



**THE JALGAON PEOPLES CO-OP. BANK LTD.**

(Multi-State Scheduled Bank)

since 1933

**Policy and Operational Procedure for Settlement of Claims in Respect of deposit accounts / Contents of lockers of Deceased and missing person [2023-24]**

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## **Part 1 Scopes / Preamble / Objectives :**

The Deceased Claims Policy document describes the process that will be followed by the bank for payment of the balance (to the clear credit of deceased account holder/missing person) to the claimant /legal heirs/nominee/survivor) {shortly referred as 'Claimant(s)'} or releasing of contents in the locker or treatment of pipeline flows (i.e. flows after the death of account holder and before the account is normalized) upon receipt of information of death of an account holder or that account holder is missing, in line with RBI Circular ref.DBR No.Leg.BC.21/09.07.006/2015-16 dated July 1,2015 as amended from time to time.

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

### **2.1 Nomination facility**

- Nomination facility - an ideal tool to mitigate hardship of common persons in settlement of claims in the event of death of the account holder.
- Nomination facility simplified 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 of a deposit account enables the bank to make payment of the amount standing to the credit of the deceased depositor to his/her nominee.
- Nomination is optional for bank customers. It is therefore necessary that nomination facility is popularized and customer are made aware of its advantages while opening a deposit account or opting for the lockers.
- In case of a joint deposit account, the nominee's right arises only after the death of all the depositors.
- Branches should inform account holder about the availability of nomination as a voluntary facility and recommend him/her for 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 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.
- Payment by the bank in accordance with the provisions of the act shall constitute a full discharge to the bank of its liability in respect of the deposit.

### **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.
- It should be made clear to the Survivor/ Nominee that he would be receiving payment from the Bank as a trustee of legal heirs of Deceased Depositor.

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

#### **Availability of claim forms :**

All branches of the Bank will provide claim forms to the person approaching the branch in this respect. The claim forms are also made available on banks website as annexure to Deceased claim Policy, which will enable to claimants of the deceased depositor to access and download the same for filing the claim with the Bank.

The Branches should consider all Accounts of customer in the Bank while settling claim.

#### **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 by obtaining any of proof of Identity & Address.

1. Aadhar Card
2. PAN Card
3. Passport
4. Election ID Card
5. Proof of death of depositor & against claim settlement receipt.

In nomination case balance amount along with SB interest rate till date of settlement will be paid. Nominee will get amount as Trustee of legal heirs.

###### **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 Indemnity Bond & Claim Settlement receipt.

##### **3.1.2 Term Deposit Account**

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

The balance outstanding will be paid to the nominee on verification of his/her identity by obtaining any of proof of Identity & Address.

1. Aadhar Card
2. PAN Card
3. Passport
4. Election ID Card
5. Proof of death of depositor on maturity of deposit & against claim settlement receipt.  
Nominee will get amount as Trustee of legal heirs.

###### **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 by obtaining any of proof of Identity & Address.

1. Aadhar Card
2. PAN Card
3. Passport
4. Election ID Card
5. 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. In case of prematurity of Term Deposit. Penal Charges will not be applied.

### **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 of deceased account holder against their joint claim on verification of the authority of the legal heirs and proof of the death of the depositor and against receipt of claim amount.

**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 -

1. Aadhar Card
2. PAN
3. Passport
4. Election ID card
5. Proof of death of depositor & against receipt of claim amount.

##### **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) of deceased account holder (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. No penal charges.

#### 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. No penal charges.

**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 ail) of the depositors, the survivor(s) will have the right to seek premature termination of term deposit account as per the terms of contract that means if there is joint mandate from the Joint Depositor to that effect and submission of proof of death of the depositor. If not, concurrence of legal heirs of deceased depositor need to be obtained.

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. Amount will be given to him as Trustee of legal heirs of depositor.

#### **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. If there is joint mandate of all depositor.

Otherwise concurrence of legal heirs of deceased depositor should be obtained.

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 inventory of the articles in the locker should be prepared by nominee(s) in presence of Branch Manager / Officer and two independent witnesses. Form for taking inventory is enclosed as Annexure 18.

##### **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, an inventory of the articles be prepared by legal heir(s) / mandate holder in presence of Branch Manager / Officer and two independent witnesses. Form for taking inventory is enclosed as Annexure 19.

#### **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 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, an inventory of the articles would be prepared in their presence of Branch Manager / Officer along with two independent witnesses. Form for taking inventory is enclosed as Annexure 19.

**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 19.

**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 :**

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.

**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, an inventory of the articles by surviving hirers / legal heirs would be prepared in presence of Branch Manager / Officer and two independent witnesses. Form for taking inventory is enclosed as Annexure 18.

**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 from the court. Obtaining legal representation from the court involves cost as well as time. Calling for wrong type of legal representation puts 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. 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:

1. **HUF continued with new Karta** - the type of documents required are as follows :

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.

2. **HUF cease to exist** - the type of documents required are as follows :

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.**

## **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. 20,000/- 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. 20,000/- 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 12 / 13)
2. Consent letter of Legal heirs for payment to claimant (Annexure 14)
3. Affidavit from claimant(s) (Annexure 15)
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. Indemnity (Annexure 16).
9. Receipt (Annexure 17).

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.20,000/-, 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 above Rs. 25.00 lakhs**

Claim above Rs.25.00 lakh (in cases where nomination or survivorship mandate is not available) shall be settled only against legal representation such as Letter of Administration, Probate and 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.

Succession certificate or Letter of Representation from a Court of competent jurisdiction should be insisted upon only in case when succession is not clear or in case of disputes where all the legal heirs do not join in signing the required documents, 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 depositors.

## **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 30 days 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;

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

For claims above Rs.20,000/- 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.

## **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)**

#### **(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.

- (v) 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.

### 5.7. Policy to be displayed on Web Site.

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

## **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 1/3<sup>rd</sup> of the net assets. Hence at least 2/3<sup>rd</sup> 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.**

For speedy disposal of decessae claims following powers have been delegated.

<b>Sr. No.</b>	<b>Details</b>	<b>Approving Authority</b>
1	All claims with Nomination (including Locker)	Branch Manager
2	All claims with either / Survivor clause (including Locker)	Branch Manager
3	All claims without Nomination upto Rs.20,000/-	Branch Manager
4	All claims without Nomination above Rs.20,000/-	Head Office
5	Claims of Locker without Nomination.	Head Office
6	Claims of Missing Depositor More than Rs.20,000/-	Head Office

Branches are advised to submit details of claim sanctioned and settled in the Death Claim Register format each month to the Board.

Reasons for delay in settlement if any need to be specified.

## **Annexure 1**

### **Some 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.

**Annexure 2**

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**

<b>Locker in the Name of</b>	<b>Operational Instructions</b>	<b>Nominee</b>	<b>Situation</b>	<b>What is to be done by branch</b>
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**

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

**Annexure 3****Settlement of Claims In respect of Deceased Depositors and missing persons Check-list of Documents**

<b>Claims</b>		<b>Document obtained by Branch? Yes/No</b>
1	<b>Accounts with Nomination clause :</b>	
	(i) Application for Deceased Claim from Nominee/ Guardian of nominee (Annexure - 4) For missing depositor (Annexure - 12)	
	(ii) Copy of Death Certificate (Verified with original)	
	(iii) Identify proof	
	(iv) Branch Manager's Certificate (Annexure - 6)	
	(v) Receipt (Annexure 10A) For missing depositor (Annexure 17)	
	(vi) Passbook/ATM card/Unused Cheque Leaves / FDR/CDR Receipt (in Original)	
2	<b>Joint Accounts with survivorship clause :</b>	
	(i) Application for Deceased Claim from Survivor(s) (Annexure - 4) For missing depositor (Annexure 12)	
	(ii) Copy of Death Certificate (Verified with original)	
	(iii) Receipt (Annexure 10A) For missing depositor (Annexure 17)	
	(iv) Branch Manager's Certificate (Annexure - 6)	
	(v) 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:	
	(i) Application for Deceased Claim (Annexure-5)	
	(ii) Copy of Death Certificate (Verified with original)	
	(iii) Affidavit of Claimant (Annexure 7)	
	(v) Consent of legal heirs (Annexure 8)	
	(vi) Identity proof of the claimant(s) & legal heir(s)	
	(vii) Branch Manager's Certificate (Annexure - 6)	
	(viii) Letter of Indemnity signed by claimant(s) & all legal heirs ((Annexure - 9).	
	(ix) Receipt (Annexure 10 B)	
	(x) Passbook/ATM card / Unused Cheque Leaves / FDR / CDR Receipt (in Original)	
4	Accounts of missing person/s without nomination or survivorship clause :	
	(i) Application (Annexure - 13)	
	(ii) FIR filed with the Police	
	(iii) Non-traceable report issued by police authorities	
	(iv) Branch Manager's Certificate (Annexure - 6)	
	(v) Consent of legal heirs for payment to claimant (Annexure 14)	
	(vi) Affidavit of claimant(s) (Annexure 15)	
	(vii) Letter of Indemnity signed by claimant(s) & all legal heirs (Annexure -16)	
	(vii) Receipt (Annexure 17)	
(viii) Passbook / ATM card / Unused Cheque Leaves / FDR / CDR Receipt (in Original)		

5	Accounts (other than those belonging to missing person/s) without nomination or survivorship clause:	
(i)	Application for Deceased Claim (Annexure 5)	
(ii)	Legal heirship certificate (issue by a competent Authority)	
(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 7)	
(vi)	Consent letter of all the legal heirs for making the payment to the claimant(s) (Annexure 8)	
(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 B)	
(ix)	Passbook / ATM Card / Unused Cheque Leaves / FDR / CDR Receipt (in Original) (Annexure 6)	
(x)	Certificate from Branch Manager; All documents are verified from the original and no nomination is available to deposit as per record	

**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.

**Annexure 4****Application for Deceased claim**

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

Date :

From

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To

The Branch Manager,  
The Jalgaon Peoples Co-op. Bank Ltd.  
\_\_\_\_\_ Branch

Dear Sir / Madam,

Re : Deceased Account

Late Shri / Smt. \_\_\_\_\_  
Claim for payment of amount/s and delivery of contents of lockers 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) / of the deceased :

Safe Deposit Locker No. \_\_\_\_\_

Mode of holding \_\_\_\_\_

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)
- (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), and is a minor as on the date of this claim. I am guardian for minor will receive the amount for benefit of minor.

Please settle the balance in the account(s) with interest accrued / deliver the contents of the Safe Deposit Locker(s), 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).

**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 : \_\_\_\_\_

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

Yours faithfully,

(Claimant(s))

**Annexure 5****Application for Deceased claim**

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

From,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To

The Branch Manager,  
The Jalgaon Peoples Co-op. Bank Ltd.,  
\_\_\_\_\_ Branch

Dear Sir / Madam,

Re : Deceased Account.

Late Shri / Smt. \_\_\_\_\_  
Claim for payment of amount/s and delivery of contents of lockers by the above named deceased with the Bank.

I / We advise the demise of Shri/Smt. \_\_\_\_\_  
on \_\_\_\_\_. He / She hold 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) of the deceased :

Safe Deposit Locker No. \_\_\_\_\_

Mode of holding \_\_\_\_\_

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, 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 \_\_\_\_\_

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 Coparceners 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		

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 6 A****Branch Manager Certificate****Branch Name :-** \_\_\_\_\_

I certify that Mr./Mrs. \_\_\_\_\_ has died and left following accounts at the time of death showing balances as under ;

Nature of A/C(s)	A/C No.	Balance (In Rs.)

Mr./Mrs./Smt. \_\_\_\_\_ is nominee as per the account details & I have made proper enquiries and verified nominee details.

**Recommended / Sanction / Rejection :-**

Recommended / Sanctioned / Rejected to settle the full and final claim of Rs.

(In Fig.) \_\_\_\_\_ Rs.(In words \_\_\_\_\_)

for the above said deceased accounts in favour of Claimant Nominee.

Mr./Mrs./Miss/Smt. \_\_\_\_\_ will accept claims as trustee of legal heirs.

**Date:-****Place:-****Branch Manager's Name & Signature**

**Annexure 6 B**

**Branch Manager Certificate**

**Branch Name** :- \_\_\_\_\_

I certify that Mr./Mrs. \_\_\_\_\_ has died and left following accounts at the time of death showing balances as under;

Nature of A/C(s)	A/C No.	Balance (In Rs.)

I have made proper enquiries and verified the claimants details.

**Sanction / Rejection :**

Sanctioned to delete the name of deceased person and continue the account in the Claimant's name.

**Date:-**

**Place:-**

**Branch Manager's Name & Signature**

**Annexure 6 C**

**Branch Manager Certificate**

**Branch Name :-** \_\_\_\_\_

I certify that Mr./Mrs. \_\_\_\_\_ has died and left following accounts at the time of death showing balances as under;

Nature of A/C(s)	A/C No.	Balance (In Rs.)

I have made proper enquiries and verified the claimants details.

**Recommendation:-**

I Recommend to sanction to settle full and final claim of Rs.(In Fig) \_\_\_\_\_

(Rs. In words \_\_\_\_\_ for the above said deceased accounts in favour of Claimant Mr./Mrs./Miss \_\_\_\_\_.

**Date:-**

**Place:-**

**Branch Manager Name & Signature**

---

**Annexure 7****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. 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.

6. 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.

7. The deceased was holding the following accounts with The Jalgaon Peoples Co-op. Bank Ltd. ;

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 The Jalgaon Peoples Co-op. Bank. Ltd. 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.

**Annexure 8****Draft of consent letter**

(To be stamped as per 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 money and deposits / locker standing in the accounts of Shri / Smt. \_\_\_\_\_ with The Jalgaon Peoples Co-op. Bank Ltd., \_\_\_\_\_ Branch and I / We the above named heirs hereby accord our consent to the payment of the said money / deposits / locker to Shri / Smt. \_\_\_\_\_.

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

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

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

**Annexure 9**

**Indemnity format**

(To be duly stamped as per the Stamp Act applicable to the State attested by Notary)

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

To,  
The Branch Manager,  
The Jalgaon Peoples Co-op. Bank Ltd.  
\_\_\_\_\_ 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 | 1) _____ |
| Name(s) of all   | 2) _____ |
| Legal heirs]     | 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)

**Annexure 10 A**

**RECEIPT FROM NOMINEE**

Received with thanks from The Jalgaon Peoples Co-op Bank Ltd., \_\_\_\_\_  
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 nominee 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.

I hereby confirm that the payment has been received as trustee(s) of the legal heirs of the  
deceased. I know that nominee is merely a trustee on behalf of the legal heirs and acts in  
fiduciary capacity for the legal heirs as per the succession law.

**Place:**



**Date:**

**(Signature of Nominee/Claimant)**

**(On Revenue Stamp)**

**Name** \_\_\_\_\_

**DECLARATION (In case funds are settled in favour of a Minor)**

I, \_\_\_\_\_ father /mother /duly appointed guardian of  
\_\_\_\_\_ hereby certify that the proceeds of your Banker's Cheque  
No. \_\_\_\_\_ dated \_\_\_\_\_ favoring \_\_\_\_\_ issued by The Jalgaon Peoples  
Co-op Bank Ltd. in settlement of the balance in account number \_\_\_\_\_ of Late  
\_\_\_\_\_ will be utilized for the benefit of the minor only.

**Date :**

**Place :**

**Signature of Guardian**

**Annexure 10 B**

**RECEIPT FROM CLAIMANT**

Received with thanks from The Jalgaon Peoples Co-op Bank Ltd., \_\_\_\_\_

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 legal heirs representative 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 Claimant)**

**(On Revenue Stamp)**

**DECLARATION (In case funds are settled in favour of a Minor)**

I, \_\_\_\_\_ father / mother / duly appointed guardian

of \_\_\_\_\_ hereby certify that the proceeds of your Banker's

Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ favoring \_\_\_\_\_ issued by The Jalgaon

Peoples Co-op Bank Ltd. in settlement of the balance in account number

\_\_\_\_\_ of Late \_\_\_\_\_ will

be utilized for the benefit of the minor only.

**Date :**

**Signature of Guardian**

**Place :**

**Annexure 10 C**

**RECEIPT FROM NOMINEE / CLAIMANT**

Received with thanks from The Jalgaon Peoples Co-op Bank Ltd., \_\_\_\_\_ branch,  
all articles / belongings (contents) in the locker as per inventory list and Locker Fixed  
Deposit amount in full and final settlement of my claim as nominee / claimant for the locker  
Account No. \_\_\_\_\_ and Locker Fixed Deposit No. \_\_\_\_\_  
standing in the name of the deceased Shri/Smt/Kum. \_\_\_\_\_  
\_\_\_\_\_. I do not have any other claim from the Bank henceforth.

I hereby confirm that the payment inventory has been received as trustee(s) of the legal  
heirs of the deceased. I know that nominee is merely a trustee on behalf of the legal heirs  
and acts in fiduciary capacity for the legal heirs as per the succession law.

Place :

Date :

**(Signature of Nominee/Claimant)**  
(On Revenue Stamp)

---

**DECLARATION (In case funds are settled in favour of a Minor)**

I, \_\_\_\_\_ father/mother/duly appointed guardian  
of \_\_\_\_\_ hereby certify that The Jalgaon Peoples  
Co-Op Bank Ltd. Issued the all articles / belongings (contents) in the locker in settlement  
of the claim in account number \_\_\_\_\_ of Late \_\_\_\_\_  
will be utilized for the benefit of the minor only.

**Signature of Guardian**

**Date:**

**Place:**

**Annexure 11**

**Affidavit cum Indemnity Letter  
[For HUF Account]**

In respect of payment of balance in deposit accounts / contents of Safe Deposit Locker / Safe Custody Articles of deceased person ;

(To be stamped with the duty payable for Indemnity bond & to be attested by Notary)

We the surviving members of ----- HUF

- 1. ----- S/o----- aged ----- Address
- 2. ----- S/o----- aged ----- Address
- 3. ----- S/o----- aged ----- Address
- 4. ----- S/o----- aged ----- Address

AND

- 1. ----- S/o----- aged ----- Address
- 2. ----- S/o----- aged ----- Address

(Legal heirs of deceased Mr.----- who was working as Karta of ----- HUF.)

AND

- 1. ----- S/o----- aged ----- Address
- 2. ----- S/o----- aged ----- Address

(Guarantors confirming the acceptance of Shri ----- as new Karta of ----- HUF).

do hereby solemnly affirm and state as follows.

- 1. We are the surviving members of ----- HUF and legal heirs of Mr./ Ms./ Miss/ (Name of deceased Karta) and two guarantors.
- 2. We further state that all surviving members and legal heirs unanimously nominated / elected Mr. ----- as new Karta for the HUF who is entitled to claim the balance deposit amount /jewels / ornaments and other valuables the contents held in the locker / safe custody and amount lying in the saving account of the ----- HUF.
- 3. We further state that the deceased being Karta of ----- HUF was holding an account (hereinafter referred to as "the account") (specify the account details) ----- in ----- Branch of ----- bank (herein after referred to as "the Bank"). At the time of the death of the deceased the account was having a credit of Rs. \_\_\_\_\_ (balance amount in the account) which includes interest upto ----- (date of payment) amount to Rs. \_\_\_\_\_ (amount being now paid).
- 4. We affirm that, we are the surviving members of ----- HUF and legal heirs of the deceases who are entitled to receive the amount standing in the credit of the account belonging to the ----- HUF.

5. As we have nominated / elected ----- new Karta ----- HUF and requested the bank to make the payment of the amount standing in the credit of the ----- HUF account belonging to the HUF together with interest thereon as applicable to Shri / Smt. ----- being new nominated / elected Karta of -----HUF.

OR

We have requested the bank to hand-over contents of the Safe Deposit Locker / Items held in Safe Custody to Shri / Smt.----- being new nominated / elected Karta of ----- HUF.

6. We are aware that the Bank has agreed to settle claims of -----HUF relying on this affidavit and I / We agree to indemnify the Bank in respect of such payment of delivery of the contents of items in Safe Deposit Locker or held in safe custody against any claim made by any person for the amount attending to the credit of the account of \_\_\_\_\_ HUF.

7. We for ourselves and my / our respective heirs, executors and administrations 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, losses, cost, charges expenses and demands whatsoever in respect of the said payment or delivery of the contents of items in Safe Deposit Locker or held in Safe Custody.

All the averments made herein before are true and correct and I/We put my/our signature/mark on this \_\_\_\_\_ Day of \_\_\_\_\_ 202 \_\_\_\_ at \_\_\_\_\_.  
in the presence of \_\_\_\_\_.

**Signature(s) of surviving members of - HUF**

-----  
-----

**Signature(s) of Legal Heirs of deceased Karta.**

-----  
-----

**Signature(s) of Guarantors**

-----  
-----

**Signature(s) of Witness**

**Affidavit to be attested by Notary Public.**

**Annexure 12****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,  
The Jalgaon Peoples Co-op. Bank Ltd.,  
\_\_\_\_\_ 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 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 missing depositor :

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))**

**Annexure 13****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,  
The Jalgaon Peoples Co-op. Bank Ltd.,  
\_\_\_\_\_ 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 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 \_\_\_\_\_

## 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.

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 : \_\_\_\_\_

**Annexure 14**

**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 missing depositor

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 The Jalgaon Peoples Co-op. Bank Ltd., \_\_\_\_\_ 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. _____	_____

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

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

**Annexure 15**

**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 / was governed;

Sr. No.	Name	Age (Yrs.)	Relation with the missing depositor

- 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 The Jalgaon Peoples Co-op. Bank Ltd.
- 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 accounts with The Jalgaon Peoples Co-op. Bank Ltd. ;

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

The missing person was holding Safe Deposit Locker(s) / Safe Custody articles with The Jalgaon Peoples Co-op. Bank Ltd. 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.

**Annexure 16**

**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,  
The Jalgaon Peoples Co-op. Bank Ltd.  
\_\_\_\_\_ 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 1) \_\_\_\_\_  
Name(s) of all 2) \_\_\_\_\_  
Legal heirs] 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 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)

**Annexure 17**

**RECEIPT (for Deceased claim for Missing Depositor)**

Received with thanks from The Jalgaon Peoples Co-op. Bank Ltd. \_\_\_\_\_ 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)

**Annexure 18**

**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 The Jalgaon Peoples Co-op. Bank Ltd.

\* 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\_\_\_\_\_ .

S. 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.

**Annexure 19**

**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 The Jalgaon Peoples Co-op. Bank Ltd.

\* 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 \_\_\_\_\_ .

S. 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 heirs / a person mandated by the legal heirs

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

The above inventory was taken in the presence of : (All the heirs / duly constituted attorneys / survivors of joint hirers)

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

Or

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)

ACKNOWLEDGE

\* 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)

**Annexure 20****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<br>(b) Son's daughter's daughter<br>(c) Brother<br>(d) Sister   |
| Entry-III | : | (a) Son / daughter of daughter's son<br>(b) Son / daughter of daughter's daughter<br>(c) Daughter's Daughter's son<br>(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<br>(ii) Children & descendants                              |
|                        | II  | (i) Grandparents (true/false)<br>(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 succeed 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**

Hindus	<p>a) Primary heirs of a Hindu male are :</p> <ol style="list-style-type: none"> <li>i. Son(s)</li> <li>ii. Daughter(s)</li> <li>iii. Wife</li> <li>iv. Mother</li> <li>v. Children of Predeceased children</li> <li>vi. Window of predeceased son</li> <li>vii. Children of predeceased grandchildren</li> </ol> <p>b) Primary heir(s) of a Hindu female are :</p> <ol style="list-style-type: none"> <li>i. Son(s)</li> <li>ii. Daughter(s)</li> <li>iii. Husband</li> <li>iv. Children of predeceased children.</li> </ol> <p>c) In absence of Primary heirs, the Secondary heir(s) are :</p> <ol style="list-style-type: none"> <li>i. Father</li> <li>ii. (a) Brother and (b) Sister</li> <li>iii. (a) Brother's Children, (b) Sister's Children</li> <li>iv. Father's parents.</li> </ol>
Muslims	<p>a) Primary heirs of a Sunni Muslim are :</p> <ol style="list-style-type: none"> <li>i. Son(s)</li> <li>ii. Daughter(s)</li> <li>iii. Father</li> <li>iv. Mother</li> </ol>

	<p>v. Spouse (Husband / Wife)</p> <p>b) Primary heirs of a Shia Muslim are :</p> <p>i. Spouse (Husband / Wife)</p> <p>ii. Mother</p> <p>iii. Father</p> <p>iv. Son(s)</p> <p>v. Daughter(s)</p>
Christians	<p>a) Primary heirs of a Christian are :</p> <p>i. Spouse (Husband / Wife)</p> <p>ii. Son(s)</p> <p>iii. Daugher(s)</p>
Parsis	<p>a) Primary heirs of a Parsi male are :</p> <p>i. Wife (Window)</p> <p>ii. Son(s)</p> <p>iii. Daughter(s)</p> <p>iv. Mother</p> <p>v. Father</p> <p>vi. Children of predeceased children</p> <p>b) Primary heirs of a Parsi female are :</p> <p>i. Husband</p> <p>ii. Son(s)</p> <p>iii. Daughter(s)</p> <p>iv. Children of predeceased Children</p>

-----\*\*\*\*\*-----