

Policy and operational procedure for settlement of claims in respect of deposit accounts / contents of SDV lockers / Safe Custody Articles of deceased and missing persons

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Part-1 Introduction

- 1.1. Delays in settlement of claims made by legal heirs of deceased constituents of banks cause considerable hardship to dependent legal heirs. Claims by legal heirs could be in respect of deposits, contents of lockers or safe custody articles. With a view to removing the hardships faced by Common Person, the RBI Committee on Procedures and Performance Audit on Public Services (CPPAPS) had suggested that the Reserve Bank of India may issue comprehensive guidelines in the matter and IBA may be asked to draft and circulate a comprehensive model operational procedure, which could be used by banks for settlement of claims of deceased depositors and Safe custody articles. Accordingly, IBA had formed a Working Group to review the existing procedures being followed by banks for settlement of claims by legal heirs of deceased constituents and to draft a model operational procedure for settlement of claims of deceased depositors
- 1.2. The legal position is quite clear in the matter of deceased claims. In the absence of nomination or clear mandate in respect of a joint account or a will left behind by the deceased depositor, banks are expected to pay the stock (balance outstanding) at the time of death of the person to all the legal heirs of the deceased. Considering the risk involved, banks traditionally used to look for legal representation (in the form of a succession certificate, letter of administration or probate, etc) for settlement of claims. The system of obtaining operational mandates in joint accounts emerged as a banking practice to overcome difficulties in settlement of claims in deceased accounts. Subsequently, the statutes were amended in 1985 to provide for nomination facility in bank deposits, safe deposit lockers and safe custody articles. However, since nomination facility is optional at the discretion of the depositor, problems and difficulties in settlement of deceased claims persisted.
- 1.3. The Reserve Bank of India vide its Circular No. DBOD.No.Leg.BC.95/09.07.005/2004-05 dated 9th June, 2005 had issued detailed guidelines for evolving simplified procedure for settlement of claims in respect of deceased depositors. The CPPAPS had also made recommendations for easy operation of lockers. Taking into consideration these recommendations RBI had issued detailed guidelines in respect of Safe Deposit Lockers and Safe Custody Articles emphasizing need for a simplified procedure for settlement of claims in respect of Safe Deposit Locker/ Safe Custody Articles Facility in the event of death of the depositors(s) vide its Circular DBOD.No.Leg.BC.78/09.07.005/2006-07 dated April 17, 2007.
- 1.4. The RBI vide its Circular DBOD.No.Leg.BC.80/09.07.005/2007-08 dated May 2, 2008 has issued guidelines for claims in respect of missing persons. The circular brings out the position of Law for presumption of death. The banks were advised to settle the claims of legal heirs of a missing person after considering the legal opinion and take into account the facts and circumstances of each case. The procedure to be followed for settlement of claims in respect of missing person is covered in Part–4 of this booklet.
- 1.5. In May 2009, IBA had circulated Model Operational Procedure for Settlement of Claims of Deceased Depositors & Return of Articles in Safe Deposit Lockers / Safe Custody. On approval from Reserve Bank of India to add clauses for settlement of HUF accounts on the death of Karta of HUF, IBA in April 2014 has circulated Revised MOP. This revised Model Operational Procedure incorporates the subsequent RBI guidelines on settlement of claims in safe deposit locker/safe custody articles facility also. Based on IBA's revised MOP, our guidelines on operational procedure issued vide our Circular No. AX1/PLN/DC/95/2011-12 are now reviewed and we are now bringing out the revised guidelines.

Part-2 Guidance to the customers on advantages of nomination facility / survivorship mandate

2.1 Nomination facility

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

2.2 Survivorship

A joint account opened as "Either or Survivor" or "Anyone or Survivors" or "Former or Survivor" or "Latter or Survivor" will permit the surviving account holder(s) to have unimpeded access to credit balance in the account for withdrawal if one of the co-account holders dies.

- If the mandate of survivorship is given / provided, the survivor(s) can give a valid discharge to the bank in the case of "Either or Survivor" / "Anyone or Survivors" and "Former or Survivor" / "Latter or Survivor" joint accounts.
- In short, payment to survivor(s) can be made in the normal course subject to the only rider that there is no order from a competent court restraining the bank from making such payment.

2.3 Customer Guidance and Publicity

IBA's Model Operational Procedure (MOP) for settlement of claims of deceased depositors has been suggested with a view to removing hardships faced by common persons in settlement of claims in respect of the accounts of the deceased depositors. This document also aims at creating greater awareness amongst depositors about the advantages of availing "nomination" facility offered by bank or giving mandates for survivorship like "Either or Survivor" etc. when accounts are opened in joint names.

Branches should provide guidance to deposit account holders/ locker-hirers/ depositors of safe custody articles on the advantages of the nomination facility and the survivorship clause and induce them to avail these facilities. It should also be clarified to the joint account holders that, in the event of the death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder/s, unless there is a survivorship clause.

Marketing & Publicity Department shall highlight the benefits of nomination facility / survivorship clause in the publicity materials.

Part-3 Settlement of claims in various types of accounts / facilities

3.1 Single Account with or without nomination

3.1.1 *Savings Account / Current Account*

With Nomination:

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

Without Nomination:

The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of the authority of the legal heirs and proof of death of depositor & against receipt.

3.1.2 *Term Deposit Account*

With Nomination:

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

Without Nomination:

The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of the authority of the legal heirs and proof of death of depositor on maturity of deposit & against receipt.

3.1.3 *Premature termination of Term Deposit Account*

With Nomination:

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

Without Nomination:

Premature termination will be permitted on joint request by all legal heirs (or any of them as mandated by all the legal heirs) **as per the terms of the contract** on verification of the authority of the legal heirs and proof of death of depositor.

3.2 Joint Account with or without nomination or without survivorship mandate (operated jointly)

3.2.1 *Joint Savings Account / Joint Current Account*

With Nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs against their joint claim on verification of the authority of the legal heirs and proof of the death of the depositor and against receipt.
- b) In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN card, Passport, Aadhar Card etc.) and proof of death of depositors & against receipt.

Without Nomination:

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

3.2.2 Joint Term Deposit Account

With Nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder(s) (or any one of them as mandated by all the legal heirs) on verification of identity of the legal heirs and proof of death of the depositor **on maturity of the deposit**.
- b) In the event of death of both / all the joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, Aadhar Card etc.) & the proof of death of depositors **on maturity of the deposit**.

Without Nomination:

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

3.2.3 Premature termination of Joint Term Deposit Account

With Nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of identity of the legal heirs and proof of death of depositor.
- b) In the event of death of both / all the joint account holders, premature termination of term deposit account **as per the terms of contract** will be permitted at the request of the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, Aadhar Card etc.) and proof of the death of the depositors.

Without Nomination:

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

depositors (or any one of them as mandated by all legal heirs) **as per the terms of contract** on verification of authority of legal heirs and proof of death of depositors.

3.3 Joint account with mandate "Either or Survivor"/"Former or survivor"/ "Anyone or Survivors"/ "Latter or Survivor" - with or without nomination:

3.3.1 Joint Savings Account / Joint Current Account

With Nomination:

- a) In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor(s) on verification of proof of death of the depositor.
- b) In the event of death of both/all the joint depositors, the balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, Aadhar Card etc.) and proof of death of depositors.

Without Nomination:

- a) In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor(s) on verification of proof of death of the depositor.
- b) In the event of death of both/all the joint depositors, the balance outstanding will be paid jointly to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of depositors.

3.3.2 Joint Term Deposit Account

With Nomination:

- a) In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor(s) on verification of proof of death of the depositors on maturity of deposit or as agreed at the time of opening of deposit.
- b) In the event of death of all joint depositors, the balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport, Aadhar Card etc.) and proof of death of depositors on maturity of deposit or as agreed at the time of opening of deposit.

Without Nomination:

- a) In the event of death of one of the depositors (or more, but not all), the balance outstanding will be paid to the survivor(s) on verification of proof of death of the depositor on maturity of deposit or as agreed at the time of opening of deposit.
- b) In the event of death of all joint depositors, the balance outstanding will be paid to the legal heir(s) of all the deceased depositors (or any one of them as mandated by all the legal heirs of joint holders) on verification of authority of legal heirs and proof of death of depositors on maturity of deposit.

3.3.3 Premature termination of Joint Term Deposit Account

With Nomination:

- a) In the event of death of one (or more but not all) of the depositors, the survivor(s) will have the right to seek premature termination of term deposit account as per the terms of contract and submission of proof of death of the depositor.
- b) In the event of death of all the joint depositors, the nominee will have right to seek premature termination of term deposit account as per the terms of the contract and on submission of his/her identity (such as Election ID Card, PAN Card, passport, Aadhar Card etc.) and proof of death of depositors.

Without Nomination

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

3.4 Settlement of claims in respect of Return of Articles in Safe Deposit Lockers / Safe Custody Articles**3.4.1 Safe Deposit Locker in single name with or without nomination****With Nomination:**

The nominee will be allowed to access the locker and remove the contents on identification (such as Election ID Card, PAN Card, Passport, Aadhar Card etc.) and verification of proof of death of locker hirer. Before permitting the nominee to remove contents of the Safe Deposit Locker, the branch should prepare an inventory of the articles in the presence of nominee(s) and two independent witnesses. Form for taking inventory is enclosed as Annexure 17.

Without Nomination:

Legal heir(s) of the deceased locker hirer or a person mandated by the legal heir(s) will be allowed to access the locker and remove the contents on verification of proof of death of locker hirer. The legal heir(s) will have to produce documents to establish his / their identity. Before permitting legal heir(s) to remove contents of the Safe Deposit Locker the branch should prepare an inventory of the articles in the presence of legal heir(s)/mandate holder and two independent witnesses. Form for taking inventory is enclosed as Annexure 18.

3.4.2 Safe Custody Article/s in single name with or without nomination**With Nomination:**

Safe custody article/s will be delivered to the nominee on identification (such as Election ID Card, PAN Card, Passport, Aadhar Card etc.) and verification of proof of death of depositor. Before permitting nominee to remove contents of the Safe Deposit Locker, the bank should prepare an inventory of the articles in the presence of nominee and two independent witnesses. Form for taking inventory is enclosed as Annexure 19.

Without Nomination:

Safe custody article/s will be delivered to the legal heir(s) or a person mandated by the legal heir(s) on establishing his / their identification and verification of proof of death of the depositor. Before permitting legal heir(s) to remove contents of a Safe Custody Articles the bank would prepare an inventory of the articles in the presence of legal heir(s) /mandate holder and two independent witnesses. Form for taking inventory is enclosed as Annexure 20.

3.4.3 Joint Safe Deposit Lockers with or without nomination or without survivorship mandate (operated jointly)**With Nomination:**

- a) In the event of the death of one (or more but not all) of the joint locker hirers the nominee(s) will be jointly allowed to access the locker and remove the contents

on identification and verification of proof of death of the locker hirer(s) along with the surviving hirer(s).

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

Before permitting surviving hirer(s) and/or nominee(s) to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in their presence along with two independent witnesses. Form for taking inventory is enclosed as Annexure 17.

Without Nomination:

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

Before permitting surviving hirers and mandated legal heir(s) to remove contents of a Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of surviving hirers, mandated legal heir(s) and two independent witnesses. Form for taking inventory is enclosed as Annexure 18.

3.4.4 Joint Safe Custody Articles with or without nomination or without survivorship mandate (operated jointly)

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

3.4.5 Joint Safe Deposit Lockers with mandate "Either or survivor"/"Former or survivor"/ "Anyone or Survivors"/ "Latter or Survivor" - with or without nomination

With Nomination:

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

Without Nomination:

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

Before permitting the surviving hirers/legal heir(s) to remove contents of a Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of surviving hirers/legal heirs and two independent witnesses. Form for taking inventory is enclosed as Annexure 18.

3.4.6 Joint Safe Custody Article/s with mandate "Either or Survivor"/"Former or survivor"/ "Anyone or Survivors"/ "Latter or Survivor" - with or without nomination:

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

3.4.7 Safe Deposit Locker - Procedure in case there is no Nomination / Survivorship clause:

- a) **It should be noted that Succession Certificate does not entitle the holder to receive the contents of the locker such as cash, ornaments, jewellery etc. Only shares, securities, Insurance Policies kept in the locker can be delivered if so mentioned in the succession certificate. Therefore, without taking the inventory of the contents of the lockers and without knowing what the contents really are, branch should not ask the claimant(s) / legal heir (s) to obtain Succession Certificate form the court. Obtaining legal representation from the court involves cost as well as time. Calling for wrong type of legal representation puts the the claimant(s) / legal heir(s), to hardship / inconvenience, unnecessarily, and also invites complaints against the bank. Branches must therefore exercise due care in this regard.**
- b) The value of the contents of the Locker should be added to the amount of other deposits for the purpose of sanctioning of the deceased claim, and the consolidated claim should be considered by the appropriate authority to whom sanctioning powers are delegated as per the value of the of claim. For the purpose, valuation of the articles in the locker such as cash, ornaments, jewellery etc. shall be got done (at the time of Inventory) through shroff / goldsmith on the panel of the Bank.
- c) In case wherein the claim is entitled to be settled without production of legal representation (as per the bank's policy), heirs of the deceased renter may be allowed to have access to the locker and withdraw the contents against indemnity & two sureties acceptable to the bank. Guidelines as applicable for settlement of claims in respect of deposit accounts without legal representation shall apply in such cases also.
- d) Following procedure in respect of **Safe Deposit Locker without Nomination/Survivorship clause** should be followed;
1. On receipt of notice of death of a sole renter or of the last survivor of the joint renters, the locker should be sealed with the Bank's seal and a note to this effect should be made in the all respective records.
 2. Death certificate of the locker holder issued by the competent authority should be obtained and held on record.
 3. Identity of the claimant/s, survivors / legal heirs should be established by obtaining appropriate documentary evidence.
 4. Branches should make diligent effort to find out if there is any order from a competent court restraining the bank from giving access to the locker of the deceased.
 5. On production of satisfactory evidence, legal representative(s) of the deceased should be permitted to inspect the contents of the locker to enable him/ her to lodge the claim or to obtain the necessary legal representation).
 6. The claimant(s) / heir(s) of the deceased renter should furnish necessary particulars in the claim format, which is ordinarily obtained in deposit accounts.
 7. A letter should be taken from **all the heirs requesting the Bank** to open the locker for the purpose of inventory.

8. The branch should then fix up a date and time for making an inventory and accordingly an inventory may be taken in the presence of all the heirs/ their duly constituted attorney/ies, two respectable witnesses known to the branch (**They should not be invariably Employees or Ex-Employees of the Bank**), the **valuer**, the Safe Deposit Vault Custodian and another officer. The inventory should be prepared in the prescribed inventory record form (Annexure 18) under the signatures of all the persons stated above.
9. Sealed/closed packets found in locker are not required to be opened while taking the inventory (and also while releasing them to the claimant(s) / nominee(s) / surviving hirer(s) etc.) Description of the sealed/closed packet(s) should however be mentioned in the inventory.
10. Where an inventory is to be taken in terms of a court order, it should be done in the presence of (i) the Court's Representative, (ii) the claimant/s to the contents of the locker held by the deceased renter, (iii) the valuer (iv) the Safe Deposit Vault Custodian and another officer. The inventory should enumerate the contents of locker and it should be signed by those persons in whose presence the locker has been opened. The valuer's assessment of the value of each item of the inventory should be in triplicate, one copy to the Court, the second to the claimant and the third to be retained on branch record.
11. After making an inventory, care should be taken to **redeposit all the contents in the said locker and to seal the locker.**
12. The claimant(s) should be advised to obtain legal representation such as Letter of administration/Probate from the Competent Court and produce the same to the bank to claim the contents. **This is applicable in respects of claims required to be settled against legal representation as per the policy of the bank.**
13. The claim papers along with inventory, valuation etc. should be submitted to the sanctioning authority for decision, as per usual procedure.
14. On receipt of sanction of the appropriate authority or on production of legal representation, the Legal Representative(s) of the deceased should be allowed to remove the contents from the locker after complying with the terms of sanction, signing an indemnity, acknowledgement of receipt of articles and a letter of surrender together with the key.
15. After removal of the contents from the locker, the claimant/s may still keep them with the branch, if they so desire, by entering into a fresh contract of hiring a locker.

3.5 HUF Accounts — Death of Karta

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

- a) Obtaining affidavit cum indemnity from surviving members of HUF and legal heirs with two guarantors confirming their acceptance to one of the members as a new Karta. New Karta shall be allowed to continue to operate the existing account on the basis of such documents.
- b) Similar procedure should be followed in cases where account is to be closed and balance in the account to be paid to the new Karta.

HUF is a separate legal entity with perpetual succession. Therefore, for settlement of the claims for HUF accounts in the event of death of a Karta, no legal representation in the form of Succession Certificate etc. is required.

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

Claim specific actions / steps to be taken for settlement in respect of different accounts / facilities are illustrated in the tabulated form in the Annexure 2.

3.6 SURETIES

Bank insists for sureties for settlement of claim which is not supported by legal representation in respect of deceased depositors for claim above Rs. 1 lakh & in respect of missing depositors for claim above Rs.0.50 Lakh.

Creditworthiness of the sureties play very vital role in deciding settlement of such claims. Normally, two sureties having aggregate net worth twice the amount of the claim should be obtained. The sureties should furnish their detailed information in the prescribed form, Annexure 6, along with the supporting papers in proof of the information provided. Any additional details/ information/ documents are required by the bank for verification / confirmation of the net worth of the sureties, they should be called for. Sureties, who are the relatives of the deceased, may be accepted, provided they are not directly involved as claimants and are considered individually or jointly good for the amount involved. If one surety is considered good for the amount by the Bank, second surety is not necessary. The sureties have to sign the Letter of Indemnity as per formats enclosed.

The recommending authority, while forwarding the claim to Zonal Office / Head Office for sanction should invariably submit the confirmation in respect of the worth of the sureties in the format as per **Annexure 21**.

Part-4 Settlement of claims in respect of Missing Persons

4.1 Legal Position

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

4.2 Adoption of simplified procedures to avoid inconvenience and undue hardship to the common person

Obtaining court order regarding presumption of death could prove to be costly and time consuming for a common person. Hence the RBI has suggested that every bank should fix a threshold limit as per its risk perception and may follow a simplified procedure for settlement of such claims up to the threshold limit so fixed so as to avoid inconvenience and undue hardship to the common person.

4.3. Settlement of claims within threshold limits

As suggested by RBI, our bank has fixed threshold limit of Rs. 50,000/- up to which claims in respect of missing persons could be settled without insisting on production of court order declaring the person as presumed to be dead. Claim up to the threshold limit of Rs. 50000/- can be settled on the basis of submission of following papers by the claimants, **provided the claims are made by the spouse, children and parents of the missing person;**

1. Application (Annexure 11 / 12)
2. Consent letter of Legal heirs for payment to claimant (Annexure 13)
3. Affidavit from claimant(s) (Annexure 14)
4. Identity proof of claimant/s
5. FIR filed with the Police
6. Non traceable report issued by police authorities
7. Letter of indemnity signed by nominee / all legal heirs.(Annexure 15)
8. Receipt (Annexure 16)

For claims in respect of missing person made by claimants other than his/her spouse, children and parents, production of court order must be insisted upon.

Also for the claims in respect of missing person above the threshold limit of Rs.50000/- , production of court order must be insisted upon.

Premature termination of Term Deposit Account

The rules as applicable to deceased depositor would be made applicable to missing depositor also.

Part-5 Simplification of the process for settlement of Claims in deceased depositors' accounts

5.1 Documentation

Application for deceased claim shall contain details of all deposits, SDV locker, Safe custody articles in one or many of the branches of the Bank and shall be submitted in the branch having major portion. The total value of the claim shall be considered for exercising delegated sanctioning powers and only one set of documents shall be obtained. Copies of documents along with sanction should be sent to other branches for payment and record.

Documents, which are required to be submitted along with the claim form:

- i. Proof of death of depositor(s) or hirer(s).
- ii. Proof of identification of nominee(s) wherever applicable such as Election ID Card, PAN Card, Passport, Aadhar Card etc., or any other satisfactory proof of identification acceptable to the bank or proof of authority of legal heir(s) wherever applicable.

5.1.1 Branch should exercise due care and caution in ascertaining the identity of legal heir(s) / nominee(s) and the fact of death of the account holder, through appropriate documentary evidence.

5.1.2 It should be made clear to the survivor(s)/nominee(s) that he / she / they 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 / her / them shall not affect the right or claim which any person may have against the survivor(s)/nominee(s) to whom the payment is made.

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

5.1.4 In cases where the deceased depositor had not made any nomination or has not given any mandate of survivorship, it has been decided to adopt a simplified procedure as given below for repayment to legal heir(s) of the depositor keeping in view the imperative need to avoid inconvenience and undue hardship to the common person.

5.1.5 Settlement of claims where there is no nomination or survivor clause

(a) Claim up to (and inclusive of) Rs. 1 lakh

Claim up to (and inclusive of) Rs. 1 lakh (i.e. balance in the account/s of the deceased depositor, including value of contents of locker) shall be settled without insisting on production of legal representation, **provided there are no disputes between legal heirs, all of them are ready to join execution of Indemnity in favour of the bank and there is no court order restraining the Bank from making the payment.**

Such claim up to (and inclusive of) Rs. 1 lakh shall be settled on the basis of the following Papers:

1. Application for deceased claim (Annexure 5A)
2. Copy of Death Certificate (original or attested)
3. Proof of identification of legal heirs such as Ration Card, Election ID Card, PAN Card, Passport or Aadhar Card or any other satisfactory proof of identification acceptable to the bank
4. Letter of Indemnity signed by the claimant & all legal heirs (Annexure 9)
5. Receipt (Annexure 10)

None of the above documents are required to be executed before any outside authority. No affidavit is required to be executed.

(b) Claim above Rs. 1 lakh & up to (and inclusive of) Rs. 25 lakhs

Claims above Rs. 1 lakh & up to (and inclusive of) Rs. 25 lakhs may be settled without production of legal representation such as succession certificate, letters of Administration, probate of will etc. **provided there are no disputes between legal heirs, all of them are ready to join execution of Indemnity in favour of the bank, there is no court order restraining the Bank from making the payment, and where there are no circumstances/ information/ reason for the Bank to doubt the genuineness of the claimant/s being the only legal heirs of the deceased depositor.**

Such claim **Rs. 1 lakh & up to (and inclusive of) Rs. 25 lakhs** shall be settled on the basis of the following papers **and against minimum two sureties acceptable to the bank:**

1. Application for deceased claim (Annexure 5)
2. Copy of Death Certificate (original or attested)
3. Proof of identification of legal heirs & proposed sureties such as Ration Card, Election ID Card, PAN Card or Passport, Aadhar Card or any other satisfactory proof of identification acceptable to the bank
4. Form of Sureties (Annexure 6)
5. Attested consent letter of legal heirs to pay the amount to any one or more of them (Annexure 7) – duly attested by Gazetted Officer, Executive Magistrate or Notary
6. Affidavit from claimant/s (Annexure 8)
7. Letter of Indemnity signed by the claimants and all legal heirs with sureties accepted by the bank (Annexure 9)

(c) Claim above Rs. 25 lakhs

Claim above Rs. 25 lakh (in cases where nomination or survivorship mandate is not available) shall be settled only against legal representation such as Letter of Administration, Probate, Succession Certificate etc.

However, there may be some accounts / deposits accounts wherein the claimants / legal heir(s) are not in position to produce Court Succession Certificate, Legal Representation, probate etc., on account of delay, cost involved, etc. Such of those cases can be considered, only as an exception, purely based on merits and at the sole discretion of the Bank. The reason for considering such requests should be clearly brought out (like value of the relationship etc.).

Branches while recommending are required to ensure that the claim is genuine and all the legal heir(s) have been properly identified through KYC norms and furnish the reasons for not obtaining Succession Certificate.

5.2 Time Norms for settlement of claims

Branch shall settle the claims in respect of deceased depositors and release payments to survivor (s)/ nominee in case of accounts wherein nomination or survivorship mandate is available, within **a period not exceeding 15 days** from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant(s) to the satisfaction of the branch.

In the case of accounts wherein nomination or survivorship mandate is not available, the claim shall be settled **within 1 month** from the date on which the requisite documents have been submitted.

5.3 Competent authority for settlement of claims

Keeping in view the objective of settling the claims within the stipulated time limits as above, and the risk perception of the bank, monetary limits for different levels of officers for settlement of claims are revised and specified as below;

Deceased Claims – Revised Sanctioning Powers								Rs. In lakhs		
Authority →	CMD	ED	GM	DGM BR/ZO/HO	AGM BR/ZO	CM BR/ZO	Branch Head in Scale			
							III	II	I	
a	Claims wherein survivorship mandate or nomination is available									
	Existing Powers	Full	Full	Full	Full	Full	Full	20	15	10
	Revised Powers	---	---	Full	Full	Full	Full	20	15	10
b	Claims supported by legal representation (such as Succession Certificate, Probate of Will, Letter of Administration, Order of court etc.)									
	Existing Powers	Full	Full	Full	Full	Full	15	10	5	2
	Revised Powers	---	---	Full	Full	Full	15	10	5	2
c	Claims not supported by Legal Representation and wherein survivorship mandate or nomination is also not available *									
	Existing Powers	Full	50	25	25	15	10	5	3	2
	Revised Powers	Full	100	50	30	20	15	10	5	2
d	Claim in respect of HUF account, in the event of death of a Karta									
	Existing Powers	Full	Full	Full	Full	Full	15	10	5	2
	Revised Powers	---	---	Full	Full	Full	15	10	5	2

In view of customer friendly deceased claim settlement, Claims not supported by Legal Representation and wherein survivorship mandate or nomination is also not available, the condition for keeping fixed deposit of 50% claim amount in fixed deposit by legal heirs for 3 years with no premature and no loan facility is waived off.

Branches and field functionaries will scan their deposits accounts, where nomination is not obtained and obtain them on priority basis to avoid inconvenience to customers unless the customer is unwilling to nominate and submit his unwillingness in writing for the same.

In respect of claims above Rs. 25 lakhs (wherein nomination or survivorship mandate is not available), legal representation is to be insisted. For HUF account, no legal representation is required irrespective of the amount of claim.

Note:

Under the claim in respect of a particular deceased depositor, accounts / SDVs / Safe Deposit Articles wherein nomination or survivorship mandate is available should be segregated, and each of the segregated accounts / SDVs / Safe Deposit Articles should be considered as a separate claim and settled as per the nomination / survivorship mandate available for the particular account / SDV etc., within the sanctioning powers as specified under (a) above.

Remaining accounts / SDVs / Safe Deposit Articles of the same deceased depositor wherein nomination or survivorship mandate is not available should be clubbed together and such clubbed amount (inclusive of value of contents of locker) should be considered as a consolidated single claim for settlement within the sanctioning powers as specified under (b) or (c) above (as applicable).

It is the responsibility of the branch where the claim is submitted, to check the CIF of the deceased depositor and to confirm that no account/s is/are left out of the claim. **Accounts of the same deceased depositor / locker holder with other branches of the bank** should be included under the same claim. Branch-wise separate settlements are not to be made. Since the risk perception of the claim is for the bank as a whole, settlement should also be for the bank as a whole. Splitting of accounts resulting in accommodating settlement within lower scale and/or facilitating the claimant to escape from the requirement of production of legal representation, shall be viewed very seriously.

Competent authority for settlement of claims in respect of missing persons:

For claims above Rs. 50000/- and for claims made by the claimants other than the Spouse/Children/Parents of the missing person (irrespective of the amount of claim), production of court order declaring the missing person as presumed to be dead, is to be insisted upon and the same sanctioning powers as mentioned above should be exercised.

For claims NOT supported by Court Order declaring the missing person as presumed to be dead, monetary limits for different levels of officers for settlement of claims are specified as below:

Authority		Rs. in lakhs						
		GM	DGM BR/ZO/HO	AGM BR/ZO/HO	Branch Head in Scale			
IV	III				II	I		
a	Claims NOT supported by Court Order declaring the missing person as presumed to be dead							
	Existing Powers	0.50	0.50	0.50	0.50	0.50	0.25	0.10
	Revised Powers	0.50	0.50	0.50	0.50	0.50	0.25	0.10

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

5.4.1 Penal charge

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

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

In case of a term deposit standing in the name/s of a deceased individual depositor, or two or more joint depositors, where one of the depositors has died, interest shall be paid in the manner indicated below;

(i) On the maturity of the deposit:

At the contractual rate

(ii) In case of death of the depositor before the date of maturity of the deposit, and the payment is sought after the date of maturity

At the contractual rate till the date of maturity, and from the date of maturity to the date of payment, simple interest at applicable rate on term deposit as on the date of maturity, for the period for which the deposit remained with the bank beyond maturity date

(iii) In case of death of the depositor before the date of maturity of the deposit, and the payment is sought before the date of maturity (i.e. prematurity payment)

At the applicable rate on term deposit on the date of opening of the deposit to the date of payment with reference to the period for which the deposit has remained with the bank, **without charging penalty**.

(iv) In case of death of the depositor after the date of maturity and the payment is also sought subsequently

At contractual rate up to the date of maturity, and at savings bank deposit rate (simple interest on daily product basis) operative on the date of maturity, on the maturity value of the deposit as on date of maturity, for the period from the date of maturity till the date of payment

5.4.3 Splitting of Term Deposit

On request from the claimant/s, splitting of the amount of term deposit may be allowed and two or more receipts individually in the names of the claimant/s may be issued. It shall not be construed as premature withdrawal of the term deposit, provided the period and aggregate amount of the deposit do not undergo any change.

5.5 Treatment of flows in the name of the deceased depositor

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

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

OR

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

Branches shall offer both the options to the claimants & act according to the option preferred by the claimants. (This is also included in code of Bank's commitment to customers.)

5.6 Claims in respect of NRI accountholders

In case of demise of NRI accountholder(s), the funds lying in their accounts may be claimed and the claims shall be processed in the same manner as Resident account holders/depositors.

However, in case of Resident Indian account holders, where the claimant or nominee is a NRI, question of repatriation of the funds may arise.

In such a case, the claimant/nominee should be asked to open a NRO account by submitting his/her KYC documents such as Passport, international driving license, OCI Card, PAN Card etc. Submission of PAN Card is a must because a Chartered Accountant will not issue Form 15 CA and CB without a PAN Card and repatriation from NRO account is allowed only on submission of Form 15 C A and CB from a Chartered Accountant.

In case the claimant/nominee does not have a PAN Card, he/she will have to apply for and obtain a PAN Card. NRIs, including those who have foreign citizenship, are also entitled to apply for and obtain a PAN Card.

The claim settlement funds can then be credited to this account from where they can be repatriated abroad under funds received by inheritance on production of documentary evidence in support of inheritance subject to payment of taxes as prescribed by CBDT from time to time.

5.7 Policy to be displayed on Web-Site

The policy document will be placed on the website of the bank

5.8 Redressal of complaints and grievances

Depositors having any complaint / grievance with regard to services rendered by the Bank, has a right to approach authority/ties designated by the Bank for handling customer complaint / grievances. The details of the internal set up for redressal of complaints / grievances will be displayed in the branch premises. The branch officials shall redress the grievances of the Customer if any. They shall provide all required information regarding procedure for lodging the complaint in case complainant is not satisfied with their action. In case the depositor does not get response from the Regional Office within 4 weeks from date of lodging complaint or if he is not satisfied with the response received from the Bank, he has a right to approach banks Nodal Officer for Public Grievances, Central Office, "Lokmangal", '1501, Shivajinagar Pune -411005 or Banking Ombudsman appointed by the Reserve Bank of India.

Part-6. Explanation of Various Terms

6.1 Will:

- 6.1.1 Will means a legal declaration of the intention of a testator (one who makes a will) with respect to his property, which he desires to be carried into effect after his death. It includes a Codicil also. A Will comes into operation only on the death of the testator. A Will can be revoked at any time by the testator during his life time. A Will is ambulatory in the sense that it is effective only from the date of death of the testator. Till such time it has no effect and it can be changed or revoked by the testator. If there is any mistake in a Will, it cannot be rectified by any Court of Law. No consideration is required for making a Will.
- 6.1.2 A Will may be made for disposal of the property of the testator after his death and for appointing an executor, for appointing a testamentary guardian, for exercising a power of appointment and for revoking altering a previous Will.
- 6.1.3 A minor is legally incompetent to make a Will and a Will by minor is not a legal declaration.
- 6.1.4 A Will may be in any form. It may be written in any language and no technical words are necessary. A Will need not be stamped as it is exempted from stamp duty.
- 6.1.5 A declaration in a Will should relate to the property of the testator, which he intends to dispose of. If the declaration contains no such information, it is not a Will.
- 6.1.6 The Will shall be attested by two or more witnesses in the presence of the testator. A Will is not rendered void merely for the reason that it is witnessed by any of the beneficiaries under the Will.
- 6.1.7 Mohammedan law restricts the power of testator to dispose of his property by Will only to the extent of 1/3rd of the net assets. Hence at least 2/3rd of the estate should thus be available for distribution amongst the heir(s).

6.2 Codicil:

- 6.2.1 A Codicil means an instrument made in relation to a Will and explaining, altering or adding to its dispositions and shall be deemed to form part of the Will. While obtaining a probate, a codicil alone will not be admitted to probate when the Will is lost and the terms of the codicil will be incapable of being carried out without the knowledge of what was in the lost Will. When the existence of the Will is not proved, the Codicil will not be admitted to probate.
- 6.2.2 A codicil is of a similar nature to a Will as regards both its purpose and the formalities relating to it. But in general, it is supplemental to and considered as annexed to a Will previously made, being executed for the purpose of adding to, varying or revoking the provisions of that Will.

6.3 Testamentary Succession/Disposition:

Testamentary Succession/disposition means distribution of the property of the deceased on the basis of a Will. When a person leaves a Will/Codicil bequeathing his/her property, it is known as Testamentary Disposition.

6.4 Intestate Succession / Disposition:

When a person dies without any Will, the property will be distributed / inherited by the legal heir(s) as per the succession law by which the deceased was governed. Disposition of property in this manner is known as Intestate Disposition or Intestate Succession.

6.5 Probate:

6.5.1 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. 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.

6.5.2 The effect of grant of the Probate is that it establishes the factum of the Will and the legal character of the Executor and all the property both movable and immovable of the deceased Testator vests in the Executor as from the date of the death and as long as the grant stands, the Executor is the legal representative of the deceased.

6.5.3 Probate of Will is mandatory to enable the Bank to settle claims.

6.6 Executor:

Executor means a person to whom the execution of the last Will of a deceased person is, by the Testator's appointment confided. Executor also means the executor or the administrator of a deceased person.

6.7 Administrator:

An Administrator means a person appointed by a competent authority to administer the estate of a deceased person when there is no Executor. If a person governed by Indian Succession Act dies without leaving a Will, a person is appointed to administer his estate, as provided in Section 218 and 219 of the Act. The person so appointed is called an administrator. An Administrator can be appointed only by a competent court as distinguished from an Executor who can be appointed only by a person by his Will or Codicil.

6.8 Claimants:

The claimants are generally the legal heir(s) of the deceased or beneficiaries under a Will or Settlement etc. When the depositor dies intestate, the legal heir(s) would be the claimants.

6.9 Letter of Administration:

Letters of Administration include any letters of administration, whether general or with a copy of the Will annexed or limited in time or otherwise. Letter of Administration is also granted under Section 232 of the Indian Succession Act 1925, when a person dies leaving a Will without appointing an Executor or if the Executor appointed by the Will is legally incapable or refuses to act or who has died before the testator or before he has proved the Will, or after having proved the Will, but before he has administered all the estate of the deceased.

6.10 Succession Certificate:

Succession Certificate is granted by the Court to realize the debts and securities of the deceased and to give valid discharge.

6.11 Minor:

Minor means any person who has not completed the age of 18 years of age. 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 of age. A minor is incompetent to enter into any contract as per Indian Contract Act.

6.12 Guardian:

Guardian means a person having the care of the person of a minor or his property or both. There are different types of guardians, viz. Natural Guardian, Testamentary Guardians and Court appointed Guardian.

This policy on deceased claim is subject to review from time to time.

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ANNEXURES

Annexure 1

(Clarifications regarding provisions in Nomination Rules)

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

1. Deposit Accounts

- a) Nomination facility is intended only for individuals **including a sole proprietary concern.**
- b) There cannot be more than one nominee in respect of single / joint deposit account.
- c) Variation/cancellation of a subsisting nomination by all the surviving depositor(s) acting together, may be allowed. This is also applicable to deposits having operating instructions "Either or Survivor".
- d) It may be noted that in the case of a joint deposit account the nominee's right arises only after the death of all the depositors.
- e) Nomination Rules prescribe specific formats for making nomination, variation in nomination and cancellation of nomination.
- f) Nomination does not require witnesses except where it is under thumb impression.
- g) Payment to nominee should be on verification of his/her identity and against receipt.
- h) With the request and consent of the depositor, the name of nominee may be mentioned on the pass book or term deposit receipt.

2. Safe Deposit Lockers

- a) 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.
- b) Where the lockers are hired jointly, on the death of any of the joint hirers, the contents of the locker are allowed to be removed only jointly by the nominee(s) and the survivor(s) after an inventory is taken in the prescribed manner. In such a case, after such removal preceded by an inventory, the nominee and surviving hirer(s) may still keep the entire contents with the same bank, if they so desire, by entering into a fresh contract of hiring a locker.
- c) Banks are not required to open sealed/closed packets found in locker while releasing them to the nominee or nominees and surviving hirers. Description of the sealed/closed packet(s) should however be mentioned in the inventory.
- d) It should be made clear to the survivor(s) / nominee(s) that access to locker / safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to him shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.
- e) Section 45 ZE of the B.R Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. The responsibility of the bank in such cases is to ensure that when the contents of a locker are sought to be removed on behalf of the minor nominee, the articles are handed over to a person who, in law, is competent to receive the articles on behalf of the minor.

3. Safe Custody Articles

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

Settlement of Claims in Various types of Operational instructions

- Deposits

With Nomination

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

Without Nomination

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

Lockers

With Nomination

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

Without Nomination

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

Settlement of Claims in respect of Deceased Depositors and missing persons

Check-list of Documents

Claims		Document obtained by branch? Yes/No
1	Accounts with Nomination clause:	
(i)	Application for Deceased Claim from Nominee/ Guardian of nominee (Annexure-4) For missing depositor (Annexure-11)	
(ii)	Copy of Death Certificate (Verified with original)	
(iii)	Identify proof	
(iv)	Receipt (Annexure 10) For missing depositor (Annexure 16)	
(v)	Passbook/ATM card/Unused Cheque Leaves/FDR/CDR Receipt (in Original)	
2	Joint Accounts with survivorship clause:	
(i)	Application for Deceased Claim from Survivor(s) (Annexure-4) For missing depositor (Annexure 11)	
(ii)	Copy of Death Certificate (Verified with original)	
(iii)	Receipt (Annexure 10) For missing depositor (Annexure 16)	
(iv)	Passbook/ATM card/Unused Cheque Leaves/FDR/CDR Receipt (in Original)	
3	Accounts (other than those belonging to missing person/s) without nomination or survivorship clause: (For amounts up to threshold limit, i.e. up to Rs. 1 lakh.)	
(i)	Application for Deceased Claim (Annexure –5)	
(ii)	Copy of Death Certificate (Verified with original)	
(iii)	Identity proof of the claimant(s) & legal heir(s)	
(iv)	Letter of Indemnity signed by claimant(s) & all legal heirs ((Annexure –9)	
(v)	Receipt (Annexure 10)	
(vi)	Passbook/ATM card/Unused Cheque Leaves/FDR/CDR Receipt (in Original)	
4	Accounts of missing person/s without nomination or survivorship clause: (For amounts up to threshold limit, i.e. up to Rs. 0.50 lakh)	
(i)	Application (Annexure –12)	
(ii)	FIR filed with the Police	
(iii)	Non-traceable report issued by police authorities	
(iv)	Consent of legal heirs for payment to claimant (Annexure 13)	
(v)	Affidavit of claimant(s) (Annexure 14)	
(vi)	Letter of Indemnity signed by claimant(s) & all legal heirs ((Annexure –15)	
(vii)	Receipt (Annexure 16)	
(viii)	Passbook/ATM card/Unused Cheque Leaves/FDR/CDR Receipt (in Original)	

Claims		Document obtained by branch? Yes/No
5	Accounts (other than those belonging to missing person/s) without nomination or survivorship clause: (For amounts above Rs. 1 lac)	
	(i)	Application for Deceased Claim (Annexure 5)
	(ii)	Form of sureties (Annexure-6) (Surety net worth must be at least double the claim amount) (2 surety may be taken)
	(iii)	Copy of Death Certificate (Verified with original)
	(iv)	Identity proof of the claimant(s), legal heir(s) & sureties
	(v)	Affidavit of claimant(s) executed before competent authority (Annexure 8)
	(vi)	Consent letter of all the legal heirs for making the payment to the claimant(s) (Annexure 7)
	(vii)	Letter of Indemnity signed by claimant(s), all legal heirs and sureties (Annexure 9) – To be obtained after sanction of the claim by the competent authority, but before settlement of the claim
	(viii)	Receipt (Annexure 10)
	(ix)	Passbook/ATM card/Unused Cheque Leaves/FDR/CDR Receipt (in Original)
6	Accounts of missing person/s without nomination or survivorship clause: (For amounts above Rs. 0.50 lac)	
	(i)	Application (Annexure 12)
	(ii)	Form of sureties (Annexure-6)
	(iii)	Certified true copy of court order declaring the depositor as missing
	(iv)	Identity proof of the claimant(s), legal heir(s) & sureties
	(v)	Affidavit of claimant(s) executed before competent authority (Annexure 14)
	(vi)	Consent letter of all the legal heirs for making the payment to the claimant(s) (Annexure 13)
	(vii)	Letter of Indemnity signed by claimant(s), all legal heirs and sureties ((Annexure 15) – To be obtained after sanction of the claim by the competent authority, but before settlement of the claim
	(viii)	Receipt (Annexure 16)
	(ix)	Passbook/ATM card/Unused Cheque Leaves/FDR/CDR Receipt (in Original)

Note: The branches / field functionaries while forwarding the claim to higher authority should invariably obtain the above documents and send the certified copies of the documents to the authority keeping the originals with the branch.

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

From

To

The Branch Manager,
Bank of Maharashtra,
_____ Branch

Dear Sir / Madam,

Re: Deceased Account
Late Shri/Smt. _____

Claim for payment of amount/s and delivery of contents of lockers / articles deposited in Safe Custody by the above named deceased with the Bank

I/We advise the demise of Shri/Smt. _____ on _____ . He/She holds the following account(s) at your bank.

Particulars of the accounts of the deceased:

Sr. No.	Branch	Type of Account	Account / Receipt No.	Date of Deposit (For term deposits)	Due Date (For term deposits)	Bal. as on (Date)	Balance (Rs.)

(Note: Other dues is any, may also be included in above)

Particulars of the Safe Deposit Locker(s) / Safe Custody articles of the deceased:

Safe Deposit Locker No. _____

Mode of holding _____

Estimated value of Contents Rs. _____

Whether any kind of loan availed by deceased applicant: Yes / No

Whether the above deposits are under hold / lien / charge: Yes / No
(of our bank / or any other regulatory authority)

If yes, give details _____

A. In case of Nomination

I, _____,
residing at _____
_____ am

- (i) the registered nominee in the above account(s), Safe Deposit Locker(s), Safe Custody Articles.
- (ii) The person authorized to receive payment on behalf of Master / Miss _____ who is the nominee in the above account(s), Safe Deposit Locker(s), Safe Custody Articles and is a minor as on the date of this claim.

Please settle the balance in the account(s) with interest accrued / deliver the contents of the Safe Deposit Locker(s), Safe Custody Articles in the name of / to the nominee. I/we am/are aware that I / we shall receive the payment / take possession of the contents / articles as trustee(s) of the legal heir(s) of the deceased account holder(s) / locker holder(s) / depositor(s) of articles in Safe Custody.

B. In the case of joint account(s) with survivor clause

The above account(s), Safe Deposit Locker(s) is/are in joint names with survivor clause as Either or Survivor / Anyone or survivors / Former or survivor / Latter or survivor.

I/We, _____,
residing at _____

am / are the surviving joint account holder(s) / Safe Deposit Locker holder, and as per the mandate for the account(s) / Safe Deposit Locker(s), am / are entitled to continue the account in my / our names or to receive the balance amount in the account(s) with interest as applicable and to get access to / receive delivery of contents of the Safe Deposit Locker(s).

I/We request you to delete the name of deceased person and continue the account(s) / deposit(s) in my / our name(s) with same mode of operations or to pay the balance amount / amount of deposits to me / us.

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

Death Certificate issued by _____

Identity proof (required in nomination cases) _____

Place: _____

Yours faithfully,

Date: _____

(Claimant(s))

Application for Deceased claim (To be used for cases other than Nomination / joint account with survivor clause)

From

To

The Branch Manager,
 Bank of Maharashtra,
 _____ Branch

Dear Sir / Madam,

Re: Deceased Account
 Late Shri/Smt. _____

Claim for payment of amount/s and delivery of contents of lockers / articles deposited in Safe Custody by the above named deceased with the Bank

I/We advise the demise of Shri/Smt. _____ on _____ . He/She holds the following account(s) at your bank.

Particulars of the accounts of the deceased:

Sr. No.	Branch	Type of Account	Account / Receipt No.	Date of Deposit (For term deposits)	Due Date (For term deposits)	Bal. as on (Date)	Balance (Rs.)

(Note: Other dues is any, may also be included in above)

Particulars of the Safe Deposit Locker(s) / Safe Custody articles of the deceased:

Safe Deposit Locker No. _____
 Mode of holding _____
 Estimated value of Contents Rs. _____

Whether any kind of loan availed by deceased applicant: Yes / No

Whether the above deposits are under hold / lien / charge: Yes / No
 (of our bank / or any other regulatory authority)

If yes, give details _____

I/We hereby lodge my/our claim for the balances lying to the credit of the above account(s) with accrued interest and for delivery of securities/articles held by the bank as detailed above on behalf of the deceased account holder / locker holder / depositor of articles for safe custody, who died intestate. I/We am/are the legal heir(s) of the above named deceased and am/are entitled to receive amount/s due and payable by the Bank to the deceased and securities etc. held by the Bank on behalf of the deceased, as specified above, as per the bank's rules and discretion.

I/We am/are agreeable to (1) comply with the Bank's rules in this behalf from time to time, (2) to prove my/our title in the manner required by the Bank and (3) to offer such security / indemnity to the Bank as may be required by the bank and to keep the Bank safe and indemnified in respect of delivery of such dues, securities / articles, etc.

The information about the deceased is as under:

- a) Name of the deceased _____
- b) Age (At the time of death) _____
- c) Married / Unmarried/Widower
(Status at the time of death) _____
- d) Date of Death _____
- e) Place of death Village/City _____ Taluka _____
Dist. _____ State _____
- f) Usual place of residence immediately prior to death _____
- g) Full name of father of the deceased _____
- h) Full name of mother of the deceased _____
- i) Religion of the deceased _____
- j) Personal law by which the deceased was governed _____

Copy of death certificate issued by _____ is enclosed
(An extract from Death Register issued by the local authority should accompany this application).

The information about the legal heir(s) of the deceased (including applicant/s) who are entitled to succeed to the estate of deceased according to the personal law by which the deceased was governed is as under:

(Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand children (ix) Karta and Co-parceners in case of HUF, should be given)

Sr. No.	Full Name	Address	Occupation	Relationship with deceased	Age

Information of Guardian/s of the minor children of the depositor(s)

- a) Name(s) _____
- b) Whether Natural Guardian _____
- c) Whether Guardian appointed by Court of Law in India _____
(If so, attach a certified copy or duly attested copy of such order)
- d) In whose custody the Minor(s) is/are _____

Details of Joint Account holder/s (Survivor/s and legal heirs of deceased account holder)

Sr No	Full Name	Address	Occupation	Age

Particulars of claimant(s)

Sr. No.	Full Name	Full Address

I/We submit the following documents. Please return the original death certificate to us after verification.

1. Death Certificate (Original + 1 photocopy) issued by _____
2. Proofs of identity of all legal heirs and sureties
3. Death Certificate of the mother of the deceased (applicable if deceased is a Hindu Male and his mother is pre-deceased)
4. _____

I/We hereby declare that -

- The deceased has not made any will / any other deposition in regard to the property to which this claim is related.

OR

The deceased had made a last will on _____ bequeathing the said property to the claimant / has appointed the claimant as executor.

- Nobody has applied for legal representation such as probate, letter of administration, succession certificate etc. in regard to the assets left by the deceased.
- To the best of my/our knowledge and information the assets left by the deceased is / are not liable for estate duty and I / we have obtained / undertake to obtain requisite certificate from the concerned authorities. I/We further assure the Bank and declare that in case and estate

duty is levied on the assets left by the deceased, I/we shall be solely responsible for payment of the same.

- (In case when the deceased is a Male Hindu)
Mother of the deceased is alive and her name is mentioned as one of the legal heirs in the application as well as in the affidavit.

OR

Mother of the deceased is pre-deceased. Copy of her death certificate is attached.

I/We offer the following sureties for settlement of the claim in my/our favour;

Sr. No.	Name	Address
1		
2		

The information of the sureties offered by me/us is attached (Annexure 6). They may be accepted as sureties.

In case the Bank agrees to pay the dues / deliver the securities, articles, etc. as aforesaid to me/us without insisting on representation from a competent court, we, all the legal heirs as above agree to execute an indemnity bond signed by us and sureties to be approved by the bank.

I/We request you to pay the balance amount lying to the credit of the above named deceased to _____ on my / our behalf.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

Yours faithfully,

Name of Claimant(s)	Signature(s)
1. _____	_____
2. _____	_____
3. _____	_____

Place: _____

Date: _____

Annexure 5 (A)

Application for Deceased claim (To be used for cases other than Nomination / joint account with survivor clause & for claims up to & inclusive of Rs. 1,00,000/-)

The Branch Manager,
Bank of Maharashtra,
_____ Branch

Dear Sir / Madam,

Re: Deceased Account
Late Shri/Smt. _____

Claim for payment of amount/s and delivery of contents of lockers / articles deposited in Safe Custody by the above named deceased with the Bank

I/We advise the demise of Shri/Smt. _____ on _____ . He/She holds the following account(s) at your bank.

Particulars of the accounts of the deceased:

Sr. No.	Branch	Type of Account	Account / Receipt No.	Date of Deposit (For term deposits)	Due Date (For term deposits)	Bal. as on (Date)	Balance (Rs.)

(Note: Other dues is any, may also be included in above)

Particulars of the Safe Deposit Locker(s) / Safe Custody articles of the deceased:

Safe Deposit Locker No. _____
Mode of holding _____
Estimated value of Contents Rs. _____

Whether any kind of loan availed by deceased applicant: Yes / No

Whether the above deposits are under hold / lien / charge: Yes / No

(of our bank / or any other regulatory authority)

If yes, give details _____

I/We hereby lodge my/our claim for the balances lying to the credit of the above account(s) with accrued interest and for delivery of securities/articles held by the bank as detailed above on behalf of the deceased account holder / locker holder / depositor of articles for safe custody, who died intestate. I/We am/are the legal heir(s) of the above named deceased and am/are entitled to receive amount/s due and payable by the Bank to the deceased and securities etc. held by the Bank on behalf of the deceased, as specified above, as per the bank's rules and discretion.

I/We am/are agreeable to (1) comply with the Bank's rules in this behalf from time to time, (2) to prove my/our title in the manner required by the Bank and (3) to offer such security / indemnity to the Bank as may be required by the bank and to keep the Bank safe and indemnified in respect of delivery of such dues, securities / articles, etc.

The information about the deceased is as under:

- k) Name of the deceased _____
- l) Date of Death _____
- m) Place of death Village/City _____ Taluka _____
Dist. _____ State _____
- n) Personal law by which the deceased was governed _____

Copy of death certificate issued by _____ is enclosed
(An extract from Death Register issued by the local authority should accompany this application).

The information about the legal heir(s) of the deceased (including applicant/s) who are entitled to succeed to the estate of deceased according to the personal law by which the deceased was governed is as under:

(Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand children (ix) Karta and Co-parceners in case of HUF, should be given)

Sr. No.	Full Name	Address	Occupation	Relationship with deceased Account holder	Age

Information of Guardian/s of the minor children of the depositor(s)

- e) Name(s) _____
- f) Whether Natural Guardian _____
- g) Whether Guardian appointed by Court of Law in India _____
(If so, attach a certified copy or duly attested copy of such order)
- h) In whose custody the Minor(s) is/are _____

I/We submit the following documents. Please return the original death certificate to us after verification.

5. Death Certificate (Original + 1 photocopy) issued by _____
6. Proofs of identity of all legal heirs
7. Death Certificate of the mother of the deceased (applicable if deceased is a Hindu Male and his mother is pre-deceased)
8. _____

I/We hereby declare that –

- The deceased has not made any will / any other deposition in regard to the property to which this claim is related.
- Nobody has applied for legal representation such as probate, letter of administration, succession certificate etc. in regard to the assets left by the deceased.
- To the best of my/our knowledge and information the assets left by the deceased is / are not liable for estate duty and I / we have obtained / undertake to obtain requisite certificate from the concerned authorities. I/We further assure the Bank and declare that in case and estate duty is levied on the assets left by the deceased, I/we shall be solely responsible for payment of the same.
- (In case when the deceased is a Male Hindu)
Mother of the deceased is alive and her name is mentioned as one of the legal heirs in the application OR Mother of the deceased is pre-deceased.

In case the Bank agrees to pay the dues / deliver the securities, articles, etc. as aforesaid to me/us without insisting on representation from a competent court, we, all the legal heirs as above agree to execute an indemnity bond signed by us.

I/We request you to pay the balance amount lying to the credit of the above named deceased to _____ on my / our behalf.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

Yours faithfully,

Name(s) of legal heir(s)	Signature(s)
1. _____	
2. _____	
3. _____	
4. _____	

Place:

Date:

Form for sureties (personal information of sureties)

(To be obtained separately for every surety)

To:
The Branch Manager
Bank of Maharashtra
_____ Branch

Dear Sir / Madam,

Shri / Smt. _____ and other legal heir(s)
of the deceased Shri / Smt. _____

has / have requested the bank to make the payment of the amount standing in the credit of the account(s) and/or to hand over the contents of the Safe Deposit Locker(s) / Safe Custody Articles held with the bank in the name(s) of the deceased, without production of legal representation. I offer to stand as surety / guarantor for the payment and/or delivery of the contents of items of Safe Deposit Locker(s) and/or held in Safe Custody, by the bank to the applicant(s) as per his/her/their request. For the purpose, I furnish my information/ particulars as below;

Full Name		
Age	_____ Years	
Marital Status	Married / Unmarried	
PAN No.		
Phone / Mobile No.		
Occupation	Service / Business / Self Employed / Agriculturist	
Residential Address	Permanent	
	Present	
If in service	Employer's name	
	Employer's address	
	Post held	
	No. of years in service	
	Date of retirement	
	Gross Salary p.m.	
	Net Salary p.m.	
If in business / Profession / self-employed	Name of business/ profession	
	Address	
	Nature of business/ profession	
	Constitution	Individual/ Proprietorship/ Partnership/ Ltd. Co
	No. of years of standing in business / profession	
	Own capital investment	
	Net income from business/ profession for last three years	1. Rs _____ 2. Rs _____ 3. Rs _____

If agriculturist	Land holding (in own name only)	
	Net annual income for last three years	1. Rs _____ 2. Rs _____ 3. Rs _____
Total annual income from all sources		Rs. _____
Relation with the deceased / claimant(s)		
Period for which claimants are known to me		_____ Years

Personal assets and liabilities		
	Particulars	Worth
Land		
Building		
Investment in business / profession		
Other investments		
Shares & Debentures		
Units, Mutual Funds		
NSC, Post office Deposits, etc		
LIC Policies (Surrender Value)		
Bank Deposits		
Others (specify)		
Total assets (A)		
Housing Loan(s)		
Vehicle Loan(s)		
Personal Loan(s)		
Commercial Loan(s)		
Agricultural Loan(s)		
Others (specify)		
Other liabilities (specify)		
Total liabilities (B)		
Net Worth (A) – (B)		

I declare that all the particulars and information given above are true, correct and complete.

Place: _____

Date: _____

(Signature of the surety)

Documents Enclosed

- a. Documents in proof of identity and address
- b. Salary certificate for the month of _____
- c. Copy of Income tax return filed for the year/s ended 31-03- _____
- d. Copy of Balance sheet & Profit & loss A/c for the year/s ended 31-03- _____
- e. Other supporting documents (Specify) _____

**Draft of consent letter
(To be attested by Gazetted Officer or Executive Magistrate or Notary)**

I/We,

- (1) Shri/Smt. _____, Age about ____ years, residing at _____
- (2) Shri/Smt. _____, Age about ____ years, residing at _____
- (3) Shri/Smt. _____, Age about ____ years, residing at _____
- (4) Shri/Smt. _____, Age about ____ years, residing at _____

do hereby state that Shri/Smt. _____ died on _____ at _____ leaving behind him/her the following heirs according to the law by which he/she was governed;

Sr. No.	Name	Age (Yrs.)	Relation with the deceased

a) We declare that the above-mentioned persons are the only legal heirs entitled to inherit his/her estate. He/She has died intestate and as per our knowledge and after search of his/her records, we do not find any will left behind by him/her.

b) Shri/Smt. _____, one of the heirs / legatees of the deceased has claimed the moneys and securities standing in the accounts of Shri/Smt. _____ with Bank of Maharashtra, _____ Branch and I / We the above named heirs hereby accord our consent to the payment of the said moneys / securities to Shri / Smt. _____

Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Place: _____

Date: _____

Affidavit from claimant(s)
(To be stamped as per Stamp Act and to be executed before Executive Magistrate or Notary)

I/We,

- (1) Shri/Smt. _____, Age about ____ years, residing at _____
- (2) Shri/Smt. _____, Age about ____ years, residing at _____

do hereby solemnly affirm and state that –

1. Shri/Smt. _____, my/our _____ (Relation) died on _____ at _____
2. He / She has left behind him/her the following heirs including me /us according to the law of succession by which he/she was governed;

Sr. No.	Name	Age (Yrs.)	Relation with the deceased

3. Being the father / mother of the minor heir, Master/Ms _____, I _____ .am his/her natural guardian (applicable in case of minor Hindu heirs)
4. There are no other heirs than those mentioned above.
5. The deceased has left / has not left any other property other than the one claimed from Bank of Maharashtra.
6. He / She has died intestate and as per our knowledge and after search of his records, we do not find any will left behind by him. So we declare that we are the only legal heirs entitled to inherit his estate.
7. Nobody has claimed any legal representation from any court regarding the estate of the deceased nor has applied for or is required to apply for the same.

8. The deceased was holding the following deposit accounts with Bank of Maharashtra;

Sr. No.	Branch	Type of Account	Account / Receipt No.	Date of Deposit (For term deposits)	Due Date (For term deposits)	Present Balance
Total						

The deceased was holding Safe Deposit Locker(s) / Safe Custody articles with Bank of Maharashtra as below;:

Safe Deposit Locker No. _____ Branch _____
Mode of holding _____
Estimated value of Contents Rs. _____

As the heirs / sole heir, I am / we are claiming the balance amount in the said accounts (together with interest thereon) / articles in SDV Locker / Safe Custody in the name of the deceased and all other heirs mentioned above have no objection for the same.

This affidavit is made at _____ the ____ day of _____ 20__

Identification

Signature

The contents of this affidavit are explained to the Affiant in the language known to him/her by me.

*Note: Strike out whatever is not applicable.

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

**LETTER OF INDEMNITY WITH RESPECT TO PAYMENT OF BALANCE IN THE DECEASED
CONSTITUENT'S ACCOUNT WITHOUT PRODUCTION OF LEGAL REPRESENTATION**

To
The Branch Manager,
Bank of Maharashtra,
_____ Branch

I / We have requested the bank to make the payment of the amount standing in the credit of the accounts belonging to the deceased Shri / Smt _____ together with interest thereon as applicable, to Shri / Smt. _____ being one of the legal heirs for and on behalf of all the legal heirs.

AND / OR

I/We have requested the bank to hand over the contents of the Safe Deposit Locker(s) / items held in Safe Custody with the bank, to shri / Smt. _____ being one of the legal heirs for and on behalf of all the legal heirs.

I/We are aware that the Bank has agreed to settle our claims relying on the affidavit executed by Shri / Smt. _____

IN CONSIDERATION of your paying or agreeing to pay the sum of Rupees _____ standing at the credit of Savings Bank / Current / Term Deposit / R.D. Account / _____ A/C etc. AND delivering or agreeing to deliver by you the contents of the Safe Deposit Locker(s) / items held in Safe Custody with the bank in the name of Shri / Smt. _____ since deceased, to shri / Smt. _____ being one of the legal heirs for and on behalf of all the legal heirs without production of Letter of Administration or Succession Certificate or Probate to his/her estate or Certificate from the Controller of Estate Duty to the effect that estate duty has been paid or will be paid or none is due,

I / We,

[Insert here the Name(s) of all Legal heirs] 1) _____
2) _____
3) _____
4) _____

AND

I / We,

[Insert here the Name(s) of all Survivor claimants in case of joint Ac] 1) _____
2) _____
3) _____
4) _____

do hereby for myself/ourselves and my/our respective heirs, legal representatives executors and administrators, jointly and severally AGREE, AFFIRM AND UNDERTAKE that the bank, its successors and assigns and its managers, agents, officers and servants and their respective estates and effects are and shall from time to time and at all times hereafter be kept safe and saved harmless and INDEMNIFIED For and in respect of such payment and against all actions, proceedings, losses, damages, cost, charges, expenses, claims and demands whatsoever which may be raised against or incurred by you by reasons or in consequence of the said payment and/or delivery of the contents of items of Safe Deposit Locker(s) and/or held in Safe Custody.

SIGNED AND DELIVERED

By the above named on this ____ day of _____ Two thousand _____

SIGNED AND DELIVERED by
the above named

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

(All legal heirs of the deceased including claimant/s)

* IN CONSIDERATION of aforesaid, I / We,

[Insert here the 1) _____

Name(s) of all 2) _____

the sureties]

do hereby jointly and severally guarantee and undertake to pay to you and your successors and assigns, all the claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of the said payment and/or delivery of the contents of items of Safe Deposit Locker(s) and/or held in Safe Custody as aforesaid to the aforesaid executants/payee/indemnifiers under the aforesaid indemnity.

We agree and confirm that the bank shall have the right to claim the amount from us as sureties before all without claiming the amount from the aforesaid executants/payee/indemnifiers and that the liability of each one of us as the sureties shall be that of principal debtors to the bank.

SIGNED AND DELIVERED

By the above named on this ____ day of _____ Two thousand _____

SIGNED AND DELIVERED by

the above named

1. _____

2. _____

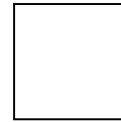
(Sureties)

(* Strike out if no sureties are to be taken)

RECEIPT

Received with thanks from Bank of Maharashtra _____ branch, a sum of Rs. _____ (Rupees _____ only) by Banker's Cheque No. _____ dated _____ in favour of _____ in full and final settlement of my/our claim as successor on the balance in _____ Account(s) No(s). _____ standing in the name of the deceased Shri/Smt/Kum. _____. I/We do not have any other claim from the Bank henceforth.

Place: - _____



Date: _____

(Signature of all the legal heirs over a revenue stamp)

DECLARATION in case funds are settled in favour of a Minor

I, _____, father/mother and natural guardian of _____ hereby certify that the proceeds of your Banker's Cheque No. _____ dated _____ favoring _____ issued by you in settlement of the balance in account No/s. _____ of Late _____ will be utilized for the benefit of the minor only.

Place: _____

Date: _____

(Signature of the guardian)

Application for Deceased claim for Missing Depositor (To be used when account has nomination or is a joint account with survivor clause)

From

To

The Branch Manager,
Bank of Maharashtra,
_____ Branch

Dear Sir / Madam,

Re: Account(s) of the missing Shri/Smt. _____
Claim for payment of amount/s and delivery of contents of lockers / articles deposited in Safe Custody by the above named missing person with the Bank

I/We advise that Shri/Smt. _____ is missing since _____ and not heard of for more than _____ years by those who would naturally have heard of him/her if he/she had been alive. I/We have filed FIR with the Police bearing No. _____ on _____. I/We have made all efforts to trace the said person however unfortunately he/she could not be found. The Police have also closed the case as not traceable and have issued report to that effect. We enclose the copy of FIR and the report of the Police. I/We therefore claim that he/she is not alive.

A. Particulars of the accounts of the deceased:

Sr. No.	Branch	Type of Account	Account / Receipt No.	Date of Deposit (For term deposits)	Due Date (For term deposits)	Bal. as on (Date)	Balance (Rs.)

(Note: Other dues is any, may also be included in above)

B. Particulars of the Safe Deposit Locker(s) / Safe Custody articles of the missing person:

Safe Deposit Locker No. _____ Branch _____

Mode of holding _____

Estimated value of Contents Rs. _____

Whether any kind of loan availed by missing person: Yes / No

Whether the above deposits are under hold / lien / charge: Yes / No

(of our bank / or any other regulatory authority)

If yes, give details _____

C. In case of Nomination

I, _____,
residing at _____
_____ am

(iii) the registered nominee in the above account(s), Safe Deposit Locker(s), Safe Custody Articles.

(iv) The person authorized to receive payment on behalf of Master / Miss _____ who is the nominee in the above account(s), Safe Deposit Locker(s), Safe Custody Articles and is a minor as on the date of this claim.

Please settle the balance in the account(s) with interest accrued / deliver the contents of the Safe Deposit Locker(s), Safe Custody Articles in the name of / to the nominee. I/we am/are aware that I / we shall receive the payment / take possession of the contents / articles as trustee(s) of the legal heir(s) of the missing account holder / locker holder / depositor of articles in Safe Custody.

D. In the case of joint account(s) with survivor clause

The above account(s), Safe Deposit Locker(s) is/are in joint names with survivor clause as Either or Survivor / Anyone or survivors / Former or survivor / Latter or survivor.

I/We, _____,
residing at _____

am / are the surviving joint account holder(s) / Safe Deposit Locker holder, and as per the mandate for the account(s) / Safe Deposit Locker(s), am / are entitled to continue the account in my / our names or to receive the balance amount in the account(s) with interest as applicable and to get access to / receive delivery of contents of the Safe Deposit Locker(s).

I/We request you to delete the name of missing person and continue the account(s) / deposit(s) in my / our name(s) with same mode of operations or to pay the balance amount / amount of deposits to me / us.

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

- (i) FIR filed with the Police authorities
- (ii) Not traceable report issued by Police authorities
- (iii) Identity proof (required in nomination cases) _____
- (iv) _____

Place: _____

Yours faithfully,

Date: _____

(Claimant(s))

Application for Deceased claim for Missing Depositor (To be used for cases other than Nomination / joint account with survivor clause)

From

To

The Branch Manager,
Bank of Maharashtra,
_____ Branch

Dear Sir / Madam,

Re: Account(s) of the missing Shri/Smt. _____
Claim for payment of amount/s and delivery of contents of lockers / articles deposited in Safe Custody by the above named missing person with the Bank

I/We advise that Shri/Smt. _____ is missing since _____ and not heard of for more than _____ years by those who would naturally have heard of him/her if he/she had been alive. I/We have filed FIR with the Police bearing No. _____ on _____. I/We have made all efforts to trace the said person however unfortunately he/she could not be found. The Police have also closed the case as not traceable and have issued report to that effect. We enclose the copy of FIR and the report of the Police. I/We therefore claim that he/she is not alive.

Particulars of the accounts of the missing person:

Sr. No.	Branch	Type of Account	Account / Receipt No.	Date of Deposit (For term deposits)	Due Date (For term deposits)	Bal. as on (Date)	Balance (Rs.)

(Note: Other dues is any, may also be included in above)

Particulars of the Safe Deposit Locker(s)/Safe Custody articles of the missing person:

Safe Deposit Locker No. _____ Branch _____

Mode of holding _____

Estimated value of Contents Rs. _____

Whether any kind of loan availed by missing person: Yes / No

Whether the above deposits are under hold / lien / charge: Yes / No
(of our bank / or any other regulatory authority)

If yes, give details _____

I/We hereby lodge my/our claim for the balances lying to the credit of the above account(s) with accrued interest and for delivery of securities/articles held by the bank as detailed above on behalf of the missing account holder / locker holder / depositor of articles for safe custody. I/We am/are the legal heir(s) of the above named missing person and am/are entitled to receive amount/s due and payable by the Bank to the missing person and securities etc. held by the Bank on behalf of the missing person, as specified above, as per the bank's rules and discretion..

I/We am/are agreeable to (1) comply with the Bank's rules in this behalf from time to time, (2) to prove my/our title in the manner required by the Bank and (3) to offer such security / indemnity to the Bank as may be required by the bank and to keep the Bank safe and indemnified in respect of delivery of such dues, securities / articles, etc.

The information about the missing person is as under:

- a) Name of the missing person _____
- b) Missing since _____
- c) Married / Unmarried/Widower
(Status at the time since missing) _____
- d) Usual place of residence immediately prior to getting missing _____
- e) Full name of father of the missing person _____
- f) Full name of mother of the missing person _____
- g) Religion of the missing person _____
- h) Personal law by which the missing person was governed _____

The information about the legal heir(s) of the missing person (including applicant/s) who are entitled to succeed to the estate of missing person according to the personal law by which the deceased was governed is as under:

(Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand children (ix) Karta and Co-parceners in case of HUF, should be given)

Sr. No.	Full Name	Address	Occupation	Relationship with missing person	Age

Information of Guardian/s of the minor legal heirs of the missing person

- a) Name(s) _____
- b) Whether Natural Guardian _____
- c) Whether Guardian appointed by Court of Law in India _____
(If so, attach a certified copy or duly attested copy of such order)
- d) In whose custody the Minor(s) is/are _____

Particulars of claimant(s)

Sr. No.	Full Name	Full Address

I/We submit the following documents. Please return the original death certificate to us after verification.

1. FIR filed with the Police authorities
2. Not traceable report issued by Police authorities
3. Proofs of identity of all legal heirs and sureties
4. Death Certificate of the mother of the missing person (applicable if missing person is a Hindu Male and his mother is pre-deceased)
5. Consent letter of all the legal heirs for making payment to the claimant(s)
6. _____

I/We hereby declare that -

- The missing person has not made any will / any other deposition in regard to the property to which this claim is related.

OR

The missing person had made a last will on _____ bequeathing the said property to the claimant / has appointed the claimant as executor.

- Nobody has applied for legal representation such as probate, letter of administration, succession certificate etc. in regard to the assets left by the missing person.
- To the best of my/our knowledge and information the asset/s left by the missing person is / are not liable for estate duty and I / we have obtained / undertake to obtain requisite certificate from the concerned authorities. I/We further assure the Bank and declare that in case and estate duty is levied on the assets left by the missing person, I/we shall be solely responsible for payment of the same.
- (In case when the missing person is a Male Hindu)
Mother of the missing person is alive and her name is mentioned as one of the legal heirs in the application as well as in the affidavit.

OR

Mother of the missing person is pre-deceased. Copy of her death certificate is attached.

In case the Bank agrees to pay the dues / deliver the securities, articles, etc. as aforesaid to me/us without insisting on representation from a competent court, we, all the legal heirs as above agree to execute an indemnity bond signed by us and sureties to be approved by the bank.

I/We offer the following sureties for settlement of the claim in my/our favour;

Sr. No.	Name	Address
1		
2		

The information of the sureties offered by me/us is attached (Annexure 6). They may be accepted as sureties.

In case the Bank agrees to pay the dues / deliver the securities, articles, etc. as aforesaid to me/us without insisting on representation from a competent court, we, all the legal heirs as above agree to execute an indemnity bond signed by us and sureties to be approved by the bank.

I/We request you to pay the balance amount lying to the credit of the above named missing person to _____ on my / our behalf.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

Yours faithfully,

Name of Claimant(s)	Signature(s)
1. _____	_____
2. _____	_____
3. _____	_____

Place: _____

Date: _____

**Draft of consent letter (for Deceased claim for Missing Depositor)
(To be attested by Gazetted Officer or Executive Magistrate or Notary)**

I/We,

- (1) Shri/Smt. _____, Age about ____ years, residing at

- (2) Shri/Smt. _____, Age about ____ years, residing at

do hereby state that –

- a) Shri/Smt. _____ is missing since _____ and not heard of for more than ____ years by those who would naturally have heard of him/her if he/she had been alive. I/We have filed FIR with the Police bearing No. _____ on _____. I/We have made all efforts to trace the said person however unfortunately he/she could not be found. The Police have also closed the case as not traceable and have issued report to that effect. We enclose the copy of FIR and the report of the Police. I/We therefore claim that he/she is not alive.
- b) He/She has left behind him/her the following heirs according to the law by which he/she was governed;

Sr. No.	Name	Age (Yrs.)	Relation with the deceased

- c) We declare that the above-mentioned persons are the only legal heirs entitled to inherit his/her estate. He/She has not made any will as per our knowledge and after search of his/her records, we do not find any will left behind by him/her.
- d) Shri/Smt. _____, one of the heirs / legatees of the missing person has claimed the moneys and securities standing in the accounts of Shri/Smt. _____ with Bank of Maharashtra, _____ Branch and I / We the above named heirs hereby accord our consent to the payment of the said moneys / securities to Shri / Smt.

Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Place: _____

Date: _____

**Affidavit from claimant(s) (for Deceased claim for Missing Depositor)
(To be stamped as per Stamp Act and to be executed before Executive Magistrate or Notary)**

I/We,

(1) Shri/Smt. _____, Age about ____ years, residing at

(2) Shri/Smt. _____, Age about ____ years, residing at

do hereby solemnly affirm and state that –

1. Shri/Smt. _____ is missing since _____ and not heard of for more than ____ years by those who would naturally have heard of him/her if he/she had been alive. I/We have filed FIR with the Police bearing No. _____ on _____. I/We have made all efforts to trace the said person however unfortunately he/she could not be found. The Police have also closed the case as not traceable and have issued report to that effect. We enclose the copy of FIR and the report of the Police. I/We therefore claim that he/she is not alive.
2. He / She has left behind him/her the following heirs including me /us according to the law of succession by which he/she was governed;

Sr. No.	Name	Age (Yrs.)	Relation with the deceased

3. Being the father / mother of the minor heir, Master/Ms _____, I _____ .am his/her natural guardian (applicable in case of minor Hindu heirs)
4. There are no other heirs than those mentioned above.
5. The missing person has left / has not left any other property other than the one claimed from Bank of Maharashtra.
6. He/She has is missing and presumed to be dead intestate and as per our knowledge and after search of his records, we do not find any will left behind by him. So we declare that we are the only legal heirs entitled to inherit his estate.
7. Nobody has claimed any legal representation from any court regarding the estate of the missing person nor has applied for or is required to apply for the same.

8. The missing person was holding the following deposit accounts with Bank of Maharashtra;

Sr. No.	Branch	Type of Account	Account / Receipt No.	Date of Deposit (For term deposits)	Due Date (Form term deposits)	Present Balance
Total						

The missing person was holding Safe Deposit Locker(s) / Safe Custody articles with Bank of Maharashtra as below;

Safe Deposit Locker No. _____ Branch _____
 Mode of holding _____
 Estimated value of Contents Rs. _____

As the heirs / sole heir, I am / we are claiming the balance amount in the said accounts (together with interest thereon) / articles in SDV Locker / Safe Custody in the name of the missing person and all other heirs mentioned above have no objection for the same.

This affidavit is made at _____ the ____ day of _____ 20__

Identification

Signature

The contents of this affidavit are explained to the Affiant in the language known to him/her by me.

*Note: Strike out whatever is not applicable.

**Indemnity format (for Deceased claim for Missing Depositor)
(To be duly stamped as per the Stamp Act applicable to the State)**

**LETTER OF INDEMNITY WITH RESPECT TO PAYMENT OF BALANCE IN THE MISSING
CONSTITUENT'S ACCOUNT WITHOUT PRODUCTION OF LEGAL REPRESENTATION**

To
The Branch Manager,
Bank of Maharashtra,
_____ Branch

I / We have requested the bank to make the payment of the amount standing in the credit of the accounts belonging to the missing person Shri / Smt _____ together with interest thereon as applicable, to Shri / Smt. _____ being one of the legal heirs for and on behalf of all the legal heirs.

AND / OR

I/We have requested the bank to hand over the contents of the Safe Deposit Locker(s) / items held in Safe Custody with the bank, to shri / Smt. _____ being one of the legal heirs for and on behalf of all the legal heirs.

IN CONSIDERATION of your paying or agreeing to pay the sum of Rupees _____ standing at the credit of Savings Bank / Current / Term Deposit / R.D. Account / _____ A/C etc. AND delivering or agreeing to deliver by you the contents of the Safe Deposit Locker(s) / items held in Safe Custody with the bank in the name of Shri / Smt. _____ since missing, not traceable and presumed to be dead, to Shri / Smt. _____ being one of the legal heirs for and on behalf of all the legal heirs without production of Letter of Administration or Succession Certificate or Probate to his/her estate or Certificate from the Controller of Estate Duty to the effect that estate duty has been paid or will be paid or none is due,

I / We,

[Insert here the Name(s) of all Legal heirs]
1) _____
2) _____
3) _____
4) _____

do hereby for myself/ourselves and my/our respective heirs, legal representatives executors and administrators, jointly and severally AGREE, AFFIRM AND UNDERTAKE that the bank, its successors and assigns and its managers, agents, officers and servants and their respective estates and effects are and shall from time to time and at all times hereafter be kept safe and saved harmless and INDEMNIFIED For and in respect of such payment and against all actions, proceedings, losses, damages, cost, charges, expenses, claims and demands whatsoever which may be raised against or incurred by you by reasons or in consequence of the said payment and/or delivery of the contents of items of Safe Deposit Locker(s) and/or held in Safe Custody.

SIGNED AND DELIVERED

By the above named on this ____ day of _____ Two thousand _____

SIGNED AND DELIVERED by
the above named

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

(All legal heirs of the missing person including claimant/s)

* IN CONSIDERATION of aforesaid, I / We,

[Insert here the Name(s) of all the sureties]
1) _____
2) _____

do hereby jointly and severally guarantee and undertake to pay to you and your successors and assigns, all the claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of the said payment and/or delivery of the contents of items of Safe Deposit Locker(s) and/or held in Safe Custody as aforesaid to the aforesaid executants/payee/indemnifiers under the aforesaid indemnity.

We agree and confirm that the bank shall have the right to claim the amount from us as sureties before all without claiming the amount from the aforesaid executants/payee/indemnifiers and that the liability of each one of us as the sureties shall be that of principal debtors to the bank.

SIGNED AND DELIVERED

By the above named on this ____ day of _____ Two thousand

SIGNED AND DELIVERED by
the above named

1. _____

2. _____

(Sureties)

(* Strike out if no sureties are to be taken)

RECEIPT (for Deceased claim for Missing Depositor)

Received with thanks from Bank of Maharashtra _____ branch, a sum of Rs. _____ (Rupees _____ only) by Banker's Cheque No. _____ dated _____ in favour of _____ in full and final settlement of my/our claim as successor on the balance in _____ Account(s) No(s). _____ standing in the name of the missing person Shri/Smt/Kum. _____. I/We do not have any other claim from the Bank henceforth.

Place: - _____



Date: _____

(Signature of all the legal heirs over a revenue stamp)

DECLARATION in case funds are settled in favour of a Minor

I, _____, father/mother and natural guardian of _____ hereby certify that the proceeds of your Banker's Cheque No. _____ dated _____ favoring _____ issued by you in settlement of the balance in account No/s. _____ of the missing person, _____ will be utilized for the benefit of the minor only.

Place: _____

Date: _____

(Signature of the guardian)

Form of Inventory of Contents of Safe Deposit Locker

**(Section 45ZE (4) of the Banking Regulation Act, 1949)
(To be used where there is nomination or survivorship clause)**

The following inventory of contents of Safe Deposit Locker No. _____ located in the Safe Deposit Vault of _____ Branch of Bank of Maharashtra.

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

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

(ii) _____

(iii) _____ Jointly

was taken on this _____ day of _____ 20____.

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

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

- 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:

Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

Or

Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

And

Shri/Smt. _____

Address _____ (Signature)

Shri/Smt. _____

Address _____ (Signature)

Survivors of joint hirers

* 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: _____

Witness(es) with name, address and signature:

Shri/Smt. _____
Address _____ (Signature)

Shri/Smt. _____
Address _____ (Signature)

(* Delete whichever is not applicable)

NOTE:

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

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

The following inventory of contents of Safe Deposit Locker No. _____ located in the Safe Deposit Vault of _____ Branch of Bank of Maharashtra.

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

OR

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

(ii) _____

(iii) _____ Jointly

was taken on this _____ day of _____ 20____.

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

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

- 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:

(All the heirs / duly constituted attorneys / Survivors of joint hirers)

Shri/Smt. _____

Address _____

(Signature)

Shri/Smt. _____

Address _____

(Signature)

Shri/Smt. _____

Address _____

(Signature)

Shri/Smt. _____
Address _____ (Signature)

And (Valuer)

Shri/Smt. _____
Address _____ (Signature)

And (Safe Deposit Vault Custodian)

Shri/Smt. _____
Address _____ (Signature)

And (Officer of the Branch Other than Vault Custodian)

Shri/Smt. _____
Address _____ (Signature)

And two Witness: (should not be employee / ex-employee of Bank)

Shri/Smt. _____
Address _____ (Signature)

Shri/Smt. _____
Address _____ (Signature)

ACKNOWLEDGEMENT

* I, Shri/Smt. _____ legal heir / mandate holder

* We, Shri Smt. _____

_____ Legal heirs and

Shri/Smt. _____

_____ surviving heirs

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. _____
(Legal Heir / Mandate Holder)

Shri/Smt. _____ Signature

_____ Shri/Smt. _____ Signature

_____ Shri/Smt. _____ Signature

_____ Date: _____

Place: _____

(* Delete whichever is not applicable)

Form of Inventory of Articles left in Safe Custody

(Section 45ZC (3) of the Banking Regulation Act, 1949)
(To be used where there is nomination or survivorship clause)

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

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

The above inventory was taken in the presence of :

1. Shri/Smt. _____ (Nominee)

Shri/Smt. _____

(Appointed on behalf of minor Nominee)

Address _____ Address

Signature _____

Signature _____

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

Shri/Smt. _____ (Nominee)

Signature _____

Date & Place _____

Shri/Smt. _____ (Appointed on behalf of minor Nominee)

Signature _____

Date & Place _____

NOTE:

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

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

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

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

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

- 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:

Shri/Smt. _____

Address _____

(Signature)

Shri/Smt. _____

Address _____

(Signature)

And

Shri/Smt. _____

Address _____

(Signature)

Shri/Smt. _____

Address _____

(Signature)

Survivors of joint hirers

Witness(es) with name, address and signature:

Shri/Smt. _____

Address _____

(Signature)

Shri/Smt. _____

Address _____

(Signature)

ACKNOWLEDGEMENT

* I, Shri/Smt. _____ legal heir / mandate holder

* We, Shri Smt. _____

_____ Legal heirs and
Shri/Smt. _____

_____ surviving heirs

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. _____
(Legal Heir / Mandate Holder)

Shri/Smt. _____ Signature

_____ Shri/Smt. _____ Signature

_____ Shri/Smt. _____ Signature

_____ Date: _____

Place: _____

(* Delete whichever is not applicable)

Certificate regarding means and worth of the sureties

BANK OF MAHARASHTRA

BRANCH / ZONE _____

The Zonal Manager,
_____ Zone

OR

The Assistant General Manager,
Bank of Maharashtra, Planning, HO, Pune

Dear Sir / Madam,

RE: Deceased Claim: Branch _____

Deceased: _____

Claim Amount: Rs. _____ lac

The details of the sureties proposed for settlement of the above claim are as below;

Sr. No.	Name	Address	*Occupation / Business	Annual income (Lacs)	Net Worth (Lacs)

* Actual activity be reported instead of mentioning any broad term as businessman / trader / salaried person etc.

- We certify that the net worth of the sureties as mentioned above is properly ascertained and confirmed by us.
- Their aggregate worth is commensurate with the claim amount and in our opinion, any probable loss to the bank arising out of any counter claim in future is recoverable from sureties within reasonable period. Hence they are acceptable to us as sureties.
- We recommend settlement of the claim in favour of the claimant on the basis of indemnity bond and above sureties, without insisting for production of legal representation.

Date: _____

Branch Manager / Zonal Manager,

Place: _____

_____ Branch / Zone

(In case of claim falling within the sanctioning powers of the Head Office, the recommendation as above should be signed by the Zonal Manager or Deputy Zonal Manager)

Provisions of Law regarding Legal heirs

1. Hindu

- If the deceased is a male Hindu, dying intestate, it must be ascertained whether there are one or more Class-I legal heirs.
- The following are called Class-I legal heirs:
 - Mother
 - Widow
 - Son
 - Daughter
 - Son of a predeceased son
 - Daughter of a predeceased son
 - Son/daughter of a predeceased daughter
 - Son / daughter / widow of a predeceased son of a predeceased son
 - Widow of a predeceased son
 - Son/ daughter of predeceased daughter of predeceased daughter
 - Daughter of predeceased son of a predeceased daughter
 - Daughter of predeceased daughter of predeceased son

All Class-I legal heirs take simultaneously to the exclusion of any other legal heir and no one takes precedence over the other.

- **The Class-II legal heirs** are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the second entry and so on in succession. But there is no preference among these falling in the same entry and they take their share simultaneously

Entry-I: Father

Entry-II: (a) Son's daughter's son
 (b) Son's daughter's daughter
 (e) Brother
 (f) Sister.

Entry-III: (a) Son/ daughter of daughter's son
 (b) Son/ daughter of daughter's daughter
 (c) Daughter's Daughter's son
 (d) Daughter's Daughter's daughter

Entry-IV: (a) Son/daughter of brother or sister

- In case, the deceased is a married female Hindu, who died intestate, the following are her legal heirs;
 - a) Sons & daughters (including the children of any predeceased son) & the husband
 - b) Heirs of husband
 - c) Mother & Father
 - d) Heirs of father
 - e) Heirs of Mother
- If a female Hindu who dies intestate does not have son/daughter, the property inherited from her parents goes to heirs of father whereas if the same is inherited from husband or parents-in-law, heirs of husband will inherit the property.

2. Christian

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

3. Mohammedan

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

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

Sharers Heirs by consanguinity

- a) Ascendants: Father, True grandfather, Mother, True grandmother
- b) Descendants: Daughter, Son's daughter,
- c) Collateral : Full/consanguine sister, uterine brother/sister

Heirs by affinity - husband, wife

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

4. **Residuary category:**

After fixed share is allotted to the sharers the residue left is devolving upon the residuary: Children male or female of deceased, of son of deceased, of father of deceased, male descendants of true grandfather

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

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

According to **Shia law** the heirs are

Heirs by consanguinity	I	(i) Parents (ii) Children & descendants
	II	(i) Grandparents (true/false) (ii) Brother or sister and descendants
	III	Paternal or maternal uncle of him or his parents and grandparents
Heirs-by Marriage		Husband, wife

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

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

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

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

List of legal heirs under various personal laws

1. Hindus

- a) Primary heirs of a Hindu male are:
 - i. Son(s)
 - ii. Daughter(s)
 - iii. Wife
 - iv. Mother
 - v. Children of Predeceased children
 - vi. Widow of predeceased son
 - vii. Children of predeceased grandchildren

- b) Primary heir(s) of a Hindu female are:
 - i. Son(s)
 - ii. Daughter(s)
 - iii. Husband
 - iv. Children of predeceased children

2. Muslims

- a) Primary heirs of a Sunni Muslim are:
 - i. Son(s)
 - ii. Daughter(s)
 - iii. Father
 - iv. Mother
 - v. Spouse (Husband/Wife)

- b) Primary heirs of a Shia Muslim are:
 - i. Spouse (Husband/Wife)
 - ii. Mother
 - iii. Father
 - iv. Son(s)
 - v. Daughter(s)

3. Christians

- a) Primary heirs of a Christian are:
 - i. Spouse (Husband/Wife)
 - ii. Son(s)
 - iii. Daughter(s)

4. Parsis

- a) Primary heirs of a Parsi male are:
- i. Wife (Widow)
 - ii. Son(s)
 - iii. Daughter(s)
 - iv. Mother
 - v. Father
 - vi. Children of predeceased children
- b) Primary heirs of a Parsi female are:
- i. Husband
 - ii. Son(s)
 - iii. Daughter(s)
 - iv. Children of predeceased children

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