

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

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.

With a view to remove the hardships faced by Common Person, the bank maintains a well-defined policy prepared 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.

CLAIMS BY LEGAL HEIRS WILL ARISE IN RESPECT OF FOLLOWING TYPE OF RELATIONSHIP OF THE CUSTOMER WITH THE BANK

Claims by the legal heirs could be in respect of deposits, articles in safe custody, contents of lockers, or security created in favour of the Bank to avail loans such as gold loans.

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.

3. WHAT IS A CLAIM AND WHO IS TO CLAIM

A claim arises when the depositor/hirers of safe deposit locker dies. 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 made by his nominee, if the deceased constituent's account with the bank permits nomination. If nomination is not permitted in the deceased constituent's account with the bank or if nomination is not made by the deceased constituent in his eligible accounts with the Bank, 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 is aimed at removing hardships faced by common persons in settlement of claims in deceased's account(s)/ hirer(s) of locker and releasing of assets of the borrower who created security with the Bank to avail loans such as gold loans. 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.

PART I

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 hired 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 example: as trustee, as liquidator, as treasurer etc.
 - Accounts held by partnership firms.
 - Accounts of joint stock companies/associations/clubs and such other organizations.

- Nomination is available only to deposit account holders in their own capacity singly or jointly. 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.
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- ❖ 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. In view thereof any nomination other than in favour of an individual will not be valid.
 - ❖ 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 joint deposit account. When the safe deposit locker is hired by two or more individuals jointly, all such hirers may nominate one or more persons.
 - ❖ 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.
 - ❖ Customers are at liberty to change or cancel the nomination at any 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 form for 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)/ hirer(s) acting together. This is also applicable to deposits/ hiring of safe deposit locker having operating instructions "either or survivor".
- ❖ A minor can also be appointed as a nominee. However, in such cases, the depositor(s) / 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 minority of the nominee.
- ❖ In the case of a joint deposit account/ safe deposit locker, the nominee's right arises only after the death of all the depositors/hirers.
- ❖ Nomination Facility is an ideal tool to mitigate hardships of common persons in settlement of claims in the event of death of the account holder(s) or hirer(s) of safe deposit locker.
- ❖ Availability of nomination is a voluntary facility for deposit accounts and contents in safe deposit lockers.
- ❖ 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. Hence recommend to avail the option.
- ❖ Nomination facility, if availed, would ensure smooth settlement of claim to the nominee. In case of deposit accounts / Safe Deposit Locker with nomination, on the death of the depositor/hirer, the balance outstanding in the deposit(s)/access to safe deposit locker will be paid/allowed to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and genuineness of such individual approached and proof of death of depositor/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. 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 banks shall follow the mandate in the event of death of one or more of the joint locker-hirers.

- ❖ Settlement of claim to the nominee simplifies the procedure for settlement of claims of deceased depositor(s)/ locker hirer(s) as banks 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

- 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). Accounts with Survivor/Nominee Clause.

As per regulatory guidelines, in the case of deposit accounts/ safe deposit lockers, where the depositor(s) /hirer(s) of safe deposit locker had utilized the nomination facility and made a valid nomination or where the account was opened/ locker was hired 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/

contents in the safe deposit locker to the survivor(s) / nominee of a 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 survivor(s) / nominee and the fact of death of the account holder/ hirer of the safe deposit locker 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/ contents in the safe deposit locker; and (c) it has been made clear to the survivor(s) / nominee that he would be receiving the payment from the bank / contents in the safe deposit locker as a trustee of the legal heirs of the deceased depositor , i.e., such payment / release of the contents in the safe deposit locker 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/ contents in the safe deposit locker are released.

PART-II

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

2(i). Payment/ release of contents in the safe deposit locker to nominee.

- a. Where there is valid nomination, the bank is fully discharged by making payment / releasing the contents in the safe deposit locker to the nominee
- b. claims or counter claims of legal heirs and others need not be taken cognizance of by the Bank unless a court order is produced to the Bank
- c. Payment/release of contents in the safe deposit locker to the nominee can be stopped only by producing a valid court order.

2(ii). Payment to Legal Heirs on production of legal representation

Legal representation is a court order such as probated Will, Letter of Administration, or succession certificate empowering certain person(s) to collect the amount due to the deceased customer / contents of a safe deposit locker hired by the deceased customer.

2(ii)(a). Probated Will: - It is a copy of the Will certified under the seal of the court of competent jurisdiction confirming that the Will has been duly executed and has the force to be

acted upon. 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 situates at the Presidency Towns. In other places, the certificate of probation is not mandatory. If there is no certificate of probation for the Wills executed outside the above presidency towns, 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 etc., the Bank may advise the claimant to get the Will probated.

2(ii) (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

2(ii) (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 of 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.

2(iii). SETTLEMENT OF CLAIM IN THE ABSENCE OF LEGAL REPRESENTATION

2(iii) (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.

2(iii) (b). Claims up to and inclusive of Rs.25000/-

The Branch Head, irrespective of their grade, after due enquiry is satisfied about the identity of the claimants and bonafides of the claim, is entitled to settle the claims upto and inclusive of Rs.25000/- (Rupees Twenty Five Thousand only) without insisting for any documentation other than a Letter of Indemnity. Accordingly, requirement of surety and Legal Heirship Certificate may be waived for all claims upto Rs.25000/-. However, the Branch Head shall ensure that the claimants are the only legal heirs of the deceased constituent and there is no prohibitory/injunction/attachment order against parting with the proceeds 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, (iv) KYC documents as per norms and (v) 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.

2(iii) (c). Claims above Rs.25000/-

With a view to settle the claims expeditiously, the following powers are delegated for settlement of death claims to various officials of the Bank

Authority	Claim Amount (Rs)
Regional Head	> 25,000/- and upto 5,00,000/--
Head- Legal (not below the grade in Scale V)	> 5,00,000/- and upto 10,00,000/-
CGM/GM	> 10,00,000/- and upto 25,00,000/-
MD&CEO	> 25,00,000/-

2(iii) (d). Procedure for claim settlement 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 genuinity will submit the documents to the Regional Office. If the monetary limits fall within the pecuniary jurisdiction of the Regional Head, he 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. If the pecuniary jurisdiction to settle the claim is above the discretionary powers vested with the Regional Head, he shall 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.

2(iv) General Terms and Conditions for Settlement of all Claims irrespective of the Amount Involved

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

2(iv)(a). Claim Application, as per the specimen given in **Annexure-1**, duly filled up and signed by all the claimants/legal heirs of the deceased.

2(iv)(b). Death certificate of the customer issued by competent authority. (Original will be returned after verification and bank will maintain a copy.)

2(iv)(c). Legal heirship certificate issued by the concerned Revenue authority /Tahasildar. As per extant guidelines, in respect of claims above Rs.25000/-, in States where there is a practice of issuing Legal Heirship Certificate, it should be obtained.

2(iv)(d). 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 Tahasildar 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 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 D** duly attested by the Executive/Judicial Magistrate.

2(iv)(e). If the claim is supported by Legal Heirship Certificate or Relationship Certificate/Family Membership Certificate issued by Village Officer or Certificates issued by the local authorities showing the relationship of the claimants with the deceased, affidavit as per **Annexure D** need not compulsorily be attested by Executive/Judicial Magistrate.

2(iv)(f). If the claim is not supported by Legal representation such as Succession Certificate, Letter of administration, Will etc., but supported by Legal Heirship Certificate, Notarized Declaration as per **Annexure J**.

2(iv)(g). If the deceased constituent is a Muslim, certificate regarding the death of the deceased, sect to which the deceased belongs and the details of legal heirs issued by concerned Juma-at as per **Annexure H**.

2(iv)(h). Indemnity as per **Annexure A** for deposits/**Annexure B** for gold loan accounts and contents in safe deposit locker, as applicable.

2(iv)(i). If there is a minor claimant, declaration as per **Annexure G**

2(iv)(j). Receipt in the form given in **Annexure-E** for deposits /Acknowledgement as per **Annexure F** for gold loan accounts and contents in safe deposit locker, as applicable.

2(iv)(k). Asset & Liability statement of sureties to confirm the creditworthiness of the sureties. Sureties should be solvent and worth double the value of the claim amount.

2(iv)(l). KYC documents as per norms (Originals of the KYC documents will be returned after verification and the bank will maintain copies)

2(iv)(m). Bank will conduct thorough enquiries to confirm that the claimants are the only legal heirs of the deceased depositor as and when an application for settlement of death claim is received.

2(iv)(n). When request for settlement of claim in the deceased constituent's account is submitted to the Bank in respect of deposits and gold loan accounts in which Bank has exercised its right of general lien or set off, the Bank shall appropriate the proceeds / assets secured by it towards its dues and the balance, if any, shall only be settled to the claimants.

2(iv)(o). If the Bank has received any injunction/attachment order regarding the deceased customer's account / gold jewellery charged to the Bank or with respect to the contents kept in the safe deposit locker hired by the deceased hirer, the Bank shall not settle the claim unless an order from competent court or authority permitting the Bank to settle the claim is produced by the claimants.

2(iv)(p). If there is any dispute among the legal heirs of the deceased regarding the estate of the deceased, the bank shall not settle the claim unless the claimants produce an order of a competent court permitting to settle the claim in favour of the legal heirs or the legal heirs submit convincing proof that the dispute has been settled among them and there is no contra directions or orders from competent court.

2(iv)(q). **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. If minor is the sole claimant/ one of the claimants, the claim application and other required documents for and on behalf of the minor shall be executed by the guardian of the minor as per the provisions of extant laws applicable to the claimants.

2(v). Claims in Respect of Missing Persons.

Settlement of claims in respect of missing persons would be governed by Sections 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 Section 108 of Indian Evidence Act, the presumption of death can be raised only after an elapse 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 depositor/customer 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 accounts of the deceased.

Branch Heads are permitted to settle claims in respect of missing persons upto Rs.25000/- to the Legal Heirs after obtaining (i) FIR and the non-traceable report issued by police authorities and confirming that 7 years have elapsed since the date of reported missing (ii) letter of indemnity and (iii) satisfying that claimants are the only legal heirs of the deceased constituent. However, the other documents applicable for Death Claims up to the threshold limit of Rs.25000/- shall be submitted by the claimants to the Bank.

Authority as per the respective delegated financial power is entitled to settle the claims within their monetary limits/discretionary powers granted for settlement of claims, after confirming that 7 years have elapsed since the date of reported missing and obtaining the following documents ;

- (i) FIR for reporting missing of a person.

(ii) Non-traceable report issued by police authorities.

(iii) Other documents applicable for normal Death Claims.

2(vi). Time Norms for Settlement of Claim.

The claimants shall submit proof of death of the deceased constituent and suitable identification of the claimant(s) and other required documents to the bank's satisfaction. If all papers/ documents submitted to the Bank are in order and satisfy the Bank, the Bank shall settle the claims in respect of deceased constituents within a period not exceeding 15 days from the date of receipt of the claim.

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

CLAIM APPLICATION FORM



DHANLAXMI BANK LIMITED

Branch

1.	Name of the deceased customer	
2.	Date and Place of Death of the customer	
3.	Details of death certificate of the customer	
4.	Religion of the deceased customer	
5.	<p>Nature of the account and balance in the account as on</p> <p>(i) Whether single or joint?</p> <p>If joint Account, details of operating instructions.</p> <p>(ii) Whether nomination is registered? If yes, details:</p>	
6.	Details of amount, if any, due to the Bank	
7.	In case of Gold Loan Account/s, details of loan, such as date of loan, amount sanctioned , balance outstanding, gross weight & net weight of pledged items and present market value	
8.	Name and address of parents of the deceased (if living)	

9.	Name, age and address of the claimant/s showing relationship with the deceased	
10.	<p>Where the claimant(s) is/are minor,</p> <p>(a) Name and address of the Guardian</p> <p>(b) Whether Natural Guardian</p> <p>(b) Whether guardian appointed by any court, if so, please attach the certified copy of the order of the Court. (Where a guardian is appointed by a Court, age for attaining majority is 21 years. In other cases, persons above 18 years are considered to be major)</p>	
11.	<p>Whether claimants produced Succession Certificate? If so,</p> <p>1. Name of the court issued the Succession Certificate</p> <p>2. Date of Succession certificate</p> <p>3. Details of the persons ordered as successors to the deceased</p> <p>(The certified copy of the order to be furnished)</p>	
12.	<p>If the deceased has left a "Will"</p> <p>(a) Date of 'Will' .</p> <p>(b) Whether the Will is probated?</p> <p>(c) Date of certificate of probation</p> <p>(d) If the Will is registered, date of registration</p>	

	<p>of the Will</p> <p>€ Name/s of the executors under the will</p> <p>(f) Person(s) to whom the properties of the deceased are allotted?</p> <p>(g) Whether Letters of Administration produced? If so, Name of the Court from where the order obtained</p> <p>Date of the order</p> <p>Details of the Administrators to deal with the assets.</p> <p>(The original ‘Will’ to be furnished for verification by the Bank together with copy of the “Will” and probate order and letter of Administration.)</p>	
13.	<p>Where the deceased died without executing a ”Will”:</p> <p>Details of Legal Heirship Certificate / Relationship certificate or Family-Tree Certificate or Family Membership Certificate or any other Certificate issued by local authority/ Affidavit sworn by the legal heirs duly attested by the Executive/Judicial Magistrate</p> <p>1.Date of Certificate</p> <p>2.Details of Legal heirs/family members described in the Certificate along with their relationship with the deceased and age.</p> <p>3.Authority who issued the certificate /attested the certificate</p> <p>(Original Certificate to be collected along with a copy for verification)</p>	
14.	<p>Details of proposed Sureties,</p> <p>1. Name and address.</p>	

	<p>2. Details of employment</p> <p>3.Networth of the sureties (Sureties should be solvent and worth double the value of the claim amount)</p>	
15.	I / we submit the following documents	

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	Signature

Place:

Date:

Signature/s verified

Branch Manager

BRANCH MANAGER'S REPORT & RECOMMENDATION

(Note: This should contain the Manager's confirmation of the correctness of the particulars furnished by the claimants, the result and source of his independent enquiries, credit report of the proposed sureties, his definite recommendations and any other relevant facts. If the claim is in respect of gold loan account, please furnish net weight and market value of the pledged items as the market value determines the Monetary Limits/Discretion of Authorities to settle the claim.

Date :
Manager

Name & Signature of the Branch

ANNEXURE A

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

SPECIMEN INDEMNITY AGREEMENT

[For Deposit Accounts]

THIS DEED OF INDEMNITY EXECUTED BY:

1. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

2. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

3. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

4. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

5. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

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

AND

i) Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

(ii) Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

(Hereinafter referred to as the “**Sureties**” which term shall include his / her / their successors, heirs, legal representatives 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”, Naikkanal, 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, having agreed to pay to the claimants, the sum of Rupees _____ (Rupees _____ only) standing at the credit of current /savings/term deposit account No _____ with the Bank in the name of _____, who died intestate on _____ (hereinafter referred to as “deceased”) without producing Letters of Administration or a Succession Certificate to his/her estate, the claimants and sureties jointly and severally UNDERTAKE AND AGREE:-

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 estate duty) which may at any time be commenced, made, instituted or prosecuted against the Bank, by any person or persons whomsoever being or claiming to be entitled for the balance outstanding in the aforesaid account of the deceased and from and against all losses, costs, charges, damages, expenses, whatsoever which the Bank, its successors or

its assigns shall sustain or be put to for or by reason of having paid the balance outstanding in the account of the deceased to the claimants.

2. That the claimants are the only legal heir(s) entitled to claim and receive the balance in the aforesaid deposit account 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 Claimants

Signature

1.

2.

3.

4.

5.

Name of Sureties

Signature

1.

2.

Name of Witness

Signature

1.

2.

ANNEXURE – B

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

SPECIMEN INDEMNITY AGREEMENT

[For Gold Loan Accounts & Safe Deposit Locker]

THIS DEED OF INDEMNITY EXECUTED BY

1. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

2. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

3. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

4. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

5. Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

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

AND

(i) Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

(ii) Sri/Smt _____ aged _____ yrs

So/Do/W/o _____

residing at _____

(Hereinafter referred to as the “**Sureties**” which term shall include his / her / their successors, heirs, legal representatives 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”, Naikkanal, 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 having agreed to release the gold ornaments pledged, the particulars of which are furnished in **Schedule – I** hereunder or the contents of the safe deposit locker No _____ hired by Sri/Smt _____ as per the inventory in **Schedule-II** hereunder, who died intestate on _____ (hereinafter referred to as “deceased”) without producing Letters of Administration or a Succession Certificate to his/her estate, or a certificate from the Controller of Estate Duty to the effect that estate duty has been paid or will be paid or none is due, the claimants and sureties jointly and severally UNDERTAKE AND AGREE

1. To defend, keep harmless and indemnified at all times and relieve the bank from all notice/suits, claims and demands (including a claim in respect of payment of estate duty) which may at any time be commenced, made, instituted or prosecuted against the Bank, by any person or persons whomsoever being or claiming to be entitled to the ornaments/contents of safe deposit locker or on account of the delivery of these

ornaments/contents of safe deposit locker by the Bank to the Claimants and from and against all losses, costs, charges, damages, expenses, whatsoever which the Bank, its successors or its assigns shall sustain or be put to, for or by reason of the delivery of the ornaments/contents of safe deposit locker of the deceased with the Bank.

2. That the claimants are the only legal heirs entitled to claim the jewels/ornaments and contents held in the locker.

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

Name of Claimants

Signature

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

Name of Sureties

Signature

- 1.
- 2.

Name of Witness

Signature

- 1.
- 2.

SCHEDULE - I

Description of the ornaments pledged

Weight

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)

SCHEDULE - II

Inventory of contents in the safe deposit locker

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

Name of Claimants

Signature

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

Name of Sureties

Signature

- 1.
- 2.

Name of Witness

Signature

- 1.
- 2.

ANNEXURE- D

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

AFFIDAVIT

[In cases where 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 states as follows:-

1. That Sri/Smt _____ (hereinafter referred to as “the deceased”) died intestate on _____ at _____

2. That I/we further state that the deceased was holding an account _____ (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 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 proceeds in the *deposit/s / pledged ornaments / other valuables 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.

5. That I/we further declare that I/we am/are unable to procure a legal heirship certificate/ family membership certificate/family tree certificate/relationship certificate/ any other certificate from local 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 pay *the proceeds in the deposit/ release the pledged items/other valuables contents held in the safe deposit locker in the name of the deceased with the Bank relying on this affidavit, I/We agree to indemnify the Bank and hold the Bank harmless and indemnified at all times hereinafter against all losses, damages, costs, charges, action, claim, demands, and expenses (including the legal costs) which the Bank may sustain or suffer or be put to or may become liable or incur due to such payment or release 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 *make payment of the amounts of the deposit/ release the gold ornaments or deliver the assets including 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 us as stated above is incorrect or false or both. I/We am/are further aware that if the Bank is making any payment/releasing the assets relying or depending on the information 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	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 Executive/Judicial Magistrate)

(*strike out whichever is not applicable)

RECEIPT

[In case of deposits]

Received with thanks from Dhanlaxmi Bank Ltd _____ Branch a
sum of Rs _____
Rupees _____ only) by
Demand Draft/Banker's Cheque No _____ dated
_____ drawn in favour of _____/transfer by way of
RTGS/NEFT to 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
Shri/Smt/Kum _____ with the Bank

Place:

Date:

Signature of all legal heirs/nominee over the revenue stamp with name
--

ACKNOWLEDGEMENT

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

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

(4) _____

Son/daughter/wife of _____ residing

at _____

being the surviving legal heir(s)/mandate holder(s) of the deceased Sri _____ hereby acknowledge the receipt of the ornaments held with the Bank, the details of which are set out in the schedule hereunder /contents of the safe deposit locker set out in the inventory dated _____ together with a copy of the said inventory from the Dhanlaxmi Bank Ltd _____ branch on this the _____ day of _____ 20__.

Schedule – 1

SL No.	Description of ornaments	Weight

Place

Date

[Signature of all legal heirs]

ANNEXURE - G

**DECLARATION IN CASE FUNDS ARE SETTLED IN FAVOUR OF A MINOR/
WHERE A MINOR CLAIMANT IS INVOLVED**

I, _____,

S/o/D/o _____,

R/o _____

father/mother and natural guardian/ or the guardian appointed by the court of minor claimant(s)

_____ hereby certify that the proceeds

of settlement of the balance in account number(s)

_____ of

Late _____ in favour of the minor claimant through your

Banker's Cheque /DD No. _____ dated favoring _____ or

/fund transfer by means of RTGS/NEFT to the A/c No. _____ with

_____ bank on _____ / * release of the gold ornaments /

contents in the safe deposit Locker No _____ of

Late _____, to the minor legal heirs will be utilized for the

benefit of the minor(s) only.

Place

Date

(signature)

ANNEXURE - H

[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 _____ [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/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

*as applicable.

ANNEXURE - I

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 _____

legal heirs of late _____, do hereby declare, affirm and state as follows:-

1. Sri/Smt. _____ who had executed a Will dated _____ died on _____ at _____.
2. I/We hereby declare that as per the Will dated _____, the said _____ (deceased) has bequeathed his/her bank deposits/gold pledged with the Bank/articles kept in safe deposit lockers in favour of Sri/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 account holder/depositor in the matter of his/her assets in the form of Bank Deposits/accounts/assets lying with the Bank to his/her credit.

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 gold ornaments or deliver the assets including 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 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/release assets relying or depending on the information furnished above, I/we are liable to reimburse on demand, without demur, all amounts so paid 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 my/our legal heirs, executors, administrators and assigns.

Signature

Place:

Date :

ANNEXURE – J

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 _____ 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 declare as follows:-

1. That Sri/Smt _____ (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 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 deposit

and assets including gold ornaments/jewelleries pledged by the deceased with Dhanlaxmi Bank Ltd _____ branch ('Bank') or the contents in the safe deposit Locker in the name of the deceased with the Bank.

3. That 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 to our request, to make payment of the amounts of the deposit/ release the gold ornaments/jewelleries or deliver the assets including the contents in the safe deposit Locker in the name of the said deceased to us without insisting on production of legal representation.

4. 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.

5. I/We am/are further aware that if the Bank is making any payment/release assets relying or depending on the information 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 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

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

Notary Public

(*strike out whichever is not applicable)

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

- who produced the key to the locker.
- by breaking open the locker under his/her/their instructions. (delete whichever is not applicable)

The above inventory was taken in the presence of: Legal heirs to deceased hirer/ surviving hirer(s)/person mandated by legal heirs or surviving hirer(s)

1. Shri/Smt. _____ (Nominee)

Address _____
(Signature)

Or
Shri/Smt. _____ (Nominee)

Address _____
(Signature)

and
Shri/Smt. _____

Address _____
(Signature)

Shri/Smt. _____

Address _____
(Signature) Survivors of joint hirer(s)

Witness(es) with name, address and signature:

2.* 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 safety 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 _____

Shri/Smt. _____ (Survivor)

Signature _____

Date & Place _____

(* Delete whichever is not applicable)

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 (Husband/Wife)
2. Daughter(s)	2. Mother
3. Father	3. Father
4. Mother	4. Son(s)
5. Spouse (Husband/Wife)	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	