



**MODEL OPERATING PROCEDURE FOR SETTLEMENT
OF CLAIMS IN DECEASED CONSTITUENT'S ACCOUNTS
2024**

1. INTRODUCTION

While availing various banking services, the customer's money or assets may remain in possession of the Banks. So long as the customer is alive, the customer or his duly authorized representative can do the banking transactions and claim the money or assets lying in the Bank and give a valid discharge. However, upon death of a customer, his legal heirs or registered nominee/survivors are only entitled to receive the money / assets belonging to the deceased customer lying with the Bank and give a valid discharge.

Death of a person is a turbulent period, both mentally and financially, for the members of the bereaved family. Speedy disposal of claim petitions of deceased customers would be a solace to his/her legal heirs/nominee/survivor. Further prompt settlement of claims will facilitate enhancing the image of our Bank and strengthen our bond with surviving family members. Hence the Bank has adopted the system of effective and efficient handling of claim petitions by branches to ensure that the rightful claimants (nominees/legal heirs/survivors) get the money or access to lockers belonging to the deceased customer in accordance with law.

With a view to remove the hardships faced by Common Person, the Bank maintains a well-defined policy in tune with regulatory prescriptions for settlement of claim by legal heirs of deceased customers in respect of deposits, articles in safe custody, contents in safe deposit lockers and security created in favour of the Bank to avail loans such as gold loans etc.

2. LEGAL POSITION

The legal position is quite clear in the matter of settlement of claims on the death of an individual. In the absence of nomination or clear mandate in respect of a joint account or a Will left behind by the deceased depositor/hirer, the Bank is required to pay the stock at the time of death of the person jointly to all the legal heirs of the deceased.

3. WHAT IS A CLAIM AND WHO IS TO CLAIM

A claim arises when the depositor/hirers of safe deposit locker die. A claim may also arise when the borrower who created security with the Bank to avail loans such as gold loans etc. expired. A claim in respect of the assets of a deceased customer can be submitted by his nominee, if the nomination is made by the deceased constituent. In the absence of nomination, the claimants are generally the legal heirs of the deceased or beneficiaries under

a Will or Settlement or Succession certificate or Letter of Administration etc. When the depositor dies intestate, the legal heirs would be the claimants.

4. CUSTOMER GUIDANCE AND PUBLICITY

This document also aims at creating greater awareness amongst depositors/safe deposit locker hirers about the advantages of availing "nomination" facility offered by banks or giving operational mandates like "Either or Survivor", etc. when accounts are opened/safe deposit lockers are hired in joint names.

ADVANTAGES OF NOMINATION FACILITY / SURVIVORSHIP MANDATE

I (i). Nomination facility

- ❖ Nomination facility is available for all types of Deposit Accounts and in respect of Safe Deposit Locker operated jointly or singly including sole proprietorship accounts. However, nomination facility is not available for loans such as gold loans.
- ❖ Nomination facility is not available for the following types of deposit accounts
 - Accounts held in the representative capacity—for e.g. as trustee, as liquidator, as treasurer etc.
 - Accounts held by partnership firms.
 - Accounts of joint stock companies/associations/clubs and such other organizations.
- ❖ Since an overdraft account is not a deposit account, no nomination facility is available for credit balance held in overdraft accounts.
- ❖ Nomination facility is available for Savings Bank Account opened for credit of pension. Banking Companies (Nomination) Rules, 1985 are distinct from the Arrears of Pension (Nomination) Rules, 1983 and nomination exercised by the pensioner under the latter rules for receipt of arrears of pension will not be valid for the purpose of deposit accounts held by the pensioners with banks for which a separate nomination is necessary in terms of the Banking Companies (Nomination) Rules, 1985 in case a pensioner desires to avail of nomination facility.
- ❖ Nomination shall be made only in favour of individuals. As such, a nominee cannot be an Association, Trust, Society or any other Organization or any office-bearer thereof in his official capacity.

- ❖ The account holder(s) only can nominate. In the case of joint deposits with other individuals, the nomination shall be done by the depositors jointly. There cannot be more than one nominee in respect of a single/joint deposit account.
- ❖ 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. Nomination in favour of more than one person (i.e. up to 2 persons) is permissible in jointly operated locker accounts with common consent. Whereas nomination facility is not available in respect of lockers with “Either or Survivor” / “Former or Survivor” / “Anyone or Survivors” / “Latter or Survivor” mandate.
- ❖ A nominee cannot appoint another nominee as the right to make nomination vests with the depositor(s) / hirer(s) alone.
- ❖ If the depositor is a minor, the nomination should be made by a person lawfully entitled to act on behalf of the minor. In such cases it should be ensured that the nomination is made by the natural guardian or the person who is lawfully entitled to act on behalf of the minor. When the minor attains majority, a fresh nomination form or a consent letter should be obtained from the depositor (erstwhile minor) and kept along with the nomination form.
- ❖ Nomination can be made in favour of a minor also. However, in such cases, the depositor(s) / jointly operated locker hirer(s) may appoint another individual, not being a minor, to receive the amount of deposit/ contents in the safe deposit locker on behalf of the nominee in the event of death of the depositor(s) / hirer (s) during the period when the nominee was still a minor.
- ❖ Customers are at liberty to make, change or cancel the nomination at any time during his/her life time. There is no restriction as to the number of times a nomination can be cancelled/varied. However, the customer(s) should only use the prescribed forms for making/cancellation or variation of nomination. A duly filled in requisite form signed by the customer (s) shall be submitted to the Branch concerned for the said purpose. Bank may allow variation/cancellation of a subsisting nomination by all the surviving depositor(s)/ locker hirer(s) operated jointly.
- ❖ Signatures of the account holders in the nomination forms need not be attested by witnesses but Thumb-impressions(s) shall be attested by two witnesses.
- ❖ For the existing accounts where nomination is not made, the account holder/s can do so by submitting duly filled up nomination forms available with the branches/website.

- ❖ In the case of a joint deposit account/ jointly operated safe deposit locker, the nominee's right arises only after the death of all the depositors/locker hirers.
- ❖ Nomination is introduced solely for the purpose of simplifying the procedure for settlement of claims of deceased depositors / safe deposit locker hirers. Nomination facility does not take away the rights of legal heirs of the deceased depositor/ hirer of safe deposit locker on the estate of the deceased. The nominee would be receiving the stock from the bank as a trustee of the legal heirs.
- ❖ Nomination facility is voluntary and if availed, would ensure smooth settlement of claim to the nominee. In case of deposit accounts with nomination, on the death of the depositor, the balance outstanding in the deposit(s) will be paid to the nominee on verification of his/her identity (such as Aadhaar card, Election ID Card, PAN Card, Passport etc.) and genuineness of such individual approached and proof of death of depositor.
- ❖ If the sole locker hirer nominates an individual to receive the contents in the locker, in the event of his death, after verification of the death certificate and satisfying the identity and genuineness of such individual approached, the banks shall give access of the locker to such nominee with liberty to remove the contents of the locker, after an inventory was taken in the prescribed manner. In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates any other individual(s), in the event of death of any of the locker hirers, the bank shall give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s) after an inventory was taken in the prescribed manner. In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the bank shall follow the mandate in the event of death of one or more of the joint locker-hirers.
- ❖ The nomination facility simplifies the procedure for settlement of claims of deceased depositor(s)/ locker hirer(s) as banks will get a valid discharge by making payment of the balance outstanding in a depositor's account or delivering contents of safe deposit locker to the nominee at the time of his death.
- ❖ Nomination forms for various purposes are available in the Bank's website.

I (ii). Survivorship

- ❖ 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.
- ❖ 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 condition that there is no order from a competent court restraining the bank from making such payment.

I(iii). Deposit Accounts with Survivor/Nominee Clause.

- ❖ As per regulatory guidelines, in the case of deposit accounts, where the depositor(s) 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 nominee / survivor(s) of the deceased deposit account holder represents a valid discharge of the bank's liability provided: (a) the bank has exercised due care and caution in establishing the identity of the nominee / survivor(s) and the fact of death of the account holder through appropriate documentary evidence; (b) there is no order from the competent court restraining the bank from making the payment from the account of the deceased and (c) it has been made clear to the nominee / survivor(s) 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 nominee / survivor(s) to whom the payment is made.

METHODS OF SETTLEMENT OF CLAIMS

A claim on the credit balance or the assets of a deceased customer/ contents in the safe deposit locker can be settled in any one of the following methods. (a) Settlement based on Nomination/ Survivorship; (b) Settlement based on production of Legal Representation

(Succession Certificate, Will, Letter of Administration etc); and (c) Settlement in the absence of any Nomination or Legal Representation

This Model Operating Procedure intends to lay down the broad framework with respect to settlement of claims in respect of Assets as well as Safe Deposit Lockers based on production of Legal Representation (Succession Certificate, Will, Letter of Administration etc); and Settlement in the absence of any Nomination or Legal Representation.

PROCEDURE FOR SETTLEMENT OF CLAIMS BASED ON PRODUCTION OF LEGAL REPRESENTATION

Settlement based on Legal Representation shall include settlements based on Succession Certificate, Will or Letter of Administration which empowers certain person(s) to collect the amount due to the deceased customer / contents of a safe deposit locker hired by the deceased customer.

(a) Probated Will: - A probate means a copy of a Will certified under the seal of a Court of competent jurisdiction with a grant of administration to the estate of the testator (Section 2(f) of Indian Succession Act 1925). A Probate is conclusive as to the representative title of the Executor to represent the estate. It is also conclusive proof as to the due execution of the Will and as to the genuineness of the Will.

Probate of Will is mandatory in the case of Wills executed by any Hindu, Buddhist, Sikh or Jain in the Presidency Towns, i.e., Chennai, Kolkata and Mumbai and Wills executed outside the Presidency Towns wherein the subject matter of the Will is situated at the Presidency Towns. In other places, probate of Will is not mandatory and, in such cases, a declaration should be submitted by all the legal heirs stating that the Will produced is the last Will of the deceased and the same was not cancelled or amended during the life time of testator. On perusal of the Will, if any doubt or ambiguity arises regarding execution of the Will, the Bank may advise the claimant to get the Will probated.

(b) Letter of Administration: - "Administrator" means a person appointed by competent authority to administer the estate of a deceased person. When person dies intestate / does not nominate an executor under a Will, then the *Letter of Administration* acts as a facilitating document. Letter of Administration is granted to the beneficiaries after they apply to a Court of law having competent jurisdiction. Letter of Administration entitles the administrator to all rights belonging to the intestate as effectually as if the administration had been granted at the moment after his death.

(c) Succession Certificate:- Succession certificate is a certificate or order issued by a court of competent jurisdiction declaring the names of the legal heirs of the deceased person and the percentage of their share in the property of the deceased. Succession Certificate gives legal recognition to the right of legal heirs to inherit the estate of the deceased. It gives authority to a person named therein to collect the debts and securities due to deceased person.

When a legal representation is produced, the Bank will make payment of proceeds in the deceased customer's account or deliver the contents in the locker hired by the deceased to the persons mentioned therein and the Bank will get a valid discharge by making such payment or delivery of contents in the safe deposit locker.

The Claimant(s) shall submit the following documents when a claim for the deposit/ SDL is made by him/her:

- Claim application
- Death Certificate Issued by Competent Authority;
- Succession Certificate OR Probated Will OR Letter of Administration (as applicable)
- KYC document of holder(s) of grant of legal representation like Election ID Card, Aadhar Card, Passport or any other proof of identification acceptable to the Bank;
- Stamped receipt signed by the Claimant(s).

PROCEDURE FOR SETTLEMENT OF CLAIM IN THE ABSENCE OF NOMINATION OR LEGAL REPRESENTATION

(a) What are the criteria to settle the claims?: -

- In case of deposits, the closure proceeds will be the criteria to determine the monetary limits/discretion of authorities for settlement.
- In case of contents in safe deposit locker, value of the assets kept in the locker will determine the delegated financial powers
- In case of Gold Loan accounts, market value of the pledged items will be the criteria to decide the delegated financial powers to settle the claim.

(b) Procedure for settlement of claims up to and inclusive of Rs.25000/-: -

To be in tune with the RBI guidelines and keeping in view its risk management systems, Bank has fixed Rs.25,000/- (Rupees Twenty-Five Thousand only) as minimum threshold limit and in such cases Branch Heads (irrespective of the grade) are authorized to settle the claims following the simplified procedure as below;

The Branch Head can settle the claims up to and inclusive of Rs.25,000/- (Rupees Twenty-Five Thousand only) without insisting for any documentation other than a Letter of Indemnity. Requirement of Surety and Legal Heirship Certificate are waived for all claims within the aforesaid threshold limit. The Branch Heads shall, after due enquiry be convinced with the bonafides of the claim and the identity of the claimants before settlement of claims. It shall also be ensured that the claimants are the only surviving legal heirs of the deceased constituent, there is no prohibitory/injunction/attachment order from parting with the assets of the deceased and there are no dues to the Bank from the deceased either directly or indirectly. The claimants shall submit (i) Claim application, (ii) Death certificate of the customer issued by competent authority (original will be returned after verification and bank will maintain a copy), (iii) Letter of Indemnity, (iv) Receipt/ Acknowledgement as applicable, (v) KYC documents as per norms and (vi) If there is a minor claimant, declaration to the effect that the proceeds of claim in favour of the minor claimant shall be utilized for the benefit of the minor(s) only.

(c) Procedure for settlement of claim above Rs.25000/-: -

The claimants shall submit the claim application with required documents to the Branch concerned where the deceased maintained the accounts / hired locker and the Branch Head after examining the documents and satisfying its genuineness will submit the documents and recommend the claim to the competent authority of the Bank. The competent authority, as per the delegated monetary limits/discretion, shall, after being satisfied as to identity and genuineness of the legal heirs/ claimants and authenticity of the documents submitted, will permit the Branch to settle the claim.

The claimant(s) shall submit the following documents while requesting for claim settlement:

- (i) **Claim Application** (as per the format hereinbelow) duly filled up and signed by all the claimants/legal heirs of the deceased.
- (ii) **Death certificate of the customer** issued by the competent authority. (Original will be returned after verification and bank will maintain a copy.)
- (iii) **Legal heirship certificate** issued by the concerned Revenue authority /Tahsildar.
- (iv) It is observed that only very few States are issuing the legal heirship certificate for the purpose of settlement of claims and in that case also, the amount up to which the Tahsildar is authorized to issue heirship certificate is very low. Moreover, the procedures for obtaining legal heirship certificate are cumbersome causing

considerable delay. Hence, the Bank may accept Relationship Certificate/ Family Tree Certificate/Family Membership Certificate issued by Village Officer in lieu of Legal Heirship Certificate or Certificates issued by the local authorities showing the relationship of the claimants with the deceased. In states where none of the above certificates are issued, an affidavit sworn by the Legal heirs as per **Annexure 2** duly attested by the Executive/Judicial Magistrate.

- (v) If the claim is supported by Relationship Certificate/ Family Tree Certificate/Family Membership Certificate issued by Village Officer or Certificates issued by the local authorities showing the relationship of the claimants with the deceased, Notarized affidavit as per **Annexure 3**.
- (vi) If the claim is not supported by Legal representation such as Succession Certificate, Letter of Administration, Will etc., but supported by Legal Heirship Certificate, a Notarized Declaration stating that the deceased died intestate and they are the only legal heirs as per **Annexure 9**.
- (vii) If the deceased constituent is governed by Mohammedan Law, certificate by concerned Juma—at as per **Annexure 7** confirming the date of death, sect to which the deceased belongs and the details of legal heirs.
- (viii) Indemnity signed by all legal heirs and two sureties acceptable to the Bank, as per **Annexure 1**.
- (ix) Declaration as per **Annexure 6** in case there is a minor claimant.
- (x) Receipt as per **Annexure 4** for deposits /Acknowledgement as per **Annexure 5** for gold loan accounts and contents in safe deposit locker, as applicable.
- (xi) **Asset & Liability statement of sureties** to confirm their creditworthiness. (Sureties shall be solvent and have net worth double the value of the claim amount).
- (xii) **KYC documents as per norms** (Originals of the KYC documents will be returned after verification and the bank will maintain copies)

Bank may however call for succession certificate from the legal heirs of the deceased customer in cases where there are disputes and all the legal heirs do not join in documentation formalities of the Bank or in certain other exceptional cases where the Bank has a reasonable doubt about the genuineness of the claimant/s being the only legal heir/s of the deceased customer.

(d) Minor as a Claimant: -

Minor means any person who has not completed the age of 18 years. In cases where the Court has appointed guardian for the minor, then the minor will attain the age of majority only on completion of 21 years. A minor is incompetent to enter into any contract as per the Indian Contract Act. Where minor(s) is/are entitled to receive the assets of the deceased, the claim application and other required documents for and on behalf of the minor shall be executed by the natural guardian or court appointed guardian as per the provisions of extant laws.

(e) Claims in Respect of Missing Persons: -

Settlement of claims in respect of missing persons would be governed by the Bharatiya Sakshya Adhiniyam, 2023 which states that the 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 customer 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 accounts of the deceased.

Branch Heads shall settle claims up to the threshold limit of Rs.25000/- to the Nominee/Legal Heirs, without insisting on production of any documentation other than (i) FIR for reporting missing of a person; (ii) Non-traceable report issued by police authorities (iii) Letter of indemnity. However, the Branch Head shall ensure that claimants are the only legal heirs of the deceased constituent and the other documents applicable for Death Claims up to the threshold limit shall be submitted by the claimants. In respect of claims above the threshold limit, the competent authority of the Bank, as per the delegated monetary limits/discretion, shall settle the claim on production of (i) FIR for reporting missing of a person (ii) Non-traceable report issued by police authorities; (iii) Order issued by the Competent Court raising express presumption of death of the customer and (iv) Other documents applicable for settlement of claim above Rs.25000/-.

(f) General guidelines for settlement of claims:

- Bank shall conduct discrete enquiry to confirm that the claimants are the only legal heirs of the deceased customer.

- Bank will exercise its right of general lien or set off when there are dues to the Bank and the balance, if any, will be settled to the claimants, in respect of deposits and gold loans.
- Bank shall not settle the claim if injunction/attachment order is received from any Court or Forum, restraining the Bank from parting the assets of the deceased.

SETTLEMENT OF CLAIM IF THE DEATH CERTIFICATE IS ISSUED OUTSIDE OF INDIA

If the death certificate in respect of the deceased customer is issued outside of India, such certificate is to be authenticated by any one or more of the following modes, done in the country of issuance;

- i] Notarization through the Notary Public of the issuing country;
- ii] Apostilled (An Apostille is a certificate that authenticates the signature of a public official on a document for use in another country);
- iii] Consularised (Consularisation is the act of authenticating any legal document by the Consul Office).

TIME NORMS FOR SETTLEMENT OF CLAIM.

Bank may 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 15 days from the date of receipt of the claim subject to production of documentary proof of death of the depositor(s) and suitable identification of the claimant(s) to the Bank's satisfaction. In case of accounts without survivor/ nominee clause, Bank shall endeavour to settle the claim within one month from the date on which the requisite documents have been submitted.

**INDICATIVE LIST OF LEGAL HEIRS UNDER DIFFERENT
PERSONAL LAWS**

Primary heirs of a Hindu male dying intestate are	Primary heirs of a Hindu Female dying intestate are
1. Son(s)	1. Son(s)
2. Daughter(s)	2. Daughter(s)
3. Wife	3. Husband
4. Mother	4. Children of predeceased children
5. Children of Predeceased children	
6. Widow of predeceased son	
7. Children of predeceased grand children	

Primary heirs of a Sunni Muslim are:	Primary heirs of a Shia Muslim are:
1. Son(s)	1. Spouse
2. Daughter(s)	2. Mother
3. Father	3. Father
4. Mother	4. Son(s)
5. Spouse	5. Daughter(s)

Primary heirs of a Christian are:
Spouse
Son(s)
Daughter(s)

Primary heirs of a Parsi male are:	Primary heirs of a Parsi female are:
1. Wife (Widow)	1. Husband
2. Son(s)	2. Son(s)
3. Daughter(s)	3. Daughter(s)
4. Mother	4. Children of predeceased children
5. Father	
6. Children of predeceased children	

**SETTLEMENT OF CLAIMS IN VARIOUS TYPES OF OPERATIONAL
INSTRUCTIONS**

I. DEPOSITS

(a) 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

(b) 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)

II. LOCKERS

(a) 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

LOCKERS

(b) Without Nomination

Locker in the Name of	Operational Instructions	Situation	What is to be done
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.

**DOCUMENTS FOR SETTLEMENT OF CLAIMS IN RESPECT OF
DECEASED CONSTITUENT'S ACCOUNTS**

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**APPLICATION FORM FOR SETTLEMENT OF CLAIM OF DECEASED
CONSTITUENTS ACCOUNTS**

To

The Branch Manager,

_____ Branch.

Dear Sir,

I/We, hereby declare that I/We am/are the legal heir(s) of the deceased customer of the Bank entitled to:

- receive the amount due on the deposit(s) detailed below and/or,
- receive the contents of safe deposit locker(s) and/or,
- receive the pledged gold ornaments.

Accordingly, I/We hereby submit my/our claim and agree to furnish the requisite particulars/documents/indemnities, etc. as prescribed by the Bank.

Name of the deceased customer	
Age of the deceased at the time of death	
Marital Status - Married / Unmarried/ Widow / Widower	
Permanent Address of the deceased	
Religion of the deceased for the purpose of settlement of claim	
Whether parents of the deceased are alive	

Details of accounts/GL/Locker maintained with any other Branch of the Bank					
Details of amount, if any, due to the Bank from the deceased customer (In ₹)					
Details of Succession Certificate produced by the claimants	Name of the court issued the Succession Certificate	Date of Succession certificate	Details of the person(s) ordered as successors to the deceased [Certified copy of the order to be annexed]		
Details of "WILL" produced by the claimants (The original "Will" to be furnished for verification by the Bank together with copy of the "Will" and probate order, if applicable)	Date of the "Will"	If the Will is probated, provide name of the Court and date of order	If the Will is registered, date of registration of the Will	Name/s of the executor(s) under the will	Person(s) to whom the properties of the deceased including bank accounts/assets with the Bank are allotted
Details of Letters of Administration produced by the claimants	Name of the Court from where the order obtained.		Date of the order		Details of the Administrator(s) to deal with the assets of the deceased, including assets with the Bank.

Details of two proposed Sureties (Sureties should be solvent and their net worth must be at least double the value of the claim amount)	Name and address of the proposed sureties	Net worth of the proposed sureties

I / we submit the following documents:

- 1.
- 2.
- 3.
- 4.
- 5.

I/We request you to pay the balance amount lying to the credit of the above-named deceased / release the pledged gold jewellery /contents of safe deposit locker to me/us. I/We hereby declare that the above particulars are true and correct.

Name of the claimant(s)	Signature of the claimant(s) (In case of minor claimant, his/her guardian shall sign for and on behalf of the minor)

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 where the Bank has reasonable doubt about the genuineness of the claimant(s) being the only heir(s) of the deceased customer.

FOR OFFICE USE

Recommendation of the Branch:

1. I have made necessary inquiries about the claim made by the claimants & satisfied about the correctness of the particulars furnished by the claimants.
2. Sureties offered are acceptable as per Bank's extant instructions and their credit worthiness are verified by me.
3. All the necessary documents have been obtained.
4. The claim may be settled to the claimants.

Any other remarks:

Place: -----

Signature:

Date-----

Name:

Designation:

ANNEXURE - 1

//To be stamped as an Indemnity as per respective State Stamp Act//

INDEMNITY

THIS DEED OF INDEMNITY EXECUTED BY

1.Sri/Smt/Ms/Mx_____aged _____ yrs

S/o/D/o/W/o_____

residing at_____

2.Sri/Smt/Ms/Mx_____aged _____ yrs

S/o/D/o/W/o_____

residing at_____

3.Sri/Smt/Ms/Mx_____aged _____ yrs

S/o/D/o/W/o_____

residing at_____

4.Sri/Smt/Ms/Mx_____aged _____ yrs

S/o/D/o/W/o_____

residing at_____

5.Sri/Smt/Ms/Mx_____aged _____ yrs

S/o/D/o/W/o_____

residing at_____

(Hereinafter referred to as the “**Claimants**” which expression shall include his / her / their successors, heirs, legal representatives, executors, administrators and assigns from time to time)

AND

i)Sri/Smt/Ms/Mx_____aged _____ yrs

S/o/D/o/W/o_____

residing at_____

(ii)Sri/Smt/Ms/Mx_____aged _____ yrs

S/o/D/o/W/o_____

residing at_____

(Hereinafter referred to as the “**Sureties**” which term shall include his / her / their successors, heirs, legal representatives, executors, administrators and assigns from time to time)

IN FAVOUR OF DHANLAXMI BANK LTD., a duly incorporated Scheduled Commercial Bank, being governed by the provisions of the Banking Regulation Act 1949, having its Registered Office at Dhanalakshmi Buildings, Naickanal, Thrissur, Kerala and Corporate Office at Punkunnam, Thrissur, Kerala and having Branches and offices at various places, one among them at _____ (hereinafter referred to as the “**Bank**” which expression shall, unless repugnant to the subject or context thereof, mean and include its successors and permitted assigns from time to time).

IN CONSIDERATION OF the Bank, at the request of the claimants and sureties;

¹ paying or agreeing to pay to the claimants, the sum of ₹ _____
(Rupees _____
_____ only) standing at the credit of current/savings/recurring/term
deposit/ _____ account No. _____
with the Bank held in the name of

and/or

² releasing or agreeing to release to the claimants, the pledged gold ornaments, the particulars of which are described in **Schedule - I** hereunder, pledged by

and/or

³ delivering or agreeing to deliver to the claimants, the contents in the safe deposit locker, as per the **inventory annexed** herewith, hired by

_____ (hereinafter referred to as “**deceased**”),
who died intestate on _____ without producing Letters of Administration or a Succession Certificate to his/her estate, or a certificate from the authority concerned to the effect that applicable tax / duty has been paid or will be paid or none is due, the claimants and sureties do hereby, jointly and severally irrevocably and unconditionally **UNDERTAKE AND AGREE: -**

1 Strike out if no deposit account

2 Strike out if no gold loan accounts

3 Strike out if no safe deposit locker hired by the deceased

1. To defend, keep harmless and indemnified the Bank at all times and relieve the Bank from all notice/suits, claims and demands (including a claim in respect of payment of tax/duty) which may at any time be commenced, made, instituted or prosecuted against the Bank, by any person or persons or authority, whomsoever being or claiming to be entitled for the ⁴ aforesaid amount in the deposit account/ pledged gold ornaments / contents of safe deposit locker of the deceased and from and against all losses, costs, charges, damages, expenses, whatsoever which may be raised against or incurred by the Bank by reason or in consequence of, ⁵ paying or agreeing to pay the aforesaid amount in the deposit account / releasing or agreeing to release the pledged gold ornaments / delivering or agreeing to deliver the contents in the safe deposit locker, to the claimants.

2. That the claimant(s) is/are the only legal heir(s) entitled to claim and receive the ⁶ aforesaid amount in the deposit account / the pledged gold ornaments / the contents in the safe deposit locker in the name of the deceased with the Bank.

IN WITNESS WHEREOF, we the claimants and sureties have hereunto set our hands at _____ on this the _____ day of _____ 20_____.

Name of the Claimants	Signature
1.	
2.	
3.	
4.	
5.	

Name of the Sureties	Signature
1.	
2.	

Name of the Witnesses	Signature
1.	
2.	

4 Strike out which are not applicable

5 Strike out which are not applicable

6 Strike out which are not applicable

7 SCHEDULE - I

Sl. No.	Description of the ornaments pledged	Other identifying particulars, if any	Weight	
			<u>Gross Wt (In Gms)</u>	<u>Net Wt (In Gms)</u>

Encl: **8** Inventory of contents in the Safe Deposit Locker No.....hired by the deceased

Name of the Claimants

Signature

- 1.
- 2.
- 3.
- 4.
- 5.

Name of the Sureties

Signature

- 1.
- 2.

Name of the Witnesses

Signature

- 1.
- 2.

7 Strike out if no gold loan accounts

8 Strike out if no safe deposit locker hired by the deceased

ANNEXURE - 2

//To be stamped as an affidavit as per respective state Stamp Act//

AFFIDAVIT

[Applicable in states where the Govt. is not issuing certificate evidencing legal heirs]

To

Dhanlaxmi Bank Ltd

_____ Branch

I/We,

(1) _____

Son/daughter/wife of _____ residing

at _____ and

(2) _____

Son/daughter/wife of _____ residing

at _____ and

(3) _____

Son/daughter/wife of _____ residing

at _____ and

(4) _____

Son/daughter/wife of _____ residing

at _____ and

(5) _____

Son/daughter/wife of _____ residing

at _____

do hereby solemnly affirm and state as follows: -

1. That Sri/Smt/Ms/Mx. _____

(hereinafter referred to as "the deceased") died intestate on _____

at _____

2. That I/we further state that the deceased was holding a current/savings/recurring/term

deposit/ _____ account No. _____

 1 Strike out whichever is not applicable

(hereinafter referred to as “ said account”) / Safe Deposit Locker No. _____ / had pledged gold ornaments with _____ branch of DHANLAXMI BANK LTD (hereinafter referred to as the “Bank” which expression shall, unless repugnant to the subject or context thereof, mean and include its successors and permitted assigns from time to time)

3. That I/we further state that the below mentioned are the only legal heirs entitled to succeed to the estate of the deceased by intestate succession and to claim and receive the ²proceeds in the said account / pledged gold ornaments / contents held in the safe deposit locker in the name of the deceased with the Bank.

No	Name	Age	Relationship with the deceased

² Strike out whichever is not applicable

4. That I/we further declare that the deceased had not left behind any WILL and that there are no disputes or prohibitory order passed by any Court/ Forum with respect to the estate of the deceased.

5. That I/we further declare that I/we am/are unable to procure a ³succession certificate / legal heirship certificate/family membership certificate/family tree certificate/relationship certificate/ any other certificate from the competent authority concerned evidencing our right to succeed to the estate of the deceased and requested the Bank to settle the claim relying on this affidavit. In consideration of the Bank having agreed to ⁴pay the proceeds in the said account / release the pledged items/deliver the contents held in the safe deposit locker in the name of the deceased with the Bank relying on this affidavit, I/We agree to hold the Bank harmless at all times hereinafter against all losses, damages, costs, charges, actions, claims, demands, and expenses (including the legal costs) whatsoever which the Bank may sustain or suffer or be put to or may become liable or incur by reason or in consequence of, ⁵paying or agreeing to pay the proceeds in the said account / releasing or agreeing to release the pledged gold ornaments / delivering or agreeing to deliver the contents in the safe deposit locker to me/us.

6. That I/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 has agreed at our request, to ⁶pay the proceeds in the said account / release the gold ornaments /deliver the contents in the safe deposit Locker in the name of the said deceased to us without insisting on production of legal representation or legal heirship certificate or other certificate issued by the competent authority.

7. I/ We further declare and solemnly affirm that this declaration is irrevocable and I/ we may be liable in damages to the Bank in case it turns out that the information given by me/us as stated above is incorrect or false or both. I/We am/are further aware that if the Bank is making ⁷any payment/releasing the assets relying or depending on the information

³ Strike out whichever is not applicable

⁴ Strike out whichever is not applicable

⁵ Strike out whichever is not applicable

⁶ Strike out whichever is not applicable

⁷ Strike out whichever is not applicable

furnished above, I/we am/are liable to reimburse on demand, without demur, all amounts so paid/assets released and also all costs, charges, expenses, claims etc., incurred by the Bank, in case it turns out that the information given by me/us as stated above is incorrect or false or both. The liability, if any, arising on account of my/our giving this declaration shall also be binding on our legal heirs, executors, administrators and assigns.

SOLEMNLY AFFIRMED on this the _____ day of _____ 20_____ in the presence of the following witnesses.

Name of the claimant(s)	Signature
-------------------------	-----------

- 1
- 2
- 3
- 4
- 5

Name of the Witnesses	Signature
-----------------------	-----------

- 1
- 2

The parties solemnly affirmed and signed before me on this the _____ day of _____ 20__ at my office at.....

(Seal and signature of ⁸Executive/Judicial Magistrate)

ANNEXURE - 3

//To be stamped as an affidavit as per respective state Stamp Act//

AFFIDAVIT

[Applicable in case where the legal heirship certificate is waived]

To

Dhanlaxmi Bank Ltd

_____Branch

I/We,

(1) _____

Son/daughter/wife of _____ residing
at _____ and

(2) _____

Son/daughter/wife of _____ residing
at _____ and

(3) _____

Son/daughter/wife of _____ residing
at _____ and

(4) _____

Son/daughter/wife of _____ residing
at _____ and

(5) _____

Son/daughter/wife of _____ residing
at _____

do hereby solemnly affirm and state as follows:-

1. That Sri/Smt/Ms/Mx. _____
(hereinafter referred to as "the deceased") died intestate on _____
at _____

2. That I/we further state that the deceased was holding ¹ a current/savings/recurring/term deposit/ _____ account No. _____ (hereinafter referred to as “ said account”) / Safe Deposit Locker No. _____ / had pledged gold ornaments with _____ branch of DHANLAXMI BANK LTD (hereinafter referred to as the “Bank” which expression shall, unless repugnant to the subject or context thereof, mean and include its successors and permitted assigns from time to time)
3. That I/we further state that the below mentioned are the only legal heirs entitled to succeed to the estate of the deceased by intestate succession and to claim and receive the ² proceeds in the said account / pledged gold ornaments / contents held in the safe deposit locker in the name of the deceased with the Bank.

No	Name	Age	Relationship with the deceased

4. That I/we further declare that the deceased had not left behind any WILL and that there are no disputes or prohibitory order passed by any Court/ Forum with respect to the estate of the deceased.

1 Strike out whichever is not applicable

2 Strike out whichever is not applicable

5. That I/we further declare that I/we am/are unable to procure a succession certificate / legal heirship certificate but procured ³family membership certificate/family tree certificate/relationship certificate / any other certificate from the competent authority concerned evidencing our right to succeed to the estate of the deceased and requested the Bank to settle the claim relying on this affidavit. In consideration of the Bank having agreed to ⁴pay the proceeds in the said account / release the pledged items/deliver the contents held in the safe deposit locker in the name of the deceased with the Bank relying on ⁵family membership certificate/family tree certificate/relationship certificate / any other certificate from the competent authority and this affidavit, I/We agree to hold the Bank harmless at all times hereinafter against all losses, damages, costs, charges, actions, claims, demands, and expenses (including the legal costs) whatsoever which the Bank may sustain or suffer or be put to or may become liable or incur by reason or in consequence of, ⁶paying or agreeing to pay the proceeds in the said account / releasing or agreeing to release the pledged gold ornaments / delivering or agreeing to deliver the contents in the safe deposit locker to me/us.
6. That I/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 has agreed at our request, to ⁷pay the proceeds in the said account / release the gold ornaments /deliver the contents in the safe deposit Locker in the name of the said deceased to us without insisting on production of legal representation or legal heirship certificate issued by the competent authority.
7. I/ We further declare and solemnly affirm that this declaration is irrevocable and I/ we may be liable in damages to the Bank in case it turns out that the information given by me/us as stated above is incorrect or false or both. I/We am/are further aware that if the Bank is making ⁸any payment/releasing the assets relying or depending on the information

3 Strike out whichever is not applicable

4 Strike out whichever is not applicable

5 Strike out whichever is not applicable

6 Strike out whichever is not applicable

7 Strike out whichever is not applicable

8 Strike out whichever is not applicable

furnished above, I/we am/are liable to reimburse on demand, without demur, all amounts so paid/assets released and also all costs, charges, expenses, claims etc., incurred by the Bank, in case it turns out that the information given by me/us as stated above is incorrect or false or both. The liability, if any, arising on account of my/our giving this declaration shall also be binding on our legal heirs, executors, administrators and assigns.

SOLEMNLY AFFIRMED on this the _____day of _____20_____ in the presence of the following witnesses.

Name of the claimant(s)

Signature

- 1
- 2
- 3
- 4
- 5

Name of the Witnesses

Signature

- 1
- 2

Signed before me on this theday of20.. at my office at.....

(Notary Public)

RECEIPT

[In case of deposits]

Received with thanks from Dhanlaxmi Bank Ltd (“DLB”) _____

Branch a sum of ₹ _____

(Rupees _____

_____ only),

by way of Demand Draft/ Banker’s Cheque No. _____

dated _____ drawn in favour of _____

_____ / transfer by way of RTGS/NEFT to

the A/c No. _____ in the name(s)

of _____

with _____ Bank in full and final settlement of

my/our claim as successor(s)/nominee(s) on the balance in the deposit account (s) maintained

by the deceased depositor _____

Place:

Date:

Signature _____ of claimant(s) over the revenue stamp with name
--

ACKNOWLEDGEMENT

[In case of pledged gold ornaments/contents of Safe Deposit Locker]

I/We,

(1) _____

Son/daughter/wife of _____

residing at _____ &

(2) _____

Son/daughter/wife of _____

residing at _____ &

(3) _____

Son/daughter/wife of _____

residing at _____ &

(4) _____

Son/daughter/wife of _____

residing at _____ &

(5) _____

Son/daughter/wife of _____

residing at _____

being the surviving legal heir(s)/mandate holder(s) of the deceased

_____ hereby acknowledge the receipt of the

gold ornaments ¹pledged by the deceased with the _____ Branch,

Dhanlaxmi Bank, the details of which are set out in the Schedule hereunder / ²the contents of

1 Strike out if not applicable

2 Strike out if not applicable

the safe deposit locker No _____ at _____ Branch of the Bank, hired by the deceased, the particulars as set out in the inventory dated _____ which is enclosed herewith, on this the _____ day of _____ 20____.

3 Schedule – 1

Sl. No.	Description of pledged ornaments	Other identifying particulars, if any	Weight

4 Encl: Inventory of contents in the Safe Deposit Locker No..... hired by the deceased

Name of the Legal heir

Signature

1

2

3

4

5

Place

Date

3 Strike out if not applicable

4 Strike out if not applicable

DECLARATION WHERE A MINOR CLAIMANT IS INVOLVED

I, _____
S/o/D/o/W/o _____
R/o _____
father/mother and natural guardian/ or the guardian appointed by the court of minor claimant(s) _____ hereby certify that the ¹proceeds of settlement of the balance in account number(s) _____ of _____ of Late _____ in favour of the minor claimant(s) by way of Banker's Cheque / DD No. _____ Dated _____ favoring _____ or / fund transfer by means of RTGS/NEFT to the A/c No. _____ with _____ Bank on _____ / ²release of the pledged gold ornaments/³contents in the safe deposit Locker No. _____ of Late _____, in favour of the minor claimant(s) will be utilized for the benefit of the minor(s) only.

Place

Date

(signature)

1 Strike out if not applicable

2 Strike out if not applicable

3 Strike out if not applicable

ANNEXURE - 7

[To be issued in the letter head of the Juma-at]

Date: _____

The Branch Head
Dhanlaxmi Bank Ltd.

Dear Sir,

Re: Settlement of claim- A/C _____

This is to certify that Sri./Smt/Ms. _____ [name
of the deceased] S/o, W/o, D/o Sri _____ residing at

died on _____ at _____ and his/her body
lies buried at _____

The deceased belonged to the SUNNY sub sect or SHIA sub sect and is survived by the
following legal heirs only;

Sl. No.	Name	Age (yrs)	Relationship

This certificate is issued based on proper enquiry and verification of our Juma-at records.

Yours faithfully,

Signature of the issuing Authority with office seal

1 Strike out if not applicable

TESTAMENTARY SUCCESSION DECLARATION FORM

[When the claim is supported by a Will]

To

Dhanlaxmi Bank Ltd

_____ Branch

I/We,

(1) _____,

S/o/D/o _____, aged _____ years,

residing at _____

(2) _____,

S/o/D/o _____, aged _____ years,

residing at _____

(3) _____,

S/o/D/o _____, aged _____ years,

residing at _____

the legal heirs of late _____ (deceased),

do hereby declare, affirm and state as follows:-

1. Shri/Smt/Ms/ _____ (name of the deceased customer) who had executed a Will dated _____ died on _____ at _____.

2. I/We hereby declare that as per the aforesaid Will, the deceased has bequeathed his/her bank deposits / gold pledged with the Bank / articles kept in safe deposit lockers in favour of Shri/Smt. _____.

3. I/We further confirm that the Will dated _____ is the last Will executed by the deceased and that no other Will or Codicil or any other documents has been executed by the deceased with respect to his/her assets in the form of Bank Deposits/accounts/assets lying with the Bank /articles kept in safe deposit lockers with the Bank.

4. I/we am/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 has agreed at our request to make payment of the amounts of the deposit/ release the pledged gold ornaments or / the contents in the safe deposit Locker in the name of the said deceased to _____ without insisting on production of legal representation or legal heirship certificate or other certificate issued by the competent authority. I/We further declare and solemnly affirm that the above information is true and correct and I/we know that I/we may be liable in damages to the Bank in case it turns out that the information given by me/us as stated above is incorrect or false or both.

5. I/We am/are further aware that if the Bank is making any payment of the deposit/ release the pledged gold ornaments or the contents in the safe deposit Locker of the deceased depending on the information furnished above, I/we am/are liable to reimburse on demand, without demur, all amounts so paid or return the assets received

1 Strike out if not applicable

2 Strike out if not applicable

3 Strike out if not applicable

4 Strike out if not applicable

5 Strike out if not applicable

6 Strike out if not applicable

7 Strike out if not applicable

8 Strike out if not applicable

9 Strike out if not applicable

by me / us from the bank and also all costs, charges, expenses, claims etc., incurred by the Bank in case it turns out that the information given by me/us as stated above is incorrect or false or both. The liability, if any, arising on account of my/ our giving this declaration shall also be binding on my/our legal heirs, executors, administrators and assigns.

Signature

Place:

Date :

DECLARATION

[In cases where claim is not supported by Legal representation such as Succession Certificate, Letters of administration, Will etc., but supported by Legal Heirship Certificate]

To

Dhanlaxmi Bank Ltd

_____ Branch

I/We,

(1) _____

Son/daughter/wife of _____

residing at _____

_____ &

(2) _____

Son/daughter/wife of _____

residing at _____

_____ &

(3) _____

Son/daughter/wife of _____

residing at _____

_____ &

(4) _____

Son/daughter/wife of _____

residing at _____

(hereinafter referred to as “claimants”) do hereby solemnly and sincerely declare as follows:

1. That Sri/Smt/Ms _____ (hereinafter referred to as “the deceased”) died intestate on _____ at _____ without leaving any WILL and there is no pending dispute or prohibitory order issued by any Court/Forum with regard to the estate of the deceased.

2. That I/we further state that the deceased was holding a current/savings/recurring/term deposit/_____ account No. _____ (hereinafter referred to as “the account”)/ Safe Deposit Locker No. _____ / had pledged gold ornaments with _____ branch of Dhanlaxmi Bank Ltd (herein after referred to as “the Bank”).
3. That I/we am/are the only legal heir(s) of the deceased entitled to succeed to the estate of the deceased by intestate succession and as such I/we am/are entitled to receive the proceeds in the account and/or/or the contents in the safe deposit Locker in the name of the deceased with the Bank/ or assets including gold ornaments / jewelleryes pledged by the deceased with the Bank.
4. That I/we am/are making this solemn declaration sincerely and conscientiously believing the same to be true and correct and with full knowledge that it is on the strength of this declaration that the Bank has agreed to my/our request, to make payment of the amounts in the account and/or/ or the contents in the safe deposit Locker in the name of the deceased with the Bank/ or assets including gold ornaments / jewelleryes pledged by the deceased with the Bank in the name of the said deceased to us without insisting on production of legal representation.
5. I/ We further declare and solemnly affirm that the above information is true and I/ we know that I/ we may be liable in damages to the Bank in case it turns out that the information given by us as stated above is incorrect or false or both.
6. I/We am/are further aware that if the Bank is making any payment of the amounts in the account and/ or releasing the contents in the safe deposit Locker in the name of

1 Strike out which is not applicable

2 Strike out which is not applicable

3 Strike out which is not applicable

4 Strike out which is not applicable

5 Strike out which is not applicable

6 Strike out which is not applicable

the deceased with the Bank/ or assets including gold ornaments / jewelleries pledged by the deceased with the Bank in the name of the said deceased relying or depending on the information furnished above, I/we am/are liable to reimburse on demand, without demur, all amounts so paid/ or return assets released and also all costs, charges, expenses, claims etc., incurred by the Bank in case it turns out that the information given by me/us as stated above is incorrect or false or both. The liability, if any, arising on account of our giving this declaration shall also be binding on our legal heirs, executors, administrators and assigns.

SOLEMNLY AFFIRMED on this the _____ day of _____ 20____ in the presence of the following witnesses.

Name of the claimant(s)	Signature
1	
2	
3	
4	

Name of the Witnesses	Signature
1	
2	

Signed before me on this theday of20.. at my office at.....

(Notary Public)

ANNEXURE - 10

Form of Inventory of Contents of Safe Deposit Locker Hired from Banking Company

The following inventory of contents of Safe Deposit Locker No. _____ located in the Safe Deposit Vault of Dhanlaxmi Bank Ltd., _____ Branch at _____,

* hired by Shri/Smt _____ deceased in his/her sole name.

*hired by Shri/Smt (i) _____ (deceased)

(ii) _____ Jointly

(iii) _____

was taken on this the _____ 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 or the person competent to receive articles on behalf of the minor / and the surviving hirers / legal heir(s) of the deceased locker hirer.

* Who produced the key to the locker.

* By breaking open the locker under his/her/their instructions.

The above inventory was taken in the presence of:

1. Shri/Smt. _____ nominee

Address _____

(Signature)

OR

1. Shri/Smt. _____ nominee

Address _____

(Signature)

AND

2. Shri/Smt. _____

Address _____

(Signature)

3. Shri/Smt. _____

Address _____

(Signature)

Survivors of joint hirers

OR

1. Shri/Smt. _____ (Legal heir(s)/claimant(s))

Address _____

(Signature)

2. Shri/Smt. _____ (Legal heir(s)/claimant(s))

Address _____

(Signature)

3. Shri/Smt. _____ (Legal heir(s)/claimant(s))

Address _____

(Signature)

Witness(es) with name, address and signature:

1.

2.

* I, Shri/Smt. _____ nominee

or

*We, 1. Shri/Smt _____ nominee,

2. Shri/Smt. _____

and 3. Shri/Smt. _____

the survivors of the joint hirers,

or

1. Shri/Smt. _____ (Legal heir(s)/claimant(s))

Address _____

2. Shri/Smt. _____ (Legal heir(s)/claimant(s))

Address _____

3. Shri/Smt. _____ (Legal heir(s)/claimant(s))

Address _____

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.

The *nominee or the person who received the articles on behalf of the minor / and the survivor(s) of joint hirers / legal heirs, further acknowledges that all the contents in the aforesaid locker, are received and the locker is empty and I/We have no objection to allotment of the locker to any other customer as per norms.

The *nominee / survivor(s) understand that * he /she is/ they are given access to articles in the locker only as a trustee of the legal heirs of the deceased locker hirer (s) entrusted to safeguard the contents of the safe deposit locker comprised in and set out in the above inventory. Such access given to him/her/them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given. The *nominee / survivor(s) further understand that if any dispute occurs, they are responsible to hand over the contents of the safe deposit locker to legal heirs and resolve the dispute without involving the Bank as a party.

1. Shri/Smt. _____ (Nominee)

Signature _____

OR

1. Shri/Smt. _____ (Nominee)

Signature _____

2. Shri/Smt. _____ (Survivor)

Signature _____

3. Shri/Smt. _____ (Survivor)

Signature _____

OR

1. Shri/Smt _____ (Legal heir(s)/claimant(s))

Signature _____

2. Shri/Smt _____ (Legal heir(s)/claimant(s))

Signature _____

3. Shri/Smt _____ (Legal heir(s)/claimant(s))

Signature _____

Place: _____

Date: _____

(* Delete whichever is not applicable)