

ANNEXURE "A"

**DECLARATION CUM INDEMNITY TO BE EXECUTED BY ALL THE LEGAL HEIRS
OF A DECEASED BORROWER FOR RELEASE / RETURN OF TITLE DEEDS
(to be stamped with Rs.600/- and notarized)**

We

- (1) Shri. / Smt. _____, aged _____ years, residing at _____, hereinafter referred to as **"The Principal Party no. 01"**
- (2) Shri. / Smt. _____ aged _____ years, residing at _____, hereinafter referred to as **"The Principal Party no. 02"**
- (3) Shri. / Smt. _____ aged _____ years, residing at _____, hereinafter referred to as **"The Principal Party no. 03"**
- (4) #Mast/Ms. _____ aged _____ years, being minor through his/her natural guardian Shri. / Smt. _____, residing at _____, hereinafter referred to as **"The Principal Party no. 04"**

The Principal Party no. 01, 02, 03 and 04 are hereinafter collectively referred as **"The Principal Parties"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators) of the **FIRST PART**.

IN FAVOR OF

Abhyudaya Co-operative Bank Ltd, A Multi-State Scheduled Co-operative Bank Ltd, registered by conversion under the provisions of the Multi-State Co-operative Societies Act, 2002 and having its Administrative Office at K. K. Tower, G. D. Ambekar Marg, Abhyudaya Bank Lane, Parel Village, Mumbai 400 012 and having one of its Branch at _____, hereinafter referred as **"The Bank"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns)

WHEREAS, upon the request of Shri./Smt. _____, the Bank had sanctioned _____ loan of Rs. _____/- (Rupees _____ Only) on _____ repayable in _____ EMIs bearing Loan A/c No. _____ (**"the said Loan"**).

AND WHEREAS,

- i. Shri. / Smt. _____ had deposited the Original title deeds relating to his/her property being _____, situated at _____

_____ as security for the due repayment of the said Loan.

- ii. The Principal Parties confirm and assure the Bank that Shri./Smt. _____ has expired intestate on _____ leaving behind the Principal Parties as the only legal heirs to his/her properties as per the provisions of law applicable to them.
- iii. The said loan for which the title deeds were deposited with the Bank by Late Shri. / Smt. _____ has been repaid in its entirety and the said Loan is closed on _____.
- iv. The Principal Parties confirm, declare and assure the Bank that there are no other heirs of Late Shri. / Smt. _____ to claim the release/return of the title deeds except the Principal Parties.
- v. The Principal Parties have approached the Bank with a request to return / release the Original title deeds deposited by Shri. _____ in favour of _____.
- vi. #The Principal Parties further assure and confirm that the Minor/s being Principal Party No./ Nos. _____ herein, shall not have any claim, objection of whatsoever nature even on attaining majority in the event of the Bank releasing the Original Title deeds/ documents in favour of Shri. /Smt. _____
- vii. The Bank has adhered to the request of the Principal Parties to release/return the Original title deeds in favour of Shri./Smt. _____ subject to execution of this Declaration cum Indemnity.
- viii. *Owing to some unavoidable circumstances, the Legal heir/s of the deceased Borrower/s could not collect the Original title deeds/documents within a period of 30 days from the closure of the said loan.
- ix. The Legal heirs of the deceased Borrower/s shall not have any other claim from the Bank upon release of the Original Title Deeds/documents and the Bank hereby stands fully discharged.

NOW IN CONSIDERATION of the Bank releasing /returning the Original title deeds, deposited with the Bank at the time of availing the said Loan to Shri./Smt. _____, the Principal Parties hereby for themselves and their heirs and executors, indemnify and agree to keep and hold indemnified the Bank and its Officers against every and all losses, claims, damages, proceedings, charges and expenses etc that may arise anytime in future on account of any legal heirs or third party raising a dispute

against the Bank regarding the release/return of the Original title deeds to Shri./Smt. _____ on the strength of these representations.

WHATEVER stated herein above is true and correct to the best of our knowledge and belief.

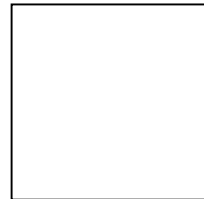
Solemnly affirmed at _____ on this ___ day of _____, 20_____

Photo & Signature of the Principal Parties

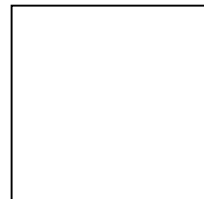
1. Shri. / Smt. _____



2. Shri. / Smt. _____



3. Shri. / Smt. _____



4. #Mast/Ms. _____, being minor
Through natural Guardian Shri. /Smt.
_____ (signature
Of guardian)



Identified by me

Advocate, High Court

Notary

Note:

- (i) *Applicable if the Legal heir/s of the Deceased Borrower/s collect the Original Title Deeds/Documents after the stipulated period of 30 days.
- (ii) # Applicable for a minor/s, if any. If there is more than one minor, the same should be included in the name clause and signature clause.
- (iii) Addition or deletion to the principal party is subject to number of legal heirs of the Deceased Borrower. Accordingly draft to be modified.

ANNEXURE "B"

**FORM OF RECEIPT TO BE OBTAINED FROM THE LEGAL HEIRS OF A DECEASED
BORROWER WHILE DELIVERING THE TITLE DEEDS
RECEIPT**

Name of the Borrower :
Loan A/c No. :
Branch :

Received with thanks from Abhyudaya Co-op. Bank Ltd., _____
Branch, in complete order, the following Original title deeds in respect of property
being _____ situated at _____
deposited by Shri / Smt. _____ as security for Loan Account
No. _____ which has since been closed on _____.

Sr. No.	Description of the documents
i)	
ii)	
iii)	
iv)	
v)	

In view of the receipt of the said property papers/title deed by me as legal heir of
late Shri/Smt _____ and as Co-borrower, the Bank stands fully
discharged.

Signature of the Co-Borrower, Claimant,
Legal heir of Late Shri./ Smt. _____
on Revenue Stamp

Place :

Date :