

## Operational Guidelines for Settlement of Claims of Deceased Depositors and Return of Articles in Safe Deposit Lockers/Safe Custody

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## Chapter-1

### Part 1 – Settlement of claims in various types of accounts / facilities

Upto Threshold limit i.e. Rs.2 lacs (two lacs) Outstanding Balance aggregating all accounts, value of contents in locker/articles kept in safe custody does not exceed Rs.2 lacs

#### 1.1 Single Account with or without nomination

##### 1.1.1 Savings Account/Current Account

###### **With Nomination :**

The balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, *Aadhaar Letter*, etc.) and proof of death of depositor

###### ***Without Nomination :***

***The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of (1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer(Duly stamped & Notarised)Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form. (Form No.33 Revised)***

##### 1.1.2. Term Deposit Account

###### **With Nomination:**

The balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, *Aadhaar Letter* etc.) and proof of death of depositor on maturity of deposit.

###### ***Without Nomination:***

***The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of (1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer(Duly stamped & Notarised)Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form ( Form No.33 Revised)***

### 1.1.3. Premature termination of Term Deposit Account

#### **With Nomination:**

Premature termination of term deposit account as per terms of contract will be permitted at the request of the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, *Aadhaar Letter* etc.) and proof of death of depositor.

#### **Without Nomination:**

***Premature termination will be permitted on joint request by all legal heirs (or any of them as mandated by all the legal heirs) as per the terms of the contract The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of (1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer(Duly stamped & Notarised)Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form (Form No.33 ( revised)***

### 1.1.4. Safe Deposit Lockers

#### **With Nomination:**

The nominee will be allowed to access the locker and remove the contents on identification (such as Election ID Card, PAN Card, Passport, *Aadhaar Letter* etc.) and verification of proof of death of locker hirer. Before permitting the nominee to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of nominee(s) and two independent witnesses. Form for taking inventory is enclosed as Annexure – 3.

#### **Without Nomination:**

***Legal heir(s) of the deceased locker hirer or a person mandated by the legal heir(s) will be allowed to access the locker and remove the contents on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer(Duly stamped & Notarised)Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form ( Form No.33 ( revised)***

***Before permitting legal heir(s) to remove contents of the Safe Deposit Locker the bank would prepare an inventory of the articles in the presence of legal heir(s)/mandate holder and two independent witnesses. Form for taking inventory is enclosed as Annexure – E***

### 1.1.5. Safe Custody Article/s

#### **With Nomination:**

Safe custody article/s will be delivered to the nominee on identification (such as Election ID Card, PAN Card, Passport, *Aadhaar Letter* etc.) and verification of proof of death of depositor. Before permitting nominee to remove contents of the Safe Deposit Articles, the bank would prepare an inventory of the articles in the presence of nominee and two independent witnesses. Form for taking inventory is enclosed as Annexure – 4.

#### **Without Nomination:**

***Safe custody article/s will be delivered to the legal heir(s) or a person mandated by the legal heir(s) on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer(Duly stamped & Notarised)Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form ( Form No.33 ( revised)***

***Before permitting legal heir(s) to remove contents of a Safe Custody Articles the bank would prepare an inventory of the articles in the presence of legal heir(s) /mandate holder and two independent witnesses. Form for taking inventory is enclosed as Annexure – F.***

### **1.2. Joint Account with or without nomination and without survivorship mandate (operated jointly)**

#### **1.2.1. Savings Account/Current Account**

##### **With Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder (or any of them as mandated by all the legal heirs) against their joint claim on verification of the authority of the legal heirs and proof of the death of the depositors.

b) In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his identity (such as Election ID Card, PAN card, Passport, *Aadhaar letter* etc.) and proof of death of depositors.

##### **Without Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, the amount outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased account holder (or any one of them as mandated by all the legal heirs) against their joint claim on verification of the authority of legal heirs and proof of death of depositor.

***b) In the event of death of both / all joint account holders The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of (1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer(Duly stamped & Notarised)Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form ( Form No.33 Revised)***

### **1.2.2. Term Deposit Account**

#### **With Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder (or any one of them as mandated by all the legal heirs) on verification of identity of the legal heirs and proof of death of the depositor on maturity of the deposit.

b) In the event of death of both / all the joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, *Aadhaar Letter* etc.) and the proof of death of depositors on maturity of the deposit.

#### **Without Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to the survivor(s) and the legal heir(s) of the deceased joint account holders (or any of them as mandated by all the legal heirs) against their joint claim on verification of authority of the legal heirs and proof of death of the depositor on maturity of the deposit.

***b) The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer(Duly stamped & Notarised)Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form ( Form No.33 Revised)***

### **1.2.3. Premature termination of Term Deposit Account**

#### **With Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of identity of the legal heirs and proof of death of depositor

b) Premature termination of term deposit account as per the terms of contract will be permitted at the request of the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, Aadhaar letter etc.) and proof of the death of the depositors.

#### **Without Nomination**

a) In the event of death of one (or more but not all) of the joint account holders, premature termination will be permitted against joint request by the survivor(s) and the legal heir(s) of all the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositor.

***b) The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer (Duly stamped & Notarised) Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form ( Form No.33 Revised)***

#### **1.2.4. Safe Deposit Lockers**

##### **With Nomination:**

a) In the event of the death of one (or more but not all) of the joint locker hirers the nominee(s) will be jointly allowed to access the locker and remove the contents on identification and verification of proof of death of the locker hirer(s) along with the surviving hirer(s).

b) In the event of death of both / all joint locker hirers the nominee(s) will be allowed to access the locker and remove the contents on establishing his/her/their identity and verification of proof of the death of the hirers.

Before permitting surviving hirer(s) and/or nominee(s) to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in their presence along with two independent witnesses. Form for taking inventory is enclosed as Annexure – E.

##### **Without Nomination:**

a) In the event of death of one (or more but not all) of the locker hirers, the surviving hirer(s) and legal heirs of the deceased hirer (or a person mandated by them) would be allowed to access the locker and remove the contents on verification of authority of legal heirs and proof of death of the hirer.

***b) In the event of death of both / all the joint locker hirers, all the legal heirs (or any one of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on***

***submission of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer (Duly stamped & Notarised) Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form (Form No.33 Revised)***

***Before permitting surviving hirers and mandated legal heir(s) to remove contents of a Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of surviving hirers, mandated legal heir(s) and two independent witnesses. Form for taking inventory is enclosed as Annexure – E***

#### **1.2.5. Safe Custody Article/s**

Generally, safe custody articles are not accepted in joint names. Even if accepted in joint names nomination facility is not provided.

#### **1.3. Joint account with mandate “Either or Survivor”/ “Former or survivor”/ “Anyone or Survivors”/ “Latter or Survivor” - with or without nomination:**

##### **1.3.1 Savings Account / Current Account**

###### **With Nomination:**

a) In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor (s) on verification of proof of death of the depositor.

b) In the event of death of both/all the joint depositors, the balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, Aadhaar letter etc.) and proof of death of depositors.

###### **Without Nomination:**

a) In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor on verification of proof of death of the depositor.

***b) The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer (Duly stamped & Notarised) Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form ( form no.33 Revised)***

### 1.3.2 Term Deposit Account

#### **With Nomination:**

a) In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor(s) on verification of proof of death of the depositors on maturity of deposit or as agreed at the time of opening of deposit.

b) In the event of death of all joint depositors, the balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, *Aadhaar letter* etc.) and proof of death of depositors on maturity of deposit or as agreed at the time of opening of deposit.

#### **Without Nomination:**

a) In the event of death of one of the depositors (or more, but not all), the balance outstanding will be paid to the survivors on verification of proof of death of the depositor on maturity of deposit or as agreed at the time of opening of deposit.

***b) The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer (Duly stamped & Notarised) Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form. (Form No.33 Revised)***

### 1.3.3 Premature termination of Term Deposit Account

#### **With Nomination:**

a) In the event of death of one (or more but not all) of the depositors, the survivor(s) will have the right to seek premature termination of term deposit

account as per the terms of contract on verification of proof of death of the depositor.

b) In the event of death of all the joint depositors, the nominee will have right to seek premature termination of term deposit account as per the terms of the contract on verification of his/her identity (such as Election ID Card, PAN Card, Passport, *Aadhaar letter* etc.) and proof of death of depositors.

#### **Without Nomination**

a) In the event of death of one (or more but not all) of the depositors premature termination will be allowed against request from surviving depositor(s) as per the terms of the contract on verification of the proof of the death of the depositor.



b) In the event of death of all joint depositors, premature termination will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all the legal heirs) as per the terms of contract.

***The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer (Duly stamped & Notarised) Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form ( Form no.33 Revised)***

#### **1.3.4 Safe Deposit Lockers**

##### **With Nomination:**

At present B R Act (Section 45 ZE) does not provide nomination facility in respect of lockers with “Either or Survivor” / “Former or Survivor”/“Anyone or Survivors”/ “Latter or Survivor” mandate. Hence operational instructions are not given in this regard.

##### **Without Nomination:**

a) In the event of death of one (or more but not all) of the joint hirers, the surviving hirer(s) will be allowed to access the locker and remove the contents on verification of proof of death of the joint hirer(s).

***b) In the event of death of all the locker hirers, all the legal heirs of the deceased joint hirers (or any one of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer (Duly stamped & Notarised) Annexure-A, 4) Letter of Indemnity (Duly stamped) Annexure-C (5) Declaration as per point no.5 in application form ( form no.33 Revised)***

Before permitting the surviving hirers/legal heir(s) to remove contents of a Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of surviving hirers/legal heirs and two independent witnesses. Form for taking inventory is enclosed as Annexure – E.

#### **1.3.5 Safe Custody Article/s**

Generally safe custody articles are not accepted in joint names. Even if accepted in joint names nomination facility is not provided.

#### **1.4. HUF Accounts – Death of Karta**

In the event of death of a Karta, HUF account may be settled as under:

- a) Obtaining affidavit cum indemnity from surviving members and legal heirs with two guarantors confirming their acceptance to one of the members as a new Karta. Bank shall allow the new Karta to continue to operate the existing account on the basis of such documents, ***in HUF accounts having small balances (Rs.2 lacs ( Two lacs only)***
- b) Similar procedure to be followed in cases where account is to be closed and balance in the account to be paid to the new Karta.

**Note:** Certain general clarifications about Nomination rules are given in Annexure 1.

**Claim specific actions / steps to be taken for settlement in respect of different accounts / facilities are illustrated in the tabulated form in the Annexure 1(a).**

## **Part - 2 Simplification of process /Guidelines for settlement of claims in respect of deceased depositors' accounts –Up to Threshold limit (Rs.2 lacs)**

### **2.1 Documentation**

Documents, which are required to be submitted along with the claim form as applicable.

1. Copy of Death Certificate
2. Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration ( as per point no.5 of application form)
3. Letter of Disclaimer(Duly stamped & Notarised) Annexure-A,
4. Letter of Indemnity (Duly stamped) Annexure-C
5. Receipt from claimants (payment made by issuing a Banker's Cheque)

**2.1.1** Bank should exercise due care and caution in ascertaining the identity of legal heir(s) /nominee(s) and the fact of death of the account holder, through appropriate documentary evidence. If necessary, any official of the bank shall visit the place of the depositors to enquire about the genuineness of such claims.

**2.1.2** It should be made clear to the survivor(s)/nominee(s) that he / they would be receiving the payment from the member bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to him / them shall not affect the right or claim which any person may have against the survivor(s)/nominee(s) to whom the payment is made.

**2.1.3** It may be noted that since payment made to the survivor(s) / nominee(s), subject to the foregoing conditions, would constitute a full discharge of the bank's liability, insistence on production of legal representation is superfluous and unwarranted and it would only serve to cause avoidable inconvenience to the survivor(s)/nominee(s). In such case, therefore, while making payment to the survivor(s)/nominee(s) of the deceased depositor, the bank should not insist on production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), **irrespective of the amount** standing to the credit of the deceased account holder.

### **2.2 Time Norms for settlement of claims**

Bank will settle the claims in respect of deceased depositors and release payments to survivor (s)/ nominee in case of accounts with survivor/ nominee **within a period not exceeding 15days** from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant(s) to the bank's satisfaction. In the case of accounts without survivor/ nominee clause the claim should be settled within 1 month from the date on which the requisite documents have been submitted.

### **2.3 Competent authority for settlement of claims**

*(As specified in Discretionary Administrative Powers, Bank's Publication No.154 )*

## **2.4 Premature termination of Term Deposits Accounts and payment of interest / other issues relating to Term Deposit Account**

**2.4.1** In the case of term deposits, a clause in the account opening form itself to the effect that in the event of the death of the depositor(s), premature termination of term deposits by the survivor(s)/ nominee/ legal heirs would be allowed has been incorporated. The conditions subject to which such premature withdrawal would be permitted may also be specified in the account opening form. **Such premature withdrawal would not attract any penal charge.**

**2.4.2** Payment of interest in case of term deposit accounts of deceased depositor(s)

**In case of a term deposit** standing in the name/s of –

- (1) a deceased individual depositor, or
- (2) two or more joint depositors, where one of the depositors has died, interest shall be paid in the manner indicated below

**(i) on the maturity of the deposit:** at the contracted rate

**(ii) In case of premature withdrawal by legal heir(s)/nominee/legal heir, i.e., in the event of the payment of deposit being claimed before the maturity date:**

*"In the event of payment of deposit being claimed before the maturity date, the branches should pay interest at the applicable rate or the Contracted Rate whichever is lower without charging penalty."*

**(iii) In case of deposit being claimed after the date of maturity:**

*In the event of death / missing of the depositor before the date of maturity of the deposit and amount of the deposit is claimed after the date of the maturity, the branches should pay interest at the contracted rate till the date of maturity . From the date of maturity to the date of payment, the branches should pay simple interest at the applicable rate operative on the date of maturity for the period for which the deposit remained with Bank beyond date of maturity.*

### **2.4.3 Splitting of Term Deposit**

If, on request from the claimant/s, the bank agrees to split the amount of term deposit and issues two or more receipts individually in the names of the claimant/s, it shall not be construed as premature withdrawal of the term deposit, provided the period and aggregate amount of the deposit do not undergo any change.

## **2.5 Treatment of flows in the name of the deceased depositor**

In order to avoid hardship to the survivor(s) / nominee of a deposit account, bank may obtain appropriate agreement / authorization from the survivor(s) / nominee with regard to the treatment of pipeline flows in the name of the deceased account holder. In this regard, bank could consider adopting either of the following two approaches:

- The bank could be authorized by the survivor(s) / nominee of a deceased account holder to open an account styled as 'Estate of Shri \_\_\_\_\_, the Deceased' where all the pipeline flows in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.

OR

- The bank could be authorized by the survivor(s) / nominee to return the pipeline flows to the remitter with the remark "Account holder deceased" and to intimate the survivor(s) / nominee accordingly. The survivor(s) / nominee / legal heir(s) could then approach the remitter to effect payment through a negotiable instrument or through ECS transfer in the name of the appropriate beneficiary.

and heirs by affinity succeed simultaneously. Among heirs by consanguinity those in class I exclude those in class II. The heirs in two sections of class I succeeds together. In each section nearer in degree exclude the remote. The son always takes as a residuary.

A certificate from Muslim Jama-I-eth in the letterhead signed by the head of the institution to which the deceased was affiliated should be obtained giving details of legal heirs with their age. In case of male deceased, a categorical certificate to the effect that the deceased had not married any woman other than the one named in the list is to be insisted upon.

## **2.6 Safe Deposit Locker**

### **2.6.1. Procedure in case there is no Nomination/Survivorship clause:**

**2.6.1.1.** On receipt of notice of death of a sole renter or of the last survivor of the joint renters, the locker should be sealed with the Bank's seal and a note to this effect should be made in the all respective records as well as in the Memorandum of Letting /Signature Card/Code Book. The Memorandum of Letting /Signature Card should be taken out of card index cabinet and kept carefully in a separate file.

**2.6.1.2.** Branches may at their discretion, on production of satisfactory evidence, permit a legal representative of the deceased to inspect the contents of the locker to enable him /her to obtain the necessary succession certificate or any other legal representation.

**2.6.1.3.** On registration of the succession certificate, probate of a will or letters of administration, the successor, executor or the administrator respectively shall have power to deal with the contents of the locker.

**2.6.1.4.** The contents of the locker, **sometimes, are not of great value/ importance**, hence, obtaining legal representation involves cost as well as time. The branches may, therefore, in appropriate cases, allow the heirs of the deceased renter to have access to the locker and withdraw the contents against usual indemnity, subject to the following:

- (a) The claimants/heirs of the deceased renter should furnish necessary particulars in the claim format, which is ordinarily obtained in deposit accounts.
- (b) A prescribed letter should be taken from all the heirs requesting the Bank to open the locker for the purpose of inventory.
- (c) The branch should then fix up a date and time for making an inventory and accordingly an inventory may be taken in the presence of all the heirs/ their duly constituted attorney/ies, two respectable witnesses known to the branch (should not be employees or ex-employees of the Bank), the valuer, the Safe Deposit Vault Custodian and another officer. The inventory may be prepared in the prescribed inventory record form. After making an inventory, care should be taken to redeposit all the contents in the said locker and to seal the locker.

**2.6.1.5.** *The branches should exercise powers as mentioned in Discretionary Administrative Powers, Bank's Publication No. 154 while considering delivering the contents against usual indemnity signed by the claimant/s and one or two surety/ies considered good for the amount involved.*

**2.6.1.6.** *On approval*, the claimant/s should be allowed to remove the contents from the locker after signing an indemnity and a letter of surrender together with the key.

**2.6.1.7.** Where an inventory is to be taken in terms of a court order, it should be done in the presence of (i) the Court's representative, (ii) the claimant/s to the contents of the locker held by the deceased renter, (iii) the valuer and (iv) two officers of the branch. The inventory should enumerate the contents of locker and it should be signed by those in whose presence the locker has been opened. The valuer's assessment of the value of each item of the inventory should be in triplicate, one copy to the Court, the second to the claimant and the third to be retained on branch record.

## Chapter-2

### I. Settlement of claims - Deceased Depositors- applicable for amount more than threshold limits ( i.e. more than Rs.2 lacs )

#### 1. Access to balance in deposit accounts

##### (A) Accounts with survivor / nominee clause

In the case of deposit accounts where the depositor had utilized the nomination facility and made a valid nomination or where the account was opened with the survivorship clause ("either or survivor", or "anyone or survivor", or "former or survivor" or "latter or survivor"), the payment of the balance in the deposit account to the survivor(s) / nominee of a deceased deposit account holder represents a valid discharge of the bank's liability provided :

- The identity of the survivor(s) / nominee is well established and the fact of death of the account holder, through appropriate documentary evidence is produced;
- There is no order from the competent court restraining the bank from making the payment from the account of the deceased; and
- It has been made clear to the survivor(s) / nominee that he would be receiving the payment from the bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to him shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the payment is made.

Since payment made to the survivor(s) / nominee, subject to the foregoing conditions, it would constitute a full discharge of the bank's liability, insistence on production of legal representation is superfluous and unwarranted. In such case, therefore, while making payment to the survivor(s) / nominee of the deceased depositor, the bank will not insist for production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee, **irrespective of the amount** standing to the credit of the deceased account holder.

##### (B) Accounts without the Survivor / Nominee clause

For deposit accounts with operating instruction singly, jointly, joint account with mandate "either or survivor"/"Former or Survivor"/ "Any one or Survivor"/ with or without Nomination process is given at Chapter-1

#### 2. General Guidelines :

##### i. Payment against Legal Representation:

- (a) In regard to payment of balances in the accounts of deceased customers to survivors/ claimants, the branches may call for succession certificates from legal heirs of deceased depositors in cases where there are disputes and all legal heirs do not join in indemnifying the bank or in

certain other exceptional cases where the branch has a reasonable doubt, about the genuineness of the claimant/s being the only legal heir/s of the depositor.

- (b) When all the heirs are ready to sign claim form and indemnity bond, branch may not insist for succession certificate.
- (c) The above guidelines are also applicable in respect of other assets like articles kept in the Banks, securities held against advances after adjustment thereof, if any, etc. of the deceased customers to legal survivors / claimants.

ii. **Premature termination of term deposit accounts**

As given at part-2 (2.4)

iii. **Treatment of flows in the name of the deceased depositor**

As given at part-2 (para- 2.5)

iv. **Time limit for settlement of claims**

As given at part-2 ( Para 2.2)

**3. Access to the safe deposit lockers / safe custody articles**

For dealing with the requests from the nominee(s) of the deceased locker-hirer / depositors of the safe-custody articles (where such a nomination had been made) or by the survivor(s) of the deceased (where the locker / safe custody article was accessible under the survivorship clause), for access to the contents of the locker / safe custody article on the death of a locker hirer / depositor of the article, the bank will adopt generally the foregoing approach, mutatis mutandis, as indicated for the deposit accounts.

**4. Check List of formalities to be completed for Deceased Claims:**

**Deposits**

**Payment of balance in the account of the deceased accountholder:**

Payment of balances at the credit of deposit account/s of deceased person/s in case of single account or in case of death of all joint accountholders in case of joint accounts, may be made to their legal heirs/nominee on the basis of –

I. Nomination

II. without Nomination

(A) Against Indemnity letter / Bond

(B) Legal representation

**I. Nomination:**

(i) Where a depositor dies or, in case of a joint account, all depositors die, the nominee or the person appointed by the depositor(s) to receive the payment on behalf of the minor nominee, should make an application for repayment of the deposit amount in the Bank's Form No.352, duly filled in, along with a copy of the death certificate, duly certified by,

(a) a Magistrate or Judicial Official OR

(b) an Officer of the Central or State Government OR

(c) an Officer of a bank OR



- (d) two persons acceptable to the bank.
- (e) Proof of identification of nominee (s) such as Election / Pan card, Passport, Aadhaar letter etc.
- (f) Stamped receipt for amount received signed by nominee / person on behalf of minor nominee

## **II. without Nomination / without Survivor clause**

### **A. Against Indemnity**

#### **Documents required:**

- ***Copy of Death Certificate***
- ***Photograph & KYC of (a)all claimant(s)/legal heirs, (b)Person furnishing Affidavit & (c) Surety(ies).***
- ***Letter of Disclaimer(Duly stamped & Notarised)Annexure-A, Letter of Indemnity (Duly stamped) Annexure-C***
- ***Receipt from claimants (payment made by issuing a Banker's Cheque)***
- ***Affidavit (Duly stamped & Notarised)- Annexure-B***
- ***Opinion Report of Surety(ies) -Annexure-D***
- ***Application form –(Form No.33 revised)***

***Stamped receipt signed by claimant /s for amount received.***

(\*stamp duty as applicable from time to time in the state of execution as per state enactment) by all the claimants and sureties.

### **B. Against Legal Representation**

#### ***Additional Documents required***

1. Legal representation i.e. succession certificate or letter of administration or probate of Will granted by competent court.
2. Stamped receipt for amount received.

Copy of all documents should be submitted with original for verification by branch official and all documents should be signed in presence of branch official.

## **Chapter- 3**

### **Additional guidelines for Non-Resident Depositor/claimant**

In addition to guidelines given for settlement of claim upto threshold limit and above threshold limit following additional guidelines are given for convenience of Non Resident customers.

#### **3.1 For Non-Resident Depositor/Claimant**

A) In case the Depositor is Non-Resident, and has passed away abroad, the death certificate which is attested /certified by any of the following shall be accepted for processing the claim:

- ii) Notary Public in that country.
- iii) Indian Embassy / High Commission in that country.
- iv) Bank's Foreign Office. (wherever it is possible/permissible to do attestation as per local regulations)
- v) Embassy/High Commission of that Country in India.

A death certificate accompanied by any of the following document as a corroboratory evidence, confirming incidence of death shall be accepted as such:

- i. Evidence of settlement of an insurance claim at foreign centre on account of death of the account holder.
- ii. Evidence of settlement of proceeds of bank accounts at foreign centre on account of death of the account holder.
- iii. Evidence of settlement of terminal benefits by the employer at foreign centre on account of death of the account holder. However, the employer would have to be a government/multilateral Organisation only.
- iv. Evidence of death as provided by a hospital or local police authorities at the foreign centre. However, it may be ensured that any of these documents are issued from the same country as the death certificate.

B) In case Claimants(NRIs or Foreign Nationals) stay abroad and it is not possible for them to come to India for completion of formalities-

- i) Execute the documents abroad in the presence of officials of Bank's foreign offices
- ii) Execute the documents in the presence of Indian Embassy officials. The said document shall be submitted to the Stamp authorities for payment of stamp duty after it reaches India.
- iii) The claimant can appoint his attorney for obtaining proper legal representation and obtain payment against affidavit, indemnity, surety etc. The procedure for the same is that the claimant should execute valid Power of Attorney (POA) which is attested by the Indian Embassy officials.

- C) The assets of deceased NRI account holder should be settled to the legal heirs as per the Personal Law of succession (Hindu, Muslim, Christian or any other community) applicable to the depositor. This is irrespective of whether the claimants happen to be a resident Indian, NRI, PIO or a foreign national.  
(However, if any court order/legal representation is obtained, the proceeds should be settled as ordered by Court. In the case of a foreign court order, ancillary orders/resealing should be obtained from Indian Court u/s 228 of the Indian Succession Act.)
- D) Foreign nationals cannot be accepted as sureties while obtaining Letter of Indemnity as he / she will not be governed by Indian law.
- E) In case of legal representation-**
- i) Will probated by Indian Court- Same as in resident case.
  - ii) Will probated by Foreign Court- properly authenticated copy of the will issued by Foreign Court is to be produced in the Courts of India who can then grant Letters of Administration.
  - iii) Succession Certificate / Certificate of inheritance / Letter of Administration by Indian Court- No additional due diligence except for KYC/proper identification of beneficiaries
  - iv) Succession Certificate/ Certificate of inheritance / Letter of Administration by Foreign Court –
    - a) If issued by a Superior Court of a Reciprocating Territory(as notified by Central Govt in Official Gazette) Claimants to obtain a grant from competent District Court in India for executing the certificate.
    - b) In case, where such certificate is not issued by a Superior Court of Reciprocating Territory, Claimant may be advised to file an application before appropriate District Court in India for issuing a separate Certificate (afresh) by producing the Certificate issued by the Foreign Court.
  - v) If Succession Certificate does not mention the Bank account for which claim is being made- It will be treated as claim without legal representation and to be acted upon accordingly.

## Chapter-4

### I. Settlement of Claims in respect of Missing Persons Upto Threshold limit and above threshold limit.

#### 4.1. Legal Position

The settlement of claims in respect of missing persons would be governed by the provisions of Section 107/108 of the Indian Evidence Act, 1872. Section 107 deals with presumption of continuance and section 108 deals with presumption of death. As per the provisions of Section 108 of the said Act, presumption of death can be raised only after a lapse of seven years from the date of his/her being reported missing. As such, nominee/legal heirs have to raise an express presumption of death of the subscriber under Section 107/108 of the Indian Evidence Act before a competent court. If the court presumes that he/she is dead, then the claim in respect of a missing person can be settled as is done for any other deceased accounts.

#### 4.2. Settlement of claims within threshold limits (Upto Rs.2 lacs)

Settlement of claims where a person is missing for the last 7 years and more where declaration/certificate from court is not produced

- In cases where **the credit balance in the account of a missing person is not large**, the claimants may find it expensive and cumbersome to obtain order *from the court*. In order to avoid hardship and cost involved to the claimants in approaching the court for settling small claims in respect of missing persons, the RBI advised banks to put a threshold limit for settlement of claims without insisting for submission of declaration/certificate from the court. The bank has fixed threshold limit of Rs.2 lacs for this purpose.

The Bank (in such cases) shall settle the claims on production of the following documents:

1. FIR with the Police
2. Final /Non traceable Report issued by police authority stating that the persons is not traceable.
3. Letter of indemnity along with two sureties acceptable to the bank for the value of the amount released. ( as per format given in chapter 2 part-II)

In settling the claims on the basis of FIR and Final Report the following points should be taken care of.

1. FIR should have been lodged with the police and the police should have put up the Final Report stating that the person is non-traceable that the individual has not been traced after all efforts have been made by the police.
2. FIR should have been filed only by those persons who would naturally have heard of him;
3. FIR should be lodged with the concerned police station at a place where the person was found to be missing or in his permanent residence or at a place he was residing for the last one year;

4. The date of disappearance of the person will be reckoned from the date of First Information Report with the police.

Apart from above, the following are also required to be considered:

- The credit balance in the account including accrued interest up to the date of submission of application for settlement of claim submitted to the branch to be considered for arriving at threshold limit of Rs.2 lacs. However, interest up to the date of settlement of claim is to be given to the claimant. In case, the balance amount together with interest on the date of submission of application comes more than Rs.2 lacs then the claimant has to produce declaration/certificate from the competent court for settlement of the claim.

## **II. Settlement of Claims in respect of Missing person (Above threshold limits at present Rs.2 lacs)**

- A. Settlement of claims where a person is missing for the last 7 years & more and where order from competent court is produced

In a situation where an individual has been missing for 7 years or more and if the nominee / legal heirs/ produce the declaration of the Court that such an individual is presumed to be dead (civil death) then, such person's account may be treated as of the account of a deceased person. In such cases, when a declaration as aforesaid is furnished, the same will tantamount to the death certificate and it would be in order for the Bank to proceed on such declaration to settle the claims in respect of such missing person's accounts.

The Credit balance in the deposit account up to any extent may be settled on the basis of submission of claim by the nominee/legal heirs/ enclosing Whether order or Certificate/declaration, Of the competent court and on the basis of identification of the nominee / legal heirs/ claimants the credit balance together with interest, if any, may be paid by cheque or to their account maintained with us or through NEFT/RTGS if account maintained with the other bank.

The branch official should visit the residential premises of the account holder and make discreet enquiries about him/her and report to be kept on branch **record**. The matter should be reported to next higher authority for PSR.8

## **Advantages of Nomination facility/survivorship mandate and Clarifications regarding Provisions in Nomination Rules and Discretionary Administrative Powers for settlement of claim**

Guidance to the customers on advantages of Nomination facility/survivorship mandate

### **1.1 Nomination facility**

- ❖ **Nomination Facility – an ideal tool to mitigate hardships of common persons in settlement of claims in the event of death of the account holder.**
- ❖ Nomination facility simplifies the procedure for settlement of claims of deceased depositors as bank gets a valid discharge by making payment of the balance outstanding in a depositor's account at the time of his death or delivering contents of locker or articles kept in safe custody to the nominee.
- ❖ Nomination is optional for bank customers. It is therefore necessary that nomination facility is popularized and customers are made aware of its advantages while opening a deposit account or opting for the lockers.
- ❖ **Branch should inform account holder about the availability of nomination as a voluntary facility and recommend his/her availing the option. Nomination facility, if availed, would ensure smooth settlement of claim to the nominee.**
- ❖ **It should also be made clear to the depositor(s) that nomination is introduced solely for the purpose of simplifying the procedure for settlement of claims of deceased depositors and nomination facility does not take away the rights of legal heirs on the estate of the deceased. The nominee would be receiving the stock from the bank as a trustee of the legal heirs.**

### **1.2 Survivorship**

- ❖ A joint account opened as **"Either or Survivor"** or **"Anyone or Survivors"** or **"Former or Survivor"** or **"Latter or Survivor"** will permit the surviving account holder(s) to have unimpeded access to the credit balance in the account for withdrawal if one of the co-account holders dies.
- ❖ If the mandate of survivorship is given / provided, the survivor(s) can give a valid discharge to the bank in the case of **"Either or Survivor"** / **"Anyone or Survivors"** and **"Former or Survivor"** / **"Latter or Survivor"** joint accounts.
- ❖ **In short, payment to survivor(s) can be made in the normal course subject to the only rider that there is no order from a competent court restraining the bank from making such payment.**

### **1.3 Customer Guidance and Publicity**

This Operational guidelines for settlement of claims of deceased depositors has been formulated with a view to removing hardships faced by common persons in settlement of claims in deceased accounts. This document also aims at creating greater awareness amongst depositors about the advantages of availing "nomination" facility offered by bank or giving operational mandates like "Either or Survivor", etc. when accounts are opened in joint names.

Branch may provide guidance to deposit account holders on the advantages of the nomination facility and the survivorship clause. It should be highlighted in the publicity material that in the event of the death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder/s, unless there is a survivorship clause.

### **1.4 The Banking Companies (Nomination) Rules 1985 have been framed in terms of Sections 45 ZA to 45 ZF of the Banking Regulation Act, 1949.**

#### **1.4.1 Deposit Accounts**

- (i) Nomination facility is intended only for individuals including a sole proprietary concern.
- (ii) There cannot be more than one nominee in respect of single/joint deposit account.
- (iii) Bank may allow variation/cancellation of a subsisting nomination by all the surviving depositor(s) acting together. This is also applicable to deposits having operating instructions "Either or Survivor".
- (iv) It may be noted that in the case of a joint deposit account the nominee's right arises only after the death of all the depositors.

#### **1.4.2 Safe Deposit Lockers**

- (i) Nomination facility is available in respect of lockers hired singly as well as jointly. In respect of lockers in joint names nomination rules are applicable only if lockers are operated jointly.
- (ii) Where the lockers are hired jointly, on the death of any of the joint hirers, the contents of the locker are allowed to be removed only jointly by the nominee(s) and the survivor(s) after an inventory is taken in the prescribed manner. In such a case, after such removal preceded by an inventory, the nominee and surviving hirer(s) may still keep the entire contents with the same bank, if they so desire, by entering into a fresh contract of hiring a locker.
- (iii) Banks are not required to open sealed/closed packets found in locker while releasing them to the nominee or nominees and surviving hirers. Description of the sealed/closed packet(s) should however be mentioned in the inventory.
- (iv) Section 45 ZE of the B.R Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. The responsibility of the bank in such cases is to ensure that when the contents of a locker are sought to be removed on behalf of the minor nominee, the

articles are handed over to a person who, in law, is competent to receive the articles on behalf of the minor.

#### **1.4.3 Safe Custody Articles**

- (i) Nomination facility is available only in the case of individual depositor / sole proprietary concern **and not in respect of persons jointly depositing articles for safe custody.**

#### **1.5 Discretionary Administrative Powers for settlement of claims**

Powers are given in Chapter-1 Customer Services para 1.1 of Discretionary Administrative Powers for Domestic Operations (Publication No.154- **Revised 2018**) in respect of payment of balance in the account of the deceased customer to the nominee / legal heirs/ claimants may be exercised by the different authorities.



**Annexure-1(a)**

**Settlement of Claims in Various types of Operational instructions Deposits  
With Nomination**

Account in the Name of	Operational Instructions	Nominee	Situation	What is to be done
A	Self	X	X dies	A can change the nomination
A	Self	X	A dies	X will receive the outstanding
A, B	Either or Survivor	X	A dies	Balance outstanding will be payable to B.
A, B	Either or Survivor	X	B dies	Balance outstanding will be payable to A.
A,B	Either or Survivor	X	A & B dies	X will receive the outstanding
A,B	Jointly	X	A dies	Payable to B and legal heirs of A jointly
A,B	Jointly	X	B dies	Payable to A and legal heirs of B jointly
A,B	Jointly	X	A & B dies	Payable to X

**Without Nomination**

Account in the Name of	Operational Instructions	Situation	What is to be done
A	Self	A dies	Outstanding will be payable to the legal heirs or any one of them mandated by all of the legal heirs
A, B	Either or Survivor	A dies	Outstanding will be payable to B
A,B	Either or Survivor	B dies	Outstanding will be payable to A
A,B	Either or Survivor	A & B dies	Jointly payable to legal heirs of A & B (or any of them mandated by all the legal heirs)
A,B	Jointly	A dies	Jointly payable to B and legal heirs of the A (or any one of them mandated by all the legal heirs).
A,B	Jointly	B dies	Jointly payable to A and legal heirs of the B (or any one of them mandated by all the legal heirs)
A,B	Jointly	A & B dies	Jointly payable to legal heirs of A & B (or any of them mandated by all the legal heirs)

## Lockers

### With Nomination

Locker in the Name of	Operational Instructions	Nominee	Situation	What is to be done
A	Self	X	X dies	A can change the nomination
A	Self	X	A dies	X will be given access to the locker and liberty to remove contents
A,B	Jointly	X	A dies	B and X will be given access to the locker and liberty to remove contents jointly.
A,B	Jointly	X	B dies	A and X will be given access to the locker and liberty to remove contents jointly
A, B	Jointly	X	A & B dies	X will be given access to the locker and liberty to remove contents.
A,B	Jointly	X & Y	A dies	B along with X and Y will be given access to the locker and liberty to remove contents jointly
A, B	Jointly	X & Y	B dies	A along with X and Y will be given access to the locker and liberty to remove contents jointly.
A,B	Jointly	X & Y	A & B dies	X and Y jointly will be given access to the locker and liberty to remove the contents

### **Without Nomination**

<b>Locker in the Name of</b>	<b>Operational Instructions</b>	<b>Situation</b>	<b>What is to be done</b>
A	Self	A dies	Legal heirs of A or any of them mandated by any of them.
A, B	Either or Survivor	A dies	B will be given access to the locker and liberty to remove the contents.
A, B	Either or Survivor	B dies	A will be given access to the locker and liberty to remove the contents.
A,B	Either or Survivor	A & B dies	Legal heirs of A and B (or any one of them mandated by all legal heirs) will be given access to the locker and liberty to remove the contents.
A,B	Jointly	A dies	B and legal heirs of A (or any of them mandated by all legal heirs) will be given access to locker and liberty to remove the contents jointly.
A,B	Jointly	B dies	A and legal heirs of B (or any one of them mandate by all legal heirs) will be given access to locker and liberty to remove the contents jointly
A, B	Jointly	A & B dies	Legal heirs of A & B (or any of them mandated by all legal heirs) will be given access to locker and liberty to remove the contents.

## Provisions of Law regarding Legal heirs

### 1. Hindu

- If the deceased is a male Hindu, dying in testate, it must be ascertained whether there are one or more Class-I legal heirs.
- The following are called Class-I legal heirs: mother, widow, son, daughter, son of a predeceased son, son/daughter of a predeceased daughter, son or daughter or widow of a predeceased son of a predeceased son, widow of a predeceased son, son / daughter of predeceased daughter of predeceased daughter, daughter of predeceased son of a predeceased daughter, daughter of predeceased daughter of predeceased son also. All Class-I legal heirs take simultaneously to the exclusion of any other legal heir and no one takes precedence over the other.
- **The Class-II** legal heirs are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the second entry and so on in succession. But there is no preference among these falling in the same entry and they take their share simultaneously
  - Entry-I - Father
  - Entry-II - (a) Son's daughter's son, (b) Son's daughter's daughter (c) Daughter's Daughter's son, (d) Daughter's daughter's daughter (e) brother and sister.
  - Entry-III - Son/ daughter of daughter's son and son /daughter of daughter's daughter.
  - Entry -IV - Gives son/daughter of brother or sister as the heirs and many more.
- In case, the deceased is a married female Hindu, who died intestate, the following are her legal heirs. (a) Sons & daughters (including the children of any predeceased son) & the husband; (b) Heirs of husband; (c) Mother & Father, (d) Heirs of father; (e) Heirs of Mother.
- If a female Hindu who dies intestate does not have son/daughter, the property inherited from her parents goes to heirs of father whereas if the same is inherited from husband or parents-in-law, heirs of husband will inherit the property.

### 2. Christian

- Where the deceased is a Christian, Indian Succession Act governs the intestate succession.
- As per the provision of this Act, the widow of the male intestate is entitled to one-third of the property while the remaining two-third goes to lineal descendants (i.e. sons & daughters) in equal shares. If he has none, whole property passes to his widow.
- If the male intestate has left no lineal descendant, one half goes to the widow and other half to the kindred (i.e., father, mother, brother, sister).
- In case a Christian female dies intestate, husband has the same right.

### 3. Mohammedan

Inheritance in the case of Muslims is governed by the Sunni or shia law depending upon the sect in which they belong to.

According to **Sunni law** the classes of heirs are

#### **Sharers ---**

Heirs by consanguinity

1. Ascendants : Father, True grandfather, Mother, True grandmother
2. Descendents: Daughter, Son's daughter,
3. Collateral : Full/consanguine sister, uterine brother/sister

Heirs by affinity - husband, wife

But these 12 sharers will inherit fixed shares subject to conditions. A sharer may be excluded by many reasons such as nearer in blood will exclude remote one in one class. Sometimes sharer may be converted as residuary or otherwise one sharer may be partly sharer and partly residuary.

### 4. Residuary category:

After fixed share is allotted to the sharers the residue left is devolving upon the residuary:

Children male or female of deceased, of son of deceased, or father of deceased, male descendents of true grandfather.

Son is always a residuary. Daughter with son becomes residuary. Among these, descendents exclude all others. Ascendants exclude all others except descendents and descendents of nearer ascendants exclude those in remote. In each class of residuary nearer blood excludes remote one. Division among these is according to the rule of double share to the male and if only one sex is there then equally divided.

In the absence of sharers and residuary estate devolves upon his other blood relations i.e., **distant kindred**

According to **Shia law** the heirs are

- Heirs by consanguinity
- |     |   |
|-----|---|
| I   | (i) Parents   |
|     | (ii) Children & descendents                                       |
| II  | (i) Grand parents (true/false)                                    |
|     | (ii) Brother or sister and descendents                            |
| III | Paternal or maternal uncle of him or his parents and grandparents |

Heirs by Marriage : Husband, wife

Heirs by consanguinity and heirs by affinity succeed simultaneously. Among heirs by consanguinity those in class I exclude those in class II. The heirs in two sections of class I succeeds together. In each section nearer in degree exclude the remote. The son always takes as a residuary.

A certificate from Muslim Jama-I-eth in the letterhead signed by the head of the institution to which the deceased was affiliated should be obtained giving details of legal heirs with their age. In case of male deceased, a categorical certificate to the effect that the deceased had not married any woman other than the one named in the list is to be insisted upon.

## **5. Minor's Interest and Guardianship**

- Where the legal heir is a minor, his lawful guardian will represent his interest.
- For Hindus and Christians, minor's father is the natural guardian and after him the mother. Regarding the guardianship of a minor (Hindu) it has been decided by the Supreme Court that even mother can be a natural guardian even during the life time of father since the welfare of child is of utmost importance.
- For a minor, who is a Muslim, father, then person appointed by father's will, then father's father and then person appointed by father's father will be guardian in order.

A list of legal heirs under various personal laws is as under:

### **Legal heirs under various personal laws (summary)**

#### **i) Hindus**

a) Primary heirs of a Hindu male are:

- i. Son(s)
- ii. Daughter(s)
- iii. Wife
- iv. Mother
- v. Children of Predeceased children
- vi. Widow of predeceased son
- vii. Children of predeceased grand children

b) Primary heir(s) of a Hindu female are:

- i. Son(s)
- ii. Daughter(s)
- iii. Husband
- iv. Children of predeceased children

#### **ii) Muslims**

a) Primary heirs of a Sunni Muslim are:

- i. Son(s)
- ii. Daughter(s)
- iii. Father
- iv. Mother
- v. Spouse (Husband/Wife)

b) Primary heirs of a Shia Muslim are:

- i. Spouse (Husband/Wife)
- ii. Mother
- iii. Father
- iv. Son(s)
- v. Daughter(s)

**iii) Christians**

a) Primary heirs of a Christian are:

- i. Spouse (Husband/Wife)
- ii. Son(s)
- iii. Daughter(s)

**iv) Parsis**

a) Primary heirs of a Parsi male are:

- i. Wife (Widow)
- ii. Son(s)
- iii. Daughter(s)
- iv. Mother
- v. Father
- vi. Children of predeceased children

b) Primary heirs of a Parsi female are:

- i. Husband
- ii. Son(s)
- iii. Daughter(s)
- iv. Children of predeceased children

## Application for Deceased Claim

### Annexure – 2

Form No.352 D Revised

March, 2015

( To be used when account has nomination or is a joint account with survivor clause)

From

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

To

The Branch Manager,  
Bank of Baroda

\_\_\_\_\_ Branch

Dear Sir,

**Re: Deceased Account**

**Late Shri/Smt** .....

**Account No (s)** .....

I/We advise, the demise of Shri/Smt. \_\_\_\_\_ on \_\_\_\_\_.  
He/She holds the above account(s) at your branch. The account is in the \_\_\_\_\_ name(s) of \_\_\_\_\_ :

#### A. In case of Nomination

I, ..... son/daughter of Shri .....  
..... residing at.....  
..... am

- (i) the registered nominee in the above account (s)
- (ii) the person authorized to receive payment on behalf of Master/ Miss ..... who is the nominee in the above account(s) and is a minor as on the date of the claim.

Please settle the balance in the account in the name of the nominee. I/We receive the payment as trustee(s) of the legal heirs of the deceased.

Place:

Yours faithfully,

Date :

{Claimant(s)}

**Witness (\*) 1) Magistrate or Judicial Official OR 2) An Officer of the Central or State Government OR 3) An officer of a bank OR 4) Two persons acceptable to the bank**

<b>Witness-1</b>  <b>Name:</b> _____ <b>Address:</b> _____ _____  <b>Signature:</b> _____	<b>Witness-2</b>  <b>Name:</b> _____ <b>Address:</b> _____ _____  <b>Signature:</b> _____
---	---



**B. In the case of joint account**

I/We request you to delete the name of deceased person and continue the account in my/our name(s) with same mode of operations.

I/We submit photocopy of the following document(s) together with originals. Please return the original to us after verification.

Death Certificate issued by  
Identity proof (required in nomination cases)  
***Consent of Legal Heirs of survivor***

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

Place:  
Date :

Yours faithfully,

{Claimant(s)}

**Form of Inventory of Contents of  
Safe Deposit Locker Hired from Banking Company  
(Section 45ZE (4) of the Banking Regulation Act, 1949)  
(To be used where there is nomination or survivorship clause)**

The following inventory of contents of Safe Deposit Locker No. \_\_\_\_\_ located in the Safe Deposit Vault of \_\_\_\_\_ Branch at \_\_\_\_\_ of bank of Baroda

\* hired by Shri/Smt. \_\_\_\_\_ (deceased) in his/her sole name.

\* hired by Shri/Smt. (i) \_\_\_\_\_ (deceased)  
(ii) \_\_\_\_\_ Jointly  
(iii) \_\_\_\_\_

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Sr.No.	Description of Articles in Safe Deposit Locker	Other Identifying Particulars, if any

For the purpose of inventory, access to the locker was given to the Nominee/and the surviving hirers

- By breaking open the locker under his/her/their instructions.
- Who produced the key to the locker. ( Delete whichever is not applicable)

The above inventory was taken in the presence of:

1. Shri/Smt. \_\_\_\_\_ (Nominee) \_\_\_\_\_

Address \_\_\_\_\_ (Signature)

Shri/Smt. \_\_\_\_\_ (Nominee) \_\_\_\_\_

Address \_\_\_\_\_ (Signature)

and

Shri/Smt. \_\_\_\_\_

Survivors  
of joint hirers

(Signature)

Address \_\_\_\_\_

Shri/Smt. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

2. Witness (es) with name, address and signature:

\* I, Shri/Smt. \_\_\_\_\_ (Nominee)

\* We, Shri/Smt. \_\_\_\_\_ (Nominee),

Shri/Smt. \_\_\_\_\_ and Shri/Smt. \_\_\_\_\_ the survivors of the joint hirers, hereby acknowledge the receipt of the contents of the safe deposit locker comprised in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. \_\_\_\_\_ (Nominee)      Shri/Smt. \_\_\_\_\_ (Survivor)

Signature \_\_\_\_\_      Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

(Survivor)

Shri/Smt. \_\_\_\_\_

Signature \_\_\_\_\_

Date&place \_\_\_\_\_

**NOTE:**

It is made clear that access to locker is given to survivor(s) / nominee(s) only as a trustee of the legal heirs of the deceased locker hirer on the condition that such access if given to survivor(s) / nominee(s) shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

**Form of Inventory of articles left in  
Safe Custody with banking company  
(Section 45ZC (3) of the Banking Regulation Act, 1949)  
(To be used where there is nomination or survivorship clause)**

The following inventory of articles left in safe custody  
of Bank of Baroda \_\_\_\_\_ branch, by Shri/Smt.  
\_\_\_\_\_(deceased) under an agreement/receipt dated \_\_\_\_\_  
was taken on this, \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Sr.No.	Description of Articles in Safe Custody	Other Identifying Particulars, if any

The above inventory was taken in the presence of:

1. Shri/Smt. \_\_\_\_\_(Nominee)

Shri/Smt. \_\_\_\_\_

(Appointed on behalf of minor Nominee)

Address \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

I, Shri/Smt. \_\_\_\_\_(Nominee / appointed on behalf of minor  
Nominee) hereby acknowledge receipt of the articles comprised and set out in the  
above inventory together with a copy of the said inventory.

Shri/Smt. \_\_\_\_\_(Nominee)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

Shri/Smt. \_\_\_\_\_

(Appointed on behalf of minor Nominee)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

\_\_\_\_\_

**NOTE:**

It is made clear that access to safe custody articles is given to survivor(s) / nominee(s) only as a trustee of the legal heirs of the deceased depositor of Safe Custody articles on the condition that such access if given to survivor(s) / nominee(s) shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

**Application Form for Settlement of Claim of Deceased  
 Constituents for payment of balances in accounts, articles in safe deposit  
 locker and safe custody in cases other than Nomination or Joint Account with  
 survivor clause)**

(Applicable for Resident/Non-Resident)

**Bank:**

**Branch:**

To,  
 The Branch Manager,

Address for correspondence

Shri / Smt / Kum

Address:

Contact No.

Email ID

Date: \_\_\_\_\_

**Madam / Dear Sir,**

**Claim for Payment of Balances in the account (s) and delivery of articles in safe deposit locker/safe  
 custody of Late Shri / Smt / Kum. \_\_\_\_\_ expired on \_\_\_\_\_**

I / We advise that Shri / Smt / Kum \_\_\_\_\_ expired on \_\_\_\_\_ / is missing/ not  
 traceable since \_\_\_\_\_.

2. Late Shri / Smt / Kum. \_\_\_\_\_ was maintaining following Accounts /  
 safe deposit locker /safe custody articles in your Branch:

No.	Nature of Deposits	Account No.	Amount *	Date of Maturity	Nature of Liability to the Bank, if any	Amount
1.						
2.						
3.						
4.						
	<b>Total Amt.</b>				<b>Total Amt.</b>	

\*(the actual amount of claim with accrued interest will be worked out on the date of payment.)

b. Safe Deposit Locker No. \_\_\_\_\_ mode of Holding \_\_\_\_\_

c. Safe Custody Article Receipt No. \_\_\_\_\_

Details of Articles: \_\_\_\_\_

3. I/We lodge my / our claim for the above balances with accrued interest/ articles in safe deposit locker /safe  
 custody of the above-named deceased in terms of: **(Select which is  
 applicable)**



Will of the late Shri / Smt / Kum \_\_\_\_\_ dated \_\_\_\_\_ and a probate granted by the court of \_\_\_\_\_ at \_\_\_\_\_ dated \_\_\_\_\_ (**Copies enclosed**).

☐ Succession Certificate dated \_\_\_\_\_ granted by the Court of \_\_\_\_\_ at \_\_\_\_\_ (**Copy Enclosed**).

☐ Letter of Administration No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ at \_\_\_\_\_ (**Copy enclosed**).

☐ The deceased died intestate. I/We lodge our claim without a legal representation for payment as per the Bank's rules & discretion.

4. I/We furnish below the required information about the deceased & the legal heirs in this regard: -

(a) **Date & Place of Death** \_\_\_\_\_

(b) **Details of Death Certificate No.** \_\_\_\_\_ dated \_\_\_\_\_ Authority \_\_\_\_\_ (copy enclosed).  
(Original to be produced for verification.)

(c) **Age** \_\_\_\_\_ Yrs.

(d) **Marital Status**- Married / Unmarried/ Widow(er)

(e) **Permanent Address** –

H No./Flat No. \_\_\_\_\_ Street Name \_\_\_\_\_ Locality/Village \_\_\_\_\_

S No.	Name	Age	Relation	Address	Whether executing Letter of Disclaimer (Yes/No)

City/District \_\_\_\_\_ State \_\_\_\_\_ PIN \_\_\_\_\_

(f) **Religion** \_\_\_\_\_ **Which law of succession is applicable** \_\_\_\_\_  
(Hindu, Mohamedan etc)

(g) **Name (s), Relation (s) & age (s) of the legal heirs of the deceased:**

(h) **Name (s) of the Minor (s) & Natural Guardian (s) / Legal Guardian (s) of minors amongst the claimants.**

S No.	Name of the Minor Claimant(s)	Date of Birth	Name of the Guardian	Relationship with Minor	Whether executing Letter of Disclaimer (Yes/No)

5. Shri / Smt / Kum. \_\_\_\_\_ i.e. the person furnishing the declaration below / the affidavit (Annexure "B") knows our family for last \_\_\_\_\_ years and is unconnected with our family.

I know the deceased and his/her family since last \_\_\_\_\_ years. The person(s) named above is/are the only legal heir(s) of the deceased entitled to succeed to the estate of the deceased. I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons mentioned at 4(g) to (h) above, nor have I any claim or interest of whatsoever nature in the estate of the deceased.

**Certified that to the best of my knowledge & belief the facts stated above are true & correct**

Name in full & Address of the person signing the declaration \_\_\_\_\_

\_\_\_\_\_

Place

Signature

Date

6. We propose the following surety(ies): {No surety required for amounts up to threshold limit}

S No.	Name of the Surety	Address	Net Worth (As per Annexure-D)

7. I / We declare that the facts stated above are true and correct to the best of my/our knowledge and belief.

The amount of claim settled including up to date applicable interest may kindly be issued Banker's cheque/ credited to the account standing in the name of \_\_\_\_\_ /D/O \_\_\_\_\_ maintained with \_\_\_\_\_ Bank \_\_\_\_\_ Branch in India through transfer/ RTGS/NEFT.

**Signature (s) of the claimant (s) who will receive the amount/ articles of safe deposit locker/safe custody**

S. No.	Name of the Claimant	Signature

Place : \_\_\_\_\_

Date : \_\_\_\_\_



Encl: As above.

Note :The Bank is not responsible for any delay in disposal of the claim due to lack of full particulars furnished in this application and may insist on calling for a Legal Representation in case there are disputes among legal heirs & all of them do not join in indemnifying the Bank (Or give letter of disclaimer) or where the Bank has reasonable doubt about the genuineness of the claimant(s) being the only heir(s) of the deceased customer.

**(If the space provided is insufficient, please use additional sheet)**

**FOR OFFICE USE**

**Recommendation:**

I have made necessary inquiries about the claim made by the claimants & satisfied that the claim can be settled. The sureties are waived (Amounts up-to ₹5,00,000/-)\* / Surety/ ies offered are acceptable as per Bank's extant instructions.\* All the necessary documents have been obtained. The claim may be paid to the claimants.

\*(Strike out if not applicable)

Any other remarks:

Place: -----

Signature

Date:-----

**Name :**  
**Designation :**  
**(Recommending Authority)**

**Sanction:**

Sanctioned payment of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_)  
in accounts/ handing over of contents/articles in Safe Deposit Locker/Safe Custody of Late \_\_\_\_\_  
\_\_\_\_\_ to claimant(s).

Place: -----

Signature

Date:-----

**Name :**  
**Designation :**  
**(Sanctioning Authority)**

**Disbursement & Record:**

Amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_)  
paid by way of

☐ Banker's cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ and receipt obtained.

☐ Credited to claimant's Account No \_\_\_\_\_ maintained with \_\_\_\_\_ Branch  
and copy of statement of account carrying the relevant entry maintained on record as part of the claim settlement.

☐ Credited to claimant's Account No \_\_\_\_\_ maintained in India with \_\_\_\_\_  
Bank, \_\_\_\_\_ Branch through RTGS / NEFT vide UTR No \_\_\_\_\_ Dated \_\_\_\_\_  
and copy of acknowledgement of electronic transfer credit maintained on record as part of the claim settlement.

☐ Handed over contents/articles of safe deposit Locker/safe custody account/receipt to claimant and  
acknowledgement kept on record as part of the claim settlement.

All the documents pertain to this claim settlement have been kept on Branch record.

Place: -----

Signature

Date: -----

**Name :**  
**Designation :**  
**(Disbursing Authority)**

**LETTER OF DISCLAIMER**  
(To be stamped as per the Stamp Act applicable to the State)

The Branch Manager

\_\_\_\_\_  
-----

Dear Sir,

\_\_\_\_\_ \*Account No \_\_\_\_\_ in the  
name \_\_\_\_\_ of  
Shri/Smt./Kum. \_\_\_\_\_  
Balance ₹ \_\_\_\_\_

With reference to the above account, I/We, the following legal heirs of the late  
Shri/Smt./Kum. \_\_\_\_\_

\_\_\_\_\_  
(Name of the deceased account holder), have to advise that we have no interest in the  
above assets and as such we have no objection to your paying the balance amount lying in  
the above account(s) with you in the name of the aforesaid Shri/Smt./Kum

\_\_\_\_\_  
(Name of the deceased account holder) to  
Shri/Smt./Kum.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Such delivery of the payment of the balance in the above account(s) would be completely  
binding on us and we will not question the Bank's action in so doing if any proceedings. I/We  
undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration  
made herein.

Sr. No	Name(s) of the Claimants (who relinquish their rights)	Age(yrs)	Signature

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary  
Public/Magistrate)

**\*fill in here the type of account viz. SB/R.D/Term Deposit, Current etc.**

**AFFIDAVIT**

(To be stamped as per the Stamp Act applicable to the State)

I/We \_\_\_\_\_ S/D/O \_\_\_\_\_  
 residing at \_\_\_\_\_ and  
 \_\_\_\_\_

\_\_\_\_\_ S/D/O \_\_\_\_\_ resi  
 ding at \_\_\_\_\_ do hereby  
 make oath\*/solemnly affirm and say as follows:

That Shri/Smt./Kum. \_\_\_\_\_ (Name of the deceased)  
 hereinafter, referred to as "the deceased" died intestate on \_\_\_\_\_ at  
 \_\_\_\_\_

2. That we know the deceased and his/her family since the last \_\_\_\_\_ years.

3. That at the time of his death the deceased left surviving him/her the following persons who according to the law by which they are governed, are the only legal heirs of the deceased entitled to succeed to the estate of the deceased on an intestate succession:

SNO.	Name	Age(yrs.)	Relationship with the deceased

4. That I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons nor have we any claim or interest of whatsoever nature in the estate of the deceased.

5. That we are informed, and we verily believe that the deceased has left certain deposits\*/assets with the \_\_\_\_\_ Bank \_\_\_\_\_ branch, to which the above-mentioned persons are entitled to claim.

6. That we are making this solemn declaration sincerely and conscientiously believing the same to be true and with full knowledge that it is on the strength of this declaration that the \_\_\_\_\_ Bank \_\_\_\_\_ branch, has agreed at our request to make payment of the amount of the deposits/ to deliver the assets to the above mentioned persons without insisting on production by them of a grant of legal representation to the estate of the deceased from a competent Court.

Sworn\*/ solemnly affirmed at this \_\_\_\_\_  
 day of \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

in the presence of \_\_\_\_\_  
 \*(Delete whichever is inapplicable)

before me  
 Judge / Magistrate / Notary

**LETTER OF INDEMNITY**

(To be duly stamped as per the Stamp Act applicable to the State)  
 (Letter of Indemnity with respect to payment of Balance in the Deceased Constituents  
 Account without production of Legal representation)

To,  
 The Branch Manager

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

IN CONSIDERATION of your paying or agreeing to pay us,

**Insert here the names  
 of the claimants**

1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_

The sum of Rupees \_\_\_\_\_ standing at the  
 credit of Saving Bank / Current / R.D Account No. etc. with your Bank in the name of  
 Shri/Smt./Kum. \_\_\_\_\_ since deceased, without  
 production of Letter of Administration or a Succession Certificate to his/her estate, we

**Insert here the  
 Names of the  
 suret(y)ies**

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

do hereby for ourselves and our heirs, legal representatives, executors and administrators,  
 jointly and severally UNDERTAKE AND AGREE to indemnify you and your successors and  
 assign against all claims, demands, proceedings, losses, damages, charges and expenses  
 which may be raised against or incurred by you by reasons or in consequence of your having  
 agreed to pay / or paying me / us the said sum as aforesaid.

Signed, Sealed and delivered by the above named on this \_\_\_\_\_ day of  
 \_\_\_\_\_ two thousand \_\_\_\_\_.

SIGNED AND DELIVERED by the above named

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 5. \_\_\_\_\_

**(Heirs/claimants of the deceased)**

SIGNED AND DELIVERED by the above named

1. \_\_\_\_\_ 2. \_\_\_\_\_

**(Sureties)**

## Opinion Report on Surety

1.	Name in Full	
2.	Address	
3.	Academic Qualification	
4.	Age	
5.	Occupation  (If employed, please state the name of the employer and since when Employed).	
6.	Present Monthly Income / Salary <b>(Attach a Salary Certificate, if income is by way of salary)</b>	
7.	Total yearly income from all sources	
8.	No. of dependents	
9.	Personal Assets	
a.	Immoveable Property viz. land / Building / flat etc. give details acquisitions, present value etc.	
b.	Investments <b>(Fixed Deposits, Shares etc. if any)</b>	
c.	Life Insurance Policy	
d.	Other Assets	
e.	Details of Bank Accounts, if any <b>(Name and address of Bankers with Account No (Current / Savings) to be furnished).</b>	
10.	Personal Liability if any	
11.	Please indicate whether surety is related to claimants Yes/No	
12.	Period for which claimants are known	Yrs.

I confirm that all the statements made by me in this application are true and correct and have been made by me.

Place:

Date:

Signature  
**(Surety)**

Remarks of the Divisional Manager/ Branch Manager

Divisional Manager/ Branch Manager

**Form of Inventory of Contents of Safe Deposit Locker**  
**(To be used where there is no nomination or survivorship clause)**

The following inventory of contents of Safe Deposit Locker No. \_\_\_\_\_ located at \_\_\_\_\_ Branch of \_\_\_\_\_ Bank.

\* hired by Shri/Smt. \_\_\_\_\_ (deceased) in his/her sole name.

\*hired by Shri/Smt. (i) \_\_\_\_\_ (deceased)  
(ii) \_\_\_\_\_ jointly  
(iii) \_\_\_\_\_

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

SNO.	Description of Articles in Safe Deposit Lockers	Other identifying particulars if any

For the purpose of inventory, access to the locker was given to the legal heir(s)/a person mandated by the legal heir(s) and surviving hirers

- By breaking open the locker under his/her/their instructions.
- Who produced the key to the locker (Delete whichever is not applicable)

The above inventory was taken in the presence of:

Legal heirs of deceased joint hirer(s)/person mandated by legal heirs

1. Shri/Smt. \_\_\_\_\_  
Address \_\_\_\_\_ (Signature) \_\_\_\_\_

Shri/Smt. \_\_\_\_\_  
Address \_\_\_\_\_ (Signature) \_\_\_\_\_

And

Shri/Smt. \_\_\_\_\_  
Survivors of Joint hirers \_\_\_\_\_ (Signature) \_\_\_\_\_  
Address \_\_\_\_\_

Shri/Smt. \_\_\_\_\_  
Address \_\_\_\_\_ (Signature) \_\_\_\_\_

2. Witness (es) with name, address and signature:

Shri/Smt. \_\_\_\_\_  
Address \_\_\_\_\_ (Signature) \_\_\_\_\_

Shri/Smt. \_\_\_\_\_  
Address \_\_\_\_\_ (Signature) \_\_\_\_\_

## ACKNOWLEDGEMENT

\* I, Shri/Smt. \_\_\_\_\_ legal heir/mandate holder

\* We, Shri/Smt. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ legal heirs and

Shri/Sm \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ surviving hirers

Hereby acknowledge the receipt of the contents of the safe Deposit locker comprised in as set out in the above inventory together with a copy of the said inventory.

Shri/Smt. \_\_\_\_\_  
(Legal Heir/Mandate Holder)

Shri/Smt. \_\_\_\_\_ Signature \_\_\_\_\_

Shri/Smt. \_\_\_\_\_ Signature \_\_\_\_\_

Shri/Smt. . \_\_\_\_\_ Signature \_\_\_\_\_

Date & Place \_\_\_\_\_  
(\* Delete whichever is not applicable)

**Form of Inventory of articles left in Safe Custody**  
**(To be used where there is no nomination or survivorship clause)**

The following inventory of articles left in safe custody with \_\_\_\_\_ branch of \_\_\_\_\_ Bank by Shri/Smt. \_\_\_\_\_ (deceased) under an agreement/receipt dated \_\_\_\_\_ was taken on this, \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

SNO.	Description of Articles in Safe Custody	Other identifying particulars, if any

The above inventory was taken in the presence of,  
 Legal heirs or a person mandated by legal heirs

1. Shri/Smt. \_\_\_\_\_  
 Address \_\_\_\_\_ (Signature) \_\_\_\_\_

2. Shri/Smt. \_\_\_\_\_  
 Address \_\_\_\_\_ (Signature) \_\_\_\_\_

**ACKNOWLEDGEMENT**

\* I, Shri/Smt. \_\_\_\_\_ legal heir/mandate holder

\* We, Shri/Smt \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Legal heirs

and

Shri/Smt. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Surviving  
 hirers

Hereby, acknowledge the receipt of the contents of the safe Deposit locker comprised in as set out in the above inventory together with a copy of the said inventory.

Shri/Smt. \_\_\_\_\_  
 (Legal Heir/Mandate Holder)

Shri/Smt. \_\_\_\_\_ Signature \_\_\_\_\_

Shri/Smt. \_\_\_\_\_ Signature \_\_\_\_\_

Shri/Smt. . \_\_\_\_\_ Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

(\* Delete whichever is not applicable)



## Annexure – G

### LETTER OF INDEMNITY WITH RESPECT TO DELIVERY OF ARTICLES KEPT IN BANK'S SAFE DEPOSIT VAULT / SEALED BOXES ETC. OF THE DECEASED WITHOUT PRODUCTION OF LEGAL REPRESENTATION

(To be stamped as an agreement)

To,

\_\_\_\_\_

\_\_\_\_\_

In consideration of your delivering or agreeing to deliver to me/us

\_\_\_\_\_

*(Insert here the names of the heir(s) of the deceased)*

The articles/properties mentioned hereunder -

Safe Deposit Locker No./Sealed Box in Safe Deposit Account No.	Details of the articles/property	Description	Weight	Value

and held in the name(s) of \_\_\_\_\_ since deceased, without production of any succession certificate/ letters of administration to his / her / their estate or a certificate from the Controller of Estate Duty to the effect that the estate duty has been paid or will be paid or none is due,

I/We \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_  
*(State here the names of the heir(s) of the deceased).*

and we \_\_\_\_\_ and \_\_\_\_\_  
*(State here the name of the sureties)*

*do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally undertake and agree to indemnify you, the Bank, and its successors and assigns against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against you or incurred by you by reason or in consequence of having delivered or agreed to have deliver to me/us the above mentioned articles/property of the deceased from the safe deposit locker/sealed boxes in safe deposit.*

*Signed sealed and delivered by the above named on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_.*

SIGNED AND DELIVERED by the above named

(1) \_\_\_\_\_

(2) \_\_\_\_\_

*(Heirs of the deceased)*

SIGNED AND DELIVERED by the above named

(1) \_\_\_\_\_

(2) \_\_\_\_\_

*(Sureties)*

**RECEIPT**

Received from \_\_\_\_\_ Bank \_\_\_\_\_ Branch  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Banker's  
Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of  
\_\_\_\_\_ being the balance standing at the  
credit of Saving Bank Account/ Current Account/ TDR/ STDR No. \_\_\_\_\_ in the  
name of \_\_\_\_\_. The balance has been paid to me as  
per Bank rules.

Date :  
Place:

Signature of Claimant  
Name:

**Declaration in case funds are settled in favour of Minor**

I, \_\_\_\_\_, father/mother and natural  
guardian of  
\_\_\_\_\_ hereby certify that the proceeds of  
your Banker's cheque No. \_\_\_\_\_ dated \_\_\_\_\_ favouring  
\_\_\_\_\_ issued by you in full and final settlement of the balance in  
Account No. \_\_\_\_\_ of Late \_\_\_\_\_ will  
be utilized for the benefit of the minor only.

Place:  
Date:

\_\_\_\_\_  
(Signature of Guardian)



**BANK OF BARODA**

**Annexure H**

**LETTER OF INDEMNITY**

In respect of payment of balance in deposit accounts of **Missing person presumed to be dead** (To be stamped as an agreement)

The Branch Manager  
Bank of Baroda  
\_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

WHEREAS Mr/Mrs/Miss \_\_\_\_\_ ( name of the **Missing person presumed to be dead**) of \_\_\_\_\_ (address of the Missing person presumed to be dead) had at the time of his/ her missing to his/her credit a sum of Rupees \_\_\_\_\_ (balance in the account as on the date of missing) which including interest upto \_\_\_\_\_ (date of repayment) amounts to ₹ \_\_\_\_\_ (amount now being repaid) in \_\_\_\_\_ (nature of account) account/s with the Bank of Baroda, \_\_\_\_\_ Branch, (hereinafter referred to as "the said Bank").

AND WHEREAS \_\_\_\_\_ (names of the persons claiming repayment) \_\_\_\_\_ of \_\_\_\_\_ (address) \_\_\_\_\_ (hereinafter referred to as "the said claimant/s") and \_\_\_\_\_ have represented to the said Bank that the said claimant/s is/are entitled to have the said sum paid to the said claimant/s and have accordingly requested the said Bank to pay the said sum to the said claimant/s.

AND WHEREAS the said claimant/s and Mr/Mrs/Miss \_\_\_\_\_ (names of the surety/ies) \_\_\_\_\_ of \_\_\_\_\_ (address of surety/ies) \_\_\_\_\_ have agreed to indemnify the said Bank in respect of such payment.

NOW IN CONSIDERATION of the premises we, \_\_\_\_\_ (name/s of claimant/s) \_\_\_\_\_ And \_\_\_\_\_ (name/s of surety/ies) \_\_\_\_\_

for ourselves and our respective heirs, executors and administrators jointly and severally agree and undertake that the said Bank, its successors and assigns and its Managers, Agents, Officers and Servants, and their respective estates and effects are and shall from time to time and at all times hereafter be kept safe and saved harmless and indemnified for and in respect of such payment and against all actions, losses, costs, charges, expenses and demands whatsoever in respect of the said payment.

Yours faithfully,

\_\_\_\_\_  
\_\_\_\_\_(To be signed by the claimant/s and surety/ies)

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