# THE DARUSSALAM CO-OPERATIVE URBAN BANK LTD
# HYDERABAD

## Nomination and settlement policy for Lockers

The Policy document outlines the process followed for nomination on lockers and the process to be followed on deceased lockers. This document imparts greater transparency on processes followed and create awareness among customers / legal heirs of their rights. The ultimate objective is that the customer / legal heirs will get services they are rightfully entitled to receive without demand.

This document is a broad framework under which the rights of common locker hirers are recognized.

### Part A: Nomination facility for lockers

Nomination facility is available to the hirers of safe deposit lockers. Nomination enables the Bank to release the contents of a locker to the nominee of the hirer, after making an inventory of the contents of the locker.

Nomination facility is governed by Sections **45ZC** to **45ZG** incorporated in the Banking Regulation Act, **1949** (read with section 56 of the Act) and the Rules framed under the Banking Companies (Nomination) Rules, **2025.** The relevant guidelines in respect of safe deposit lockers are given below:

The following forms should be used for making, cancellation or variation of nominations:

| Form No. | Context |
|---|---|
| Form SL1 | For making nomination by an individual who is a sole hirer of a locker |
| Form SL1A | For making nomination by individuals who are joint holders |
| Form SL2 | For cancellation of the nomination made. |
| Form SL3 | For variation of the nomination made by an individual who is sole hirer of a locker |
| Form SL3A | For variation of the nomination made by individuals who are joint hirers of a locker |

## Part B: Settlement of Claims in Locker by Deceased Customer

### 1. Claims with Nominee / Survivorship Clause

1.1 If a sole locker hirer nominates an individual(s) to receive the contents in the locker in case of her / his death, the Bank shall give access of the locker to such nominee(s) with liberty to remove the contents of the locker.

1.2 In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirers nominate any other individual(s), in the event of death of any of the locker hirers, the Bank shall give access of the locker and the liberty to remove the contents jointly to the nominee(s) and the survivor(s).

1.3 In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the Bank shall follow the mandate in the event of death of one or more of the joint locker hirers.

1.4 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.

1.5 The following documents shall be obtained by the Bank for processing the claim in cases falling under above-mentioned situations:

(1) Claim form, as given in Annex V, duly signed by the nominee(s)/ survivor(s);

(2) Death certificate of the safe deposit locker hirer(s); and

(3) Officially Valid Document of the nominee/ survivor towards verifying her/ his identity and address.

1.6 The Bank shall, however, ensure the following before giving access to the contents to the nominee(s) / survivor(s):

(1) Exercise due care and caution in establishing the identity of the nominee(s) / survivor(s) and deceased status of the locker hirer(s) by obtaining appropriate documentary evidence (physical or equivalent e-document);

(2) There is no order or direction as on date from a Court/ Forum in the knowledge of the Bank, restraining the nominee(s) / survivor(s) from having access or Bank from giving access to the locker of the deceased hirer(s) and liberty to remove the contents of such locker; and

(3) Make it clear to the nominee(s) / survivor(s) that access and liberty to remove the contents of the locker is given to them only as a trustee of the legal heir(s) of the deceased locker hirer(s), i.e., such access and liberty to remove the contents given to them shall not affect the right or claim which any person may have against the nominee(s) / survivor(s) to whom the access is given.

1.7 After receipt of the documents as mentioned above and being satisfied to the genuineness of the claim, the Bank shall correspond with the nominee(s) / 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(s) and / or survivor(s) and / or their authorised 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 given in Annex X. The Bank shall then hand over the possession of the contents of the locker to the nominee(s) / survivor(s) / the person competent to receive the contents on behalf of the minor, as the case may be, and obtain an acknowledgment, as given in Annex X, 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.

1.8 Production of legal documents, viz., Succession Certificate, Letter of Administration, Probate of Will, etc., or Bond of indemnity from the nominee(s) / survivor(s) shall not be required unless there is any discrepancy in nomination.

1.9 Procedure, as prescribed in paragraphs  above, shall be followed mutatis mutandis for return of articles kept by the deceased customer in the safe custody of the Bank. However, inventory form given in Annex X shall be used in such cases.

### 2. Cases without nominee / survivorship clause

2.1 **Settlement of claims falling under the simplified procedure.**

2.1.1 Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s) / claimant(s), the Bank shall adopt a simplified procedure for settlement of claims in safe deposit lockers provided there is no dispute amongst the legal heir(s) / claimant(s) and

(1) the deceased locker hirer(s) had not made any nomination, or

(2) the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, or

(3) there is no 'Will' left behind by the deceased locker hirer.

2.1.2 In cases falling under the simplified procedure, the Bank shall obtain the following documents to settle the claim without obtaining any legal documents such as Succession Certificate, Letter of Administration, Court order, etc.

(1) Claim form, as given in Annex VI, duly filled and signed by the claimant legal heir(s);

(2) Death certificate of the safe deposit locker hirer(s);

(3) Officially Valid Document of the claimant(s) towards verifying her/ his identity and address;

(4) Letter of disclaimer/ no objection, as given in Annex VIII, from non-claimant legal heir(s), if applicable; and

(5) Legal Heir Certificate issued by a competent authority or Affidavit, as given in Annex IX, 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.

2.2 **Settlement of Claims not falling under the Simplified Procedure**

2.2.1 **Claims involving 'Will' without any dispute**

2.2.1.1 The Bank shall settle claims involving 'Will' left behind by a deceased safe deposit locker hirer on the basis of Probate of Will / Letter of Administration, as applicable, in addition to documents mentioned at paragraph 239 (1) to (3) above. In cases where a person other than a legal heir is named as a beneficiary in the Will, applicable documents shall also be obtained from her/ him.

2.2.1.2 However, the Bank may exercise discretion and act as per ‘Will’ of the deceased without requiring production of the probate of such Will, provided the same is not inconsistent with applicable laws, there is no dispute regarding the Will amongst the legal heir(s) and/ or beneficiaries named in the Will and the Bank is otherwise satisfied as to the genuineness of the Will. In such cases, the Bank shall additionally call for the documents mentioned in above paragraph.

2.2.2 **Cases involving contesting claims / dispute**

Cases involving dispute amongst the legal heir(s) and/ or beneficiaries named in the Will, as applicable, shall be settled based on Probate of Will or Succession Certificate or Letter of Administration or Court order/ decree, as the case may be, and the documents mentioned at paragraph above.

2.3 **Procedure for taking inventory of contents of safe deposit locker**

2.3.1 After receipt of the required documents in above mentioned claims 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, as given in form prescribed in Annex X, in the presence of all claimant(s) or their duly authorised 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 Annex VII. The claimant(s) or their duly authorised 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.

23.2 Procedure, as prescribed in above mentioned paragraphs shall be followed mutatis mutandis for return of articles kept by the deceased customer in the safe custody of the Bank. However, inventory form given in Annex X, shall be used in such cases.

3. **Standardisation of procedure for submission of claims**

3.1 The Bank shall use the standardised forms for receiving the claims and other documents as per the formats provided in Annex V to Annex XII.

3.2 The standardised forms and other documents required for settlement of claims with respect to the deposit accounts / safe deposit locker / articles in safe custody kept by a deceased customer shall be made available in all the branches as well as on the Bank's website for the convenience of the claimant(s). Further, the Bank shall also display on its website, the list of documents to be submitted by a claimant and the procedure to be followed for settlement of claims in various scenarios.

3.3 A claimant shall be allowed to lodge the claim at any of the branches against acknowledgment. In case all required documents for processing of the claim have been submitted by the claimant, the Bank shall also issue a confirmation in this regard. However, in case of any pending or incomplete / incorrect documents, the Bank shall intimate the claimant about the list of such documents while acknowledging the receipt of claim. On subsequent submission of all the required documents, the Bank shall issue a confirmation to the claimant that all required documents have been received for processing of the claim.

3.4 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.

4. **Time limit for settlement of claims**

In case of safe deposit locker 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.

5. **Compensation for delay in settlement of claims**

For claims related to safe deposit locker 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 prescribed timeline.

6. **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, the 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:

(1) authorised officials of overseas branches of Scheduled Commercial Banks registered in India; or

(2) branches of overseas banks with whom Indian banks have correspondent banking relationships; or

(3) a Court Magistrate or Judge or Notary Public; or

(4) consularised by Indian Embassy/ Consulate General in the country of issuance; or apostilled.

7. **Customer Guidance 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.

**Annex V** – Claim form for Accounts with nominee / survivorship clause

Application Form for Settlement of Claim in Release of Contents of Safe Deposit Lockers kept by Deceased Customer (cases with Nomination or Joint Account with survivorship clause)

The Branch Manager Date:

__________________ Bank

__________________ Branch

Madam/ Dear Sir,

Claim as *Nominee/ Survivor for Payment of Balances in the *Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Shri/ Smt./ Kum. _________________ (Name of *Deceased/ Missing Customer)

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 __________________.

2. 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). (Original 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: ___________

3. 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:

Safe Deposit Locker No. ___________________ Mode of Holding: _________________

Details of Articles (if known): _________________

4. Details of Nominee(s)/ Survivor(s):

4.1 I/ We request the bank to *release the contents of safe deposit lockers to the following persons:

| SrNo | Details of nominee(s) survivors | | Mobile Number | Email address |
|---|---|---|---|---|
| | Name | Address | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

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

| SrNo | Name | Date of birth | Name of the Guardian | Relationship with Minor | Address of the Guardian | Mobile number and Email address of the Guardian |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |

5. I/ We undertake that (i) 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.

(ii) 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 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 or any other dues payable to the bank, from the balance held by the Deceased in the aforementioned account(s).

6. 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 Document1 in support of the identity and address of the Nominee(s)/ Survivor(s) making the claim.

Note: “Officially Valid Document” (OVD) means the passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

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

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

| SrNo | Name of nominee(s) / survivor(s) / Guardian of Minor Nominee | Signature / thumb impression |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

Note: In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.

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

Signature of witness:

*(Delete whichever is not applicable) FOR OFFICE USE (may be prepared by the bank as per its official requirement)

**Annex VI** – Claim form for Accounts without nominee / survivorship clause Application Form for Settlement of Claim in Release of Contents of Safe Deposit Lockers kept by Deceased Customer (cases other than Nomination or Joint Account with survivorship clause)

The Branch Manager Date:

__________________ Bank

__________________ Branch

Madam/ Dear Sir,

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 __________________.

2. 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). (Original to be produced for verification)

(c) Age: ___________ Yrs.

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

(e) Address:

__________________________________________________________________

City/ District: _____________ PIN: _________ State: __________ Country: __________

(f) Religion: ____________________

Mention which law of succession is applicable _________ (Hindu, Mohammedan, etc.) (g) Name, Relation & Age of the legal heir(s) of the deceased:

| SrNo | Name & Address | Age | Relation | Mobile number & email Address | Whether signing Letter of Disclaimer / |
|---|---|---|---|---|---|

| | | | | | No Objection (Yes/No) |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

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

| SrNo | 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 |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |

3. I/ We, therefore, submit my/ our Claim for release of contents of safe deposit lockers kept by deceased customer as per details given below:

Safe Deposit Locker No. ___________________ Mode of Holding: __________________ Details of Articles (if known): ______________________

4.1 I/ We undertake that

(i) 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.

4.2 I/ We declare that

(Select the applicable option)

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

2. 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.

4.3 I/ We lodge my/ our claim for the above safe deposit locker 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).

5.2 I/ We request the bank to * release the contents of safe deposit lockers to the following persons:

| SrNo | Name of Claimant |
|---|---|
| | |
| | |

6. 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 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)

Note: "Officially Valid Document" (OVD) means the passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

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

8. Name and signature of the claimant(s) who will receive the articles in safe deposit locker:

| SrNo | Name of the Claimant / Guardian of the Minor Claimant | Signature / Thumb impression |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |

4 Note: In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.

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

Signature of witness:

*(Delete whichever is not applicable)

Note :

1. _____ 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.

FOR OFFICE USE (may be prepared by the bank as per its own requirement)

**Annex VIII** – 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 safe deposit locker in the name of Shri/ Smt./ Kum. ______________________________ since deceased are as follows:

Safe Deposit Locker No. ___________________ Mode of Holding: __________________

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 release of the contents in safe deposit locker 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.

| SRNo | Name of the Non-claimant Legal Heir(s) (who relinquish their rights) | Age | Signature |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

Signed on this _________day of __________two thousand_____________.

*(Delete whichever is not applicable)

**Annex IX** – 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:

| SrNo | Name | Age | Relationship with the deceased |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

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.

**Annex X** – 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__________.

| SrNo | Description of Articles in Safe Deposit Locker | Other identifying particulars, if any |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |

2. 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 authorised representative/s:

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

3. 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. _________________________ ____________________

Shri/ Smt./ Kum. _________________________ Signature

Shri/ Smt./ Kum. _________________________ Signature

Signature

Date and Place _____________________

(*Delete whichever is not applicable)

**Annex XII** – Bond of Indemnity with respect to delivery of contents of safe deposit locker 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)) the articles mentioned hereunder:

| Safe Deposit Locker No | Details of the articles | Description | Weight | Valuation (to be filled in by the Bank |
|---|---|---|---|---|
| | | | | |
| | | | | |

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))