

AU Small Finance Bank Limited  
Policy for settlement of claims for  
deceased customers  
Jan 2026



Version Control:

| Document Version | Description of Changes | Date     | Prepared / Changed by        | Sign-Off |
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## I. Introduction

Based on RBI directions (RBI/2025-26/82 DoR.MCS.REC.50/01.01.003/2025-26) dated September 26, 2025 on settlement of claims in respect of deceased customers of the Banks; detailed deceased depositor and safe deposit lockers policy guidelines have been formulated. These guidelines provide a harmonized framework and standardization of documentation for settlement of claims in respect of deposit accounts, safe deposit locker(s) and articles in safe custody of a deceased customer and to minimize the difficulties faced by the nominees, survivors and legal heirs. It also aims at creating awareness amongst account holders about the advantages of availing 'nomination' facility.

**Note:** These guidelines shall not be applicable in case of Government savings schemes administered by banks such as Senior Citizen Savings Scheme (SCSS), Public Provident Fund (PPF), etc. Settlement of claims in such cases shall be as per the provisions of the respective schemes.

## II. Important definitions:

- **'Accounts with survivorship clause'** refers to joint deposit accounts styled as 'either or survivor', or 'anyone or survivor', or 'former or survivor' or 'latter or survivor' or any other such clause.
- **'Apostille'** refers to a certificate that authenticates the origin of a public document (e.g., a birth, marriage or death certificate, a judgment, an extract of a register or a notarial attestation). Apostilles can only be issued for documents issued in one country party to the Hague Apostille Convention and that are to be used in another country which is also a party to the Convention. In India, such attestations are done by Ministry of External Affairs.
- **Letter of administration:** Letters of administration (LOA) can be issued either in respect of money or in respect of articles/valuables and has the effect over all the property and estate (moveable and immovable) situated in the state, in which LOA has been issued. The LOA, if issued by the High Court have the effect in all the states unless otherwise directed by the High Court.
- **Succession certificate:** Succession certificate is a document which is issued by the court specifically for claiming movable properties by the successors of the deceased. If someone dies 'intestate,' (without leaving a Will) it can be granted by the Civil Court to release the debts and securities of the one who is no more. It establishes the legitimacy of the heirs and gives them the authority to get the deposits and other assets transferred in their names. It is effective throughout India, and it does not confer any title upon the grantee as an heir of the deceased. If a succession certificate is granted to two or more persons:
  - The authority vested in them can only be exercised by all of them together.
  - If one of them dies, the remaining holder(s) cannot exercise the powers as there is no question of survivorship; the Certificate becomes wholly inoperative and must not be acted upon.
- **Probate:** Probate is issued only in those cases where the deceased has left a Will. By a Probate, the Court, after examining witnesses and hearing interested parties, certifies that the Will in question is the last, genuine and effective Will of the deceased. By a Probate, the Court, after examining witnesses and hearing interested parties, certifies that the Will in question is the last, genuine and effective Will of the deceased. The order issued by the High Court has the effect in all the states unless otherwise directed by the High Court.
- **'Bank Rate'** refers to the rate published by Reserve Bank in terms of Section 49 of the Banking Regulation Act, 1949.
- **'Customer'** refers to a person who may be a depositor or a locker hirer or has placed articles in safe custody with a bank.
- **'Depositor'** refers to an individual(s) who has any type of deposit account with a bank such as Savings account, Current account, Term Deposit account, etc.
- **'Equivalent e-document'** shall have the same meaning as defined in paragraph 3(a)(x) of the Master Direction - Know Your Customer (KYC) Direction, 2016 as amended from time to time.
- **'Officially Valid Document'** refers to the documents as detailed in paragraph 3(a)(xiv) of the Master Direction - Know Your Customer (KYC) Direction, 2016 as amended from time to time.
- **'Threshold limit'** means ₹5 lakh in case of a co-operative bank and ₹15 lakh in case of any other bank or such higher limit as may be fixed by the bank including a co-operative bank.

## III. General guidelines

- Nomination facility is intended only for individuals including a sole proprietary concern.

- If the deceased person had multiple relationships with the Bank with different nominees/ MOP, e.g. the deceased person had one savings account and one term deposit with different nominees, an account (CA/SA/ TD) based settlement to be done as per the survivorship mandate/ nomination of the account..
- The nomination by the depositor, or as the case may be, all the depositors together, in respect of a deposit held by a banking company to the credit of one or more individuals, may be made in favor of one or more individuals, but not exceeding four, either successively or simultaneously.
- **Nomination in respect of articles in safe custody:** The nomination to be made by an individual in respect of articles left in safe custody with a banking company shall be in favor of one or more individuals not exceeding four, **successively**.
- **Nomination in respect of safety lockers:** The nomination to be made by an individual or as the case may be, all the individuals together, who hire a locker whether such locker is located in the safe deposit vault of banking company or elsewhere, shall be in favor of one or more individuals not exceeding four, **successively**.
- In case of a joint deposit account, the nominees right arise only after the death of all the depositors.
- In case of demise of a minor customer having an account operated by guardian, the claim to be settled in favor of nominee.
- Claims on deceased depositor's account(s)/locker(s) will be settled after ascertaining the identity of the survivor(s)/nominee and the fact of death of the account/locker holder through appropriate documentary evidence.
- Survivor(s)/nominee 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/them shall not affect the right or claim which any person may have against the survivor(s)/nominee to whom the payment is made to the extent of the payment made to them and that making such payments to the survivor(s)/nominee, would constitute a full discharge of the Bank's liability..

However, if there is an order from a competent court in the knowledge of the Bank, restraining the Bank from making such payment/ access to the locker then the Bank must make payment/ provide locker access in terms of the said order only. In a situation wherein the Bank receives an order of this nature after making the necessary payments/ providing locker access to the survivor/ nominee, the Bank will immediately send a letter to the claimant concerned outlining details as to when the payments/ access were made and the details of such survivor/nominee to whom payments had been made.

- All claims to be accepted in the claim format only. The claim form should be duly signed by the claimant(s) clearly stating the mode of disposal.
- If the residence status of claimant is "NR" (as per his/ her declaration **OR** identification during claim settlement process), settlement of deceased claim proceeds to be done in NRO account of the claimant.
- Officially valid document of the claimant(s) towards verifying his/ her identity and address to be obtained as per the extant KYC policy of the Bank.
- Proof of address of the claimant should match with the address of the claimant as mentioned in the indemnity cum affidavit/succession certificate/letter of authority/probate.
- Indemnity cum affidavit if applicable should be prepared as per the bank's format on stamp paper (first party: claimant, second party: Au Small Finance Bank limited), duly notarized and signed by all the legal heirs on all the pages. All the legal heirs should countersign if any corrections are made.
- Minors cannot sign on the stamp papers.
- All signatures to be obtained in full. (no initials are permitted)
- **In the case of a joint account:**
  - Standing in joint names of two account holders with mode of operation being either or survivor, upon intimation of death of one of the account holders by production of death certificate, the account needs to be converted into a single account in the name of the survivor.
  - Standing in joint names of three or more account holders where the mode of operation will be 'Anyone or survivor', upon intimation of death of one of the account holders by production of death certificate the account will continue in the name of the remaining two account holders with change of mode of operations as 'Either or survivor' and there is no necessity to have a fresh mandate.
  - Standing in joint names or two or more account holders where the mode of operation is jointly upon intimation of death of one of the account holders by production of death certificate, all operations in

the account to be stopped till the legal heirs of the deceased are identified. The same process as outlined about single account wherein there is no nomination shall be followed as regards the share of deceased account holder.

- Apart from the guidelines mentioned above, some locker specific guidelines are listed below:
  - While granting access to the safe deposit locker or while permitting the removal of the contents of any locker by any nominee or jointly by any nominee and survivors or by legal heir(s), an inventory of the article/contents of the locker to be prepared and signed by all the persons to whom access is to be given, and in case they cannot remain present, to be signed by their duly authorized attorney.
  - A Bank officer to be present at the time of opening of the locker to supervise the preparation/custody/taking of the inventory of contents. Two copies of the inventory list are retained by the Bank, one on the customer's records with the Bank and the other in safe custody by the locker department.
  - The nominees/claimants must sign one copy of the inventory of contents acknowledging receipt thereof and the surrender clause on the reverse of the specimen signature card.
  - If the same locker is to be continued post demise of one or more but not all locker holders:
    - A new locker agreement to be signed with the live account holders and new MOP to be obtained.
    - Nomenclature of the account to be changed in accordance with new locker agreement and
    - Fresh nomination(s) to be obtained.
- Nominee cannot place a request for change of existing maturity instruction of a term deposit.
- In the event of death of the borrower(s) during the continuance of this agreement, (i) the borrower(s)'s estate, effects, heirs, executors, administrators and legal representatives will jointly and/or severally continue to be bound by this agreement, (ii) the borrower(s)'s estate, effects, heirs, executors, administrators and legal representatives will jointly and/or severally continue to be liable for full repayment of all the monies payable and/or due hereunder by the borrower(s), and (iii) the Bank shall have the right to terminate the facility and/or recall all or any portion of the facility balance
- **Time limit for settlement of claims:** The bank shall settle a claim in respect of deposit accounts of a deceased customer within a period not exceeding 15 calendar days from the date of receipt of all the required documents associated with the claim.  
In case of safe deposit locker/ articles in safe custody, the bank shall, within 15 calendar days of receipt of all the required documents, process the claim and communicate with the claimant(s) for fixing the date for making inventory of the locker/ articles in safe custody.
- **Compensation for delay in settlement of claims:**
  - If any deposit related claim is not settled within the stipulated timeframe, then the claim requesting branch to communicate the reasons for such delay to the claimant(s). Further, in cases of delay attributable to the bank, compensation to be calculated by the erring unit of the Bank in consultation with F & A team and paid in the form of interest, at a rate not less than the prevailing Bank Rate + 4% per annum, on the settlement amount due for the period of delay. The reference date for reckoning the amount due and the prevailing Bank Rate shall be the date of receipt of all required documents from the claimant.
  - For claims related to safe deposit locker/ articles in safe custody, the bank shall be required to pay compensation to the claimant(s) at the rate of ₹5,000 for each day of delay, in cases where it doesn't adhere to the timeline prescribed in above paragraph
- **Guidelines related to death certificate:**
  - Death certificate in India is issued by municipal authorities/government department.
  - Copy of death certificate submitted with a deceased claim to be self-attested by the claimant and original sighted by the bank officer (OSV).
  - OSV may be exempted if the branch is able to verify the death certificate online from issuing authority website. Branch to evidence the verification through the following notation "verified online" on copy of death certificate submitted by claimant before raising the claim to CPC.
  - Death Certificate issued in other than Hindi & English language in India will be translated by the Bank

#### **Modes for Certification of 'proof of death' document issued outside India:**

In cases involving death of a customer outside India, 'proof of death' document is issued by an authority outside the country. In such cases, a bank shall accept the original certified copy of the document issued for 'proof of death', certified in the country of its issuance in any one of the following modes:

- authorized officials of overseas branches of Scheduled Commercial Banks registered in India; or
- branches of overseas banks with whom Indian banks have correspondent banking relationships; or
- a Court Magistrate or Judge or Notary Public; or
- consularised by Indian Embassy/ Consulate General in the country of issuance; or
- apostilled.

**Note:** In case the Death Certificate had not been written in English and issued outside India it should be attested by official translator and on letterhead.

#### **Online Claim Lodgment:**

The bank may provide the facility for online lodgement of such claims. Upon a claimant uploading the claim form along with the required documents, the bank shall send acknowledgement / confirmation through appropriate channels and also make available the provision for online tracking of the status of the claim. In such cases, if the bank requires the claimant to produce original documents for submission / verification, the same shall be allowed to be done at any of its branches.

#### **Customer Awareness and Publicity:**

The bank shall continue to spread awareness among its customers about the benefits of the nomination facility / survivorship clause and give wide publicity to these facilities along with the procedure for settlement of claims.

#### **Reporting Requirement**

A bank shall report to the Customer Service Committee of the Board, at appropriate intervals, on an ongoing basis, the details of the number of claims received pertaining to deceased depositors / locker-hirers / depositors of safe custody article accounts and those pending beyond the stipulated period, giving reasons therefor.

### **IV. Settlement scenarios:**

#### **i. Settlement of Claims in respect of missing people:**

The nominee(s)/ legal heir(s) of a missing person shall be required to get an order from the competent court under the provisions of Sections 110 or 111 of the Bharatiya Sakshya Adhiniyam, 2023. The claim in respect of such missing person shall be settled as per the procedure applicable for settlement of claims in respect of a deceased customer. In such cases, a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate.

However, to avoid inconvenience and undue hardship to the common person where the aggregate amount payable, including accrued interest, as on the date of the application is less than **₹2 lakh**, a copy of the **First Information Report (FIR), non-traceable report issued by police authorities shall be obtained in lieu of death certificate** and (ii) letter of indemnity (Annexure IV).

#### **ii. Death of trustee:**

- In the event of death of trustee, a letter informing death and death certificate of the trustee to be obtained.
- The related provisions of trust deed, if any, should be referred to and acted upon for operations in the account. In absence of anything to the contrary, the surviving trustees can jointly decide regarding operation and transaction in the account.

### **V. Provision of Law regarding legal heirs:**

- Legal representatives must be ascertained based on the personal law applicable to the deceased. Hindus (which includes Jain, Buddhist and Sikh religious groups), Muslims, Parsis and Christians each of the religious groups have their own rules of succession and accordingly legal representatives may be different set of relations.
- These rules of succession are tabulated below. The Bank should rely upon the succession certificate submitted by legal heirs to ascertain legal heirs.

| Religious Group                                                      | Heir according to personal laws (in order)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hindus<br>(including Jain,<br>Buddhist and Sikh<br>religious groups) | <ul style="list-style-type: none"> <li>Primary heirs of Hindu male are               <ol style="list-style-type: none"> <li>1) Son(s)</li> <li>2) Daughter(s)</li> <li>3) Wife</li> <li>4) Mother</li> <li>5) Children of Predeceased children</li> <li>6) Widow of predeceased son</li> <li>7) Children of predeceased grand children</li> </ol> </li> <li>Primary heirs of Hindu female are               <ol style="list-style-type: none"> <li>1) Son(s)</li> <li>2) Daughter(s)</li> <li>3) Husband</li> <li>4) Children of predeceased children</li> </ol> </li> </ul> |
| Muslims                                                              | <ul style="list-style-type: none"> <li>Primary heirs of a Sunni Muslim are:               <ol style="list-style-type: none"> <li>1) Sons(s)</li> <li>2) Daughter(s)</li> <li>3) Father</li> <li>4) Mother</li> <li>5) Spouse (Husband/Wife)</li> </ol> </li> <li>Primary heirs of a Shia Muslim are:               <ol style="list-style-type: none"> <li>1) Spouse (Husband/Wife)</li> <li>2) Mother</li> <li>3) Father</li> <li>4) Son(s)</li> <li>5) Daughter(s)</li> </ol> </li> </ul>                                                                                   |
| Christians                                                           | <ul style="list-style-type: none"> <li>Primary heirs of a Christian are:               <ol style="list-style-type: none"> <li>1) Spouse (Husband/Wife)</li> <li>2) Son(s)</li> <li>3) Daughter(s)</li> </ol> </li> </ul>                                                                                                                                                                                                                                                                                                                                                     |
| Parsis                                                               | <ul style="list-style-type: none"> <li>Primary heirs of a Parsi male are:               <ol style="list-style-type: none"> <li>1) Wife (Widow)</li> <li>2) Son(s)</li> <li>3) Daughter(s)</li> <li>4) Mother</li> <li>5) Father</li> <li>6) Children of predeceased children</li> </ol> </li> <li>Primary heirs of a Parsi female are:               <ol style="list-style-type: none"> <li>1) Husband</li> <li>2) Son(s)</li> <li>3) Daughter(s)</li> <li>4) Children of predeceased children</li> </ol> </li> </ul>                                                        |

#### VI. Minor's interest and guardianship:

Where the nominee/ legal heir is a minor, his/her lawful guardian will represent his/her interest.

- In case of 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 in certain cases even during the lifetime of father since the welfare of child is of utmost importance.
- In case of Muslims, following can be guardian in order:
  - Father,
  - Person appointed by father's will,
  - Father's father

- Person appointed by father's father
- In case an account being settled has a minor nominee – a declaration from the guardian to be obtained that the funds will be utilized for benefit of minor.
- In case of a minor nominee, the bank shall ensure that the contents of locker, when sought to be removed on behalf of the minor nominee, are handed over to the guardian whose details have been provided in the nomination form. If the details of the guardian have not been provided in the nomination form, the bank shall hand over the contents of the locker to a person who is, in law, competent to receive the contents of safe deposit locker on behalf of such minor.

**VII. Treatment of credits in the name of a deceased depositor post settlement:** Post settlement of the deposit account(s), in case any credit is received in the name of a deceased depositor, the team in receipt of such funds to return the same to the remitter with the remark 'Account holder deceased' and intimate the applicable nominee(s)/ survivor(s)/ legal heir(s) through available/ applicable modes of communication (email/ mobile/ letter).

**VIII. Payment of interest in case of term deposit accounts of deceased depositor(s):**

In case of a term deposit of deceased depositors, interest shall be paid in the manner indicated below:

- In case of premature withdrawal i.e., in the event of the payment of deposit being claimed before the maturity date - interest will be paid at applicable rate with reference to the period for which the deposit has remained with the Bank up to date of payment without charging penalty.  
**Note:** Premature withdrawal will not attract any penal charge.
- Due to any unforeseen reasons, if the maturity proceeds of a term deposit are lying unpaid with the Bank on the date of receipt of claim, bank shall pay interest at the applicable savings deposit rate on the maturity amount from date of maturity till date of payment.
- In case of an NRE deposit, when the claimants are residents, the deposit on maturity should be treated as a domestic rupee deposit and interest should be paid for the subsequent period at a rate applicable to a domestic deposit of similar maturity till such time the claim is settled.

**IX. Payment of Interest on current accounts of deceased depositor(s)**

As per RBI Master Circular on Customer Service in Banks (RBI/2015-16/59 DBR No. Leg.BC.21/09.07.006/2015-16) dated July 1, 2015 for Interest payable on the deposit accounts of deceased depositors, the balances lying in current account(s) standing in the name of a deceased individual depositor/sole proprietorship concern, interest should be paid only from 1<sup>st</sup> May 1983, or from the date of death of the depositor, whichever is later, till the date of repayment to the claimant/s at the rate of interest applicable to savings deposit as on the date of payment.

**X. Settlement of claims in various types of liability accounts/safe deposit lockers/ articles in safe custody**

- **Single account/safe deposit locker with/without nomination**
  - i. **Savings/Current Account (Sole account holder)**
    - 1. **With nomination:** The balance outstanding at the time of the death of the depositor will be paid to the applicable nominee(s) as per the scheme of nomination (successive/ simultaneous) registered by the customer in Bank records subject to the documentation as mentioned below for depositors. (Documents - With Nomination/survivorship clause).
    - 2. **Without nomination:** The balance outstanding at the time of the death of the depositor will be paid to the claimant/legal heirs (or any one of them as mandated by all legal heirs) subject to the documentation as mentioned below (Documents - Without Nomination/without survivorship clause).
  - Payment of interest in the current account: From the date of death of the depositor till the date of repayment to the claimant/s, the interest to be paid at the rate of interest applicable to savings deposit as on the date of payment.
- ii. **Term deposit account (Sole account holder)**

1. **With nomination:** The balance outstanding at the time of the death of the depositor will be paid to the applicable nominee(s) as per the scheme of nomination (successive/ simultaneous) registered by the customer in Bank records **on maturity of the deposit** subject to the documentation as mentioned below. (Documents - With Nomination/survivorship clause).

Premature termination of term deposit will be allowed as per the terms of Account opening form, at the request of the nominee against valid documentation.

2. **Without nomination:** The balance outstanding at the time of the death of the depositor will be paid to the legal heirs (or any one of them as mandated by all legal heirs) on **maturity of the deposit** subject to the documentation as mentioned below. (Documents - Without Nomination).

Premature termination will be allowed on joint request by all legal heirs (in whose favor the Succession Certificate/Letters of Administration/ Probate is granted).

### iii. **Sole locker hirer with or without nomination**

1. **With nomination:** In case of death of a sole locker hirer, and there is a nomination, access to locker may be given to the applicable nominee as per the successive scheme of nomination registered by the customer in Bank records, subject to the provision of documents mentioned below (Documents - Safe Deposit Lockers with Nomination/ survivorship clause)

Post receipt of the prescribed documents and being satisfied to the genuineness of the claim, the branch to correspond with the nominee/ survivor in writing and fix a date and time for making an inventory of the contents of the safe deposit locker. The same shall be undertaken in the presence of the nominee and/or survivor and/ or their authorized representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations and recorded as per the inventory form. The bank shall then hand over the possession of the contents of the locker to the nominee/ survivor/ the person competent to receive the contents on behalf of the minor, as the case may be, and obtain an acknowledgment, that all the contents in the locker of the deceased hirer(s) have been removed and the locker is empty, and they have no objection to allotment of the locker to any other locker hirer as per norms of the bank.

2. **Without nomination:** In case of death of a sole locker hirer without nomination, and there is a succession certificate/ Probated Will /Letters of Administration of Estate access may be given to the executor/administrator. In other cases, access may be given to the legal representative of the deceased. This is subject to the provision of documents mentioned below (Documents - Safe Deposit Lockers without Nomination/ without survivorship clause).

Post receipt of the prescribed documents and being satisfied to the genuineness of the claim, the bank shall correspond with the claimant(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker, in the presence of all claimant(s) or their duly authorized representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations. Valuation of the contents of the safe deposit locker shall be carried out by an independent valuer and recorded in the Bond of Indemnity as given in Annexure I-H. The claimant(s) or their duly authorized representative(s) may remove the contents of the locker subsequent to submission of the Bond of Indemnity. Bond of Indemnity shall not be required to be given in cases of claims settled on the basis of legal documents such as Probate of Will or Succession Certificate or Letter of Administration or Court order/ decree, etc.

- **Joint accounts/Safe deposit lockers with/without nomination and operated jointly (without survivorship mandate)**

**i. Savings/Current account (Operated Jointly):**

1. **With nomination:** In the event of death of one of the joint accountholders, the outstanding balance will be paid jointly to the survivor(s) and the legal heirs of the deceased joint accountholder(s) (or any one of them as mandated by all) subject to the provision of documentation as mentioned below (Documents - with Nomination/ survivorship clause).

In the event of the death of both/all joint accountholders, the balance outstanding at the time of the death of the depositor(s) will be paid to the applicable nominee(s) as per the scheme of nomination (successive/ simultaneous) registered by the customer in Bank records subject to verification of documents as mentioned below (Documents - with Nomination/ survivorship clause).

2. **Without nomination:** In the event of death of one of the joint account holders, the outstanding balance will be paid jointly to the survivor(s) and the legal heirs of the deceased joint accountholder(s) (or any one of them as mandated by all) subject to the provision of documentation as mentioned below (Documents - without Nomination/ without survivorship clause).

In the event of the death of both/all joint accountholders, the balance outstanding at the time of the death of the depositor(s) will be paid to the legal heirs of all the depositors (or any one of them as mandated by all the legal heirs) subject to provision of documents as mentioned below (Documents - without Nomination/ without survivorship clause).

**ii. Term deposit account (Operated jointly):**

1. **With nomination:** In the event of death of one (or more but not all) of the joint accountholders, the term deposit can continue till the maturity along with the other survivors. **On maturity** the balance outstanding will be paid jointly to the survivor(s) and the legal heirs of the deceased joint accountholder(s) (or any one of them as mandated by all ) subject to the provision of documentation as mentioned below (Documents - with Nomination/ survivorship clause).

In the event of death of all the joint accountholders, the balance outstanding at the time of death of the depositor(s) will be paid to the applicable nominee(s) as per the scheme of nomination (successive/ simultaneous) registered by the customer in Bank records subject to the provision of documentation as mentioned below (Documents - with Nomination/ survivorship clause).

**Premature termination:** In the event of death of one (or more but not all) of the joint accountholders, premature termination will be permitted against joint request of the survivor(s) and the legal heirs of the deceased accountholder(s) (or any one of them as mandated by all) as per the terms of account opening form on verification of identity of the legal heirs and proof of death of accountholder(s).

In the event of death of all the joint accountholders, the applicable nominee(s) as per the scheme of nomination (successive/ simultaneous) registered by the customer in Bank records may be allowed a premature termination as per the terms of account opening form and against valid documentation.

2. **Without nomination:** In the event of death of one (or more but not all) of the joint accountholders, the term deposit can continue till the maturity along with the other survivors. On maturity, the balance outstanding will be paid jointly to the survivor(s) and the legal heirs of the deceased joint accountholder(s) (or any one of them as mandated by all) subject to the provision of documentation as mentioned below (Documents - without Nomination/without survivorship clause).

3. **Without nomination/survivor clause** In the event of the death of both/all joint accountholders, the balance outstanding at the time of the death of the depositor(s) will be paid to the legal heirs (or any one of them as mandated by all the legal heirs) subject to the provision of documentation as mentioned below (Documents - without Nomination/ without survivorship clause).

In the event of death of one (or more but not all) of the joint accountholders the claimant may be allowed a premature termination of term deposit account as per terms of contract on joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all) and against valid documentation.

In the event of death of all the accountholders, premature termination will be allowed against joint request of all legal heirs of the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract and against valid documentation.

**iii. Joint locker hire operated jointly (as per the contract of locker hired)**

1. **With nomination:** In the event of death of one of the joint locker hirers, access to the lockers may be given to the applicable nominee as per the successive scheme of nomination registered by the customer in Bank records jointly with the surviving hirer(s) subject to the provision of documents mentioned below (Documents - Safe Deposit Lockers with Nomination/ survivorship clause)

In the event of death of both or all the joint locker hirer(s), access to the locker may be given to the applicable nominee as per the successive scheme of nomination registered by the customer in Bank records subject to the provision of documents mentioned below (Documents - Safe Deposit Lockers with Nomination/ survivorship clause)

Post receipt of the prescribed documents and being satisfied to the genuineness of the claim, the branch to correspond with the nominee/ survivor(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker. The same shall be undertaken in the presence of the nominee and/or survivor(s) and/ or their authorized representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations and recorded as per the inventory form. The bank shall then hand over the possession of the contents of the locker to the nominee/ survivor(s)/ the person competent to receive the contents on behalf of the minor, as the case may be, and obtain an acknowledgment, that all the contents in the locker of the deceased hirer(s) have been removed and the locker is empty, and they have no objection to allotment of the locker to any other locker hirer as per norms of the bank.

2. **Without nomination:** In the event of death of one of the joint locker hirers, access to the locker may be given to the survivor jointly with the legal heirs (or the executor/administrator, if appointed) of the deceased hirer. This is subject to the provision of documents mentioned below (Documents - Safe Deposit Lockers without Nomination/ without survivorship clause).

In the event of death of all the joint locker hirer(s), access to the locker may be given jointly to the legal heirs of all the deceased hirers (or the executor/administrator if appointed). This is subject to the provision of documents mentioned below (Documents - without Nomination/ without survivorship clause).

Post receipt of the prescribed documents and being satisfied to the genuineness of the claim, the bank shall correspond with the claimant(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker, in the presence of all claimant(s) or their duly authorized representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations. Valuation of the contents of the safe deposit locker shall be carried out by an independent valuer and recorded in the Bond of Indemnity as given in Annexure I-H. The claimant(s) or their duly authorized representative(s) may remove the contents of the locker subsequent to submission of the Bond of Indemnity. Bond of Indemnity shall not be required to be given

in cases of claims settled on the basis of legal documents such as Probate of Will or Succession Certificate or Letter of Administration or Court order/ decree, etc.

- **Joint account/safe deposit lockers with survivorship mandate and with or without nomination (Either or survivor/anyone or survivor)**
  - i. **Savings/Current account:(Either or survivor/anyone or survivor)**
    1. **With nomination:** In the event of death of one of the joint accountholders, the account may continue to remain in the survivor(s) name and the deceased accountholder(s) name can be deleted after the survivor produces relevant documents.  
In case the balance needs to be settled, the balance outstanding will be paid jointly to survivor(s) subject to the provision of documentation as mentioned below (Documents - with Nomination/ survivorship clause).  
In the event of death of both/all joint accountholders, the balance outstanding will be paid to the applicable nominee(s) as per the scheme of nomination (successive/ simultaneous) registered by the customer in Bank records subject to the provision of documentation as mentioned below (Documents - with Nomination/ survivorship clause)
    2. **Without nomination:** In the event of death of one of the joint accountholders, the account may continue to remain in the survivor(s) name and the deceased accountholders name can be deleted after the survivor(s) produce relevant documents.  
In case the balance needs to be settled, the balance outstanding will be paid jointly to survivor(s) subject to the provision of documentation as mentioned below (Documents - without Nomination/ without survivorship clause)  
In the event of death of both/all accountholders, the balance outstanding will be paid jointly to the legal heirs (or any of them as mandated by all the legal heirs) subject to the provision of documentation as mentioned below (Documents - without Nomination/ without survivorship clause).
  - ii. **Term deposit account (Either or survivor/anyone or survivor/Former or survivor):**
    1. **With nomination:** In the event of death of one of the joint accountholders, the term deposit can continue till the maturity along with the other survivors.  
On maturity the balance outstanding will be paid jointly to survivor(s) subject to the provision of documentation as mentioned below (Documents - with Nomination/ survivorship clause).In the event of death of both/all joint accountholders, the balance outstanding will be paid to the applicable nominee(s) as per the scheme of nomination (successive/ simultaneous) registered by the customer in Bank records on maturity subject to the provision of documentation as mentioned below (Documents - with Nomination/ survivorship clause).  
**Premature termination** in the event of death of one (or more but not all) of the joint accountholders, premature termination will be permitted against joint request of the survivor(s) **as per the terms of contract and against valid documentation.**
      - a. If the mandate in favor of surviving joint depositor is available in the term deposit form at the time of placement of the fixed deposit or anytime subsequently during the term/tenure of the deposit, then the premature withdrawal may be allowed as per mandate.
      - b. If the mandate in favor of surviving joint depositor is NOT available in the term deposit form at the time of placement of the fixed deposit or anytime subsequently during the term/tenure of the deposit, then the premature withdrawal may be allowed based on bond of indemnity (Annexure I-C) by legal heirs.

In the event of death of all the deposit holders, the nominee(s) can seek premature termination of the fixed deposit as per the terms of contract and against valid documentation.

2. **Without nomination:** In the event of death of one of the joint accountholders, the term deposit can continue till the maturity along with the other survivors. However, if withdrawn on maturity, the payment will be made to the survivor(s) subject to the provision of documentation as mentioned below (Documents - without Nomination/ without survivorship clause).

In the event of death of both/all the joint accountholders, the balance outstanding will be paid jointly to the legal heir(s) (or any one of them as mandated by all the legal heirs) subject to the provision of documentation as mentioned below (Documents - without Nomination/ without survivorship clause).

**Premature Termination** In the event of death of one (or more but not all) of the joint accountholders, premature termination will be permitted against joint request of the survivor(s) **as per the terms of contract and against valid documentation.**

- a. If the mandate in favor of surviving joint depositor is available in the term deposit form at the time of placement of the fixed deposit or anytime subsequently during the term/tenure of the deposit, then the premature withdrawal may be allowed as per mandate.
- b. If the mandate in favor of surviving joint depositor is NOT available in the term deposit form at the time of placement of the fixed deposit or anytime subsequently during the term/tenure of the deposit, then the premature withdrawal may be allowed based on bond of indemnity (Annexure I-C) by legal heirs.

In the event of death of all the deposit holders, the nominee can seek premature termination of the fixed deposit as per the terms of contract and against valid documentation.

In the event of death of all the deposit holders, premature termination of the fixed deposit can be allowed against joint request by all legal heirs (or any one of them as mandated by all the legal heirs) as per the terms of contract and against valid documentation.

iii. **Locker hirer operated (Either or survivor/anyone or survivor) (as per terms of contract of locker hire)**

1. **With nomination:** In the event of death of one of the locker hirers, access to the locker may be given only to survivor subject to the provision of documents as mentioned below (Documents - Safe Deposit Lockers with Nomination/ survivorship clause).

In the event of death of both or all the joint locker hirer(s), access to the locker may be given to the applicable nominee as per the successive scheme of nomination registered by the customer in Bank records subject to the provision of documents (Documents - Safe Deposit Lockers with Nomination/ survivorship clause).

Post receipt of the prescribed documents and being satisfied to the genuineness of the claim, the branch to correspond with the nominee/ survivor(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker. The same shall be undertaken in the presence of the nominee and/or survivor(s) and/ or their authorized representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations and recorded as per the inventory form. The bank shall then hand over the possession of the contents of the locker to the nominee/ survivor(s)/ the person competent to receive the contents on behalf of the minor, as the case may be, and obtain an acknowledgment, that all the contents in the locker of the deceased hirer(s) have been removed and the locker is empty, and they have no objection to allotment of the locker to any other locker hirer as per norms of the bank.

2. **Without nomination** in the event of death of one of the joint accountholders, the access may be given to the survivor(s) subject to the provision of documentation as mentioned below (Documents - Safe Deposit Lockers without Nomination/ without survivorship clause).

In the event of death of both/all accountholders, access to the said locker may be given jointly to the legal heirs of all the deceased hirers (or the executor/administrator if appointed) subject to the provision of documentation as mentioned below (Documents - Safe Deposit Lockers without Nomination/ without survivorship clause). Post receipt of the prescribed documents and being satisfied to the genuineness of the claim, the branch to correspond with the claimant(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker, in the presence of all claimant(s) or their duly authorized representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations. Valuation of the contents of the safe deposit locker shall be carried out by an independent valuer and recorded in the Bond of Indemnity as given in Annexure I-H. The claimant(s) or their duly authorized representative(s) may remove the contents of the locker subsequent to submission of the Bond of Indemnity. Bond of Indemnity shall not be required to be given in cases of claims settled on the basis of legal documents such as Probate of Will or Succession Certificate or Letter of Administration or Court order/ decree, etc.

- XI. Splitting of term deposit:** If, on request from the claimant(s), the Bank agrees to split the amount of term deposit and issue 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.

- XII. Settlement of claims - Loan:**

In the event of death of the borrower(s) during the continuance of this agreement, (i) the borrower(s)'s estate, effects, heirs, executors, administrators and legal representatives will jointly and/or severally continue to be bound by this agreement, (ii) the borrower(s)'s estate, effects, heirs, executors, administrators and legal representatives will jointly and/or severally continue to be liable for full repayment of all the monies payable and/or due hereunder by the borrower(s), and (iii) the Bank shall have the right to terminate the facility and/or recall all or any portion of the facility balance.

- **In case of gold loan,** the Branch shall on receipt of information of the death of the Borrower, calculate the amount outstanding as on date. When the legal heirs/claimants approach bank for return of the articles pledged by the Borrower during his lifetime, the branch shall inform the legal heirs in writing the amount due as on date plus the interest to accrue till payment is received. The branch shall also inform the legal heirs/claimants that if they do not settle the loan account by paying the outstanding within 15 days of receipt of such notice, Bank will take suitable action for disposal of the pledged articles for recovery of its dues as per rules. Even if the legal heirs do not come forward to take back the articles, Branch should send such an intimation to legal heirs.

- XIII. Facilitating deceased claims if deceased had purchased Mutual funds through online or offline mode with the Bank**

Considering the Bank is distributor to various asset management companies (AMC) and document required for settlement of claim of various AMC could be different. In addition, there could be ongoing change in the document to settle claim of mutual fund holding by various AMCs therefore the Bank would request the claimant to contact

the Branch staff who would further assist the claimant depending on the holding held in various AMC. For convenience, the customer should carry the following:

- Bank Mandate i.e. details such as savings a/c, account no, name of the accountholder, Branch on letterhead of bank and Cancelled cheque copy/ copy of passbook/ latest bank statement.
- Original/ notarized copy of Death Certificate.
- PAN Card.
- Proof of Identity and Proof of Address
- Passport (mandatory for NRI).
- Death Certificate.

**XIV.** The Bank staff would advise to the claimant depending upon the AMC where deceased had held mutual fund holding on the Indemnity Bond/Affidavit on stamp paper of different amount depending on the AMC. The Indemnity bond has to be (Notarized - with 2 or more witnesses' details along with the name and address).

**XV. Documents:**

**a. Documents - with nomination/ survivorship clause**

• **Deposit accounts with nomination/ survivorship clause**

- Claim Form (Refer Annexure I-A for format)
  - Should be filled and authorized by the claimant(s) / nominees as per the nomination scheme opted by the deceased customer(s)
  - If the claim is being raised by a **successive** nominee other than first in order, death certificate of the higher order nominee(s) also to be obtained.
  - **Note:** In case of successive nomination, if all the four(4) nominees die prior to receiving the deposit from the bank, the nomination **shall become ineffective**. Claim to be processed in accordance with the provisions & documentation applicable for accounts without nominee clause
  - In case of simultaneous nomination, if any nominee dies prior to receiving the deposit from the bank, the nomination in respect of such nominee **alone shall become ineffective**. Percentage share of claims favoring such a nominee to be processed in accordance with the provisions & documentation applicable for accounts without nominee clause.
- **Death certificate** of the deceased customer
  - For missing person:
    - If the amount of claim is  $\geq ₹ 2$  lacs: a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate
    - If the amount of claim is  $< ₹ 2$  lacs: FIR (missing report) and the non-traceable report issued by police authorities.
    - Letter of indemnity for settlement of deceased claim of missing persons (Annexure IV)
- Officially valid document of the claimant(s) towards verifying his/ her identity and address

• **Lockers with nomination / survivorship clause**

- Claim Form (**Refer Annexure I-A for format**)
  - If the claim is being raised by a **successive** nominee other than first in order, death certificate of the higher order nominee(s) also to be obtained.
- **Death Certificate.** The photocopy should be original sighted by the Bank Officer.
  - For missing person:
    - If the amount of claim is  $\geq ₹ 2$  lacs: a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate

- If the amount of claim is <₹ 2 lacs: FIR (missing report) and the non-traceable report issued by police authorities.
- Letter of indemnity for settlement of deceased claim of missing persons (Annexure IV)

- Officially valid document of the claimant(s) towards verifying his/ her identity and address.
- Inventory listing in the presence of the nominee(s) and two witnesses. **(Refer Annexure I-F for safe deposit lockers/ Annexure I-G for Articles in safe custody)**

**Note:** Succession Certificate, Letter of Administration, Probate of Will, etc., or Bond of indemnity from the nominee(s)/ survivor(s) may be obtained if any discrepancy is observed in nomination

**b. Documents - without nomination /without survivorship clause**

- i. **Simplified procedure for settlement of claims** would be applicable for cases without will, no contesting claim and no order from a competent court in the knowledge of the bank, restraining the claimant(s) from receiving nor the bank from making the payment.

• **Deposit accounts without nomination/without survivorship clause (claim amt ≤₹15 lacs)**

- Claim Form **(Refer Annexure I-B for format)**
- Death Certificate.
  - For missing person:
    - If the amount of claim is ≥₹ 2 lacs: a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate
    - If the amount of claim is <₹ 2 lacs: FIR (missing report) and the non-traceable report issued by police authorities.
    - Letter of indemnity for settlement of deceased claim of missing persons (Annexure IV)
- Officially valid document of the claimant(s) towards verifying his/ her identity and address
- Bond of Indemnity (Refer Annexure I-C for format)
- Letter of disclaimer/ no objection, as given in Annexure I-D, from non-claimant legal heir(s), if applicable;
- Legal Heir Certificate issued by a competent authority;

OR

Declaration, as given in Annex I-E, regarding the legal heir(s) of the deceased depositor(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

- No bond of surety from a third-party to be obtained

• **Deposit accounts without nomination/without survivorship clause (claim amt > ₹15 lacs)**

- Claim Form **(Refer Annexure I-B for format)**
- Death Certificate.
  - For missing person:
    - If the amount of claim is ≥₹ 2 lacs: a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate
    - If the amount of claim is <₹ 2 lacs: FIR (missing report) and the non-traceable report issued by police authorities.
    - Letter of indemnity for settlement of deceased claim of missing persons (Annexure IV)
- Officially valid document of the claimant(s) towards verifying his/ her identity and address
- Succession Certificate

OR

Legal Heir Certificate issued by a competent authority + Bond of Indemnity/Surety (Annexure I-C ) + Letter of disclaimer/ no objection, as given in Annexure I-D, from non-claimant legal heir(s), if applicable.

OR

Affidavit, as given in Annexure I-E (sworn before a Notary Public/ Judge/ Judicial Magistrate regarding the legal heir(s) of the deceased depositor, by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank) + Bond of Indemnity/ Surety (Annexure I-C ) from third-party individuals (may include non-claimant legal heir(s) who are acceptable to the bank.

**ii. Settlement of claims not falling under simplified procedure:**

- Claims involving 'Will' without any dispute
  - Claim Form (Refer Annexure I-B for format)
  - Death Certificate.
    - For missing person:
      - If the amount of claim is  $\geq ₹ 2$  lacs: a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate
      - If the amount of claim is  $< ₹ 2$  lacs: FIR (missing report) and the non-traceable report issued by police authorities.
      - Letter of indemnity for settlement of deceased claim of missing persons (Annexure IV)
  - Officially valid document of the claimant(s) towards verifying his/ her identity and address
  - Probate of Will/ Letter of Administration

OR

- Will + Bond of Indemnity/ surety (Annexure I-C)
- Approval from Corporate legal team

- Cases involving contesting claims/ dispute
  - Claim Form (Refer Annexure I-B for format)
  - Death Certificate.
    - For missing person:
      - If the amount of claim is  $\geq ₹ 2$  lacs: a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate
      - If the amount of claim is  $< ₹ 2$  lacs: FIR (missing report) and the non-traceable report issued by police authorities.
      - Letter of indemnity for settlement of deceased claim of missing persons (Annexure IV).
  - Officially valid document of the claimant(s) towards verifying his/ her identity and address
  - Probate of Will or Letter of Administration or Succession Certificate or Court order/ decree, as applicable
  - Approval from Corporate legal team

**Note:** Where there is an order from a Court restraining the bank from making the payment, the claim shall not be entertained during the period the order is in force. The settlement of claim shall be considered based on subsequent Court order to that effect

- No bond of surety shall be insisted from a third party

- **Safe Deposit Lockers without Nomination/ without survivor clause**

**i. Settlement of claims falling under the simplified procedure (No will & no dispute amongst the legal heir(s)/ claimant(s)):**

- Claim Form (Refer Annexure I-B for format)
- Death Certificate. The photocopy should be original sighted by the Bank Officer.
  - For missing person:
    - If the amount of claim is  $\geq ₹ 2$  lacs: a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate
    - If the amount of claim is  $< ₹ 2$  lacs: FIR (missing report) and the non-traceable report issued by police authorities.
    - Letter of indemnity for settlement of deceased claim of missing persons (Annexure IV).
- Officially valid document of the claimant(s) towards verifying his/ her identity and address.
- Letter of disclaimer/ no objection, as given in Annexure I-D, from non-claimant legal heir(s), if applicable
- Legal Heir Certificate issued by a competent authority or Affidavit, as given in Annex I-E, sworn before a Notary Public/ Judge/ Judicial Magistrate regarding the legal heir(s) of the deceased locker hirer(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank
- Inventory listing in the presence of the legal heirs/mandate holder and two witnesses. (Refer Annexure I-F for safe deposit lockers/ Annexure I-G for Articles in safe custody)
- Valuation of contents by independent valuer through Bond of indemnity (Annexure I-H)

**ii. Settlement of Claims not falling under the Simplified Procedure**

Claims involving 'Will' without any dispute

- Claim Form (Refer Annexure I-B for format)
- Death Certificate.
  - For missing person:
    - If the amount of claim is  $\geq ₹ 2$  lacs: a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate
    - If the amount of claim is  $< ₹ 2$  lacs: FIR (missing report) and the non-traceable report issued by police authorities.
    - Letter of indemnity for settlement of deceased claim of missing persons (Annexure IV)
- Officially valid document of the claimant(s) towards verifying his/ her identity and address
- Probate of Will/ Letter of Administration

OR

Will + Letter of disclaimer/ no objection, as given in Annexure I-D, from non-claimant legal heir(s), if applicable

- Legal Heir Certificate issued by a competent authority or Affidavit, as given in Annex I-E, sworn before a Notary Public/ Judge/ Judicial Magistrate regarding the legal heir(s) of the deceased locker hirer(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank
- Approval from Corporate legal team

**i. Cases involving contesting claims/ dispute**

- Claim Form (Refer Annexure I-B for format)
- Death Certificate.
  - For missing person:
    - If the amount of claim is  $\geq ₹ 2$  lacs: a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate

- If the amount of claim is <₹ 2 lacs: FIR (missing report) and the non-traceable report issued by police authorities.
- Letter of indemnity for settlement of deceased claim of missing persons (Annexure IV)
  - Officially valid document of the claimant(s) towards verifying his/ her identity and address
  - Probate of Will or Letter of Administration or Succession Certificate or Court order/ decree, as applicable
  - Approval from Corporate legal team

#### **Annexures:**

| Reference number | Title of annexure                                                                                                                     |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Annexure I-A     | Application form for cases <u>with</u> nomination OR cases <u>with</u> Joint account with survivorship clause                         |
| Annexure I-B:    | Application form for cases <u>other than</u> nomination OR cases <u>other than</u> joint account with survivorship clause             |
| Annexure I-C     | Bond of indemnity/ surety                                                                                                             |
| Annexure I-D     | Letter of disclaimer/ no objection                                                                                                    |
| Annexure I-E     | Declaration/ affidavit                                                                                                                |
| Annexure I-F     | Form of Inventory of Contents of Safe Deposit Locker                                                                                  |
| Annexure I-G     | Form of Inventory of Articles left in Safe Custody                                                                                    |
| Annexure I-H     | Bond of indemnity with respect to delivery of contents of safe deposit locker/ articles kept in safe custody by the deceased customer |
| Annexure II      | Acknowledgement from claimant for receipt of funds                                                                                    |
| Annexure III     | Incomplete/ discrepant deceased claim settlement request received from claimant                                                       |
| Annexure IV      | Letter of indemnity for settlement of deceased claim of missing persons                                                               |
| Annexure V       | Declaration for updation of taxable CIF (with PAN)                                                                                    |
| Annexure VI      | Indemnity from legal heirs for collection of property papers                                                                          |
| Annexure VII     | Indemnity from simultaneous nominee for part settlement                                                                               |



**Annexure I-A: Application form for settlement of claim in deposit accounts/ Release of contents of safe deposit lockers/ Return of articles in safe custody kept by deceased customer (cases with nomination OR cases with Joint account with survivorship clause)**

**To** **Date:**

The Branch Manager,  
AU Small Finance Bank Limited  
\_\_\_\_\_ Branch

**Dear Sir/ Madam,**

I/ We \_\_\_\_\_ (Nominee(s)/ Survivor(s)) hereby declare that I am/ we are the \*Nominee(s)/ Survivor(s)/ appointed as Guardian of a Minor Nominee/ Survivor in the \*Deposit Accounts/ Safe Deposit Lockers/ Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of Deceased/ Missing Customer) who \*expired on \_\_\_\_\_/ is missing/ not traceable since \_\_\_\_\_.

**I/ We furnish below the required information about the deceased customer:**

- (a) Date and Place of Death \_\_\_\_\_
- (b) Details of Death Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ Authority \_\_\_\_\_ (copy enclosed). (Originals to be produced for verification)
- (c) Age (as on the date of death): \_\_\_\_\_ Yrs.
- (d) Marital Status (as on the date of death): Married / Unmarried/ Widow(er)
- (e) Address: \_\_\_\_\_  
City/ District: \_\_\_\_\_ PIN: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_.

I/ We, therefore, submit my/ our Claim as Nominee(s)/ Survivor(s)/ Guardian on behalf of Minor Nominee/ Survivor for \*payment of the balance with accrued interest in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

**Deposit accounts:**

| S.N.  | Nature of Deposits<br>(SB/ CA/ TD, etc.) | Account No. | Amount | Date of Maturity<br>(in case of TD) |
|-------|------------------------------------------|-------------|--------|-------------------------------------|
|       |                                          |             |        |                                     |
|       |                                          |             |        |                                     |
|       |                                          |             |        |                                     |
|       |                                          |             |        |                                     |
| Total |                                          |             |        |                                     |

**Safe Deposit Locker No.** \_\_\_\_\_ **Mode of Holding:** \_\_\_\_\_  
**Details of Articles (if known):** \_\_\_\_\_

**Safe Custody Article Receipt No.** \_\_\_\_\_  
**Details of Articles (if known):** \_\_\_\_\_

**Details of Nominee(s)/ Survivor(s):** I/ We request the bank to transfer the balance payable (after making the required adjustments, set off, if any) in deposit accounts of the deceased to the account(s) given below **or issue a demand draft**

| SN | Detail of nominee(s)/ survivor(s) |         | Mobile number / e-mail address | DOB | Select anyone nominee/ survivor for claim related communication | Bank details                                                                                   |
|----|-----------------------------------|---------|--------------------------------|-----|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------|
|    | Name                              | Address |                                |     |                                                                 |                                                                                                |
| 1  |                                   |         |                                |     | Mobile ( )<br>e-mail ( )                                        | Bank name: _____<br>Account no: _____<br>IFSC: _____<br>Demand draft: <input type="checkbox"/> |
| 2  |                                   |         |                                |     | Mobile ( )<br>e-mail ( )                                        | Bank name: _____<br>Account no: _____<br>IFSC: _____<br>Demand draft: <input type="checkbox"/> |
| 3  |                                   |         |                                |     | Mobile ( )<br>e-mail ( )                                        | Bank name: _____<br>Account no: _____<br>IFSC: _____<br>Demand draft: <input type="checkbox"/> |
| 4  |                                   |         |                                |     | Mobile ( )<br>e-mail ( )                                        | Bank name: _____<br>Account no: _____<br>IFSC: _____<br>Demand draft: <input type="checkbox"/> |

**Note:** Copy of cancelled cheque/ copy of passbook/ latest bank statement to support Bank details to be attached

We request the bank to \*release the contents of safe deposit lockers/ return the articles in safe custody to the following persons:

| S.N. | Detail of nominee(s)/ survivor(s) |         | Mobile number | Email address |
|------|-----------------------------------|---------|---------------|---------------|
|      | Name                              | Address |               |               |
|      |                                   |         |               |               |

For the minor nominee(s)/ survivor(s), name of such nominee(s)/ survivor(s) and his/ her natural/ legal guardian are given below:

| S.N. | Name of the Minor Nominee(s)/ Survivor(s) | DOB | Name of the Guardian | Relationship with Minor | Address of the Guardian | Mobile number and email address of the guardian |
|------|-------------------------------------------|-----|----------------------|-------------------------|-------------------------|-------------------------------------------------|
|      |                                           |     |                      |                         |                         |                                                 |
|      |                                           |     |                      |                         |                         |                                                 |
|      |                                           |     |                      |                         |                         |                                                 |
|      |                                           |     |                      |                         |                         |                                                 |

I/ We undertake that:

- I/ We shall hold/ receive the aforesaid amount/ articles in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.
- The aforesaid \*accounts/ safe deposit locker/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us from claiming or the bank from settling the claim in my/ our favor or otherwise.
- I/ We authorize the bank to exercise its right to lien and set off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased or any other dues payable to the bank, from the balance held by the Deceased in the aforementioned account(s).
- I/ We have submitted all the belongings of the account held in the name of deceased customer to the bank/destroyed the same.

I/ We have attached the following documents for the purpose of settlement of my/ our claim:

- ☐ Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)
- ☐ Officially Valid Document in support of the identity and address of the Nominee(s)/ Survivor(s) making the claim.



The facts stated above are true and correct to the best of my/ our knowledge and belief.

Name and signature of the \*nominee(s)/ survivor(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:

| S.N. | Name of nominee(s)/ survivor(s)/ guardian of minor nominee | Signature/ thumb impression |
|------|------------------------------------------------------------|-----------------------------|
|      |                                                            |                             |
|      |                                                            |                             |
|      |                                                            |                             |

Name and address of witness (in case of claimant(s) placing the thumb impression):

| S.N. | Name | Address | Signature |
|------|------|---------|-----------|
|      |      |         |           |

- **In the case of joint account**

I/We request you to delete the name of deceased person and continue the locker/CASA in my/our name(s) with same mandate of operations. I/We request you to continue the TD<sup>s</sup> with same mandate of operations.

**<sup>\$</sup>Revised TD maturity instruction (if applicable):**

- ☐ Credit my / our AU Bank account number on maturity

[illegible]

- ☐
- Credit my other Bank account (RTGS/NEFT\*)

[illegible]

Bank Name: \_\_\_\_\_

IFSC

[illegible]

## - Bank use section

Received from \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

**Type of claim:** ☐ Survivorship ☐ Successive nomination ☐ Simultaneous nomination

Service Instruction no. \_\_\_\_\_ Customer ID \_\_\_\_\_ UCIC \_\_\_\_\_

Branch code &amp; name \_\_\_\_\_

| <b>Service staff authorization</b>                                                                                                                                                                             | <b>BOSM/BM authorization</b>                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| I confirm that I have personally met the claimant(s) and the claimant(s) have signed the form and supporting documents in my presence, all photocopies submitted by claimant(s) are verified against originals | All the documents, details submitted by claimant have been found appropriate, I authorize the submission of the claim to CPC for further processing. |
| Date & time :                                                                                                                                                                                                  | Date & time :                                                                                                                                        |
| Emp ID:                                                                                                                                                                                                        | Emp ID:                                                                                                                                              |
| Signature with branch stamp:                                                                                                                                                                                   | Signature with branch stamp:                                                                                                                         |



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**AU SMALL FINANCE BANK LIMITED- FINAL CUSTOMER ACKNOWLEDGMENT FOR DECEASED CLAIM**

Received from \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Account Nos \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_

Service Instruction No. \_\_\_\_\_ Service Instruction Details \_\_\_\_\_

\_\_\_\_\_  
Branch name & stamp                      Date                      Emp ID & Sign of Branch official

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**AU SMALL FINANCE BANK LIMITED- INTERIM CUSTOMER ACKNOWLEDGMENT FOR DECEASED CLAIM**

Received from \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Account Nos \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_

List of documents received:                      List of documents pending:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Branch name & stamp                      Date                      Emp ID & Sign of Branch official

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**Annexure I-B: Application form for settlement of claim in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer (cases other than nomination OR cases other than joint account with survivorship clause)**

**To** \_\_\_\_\_ **Date:** \_\_\_\_\_

The Branch Manager,  
AU Small Finance Bank Limited  
\_\_\_\_\_ Branch

Dear Sir/ Madam,

**Claim for payment of balances in the \*deposit accounts/ release of contents of safe deposit locker/ return of articles in safe custody kept by shri/ smt./ kum. \_\_\_\_\_ (name of deceased/ missing customer)**

I/ We \_\_\_\_\_ (Claimant(s)) hereby declare that I am/ we are the claimant(s) in the \*Deposit Accounts/ Safe Deposit Locker/ Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of Deceased/ Missing Customer) who \*expired on \_\_\_\_\_/ is missing/ not traceable since \_\_\_\_\_.

I/ We furnish below the required information about the deceased customer:

- **Date and place of death:** \_\_\_\_\_
- **Details of death certificate No.** \_\_\_\_\_ **dated** \_\_\_\_\_ **Authority** \_\_\_\_\_ (copy enclosed). (Original to be produced for verification)
- **Age:** \_\_\_\_\_ Yrs.

- **Marital Status:** Married / Unmarried/ Widow(er)
- **Address:** \_\_\_\_\_
- **City/ District:** \_\_\_\_\_ **PIN:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Country:** \_\_\_\_\_
- **Religion:** \_\_\_\_\_
- **Mention which law of succession is applicable** \_\_\_\_\_ (Hindu, Mohammedan, etc.)
- **Name, Relation & DOB of the legal heir(s) of the deceased:**

| SN | Name & Address | DOB | Relation | Mobile Number | email address | Select anyone legal heir for claim related communication | Whether signing letter of disclaimer/ no objection (Yes/ no) |
|----|----------------|-----|----------|---------------|---------------|----------------------------------------------------------|--------------------------------------------------------------|
|    |                |     |          |               |               | Mobile ( )<br>e-mail ( )                                 |                                                              |
|    |                |     |          |               |               | Mobile ( )<br>e-mail ( )                                 |                                                              |
|    |                |     |          |               |               | Mobile ( )<br>e-mail ( )                                 |                                                              |

- In case of minor legal heir(s), details of Natural Guardian/ Legal Guardian:

| S.N. | Name of the Minor Legal Heir | Date of Birth | Name of the Guardian | Relationship with Minor | Address of the Guardian | Mobile Number and Email address of the Guardian |
|------|------------------------------|---------------|----------------------|-------------------------|-------------------------|-------------------------------------------------|
|      |                              |               |                      |                         |                         |                                                 |
|      |                              |               |                      |                         |                         |                                                 |
|      |                              |               |                      |                         |                         |                                                 |

**Type of claim:** ☐ Without nomination ☐ Jointly operated account

I/ We, therefore, submit my/ our Claim for \*payment of the balance with accrued interest in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

**Deposit Accounts:**

| S.N. | Nature of Deposits (SB/ CA/ TD, etc.) | Account No. | Amount | Date of Maturity (in case of TD) |
|------|---------------------------------------|-------------|--------|----------------------------------|
|      |                                       |             |        |                                  |
|      |                                       |             |        |                                  |
|      |                                       |             |        |                                  |

Safe Deposit Locker No. \_\_\_\_\_ Mode of Holding: \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

Safe Custody Article Receipt No. \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

I/ We undertake that

I/ We shall hold/ receive the aforesaid amount/ payment in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.

(ii) The aforesaid \*accounts/ safe deposit lockers/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us from claiming or the bank from settling the claim in my/ our favour or otherwise.

(iii) I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased customer or any other dues payable to the bank, from the balance held by the Deceased customer in the aforementioned account(s).

(iv) To indemnify and hold the bank harmless against any claims, suits, legal proceedings by any legal heirs, executors, administrators, legal representatives, arising out of/ in connection with the settlement of this deceased claim in accordance to this request letter.

I/ We declare that

**(Select the applicable option)**

☐ there is **no** Will left behind by the Deceased to the best of my/ our knowledge and belief.

☐ The Will submitted by me/ us is the last Will left behind by the Deceased and the same is not the subject matter of any dispute.

I/ We lodge my/ our claim for the above \*balance with accrued interest/ safe deposit locker/ articles in safe custody of the above-named deceased in terms of:

**(Select the applicable option)**

☐ Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ (copy enclosed). The Will has neither been Probated nor has any Letter of Administration been obtained with respect to the same.

☐ Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ and a probate granted by the court of \_\_\_\_\_ located at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

☐ Letter of Administration No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ at \_\_\_\_\_ (copy enclosed).

☐ Succession Certificate dated \_\_\_\_\_ granted by the Court of \_\_\_\_\_ located at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

☐ Court decree dated \_\_\_\_\_ issued by the Court of \_\_\_\_\_ located at \_\_\_\_\_ (copy enclosed).

☐ Legal Heir Certificate granted by \_\_\_\_\_ at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

☐ Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased depositor (copy enclosed).

I/ We request the bank to transfer the balance payable (after making the required adjustments, set-off, if any) to the account of claimant(s) given below:

| S.N. | Name of Claimant | Bank Name | Branch Details | Account number | IFSC | Demand Draft             |
|------|------------------|-----------|----------------|----------------|------|--------------------------|
|      |                  |           |                |                |      | <input type="checkbox"/> |
|      |                  |           |                |                |      | <input type="checkbox"/> |
|      |                  |           |                |                |      | <input type="checkbox"/> |

**For the minor claimant(s), name of such claimant(s) and his/ her natural/ legal guardian are given below:**

| S.N. | Name of the Minor Claimant(s) | Date of Birth | Name of the Guardian | Relationship with Minor |
|------|-------------------------------|---------------|----------------------|-------------------------|
|      |                               |               |                      |                         |
|      |                               |               |                      |                         |
|      |                               |               |                      |                         |

I/ We request the bank to \* release the contents of safe deposit lockers/ return the articles in safe custody to the following persons:

| S.N. | Name of Claimant |
|------|------------------|
|      |                  |
|      |                  |
|      |                  |

I/ We have attached the following documents for the purpose of settlement of my/ our claim (select the applicable documents):

- ☐ \*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)
- ☐ Officially Valid Document<sup>3</sup> in support of the identity and address of the Claimant(s) making the claim.
- ☐ Will/ Probate of Will



- ☐ Letter of Administration
- ☐ Succession Certificate
- ☐ Court Decree/ order
- ☐ Legal Heir Certificate
- ☐ Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased customer
- ☐ Bond of indemnity signed by Claimant(s)
- ☐ Bond of indemnity/ surety signed by Third Party(ies)
- ☐ Letter of disclaimer/ no objection from non-claimant legal heir(s)

The facts stated above are true and correct to the best of my/ our knowledge and belief.

Name and signature of the claimant(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:

| S.N. | Name of the Claimant/ Guardian of Minor Claimant | Signature/ Thumb impression |
|------|--------------------------------------------------|-----------------------------|
|      |                                                  |                             |
|      |                                                  |                             |
|      |                                                  |                             |

Name and address of witness (in case of claimant(s) placing the thumb impression):

Signature of witness:

\*(Delete whichever is not applicable)

Note 1: AU 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 Document in case there are disputes among legal heirs and all of them do not join in indemnifying the bank, or give Letter of Disclaimer/ No Objection, or where the bank has reasonable doubt about the genuineness of the claimant(s) being the only heirs of the deceased customer. The bank shall duly advise the claimant(s) in such cases.

2: In case the bank receives multiple claims from legal heirs of the deceased or in cases where there are inter se disputes amongst the legal heirs or a third party produces Will of the deceased, the bank shall not settle the claim unless the concerned party produces an Order/ Decree from Competent Court or Probate of the Will (as may be applicable), till such time the claim shall be kept on hold/ pending.

#### Bank use section

Received from \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

**Type of claim:** ☐ Survivorship ☐ Successive nomination ☐ Simultaneous nomination

Service Instruction no. \_\_\_\_\_ Customer ID \_\_\_\_\_ UCIC \_\_\_\_\_

Branch code & name \_\_\_\_\_

| Service staff authorization                                                                                                                                                                                    | BOSM/BM authorization                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| I confirm that I have personally met the claimant(s) and the claimant(s) have signed the form and supporting documents in my presence, all photocopies submitted by claimant(s) are verified against originals | All the documents, details submitted by claimant have been found appropriate, I authorize the submission of the claim to CPC for further processing. |
| Date & time :                                                                                                                                                                                                  | Date & time :                                                                                                                                        |
| Emp ID:                                                                                                                                                                                                        | Emp ID:                                                                                                                                              |
| Signature with branch stamp:                                                                                                                                                                                   | Signature with branch stamp:                                                                                                                         |



|  |  |
|--|--|
|  |  |
|--|--|

**AU SMALL FINANCE BANK LIMITED- FINAL CUSTOMER ACKNOWLEDGMENT FOR DECEASED CLAIM**

Received from \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Account Nos \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_

Service Instruction No. \_\_\_\_\_ Service Instruction Details \_\_\_\_\_

|                     |       |                                  |
|---------------------|-------|----------------------------------|
| _____               | _____ | _____                            |
| Branch name & stamp | Date  | Emp ID & Sign of Branch official |

**AU SMALL FINANCE BANK LIMITED- INTERIM CUSTOMER ACKNOWLEDGMENT FOR DECEASED CLAIM**

Received from \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Account Nos \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_

List of documents received: List of documents pending:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

|                     |       |                                  |
|---------------------|-------|----------------------------------|
| _____               | _____ | _____                            |
| Branch name & stamp | Date  | Emp ID & Sign of Branch official |



### Annexure I-C: BOND OF INDEMNITY/ SURETY\*

(To be duly stamped as per the Stamp Act applicable to the State)  
(For Settlement of Claim in Deposit Accounts of Deceased Customer without production of Legal Documents)

The Branch Manager

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

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

IN CONSIDERATION of your paying or agreeing to pay us,  
(Mention here the name of the claimant(s))

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

the sum of Rupees \_\_\_\_\_ standing at the \*\*credit of following deposit accounts with your bank in the name of Shri/ Smt./ Kum. \_\_\_\_\_ since deceased, without production of a Court Order or Probate of Will or Letter of Administration or a Succession Certificate to his/ her estate:

| S.N.  | Nature of Deposits<br>(SB/ CA/ TD, etc.) | Account No. | Amount | Date of Maturity<br>(in case of TD) |
|-------|------------------------------------------|-------------|--------|-------------------------------------|
|       |                                          |             |        |                                     |
|       |                                          |             |        |                                     |
|       |                                          |             |        |                                     |
|       |                                          |             |        |                                     |
| Total |                                          |             |        |                                     |

We, \_\_\_\_\_, do hereby for

(Mention here the Name of the \*\*claimant(s)/ surety(ies))

ourselves and our heirs, legal representatives, executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you, the bank, its officers/ Directors, and its successors and assignees 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 the said sum to the claimant(s) as aforesaid.

SIGNED AND DELIVERED by the above named

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**(Heir(s)/ claimant(s) of the deceased customer)**

Signed and delivered by the above named on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

\*SIGNED AND DELIVERED by the above named

1. \_\_\_\_\_
2. \_\_\_\_\_

**(Sureties)**

Signed and delivered by the above named on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

\* Surety is applicable only in case of claims above the threshold limit.

\*\* (Delete whichever is not applicable)

## Opinion Report on Surety

### A. Details to be furnished by the surety

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

I confirm that all the statements made by me in this application are true and correct to the best of my knowledge and belief.  
Place:

Date:

Signature  
(Surety)

---

### B. Remarks of the Bank Official



## Annexure I-D

### LETTER OF DISCLAIMER/ NO OBJECTION

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

The Branch Manager

\_\_\_\_\_ Bank  
\_\_\_\_\_ Branch

Dear Sir,

Details of deposit account(s)/ safe custody articles/ safe deposit locker in the name of Shri/ Smt./ Kum. \_\_\_\_\_ since deceased are as follows:

#### a. Deposit Accounts

| S.N.  | Nature of Deposits<br>(SB/ CA/ TD, etc.) | Account No. | Amount | Date of Maturity<br>(in case of TD) |
|-------|------------------------------------------|-------------|--------|-------------------------------------|
|       |                                          |             |        |                                     |
|       |                                          |             |        |                                     |
|       |                                          |             |        |                                     |
|       |                                          |             |        |                                     |
| Total |                                          |             |        |                                     |

b. Safe Deposit Locker No. \_\_\_\_\_ Mode of Holding: \_\_\_\_\_

c. Safe Custody Article Receipt No. \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

2. With reference to the above account(s)/ safe deposit locker/ safe custody articles, I/ We, the legal heirs of Shri/ Smt./ Kum. \_\_\_\_\_ (Name of deceased customer), have to advise that we have no interest in the above deposits/ assets and as such we have no objection to your paying the \*balance amount in the above account(s)/ releasing the contents in safe deposit locker/ returning the safe custody articles lying with you in the name of the aforesaid Shri/ Smt./ Kum. \_\_\_\_\_ (Name of the deceased customer) to Shri/ Smt./ Kum.:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Such payment of the \*balance in the above account(s)/ release of the contents in safe deposit locker/ return of the safe custody articles would be completely binding on us and we will not question the bank's action in doing so. I/ We undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration made herein.

| S. N. | Name of the Non-claimant Legal Heir(s)<br>(who relinquish their rights) | Age (yrs.) | Signature |
|-------|-------------------------------------------------------------------------|------------|-----------|
|       |                                                                         |            |           |
|       |                                                                         |            |           |
|       |                                                                         |            |           |
|       |                                                                         |            |           |

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

\*(Delete whichever is not applicable)

## Annexure I-E

### DECLARATION/ AFFIDAVIT

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

I, \_\_\_\_\_ S/D/O \_\_\_\_\_  
residing at \_\_\_\_\_

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

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

2. That I know the deceased and his/ her family since the last \_\_\_\_\_ years.

3. That at the time of his/ her 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:

| S.N. | Name | Age (yrs.) | Relationship with the deceased |
|------|------|------------|--------------------------------|
| 1    |      |            |                                |
| 2    |      |            |                                |
| 3    |      |            |                                |
| 4    |      |            |                                |

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

5. That I am informed, and I verily believe that the deceased has left certain \*deposits/ safe deposit locker/ articles in safe custody with the \_\_\_\_\_ Bank \_\_\_\_\_ branch, to which the above-mentioned persons are entitled to claim.

6. That I am 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 my request to make payment of the amount of the deposits and \*deliver the articles in safe deposit locker/ safe custody to the above mentioned persons without requiring production of a grant of legal document to the estate of the deceased from a competent Court by them.

\*Sworn/ solemnly affirmed at this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

(Signature of Declarant)

in the presence of \_\_\_\_\_

**before me**

**Notary Public/ Judge/ Magistrate\*\***

\*(Delete whichever is not applicable)

\*\* The declaration is required to be sworn as an affidavit before a Notary Public/ Judge/ Magistrate only if the claim amount is above the threshold limit.

**Annexure I-F: Form of Inventory of Contents of Safe Deposit Locker**

The following inventory of contents of Safe Deposit Locker No. \_\_\_\_\_ located at \_\_\_\_\_ Branch of \_\_\_\_\_ Bank,

- ☐ hired in her/ his sole name by Shri/ Smt./ Kum. \_\_\_\_\_ (deceased),  
☐ hired jointly by Shri/ Smt./ Kum. (i) \_\_\_\_\_ (deceased)  
(ii) \_\_\_\_\_  
(iii) \_\_\_\_\_

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

| S.N. | Description of contents in Safe Deposit Locker | Other identifying particulars, if any |
|------|------------------------------------------------|---------------------------------------|
| 1.   |                                                |                                       |
| 2.   |                                                |                                       |
| 3.   |                                                |                                       |
| 4.   |                                                |                                       |
| 5.   |                                                |                                       |
| 6.   |                                                |                                       |
| 7.   |                                                |                                       |
| 8.   |                                                |                                       |

For the purpose of inventory, access to the locker was given to the nominee/ survivor/ legal heirs/ beneficiary named in the Will or their duly authorized representative/s:

- ☐ By breaking open the locker under her/ his/ their instructions.  
☐ Who produced the key to the locker

The above inventory was taken in the presence of:

(i) Nominee/ Legal heir/ Beneficiary named in the Will of deceased hirer(s) or their duly authorised representative

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

And

**(ii) Survivors in case of Joint hirers (if applicable)**

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

**(iii) Witness(es)**

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

**(iv) On behalf of Bank**

Custodian:



Shri/ Smt./ Kum. \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

(Signature)

Bank employee other than Custodian:

Shri/ Smt./ Kum. \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

(Signature)

\*(Delete whichever is not applicable)

---

---

#### ACKNOWLEDGEMENT

\*I/We, Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Name of the nominee(s)/ legal heir(s)/ beneficiary named in the Will or their duly authorised representative and  
Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
surviving hirers(if applicable)

hereby acknowledge the receipt of the contents of the safe deposit locker comprised in as set out in the above inventory.  
Further, all the contents in the locker have been removed and the locker is empty, and I/ we have no objection to  
allotment of the locker to any other locker hirer as per norms of the bank.

Shri/ Smt./ Kum. \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

(Signature)

Date and Place \_\_\_\_\_

**Annexure I-G: Form of Inventory of Articles left in Safe Custody**

The following inventory of articles left in safe custody with \_\_\_\_\_ Branch of \_\_\_\_\_ Bank, by Shri/ Smt./ Kum. \_\_\_\_\_ (deceased), under an agreement/ receipt number \_\_\_\_\_ dated \_\_\_\_\_ was taken on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_

| S N | Description of Articles in Safe Custody | Other identifying particulars, if any |
|-----|-----------------------------------------|---------------------------------------|
| 1   |                                         |                                       |
| 2   |                                         |                                       |
| 3   |                                         |                                       |

2. The above inventory was taken in the presence of:

**(i) Nominee or Legal Heir or Person mandated by Nominee (including Minor Nominee)/ Legal Heir**

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

**(ii) Witness(es)**

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

**(iii) On behalf of Bank**

Custodian:

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Bank employee other than Custodian:

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

(Signature)

---

**ACKNOWLEDGEMENT**

\*I, Shri/ Smt./ Kum. \_\_\_\_\_ nominee/ legal heir/ mandate holder

\*We, Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_ legal heirs, and

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_ surviving hirers

hereby, acknowledge the receipt of the articles kept in the safe custody comprised in as set out in the above inventory.

Shri/ Smt./ Kum. \_\_\_\_\_

(Legal Heir/ Mandate Holder)



Shri/ Smt./ Kum. \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

(Signature)

Date and place \_\_\_\_\_

(\*Delete whichever is not applicable)



**Annexure I-H: Bond of indemnity with respect to delivery of contents of safe deposit locker/ articles kept in safe custody by the deceased customer**

(to be submitted in case of claims settled without production of Legal Documents)

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

The Branch Manager

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

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

\_\_\_\_\_

\_\_\_\_\_

(Claimant(s))

| <b>Safe Deposit Locker No./ Safe Custody Article Receipt No.</b> | <b>Details of the articles</b> | <b>Description</b> | <b>Weight</b> | <b>Valuation (to be filled in by the bank)</b> |
|------------------------------------------------------------------|--------------------------------|--------------------|---------------|------------------------------------------------|
|                                                                  |                                |                    |               |                                                |
|                                                                  |                                |                    |               |                                                |

and held in the name of Shri/ Smt./ Kum. \_\_\_\_\_ since deceased, without production of any probate of Will/ succession certificate/ letters of administration/ court order

I/ We \_\_\_\_\_ and \_\_\_\_\_

(Claimant(s))

*do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally undertake and agree to indemnify you, the bank, its officers/ Directors, and its successors and assignees 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 of the deceased from the safe deposit locker/ sealed boxes 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) \_\_\_\_\_

(Claimant(s))



**Annexure II: Acknowledgement from claimant for receipt of funds**

I \_\_\_\_\_ received a sum of Rs. \_\_\_\_\_ in words rupees \_\_\_\_\_ only from AU Small Finance Bank, \_\_\_\_\_ branch through Banker's cheque no. \_\_\_\_\_ dated \_\_\_\_\_ in favour of \_\_\_\_\_ as full and final settlement of my/our claim as legal heir/successor/survivor/nominee of the balance standing in account number(s) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, in the name of deceased Late. \_\_\_\_\_-.

I/We understand that the Bank has only issued the payment considering us as a trustee of the legal heirs of the deceased Late. \_\_\_\_\_ and I/We do not have any other claim from the Bank henceforth.

Name of claimant: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



**Annexure III: Incomplete/ discrepant deceased claim settlement request received from claimant**

Date: «Letter\_Date»

To,  
«NAM\_Claimant\_FULL»  
«TXT\_Claimant\_ADD1»,  
«TXT\_Claimant\_ADD2»,  
«TXT\_Claimant\_ADD3»,

**Subject: Deceased claim settlement for account < Account number>**

Dear «NAM\_Claimant\_FULL»,

**Namaskar!**

We write with reference to your request for deceased claim settlement and wish to inform you that, we have observed a discrepancy in the request / supporting documents.

Hence, we are unable to process the claim for the captioned account due to \_\_\_\_\_ mention reason \_\_\_\_\_ .

We request you to resubmit your request post addressing the above stated discrepancy, along with the copy of this letter at your nearest AU Bank branch.

In case of any query/clarification, please feel free to call us at 1800 1200 1200. You can also write to us at [customercare@aubank.in](mailto:customercare@aubank.in) from your registered E-mail. Also, you can visit our nearest AU Bank branch. We would be delighted to assist you.

Thanking you  
Yours sincerely,

#### **Annexure IV: Letter of indemnity for settlement of deceased claim of missing persons**

##### **UNDERTAKING CUM INDEMNITY** (To be obtained on stamp paper as per state act)

The person(s) detailed in the Schedule below, hereinafter referred to as the Declarant(s), do and each of us doth hereby solemnly affirm, declare and state that:

1. One Mr./Ms. \_\_\_\_\_ (“Account Holder”) is maintaining \_\_\_\_\_ (“Account”) with AU Small Finance Bank Limited at \_\_\_\_\_ Branch (“Bank”).
2. The Account Holder since \_\_\_\_\_ got missing from his place/city of residence and the Declarant(s) had lodged a missing report with \_\_\_\_\_ police station\_\_\_\_. The Police authorities, after considerable search shared a non-traceable report dated\_\_\_\_, with respect to the Account Holder, with the Declarant(s). Copy of the missing report and non-traceable report are annexed to this Undertaking cum Declaration.
3. It has been \_\_\_\_ years since the Account Holder is reported missing and the Declarant(s) have not filed an application, or have filed an application on \_\_\_\_\_, having case no.\_\_\_\_/\_\_\_\_ before the \_\_\_\_\_ at \_\_\_\_ (“Competent Court”) of which the next date of hearing is \_\_\_\_\_, under the relevant provisions of law for expressly declaring the Account Holder as deceased.
4. The Account Holder, as on date, has the class 1 legal heirs as mentioned in the Schedule below.
5. The Account Holder alone was entitled to the amounts lying to the credit of the said Account and no other person had any share, right, title or interest therein or any part thereof. A sum of \_\_\_\_\_ is now lying to the credit of the said Account and forms part of the estate of the Account Holder.
6. In the circumstances aforesaid, the Declarant(s) is/are the only class 1 heirs and legal representatives of the Account Holder, is/are absolutely entitled in equal shares, to the said sum of \_\_\_\_\_.
7. No application has been preferred by the Declarant(s) or any one of the Declarant(s) and/or on behalf of the Declarant(s) or any one of the Declarant(s), nor are the Declarant(s) aware of or have knowledge of any other person who has preferred any application in the court of competent Jurisdiction for grant of representation to the estate of the Account Holder.
8. No estate duty is payable in respect of the estate of the Account Holder.
9. The Declarant(s) has/have not been stopped by any Judicial/Revenue/Government authority from dealing with the estate of the Account Holder or any part thereof.
10. The Declarant(s) do and each of the Declarant(s) both hereby of its own free will and accord and without any undue influence and/or coercion release its representative share/right title and interest in the amount outstanding to the credit of the aforesaid Account in favor of Mr. \_\_\_\_\_ absolutely and do hereby irrevocably authorize the Bank to pay over the amount standing to the credit of the said Account to Mr. \_\_\_\_\_ absolutely.
11. On the basis of the aforesaid representations and declarations, the Declarant(s) request the Bank to close the said Account and pay over the amount, standing to the credit of the said Account to Mr. \_\_\_\_\_, to which the Bank has agreed to do on the following indemnity being given by the Declarant(s).
12. Mr. \_\_\_\_\_ will receive such amounts as trustee(s) on behalf of the Declarant(s), and receipt of the payment of the said sum of ` \_\_\_\_\_ by Mr. \_\_\_\_\_ would constitute a full discharge of the Bank’s obligations in this regard in Declarant(s) favor.
13. In consideration of the Bank having agreed to close the said Account and pay over the amount, lying to the credit of the Account Holder, unto Mr. \_\_\_\_\_ by way of:
  - a. Fund transfer \_\_\_\_\_
  - b. DD issuance \_\_\_\_\_
  - c. RTGS/NEFT \_\_\_\_\_

on the basis of the foregoing representation and without insisting upon our obtaining legal representation to the estate of the Account Holder, the Declarant(s) do hereby jointly and each of us doth hereby severally agree to indemnify and keep indemnified the Bank and its officers against all claims and demands, actions, suits, and proceedings, estate charges and expenses and loss and/or damages that may be made or shall arise and/or accrue against the Bank and/or its officers or any of them by reason of the Bank relying on the missing report of the Account Holder dated \_\_\_\_\_, the non-traceable report \_\_\_\_\_ submitted by the Declarant(s) to the Bank or the application dated \_\_\_\_\_ filed by the Declarant(s) before the Competent Court and the Bank having so closed the said Account and paid over the amount standing to the credit thereof to Mr. \_\_\_\_\_. The Declarant(s) shall pay the amount so demanded by the Bank within 7 (seven) days of receipt of notice from the Bank in this regard.

The courts and tribunals of competent jurisdiction of Jaipur (Rajasthan) shall have exclusive jurisdiction regard to any proceedings relating to this Undertaking cum Indemnity.

Solemnly declared at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ by the within named (to be signed by all Declarant(s))

#### SCHEDULE

| Sr. No | Name of Declarant | Son/Daughter/ Wife of | Communication Address | Relation with Account Holder | Signature |
|--------|-------------------|-----------------------|-----------------------|------------------------------|-----------|
| 1      |                   |                       |                       |                              |           |
| 2      |                   |                       |                       |                              |           |
| 3      |                   |                       |                       |                              |           |
| 4      |                   |                       |                       |                              |           |
| 5      |                   |                       |                       |                              |           |

| Sr. no. | Name of Witness | Son/Daughter/ Wife of | Communication Address | Signature |
|---------|-----------------|-----------------------|-----------------------|-----------|
| 1.      |                 |                       |                       |           |
| 2.      |                 |                       |                       |           |



**Annexure V: Declaration for updation of taxable CIF (with PAN)**

To  
The Branch Manager  
AU Small Finance Bank Limited  
\_\_\_\_\_ Branch

**Subject:** Updation of taxable CIF (with PAN) in respect of account number(s) held in name of late Mr/Mrs/Ms.\_\_\_\_\_.

Dear Sir,  
I inform the demise of Mr/Mrs/Ms .\_\_\_\_\_ (deceased) on \_\_\_\_\_.  
S/he holds the account(s) as mentioned hereinbelow ("Account(s)") at AU Small Finance Bank Limited, \_\_\_\_\_  
branch (hereinafter referred to as 'the Bank'):

| S.no. | Account No. | Account held in the name(s) of |
|-------|-------------|--------------------------------|
| 1.    |             |                                |
| 2.    |             |                                |
| 3.    |             |                                |

I \_\_\_\_\_ (Survivor/ Nominee) hereby kindly request you to update my customer ID \_\_\_\_\_ as taxable CIF in above account(s) in your Bank.

I have submitted the following documents:

1. Self-attested copy of death certificate
2. Self-attested copy of my PAN card
3. Self-attested copy of OVD in my name

I hereby declare and agree that:

- I am acting as a trustee of the legal heir(s)/legatee(s) of the deceased depositor and updation of my PAN in relation to the account(s) will not affect the right or claim which legal heir(s)/legatee(s) of such deceased deposit holder on the account(s).
- The TDS forms as well as updation of my PAN in relation to the account(s) will not constitute a document for claiming legal ownership over the account(s) of the deceased deposit holder.
- The documentary evidence, if any, provided by me, including but not limited to documents provided as proof of my identity, death certificate of deceased, etc. are true and complete in all respect.

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

Yours faithfully,

Name & Signature of nominee \_\_\_\_\_

Name & Signature of survivor \_\_\_\_\_

Name & Signature of survivor \_\_\_\_\_

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

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

## Annexure VI: Indemnity from legal heirs for collection of property papers

### Undertaking cum Indemnity (To be obtained on stamp paper as per state act)

Persons, whose name(s) and address(es) as specified in Annexure L (hereinafter called the “**Legal Heirs**”) do hereby, jointly and severally, solemnly affirm and state that:

1. \_\_\_\_\_ (“**Borrower**”) had availed credit facility to the tune of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (“**Facility**”) vide loan account bearing number \_\_\_\_\_ (“**Loan Account**”) from AU Small Finance Bank Limited (“**Bank**”). The facility was backed by mortgage of the property as mentioned in schedule (“**Property**”), by \_\_\_\_\_ (“**Mortgagor**”).
2. The mortgagor expired on \_\_\_\_\_ leaving behind the below legal heirs, namely:

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

Legal heirs hereby confirm the Bank and declare that they are the only legal heirs of the mortgagor, and no other person or entity has any right, title, or interest in the mortgaged property. To establish the relationship with the mortgagor, necessary KYC documents and other related documents are enclosed herewith along with the death certificate of the mortgagor.

3. As the facility availed by the borrower is now closed and the mortgaged Property is free from the charge of the Bank, legal heirs are desirous of collecting the original property papers with respect to the mortgaged property and have accordingly appointed \_\_\_\_\_ (“**Designated Legal Heir**”) to collect the original property papers with respect to the mortgaged property from the Bank, for and on behalf of all the other legal heirs.
4. Legal heirs further confirm and acknowledge that the original property papers of the mortgaged property handed over by the Bank to the designated legal heir, for and on behalf of legal heirs, under acknowledgment shall be construed as duly received and acknowledged by all the legal heirs. Legal heirs also ratify collection of the original property papers of the mortgaged Property by the Designated Legal Heir, for and on behalf of legal heirs, from the Bank.
5. Based on the aforesaid assurances and confirmation by all the legal heirs, Bank as agreed to return the original property papers of the mortgaged property, for and on behalf of legal heirs, to the designated legal heir.
6. Legal heirs hereby agree and undertake to, jointly and severally, indemnify and shall keep indemnified, saved, harmless and defend the Bank and its officers against any claims, third party litigations, risks, actions, proceedings, losses, consequences, charges, demands, costs, liabilities and expenses whatsoever, which may be incurred or made against or demanded by or from the Bank or any of its directors, accountants and other officers of the Bank or may have incurred/suffered by the Bank due to the wrong commitments or assurances given by any or all the Legal heirs hereunder or due to such return of the original property papers of the mortgaged property to the designated legal heir, for and on behalf of legal heirs. Legal heirs shall pay to the Bank upon demand for any payment, loss and damage which the Bank may make, suffer or sustain by reason or on account thereof and shall upon request appear and defend at legal heir’s own cost and expense any action which may be brought against the Bank in connection therewith.
7. Legal heirs hereby agree and confirm that they shall not hold the Bank liable for any losses or damages that may arise due to release of the original property papers of the mortgaged property to the designated legal heir, for and on behalf of legal heirs.
8. Legal heirs hereby agree that this undertaking cum indemnity shall be binding on our legal heirs, executors, legal representatives, and they shall execute any further assurances and documents as required by the Bank in this regard.
9. Legal heirs hereby agree that whatsoever statements made hereinabove are true and correct to the best of their knowledge and belief, and no material information has been concealed or misstated.
10. Legal heirs further state that if any inaccuracy is detected, they shall be liable to forfeiture of any benefits derived and other actions as per the law.



11. The courts and tribunals of competent jurisdiction of Jaipur (Rajasthan) shall have exclusive jurisdiction with regard to any proceedings relating to this undertaking cum indemnity.

Place: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_\_\_

**Annexure L:**

| S. N. | Name of legal heir | Age | Relationship with the deceased | Address | Signature |
|-------|--------------------|-----|--------------------------------|---------|-----------|
|       |                    |     |                                |         |           |
|       |                    |     |                                |         |           |
|       |                    |     |                                |         |           |
|       |                    |     |                                |         |           |
|       |                    |     |                                |         |           |

Witness:

1. Name:

Signature:

Date:

2. Name

Signature:

Date:

**Schedule of Property**

| Property Owner | Details of Property |
|----------------|---------------------|
|                |                     |
|                |                     |
|                |                     |



## Annexure VII: Indemnity from simultaneous nominee for part settlement

### INDEMNITY-CUM-UNDERTAKING

(For release of amount to one of the simultaneous nominees)

To be executed on Non-Judicial Stamp Paper of ₹ \_\_\_\_ /- (as applicable)

This Indemnity-cum-Undertaking is executed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by:

Mr./Ms./Mrs. \_\_\_\_\_,

S/o / D/o / W/o \_\_\_\_\_,

Age: \_\_\_\_ years, Occupation: \_\_\_\_\_,

Resident of \_\_\_\_\_,

Mobile: \_\_\_\_\_, ID Proof (Aadhaar/PAN): \_\_\_\_\_,

(hereinafter referred to as the “Nominee / Indemnifier”, which expression shall, unless repugnant to the context, include his/her heirs, executors, administrators, legal representatives and assigns)

#### IN FAVOUR OF:

AU Small Finance Bank, having its branch at \_\_\_\_\_ (hereinafter referred to as the “Bank”, which expression shall include its successors and assigns).

#### A. RECITALS

1. That Mr./Ms. \_\_\_\_\_ (the “Deceased”), holder of Bank Account / Deposit details as under, has expired on ....../....../20\_\_:
  - Customer ID: \_\_\_\_\_
  - Account No. / Deposit / FD No.: \_\_\_\_\_
  - Branch: \_\_\_\_\_
  - Product: SB/CA/FD/RD/Other \_\_\_\_\_
2. That the above account/deposit carries nomination in favor of more than one nominee, including the Nominee/Indemnifier.
3. That the Nominee/Indemnifier has requested the Bank to release the amount determined by the Bank as payable to him/her in respect of the above account/deposit.
4. That the Bank has agreed to release such amount subject to execution of this Indemnity-cum-Undertaking.

#### B. NOW THEREFORE, I HEREBY UNDERTAKE, DECLARE AND INDEMNIFY AS UNDER:

##### 1) Receipt / Claim limited to share already paid

I confirm that I am seeking release of only my share, and upon receipt of the amount paid by the Bank against my share, I shall not claim any further amount/entitlement from the Bank from the said account/deposit beyond the share already received.

##### 2) Waiver of future claim beyond share received



I hereby irrevocably waive, relinquish and forgo any right, title, interest or claim **in** excess of the share already received by me from the Bank, whether arising now or in future, including any claim arising due to:

- additional credits/interest posted later,
- reversal/chargeback/rectification entries,
- recovered amounts, lien removal, residual balance, or
- any subsequent settlement process.

### **3) Undertaking for future credits / subsequent payments**

In the event any amount is credited / becomes payable in the above account/deposit after payment of my share (including interest, refunds, reversals, recoveries, court directed credits, etc.), I undertake that:

- I shall not demand any portion of such future credit beyond my already paid share; and
- if any such amount is mistakenly paid/credited to me by error, I shall refund the same immediately on demand without demur along with applicable costs/interest.

### **4) Indemnity against third-party claims / disputes**

I hereby agree to indemnify and keep indemnified the Bank, its officers, employees and agents from and against all losses, costs, claims, actions, proceedings, damages, liabilities or expenses arising due to:

- any claim by other nominee(s), legal heir(s), claimant(s), successor(s), creditor(s) or any third party; and/or
- any dispute relating to distribution / entitlement / proportion / succession, or any allegation that the Bank ought not to have released my share.

### **5) Refund / reimbursement on demand**

If the Bank suffers any loss or is compelled to pay any amount or incur expenses (including legal expenses) on account of release of my share, I undertake to reimburse/refund such amount to the Bank immediately on demand, without requiring the Bank to first take action against any other person.

### **6) Bank's discretion preserved**

I confirm that:

- the Bank is releasing my share based on nomination and this undertaking, without adjudicating competing rights; and
- the Bank shall be at liberty to deal with any residual claim/share as per its policy, law, and documents received from other claimants.
- Payment made by the Bank to me shall constitute a valid and sufficient discharge to the Bank to the extent of the amount so paid.

### **7) Binding nature**

This Indemnity-cum-Undertaking shall be binding on me and my heirs, executors, administrators and legal representatives.



## 8) Governing law & jurisdiction

This document shall be governed by laws of India and courts/tribunals at Jaipur, Rajasthan shall have jurisdiction (subject to Bank's internal jurisdiction clause, if any).

### C. PARTICULARS OF PAYMENT (to be filled by Bank)

Amount paid: ₹ \_\_\_\_\_

Mode: NEFT/RTGS/Transfer/Cheque/DD: \_\_\_\_\_

Date of payment: //20\_\_

Bank reference/UTR: \_\_\_\_\_

---

### SIGNATURES

#### Nominee / Indemnifier

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: //20\_\_

---

### Witnesses

#### 1. Witness 1

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Mobile: \_\_\_\_\_

#### 2. Witness 2

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Mobile: \_\_\_\_\_