be without prejudice to the Bank's other rights and remedies in law and notwithstanding that there may be any pending suit or proceedings relating to the Secured Assets or the security created by this Deed.
- 8.3 The Borrower further agrees that the Bank shall have the right to assign and securitise the debt/loan facilities granted and being enjoyed by the Borrower with its underlying securities to any Bank, Financial Institution, Asset Reconstruction Company, Securitisation Company or to such other Company at the Bank's discretion and any such assignment of debt and/or securitisation of debt with or without its underlying securities shall bind the Borrower and the Borrower agrees and consents to execute all such other deeds and documents whenever required by the Bank to effectively complete the said assignment/securitisation to the satisfaction of the Bank.

9. ATTORNEY

- 9.1 The Borrower hereby appoints the Bank as its attorney and authorizes the Bank to act for and in the name of the Borrower to do whatever the Borrower may be required to do under these presents and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents conferred on the Bank and the Borrower shall bear the expenses that may be incurred in this regard. The Bank shall have all powers incidental and necessary to enforce and realize the security created by this Deed. At the Borrower's risk and expense, the Borrower irrevocably appoints the Bank as its attorney to do all acts, deeds and things necessary to so enforce and realize the security created by this Deed. Without prejudice to powers conferred on the Bank under this Deed, the Borrower agrees:
- 9.1.1 If necessary, to execute a formal power of attorney(ies) in favour of the Bank in such form and name as may be advised by the Bank; and
- 9.1.2 To furnish information, reports, returns, certificates and statements as the Bank may require in connection with the security created by this Deed and further furnish and/or execute all necessary documents as required by Bank to give effect to this security.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 On a continuing basis, the Borrower represents and warrants to and undertakes with the Bank as follows:
- 10.1.1 The Borrower is legally and properly organized and in existence under the Indian Law and has obtained all necessary consents, approvals, licences and permissions for the conduct of its business;

- 10.1.2 The Borrower is empowered and authorised to enter into this Deed and to execute all documents executed / required to be executed under or in relation to this Deed, and the Borrower has taken all necessary action for the execution of this Deed, and to avail the Facility;
- 10.1.3 This Deed and all documents required to be executed under and / or in relation to this Deed and/or the Facility constitute / will constitute valid and binding obligations of the Borrower enforceable in accordance with their own terms, and the person(s) executing such document(s) on behalf of the Borrower have been duly authorised to do so;
- 10.1.4 By executing this Deed or any related documents, the Borrower will not violate any (i) covenants or conditions under any existing agreement / document entered into by it with any third party; (ii) provision of any decree of any competent authority; and/or (iii) any applicable law;
- 10.1.5 There is no action, suit, proceeding or investigation pending and/or continuing or to the knowledge of the Borrower threatened by or against the Borrower or the property of the Borrower before any court of law, government authority or other competent authority which may:
- a) Have an adverse effect on the business or financial condition, assets, operations, prospects of the Borrower; or
 - b) Have an adverse effect on the Borrower's ability to perform and comply with its obligations under this Deed and/or the Facility Documents and / or the Facility; or
 - c) Have an adverse effect on the validity, legality or enforceability of, or the rights or remedies of the Bank under this Deed and/or the Facility Documents and / or any other document in respect the Facility; or
 - d) Have an adverse effect on the validity, legality or enforceability of any security created / to be created by the Borrower in respect of the Facility or on the priority or ranking of any such security.
- 10.1.6 No Event of Default or potential Event of Default has occurred and/or is in existence or continuing;
- 10.1.7 All factual and other information provided to the Bank in relation to the Facility and / or this Deed was true and accurate as at a date no earlier than the date on which it was provided; and
- 10.1.8 The Borrower will promptly inform the Bank in writing about any litigation, dispute, arbitration or other proceeding pending or threatened against it or any proposal by a regulatory / statutory body to acquire the Secured Assets, or any part of it.
- 10.1.9 The Borrower hereby gives specific consent to the Bank for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Facility availed from the Bank, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the financial information submitted by the Bank, as and when requested by the concerned IU.
- 10.1.10 The Borrower hereby agree as a precondition of the Term Loan and / or the said Facility/ies given to the Borrower/s by the Bank that in case the Borrower/s commits any default in the repayment of the Term Loan and / or the said facilities or in the repayment of interest thereon or the agreed installment of the Term Loan on due date/s, the Bank and/or the Reserve Bank of India (RBI) and /or such other agency authorised by them without prejudice to their other rights will have an unqualified and absolute right to disclose or publish the Borrower/s name and the name of Borrower/s Company / firm/unit and its directors/partners/proprietor along with the photographs of the respective person/s as defaulter/s with other relevant details like address, job details as deemed fit and appropriate by the Bank and /or RBI and /or such other agency authorised by them in such manner and through such media whether electronic or print as the Bank and/or RBI and/or such other agency authorised by them in their absolute discretion may think fit. The Borrower/s also further agree that such publication made by the Bank and/or RBI and/or such other agency authorised by them will not be challenged by the Borrower/s on any ground whatsoever nor shall the Bank or RBI or such other Agency authorised by

them be held liable and responsible for costs, damages or any other claim because of such publication of Borrower/s photograph/s and other details published as stated hereinabove.

- 10.1.11 The Borrower/s recognises the right of the Bank to share information regarding his / her / their account/s with Banks / Institutions and / or any statutory body / authority in the normal course of business. This also includes the right to share information on the financial affairs of the account with any other banks/s / institutions from whom the Borrower/s has / have availed / intend to avail any kind of facility – financial or otherwise. The Borrower/s also recognise/s the right of the Bank to demand and receive similar information from other bank/s with whom he / she / they deal/s.
- 10.2 The Borrower further represents, warrants and undertakes as mentioned in the Schedule III hereto in addition to the covenants mentioned above.
- 10.3 The Borrower hereby agrees to indemnify and keep the Bank indemnified and hold harmless against any costs, fees, charges or expenses that may be incurred by the Bank as a result of breach of any of the representations / warranties set in this Deed. For this purpose the Bank shall be entitled to debit the account(s) of the Borrower maintained with the Bank, and until satisfaction of all such amount(s) due, treat such amount(s) as an advance secured under this Deed.

11. COVENANTS

For so long as the Facility/ies or part thereof is still outstanding, the Borrower:

- 11.1 shall allow the representative(s) and / or nominee(s) of the Bank to enter into its premises in order to inspect the property, books of account and other relevant accounts, documents and records provided to the Bank as security for the obligations of the Borrower under / in respect of the Facility/ies. The Borrower shall promptly repay the Bank all costs and expenses incurred in respect of such inspection.
- 11.2 shall execute in favour of the Bank and / or its / their nominee(s) such further documents, forms and / or papers as the Bank may require in connection with the Facility/ies and/or this Deed.
- 11.3 shall ensure that the security provided under this Deed is of such value as is sufficient to meet the security margin requirements of the Bank. In the event either the value of the security provided under this Deed deteriorates, or the Bank advances further sum(s) to the Borrower such that the value of the security provided under this Deed does not meet the security margin requirements of the Bank, the Borrower shall deposit with the Bank (as the Bank may direct) the additional security in the form of cash or such other securities as are acceptable to the Bank, failing which the Bank may at its discretion sell, dispose of, or realise any or all of the security provided under this Deed without being liable for any loss or damage or diminution in value of the security provided under this Deed.
- 11.4 The Borrower agrees and declares that the rights and powers conferred on the Bank by these presents shall be joint and several and shall be deemed always to be so and they may be exercised by the Bank accordingly.
- 11.5 The Borrower agrees that the Bank may hold the said hypothecated assets (which may at any time hereafter come into possession of the Bank) and / or the proceeds thereof not only for the specific advance made thereon but also as security for any other monies now due or which may at any time be due from the Borrower to the Bank.
- 11.6 In case of pre-closure / pre-payment, Penal Charges are payable as stipulated in the Sanction Letter.
- 11.7 The provisions contained herein shall be read in conjunction with the provisions of the Facility Documents including but not limited to Facility Agreement, Sanction Letter, Master General Terms Agreement as amended from time to time and to the extent of any inconsistency or repugnancy the latter shall prevail for all intents and purposes.

SCHEDULE I		
Sr. No.	Particulars	Details
1.	Date and place of execution of this Deed	Date: Place:
2.	Name and Address of the Borrower	Name: Address of Registered Office/principal place of business: Branch Address (if applicable): Type of the Borrower: company / society / body corporate / partnership firm / limited liability partnership / proprietary concern / HUF / Individual / Trust ¹ : Names of the Directors / Partners / Proprietor / Coparceners / Members/Trustees ² :
3.	Inclusions in the definition of the term Borrower.	Unless it be repugnant to the subject or as the context may permit or require, the term Borrower in this Deed includes; its successors and permitted assigns; ³ any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns of the firm; ⁴ the proprietor(ess) (both in his/her personal capacity and as proprietor(ess) of the concern) and his/her heirs, legal representatives, executors, administrators, successors and permitted assigns of the concern; ⁵ the Karta of the HUF and any or each of the members / coparceners of the HUF and the survivor(s) of them and their

¹ Retain whichever is applicable. Delete the rest.

² Retain whichever is applicable. Delete the rest.

³ To be retained if the Borrower is a company/LLP/society/body corporate. Else the same should be deleted.

⁴ To be retained if the Borrower is a partnership of firm Else the same should be deleted

⁵ To be retained if the Borrower is a proprietary concern Else the same should be deleted

		<p>respective heirs, legal representatives, executors, administrators, successors and permitted assigns;⁶</p> <p>his/her heirs, legal representatives, executors, administrators and permitted assigns;⁷</p> <p>the trustee(s) for the time being, its successors and permitted assigns.⁸</p> <p>Reference to the “Borrower” shall, in case there is more than one Borrower, mean, as the subject or context may permit, each of them or any one or more of them.</p>
4.	Branch / Credit Operations-Non Retail office Address of the Bank	
5.	Facility/ies (Maximum Principal Amount)	
6.	Sanction Letter	Dated _____ bearing reference no. _____ addressed by the Bank to the Borrower.
7.	Master General Terms Agreement	Dated _____ entered into between the Borrower and the Bank.
8.	Loan Agreement	Dated _____ entered into between the Borrower and the Bank.
8.	Address for Notice	<p>For Borrower:</p> <p>Address:</p> <p>Fax no.:</p> <p>For Bank:</p> <p>Address:</p> <p>Fax no.:</p>
9.	Additional Representations, Warranties, Covenants and Conditions	As mentioned in the Sanction Letter.
10.	Ranking and Priority of Charge	First and exclusive charge unless otherwise mentioned in the Sanction Letter.
11.	Place of Jurisdiction	_____

⁶ To be retained if the Borrower is a HUF Else the same should be deleted

⁷ To be retained if the Borrower is an individual Else the same should be deleted

⁸ To be retained if the Borrower is a trust with individuals as trustees Else the same should be deleted

Schedule II
[Description of Secured Assets]⁹

[Plant and Machinery and other movable assets]

All present and future movable properties of the Borrower including without limitation its movable plant and machinery, furniture and fittings, equipment, computers hardware, computer software, machinery spares, tools and accessories, vehicles, actionable claims, amounts due and receivable under any contract or otherwise and other movables, both whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of the security of these presents be brought into or upon or be stored or be in or about all the Borrower's premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives or at various worksites or at any up country place or places or wherever else the same may be or be held by any party including, without limitation lessees, tenants, franchisees, third party processors, contractors, sub-contractors, fabricators, manufacturers, agents, transporters, etc. present and future, to the order of disposition of the Borrower or in the course of transit or on high seas or on order, or delivery, howsoever and where so ever in the possession of the Borrower and either by way of substitution or addition, actionable claims, amounts due and receivable under any contract or otherwise.

[Book Debts]

All present and future book debts, outstandings moneys receivable, claims and bills which are now due and owing or which may at any time during the continuance of this security become due and owing to the Borrower in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or any body corporate or undertaking or project whatever in the public sector.

[Stocks]

All present and future stock in trade consisting of raw materials, finished goods, goods in process of manufacturing and other merchandise whatsoever, being movable properties, now or at any time after this Deed:

- i. Belonging to the Borrower; or
- ii. At the Borrower's disposal; or
- iii. Stored or be stored or brought in to upon or in course of transit to the Borrower's factory or premises including at _____
(or at any other place in the Borrower's possession or occupation or at any other place).

⁹ Retain the assets which are forming part of Secured Assets, Delete the rest.

SCHEDULE III

(Additional Representations, Warranties, Covenants and Undertakings)

A) Representations, warranties and undertakings:

¹⁰The Borrower (in case of the Borrower which is a Hindu Undivided Family (HUF)) (for the purpose of this clause referred to as “HUF”) makes following representations, warranties, confirmations and undertakings on continuous basis that:

- i. No changes in the constitution of the HUF shall be made during the continuance of this Deed and Facility Documents unless prior written consent of the Bank is obtained by the HUF.
- ii. The Facility Documents shall be enforceable against the Karta or any succeeding Karta of the HUF or against any and all the adult coparceners / members of the HUF.
- iii. (a) The Karta, acting for HUF and in his personal capacity, and the other adult members / coparceners of the joint HUF are members / coparceners of the HUF;
(b) The signatories of this Deed are the only adult members of the HUF at present;
(c) The business carried on under the name and style given in the Schedule I to this Deed is their joint family trade which is binding on the minor members, if any, being ancestral trade / business;
(d) This Deed has been entered into for and on behalf of the HUF;
(e) The adult members/coparceners of the HUF and all of them have been jointly and individually empowered to perform the terms of this Deed and the other Facility Documents, against security or otherwise, and execute all necessary instruments, deeds, documents and writings and do all such acts, things and deeds as are necessary or incidental to the performance of the terms of this Deed and the other Facility Documents, and also execute, draw, endorse, negotiate and sell cheques, bills, pro-notes, bills of exchange and other negotiable instruments on behalf of the HUF.
(f) All acts, deeds and things done and / or documents, confirmations, acknowledgements given / provided by any or some of the members / coparceners in connection with this Deed and the transactions contemplated under this Deed and the Facility Documents shall bind all the members / coparceners.

OR

¹¹The Borrower (in case of the Borrower which is a proprietary concern) (for the purpose of this clause referred to as “firm” or “proprietary concern”) makes following representations, warranties, confirmations and undertakings on continuous basis that;

- (i) The proprietor of the firm is solely responsible for the liabilities of the aforesaid firm and will be liable personally for performance of all obligations under this Deed and the other Facility Documents;
- (ii) No changes in the constitution of the proprietary concern shall be made during the currency / validity of this Deed and other Facility Documents, unless prior written consent of the Bank is obtained by the proprietor;
- (iii) The proprietor of the firm / proprietary concern shall hold themselves personally liable, jointly and severally, in respect of all transactions entered into with the Bank or obligations incurred under the Facility Documents.

OR

¹⁰ To be retained if the Borrower is a HUF. Else the same should be deleted

¹¹ To be retained if the Borrower is a proprietary concern. Else the same should be deleted

¹² The Borrower (in case of the Borrower which is a partnership firm) (for the purpose of this clause referred to as “partnership firm”) makes following representations, warranties and undertakings on continuous basis that:

- (i) No changes in the constitution of the partnership firm during the continuance / validity of this Deed and other Facility Documents, shall be made without the prior written consent of the Bank;
- (ii) In the event of death or retirement of any partner, the Bank shall at their discretion deal with the surviving and/or continuing partner/s, without affecting its rights as against the retiring partner or the heirs and legal representatives of the deceased partner, as the Bank shall think fit and proper, and the retiring partner and/or the heirs, executors, administrators, legal representatives of the deceased partner shall have no claim as against the Bank in respect of such dealing;
- (iii) The partners will not dissolve / reconstitute the partnership firm without the prior written approval of the Bank;
- (iv) All the partners are jointly and severally liable to the Bank for performance of all obligations under this Deed;
- (v) All acts, deeds and things done and / or documents, confirmations, acknowledgements given / provided by any or some of the partners in connection with this Deed and the transactions contemplated under this Deed shall bind all the partners;
- (vi) The Borrower has not and shall not induct any person as a partner (as the case may be) of the firm (as the case may be), which has been identified as a wilful defaulter as per guidelines issued by the Reserve Bank of India. The Borrower further undertakes that in case, such a person is found to be partner of a partnership firm, it would take expeditious and effective steps for removal/retirement of the person from its partnership;
- (vii) The partners in their personal capacity and as partners of the partnership firm shall hold themselves personally liable, jointly and severally, in respect of all transactions entered into with the Bank or obligations incurred under this Deed and other Facility Documents.

OR

¹³The Borrower (in case of the Borrower which is a company) (for the purpose of this clause referred to as “company”) makes following representations, warranties, confirmations and undertakings on continuous basis that:

- (i) The company also confirm that it is permitted to create security under this Deed in terms of its constitutional documents and all requisite resolutions in connection with the Facility/ies and the transactions contemplated in this Deed and Facility Documents;
- (ii) The company has not and shall not induct any person as a director on its Board of Directors as promoter or director, which has been identified as a wilful defaulter as per guidelines issued by the Reserve Bank of India. The Borrower further undertakes that in case, such a person is found to be on the board of the company it would take expeditious and effective steps for removal / retirement of the person from its board.
- (iii) The company shall file a copy of this Deed along with duly completed CHG 1 prescribed under the Companies Act with the concerned Registrar of Companies, along with the requisite filing fee within the prescribed period without payment of penalty and shall deliver a copy thereof to the Bank.

OR

¹⁴The Borrower (in case of the Borrower which is a Limited Liability Partnership (LLP)) (for the purpose of this clause referred to as “LLP”) makes following representations, warranties, confirmations and undertakings on continuous basis that:

- (i) The LLP also confirm that it is permitted to create security under this Deed in terms of its constitutional documents and all requisite resolutions in connection with the Facility/ies and the transactions contemplated in this Deed and Facility Documents;

12 To be retained if the Borrower is a partnership firm. Else the same should be deleted

13 To be retained if the Borrower a company Else the same should be deleted

14 To be retained if the Borrower a LLP Else the same should be deleted

- (ii) The LLP has not and shall not induct any person as a partner/designated partner on its LLP as promoter or partner or designated partner, which has been identified as a wilful defaulter as per guidelines issued by the Reserve Bank of India. The Borrower further undertakes that in case, such a person is found to be on the LLP it would take expeditious and effective steps for removal / retirement of the person from its LLP.
- (iii) The LLP shall file a copy of this Deed along with duly completed prescribed form under the Limited Liability Partnership Act with the concerned Registrar of Companies, along with the requisite filing fee within the prescribed period without payment of penalty and shall deliver a copy thereof to the Bank.

B) Covenants

The Borrower further covenants on continuous basis that in case Secured Assets include goods and stocks or plant and machinery¹⁵:

- (i) The Borrower shall not remove or cause or permit to be removed any of the Secured Assets from the place presently kept / stored save and except the Secured Assets which is worn out or needs to be replaced nor shall the Borrower divert or cause to permit any of the Secured Assets to be diverted while in transit to be brought into or stored at the said place. The Borrower declares that the Secured Assets are tangible movable property and that none of them is embedded in the earth or permanently fastened or attached to the earth. However, such removal / replacement shall be with the prior approval of the Bank in writing.
- (ii) At its own expense, the Borrower shall keep the Secured Assets in marketable and good condition.
- (iii) If required by the Bank, the Borrower shall place notice boards with the Bank's name legibly and distinctly printed in a conspicuous position at the entrance of and inside the factory / godown / premises or other places where the Secured Assets are kept or shall be brought during the continuance of this Deed.
- (iv) The Borrower shall furnish to the Bank whenever required by the Bank full and correct particulars / statements of all the Secured Assets and shall allow the Bank or its authorized agent to take inspection of such Secured Assets and of all records and shall provide such evidence as the Bank may require as to the cost and value thereof. At its expense, the Borrower authorizes the Bank to have the Secured Assets valued by an appraiser / valuer that the Bank may appoint. The Bank shall debit all costs and expenses incurred in this regard to the Borrower's accounts in the Bank's books and until their repayment treat such amounts as an advance secured by this Deed. Further if any of the Secured Assets (or any part of it) is shipped or transport through rail etc. at any time, the Borrower shall, if the Bank so requires, hand over the bills of lading and / or shipping documents or railway receipt and / or other documents of title endorsed in favour of the Bank and in default of the Borrower doing so the Bank shall be entitled to enter and take possession thereof wherever they may be found.
- (v) The Borrower undertakes to give prior written notice to the Bank of its intention to change the location to store the Secured Assets, mentioning the particular type or class of Secured Assets affected and the address of the new place of storage.
- ¹⁶[(vii) The Borrower may in the ordinary course of its business, sell the Secured Assets comprising goods and stocks (or any part of it) unless prohibited to do so by the Bank.
- (viii) The Borrower will store the hypothecated goods in a manner ordinarily stored in the business activity of the Borrower.]

OR

The Borrower further covenants on continuous basis that in case Secured Assets includes book debts¹⁷

¹⁵ To be retained if the Secured Assets do not comprise only book debts.

¹⁶ To be retained for stocks and goods only.

¹⁷ To be retained if Secured Assets include book debts

- (i) The Borrower shall furnish to the Bank on the last day of each and every month or at such intervals as may be decided by the Bank and notified to the Borrower and at any other time whenever required by the Bank, full and correct particulars/statements of all the Secured Assets and shall allow the Bank or its service providers to take inspection of all the books of accounts and shall produce such evidence as the Bank may require as to the value thereof. It shall be lawful for the Bank at any time and from time to time during the continuance of the security to appoint and employ at the expense of the Borrower in all respects and for such period as the Bank shall think fit one or more person(s) or a firm or a company to inspect the value of all or any of the Secured Assets on behalf of the Bank.
- (ii) The Borrower shall not receive, compound or realize any of the Secured Assets nor do anything whereby the recovery of the same may be impeded without the prior written consent of the Bank and shall keep proper books of account of our business and shall at any time when required produce such books for inspection of the Bank and allow the Bank (through its employees and agents) to have access thereto and to make copies of or extracts therefrom.
- (iii) The Borrower shall be at liberty in the ordinary course of business to recover all or any of the Secured Assets comprising book debts hereby hypothecated but the Borrower shall upon receipt of the proceeds of every sale of the Secured Assets comprising book debts pay the same forthwith to the Bank to be applied in reduction of the Borrower's indebtedness to the Bank in respect of the Facility/ies. The Borrower shall not recover any of the Secured Assets comprising book debts upon being prohibited in writing by the Bank from doing so.

IN WITNESS WHEREOF, the Borrower has executed this Deed on the day and the place mentioned hereinabove.

In case Borrower is an individual, then state as follows:

SIGNED AND DELIVERED BY

Mr./Ms. _____
the Borrower/s within-named

In case the Borrower is carrying on business in the name of a proprietary concern or in his individual name, then state as follows :

SIGNED AND DELIVERED BY

Mr. _____
Proprietor of M/s. _____
_____ Borrower
within-named

In case the Borrower is a partnership firm, then state as follows :

SIGNED AND DELIVERED BY

Mr. _____
Mr. _____
Mr. _____

All partners of M/s. _____
_____ the
Borrower within-named

In case the Borrower is Joint Hindu Family, then state as follows :

SIGNED AND DELIVERED BY

Mr. _____
Karta of M/s. _____,
_____, HUF for himself
and on behalf of all coparceners, the Borrower
within-named

In case the Borrower is a Public Ltd. or Pvt. Ltd.
Company, then state the following with suitable
modifications:

SIGNED AND DELIVERED BY

The common seal of the Borrower withinnamed
was affixed hereunto in the presence of

- (1) Mr./Ms. _____ and
(2) Mr./Ms. _____

Directors of the Borrower in pursuance of the
Board Resolution dated _____ and
the Directors have signed below the Seal to show
that the Seal was affixed in their presence.

In case the Borrower is a Co-operative Society, then state the
following with suitable modifications:

SIGNED AND DELIVERED BY

The common seal of the Borrower withinnamed was affixed
hereunto in the presence of

- (1) Mr./Ms. _____ and
(2) Mr./Ms. _____

Managing Committee members of the Borrower in pursuance of
the Managing Committee Resolution dated
_____ and the Managing Committee members
have signed below the seal to show that the seal was affixed in
their presence.

In case the Borrower is a Limited Liability Partnership (LLP),
registered under the Limited Liability Partnership Act, then state
the following:

In case LLP is not executing documents under common seal
then

SIGNED AND DELIVERED BY

Mr./Ms. _____
Mr./Ms. _____
Designated Partners of M/s. _____
_____ LLP the Borrower within-named
in pursuance of the Resolution dated _____

OR

In case LLP is executing documents under common seal then

SIGNED AND DELIVERED BY

The common Seal of the Borrower within named was affixed hereunto in the presence of

Mr./Ms. _____ and

Mr./Ms. _____

Designated Partners of the Borrower in pursuance of the Resolution dated _____ and the Designated Partners have signed below the seal to show that the seal was affixed in their presence.