



UTTARAKHAND GRAMIN BANK

Master Circular

on

Settlement of Claims of Deceased Depositors

&

Return of Articles in Safe Deposit Lockers/ Safe Custody

January 2024

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Part 1- Introduction

This master circular is based on Model of Operational Procedure (MoP) issued in April 2014 by IBA on the basis of RBI guidelines Circular No. DBOD.No.Leg.BC.95/09.07.005/2004-05 dated 9th June, 2005 for evolving simplified procedure for settlement of claims in respect of deceased depositors, Circular DBOD.No.Leg.BC.78/09.07.005/2006-07 dated April 17, 2007 for a simplified procedure for settlement of claims in respect of Safe Deposit Locker/ Safe Custody Articles Facility in the event of death of the depositors & Circular DBOD.No. Leg.BC.80/09.07.005/2007-08 dated May 2, 2008 for claims in respect of missing persons.

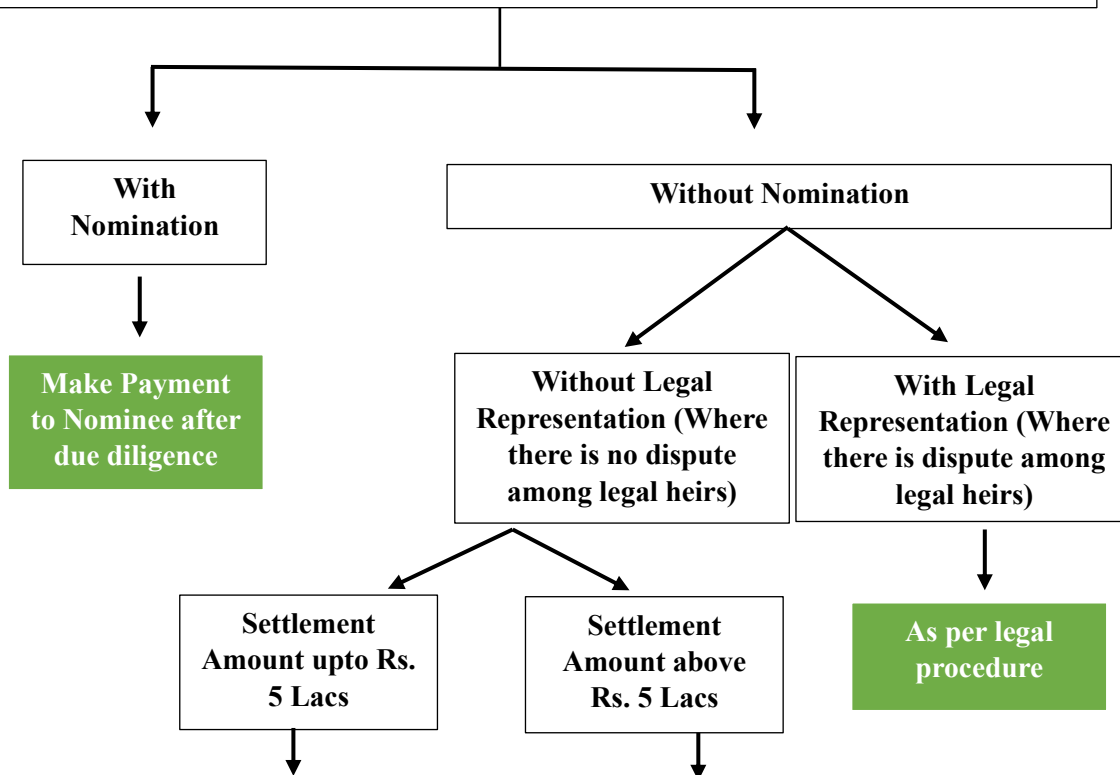
Bank does not insist on production of succession certificate from the legal heirs of the deceased constituents irrespective of amounts involved. However, banks have been advised by RBI to take such safeguards in settling claims, as they consider appropriate, including obtention of indemnity bond etc. RBI has further clarified, that banks may call for succession certificates from the legal heirs of deceased depositors,

- i) In cases where there are disputes and all legal heirs do not join in indemnifying the Bank,
- ii) In certain other exceptional cases where the Bank has a reasonable doubt about the genuineness of the claimant(s) being the only legal heir(s) of the depositor.

The Branch Manager / Recommending Authority should satisfy himself by making discrete enquires that there are no other claimants to the assets of the deceased and also that the constituent died intestate and there are no disputes among the claimants and all the claimants sign the Letter of Indemnity.

For ease of understanding of the instructions laid down in the circular, a flow chart of the process of claim settlement in respect of account(s) of deceased constituents is given below:

PROCESS FLOW OF CLAIM SETTLEMENT IN CASE OF ACCOUNTS OF DECEASED CONSTITUENTS



- i) Revised Claim Format signed by claimant(s) with declaration signed by:-
 - a) One independent person well known to the family of the deceased but unconnected with it and acceptable to the Bank OR
 - b) Any account holder of the Bank known to the family of the deceased but unconnected with it OR
 - c) Any Govt. Official whose signature is verifiable by the Bank.
- ii) Stamped Letter of Indemnity from claimant(s).
- iii) Letter of Disclaimer
- iv) Production of Sureties may not be insisted upon while obtaining Letter of Indemnity.

- i) Claim Form signed by claimants.
- ii) Stamped Letter of Indemnity from claimant(s) plus one Surety good for the amount or two Sureties jointly good for the amount.
- iii) Declaration in the Revised Claim Form regarding the legal heirs of the deceased has to be sworn as an Affidavit before the Judicial Magistrate or Notary Public as per (Annexure-B), from:-
 - a) One independent person well known to the family of the deceased but unconnected with it and acceptable to the Bank OR
 - b) Any account holder of the Bank known to the family of the deceased but unconnected with it OR
 - c) Any Govt. Official whose signature is verifiable by the Bank.
- iv) Any legal heir who has signed the Letter of Disclaimer in favour of other legal heir(s) may stand as Surety if he/she is independently good for the amount of claim.

Part 2 – Guidance to the customers on advantages of Nomination facility / survivorship mandate

2.1 Nomination facility

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

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

2.3 Customer Guidance and Publicity

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

Bank will give wide publicity and provide guidance to deposit account holders on the advantages of the nomination facility and the survivorship clause. It will be highlighted in the publicity material that in the event

of the death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder/s, unless there is a survivorship clause.

Part 3 – Settlement of claims in various types of accounts / facilities.

3.1. Single Account with or without nomination

3.1.1 Savings Account/Current Account

With Nomination :

The balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of depositor & against receipt, if applicable (in case of payment through Banker Check).

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 and original receipt, if applicable (in case of payment through Banker Check).

3.1.2. Term Deposit Account

With Nomination :

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

Without Nomination :

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

3.1.3. Premature termination of Term Deposit Account

With Nomination:

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

Without Nomination:

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

3.1.4. Safe Deposit Lockers

With Nomination:

The nominee will be allowed to access the locker and remove the contents on identification (such as Election ID Card, PAN Card, Passport etc.) and verification of proof of death of locker hirer. Before permitting the nominee to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of nominee(s) and two independent witnesses. Form for taking inventory is enclosed as Annexure – 2 (a).

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 bank would prepare an inventory of the articles in the presence of legal heir(s)/mandate holder and two independent witnesses. Form for taking inventory is enclosed as Annexure – E.

3.1.5. Safe Custody Article/s**With Nomination:**

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

Without Nomination

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

3.2. Joint Account with or without nomination and Without survivorship mandate (operated jointly)**3.2.1. Savings Account/Current Account****With Nomination:**

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

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

Without Nomination:

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

b) In the event of death of both/ all joint account holders, the balance outstanding will be paid 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. Term Deposit Account

With Nomination:

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

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

Without Nomination:

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

b) 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 Term Deposit Account

With Nomination:

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

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

Without Nomination

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

b) In the event of death of both / all the joint account holders, premature termination will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

3.2.4. Safe Deposit Lockers

With Nomination:

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

b) In the event of death of both / all joint locker hirers the nominee(s) will be allowed to access the locker and remove the contents on establishing his/her/their identity and verification of proof of the death of the hirers. Before permitting surviving hirer(s) and/or nominee(s) to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in their presence along with two independent witnesses. Form for taking inventory is enclosed as Annexure – 2 (a)

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 – E

3.2.5. Safe Custody Article/s

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

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 Savings Account / Current Account

With Nomination:

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

Without Nomination:

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

Without Nomination:

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

b) 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 Term Deposit Account

With Nomination:

a) In the event of death of one (or more but not all) of the depositors, the survivor(s) will have the right to seek premature termination of term deposit account as per the terms of contract on verification of proof of death of the depositor.

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

Without Nomination

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

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

3.3.4 Safe Deposit Lockers

With Nomination:

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

Without Nomination:

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

b) In the event of death of all the locker hirers, all the legal heirs of the deceased joint hirers (or any one of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on verification of the authority of legal heirs and proof of death of the locker hirers.

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

3.3.5 Safe Custody Article/s

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

3.4. HUF Accounts – Death of Karta

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

- a) Obtaining affidavit cum indemnity from surviving members and legal heirs with two guarantors confirming their acceptance to one of the members as a new Karta. Banks shall allow the new Karta to continue to operate the existing account on the basis of such documents, in HUF accounts having small balances (upto Rs. 50,000/).
- b) Similar procedure to be followed in cases where account is to be closed and balance in the account to be paid to the new Karta.

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

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

Part 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 as is done for any other deceased accounts.

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 banks may follow a simplified procedure for settlement of such claims up to a threshold limit to be fixed by individual having regard to the risk involved. Bank will settle the claims in respect of missing person after considering the legal opinion and taking into account the facts and circumstances of each case to avoid inconvenience and undue hardship to the common person.

4.3. Settlement of claims within threshold limits

Claims up to a threshold limit (upto Rs. 50,000) will be entertained without insisting for valid death Certificate. All such claims in respect of missing persons shall be settled on production of the following documents.

- (i) Application
- (ii) FIR for reporting missing of a person.
- (iii) Non-traceable report issued by police authorities.
- (iv) Letter of indemnity

The claims in respect of missing person above threshold limit will be settled as per the existing instructions i.e. after getting court order from the competent court.

Part 5 – Simplification of the process for settlement of claims in deceased depositors' accounts

5.1 Documentation

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

1. Proof of death of depositor(s) or hirer(s).

2. Proof of identification of nominee(s) wherever is applicable such as Election ID Card, PAN Card, Passport etc., or any other satisfactory proof of identification acceptable to the bank or proof of authority of legal heir(s) wherever is applicable.

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

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

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

5.1.4 In case where the deceased depositor had not made any nomination or for the accounts other than those styled as "either or survivor" (such as single or jointly operated accounts), member banks may adopt a simplified procedure 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.

In this context, Bank has, keeping in view its risk management systems, fixed a minimum threshold limit, for the balance in the account of the deceased depositors, up to which claims in respect of the deceased depositors would be settled without insisting on production of any documentation other than a letter of indemnity.

A. For claim up to threshold limit If the amount claimed (i.e. Total Balance+ Interest) is up to Rs 5.00 lakhs without legal representation

- a) Photocopy of the Death Certificate (Original shall be verified by the Bank)
- b) KYC documents of the legal heir(s).
- c) Account details of the Claimant(s), if available.
- d) Revised Claim Form duly filled and signed by the Claimant(s) other than those who have signed the Letter of Disclaimer (**Annexure 4**).

- e) The Declaration in the Revised Claim Form regarding the legal heirs of the deceased is to be signed by **(Annexure B)**
 - i) One Independent person well known to the family of the deceased but unconnected with it and acceptable to the Bank OR
 - ii) By any account holder (KYC complied) of the Bank known to the family of the deceased but unconnected with it OR
 - iii) By any Govt. Official whose signature is verifiable by the Bank.
- f) Stamped Letter of Indemnity from the Claimant(s) **Annexure C**.
- g) Letter of Disclaimer (if applicable) **Annexure A**

B. If the amount claimed (i.e. Total Balance+ Interest) exceeds Rs 5.00 lakhs without legal representation:

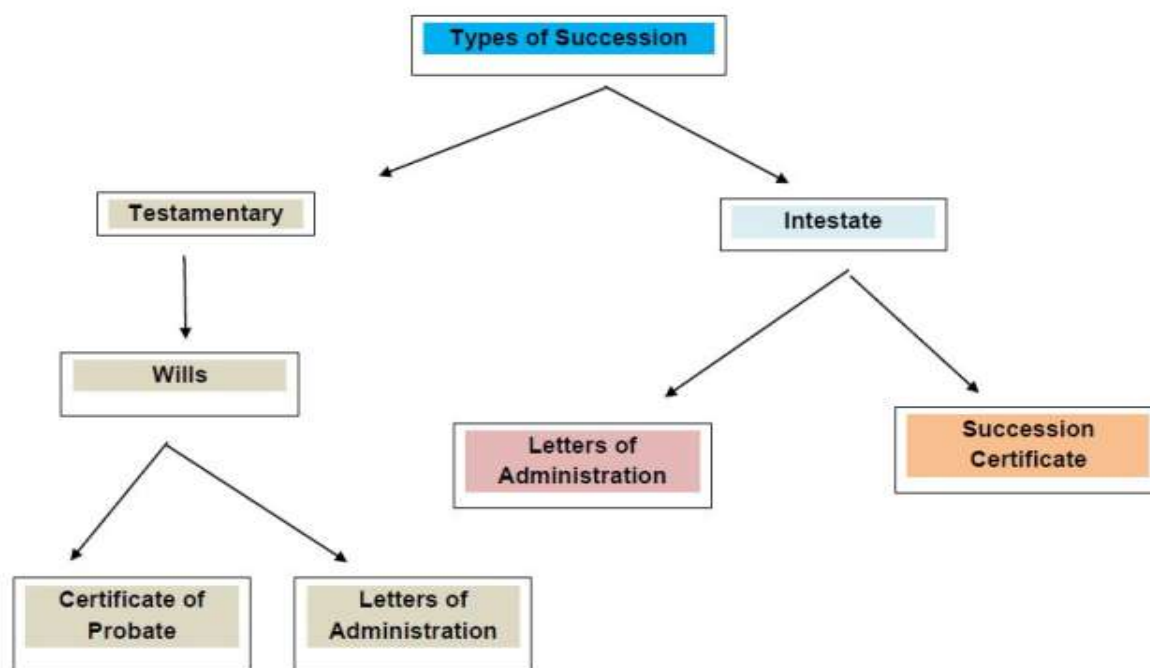
- a) Photocopy of the Death Certificate (Original shall be verified by the Bank)
- b) KYC documents of the legal heir(s).
- c) Account details of the Claimant(s), if available.
- d) Revised Claim Form duly filled and signed by the Claimant(s) other than those who have signed the Letter of Disclaimer **(Annexure 4)**.
- e) Declaration in the Claim Form regarding the legal heirs of the deceased has to be sworn as an Affidavit before the Judicial Magistrate or Notary Public as per the format **(Annexure-B)** as under :
 - i) By one Independent person well known to the family of the deceased but unconnected with it and acceptable to the Bank OR
 - ii) By any account holder (KYC complied) of the Bank known to the family of the deceased but unconnected with it OR
 - iii) By any Govt. Official whose signature is verifiable by the Bank.
- f) Stamped Letter of Indemnity from the Claimant(s) plus one Surety good for the amount OR two Sureties jointly good for the amount. Any legal heir(s) who has signed the Letter of Disclaimer in favour of other legal heir(s) may stand as surety if he/she is independently good for the amount of claim. **Annexure C**
- g) Details of Sureties (with proof) for compilation of the Opinion Report on Sureties **(as per Annexure-D)**
- h) Letter of Disclaimer (If Applicable) **Annexure A**

C. In case of legal representation (Any amount if dispute among Legal heir(es) is found):-

- i) Will probated by Indian Court- Same as in resident case.
- ii) Will probated by Foreign Court- properly authenticated copy of the will issued by Foreign Court is to be produced in the Courts of India who can then grant Letters of Administration.
- iii) Succession Certificate / Certificate of inheritance / Letter of Administration by Indian Court- No additional due diligence except for KYC/proper identification of beneficiaries.
- iv) Succession Certificate/ Certificate of inheritance / Letter of Administration by Foreign Court –

- a) If issued by a Superior Court of a Reciprocating Territory (as notified by Central Govt. in Official Gazette) Claimants to obtain a grant from competent District Court in India for executing the Certificate.
- b) In case, where such Certificate is not issued by a Superior Court of Reciprocating Territory, Claimant may be advised to file an application before appropriate District Court in India for issuing a separate Certificate (afresh) by producing the Certificate issued by the Foreign Court.
- v) If Succession Certificate does not mention the Bank account for which claim is being made- It will be treated as claim without legal representation and to be acted upon accordingly.

Settlement with Legal Representation



5.2 Time Norms for settlement of claims

Bank will settle the claims in respect of deceased depositors and release payments to survivor (s)/ nominee in case of accounts with survivor/ nominee within a period not exceeding 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 member bank's satisfaction. In the case of accounts without survivor/ nominee clause the claim should be settled within 1 month from the date on which the requisite documents have been submitted.

5.3 Competent authority for settlement of claims

Keeping in view the objective of settling the claims within a period not exceeding 15 days from the receipt of the claim and the risk management policy, Bank has specified monetary limits for different levels of officers for settlement of claims as per **circular no. 2022/Accts/10 CCN 2022/155 dated 12.12.2022 (which is ammended time to time).**

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

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

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

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

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

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

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

The bank will pay interest at applicable rate with reference to the period for which the deposit has remained with the bank without charging penalty.

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

If the amount of the deposit is claimed after the date of maturity, the Bank shall pay interest at the contracted rate till the date of maturity. From the date of maturity to the date of payment, the Bank shall pay rate applicable on the date of maturity as per the Bank's policy in this regard.

5.4.3 Splitting of Term Deposit

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

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, member banks 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, member banks could consider adopting either of the following two approaches:

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

OR

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

5.6 Provisions of Law regarding Legal heirs

5.6.1 Hindu –

- If the deceased is a male Hindu, dying in estate, it must be ascertained whether there are one or more Class-I legal heirs.
- The following are called Class-I legal heirs: mother, widow, son, daughter, son of a predeceased son, son/daughter of a predeceased daughter, son or daughter or widow of a predeceased son of a predeceased son, widow of a predeceased son, son / daughter of predeceased daughter of predeceased daughter, daughter of predeceased son of a predeceased daughter, daughter of predeceased daughter of predeceased son also. All Class-I legal heirs take simultaneously to the exclusion of any other legal heir and no one takes precedence over the other.
- The Class-II legal heirs are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the second entry and so on in succession. But there is no preference among these falling in the same entry and they take their share simultaneously

Entry-I - Father

Entry-II - (a) Son's daughter's son, (b) Son's daughter's daughter (c) Daughter's Daughter's son, (d) Daughter's daughter's daughter (e) brother and sister.

Entry-III- Son/ daughter of daughter's son and son /daughter of daughter's daughter. Entry -IV - Gives son/daughter of brother or sister as the heirs and many more.

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

5.6.2 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.

5.6.3 Mohammedan

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

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

Sharers --- Heirs by consanguinity

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

Heirs by affinity - husband , wife

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

5.6.4 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 descendents of true grandfather

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

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

According to Shia law the heirs are

Heirs by consanguinity I (i) Parents (ii) Children & descendents

II (i) Grand parents (true/false) (ii) Brother or sister and descendents

III Paternal or maternal uncle of him or his parents and grandparents

Heirs by Marriage : Husband, wife

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

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

5.6.5 Minor's Interest and Guardianship

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

A list of legal heirs under various personal laws is given below for easy reference.

5.7 Safe Deposit Locker

5.7.1. Procedure in case there is no Nomination/Survivorship clause:

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

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

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

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

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

5.7.1.5. The branches should forward the inventory papers to the Regional Authority to enable them to consider delivering the contents against usual indemnity signed by the claimant/s and one or two surety/ies considered good for the amount involved.

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

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

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

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

2. Safe Deposit Lockers

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

3. Safe Custody Articles

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

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

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

Without Nomination

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

Lockers

With Nomination

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

Application for Deceased claim (with nomination)

ANNEXURE - 2

Branch Manager
Uttarakhand Gramin Bank

PHOTO
OF
NOMINEE

Dear Sir,

**CLAIM AS NOMINEE FOR PAYMENT OF BALANCES IN THE
SB/CA/RD/(S)TDR ACCOUNT OF LATE**

I _____ (Nominee) hereby declare that I am the Nominee / Appointed as Guardian on behalf of a Minor Nominee in the Account(s) of Late _____ (Deceased) who has expired on ____/____/20____.

I, therefore submit My Claim as a Nominee/ Guardian on behalf of Minor Nominee for the balance available in Accounts as per details given below with interest to be paid to me.

Sl No	NATURE OF DEPOSIT (SB /CA/TDR/RD)	A/C NO	AMOUNT**	DATE OF MATURITY (If TDR)	Nature of Liability to the Bank (if Any)	AMOUNT **
1.						
2.						
3.						
4.						
5.						
TOTAL DEPOSIT AMOUNT				TOTAL OF BANK LIABILITY		

I have enclosed all the documents mentioned below for your perusal and settlement of the claim.

Yours faithfully,

Documents Enclosed:

(Signature of Nominee/Person
Appointed on behalf of minor Nominee)

1. Passbook / (S)TDR of Deceased (In original) ()
2. Cheque Book of Deceased ()
3. ATM Card of Deceased ()
4. Death Certificate ()
5. Nomination Receipt ()
6. Identification Proof of the Nominee (Showing relationship with Deceased) ()
7. Address Proof of the Nominee ()

Date: ____/____/20____

Address for Correspondence:

Witness (1) _____

Shri/Smt _____

Shri/Smt _____

A/c No: _____

Mobile/Ph: _____

Witness (2) _____

UGB A/c No: _____

Shri/Smt _____

A/c No: _____

FOR OFFICE USE ONLY

Report of the Recommending Authority: -

I have made necessary inquiries about the claim made by the Nominee / Guardian on behalf of the Minor Nominee & satisfied that the claim may be settled. All the necessary documents have been obtained. The claim may be paid to the Nominee / Guardian on behalf of the Minor Nominee.

Any other Remarks:

Place: _____

Date: ____/____/20____

Name & Designation :
(Recommending Authority)

Signature with Date

Sanctioned and Payment to Nominee / Guardian on behalf of the Minor Nominee Allowed:

Place: _____

Date: ____/____/20____

Name & Designation :
(Sanctioning Authority)

Signature with Date

Disbursement & Record:

Amount of Rs. _____ (Rs. _____) paid by way of

☐ Banker's cheque No. _____ Dated _____ and receipt obtained.

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

☐ Credited to claimant's Account No _____ maintained in India with _____ Bank,

_____ Branch through RTGS / NEFT vide UTR No _____ Dated _____ and copy of acknowledgement of electronic transfer credit maintained on record as part of the claim settlement.

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

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

Place: _____

Date: ____/____/20____

Branch Manager

RECEIPT

(In Case Payment to Nominee/Guardian of Minor Nominee made through BANKER' CHEQUE)

Received from Uttarakhand Gramin Bank, _____ Branch an Amount of ₹ _____ /- (Rupees _____) by way of Banker's Cheque No. _____ Dated ____/____/20____ towards full and final settlement of Balance to the credit of SB/CA/RD/(S)TDR Accounts as above in the name of Late _____

Re.1/-
Revenue
Stamp

(Signature)

Date: ____/____/20____

Name: _____

Address: _____

Form of Inventory of Contents of Safe Deposit Locker
(To be used where there is nomination or survivorship clause)

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

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

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

(ii) _____ jointly

(iii) _____

was taken on this _____ day of _____ 20_____.

Sr. No	Description of Articles in Safe Deposit Lockers	Other identifying particulars if any

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

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

The above inventory was taken in the presence of:

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

1. Shri/Smt. _____
 Address _____

 (Signature)

Shri/Smt. _____
 Address _____

 (Signature)

And

Shri/Smt. _____
 Survivors of Joint hirers
 Address _____

 (Signature)

Shri/Smt. _____
 Address _____

 (Signature)

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

* I, Shri/Smt. _____ (Nominee)

* We, Shri/Smt. _____ (Nominee),

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

Shri/Smt. _____ (Nominee)

Signature _____

Date & Place _____

Shri/Smt. _____ (Survivor)

Signature _____

Shri/Smt. _____ (Survivor)

Signature _____

Date & place _____

NOTE:

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

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

From

To

The Branch Manager,
Uttarakhand Gramin Bank,
_____ Branch

Dear Sir,

Re: Deceased Account
Late Shri/Smt.....
Account No(s).....

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

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

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

Death Certificate issued by _____
Identity proof(required in nomination cases) _____

Place: _____ Yours faithfully,

Date: _____ (Claimant(s))



Uttarakhand Gramin Bank

Annexure 4

Application Form for Settlement of Claim of Deceased Constituents (Applicable for Resident/Non-Resident)

Instructions for filling the Application form for payment of balances in accounts, articles in safe deposit locker and safe custody in cases other than Nomination or Joint Account with survivor clause)

1. Mention name of the deceased and date of expiry. In case person is missing/not traceable (i.e., whereabouts of person is unknown for more than 7 years an order/certificate of legal death/presumption of death may be issued by Court) mention date since missing.
2. Mention all deposit as well as loan/overdraft accounts of the deceased. The actual amount of claim with accrued interest will be worked out on the date of payment. Similarly, give detail of safe custody locker and safe custody account/receipt no. of the deceased.
3. Select whether claim is made without legal representation (person died intestate) or with legal representation (i.e. Will/ Succession certificate/ Letter of administration). Copy of the same to be enclosed. In case of legal representation, no declaration from independent person mentioned at point 5 is required, except for KYC/proper identification of beneficiaries.
4. (a) to (f) -Detail of the deceased to be provided. Submit copy of Death certificate and Original for verification. The assets of deceased shall be settled to the legal heirs as per the Personal Law of succession (Hindu, Muslim, Christian or any other community) applicable to the depositor.

(g) Mention particulars of all legal heirs along with age and address. In the last column, mention 'Yes' for heirs who are executing Letter of Disclaimer (As per Annexure-A) duly stamped and executed. Otherwise, mention 'No'.
(h) Mention name of legal heirs, who are minors along with Natural/ Legal Guardian. If Legal Guardian is appointed, a copy of the order must be enclosed.
5. Declaration to be signed by an independent person well known to the family of the deceased but unconnected with it and acceptable to the Bank, or any account holder of the Bank known to the family of the deceased but unconnected with it, or Any Govt. Official whose signature is verifiable by the Bank. The person furnishing the declaration will have to execute an affidavit as per the format. (Annexure – B) before a "Judge / Magistrate / Notary". The affidavit will be stamped according to the Stamp Act in force in the respective State. This declaration is not required in case of legal representation.
6. The detailed information on the sureties, to arrive at their worth, is to be furnished in a separate form (Annexure-D). Sureties, who are the relatives of the deceased, may be accepted, provided they are not directly involved as claimants and are considered individually or jointly good for the amount involved. The sureties have to sign the Letter of Indemnity along with Claimants as per format enclosed (Annexure – C). The Letter of Indemnity will be stamped according to the Stamp Act in force in the respective State.
7. To be signed by all the claimants other than those who have relinquished their right in the property by furnishing a "Letter of Disclaimer" as per the format enclosed (Annexure – A) and will be stamped according to the Stamp Act in force in the respective State.
(Please note that the claimants will have to sign the receipt for having received the claim amount where proceeds are paid by way of Bankers Cheque).
8. **For Non-Resident Depositor/Claimant**
 - a. In case the Depositor is Non-Resident, and has passed away abroad, the death certificate which is attested/certified by any of the following shall be accepted for processing the claim:
 - i) Notary Public in that country.
 - ii) Indian Embassy / High Commission in that country.
 - iii) Embassy/High Commission of that Country in India.

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

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

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

- i) Execute the documents in the presence of Indian Embassy officials. The said document shall be submitted to the Stamp authorities for payment of stamp duty after it reaches India.
- ii) The claimant can appoint his attorney for obtaining proper legal representation and obtain payment against affidavit, indemnity, surety etc. The procedure for the same is that the claimant should execute valid Power of Attorney (POA) which is attested by the Indian Embassy officials.
- c. The assets of deceased NRI account holder should be settled to the legal heirs as per the Personal Law of succession (Hindu, Muslim, Christian or any other community) applicable to the depositor. This is irrespective of whether the claimants happen to be a resident Indian, NRI, PIO or a foreign national.

(However, if any court order/legal representation is obtained, the proceeds should be settled as ordered by Court. In the case of a foreign court order, ancillary orders/resealing should be obtained from Indian Court u/s 228 of the Indian Succession Act.)

- d. Foreign nationals cannot be accepted as sureties while obtaining Letter of Indemnity as he / she will not be governed by Indian law.

e. In case of legal representation-

- i) Will probated by Indian Court- Same as in resident case.
- ii) Will probated by Foreign Court- properly authenticated copy of the will issued by Foreign Court is to be produced in the Courts of India who can then grant Letters of Administration.
- iii) Succession Certificate / Certificate of inheritance / Letter of Administration by Indian Court- No additional due diligence except for KYC/proper identification of beneficiaries.
- iv) Succession Certificate/ Certificate of inheritance / Letter of Administration by Foreign Court –
 - i. If issued by a Superior Court of a Reciprocating Territory (as notified by Central Govt. in Official Gazette) Claimants to obtain a grant from competent District Court in India for executing the Certificate.
 - ii. In case, where such Certificate is not issued by a Superior Court of Reciprocating Territory, Claimant may be advised to file an application before appropriate District Court in India for issuing a separate Certificate (afresh) by producing the Certificate issued by the Foreign Court.
- v) If Succession Certificate does not mention the Bank account for which claim is being made- It will be treated as claim without legal representation and to be acted upon accordingly.

9. **Missing Person:** Claims up to a threshold limit (upto Rs. 50,000) will be entertained without insisting for valid death Certificate. All such claims in respect of missing persons shall be settled on production of the following documents.
1. Application 2. FIR 3. Non-traceable report issued by the police authorities. 4. Indemnity from the claimant.

The claims in respect of missing person above threshold limit will be settled as per the existing instructions i.e. after getting court order from the competent court.

10. **Safe Deposit Locker:**

Access may be given to the legal representative of the deceased. In such cases death Certificate and proof of the legal representation shall be obtained. The legal representation would be in the form of Probate or Letters of Administration.

List of documents to be submitted with Claim Form without legal representation:

a. For claim up to threshold limit (Claims upto Rs. 5 Lakhs)

Copy of Death Certificate

Photograph & KYC of all claimant(s)/legal heirs, Person furnishing declaration or Affidavit & Surety(ies).

Letter of Disclaimer (Duly stamped & Notarised) Annexure-A,

Letter of Indemnity (Duly stamped) Annexure-C

Receipt from claimants (payment made by issuing a Banker's Cheque)

Affidavit (Duly stamped & Notarised)- Annexure-B

b. Additional documents for Claim above threshold limit (above Rs. 5 lakhs) -

Affidavit (Duly stamped & Notarised)- Annexure-B

Opinion Report of Surety(ies)- Annexure-D

11. For Safe Deposit Locker/Safe custody

Form of Inventory of Contents of Safety Locker (Annexure-E)

Form of Inventory of articles left in safe custody (Annexure-F)

Letter of indemnity with respect to delivery of articles kept in Safe Deposit Locker/Safe Custody/Sealed Boxes (Annexure-G)

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



Bank: Uttarakhand Gramin Bank

Branch:.....

**To,
The Branch Manager,**

Address for correspondence

Shri / Smt / Kum _____

Address: _____

Contact No. _____

Email ID _____

Madam / Dear Sir,

Date: _____

Claim for Payment of Balances in the account (s) and delivery of articles in safe deposit locker/safe custody of

Late Shri/Smt/ Kum. _____ expired on

I / We advise that Shri/Smt/Kum _____ expired on

_____/is missing/not traceable since _____.

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

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

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

b. Safe Deposit Locker No. _____ Mode of Holding _____

c. Safe Custody Article Receipt No. _____

Details of Articles: _____

3. I/We lodge my / our claim for the above balances with accrued interest/ articles in safe deposit locker /safe custody of the

above-named deceased in terms of:

(Select which is applicable)

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

☐ Succession Certificate dated _____ granted by the Court of _____ at _____

(Copy Enclosed).

☐ Letter of Administration No _____ dated _____ issued by _____ at _____

(Copy enclosed).

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

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

(a) Date & Place of Death _____

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

(c) Age _____ Yrs.

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

(e) Permanent Address –

H No./Flat No. _____ Street Name _____ Locality/Village _____

City/District _____ State _____ PIN _____

(f) Religion _____ Which law of succession is applicable _____ (Hindu, Mohamedan etc)

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

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

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

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

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

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

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

Name in full & Address of the person signing the declaration

Place

Date

Signature

6. We propose the following surety(ies):

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

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

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

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

S. No.	Name of the Claimant	Signature

Place : _____

Date : _____

Encl: As above.

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

FOR OFFICE USE

Recommendation:

I have made necessary inquiries about the claim made by the claimants & satisfied that the claim can be settled. Surety/ies offered are acceptable as per Bank's extant instructions. * All the necessary documents have been obtained. The claim may be paid to the claimants. *(Strike out if not applicable) Any other remarks:

Place: _____

Signature

Name :

Date _____

Designation :

(Recommending Authority)

Sanction:

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

Place: _____

Signature

Name :

Date _____

Designation :

(Sanctioning Authority)

Disbursement & Record:

Amount of Rs. _____ (Rs. _____) paid by way of

☐ Banker's cheque No. _____ Dated _____ and receipt obtained.

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

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

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

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

Place: _____

Signature

Name :

Date _____

Designation :

(Disbursing Authority)

LETTER OF DISCLAIMER

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

The Branch Manager

Dear Sir,

_____ *Account No _____ in the name of Shri/Smt./Kum.

_____ Balance Rs. _____

With reference to the above account, I/We, the following legal heirs of the late Shri/Smt./Kum. _____ (Name of the deceased account holder), have to advise that we have no interest in the above assets and as such we have no objection to your paying the balance amount lying in the above account(s) with you in the name of the aforesaid

Shri/Smt./Kum _____

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

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

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

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

Signed before me this _____ day of _____ 20 _____

Notary
Public/Magistrate)

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

Annexure B

AFFIDAVIT

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

I/We _____ S/D/O _____

residing at _____ and _____

S/D/O _____ residing at _____

do hereby make oath*/solemnly affirm and say as follows:

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

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

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

Sr. No	Name	Age (yrs.)	Relationship with the deceased

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

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

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

Sworn*/ solemnly affirmed
at this _____ day of _____

1. _____
2. _____

in the presence of _____

*(Delete whichever is inapplicable)

Before me

Judge / Magistrate / Notary

LETTER OF INDEMNITY

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

To,

The Branch Manager

IN CONSIDERATION of your paying or agreeing to pay us,

Insert here the names of the claimants

1. _____

2. _____

3. _____

4. _____

5. _____

The sum of Rupees _____ standing at the credit of Saving Bank /
 Current / R.D Account No. etc. with your Bank in the name of Shri/Smt./Kum.

_____ since deceased, without production of Letter of Administration or a
 Succession Certificate to his/her estate, we

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

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

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

SIGNED AND DELIVERED by the above named

1. _____ 2. _____ 3. _____

4. _____ 5. _____

(Heirs/claimants of the deceased)

SIGNED AND DELIVERED by the above named

1. _____ 2. _____

Sureties)

Opinion Report on Surety

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

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

Place:

Date:

Signature
(Surety)

Remarks of the Branch Manager

Branch Manager

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

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

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

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

(ii) _____ jointly

(iii) _____

was taken on this _____ day of _____ 20_____.

Sr. No	Description of Articles in Safe Deposit Lockers	Other identifying particulars if any

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

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

The above inventory was taken in the presence of:

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

3. Shri/Smt. _____
 Address _____

 (Signature)

Shri/Smt. _____
 Address _____

 (Signature)

And

Shri/Smt. _____

Survivors of Joint hirers

 (Signature)

Address _____

Shri/Smt. _____

Address _____

 (Signature)

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

Shri/Smt. _____

Address _____

 (Signature)

Shri/Smt. _____

Address _____

(Signature)

ACKNOWLEDGEMENT

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

*We, Shri/Smt. _____

_____ legal heirs and

Shri/Sm _____

_____ surviving hirers

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

Shri/Smt. _____

(Legal Heir/Mandate Holder)

Shri/Smt. _____

Signature

Shri/Smt. _____

Signature

Shri/Smt. . _____

Signature

Date & Place _____

(*Delete whichever is not applicable)

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

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

Sr. No	Description of Articles in Safe Custody	Other identifying particulars, if any

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

1. Shri/Smt. _____
 Address _____ (Signature)

2. Shri/Smt. _____
 Address _____ (Signature)

ACKNOWLEDGEMENT

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

*We, Shri/Smt _____

 _____ Legal heirs and

Shri/Smt. _____

 _____ Surviving hirers

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

Shri/Smt. _____
 (Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature

Shri/Smt. _____ Signature

Shri/Smt. . _____ Signature

Date & Place _____

(*Delete whichever is not applicable)

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

(To be stamped as an agreement)

To,

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

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

The articles/properties mentioned hereunder -

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

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

I/We _____ and _____ and _____
(State here the names of the heir(s) of the deceased).

and we _____ and _____
(State here the name of the sureties)

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

Signed sealed and delivered by the above named on this _____ day of _____ Two thousand and _____.

SIGNED AND DELIVERED by the above named

(1) _____

(2) _____

(Heirs of the deceased)

SIGNED AND DELIVERED by the above named

(1) _____

(2) _____

(Sureties)

RECEIPT

Received from _____ Bank _____ Branch
 Rs. _____ (Rupees _____ only) by Banker's Cheque No. _____
 dated _____ in favour of _____
 being the balance standing at the credit of Saving
 Bank Account/ Current Account/ TDR/ STDR No. _____ in the name of _____.

The balance has been paid to me as per Bank rules.

Date :

Signature of
Claimant

Place:

Name:

Declaration in case funds are settled in favour of Minor

I, _____, father/mother and natural
guardian of

_____ hereby certify that the proceeds of your Banker's
cheque No. _____ dated _____ favouring _____ issued by
you in full and final settlement of the balance in Account No. _____ of Late
_____ will be utilized for the benefit of the minor only.

Place:

Date:

(Signature of Guardian)

Annexure - 5

Application for claim for Missing depositor

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

From

To

The Branch Manager,
Uttarakhand Gramin Bank,
_____ Branch

Dear Sir,

Re: Shri/Smt..... Missing Account No(s).....

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 had been alive. I/We are the Nominee / joint holder to the deposits of the said missing person. 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.

He/She holds the above account(s) at your branch. The account(s) is/are in the name of:_____.

I/We lodge my/our claim for the balances with accrued interest lying to the credit of the above named missing person. I / we am / are the nominee/joint holder of the above named missing person and lodge my/our claim for payment as per the bank"s rules and discretion. The relevant information about the missing person and the nomination joint holders are as under.

C. In case of Nomination

I,.....son/daughter of Shri.....

.....residing at

..... am

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

I/We submit the following documents.

- 1) FIR filed to Police
- 2) Not traceable report issued by police authorities.
- 3) Letter of indemnity signed by all claimants
- 4) Identity proof of nominee

Please settle the balance in the account in the name of the nominee. I/we receive the payment as trustee(s) of the nominee/joint holder of the Missing person.

D. In the case of joint account

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

I/We submit photocopy of the following document(s)

- 1) FIR filed to Police
- 2) Not traceable report issued by police authorities.
- 3) Letter of indemnity signed by all claimants

Place:

Yours faithfully,

Date:

(Claimant(s))

Annexure - 6

Application for claim for Missing depositor

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

From

To

The Branch Manager,
Uttarakhand Gramin Bank,
_____ Branch

Dear Sir,

Re: Shri/Smt..... Missing
Account No(s).....

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 had been alive. I/We are the legal heirs of the said missing person. 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.

He/She holds the above account(s) at your branch. The account(s) is/are in the name of: _____.

I/We lodge my/our claim for the balances with accrued interest lying to the credit of the above named missing person who has not left any will. I / we am / are the legal heirs of the above named missing person and lodge my/our claim for payment as per the bank's rules and discretion. The relevant information about the missing person and the legal heirs are as under.

1 Names in full of the parents of the Missing person

Father: _____

Mother: _____

2 Religion of the Missing person: _____

3 Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand Children. If Hindu Joint Family, the name and address of the Karta and Co-parceners with their respective ages.

	Full Name/Address	Occupation	Relationship with	Age
(i)	_____	_____	_____	_____
(ii)	_____	_____	_____	_____
(iii)	_____	_____	_____	_____
(iv)	_____	_____	_____	_____
(v)	_____	_____	_____	_____
(vi)	_____	_____	_____	_____

4. Name or Names of the : _____

Guardian/s of the minor

Children of the Depositor

(a) Whether Natural : _____
Guardian

(b) Whether Guardian : _____
appointed by a Court
of Law in India. If so,
attach a certified copy
or duly attested copy of
such Order

(c) In whose custody the : _____
Minor/Minors is / are?

5. Claimant/s name/s : _____
and address in full

(I) _____

(V) _____

(vi) _____

I/We submit the following documents.

- 1) FIR filed to Police
- 2) Non traceable report issued by police authorities.
- 3) Letter of indemnity signed by all claimants
- 4) Identity proof of Legal heirs & sureties
- 5) Affidavit

We request you to pay the balance amount lying to the credit of the above named missing person toon 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.

Place:

Yours faithfully,

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

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

To

The Branch Manager,
Uttarakhand Gramin Bank,
..... Branch.

IN CONSIDERATION of your paying or agreeing to pay me/us,

Insert here the 1) _____
Name(s) 2) _____
Claimants 3) _____
 4) _____

The sum of Rupees _____ standing at the credit of Savings Bank/Current/R.D. Account No. etc. _____ with your bank in the name of Shri/Smt./Kum. _____ since Missing & not traceable and presumed to be dead, without production of Court Order declaring him dead & without production of Letters of Administration or a Succession Certificate to his/her estate or a Certificate from the Controller of Estate Duty to the effect that estate duly has been paid or will be paid or none is due I/we do hereby for myself/ourselves and my/our heirs, legal representatives executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you and your successors and assign against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/or paying me/us the said sum as aforesaid.

SIGNED AND DELIVERED

By the above named on this _____ Day of _____ 20

SIGNED AND DELIVERED by the above
named

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

(heirs /claimants of the Missing depositor)

* In consideration of aforesaid I/We the undersigned 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 your having agreed to pay/or paying the said sum 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 sureties

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

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