

ANNEXURE "C"

DECLARATION CUM INDEMNITY BOND

THIS INDENTURE made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

By

1) Mr. / Ms/\_\_\_\_\_, Aged \_\_\_ years, Indian habitant residing at \_\_\_\_\_ hereinafter called "**The Principal Party No.01**" (which expression shall include his/her legal heirs successors and assigns) **of the First Part**

2) Mr./ Ms. \_\_\_\_\_, aged \_\_\_\_\_ years, residing at \_\_\_\_\_, hereinafter referred as "**The Principal Party No.02**" (which expression shall include their legal heirs, successors and assigns) **of the Second Part.**

3) #Mast./ Ms. \_\_\_\_\_, aged \_\_\_\_\_ years, being Minor through Natural Guardian shri/Smt. \_\_\_\_\_, Aged \_\_\_ years, residing at \_\_\_\_\_, hereinafter referred as "**The Principal Party No.03**" (which expression shall include their legal heirs, successors and assigns) **of the Third Part.**

The Principal Party No.01, 02 and 03 are collectively referred as the "**The Principal Parties**"

In favour of

**Abhyudaya Co-op. Bank Ltd.**, a Multi – State Co-op. Bank registered under the provision of Multi State Co-op. Societies Act, 2002 and having its Administrative Office at K. K. Tower, G. D. Ambekar Marg, Abhyduaya Bank Lane, Parel Village, Mumbai 400 12, and having one of its Branch Office at \_\_\_\_\_ hereinafter called "**The Bank**" (which expression shall include their legal heirs, successors and assigns) **of the Other Part.**

**AND WHEREAS** Shri. / Smt. \_\_\_\_\_ residing at \_\_\_\_\_, had availed from the Bank, Gold loan (A/c No. \_\_\_\_\_) for Rs.\_\_\_\_\_/ - @ \_\_\_% p.a. valid upto \_\_\_\_ (**"the said Gold Loan"**) against the pledge of gold ornaments as per list given in the gold loan agreement dated \_\_\_\_\_.

**\*AND WHEREAS** the Borrower, Shri. / Smt. \_\_\_\_\_ has expired intestate on \_\_\_\_\_ and had nominated and authorized myself to take delivery of the gold ornaments pledged to the Bank, in the event of his/her death.

OR

**AND WHEREAS** the Borrower, Shri. / Smt. \_\_\_\_\_ has expired on \_\_\_\_\_ and had nominated \_\_\_\_\_ and the Nominee has also expired on \_\_\_\_\_.

**AND WHEREAS** Principal Party/ Parties is/are \_\_\_\_\_ the legal heirs of the Borrower Late Shri. / Smt. \_\_\_\_\_ as per the provisions of the law applicable to them.

**AND WHEREAS**, the said Gold loan has been cleared in its entirety on \_\_\_\_\_ and as such the said Gold loan account is closed on \_\_\_\_\_.

**AND WHEREAS** Principal Party / ies \_\_\_\_\_ possess the Borrower's pink copy of gold Loan Agreement which is required to be produced to the Bank for taking the delivery of the gold ornaments after closing the said Gold Loan.

**OR**

\*The Principal Party/ies state that for taking delivery of the gold ornaments, the Borrower's pink copy of the Loan Agreement is required to be produced to the Bank. However, despite diligent search, the said pink copy could not be traced and the Principal party/ies confirm/s and assure/s the Bank that they have not dealt with it in any manner and the Principal Party/ies undertake that if the same should at any future time come into his/her/their possession, the Principal Party/ies shall at once surrender it to the Bank.

**AND WHEREAS**, The Principal Party /ies therefore requested the Bank to hand over the gold ornaments to the Principal Party/ies, which the Bank has considered subject to execution of Indemnity Bond in favour of the Bank.

**AND WHEREAS** the Principal Party/ies has/have agreed that on handing over the gold ornaments as listed in the annexed gold loan Agreement of the Borrower to the Principal Party/ies, the Bank shall stand fully discharged from any claim from any of the legal heirs or any other person claiming on behalf of the Borrower Late Shir. / Smt. \_\_\_\_\_.

**AND WHEREAS**, 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 Gold Ornaments.

**AND WHEREAS** the Principal Party/ies further undertake to indemnify the Bank for any claim of whatsoever nature arisen against the Bank in respect of delivering gold ornaments to the Principal Party/ies in future.

**NOW THIS INDENTURE WITNESSETH** that in consideration of the Bank, handing over the gold ornaments as listed in the annexed gold loan Agreement of the Borrower to the Principal Party/ies as specified hereinabove (the receipt whereof the said Principal Party/ies hereby acknowledge), the said Principal Party/ies hereby bind themselves jointly and severally and further undertake and agree to indemnify the Bank against all claims, demands, proceedings, losses, damages, expenses, costs of all kinds whatsoever which may be raised against Bank or incurred by the Bank by reasons or in consequences of the Bank delivering the gold ornaments, as per Annexure, to the Principal Party/ies.

The Principal Party/ies undertake/s to hold the said Bank, its agents, officers, executives, etc., harmless and indemnified in all respect in connection with delivering the gold ornaments to the Principal Party/ies.

**IN WITNESS WHEREOF** the Principal Parties have signed these presents, on the day and date mentioned hereinabove.

Place:

This \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Annexed : Copy of Gold Loan  
Agreement dated \_\_\_\_\_  
executed by \_\_\_\_\_**

Photo & Signature of Principal Party/ies

1)

\_\_\_\_\_

2)

\_\_\_\_\_

3) In case of Minor, affix photos of Minor and Natural Guardian. Signature of only Natural Guardian

\* Applicable when the Legal Heirs and/or Nominee though alive have/has lost the Pink Copy

2. If there is more than one minor, the same should be included in the name clause and signature clause

3. Addition or deletion to the principal party is subject to number of legal heirs of the Deceased Borrower. Accordingly draft to be modified.

Identified by me,

Advocate High Court

Before me:

**ANNEXURE "D"**

**ACKNOWLEDGEMENT**

Received with thanks from Abhyudaya Co-op. Bank Ltd., \_\_\_\_\_ Branch all the Gold ornaments as mentioned in the Gold Loan Agreement dated \_\_\_\_\_ executed by Mr.\_\_\_\_\_. The list of gold ornaments is as follows:

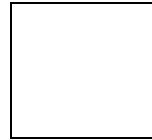
<b>Sr. No.</b>	<b>Items</b>	<b>No.</b>	<b>Gross Weights</b>	<b>Net Weights</b>
	<b>Total :</b>			

We, having received the said gold ornaments, confirm that the Bank stands fully discharged. We indemnify the Bank and hold harmless the Bank and its officials from any claim, demand etc. that may be made by any person on account of release of the said gold ornaments to us.

Place:

Date:

Received all the gold ornaments as mentioned in the list hereinabove



(Signature of Receivers over revenue stamp)