

INDEX-Lease Rental Discounting

Sr No.	Document Name	Description	Applicability	Execution Instruction
1	Deed Of Hypothecation	Deed Of Hypothecation Of Lease Rentals / Receivables (with schedule)	Lease Rental Discounting	Franking
2	POA-LRD	Irrevocable Power Of Attorney (with Schedule)	Lease Rental Discounting	Franking and Notary
3	Letter to Lessee	Letter Of Demand For Payment Of Monthly Receivables To Be Issued By Borrower / Landlord	Lease Rental Discounting	Normal Letter
4	Declaration-LRD	Declaration related to Special purpose account	Lease Rental Discounting	Normal Letter
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DEED OF HYPOTHECATION OF LEASE RENTALS / RECEIVABLES

Relevant Instructions for Execution

(only for office use)

- This deed of hypothecation is to be taken from the Borrower who is hypothecating the lease rentals under the Lease Rent discounting Facility.
- This Deed is to be signed only by the Borrower by affixing full signature on all pages, including at the signature columns specified. The term Borrower shall have the meaning ascribed in the Loan Agreement
- Please ensure that all blanks are filled up or irrelevant portion are struck off and duly authenticated by the Borrower by affixing his signature.
- To be stamped as Hypothecation Deed as per Local Stamp Act.
- This Deed of Hypothecation is not to be attested / witnessed)

Deed of Hypothecation of Lease Rentals / Receivables

THIS Deed made at and on the day, month and year as specified in the Schedule to this Deed by Borrower, specified in the Schedule (which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and shall include in case of (I) individuals/ proprietor his/her/theirs heirs, legal representative, executors and administrators(ii) a Corporate/Society/Trust include its successors and permitted assigns(iii) Partnership Firm - the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors, in favour of YES BANK LTD., a Banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 incorporated under the Companies Act, 1956 having its registered office at 9th Floor, Nehru Centre, Discovery of India building, Dr. A B Road, Worli, Mumbai - 400 018 and branch office specified in the Schedule hereinafter called the " Bank" which term unless the context otherwise requires includes its successors and assigns from time to time.

WHEREAS

1. The Bank at the request of the Borrower is agreeable to grant such Lease Rent Discounting facility upto the limit(s) as specified in the Schedule with full power to the Bank from time to time to renew or reduce or enhance the limit or altogether withdraw the facility on the terms and conditions appearing herein (hereinafter collectively and individually referred to as the "said Loan", vide sanction letter and Loan Agreement , details of which are specified in the Schedule.
2. The Borrower has been granted the said Loan, inter alia, against the security of the lease rent receivables arising out of the property leased/ given on leave and licence/on tenancy or sub leased out to such lessee/Licensee/tenant ["Lessee(s)"] on Lease/Leave and Licence /Tenancy or Sub Lease basis ("Lease") by means of Lease Deed/Leave and Licence Agreement/Tenancy Agreement ("Agreement"), the details of which are more particularly specified in the Schedule. It is hereby agreed between the Borrower and the Bank that the Schedule, giving details of the lease rent receivables, may be amended, revised, substituted by way of written communication between the Borrower and the Bank from time to time. Such and any other correspondences between the Borrower and the Bank amending / revising the details of lease rent receivables shall be deemed to be an integral part of this Deed and shall always be read in conjunction thereof and shall automatically deemed to have been charged and hypothecated to the Bank under this Deed.
3. The Borrower has represented that he has an absolute right, title and ownership over the premises more particularly described in the schedule I annexed hereto (hereinafter referred to as "Premises/Property").
4. The Borrower has vide its Agreement given on lease the said Premises to the Lessee for such period as specified therein. In terms of the said Agreement, Borrower shall receive such monthly compensation as specified in the agreement and payable by the lessee as receivables in respect of the said Premises occupied by the Lessee. (The details of the rent/Receivables/Fees/Compensation and the Lessee are separately annexed to this agreement as Annexure 1).
5. The Borrower further states and confirms of getting / receiving such Lease Receivables on a monthly basis from the Lessee with respect to the said Premises. The Borrower has agreed that the Borrower shall hypothecate the said Receivables to the Bank as security for repayment of the said Loan availed/ to be availed by the Borrower.
6. By and under the arrangement as specified in the Schedule hereto, the Borrower has agreed to hypothecate to the Bank, the said lease rentals due under the Agreement(s) executed by the Lessee at or for the total consideration of Rs. _____/- (Rupees _____ Lacs only) plus interest and other monies due as Payable under the said Credit Facilities and on the terms and conditions therein contained. and the Borrower agrees to obtain letter of acceptance, if required from the tenants, from time to time.
7. The Bank has agreed to grant / granted the said Loan on the condition that the Borrowers should agree to secure the repayment of the said Loan and all interest, cost, charges, expenses and other moneys inter alia, in the manner hereinafter appearing.
In consideration of the above the Borrower hereby HYPOTHECATES to the Bank, all outstandings monies receivable, claims which are now due and owing or which may at any time hereafter during the continuance of this security and/ or the the said Loan become due and owing to the Borrower from the present and future tenants, being the said receivables (all of which herein after collectively referred to as "hypothecated receivables") TO SECURE AS A CONTINUING SECURITY the due repayment by the Borrower to the Bank at any time on demand of :

All the monies now or at any time and from time to time hereafter due /may become due and owing by the Borrower to the Bank in respect of and under the above said loan and interest and commission thereon and all legal and other costs, charges, payments, reimbursements and expenses relating thereto and payable hereunder and incidental to this security or for enforcement thereof (hereinafter collectively referred to as " Dues").

AND FURTHER IN CONSIDERATION AS AFORESAID:

The Borrower hereby agree, undertake and confirm to the Bank as follows:

1. That the said dues shall be payable by the Borrower to the Bank on demand. The Bank shall be entitled to demand payment of all or any of the said dues at any time from the Borrower.
2. So long as any monies are outstanding in any of the said Loan account/ or any other control account so designated as the Loan account by the Bank, the Borrower shall pay to the Bank interest at the rate as agreed to by the Borrower in terms of the sanction letter and its subsequent modification or amendments there of from time to time if any and in terms of the Loan Agreement or as may be communicated by the Bank to the Borrower from time to time with daily/monthly/quarterly rests on daily debit balances and this document shall be construed as if such revised rate of interest was mentioned herein and thereby secured.
3. In default of payment of interest as stated above the same shall be capitalized and added to the principal amount and shall be treated as an advance to the Borrower secured by the hypothecation hereby created and the bank will be entitled to charge interest at the aforesaid rate, on the amount of the debit balance inclusive of the interest not paid by the Borrower and hence capitalized as aforesaid, in addition to charging default /additional/penal interest as per the sanction/ scheme of the Bank, from time to time stipulated, from the date of default to the date of actual payment.
4. The Bank shall have an absolute discretion for granting or continuance of the said Loan and determining the amounts to be advanced and/or allowed to be outstanding from time to time within the limit and in the account/s to be opened by the Bank in respect of the said Loan and be at liberty to close the account/s and refuse to allow further drawing or advances thereon at any time without any previous notice to the Borrower.
5. All monies advanced by the Bank on the security hereof shall be employed solely in and for the purpose of the Borrowers business.
6. Subject to the provisions following regarding the powers conferred by the security on the Bank, the Borrower shall not directly recover all or any of the said hypothecated receivables hereby hypothecated in case the Borrower receives the hypothecated receivables, till such time it is paid to the Bank the same shall be held by the Borrower in trust and on behalf of the Bank and the Borrower shall pay the same forthwith to the Bank to be applied in reduction of the Borrower's indebtedness to the Bank in respect of the said loan. The Borrower shall not recover any of the said hypothecated receivables upon being prohibited in writing by the Bank from doing so.
7. The Borrower shall regulate its drawing out of and the payment into the said account/s in such a manner that the amounts due from time to time for the principal on the said account/s shall be kept as nearly as practicable within the limit of of the said loan.
8. The Borrower shall at all times during the continuance of this security maintain the said hypothecated receivables of a sufficient amount (as estimated by the Bank) so as to provide the margin of security as may from time to time be advised to the Borrower by the Bank and shall forthwith hypothecate to the Bank such further hypothecated receivables and assets approved by the Bank and of sufficient value to make up the deficiency or shall reduce the amount for the time being due to the Bank by the Cash Payment so as to maintain the said margin.
9. The Borrower shall furnish to the Bank whenever required by the Bank full and correct particulars/statements of all the said hypothecated receivables and shall allow the Bank or its authorised agents to take inspection of all the Books of Accounts and will 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 Borrower's expense in all respects and for such period as the Bank shall think fit a person or persons or a Firm or a Company to inspect the value of all or any of the said hypothecated receivables on behalf of the Bank and shall pay to the Bank on demand all the expenses fees in respect thereof or incidental thereto (the Bank's statement being conclusive). In default, the Bank may be at liberty to debit the amount thereof to the Borrower's said accounts in the Bank's books and the same shall be treated as advance until payment thereof.
10. If the Borrower fails to pay on demand any monies which ought to be paid by the Borrower hereunder or shall commit any breach of any agreement on their part herein contained or if any circumstances shall occur which in the sole judgment of the Bank is prejudicial to or imperils or is likely to prejudice or imperil this security or if any distress or execution is levied or enforced against any of their property or assets whatsoever or if any person firm or company shall take steps towards applying for or obtaining an order for the appointment of a Receiver of any of their property or assets whatsoever or if such Receiver is appointed or if, the Borrower being a company, an order is made or a resolution is passed for the winding up of our company or a petition for such winding up is filed or notice of a meeting to pass such resolution is issued or if the Borrower shall cease or threaten to cease to carry on business or conduct the business to the satisfaction of the Bank; then in any such case the Bank shall have a right to forthwith or at any time thereafter and without any notice enter into or upon any place or premises where or wherein any of the records pertaining to the said hypothecated receivables may be kept or stored (and for the purpose of such entry to do all acts deeds or things deemed necessary by the Bank) and inspect, value, and /or take charge of and /or to recover, receive, appoint receiver of all or any of the said hypothecated receivables in such manner as the Bank shall think fit and to apply the net proceeds thereof in and towards the payment of all the said dues hereby secured in such manner and in such proportion as the Bank may agree. The Bank may enforce, realise, settle, compromise and deal with any rights aforesaid (but not bound to exercise any of these powers) without being liable for any damage or losses in the exercise thereof and without prejudice to the Bank's rights and remedies of suit or otherwise. If, however, the net sale proceeds of the said debt are insufficient to cover the balance due to the Bank then the Borrower shall forthwith pay to the Bank the deficiency on demand. In the exercise of the power of sale and disposal given hereunder the Bank shall be at liberty from time to time or at any time at the Bank's entire discretion but at the risk and on account of the Borrower to enter into all such hedge forward and other contracts in India or elsewhere of the protection for the protection of its interest as the Bank shall think fit and the Borrower shall pay to the Bank forthwith on demand any monies which may become payable under or by virtue of such hedge forward or other contracts. The Borrower shall accept the Bank's accounts as sufficient evidence of the amount received or realisation or receipts and of the amount of costs, charges and expenses thereof and to pay any shortfall or deficiency thereby shown. The Borrower shall transfer and deliver to the Bank relative contracts, securities, bazar chits, bills, notes, hundies and all other documents sign/furnish all such deeds, documents, papers and furnish such other information and do all such acts, deeds and things as may be required by the Bank in connection with the above.
11. The Borrower shall pay any shortfall or deficiency if the net sum realised shall be insufficient to pay the said dues hereby secured and the Bank shall be at liberty to apply any other monies in the hands of the Bank standing to their credit or belonging to the Borrower in or towards the payment of the balances, provided that nothing herein contained shall in any manner prejudice or affect the remedy of the Bank against the Borrower personally.
12. If there shall be a surplus available in the hands of the Bank after payment of the said dues hereby secured, such surplus shall be applied by the Bank in payment or liquidation of all and any other monies which shall be or may become due from the Borrower to the Bank whether solely or jointly with any other person or persons or company.
13. 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 hereunder 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 related the said hypothecated receivables.

14. The Borrower hereby declares and guarantee that all the said hypothecated receivables present and future whether now hypothecated or which may be hypothecated in future are and shall be their absolute and unencumbered property with full power of realisation over all such hypothecated receivables.
15. Pending seizure by the Bank of the said hypothecated receivables and any documents, any realisation of the said hypothecated receivables received by the Borrower, shall be held as the Bank's exclusive property specifically appropriated to this security.
16. The Borrower agrees to accept as conclusive proof the correctness of any claims to be due from the Borrower to the Bank as per statement of account made out from the books of the Bank by the duly authorised officer of the Bank without the production of any other voucher, document or paper and the Borrower also agrees to repay the amount accrued but not actually debited to the account/s.
17. The Bank shall have all powers incidental to and necessary for the realisation of this security and the Borrower hereby irrevocably appoint the Bank at their risk and expenses as Attorney for and in their name or otherwise to do all such acts, deeds and things as may be necessary in connection with the same and shall, without prejudice to aforesaid powers conferred on the Bank, execute (if necessary) a power of attorney in favour of the Bank for the same and shall also execute such further documents and provide and furnish all information, reports, returns, certificates and statements as may be required by the Bank from time to time in connection with this security.
18. The Borrower hereby agree as a pre-condition of the said Loan granted to the Borrower by the Bank that in case the Borrower commits default in the repayment of the said Loan or in the repayment of interest thereon or any of the agreed installment of the said Loan or any other amount due under the said loan, on due date/s, the Bank or Reserve Bank of India will have an unqualified right to disclose or publish the Borrower's name as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
19. Nothing herein contained shall operate so as to merge or otherwise prejudice, affect or exclude 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 any of the Bank's right or remedies in respect of any such present or future security guarantee, obligation or decree for my/our indebtedness or liability to the Bank.
20. The Borrower shall not receive, compound or realise any of the said hypothecated receivables nor do anything whereby the recovery of the same may be impeded, delayed or prevented without the prior written consent of the Bank and will keep proper records/books of account and will at any time when required produce such records/books for inspection / audit of the Bank and allow the Bank through its Employees, Agents to have access thereto for inspection / audit and to make copies of or extracts therefrom.
21. This security shall be and remain as a continuing security for all their indebtedness and liabilities either alone or jointly with any other person/s on any account whatsoever and for the ultimate balance due to the Bank and will not be affected by any fluctuations in the said account or by the account being brought to credit at any time.
22. The Borrower confirms unconditionally and irrevocably that the Borrower shall have no objection in case the Bank decides to assign/sell a part of or the entire loan/alongwith securities of the said goods / hypothecated receivables to another bank / institution / limited company / Government body or department (assignee / buyer). In such case The Borrower shall become the primary Borrower of such assignee / buyer and shall at no point of time raise any objection, legal or otherwise regarding assignment, transfer and sale of the securities by the Bank in favour of the assignee / buyer.
23. If and whenever this security held by the Bank for their liability to the Bank for any third party's obligation to the Bank then the Bank without prejudice to its rights hereunder, shall be free without reference to the Borrower to deal with the Principal debtor and with any securities, obligations or decrees and generally to act as if the Borrower was/were primarily liable.
24. For the purpose of enabling the Bank to enforce the aforesaid charge and the rights hereby conferred on the Bank, the Borrower hereby irrevocably appoints the Bank and its officers as the Attorney or Attorneys of the Borrower in its name or otherwise.
 - a) To demand, sue for, recover and receive and give effectual receipts and discharges for the said hypothecated receivables hereby charged and also to refer to arbitration any difference or dispute raised by any debtor of the Borrower in respect of the said hypothecated receivables or other claims of the Borrower against such debtor.
 - b) To sign execute deliver for and on behalf of the Borrower any and all such documents of First legal charge as the case may be, required by the Bank on its moveable and immoveable assets, both present and future which the Borrower may have failed or refused to execute.
25. Without prejudice to the terms contained hereinabove, it shall be lawful for the Bank to debit the Loan account, Borrower's current account or any other account with the Bank, with the expenses incurred by the Bank towards inspection or valuation of the said hypothecated receivables or legal expenses or any other reasonable expenses incurred by the Bank for preservation and protection of the said goods or in pursuance of this Agreement.
26. (*Applicable for Partnership firms only) No change whatsoever in the constitution the Borrower being a partnership firm during the continuance of this Agreement shall impair or discharge our liability hereunder.
27. Any demand or notice to be made or given the Borrower shall be deemed to have been duly made or given by leaving the same at or posting the same by registered post / courier at Borrower's address mentioned in the Schedule and in the case of the Bank at the office where the said loan granted to the Borrower is maintained by the Bank and every such demand or notice shall be deemed to be received by either party as the case may be at the time at which it is left or on the expiry of the 4th day after date of posting in case of Registered post with acknowledgment due/ Courier
28. The Borrower shall pay on demand to the Bank all costs, charges, expenses legal or otherwise in connection with creation, preservation, defence and/or realisation of this security and recoveries of monies hereunder.
29. The Borrower represents and warrants that the Borrower is entitled to hypothecate the said receivables that the Tenants shall be entitled to hold and occupy the said premises, till such time the entire Term Loan together with interest and other monies of any value as is due to the Bank will be paid in full to the Bank.

In case of Individual

Signature

Name of the Borrower(s):

Signature

Name of Co-Borrower(s)

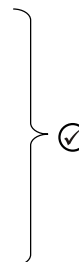
In case of Company

For Borrower

The Common Seal of

Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms.

_____ and Mr./Ms.
_____ and counter signed by Mr./Ms.
_____, authorized signatory.

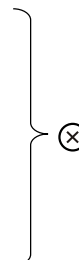


For Co-Borrower

The Common Seal of

Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms.

_____ and Mr./Ms.
_____ and counter signed by Mr./Ms.
_____, authorized signatory.



In case of Partnership Firm

For _____ (Borrower)

- 1.
- 2.
- 3.

For _____ (Co-Borrower)

- 1.
- 2.
- 3.

(Signature in individual capacity aand also as Partners of M/S

Incase of Sole Proprietorship Firm

For _____(Borrower(s))

For _____ (Co-Borrower(s))

Name of Proprietor

Name of Proprietor

In case of Society

SIGNED AND DELIVERED by withinnamed Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____

SIGNED AND DELIVERED by withinnamed Co-Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____

SCHEDULE

A) Place and Date of execution Date : _____ Place : _____

B) Borrower's Name: _____

C) Borrower's Address: _____

D) YES BANK Branch Address: _____

E) Amount: _____

F) Sanction letter date _____

G) Lease/Tenancy/Leave and License Agreements and details of Tenants:

Agreement	Dated	Tenant	Property details

Annexure 1

(Attach details of rent receivables etc.)

Tenant's name	Tenure	Property/Unit Description	Amount of rentals	Periodicity of payment of rentals	Any other remark

In case of Individual

Signature

Name of the Borrower(s):

Signature

Name of Co-Borrower(s)

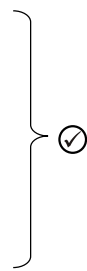
In case of Company

For Borrower

The Common Seal of

Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms.

_____ and Mr./Ms.
_____ and counter signed by Mr./Ms.
_____, authorized signatory.

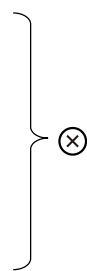


For Co-Borrower

The Common Seal of

Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms.

_____ and Mr./Ms.
_____ and counter signed by Mr./Ms.
_____, authorized signatory.



In case of Partnership Firm

For _____ (Borrower)

- 1.
- 2.
- 3.

For _____ (Co-Borrower)

- 1.
- 2.
- 3.

(Signature in individual capacity and also as Partners of M/S

Incase of Sole Proprietorship Firm

For _____ (Borrower(s))

For _____ (Co-Borrower(s))

Name of Proprietor

Name of Proprietor

In case of Society

SIGNED AND DELIVERED by withinnamed Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____

SIGNED AND DELIVERED by withinnamed Co-Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____

IRREVOCABLE POWER OF ATTORNEY

WHEREAS, YES BANK Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 9th Floor, Nehru Centre, Discovery of India Building, Dr. A B Road, Worli, Mumbai – 400 018 and Branch office at the place as specified in the Schedule (hereinafter referred to as the " Bank"), which term shall include its successors, administrators and assigns) has at my/ our request granted me/ us, (more particularly specified in the Schedule) a Lease Rent Discounting facility ("Facility") with a total limit as specified in the Schedule, on such terms and conditions in terms of the sanction letter and the Lease Rent Discounting Agreement(hereinafter referred to as "Loan Agreement" which term shall include supplements and amendments to the same) executed between the Borrower and the Bank as more particularly specified in the Schedule.

WHEREAS the terms and conditions of the said Loan Agreement require repayment of outstanding amount in respect of the Facility together with interest, all costs, charges and expenses to be secured by such security as may be required by the Bank including mortgage of the real estate property in relation to the said facility (" Property").

Whereas in consideration of the Bank having sanctioned the said facility at my/our request, I/We have created or agreed to create security including mortgage of the real estate property , more particularly specified in the Schedule in relation to the said Facility as required or may be required in future by the Bank.

Whereas I/We have also agreed to hypothecate in favour of the Bank the lease rent receivables ("Receivables") due from the Lessee/Licensee/Sub Tenants/Tenants/Occupants ("Lessee(s)") accruing from the letting out of the said property.

WHEREAS in consideration of the Bank having granted the said Facility and in order to adequately secure the loan so granted at my/our request, I/ We have agreed to appoint the Bank as its true and lawful attorney authorizing the Bank to do all the acts and deeds as may be deemed necessary on my/ our behalf.

NOW KNOW ALL MEN AND THESE PRESENTS WITNESS that I/ We do hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers or agents as my/ our true and lawful attorney for me/ us in my/ our name and on behalf and at my/ our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things in respect of the Property and / or Receivables:

1. To create the mortgage of the Property in its name or in its nominees name.
2. To register the Property in the land registry or municipal records;
3. To represent the Borrower before the governmental or any other authorities in relation to the Property;
4. To do all acts and deeds such as signing documents or applications to give effect to such acts or deeds
5. To appoint proxy or proxies for the purpose of representing the Borrower and voting in the meeting of the Co-operative Society or Compendium of which the Borrower is a member in relation to the Property;
6. To apply for, receive and appropriate it towards the Borrower's liability under the Facility, any amount due to the Borrower from his employer
7. To demand, collect and appropriate the lease rentals due, both present and future, and payable by Lessee(s).
8. To give effectual discharge for the lease rentals so received.
9. To compromise, compound or settle any debt due and payable to me/us by the Lessee(s) on such terms and conditions as the Attorney may think fit.
10. To appropriate the Lease rentals received towards the settlement of the amounts due from me/us to the Attorney under the said loan Agreement in the manner set out in the said Sanction Letter issued by the Bank.
11. To institute suits or other legal proceedings including arbitration for the recovery of the rentals, fees, compensation, or receivables by whatever name called from such Tenants.
12. To effectively make application(s) to the appropriate court(s)/ Legal forum(s) for the attachment and realisation of the Receivables/ assets for and on behalf of us in the case of any failure on the part of Lessee/Licensee/Sub Tenants/Tenants/Occupants to pay the rentals, fees, compensation, or receivables (by whatever name called) on due date(s) in terms of the Sanction Letter.
13. To defend any suit or proceedings filed against us in respect of or connection to the various Agreements for letting out of the said Property.

14. To engage advocates and counsels for the above and to sign vakalatnamas for their appointment.
15. To sign, affirm, declare and file plaints, written statements, affidavits, counter replies and such other papers and documents as may be required in connection with the legal proceedings instituted by or against me/us.
16. To accept service of any writs, summons or any other court process in any legal proceeding instituted against me/us.
17. To be present before any court or any other authority including a tribunal or an arbitrator in any legal proceeding instituted by or against me/us in respect of the premises and

In general to do all acts, deeds and things as may be necessary to give effect to the powers bestowed through this power of attorney.

I/We agree that I/We shall ratify and confirm all acts things deeds performed or to be performed by the Bank or it nominees or substitutes in pursuance of the Powers hereby conferred.

The powers vested in the Bank shall be irrevocable and subsist in favour of the Bank till all my/ our dues to the Bank are fully satisfied.

The aforesaid powers may be exercised by the Bank in its sole discretion but the exercise of the power is not obligatory on the Bank.

The aforesaid powers or any of them shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.

I/We also agree(s) and undertake(s) to execute a Power of Attorney for this purpose in favour of the Bank or any other person as directed by the Bank authorizing the Bank or such other person the aforesaid powers on my/ our behalf.

I/We hereby declare that the appointment of the Bank as our attorney shall be irrevocable and be binding on my/ our legal heirs, executors, successors, administrators and assigns.

I/ We hereby further declare that this POWER OF ATTORNEY is granted to the Bank 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 Bank shall be entitled to exercise all or any of the powers hereby conferred at any time and to this intent it shall not be determined by the death, insolvency, bankruptcy, insanity of any or all of us.

Borrower(s)	Name	Signature
1st Borrower	_____	_____
2nd Borrower	_____	_____
3rd Borrower	_____	_____

This day at _____

Before Me (seal)

Notary Public

Name and Signature

LETTER OF DEMAND FOR PAYMENT OF MONTHLY RECEIVABLES TO BE ISSUED BY BORROWER / LANDLORD

Date: -----

Name and Address of Lessee(s): -----

Dear Sir,

SUB: Payment of Rents or Fees or Compensation or Receivables (by whatever name called) into the Designated Account of _____ with YES Bank.

With reference to the above subject, I/We has/have been granted certain credit facilities by YES Bank Limited against inter alia, the securitisation/security of lease rentals/Receivable/fees/compensation (hereinafter referred to as "Receivables") due from you as the Lessee/Tenant/Licensee ["Lessee(s)"] of the said premises situated at _____. In pursuance thereof, I/We have executed a Deed of Hypothecation of Receivables thereby charging the said lease rentals due from you in favour of the Bank.

In this regard, the I/We have also executed a Power of Attorney dated _____ and have unconditionally and irrevocably authorised YES Bank to demand, collect and issue receipts of discharge for the payment of monthly receivables (both present and future) by whatever name called, due from you.

In view of the above, you as our Lessee(s) are hereby requested that on due dates, all the said receivables shall be payable directly into my/our Designated Account *No. _____ maintained with YES Bank (*Give the details of the said Account), _____ (Branch) till such time a 'No Objection' is given in writing by the YES Bank forgoing their claim on such future receivables.

The above mentioned Designated Account shall be kept free from any encumbrances and shall not draw any cheque, draft or other negotiable instruments on the said account till such time the entire financial assistance availed by me/us from the Bank is repaid to the satisfaction of the Bank.

In view of the above facts, we hereby request you to directly deposit all the present and future said Receivables (by whatever name called) payable on due dates in the said Designated Account No. _____ by drawing cheques/Pay Orders/Demand Drafts in favour of _____.

Please note that by acceptance of this letter, you are bound not to take note of any other liability or interest on the said Receivables or any instruction from us or our agents till such time a copy of the Bank's 'No Objection' in writing forgoing their claim on such future receivables is shown to you.

1. You shall in no way be liable except to the extent of remitting the amount being the receivables to the Designated account on due dates for any liability that the party has incurred or may incur or for any action that the Bank may take against us;
2. You will not raise any claim, lien or charge on the said receivables during the tenure of the said loan and it shall be kept free from any encumbrances;
3. Your rights and interests in the said premises shall always be subservient to all the Bank's rights under the various Loan and security Agreements executed with us and nothing contained in Lease Agreement shall
4. Affect the Bank's rights and interests in the said premises;
5. Any enhancement in the said receivables due under the Lease Agreement shall also be directly remitted to the Designated account without the same being demanded by the Bank and you shall not pay the enhanced portion directly to us till such time the loan is in force;
6. You are bound not to take note of any other liability or interest on the said Receivables or any instruction from us or our agents till such time a copy of the Bank's 'No Objection' in writing forgoing their claim on such future receivables is shown to you.

Please take note of the fact that the premises in question have been mortgaged to YES bank for the financial assistance availed by me/us. Please keep the bank informed in case of premature termination.

You are requested to sign the duplicate of this letter in acceptance of the above terms.

Thanking you,
Yours faithfully,

(Borrower/ Landlord)
CC: YES BANK Limited

I irrevocably and unconditionally accept the contents of your letter and agree to abide by the same.

****Signature**

[Lessee(s)] **As per the constitution of the Lessee(s)

Declaration (Lease Rental Discounting)

To,

YES BANK Limited,

Dear Sir,

Subject: Our application for Term Loan against Rental Receivables.

I/We are aware that, as per the terms of the above referred Term Loan Facility by us, a Special Purpose Account No. designated in our name, has been opened by you. The detail of the account no. as below:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby confirm that this account will be utilized exclusively for crediting our Rental Receivables and for debiting the EMI and charges if any payable by us as per the due dates under the Term Loan facility availed by us.

I/We are aware that this account is not accessible by us for any other banking transaction other than the purpose mentioned above.

I/We undertake to maintain sufficient balances to cover the Loan Repayment Dues (and charges,if any) on the stipulated due dates. I also understand that failure to repay my / are loan amount through this standing instruction shall be treated as a default in repayment of dues and all charges/penalties/levies as covered by the agreement will hold good towards the non-payment of obligations

I/We irrevocable authorize you to debit this account for the EMI of Rs._____ and charges if any payable by us / me towards the loan facility availed by us from you against the Rental Receivables.

I/We request you to transfer any balance amount lying to the credit of the above referred account (after recovering the dues payable for the month) to our current account No. _____

I/We undertake not to close the aforesaid special purpose account unless all the dues payable to YES BANK under the facility is repaid in full and a written discharge is issued by YES BANK to the effect.

I/We also understand and accept that the Bank will have the right to set-off, without prior intimation to me, the available balances in the designated account for recovery of overdue installments and/or charges (if any) in the loan amount.

I / We also understand that this special purpose account would be closed by the bank after the contractual maturity or termination of the Term Loan Facility availed by us and after all dues have been repaid in full.

Thanking You,

Yours Truly,

<hr style="width: 80%; margin: 0 auto;"/> Customer Name	<hr style="width: 80%; margin: 0 auto;"/> Customer Signature
--	---

(*Please affix a rubber stamp in case of companies, proprietorships, partnerships etc.)

VERIFIED (PLEASE TICK)	
Customer Account Number	
Customer Signature	
Customer Account Status is Active	
Mode of Operation Verified	

Name: _____

EMP Code: _____

Signature of YES BANK Official _____

DECLARATION CUM INDEMNITY

In the matter of loan/ credit facilities in the sum/ limit of Rs. _____ ("the facility") granted/ to be granted by Yes Bank Limited to _____ (collectively, "the borrower")
And

In the matter of creation of security by equitable mortgage by deposit of title deeds as security therefore.

I/ We _____ residing at _____

AND/ OR

We, being the partners of _____, a partnership firm, having our place of business at _____

AND/ OR

_____, a company incorporated under the Companies Act, 1956 having our registered office at _____

(hereinafter referred/ collectively referred to as "the Mortgagor") do hereby solemnly affirm and declare as under:

1. As more particularly recorded in the Memorandum Recording The Past Transaction Of Creation Of Equitable Mortgage By Deposit of Title Deeds dated the ___ day of ____ 20_ executed by me/us, on the __ day of ____ 20_ I / we have mortgaged the premises situated at _____

("the Premises") in favour of YES BANK Limited ("the Bank") as security for the due repayment to the Bank of all amounts payable by the Borrower to the Bank under the Facility sanctioned under the Loan Agreement executed between the Borrower and the Bank in connection with the Facility ("the Borrower's Dues"). At the time of creation of the said equitable mortgage by deposit of title deeds, I/ We have declared and represented to the Bank as under:

(i) (a) That I am /we are a registered member of _____ Co-operative Housing Society Limited, (hereinafter called "the Society" or "the Company") and as such member I am /we are the owner(s) of ___ shares of the Society / Company bearing Distinctive Nos. ____ to ____ (both inclusive) (hereinafter called "the said Shares") comprised in Share Certificate No.____ dated _____ issued by the said Society / Company and which Share Certificates stand in my/our name(s);

(i) (b) That by reason of the aforesaid shareholding, as such member, I am / we are entitled to the exclusive possession, use and occupation of the Premises on what is popularly referred to as "ownership basis". (In this Declaration, the term "Premises" shall, unless repugnant to the context or meaning thereof, include also the said Shares).

OR

(i) That I am / we are the owner(s) of and am/are absolutely seized and possessed of and entitled to the Premises.

(ii) That I/we have a clear and marketable title to the Premises free from all encumbrances, deficiencies and/or defects and no other person has any share, right, title, interest or claim in, to or upon the Premises which have been acquired by me/us under an Indenture of Conveyance / Lease / Sale Deed/ Power of Attorney / _____ dated _____.

(iii) That the Premises are free from and are not subject to any mortgage (except the abovementioned mortgage in favour of the Bank), charge, lien, trust, negative covenant, right of way, trespass, occupation/possession by any third party, claim, demand, lis pendens, legal proceeding, attachment, injunction, notice or other encumbrance, order, process, impediment or any other process issued by any court or other authority and no suit, action or other proceeding is pending in respect of the Premises and no adverse claims have been made and no notice for acquisition or requisition has been issued or received by me/us or any other person in respect of the Premises or any part thereof.

(iv) That, save and except as may have been otherwise intimated by me/us to the Bank in writing, the Premises are in my/our exclusive possession and no adverse claim has been made in respect of the Premises.

(v) That all applicable provisions of the Urban Land (Ceiling and Regulation) Act, 1976 for transferring the Premises in favour of the Bank by way of mortgage have been duly complied with.

(vi) That I / we have duly paid and will at all times during the subsistence of the aforesaid mortgage / until the Borrower's Dues have paid to the Bank in full, continue to duly pay the rates, taxes, cesses, assessments, revenues, duties and other outgoings and amounts now or hereafter due or payable in respect of the Premises.

(vii) That I/we have duly observed, performed and complied with and shall at all times during the subsistence of the aforesaid mortgage / until the Borrower's Dues have paid to the Bank in full, continue to duly observe, perform and comply with all the rules, regulations, laws, bye-laws, covenants, terms and conditions in connection with the Premises.

(viii) That I/we have not done and shall not at any time do any act, deed, matter or thing which may adversely affect or prejudice in any manner the Bank's security and/or interests.

(ix) That I/we will not sell, transfer, assign, let out, encumber, mortgage, transfer, charge, grant any leave or license, induct any person in or part with or otherwise deal with the Premises during the subsistence of the mortgage / until the Borrower's Dues have paid to the Bank in full, unless I/we have first obtained the Bank's written permission to do so (which permission the Bank shall be entitled to withhold or refuse without assigning any reason).

(x) That I/we has/have obtained the permission of the concerned Society / Association / Company / Owner / Builder and / and all other competent authorities and persons for creating a mortgage of the Premises in favour of the Bank.

(xi) That I/we has/have acquired the Premises with my/our self acquired funds and no other person has any share, right, title or interest of any kind or nature whatsoever in the Premises.

(xii) That I/we has/have the necessary power and am/are free to secure the Borrower's Dues in the manner done by me/us and I/we am/are not under any statutory, contractual or other restriction or disability to do so.

(xiii) That I/we will at all times and as and when called upon to do so by the Bank, make out a clear and marketable title to the Premises to the satisfaction of the Bank and/or its legal counsel, free from all reasonable doubts, claims and encumbrances.

(xiv) That I/we has/have not received any notice of any intended or compulsory acquisition or requisition of the Premises and to the best of my/our knowledge no notice or notification of any kind that will adversely affect Premises in any manner has been issued or published nor are the Premises reserved for any purpose.

(xv) That I/we have observed and performed and will duly observe and perform all the rules, regulations and bye-laws of the Society, Company or other Association formed/ to be formed and the terms and conditions on which the Premises have been acquired and that I/we will not do or omit to do anything whereby the Premises or the Bank's security or interests may be prejudicially affected in any manner whatsoever.

(xvi) That I/we have duly paid and will duly pay the rates, income-tax and other taxes, cesses, assessments, revenues, duties, outgoings, society charges, public demands, and other amounts now or hereafter due in respect of the Premises and that at present there are no arrears of such rates, taxes, cesses, revenues, etc. and no demand is outstanding and no attachments or warrants have been served on me/us in respect of Sales Tax, Government Revenue and other taxes or dues and there are no disputes or claims existing or anticipated concerning the Premises.

(xvii) That I/we have not entered into any agreement for sale or otherwise with any person or party in respect of the Premises.

(xviii) That I/we have furnished all the documents of title related to the Premises in my/our possession to you and the same may be retained or dealt with in such manner as the Bank may deem fit.

(xix) That I/we have in my / our possession, power and control only those documents, evidences and writings relating to the Premises which have been handed over to the Bank. If at any time hereafter any further title deeds relating to the Premises come into my/our possession, power or control, I/we shall hand over the same to the Bank to perfect the security created/proposed to be created by me/us over and in respect of the Premises in favour of the Bank.

(xx) That the Mortgagor has at its General Meeting duly passed a resolution under Sections 180(l)(a) of the Companies Act, 1956 authorising creation of the mortgage over the Premises in favour of the Bank as mentioned hereinabove (a certified true copy of which resolution has been handed over to the Bank) and the said resolution is in full force and effect and has not been varied or rescinded. (This clause shall be inapplicable if the Mortgagor is not a company or if none of the Mortgagors is a company).

(xxi) That no material change has taken place which would affect the construction / purchase / title of the Premises where the Premises are at present under construction.

(xxii) That I/we am/are not aware of any document /judgement / order or legal process or latent/patent defect in my/our title to the Premises which may prejudicially affect the interest of the Bank.

(xxiii) That I/we have scrutinised the building plans, Commencement Certificate and all the requisite permissions pertaining to the Premises and that the construction is in accordance with law, as per the approved plans, certificates and permissions and of a satisfactory and standard quality.

(xxiv) That I/we have disclosed all facts relating to the Premises to the Bank in writing and have made available to the Bank all documents of title and other deeds and writings in my/our possession and power relating to the Premises. I/We confirm the accuracy of all information given by me/us in this regard and also confirm that all prior or subsequent information furnished by me/us in this behalf is/will be true, complete and accurate in every way and the Bank may act on the basis of the said information, particulars and documents.

2. I/We hereby agree and undertake to indemnify and keep the Bank fully indemnified, saved and harmless of, from and against any loss, damage, expense, risk and all consequences that might arise to the Bank on account of any defect in my/our title to the Premises and/or any declaration, statement or assurance being incorrect and/or any breach by me/us of any declaration, statement, assurance or covenant herein and/or on account of any non-performance or non-observance or breach by me/us and/or the Borrower of any terms, clause, conditions or

covenants of any document governing the said Facility or any other document or any claim, demand or risk however arising to the Bank with reference to the Premises.

3. I am / We are making the aforesaid statements and giving the aforesaid declarations and indemnity solemnly and sincerely believing the same to be true and knowing fully well that based on the statements, declarations and indemnities aforesaid the Bank has agreed/may agree to sanction the Facility and to accept mortgage of the Premises.

4. My/Our liability under this Declaration-cum-Indemnity shall be joint and several.

5. Any matter or issue arising under this Declaration - Cum - Indemnity or any dispute hereunder shall, at the Bank's discretion, be subject to the non- exclusive jurisdiction of the Courts of the city of _____.

Solemnly declared by the abovenamed:

- 1. _____
- 2. _____
- 3. _____

through its _____

- 1. Mr. _____
- 2. Mr. _____
- 3. Mr. _____

DECLARATION CUM UNDERTAKING

YES BANK Ltd.
.....

This Declaration cum Undertaking made by such persons more particularly described in the Schedule hereto (hereinafter referred to as the "Borrower").

(Capitalized Terms used in these presents unless specifically admitted herender shall have the meaning specified in the Lease Rent

Discounting Agreement entered into between the Borrower and YES BANK Limited details whereof are provided in the Schedule)

The Borrower does hereby solemnly declare and state as follows:

1. I/We am/are the owner(s) of the premises situated as specified in the Schedule, (hereinafter called "premises") and I/We am duly authorised to execute this Undertaking. The Undertaking so made by me shall be binding and enforceable on me and my heirs, successors and permitted assigns.
2. I/We say that I/We have entered into a Leave and Licence Agreement/Lease Deed/Tenancy Agreement with such lessees/ tenants (as per Annexure 1 attached hereto and hereinafter referred to as the "Lease Agreement"), wherein I/We have given on Leave and Licence/Lease /Tenancy basis the above said premises owned by me/us.
3. I/WE say that pursuant to the said Agreement, the lessees/ tenants have to pay license fees/Rentals/Compensation/Receivables on monthly/_____ basis to me after deduction of TDS, if any, as applicable (hereinafter referred to as "Receivables" and as per Annexure 1 attached hereto).
4. I/We say that I/We have been sanctioned a lease rent discounting facility more particularly described in the Schedule hereto (hereinafter referred to as "the loan") by YES BANK Limited through its Branch more particularly described in the Schedule hereto on the terms and conditions contained in the Lease Rent Discounting Agreement and Sanction more particularly described in the Schedule hereto (hereinafter collectively referred to as the "Loan Agreement" which terms shall include amendments and supplements made to the same from time to time)
5. I/We say that in terms of the said Loan Agreement I/We have agreed to repay the said loan from the said monthly Receivables due from the Lessees.
6. I/We further undertake to remit the balance of amount due towards the loan repayment, if in case the said Receivables are insufficient to meet the loan repayment.
7. I/We hereby authorize the Bank to set off/ adjust the said Receivables due to me in terms of the Loan Agreement i.e. the net of taxes and other charges and credited into the designated account opened with the Bank towards the loan repayment. This declaration cum undertaking shall remain irrevocable and shall be in force till such time the entire said loan is repaid by me/us to the Bank.
8. The said set off /adjustment by the Bank shall be a valid discharge by the Bank in terms of the Loan Agreement.
9. I/We say and confirm that the said Receivables due to me/us under the said Lease Agreement is free from any charge, encumbrance, lis pendens or any other third party interest.
10. I/We say and undertake that the said receivables by way of Licence/Lease fees shall at all times be kept free from any charge, encumbrance and I/We further undertake not to assign the same to any third party till all the dues of the Bank are paid.
11. I/We undertake that I/We shall ensure that no modification shall be made in the Lease Agreement without the written prior permission of the Bank.
12. I/We undertake that in the event of premature termination of tenure of the Lease, the Bank shall be intimated forthwith. Further I/We shall ensure forthwith and /or arrange to give the said premises on leave and license basis to any third party and securitize the lease rentals to the Bank and shall ensure that the new lessee will be bound on the same terms and conditions of the existing Lease Agreement, to pay the lease receivables directly to the Bank and shall obtain such documents and undertaking as may be required and or demanded by the Bank. In the event, I/We is/are not able to get a new Lessee for the premises then, I/We undertake to repay the entire outstanding dues to either repay the entire outstanding dues forthwith to the Bank.
13. I/We undertake that I/We shall do all acts, deeds and things necessary, if any required by the Bank, from time to time, to give effect to the above adjustment of said Receivables towards the dues of the Bank.
14. I/We also agree and undertake to give such declarations, undertakings and other writings as may be required by the Bank, their Advocates and Solicitors and satisfactorily comply with all other requirements submitted by or on behalf of the Bank.
15. I/We am not aware of any act, deed, matter or thing or circumstances, which prevents the Bank from adjusting its dues against the lease rentals as above.

AND I/We make the aforesaid declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith thereof, the Bank has agreed to sanction the loan to me/us for the purpose as aforesaid mentioned.

In case of Individual

Signature Signature
Name of the Borrower(s):

Name of Co-Borrower(s)

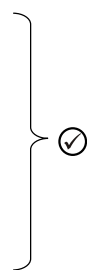
In case of Company

For Borrower

The Common Seal of

Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms.

_____ and Mr./Ms.
_____ and counter signed by Mr./Ms.
_____, authorized signatory.

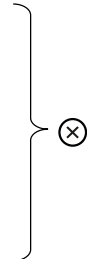


For Co-Borrower

The Common Seal of

Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms.

_____ and Mr./Ms.
_____ and counter signed by Mr./Ms.
_____, authorized signatory.



In case of Partnership Firm

For _____ (Borrower)

- 1.
- 2.
- 3.

For _____ (Co-Borrower)

- 1.
- 2.
- 3.

(Signature in individual capacity and also as Partners of M/S

In case of Sole Proprietorship Firm

For _____ (Borrower(s))

For _____ (Co-Borrower(s))

Name of Proprietor

Name of Proprietor

In case of Society

SIGNED AND DELIVERED by withinnamed Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____

SIGNED AND DELIVERED by withinnamed Co-Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____

SCHEDULE

A) Place and Date of execution Date : _____ Place : _____

B) Borrower's Name: _____

C) Borrower's Address: _____

D) YES BANK Branch Address: _____

E) Amount: _____

F) Sanction letter date _____

G) Lease/Tenancy/Leave and License Agreements and details of Tenants:

Agreement	Dated	Tenant	Property details

Annexure 1

(Attach details of rent receivables etc.)

Tenant's name	Tenure	Property/Unit Description	Amount of rentals	Periodicity of payment of rentals	Any other remark

In case of Individual

Signature

Signature

Name of the Borrower(s):

Name of Co-Borrower(s)

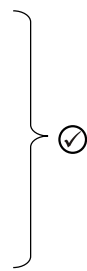
In case of Company

For Borrower

The Common Seal of

Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms.

_____ and Mr./Ms.
_____ and counter signed by Mr./Ms.
_____, authorized signatory.

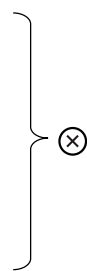


For Co-Borrower

The Common Seal of

Limited has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on _____ in the presence of Mr./Ms.

_____ and Mr./Ms.
_____ and counter signed by Mr./Ms.
_____, authorized signatory.



In case of Partnership Firm

For _____ (Borrower)

- 1.
- 2.
- 3.

For _____ (Co-Borrower)

- 1.
- 2.
- 3.

(Signature in individual capacity and also as Partners of M/S

Incase of Sole Proprietorship Firm

For _____ (Borrower(s))

For _____ (Co-Borrower(s))

Name of Proprietor

Name of Proprietor

In case of Society

SIGNED AND DELIVERED by withinnamed Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____

SIGNED AND DELIVERED by withinnamed Co-Borrower M/s _____ through the hands of its duly authorized signatory Mr. _____ (Designation) in the presence of Mr. _____