

### **Declaration cum Indemnity**

**To  
HDFC Bank Limited**

.....  
(Address)

We, (1)\_\_\_\_\_ (2) \_\_\_\_\_ and (3) \_\_\_\_\_ are the adult coparceners of Hindu Undivided Family carrying on business of \_\_\_\_\_ in the family name and style of M/s.\_\_\_\_\_. OR continuing as a joint family in the name and style of \_\_\_\_\_ and having address at \_\_\_\_\_ (" the HUF") execute this Declaration cum Indemnity in favour of HDFC Bank Limited , a Banking Company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400013 and a branch office inter alia at \_\_\_\_\_-hereinafter referred to as " HDFC Bank"( which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) as follows:

WHEREAS, the HUF is the holder of Fixed Deposits as more particularly listed in the Annexure hereto, hereinafter referred to as "Fixed deposits" and being desirous of availing an Overdraft of Rs. \_\_\_\_\_ (" said loan") against security of the Fixed Deposit/s, has approached HDFC Bank with a request to grant the said loan.

AND WHEREAS HDFC Bank has agreed to accede to our above request subject to the declaration-cum-indemnity herein offered by us to HDFC Bank on the terms and conditions herein mentioned.

AND IN CONSIDERATION OF THE ABOVE, we hereby jointly and/or severally irrevocably agree, confirm and undertake with HDFC Bank and these presents witnesseth as follows:

- 1.That Mr. \_\_\_\_\_ being the first signatory hereunder is the Karta of the HUF and has the necessary authority to manage the family business and the assets of the HUF. Further that as a Karat he has the authority to borrow and to execute necessary documents and pledge, mortgage, charge or otherwise encumber the assets of the HUF including the Fixed Deposits as a security for the said loan.
- 2.That the said loan is for the legal necessity and for the benefit of the estate of the HUF.
- 3.That the said loan will not be used for any speculative purpose.
- 4.That we shall be jointly and severally liable personally to the full extent of the amount due under the said loan irrespective of the extent of our interest in the HUF property.
- 5.That we shall indemnify HDFC Bank at all times and keep HDFC Bank indemnified and save harmless against any and all claims, losses, damages, costs, liabilities charges and expenses incurred, suffered or paid by HDFC Bank and against all demands, actions, suits and proceedings made, filed, instituted against HDFC Bank in connection with or arising out of or relating to HDFC Bank by reason of having granted the said loan.

6. That HDFC Bank shall not be responsible and liable to enquire and satisfy itself of any legal necessity and is entitled to rely on our representations contained herein.

7. That we shall jointly and severally be responsible to inform HDFC bank of the changes in the constitution of the HUF from time to time.

8. That these presents are also executed for and on behalf of the minor co-parceners of the HUF.

9. \_\_\_\_\_ is the karta of the HUF and that really he is a partner in \_\_\_\_\_ partnership firm in his representative capacity and not the HUF. That all members of the HUF in their personal and individual capacity agree that notwithstanding and irrespective it be held that the partnership firm is not properly constituted they would personally, individually, jointly and/or severally liable for any payments due to the Bank or for any consequences arising from the Bank opening the a/c or lending to the firm. (Applicable only to the firms where one of the partners is HUF)

IN WITNESS WHEREOF we have signed this presents hereunto on \_\_\_\_ day of \_\_\_\_ 200\_\_.

(i) \_\_\_\_\_ Karta  
(ii) \_\_\_\_\_  
(iii) \_\_\_\_\_ as coparceners of  
M/S \_\_\_\_\_ in the presence of