

## ANNEXURE – A

# TRUST RECEIPT AND INDEMNITY

This trust receipt and indemnity is hereby given on oath and under affirmation, on \_\_\_\_\_ day of \_\_\_\_\_ year 20\_\_\_\_\_.

Mr. \_\_\_\_\_, age \_\_\_\_ yrs,  
residing at \_\_\_\_\_

Mrs. \_\_\_\_\_, age \_\_\_\_ yrs,  
residing at \_\_\_\_\_

(hereinafter referred to as the “**Borrower**” which expression shall, unless it be repugnant to the subject or context thereof mean and include his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns).

The Borrower/s do solemnly affirm upon oath as under:

1. The Borrower has/have availed a loan of \_\_\_\_\_ /≡ (“**Facility**”) from \_\_\_\_\_ (“**Institution**”).
2. The Borrower propose to liquidate the Facility ( “**the purpose**” ) by availing a loan from Housing Development Finance Corporation Bank Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Ramon House, 169, Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai-400 020 and branch office at HDFC Bank Ltd Unit No 101 To 105, First Floor The Spire Building, 150 Feet Ring Rd, Rajkot, Gujarat 360007
3. HDFC Bank Ltd has granted a loan for the said purpose on such terms and conditions as stipulated in Loan Agreement dated \_\_\_\_\_ (hereinafter referred to as “**the Loan**”).
4. In order to secure the Facility, the Borrower has/have created security interest in favour of the Institution over the property more particularly detailed in **Annexure-1** (“**said property**”). All the original title documents (“**said documents**”) pertaining to the said property are/is in the custody of the Institution which is further confirmed by their letter dated \_\_\_\_\_ enclosed hereto as **Annexure-2**.
5. That on HDFC Bank Ltd agreeing to disburse the loan so granted, the Borrower have agreed that the Loan shall/will be creation of security interest in such from and manner as satisfactory to HDFC Bank Ltd on the said property or on any other property (movable or immovable) as would be deemed fit and necessary by HDFC Bank Ltd.
6. That on liquidation of the Facility, the security interest created in favour of the Institution shall stand released and simultaneously the security interest in favour of HDFC Bank Ltd shall stand created by me/us.
7. That there are no statutory charges or any such other dues payable by me/us which has an effect of getting attached to the said property during the interim period of release of the security interest created in favour of the Institution and recreation of security interest in favour of HDFC Bank Ltd.
8. That the said documents pertaining to the title of the said property which is/are in the custody of the Institution shall be collected by me/us and such collection by me/us of the said documents shall

- be purely under the atonement by HDFC Bank Ltd and shall be received and held in trust for the benefit of HDFC Bank Ltd with respect to the security interest recreated in favour of HDFC Bank Ltd.

9. That on receipt of the said document the Borrower shall not deal in any manner whatsoever with the said documents save and except holding it under atonement of HDFC Bank Ltd and it trust for the beneficial security interest recreated in favour of HDFC Bank Ltd.
10. That the mere act of collection and holding the said documents by me/us shall not amount to having actual possession of the said documents in law by me/us and the Borrower agree that the act of receiving and holding the said documents from the Institution shall be deemed to be and shall have effect of holding the said documents by way of constructive possession for and on behalf of HDFC Bank Ltd.

The Borrower agree that the act of HDFC Bank Ltd disbursing the Loan as an act of Uberrima Fides and of utmost good faith on the undertaking and representations given by me/us here and before.

**Signed By.....**

A \_\_\_\_\_

**Mr / Mrs.**

B \_\_\_\_\_

**Mr / Mrs.**

**Before Me.**

**NOTARY Public**

**ANNEXURE – B**

Date:

[ concerned Bank ]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

This is with reference to my loan bearing Loan A/c. No. \_\_\_\_\_  
( "The Said Loan" ) I have with you and my intention to repay the said Loan.

I am aware and confirm the contents of HDFC Bank Ltd's letter dated \_\_\_\_\_ addressed to you with regard to repayment of the said load by way of a cheque for the amount of Rs. \_\_\_\_\_ in full and final payment of the said Loan. On the repayment being made to you. You are authorized to deliver the title documents ( as detailed in **Annexure – 1** to this letter ) to me or \_\_\_\_\_ in the capacity of Authorized Agent of HDFC Bank Ltd and the security creation in your favor will stand released.

Further, the delivery of the title documents to me or \_\_\_\_\_ as an Authorized Agent of HDFC Bank Ltd would be construed as a valid return of the title documents to me in my personal capacity and you shall be validly discharged of your obligations of returning the same to me.

Yours faithfully,

A. \_\_\_\_\_

B. \_\_\_\_\_

Encl. :

**ANNEXURE – C**

Date:

**HDFC Bank Ltd**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

This has reference to my loan application for refinance under the refinance scheme. On my representation and affidavit on oath as more particularly detailed in **Annexure – 1** to this letter you have agreed to sanction the same.

As an additional assurance of my undertaking that I would create security interest, I have agreed to place the enclosed Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ for an Amount of Rs. \_\_\_\_\_ in favour of **HDFC Bank Ltd** as a collateral to my affirmed assurance that the security interest shall be created in such manner as deemed fit by HDFC Bank Ltd.

I undertake to maintain sufficient balance in my Account out of which the enclosed cheque has been issued and HDFC Bank Ltd shall be within its right to bank the same. In the event the security is not created on or before \_\_\_\_\_ and/or the same is being objected to by any person. You may deposit the cheque for encasement without any further notice and/or intimation to me in this regard. I further undertake not to give stop payment instruction to my Bank in this regard.

Your faithfully,

A. \_\_\_\_\_

B. \_\_\_\_\_

Encl: a/a

**ANNEXURE – D**

Date:

[ concerned Bank ]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

We had been approached by Mr. \_\_\_\_\_

S/o. Of \_\_\_\_\_ Resident of \_\_\_\_\_

\_\_\_\_\_

( **The Borrower** ) whose KYC identification is enclosed as **Annexure - 1** with a request for availing a housing loan ( “ The said loan ” ) under our refinance scheme. The Borrower had represented that the said Loan so applied shall be fully utilized for the financing of loan availed by the Borrower from yourselves on such terms as stipulated in the Loan Agreement dated \_\_\_\_\_. A copy of the same is enclosed as **Annexure – 2**. [ Please enclose a copy of the Loan Agreement between the Bank and the Borrower ].

The Said Loan needs to be secured by creation of security interest over the property ( The Said Property ) as detailed in **Annexure – 3** to this letter. All the original documents pertaining to the title of the said Property (as detailed in **Annexure – 4** ) is in your custody. This communication is a mode of forwarding the refinance Loan cheque for an amount of Rs. \_\_\_\_\_( The Cheque ) in your favour to ensure the utilization as well as to confirm and expedite the security creation in our favour.

The fact and act of acceptance of this cheque by you shall confirm and declare as under :

1. That in addition to the amount mentioned in the cheque i.e. Rs. \_\_\_\_\_, you have no other outstanding as against the Borrower on any account.
2. That you have no further security interest in the said Property and the security interest created in your favour by the Borrower stands released on receipt by you of the amount by way of the cheque.
3. That you would be handing over the title documents pertaining to the said Property to \_\_\_\_\_ and / or the Borrower in the capacity of Authorised Agent of HDFC Bank Ltd.

4. That the act of your handing over the title documents shall be construed as valid delivery to Authorized Agent of HDFC Bank Ltd under valid authorization and consent by the Borrower to do so and the same shall discharge you of the obligations of returning the title documents to the Borrower. A copy of the letter authorizing you for the same by the Borrower is enclosed as Annexure – 5.

5. That retention of documents pertaining to the title of the said Property by you. After having accepted the cheque, would amount to holding the same in trust for HDFC Bank Ltd as well as a constructive delivery by the Borrower to yourself with an intention to create security interest in favour of HDFC Bank Ltd for the said Loan.

Your faithfully,

A. \_\_\_\_\_

B. \_\_\_\_\_

For, Housing Development Finance Corporation Bank Limited. (HDFC BANK LTD)

Encl. a/a

**ANNEXURE – 1**

**[ One KYC identification of the Borrower ]**

**ANNEXURE – 2**

**[ Loan Agreement between Borrower and the Bank / Institution  
whose loan is getting refinanced ]**

**ANNEXURE – 3**

**[ Details of Property ]**

**ANNEXURE – 4**

**[ List of Title Documents in the custody of the Bank ]**

**ANNEXURE – 5**

**[ Letter from the Borrower addressed to the Bank as per Annexure – B  
of the Policy Note ]**