**AGREEMENT OF PLEDGE OVER MOVABLE ASSETS**

***(or Agreement of Pledge over a Right of Claim or Other Ownership Right)***

**Stipulated on** \_\_\_\_\_\_\_\_\_\_ *(state the date of stipulation of the Agreement)* **in** \_\_\_\_\_\_\_\_\_\_ *(state the place of stipulation of the Agreement)* **between:**

1. \_\_\_\_\_\_\_\_\_\_ *(state the business name of the Pledge Creditor*) from \_\_\_\_\_\_\_\_\_\_ (*state the exact address of the Pledge Creditor's registered office)*, registration number \_\_\_\_\_\_\_\_\_\_ (*state the number under which the Pledge Creditor is registered and the name of the register*) (hereinafter: **the Pledge Creditor**), represented by \_\_\_\_\_\_\_\_\_\_ *(state the first and last* *name and capacity of the person indicated as a representative or proxy, if the Agreement is stipulated through a proxy)*,

**and**

1. \_\_\_\_\_\_\_\_\_\_ *(state the Pledger's first and last name)* from \_\_\_\_\_\_\_\_\_\_ *(state the Pledger's place and address of residence)*, JMBG[[1]](#footnote-1) \_\_\_\_\_\_\_\_\_\_ *(if the Pledger is a domestic national, state his/her JMBG, and if s/he is a foreign national, state his/her passport number and country of issue)* (hereinafter: **the Pledger**).

**Article 1**

The Pledge Creditor and the Pledger (hereinafter: the **Contracting Parties**) hereby agree that the object of this Agreement is to constitute and establish a right of pledge over the Pledger's movable assets/rights *(depending on whether the pledged asset is a movable asset or right)*, for the purpose of securing the Pledge Creditor’s claim *(provide a description of the secured claim, for instance, the name and date of stipulation of the contract)*.

The right of pledge secures the Pledge Creditor's claim towards the Pledger, in the amount of \_\_\_\_\_\_\_\_\_\_ *(state* ***the exact amount and currency of the******principal amount of the secured claim****),* which shall be paid by \_\_\_\_\_\_\_\_\_\_ *(state* ***the maturity date of the claim****).*

If the Pledger fails to effect the payment within the term referred to in paragraph 2 of this Article, the Contracting Parties hereby agree that the Pledge Creditor may satisfy the principal claim, accrued interest, as well as other costs incurred by the Pledge Creditor in satisfying its claim, in the amount of \_\_\_\_\_\_\_\_\_\_ *(state* ***the exact amount and currency of the maximum amount of the secured claim****)*,

**Article 2**

For the purpose of securing the Pledge Creditor's monetary claim referred to in Article 1 of the Agreement, the Pledger hereby pledges the movable asset *(or the right of claim or other property right, if the object of the pledge is a right)* that s/he owns, as follows:

***For instance:***

*Truck, registration designation/number\_\_\_\_\_\_\_\_\_\_\_\_\_, mark\_\_\_\_\_\_\_\_\_\_, type/model \_\_\_\_\_\_\_\_\_, chassis number \_\_\_\_\_\_\_\_\_\_\_\_, engine number \_\_\_\_\_\_\_\_\_\_\_, year of production \_\_\_\_\_\_\_\_\_\_\_\_, engine power \_\_\_\_\_\_\_\_\_\_\_\_, capacity \_\_\_\_\_\_\_\_\_\_\_, load capacity \_\_\_\_\_\_\_\_.*

***or***

*right of claim under the Business Premises Lease Agreement, stipulated between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_.*

**Article 3**

The Contracting Parties hereby agree that the Pledger:

* shall retain possession of the pledged asset referred to in Article 2 of this Agreement and may use it in accordance with its intended purpose;
* may lease or transfer ownership of the pledged asset to a third party;
* may re-pledge the pledged asset.

**Article 4**

The Pledger undertakes the obligation to register the pledge right over the pledged asset/right referred to in Article 2 of this Agreement with the Serbian Business Registers Agency, the Register of Pledges over Movable Property and Rights, within 8 days from the date of stipulation of this Agreement.

Should the Pledger fail to perform the obligation referred to in paragraph 1 of this Article, s/he agrees that the Pledge Creditor registers the pledge right under this Agreement.

**Article 5**

The Pledger undertakes to:

* inform the Pledge Creditor of any change of his/her address;
* submit an application to register the change of data and the pledge right at the new owner’s expense without delay, in case of sale of the object of pledge and transfer of ownership to a third party.

**Article 6**

Should the Pledger fail to perform the obligation on maturity, the Pledge Creditor is oblged to:

* inform the Pledger and the third party holding the pledged asset of its intention to settle its matured claim from the value of the object of the right of pledge;
* request that an annotation that the settlement procedure has started be entered in the Pledge Register.

**Article 7**

Any legal matters not addressed herein shall be governed by the provisions of the Law on Pledge of Movable Assets Registered in the Pledge Register (Official Gazette of the RS, Nos. 57/03, 61/05, 64/06, 99/11 and 31/19) and regulations governing obligations and property relations.

**Article 8**

The Contracting Parties hereby agree to resolve any disputes by common accord, and if the disputed issue is not resolved by common accord, they agree to refer the matter to the competence of the \_\_\_\_\_\_\_\_\_\_ *(state the* ***name of the court of subject-matter jurisdiction*** *whose jurisdiction is being agreed by the Contracting Parties).*

**Article 9**

This Agreement has been drafted in five (5) identical copies, of which two (2) shall be retained by each Contracting Party and one (1) copy shall be submitted to the Pledge Register, as the legal grounds for the registration of the pledge right.

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| **THE PLEDGER**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(first and last name)* | **THE PLEDGE CREDITOR**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(first and last name*  *and capacity of the signatory)* |

1. Unique master citizen’s number (*in Serbian*: **J**edinstveni **m**atični **b**roj **g**rađana - JMBG) [↑](#footnote-ref-1)