

Policy for Settlement of Claims for Individual Deceased constituents

Table of Contents

I.	Introduction.....	4
II.	General Guidelines	5
III.	Treatment of inflow of funds in the name of the deceased depositor	7
IV.	Payment of interest in case of term deposit accounts of deceased depositor(s)	8
V.	Time Limit for Settlement of Claims	9
VI.	Settlement of Claims in various types of Liability accounts/Safe Deposit Lockers.....	10
1.	Single Account/Safe deposit locker with/without nomination	10
a.	Savings/Current Account (Sole Accountholder)	10
b.	Term Deposit Account (Sole Accountholder)	10
c.	Sole locker Hirer with or without nomination	11
2.	Joint Accounts/safe deposit lockers with/without Nomination and operated jointly (Without survivorship mandate)	11
a.	Savings/Current Account (Operated Jointly):-	11
b.	Term Deposit Account (Operated Jointly):-	12
c.	Without Nomination/Survivor clause.....	12
d.	Joint locker Hire operated jointly (as per the contract of locker hire)	13
3.	Joint Account/safe deposit lockers with survivorship mandate and with or without nomination (Either or survivor/anyone or survivor)	13
a.	Savings/Current Account:(Either or survivor/anyone or survivor)	13
b.	Term Deposit Account (Either or survivor/anyone or survivor):-	14
	Provided where the claim amount exceeded ₹10 lakh, from the legal heirs of the deceased depositor/s along with the claim, have to produce death certificate and Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by of competent jurisdiction, in India need to be submitted.	
c.	Locker Hirer operated (Either or survivor/anyone or survivor) (as per terms of contract of locker hire)	15
VII.	Splitting of Term Deposit	16
VIII.	Settlement of Claims - Home Loan, Personal Loan and Credit Cards	17
a.	Home Loan	17
b.	Personal Loan	17
c.	Credit Card	18
IX.	Settlement of claims for Demat Customers	19
1.	Joint Holder to the account.	19
2.	Sole holding with Nomination registered.	19
3.	Sole holding with Nomination not registered/Legal heir.	20
X.	Facilitating in Deceased Claims if deceased had purchased Mutual Funds through Online or Offline mode with the Bank	21
XI.	Documents Annexure	22
(1)	Liability/Depositors with Nomination	22
(2)	Liability/Depositors without Nomination/Survivor clause	22
(3)	Safe Deposit Lockers with Nomination	22
(4)	Safe Deposit Lockers without Nomination/Survivor clause	23

Annexures I Claim Form	24
Annexure II Indemnity Cum Affidavit	32
Annexure III Inventory Listing	34
Annexure IV Proof of Identity and Address	36
Annexure V Demat No Objection Certificate	37
Annexure VI Demat Closure -Annexure Q	38
Annexure VII Demat –Annexure O	39
Annexure VIII Demat – Annexure OC	41
Annexure VI Annexure Q - Account Closure	43
Annexure VII Annexure OE	44
Annexure VIII Transmission Form.....	45
Annexure IX Annexure OC.....	47

I. Introduction

Based on the comprehensive Model Operational procedures circulated by the IBA, the guidelines on deceased depositors issued by RBI and the in line with RBI Master Circular on Customer Services dated 1 July 2015, a detailed deceased depositors and safe deposit locker policy guidelines have been formulated and will replace the existing policy guidelines on settlement in case of deceased depositors. This policy aims at removing hardships faced in settlement of claims of deceased depositors and safe deposit locker hirers. It also aims at creating awareness amongst accountholders about the advantages of availing 'nomination' facility.

Where known through reliable sources about customer being deceased on case-to-case basis bank has taken an initiative to debit freeze such customer account even though there is no formal intimation from any of the claimant.

Bank may not voluntarily intimate about such debit freeze to any one and would await claimant to approach the Bank and ensure a seamless settlement is made to the rightful owner of deceased customer. The initiative is to protect customer monies and any content held in customer lockers with the Bank.

II. General Guidelines

- Nomination facility is intended only for individuals including a sole proprietary concern
- There cannot be more than one nominee in respect of single/joint deposit account
- It may be noted that in the case of a joint deposit account, the nominee's right arises only after the death of all the depositors
- 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 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 restraining the Bank from making such payment then the Bank has to make payments in terms of the said order. In a situation wherein the Bank receives an order of this nature after making the necessary payments to the survivor/nominee, the Bank will immediately send a letter to the concerned claimant outlining details as to when the payments 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. This form should be duly signed by the claimant clearly stating the mode of disposal
- Copy of death certificate should be notarised/attested/original sighted by the Bank Officer
- 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
- Where the claimant is an HSBC accountholder, Proof of Address and Photo ID of the claimant is not required. However, the address of the claimant as per the Bank's records should match with the address of the claimant in the Indemnity cum Affidavit. In the event KYC is overdue for the claimant who is also accountholder of the Bank then KYC have to be produced as per our existing Bank guideline
- Photo ID and Proof of Address are to be provided as per the existing bank norms. Only passport can be accepted as both Photo ID and Proof of Address
- Indemnity cum Affidavit if applicable should be prepared as per the Bank format on stamp paper, duly notarised 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 allowed)

In the case of a joint account

- standing in joint names of two names with mode of operation being either or survivor, upon intimation of death of one of the accountholders by production of death certificate, the account needs to be converted into single account in the name of the survivor
- standing in joint names of three or more names where the mode of operation will be 'Anyone or survivor', upon intimation of death of one of the accountholders by production of death certificate the account will continue in the name of the remaining two accountholders with the mode of operation to continue as 'Either or survivor' and there is no necessity to have a fresh mandate
- Standing in joint names where the mode of operation is jointly upon intimation of death of one of the accountholders 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 as regards single account wherein there is no nomination shall be followed as regards the share of deceased accountholder

Apart from the guidelines mentioned above, some lockers specific guidelines

- 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 may be prepared and signed by all the persons to whom access is to be given, and in case they cannot remain present, may be signed by their duly authorised attorney.
- Nomenclature of the account may be changed in the name of the new hirer(s) and fresh nomination may be provided
- A Bank Officer will be present at the time of opening of the locker to supervise the 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 Safe Deposit 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

III. Treatment of inflow of funds in the name of the deceased depositor

In the event there is an inflow of funds in the name of the deceased depositor,

The Bank may seek authorisation from the survivor(s)/nominee to return the pipeline flows to the remitter with the remark 'Accountholder deceased' and to intimate the survivor(s)/nominee accordingly. This will enable the survivor(s)/nominee to approach the remitter to effect payment in the name of the appropriate beneficiary.

IV. 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:

- (i) If date of payment of claim is date of maturity of the deposit, the maturity proceeds will be paid at the contracted rate.
- (ii) 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 on at applicable rate with reference to the period for which the deposit has remained with the Bank upto date of payment without charging penalty
- (iii) For claims after the date of maturity and no auto renewal instructions exist.

If the date of death of the customer is prior to the maturity date, the Bank shall pay interest at the contracted rate till date of maturity. From the date of maturity to the date of payment, the Bank shall pay simple interest at the applicable rate obtaining on the date of maturity, for the period for which the deposit remained with the Bank beyond the date of maturity.

If the date of death of the customer is after the maturity date of the deposit, bank shall pay interest at the savings deposit rate obtaining on the date of maturity on the maturity amount from date of maturity till date of payment.

Premature withdrawal will not attract any penal charge.

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

V. Time Limit for Settlement of Claims

Bank will settle the claims in respect of deceased depositors and release payments to survivor(s)/nominee in case of accounts with survivor/nominee within a period not exceeding 15 days from the date of receipt of the claim subject to the production of required documents as per the existing policy of the Bank, to the Bank's satisfaction. In the case of accounts without survivor/nominee clause the claim should be settled within 1 month from the date on which the requisite documents have been submitted to the Bank's satisfaction.

VI. Settlement of Claims in various types of Liability accounts/Safe Deposit Lockers

1. Single Account/Safe deposit locker with/without nomination

a. Savings/Current Account (Sole Accountholder)

With Nomination:

The balance outstanding at the time of the death of the depositor will be paid to the nominee subject to the documentation as mentioned below for depositors. ([Documents - With Nomination](#)).

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](#)).

Where the claim amount exceeded ₹10 lakh, along with the claim form, death certificate and Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdiction, in India need to be submitted. The balance outstanding at the time of the death of the depositor will be paid jointly to the persons in whose favour the Succession Certificate/Probate/Letters of Administration is granted by the competent court.

b. Term Deposit Account (Sole Accountholder)

With Nomination:

The balance outstanding at the time of the death of the depositor will be paid to the nominee **on maturity of the deposit** subject to the documentation as mentioned below. ([Documents - With Nomination](#)).

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

Refer section IV on clauses pertaining to interest payment.

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](#)). The balance outstanding at the time of the death of the depositor will be paid jointly to the persons in whose favour the Succession Certificate/Probate/Letters of Administration is granted by the competent court.

Where the claim amount exceeded ₹10 lakh, along with the claim form, death certificate and Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by of competent jurisdiction, in India need to be submitted. The balance outstanding at the time of the death of the depositor will be paid jointly to the persons in whose favour the Succession Certificate/Probate/Letters of Administration is granted by the competent court.

Refer section IV on clauses pertaining to interest payment.

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

c. Sole Locker Hirer with or without nomination

With Nomination

In case of death of a sole locker hirer, and there is a nomination, access to locker may be given to the nominee, subject to the provision of documents mentioned below. ([Documentation - Safe Deposit Lockers with Nomination](#)).

Without Nomination

In case of death of a sole locker hirer without nomination, and there is a 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. ([Safe Deposit Lockers - without Nomination](#)).

2. Joint Accounts/Safe Deposit Lockers with/without Nomination and operated jointly (Without survivorship mandate)

a. Savings/Current Account (Operated Jointly):

With Nomination:

In the event of death of one of the joint accountholders the name of the deceased accountholder is deleted, 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 legal heirs) subject to the provision of documentation as mentioned below. ([Documents - with Nomination](#)).

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 nominee subject to verification of documents as mentioned below. ([Documents - with Nomination](#)).

Without Nomination:

In the event of death of one of the joint accountholders the name of the deceased accountholder is deleted, 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 legal heirs) subject to the provision of documentation as mentioned below. ([Documents - without Nomination](#)).

Provided where the claim amount exceeded ₹10 lakh, from the legal heirs of the deceased depositor(s)+ along with the claim, have to produce death certificate and Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdiction, in India need to be submitted.

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](#)).

Provided where the claim amount exceeded ₹10 lakh, from the legal heirs of the deceased depositor(s) along with the claim, have to produce death certificate and Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdiction, in India need to be submitted.

b. Term Deposit Account (Operated Jointly):-

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 but the account name would be amended to read as 'Deceased' next to the name of the deceased person 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 legal heirs) subject to the provision of documentation as mentioned below. ([Documents - with Nomination](#)).

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 nominee subject to the provision of documentation as mentioned below. ([Documents - with Nomination](#)).

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 legal heirs) as per the terms of contract 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 nominee may be allowed a premature termination as per the terms of contract and against valid documentation.

Refer section IV on clauses pertaining to interest payment.

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 but the account name would be amended to read as 'Deceased' next to the name of the deceased person 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 legal heirs) subject to the provision of documentation as mentioned below. ([Documents - without Nomination](#)).

Provided where the claim amount exceeded ₹10 lakh, from the legal heirs of the deceased depositor(s) along with the claim, have to produce death certificate and Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdiction, in India need to be submitted.

Premature closure of Term Deposit –

The Bank, on request from a depositor, would allow withdrawal of a fixed deposit before completion period of the deposit agreed upon at the time of placement of deposit subject to penalty on premature withdrawal of fixed deposit as may be applicable as per the table appended below: The interest paid will be lower by the Penal Rate (as may be applicable to the value and date of placement of the fixed deposit as defined in the table) than the rate prevailing on the date of placement of the deposit for the period for which the deposit remained with the Bank or the contractual rate, whichever is lower. No interest will be paid on premature withdrawals of deposit which has remained with the Bank for less than the minimum period for which deposits were being accepted for the said currency and deposit type, as on the date of placement of deposit. In case of foreign currency fixed deposits, where no interest is payable on account of withdrawal prior to the minimum deposit tenure, the Bank may, at its sole discretion, levy a penalty to cover the swap cost, as permitted under extant regulations.

c. 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](#)).

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 legal heirs) 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.

Provided where the claim amount exceeded ₹10 lakh, from the legal heirs of the deceased depositor(s) along with the claim, have to produce death certificate and Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by of competent jurisdiction, in India need to be submitted.

Refer section IV on clauses pertaining to interest payment.

d. Joint Locker Hire operated jointly (as per the contract of locker hire)

With Nomination:

In the event of death of one of the joint locker hirers, access to the lockers may be given to the nominee jointly with the surviving hirer(s) subject to the provision of documents mentioned below. ([Documentation - Safe Deposit Lockers with Nomination](#)).

In the event of death of both or all the joint locker hirer(s), access to the locker may be given to the nominee(s) subject to the provision of documents mentioned below. ([Documentation - Safe Deposit Lockers with Nomination](#)).

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. ([Safe Deposit Lockers - without Nomination](#)).

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. ([Safe Deposit Lockers - without Nomination](#)).

3. Joint Account/Safe Deposit Lockers with survivorship mandate and with or without nomination (Either or survivor/anyone or survivor)

a. Savings/Current Account:(Either or survivor/anyone or survivor)

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](#)).

In the event of death of both/all joint accountholders, the balance outstanding will be paid to the nominee subject to the provision of documentation as mentioned below. ([Documents - with Nomination](#)).

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](#)).

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](#)).

Provided where the claim amount exceeded ₹10 lakh, from the legal heirs of the deceased depositor(s) along with the claim, have to produce death certificate and Proof of Address, Photo ID as mentioned below,

Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdiction, in India need to be submitted.

b. Term Deposit Account (Either or survivor/anyone or survivor):-

With Nomination:

In the event of death of one of the joint accountholders, the term deposit can continue till the maturity but the account name would be amended to read as 'Deceased' next to the name of the deceased person 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](#)).

In the event of death of both/all joint accountholders, the balance outstanding will be paid to the nominee on maturity subject to the provision of documentation as mentioned below. ([Documents - with Nomination](#)).

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.

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.

Refer section IV on clauses pertaining to interest payment.

Without Nomination:

In the event of death of one of the joint accountholders, the term deposit can continue till the maturity but the account name would be amended to read as 'Deceased' next to the name of the deceased person 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](#)).

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](#)).

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.

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.

Refer section IV on clauses pertaining to interest payment.

Provided where the claim amount exceeded ₹10 lakh, from the legal heirs of the deceased depositor(s) along with the claim, have to produce death certificate and Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdiction, in India need to be submitted.

c. Locker Hirer operated (Either or survivor/anyone or survivor) (as per terms of contract of locker hire)

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. ([Documentation - Safe Deposit Lockers with Nomination](#)).

In the event of death of both or all the joint locker hirer(s), access to the locker may be given to the nominee(s) subject to the provision of documents mentioned below. ([Documentation - Safe Deposit Lockers with Nomination](#)).

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. ([Safe Deposit Lockers - without Nomination](#)).

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. ([Safe Deposit Lockers - without Nomination](#)).

VII. 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.

VIII. Settlement of Claims - Home Loan, Personal Loan and Credit Card

a. Home 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.

For deceased customer the following documents and indemnity in absence of Succession Certificate.

1. Death Certificate/Notarised copy of the death certificate of the deceased applicant.
2. Relationship proof of the claimant to the deceased applicant.
- 3.
4. Indemnity bond signed by all the claimants and legal heirs.
5. Death Certificate issued by municipal authorities/government department. Death Certificate issued in other than English language in India will be translated by the Bank in India.
6. For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India.
7. In case the Death Certificate had been not been written in English and issued outside India it should be attested by official translator and on Letterhead.
8. Proof of Address and Photo ID (refer Annexure IV) of the legal heirs/survivor/nominee.

b. Personal Loan

As per the terms and conditions as outlined in the legal kit which are subject to revision from time to time, the death of the borrower(s), or any of them shall be an event of default and the whole of the outstanding balance on the Personal Loan Account, will become immediately due and payable in full to HSBC on Death of the borrower(s), or any of them. HSBC will become entitled to recover the outstanding dues together with all expenses, legal fees, finance charges and interest from the estate of the Personal Loan account holder on his death, without prejudice to its rights to continue to charge the finance charges and other charges at prevailing rates till the dues are settled.

For deceased personal customers the following documents and indemnity in absence of Succession Certificate.

1. Death certificate/Notarised copy of the death certificate of the deceased applicant.
2. Relationship proof of the claimant to the deceased applicant.
3. Indemnity bond signed by all the claimants and legal heirs.
4. Death certificate issued by municipal authorities/government department.
5. Death Certificate issued in other than English language in India will be translated by the Bank in India.
6. For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India.
7. In case the Death Certificate had been not been written in English and issued outside India it should be attested official translator and on Letterhead
8. Proof of Address and Photo ID (refer Annexure IV) of the legal heirs/survivor/nominee.

c. Credit Card

The whole of the outstanding balance on the credit card account, together with the amount of any outstanding credit card transactions effected but not yet charged to the credit card account, will become immediately due and payable in full to HSBC on suspension/termination of the HSBC Credit Card on death of the credit Cardholder. HSBC will become entitled to recover the outstanding dues together with all expenses, legal fees, finance charges and interest from the estate of the credit Cardholder on his death, without prejudice to its rights to continue to charge the finance charges and other charges at prevailing rates till the dues are settled.

The credit balance outstanding, if any, at the time of death of the Cardholder will be paid to the claimant/legal heirs (or any one of them as mandated by all the legal heirs) subject to the following documents as mentioned below.

Death Certificate issued by the municipal authorities/government department.

Indemnity cum Affidavit

1. If the amount is more than ₹10 lakh, in addition of the above Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdictions, in India.
2. Claim Form (Refer Annexure I for format).
3. Death Certificate issued by municipal authorities/government department.
4. Death Certificate issued in other than English language in India will be translated by the Bank in India.
5. For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India.
6. In case the Death Certificate had been not written in English and issued outside India it should be attested by official translator and on Letterhead
7. Proof of Address and Photo ID (refer Annexure IV) of the legal heirs/survivor/nominee.

IX. Settlement of claims for Demat Customers

A claimant desiring to close an account shall make an application in the form specified in Annexure Q. The claimant shall submit all unused DIF's to the staff. the account closure request. The Bank staff would inform if there are any outstanding dues to be collected prior to acknowledging the closure.

In case of death of a sole or joint holder the transmission of securities needs to be undertaken. Transmission in case of single holder would be effected in favour of the registered nominee to the account. In case of joint holding the transmission would be undertaken in favour of the surviving holders in the same pattern. The closure request along with transmission would effectively mean transfer of holdings to the nominee/surviving holders or legal heir. These transfers are not chargeable. The process for the same is described below:

The activities based on the category of account closure on account of Deceased claim is as follows.

1. Joint Holder to the account.

- a) The surviving clients to submit Annexure Q duly signed along with Original/Notarized copy of death certificate of the deceased holder.
- b) Death Certificate issued by municipal authorities/government department. The photocopy should be original sighted by the Bank Officer.
- c) Death Certificate issued in other than English language in India will be translated by the Bank in India.
- d) For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India.
- e) In case the Death Certificate had been not written in English and issued outside India it should be attested by official translator and on Letterhead.
- f) The surviving clients to submit Transmission form (Annexure O) duly filled and signed.
- g) The surviving clients should submit Client Master Report (CMR) of the target account with CDSL logo or Original stamp of target DP with another participant within NSDL wherein the securities are to be transferred. The Name, PAN and Holding Pattern should be similar.
- h) The surviving clients to submit Proof of Identity and Proof of Address.
- i) The bank staff would inform if any outstanding receivable on the demat account. If there is any outstanding receivable then the demat account cannot be closed.

2. Sole holding with Nomination registered.

- a) The registered nominee to submit Annexure Q duly signed along with Original/Notarised copy of death certificate of the deceased holder.
- b) Death Certificate issued by municipal authorities/government department. The photocopy should be original sighted by the Bank Officer
- c) Death Certificate issued in other than English language in India will be translated by the Bank in India.
- d) For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India.
- e) In case the Death Certificate had been not written in English and issued outside India it should be attested official translator and on Letterhead.
- f) The registered nominee to submit Transmission Form (Annexure O) duly filled and signed.
- g) The registered nominee should submit Client Master Report (CMR) of the target account with CDSL logo or Original stamp of target DP with another participant within NSDL wherein the securities are to be transferred. The account should not be jointly held.
- h) The nominee to submit Proof of Identity and Proof of Address.

3. Sole holding with Nomination not registered/Legal heir.

- a) The unregistered nominee/legal heir to submit Annexure Q duly signed along with Original/Notarised copy of death certificate of the deceased holder.
- b) Death Certificate issued by municipal authorities/government department.
- c) Death Certificate issued in other than English language in India will be translated by the Bank in India.
- d) For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India.
- e) In case the Death Certificate had been not written in English and issued outside India it should be attested by official translator and on Letterhead.
- f) The unregistered nominee/legal heir to submit Transmission form (Annexure O) duly filled and signed.
- g) The un-registered nominee/legal heir should submit Client Master Report (CMR) of the target account with CDSL logo or Original stamp of target DP with another participant within NSDL wherein the securities are to be transferred. The account should not be jointly held.
- h) The unregistered nominee/legal heir to submit Proof of Identity and Proof of Address.
- i) Additionally in case the value of securities are below ₹1 Lakh, the unregistered nominee/legal heir shall provide the following:
 - Letter of Indemnity duly supported by a guarantee of an independent surety made on ₹200 non-judicial stamp paper
 - Affidavit on ₹100 non-judicial stamp paper
 - No Objection Certificate from all the legal heirs
 - Proof of Identity of the legal heirs
- j) Additionally in case the value of securities are above ₹10 Lakh the unregistered nominee/legal heir shall provide the following:
 - Copy of Succession Certificate duly notarised or an order of a court of competent jurisdiction where the deceased has not left a will or a copy of Probate or Letter of Administration duly notarised.
 - Proof of Identity of the legal heir

X . Facilitating in 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 Company (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 AMC's 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:

1. 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.
2. Original/Notarised copy of Death Certificate.
3. PAN Card.
4. Proof of Identity and Proof of Address
5. Passport (mandatory for NRI).
6. Death Certificate issued by municipal authorities/government department.
7. Death Certificate issued in other than English language in India will be translated by the Bank in India.
8. For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India.
9. 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 for

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 (Notarised - with 2 or more witnesses details along with the name and address).

XI. Documents Annexure

(1) Liability/Depositors with Nomination

- Claim Form (Refer Annexure I for format)
Death certificate issued by municipal authorities/government department. The photocopy should be original sighted by the Bank officer
- Death Certificate issued in other than English language in India will be translated by the Bank in India
- For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India
- In case the Death Certificate had been not written in English and issued outside India it should be attested by official translator and on letterhead
- Proof of Address and Photo ID (**refer Annexure IV**) of the legal heirs/Survivor/Nominee
- Customer Copy of Nomination, if any

(2) Liability/Depositors without Nomination/Survivor clause

- Claim Form (**Refer Annexure I for format**)
- Death Certificate issued by municipal authorities/government department
- Death Certificate issued in other than English language in India will be translated by the Bank in India
- For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India
- In case the Death Certificate had been not been written in English and issued outside India it should be attested by official translator and on letterhead
- Proof of Address and Photo ID of the legal heirs/Survivor
- Indemnity cum Affidavit (**Refer Annexure II for format**)
- Where the claim amount exceeded ₹10 lakh, along with the claim form, death certificate and Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdiction, in India need to be submitted

(3) Safe Deposit Lockers with Nomination

- Claim Form (**Refer Annexure I for format**)
- Death Certificate issued by municipal authorities/government department. The photocopy should be original sighted by the Bank Officer.
- Death Certificate issued in other than English language in India will be translated by the Bank in India
- For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India
- In case the Death Certificate had been not been written in English and issued outside India it should be attested by official translator and on letterhead
- Proof of Address and Photo ID of the Legal heirs/Survivor/Nominee (**Refer Annexure IV**).
- Customer Copy of Nomination, if any
- Inventory listing in the presence of the nominee(s) and two witnesses. (**Refer Annexure III for format**)

(4) Safe Deposit Lockers without Nomination/Survivor clause

- Claim Form **(Refer Annexure I for format)**
- Death Certificate issued by municipal authorities/government department. The photocopy should be original sighted by the Bank Officer.
- Death Certificate issued in other than English language in India will be translated by the Bank in India
- For Death Certificate (DC) issued outside India: The Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India
- 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
- Proof of Address and Photo ID **(Refer Annexure IV)** of the Legal heirs/Survivor.
- Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdiction, in India need to be submitted
- Inventory listing in the presence of the legal heirs/mandate holder and two witnesses. **(Refer Annexure III for format)**

Annexure I – Claim Form

(A) Application for Deceased claim

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

From

To

The Branch Manager,
The Hongkong and Shanghai Banking Corporation Limited, (HSBC)
_____ Branch

Dear Sir,

Re: Claim in respect of Account Nos. _____/Locker
Nos. _____ of **Late Shri/Smt** _____

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

a. In case of Nomination

I, _____, residing at _____
_____ am (please tick the option below as applicable)

- (i) The registered nominee in the above account(s).
- (ii) The person authorised to access lockers.
- (iii) The person authorised to/receive payment on behalf of Master/Miss _____
_____ who is the nominee in the above account(s)/Locker and is a
minor as on the date of this claim.

Please permit access to the said locker/settle the balance in the account in the name of the
nominee.

OR

I/we will access/receive the payment as trustee(s) of the legal heirs of the deceased.

b. In the case of joint account

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

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

- Death Certificate issued by _____
- Photo Identity (required in nomination cases) _____
- Address Proof (required in nomination cases) _____
- Copy of nomination, if any

Yours faithfully,

(Claimant(s))

Date: _____

Place: _____

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

From

To

The Branch Manager
The Hongkong and Shanghai Banking Corporation Limited,
_____ Branch

Dear Sir,

Re: Claim in respect of Account Nos. _____/Locker Nos. _____ of
Late Shri/Smt. _____

I/We advise the demise of Shri/Smt. _____ (Deceased) on
_____. (<date>) He/She holds the above locker/account(s) at The Hongkong and Shanghai
Banking Corporation Limited, _____ branch (hereinafter referred to as 'the Bank').
The account(s) is/are in the name(s) of _____.

I/We lodge my/our claim for the contents lying in the locker held by the above named Deceased/balances
with accrued interest lying to the credit of the above named Deceased who died intestate. I/We am/are the
legal heirs of the above named Deceased and lodge my/our claim for payment/release of locker content(s)
as per the Bank's rules and discretion. The relevant information about the Deceased's legal heirs is as under.

1. Full Name, Address, Occupation, Age and Relationship with the Deceased:

- (i) _____ , _____
_____, _____ , _____ , _____
- (ii) _____ , _____
_____, _____ , _____ , _____
- (iii) _____ , _____
_____, _____ , _____ , _____
- (iv) _____ , _____
_____, _____ , _____ , _____
- (v) _____ , _____
_____, _____ , _____ , _____
- (vi) _____ , _____
_____, _____ , _____ , _____
- (vii) _____ , _____
_____, _____ , _____ , _____
- (viii) _____ , _____
_____, _____ , _____ , _____

2. Religion of the Deceased: _____
3. Name or Names of the Guardian(s)/person appointed to claim on behalf of the minor children of the Deceased.

a. Whether Natural Guardian	
b. Whether Guardian appointed by a Court of Law in India. If so attach a certified copy or duly attested copy of such Order	
c. In whose custody the Minor/Minors is/are?	

4. Claimant(s) name(s) and address in full:
 - (i) _____
 - (ii) _____
 - (iii) _____

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

1. Death Certificate (Original + 1 certified photocopy) issued by the competent government authority
2. Letter of Indemnity
3. _____ *
4. _____ *
5. _____ *

(* Please input documents as applicable to the existing deceased policy)

We request you to pay the balance amount/permit access to contents in the locker lying to the credit of the above named Deceased to _____ on my/our behalf. Such person shall accept the contents of the locker/receive such amounts as trustee(s) on my/our behalf and payment of the said sum of ₹ _____/handing over the contents of the locker as per the inventory list to _____ would constitute a full discharge of the Bank's obligations in this regard.

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

Yours faithfully,

Signature of Claimant(s)

Name and Address of Claimant

Place: _____

Date: _____

**(C) Application for Deceased claim
(To be used for joint accounts/locker operated jointly)**

From:

To

The Branch Manager

The Hongkong and Shanghai Banking Corporation Limited,

_____ Branch

Dear Sir,

Re: Claim in respect of Account Nos. _____/Locker Nos. _____ of
Late Shri/Smt. _____.

I/We advise the demise of Shri/Smt. _____ (Deceased) on
_____. He/She holds the above locker/account(s) at The Hongkong and Shanghai Banking
Corporation Limited, _____ branch (hereinafter referred to as 'the Bank'). The locker/account(s)
is/are in the joint name(s) of _____.

I/We lodge my/our claim for the contents in the said locker/balances with accrued interest lying to the
credit of the above named Deceased who died intestate. I/We am/are the legal heirs of the above named
Deceased and lodge my/our claim for contents of the aforesaid locker/payment of monies lying in the
aforesaid account(s) as per the Bank's rules and discretion. The relevant information about the Deceased's
legal heirs is as under.

1. Full Name, Address, Occupation Age and Relationship with the Deceased

- (i) _____ , _____
_____, _____ , _____ , _____ , _____
- (ii) _____ , _____
_____, _____ , _____ , _____ , _____
- (iii) _____ , _____
_____, _____ , _____ , _____ , _____
- (iv) _____ , _____
_____, _____ , _____ , _____ , _____
- (v) _____ , _____
_____, _____ , _____ , _____ , _____

2. Religion of the Deceased: _____

3. I/We confirm that the legal heirs as mentioned above are the only legal heirs of the Deceased.

4. Name or Names of the Guardian(s)/person appointed to claim on behalf of the minor children of the Deceased:

a. Whether Natural Guardian	
b. Whether Guardian appointed by a Court of Law in India. If so attach a certified copy or duly attested copy of such Order	
c. In whose custody the Minor/Minors is/are?	

5. Claimant(s) name(s) and address in full

- (1) _____
(2) _____
(3) _____

I/We submit the following documents.

1. Death Certificate (certified photocopy) issued by: _____
2. Letter of Indemnity
3. _____ *
4. _____ *
5. _____ *

(* -Please input documents as applicable to the existing deceased depositor's policy)

I/We request you to pay the balance amount lying to the credit of the above named Deceased/release contents of the said locker in the name of the above named Deceased to _____ on my/our behalf. Such person shall receive such amounts/contents of the locker as trustee(s) on my/our behalf and payment of the said sum of ₹ _____/handing over the contents of the locker as per the inventory list to _____ would constitute a full discharge of the Bank's obligations in this regard.

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

Yours faithfully,

Signature of Claimant(s)

Name and Address of Claimant

Place: _____

Date: _____

Annexure II – Indemnity cum Affidavit

(A) INDEMNITY CUM AFFIDAVIT (ON STAMP PAPER OF ₹300/-)

(To be used for accounts held in single name without nomination)

We

1. Mr./Ms. _____ residing at _____
_____ hereinafter referred to as Deponent no. 1.
2. Mr./Ms. _____ National residing at _____
_____ hereinafter referred to as Deponent no. 2.
3. Mr./Ms. _____ Indian National residing at _____
_____ hereinafter referred to as Deponent no. 3.
4. Mr./Ms. _____ Indian National residing at _____
_____ hereinafter referred to as Deponent no. 4.
5. Mr./Ms. _____ Indian National residing at _____
_____ hereinafter referred to as Deponent no. 5.

Hereinafter collectively referred to as the Deponents do and each of us doth hereby solemnly affirm, declare and state as follows:

1. One Mr./Ms. _____ (hereinafter referred to as the Deceased) died at _____ (<place of death>) on _____ (<date mmddyy >). Hereto annexed is a Xerox copy of the death certificate issued by the Municipal Corporation of _____ <city> certifying the death of the Deceased.
2. At the time of his/her death, the Deceased was a Hindu/Christian/Parsee, Indian National, residing in India and in the circumstances the administration of the estate of the Deceased in India is governed by the provisions of the Hindu Succession Act 1957/Mohammedan Law/Indian Succession Act (herein referred to as the Said Act).
3. The Deceased is survived by:

Sr. No.	Claimant/Deponent Name	Relationship with Deceased

4. We confirm that the legal heirs as mentioned above are the only legal heirs of the Deceased.
5. In spite of due and diligent search made by us, we have not come across any Will and/or any document purporting to be the Will of the Deceased and in the circumstances the Deceased is deemed to have died intestate (Without making a Will).
6. The Deceased has not been survived by his/her mother/father and/or a child or children of a predeceased child or children, and the only heirs and legal representatives to the estate of the Deceased as per the provisions of the said Act are ourselves, each of us having an equal share thereto.

7. The Deceased, during his lifetime, maintained in his/her single name Savings/TMD Bank Account No. _____, _____ (said Account) with the _____ Branch of The Hong Kong and Shanghai Banking Corporation Limited. (hereinafter called 'the Bank'). The Deceased 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 Deceased.
8. In the circumstances aforesaid, we the above named Deponent's, as the only heirs and legal representatives of the Deceased are absolutely entitled in equal shares, to the said sum of ₹_____.
9. No application has been preferred by us or any one of us and/or on behalf of us or any one of us nor are we 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 Deceased.
10. No estate duty is payable in respect of the estate of the Deceased.
11. We, the above named Deponent(s) have not been stopped by any Judicial/Revenue/Government authority from dealing with the estate of the Deceased or any part thereof.
12. We, the above named Deponent/s do and each of us doth hereby of our own free Will and accord and without any undue influence and/or coercion release our representative share/right title and interest in the amount outstanding to the credit of the aforesaid account in favour of Deponent No. _____ absolutely and do hereby irrevocably authorise the Bank to pay over the amount standing to the credit of the said Account to Deponent no. _____ absolutely.
13. On the basis of the aforesaid representations and declarations we requested the Bank to close the said Account and pay over the amount standing to the credit of the said Account to = Deponent no. _____ which the Bank has agreed to do on the following indemnity being given by us.
14. Deponent no. _____ will receive such amounts as trustee(s) on our behalf and payment of the said sum of ₹_____ to Deponent no. _____ would constitute a full discharge of the Bank's obligations in this regard.

(A) In consideration of the Bank having agreed to close the said Account and pay over the amount lying to the credit thereof unto Deponent no. _____ on the basis of the foregoing representation and without insisting upon our obtaining legal representation to the estate of the Deceased we 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 having so closed the said Account and paid over the amount standing to the credit thereof to Deponent no. _____

Solemnly Declared at _____ this _____ day of _____ by the within named (to be signed by all Deponents)

- 1.
- 2.
- 3.
- 4.
- 5.

Before me (Notary, State)

Read over and explained by each of us in the presence of each other unto the Deponents above named before the execution hereby by them in our presence and each of them is known and identified by each one of us.

- 1.
- 2.

Annexure II – Indemnity cum Affidavit

(A) INDEMNITY CUM AFFIDAVIT (ON STAMP PAPER OF ₹300/-)

(To be used for accounts held in single name without nomination)

We

1. Mr./Ms. _____ residing at _____
_____ hereinafter referred to as Deponent no. 1.
2. Mr./Ms. _____ National residing at _____
_____ hereinafter referred to as Deponent no. 2.
3. Mr./Ms. _____ Indian National residing at _____
_____ hereinafter referred to as Deponent no. 3.
4. Mr./Ms. _____ Indian National residing at _____
_____ hereinafter referred to as Deponent no. 4.
5. Mr./Ms. _____ Indian National residing at _____
_____ hereinafter referred to as Deponent no. 5.

Hereinafter collectively referred to as the Deponents do and each of us doth hereby solemnly affirm, declare and state as follows:

1. One Mr./Ms. _____ (hereinafter referred to as the Deceased) died at _____ (<place of death>) on _____ (<date mmddyy >). Hereto annexed is a Xerox copy of the death certificate issued by the Municipal Corporation of _____ <city> certifying the death of the Deceased.
2. At the time of his/her death, the Deceased was a Hindu/Christian/Parsee, Indian National, residing in India and in the circumstances the administration of the estate of the Deceased in India is governed by the provisions of the Hindu Succession Act 1957/Mohammedan Law/Indian Succession Act (herein referred to as the Said Act).
3. The Deceased is survived by:

Sr. No.	Claimant/Deponent Name	Relationship with Deceased

4. We confirm that the legal heirs as mentioned above are the only legal heirs of the Deceased.
5. In spite of due and diligent search made by us, we have not come across any Will and/ or any document purporting to be the Will of the Deceased and in the circumstances the Deceased is deemed to have died intestate (Without making a Will).
6. The Deceased has not been survived by his/her mother/father and/or a child or children of a predeceased child or children, and the only heirs and legal representatives to the estate of the Deceased as per the provisions of the said Act are ourselves, each of us having an equal share thereto.



7. The Deceased, during his lifetime, maintained in his/her single name Savings/TMD Bank Account No. _____, _____ (said Account) with the _____ Branch of The Hong Kong and Shanghai Banking Corporation Limited. (hereinafter called 'the Bank'). The Deceased 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 Deceased.
8. In the circumstances aforesaid, we the above named Deponent's, as the only heirs and legal representatives of the Deceased are absolutely entitled in equal shares, to the said sum of ₹_____.
9. No application has been preferred by us or any one of us and/or on behalf of us or any one of us nor are we 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 Deceased.
10. No estate duty is payable in respect of the estate of the Deceased.
11. We, the above named Deponent(s) have not been stopped by any Judicial/Revenue/Government authority from dealing with the estate of the Deceased or any part thereof.
12. We, the above named Deponent/s do and each of us doth hereby of our own free Will and accord and without any undue influence and/or coercion release our representative share/right title and interest in the amount outstanding to the credit of the aforesaid account in favour of Deponent No. _____ absolutely and do hereby irrevocably authorise the Bank to pay over the amount standing to the credit of the said Account to Deponent no. _____ absolutely.
13. On the basis of the aforesaid representations and declarations we requested the Bank to close the said Account and pay over the amount standing to the credit of the said Account to = Deponent no. _____ which the Bank has agreed to do on the following indemnity being given by us.
14. Deponent no. _____ will receive such amounts as trustee(s) on our behalf and payment of the said sum of ₹_____ to Deponent no. _____ would constitute a full discharge of the Bank's obligations in this regard.

(A) In consideration of the Bank having agreed to close the said Account and pay over the amount lying to the credit thereof unto Deponent no. _____ on the basis of the foregoing representation and without insisting upon our obtaining legal representation to the estate of the Deceased we 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 having so closed the said Account and paid over the amount standing to the credit thereof to Deponent no. _____

Solemnly Declared at _____ this _____ day of _____ by the within named (to be signed by all Deponents)

- 1.
- 2.
- 3.
- 4.
- 5.

Before me (Notary, State)

Read over and explained by each of us in the presence of each other unto the Deponents above named before the execution hereby by them in our presence and each of them is known and identified by each one of us.

- 1.
- 2.

Annexure III – Inventory Listing**(A) Form of Inventory of Contents of Safety Locker Hired from Banking Company (Section 45ZE (4) of the Banking Regulation Act, 1949)**

The following inventory of contents of Safety Locker No. _____ located in the Safe Deposit Vault of The Hongkong and Shanghai Banking Corporation Ltd., _____ Branch at _____ <<City name>>> (please tick as applicable below)

Hired by Shri/Smt. _____ deceased in his/her sole name. Hired by Shri/Smt. (i) _____ (deceased) jointly with (ii) _____, (iii) _____

was taken on this _____ day of _____ 20____.

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

For the purpose of inventory, access to the locker was given to the Nominee/and the surviving Hirers – (please tick as applicable below)

Who produced the key to the locker.

By breaking open the locker under his/her/their instructions.

The above inventory was taken in the presence of:

In case of a sole account with nomination, provide nominee details below:

Sr. No.	Name	Address	Signature

In case of a joint a/c, please provide nominee and survivor details below.

Sr. No.	Name	Address	Signature

Witness(es) with name, address and signature:

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Date and Place _____

Date and Place _____

(B) Form of Inventory of articles left in safe custody with banking company (Section 45ZC (3) of the Banking Regulation Act, 1949).

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

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

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee)

2. Shri/Smt. _____

(Appointed on behalf of minor Nominee)

Address _____
_____ OR

Address _____

Signature _____ Signature _____

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

Shri/Smt. _____ (Nominee)

Shri/Smt. _____

Signature _____ (Appointed on behalf of minor Nominee)

Date and Place _____ Signature _____

Date and Place _____

Annexure IV – List of documents for Photo ID and Address Proof

Photocopy of any one of the following to be submitted as photo-ID

- Passport
- Voter's ID
- Permanent Driving Licence
- Government ID Card
- Defence ID Card
- Photo PAN Card
- Photo Ration Card

Photocopy of any one of the following to be submitted as address proof

- Passport
- Election/Voter's ID
- Permanent Driving Licence
- Ration Card*
- Society Outgoing Bill (only from registered societies)
- Life Insurance Policy
- Electricity/Water Bill
- Telephone (Land/Mobile) Bill
- Property Tax Bill
- Domicile certificate with address issued by Municipal Corporation
- Aadhaar Card
- Government employee ID Cards
- Defence ID Card
- NREGA Job Card
- Registered rent/lease agreement (registered with State Government or similar registration authority)

Please note –

- Original of the Photo-ID and Address Proof as mentioned above must be produced for verification by the Bank officer
- The proof of ID is not treated as a document for Proof of Address. A second document providing proof of address should be produced to corroborate the ID. The only exception to this is a valid Passport
- *Ration card issued by the authorities in the state of Gujarat and Maharashtra should not be accepted as a proof of residential/permanent address of the customers. If the ration card has been issued from any other state and the ration card specifically states that it has been issued only for 'ration purposes', such ration cards should also not be accepted as a proof of residential/permanent address. For all other states (i.e. other than mentioned above), where For all other states (i.e. other than mentioned above), where the ration card is accepted, these should be accompanied with a satisfactory residence verification/telephone verification (RVTV) undertaken by a Bank staff and a RVTV report should be completed in the prescribed format. In case of ration card being accepted as a proof of permanent address, a residence verification need not be insisted upon
- In some cases, some close relatives, e.g. wife, son, daughter and parents who live with their husband, father/mother and son, as the case may be, may not have a proof of address in their own name. In such cases, they should obtain a proof of identification, proof of relationship and a proof of address of the relative with whom they are living along with a declaration from the relative that the said person is a relative and is staying with him/her. In such cases, supplementary evidence such as letter received through post can be used for further verification of address



**ANNEXURE OE
NO OBJECTION CERTIFICATE**

(To be given by legal heir(s)/legal representative(s) - value of holding not exceeding ₹1 lakh
on the date of application)

Dated: DD MM YYYY

To,

The Hongkong and Shanghai Banking Corporation Limited, India.
The Hongkong and Shanghai Banking Corporation Limited, India. 52/60 M.G Road, Fort,
Mumbai - 400 001.

Dear Sir,

Re: Transmission of security balances standing in the name of
late _____ under Client ID _____ DP ID: IN300142

1. In connection with the above, I wish to inform you that Mr./Mrs. _____
expired on _____ and was holding the following securities under the Client ID
_____ and DP ID: IN300142.

ISIN	Name of Company	No. of securities

2. I the undersigned, residing at _____, am a legal heir of the said deceased.
3. I do not desire to make any claim of title of the said securities and have no objection whatsoever in transmitting the said securities in the name(s) of Mr./Mrs. _____ who has/have opened a beneficial owner account(s) under Client ID _____ and DP ID: IN300142.
4. In consideration of registration of the aforesaid securities in the client account of Mr./Mrs. _____ under DP ID: IN300142 Client ID _____ at my request, I hereby agree to renounce all my rights existing as well as they may accrue to me in future in respect of the aforesaid securities.

Signed in the presence of

Bank Manager

Signature of the legal heir

Full Name and Address of Bank Manager

Note: This No Objection Certificate should be signed by each legal heir separately.



ANNEXURE Q
APPLICATION FOR CLOSING AN ACCOUNT
(For Beneficiary Account only)

Dated:

To,
The Hongkong and Shanghai Banking Corporation Limited
52/60, Mahatma Gandhi Road, Mumbai - 400 001
DP ID:IN300142.

1. I/We hereby request you to close my/our account with you as per following details:

Name of the Holder(s)	
Sole/First Holder	
Second Holder	
Third Holder	

2. Reason(s) for Closure of depository account: _____

3. Client ID (of account to be closed)

4. Please tick the applicable option(s)

Option A [There are no balances/holdings in this account]																					
<input type="checkbox"/> Option B (Transfer the balances/holdings in this account as per details given)	<input type="checkbox"/> Transfer to my/our own account (Provide target account details and enclose Client Master Report of Target Account) <input type="checkbox"/> Transfer to any other account (<i>Submit duly filled Delivery Instruction Slip signed by all holders</i>)																				
Target Account Details																					
<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL	DP ID Client ID																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table>																					
<input type="checkbox"/> Option C [Rematerialise/Reconvert (<i>Submit duly filled Remat/Reconversion Request Form - for mutual fund units</i>)]																					

5. Signature(s)

Sole/First Holder	
Second Holder	
Third Holder	



Acknowledgement

We hereby acknowledge the receipt of the your request for closing the following Account subject to verification:

DP ID

Client ID

Name of Sole/First Holder

Name of Second Holder

Name of Third Holder

Signature of the Authorised Signatory

Seal/Stamp of Participant

Date

**ANNEXURE O
TRANSMISSION FORM**

Dated:

To,
The Hongkong and Shanghai Banking Corporation Limited, India.
The Hongkong and Shanghai Banking Corporation Limited, India. 52/60 M.G Road, Fort,
Mumbai - 400 001.

(1) I/We, the undersigned, being the:

- | | | | |
|--------------------------------|--------------------------|-----------------|--------------------------|
| Executor(s) of the Will | <input type="checkbox"/> | Legal Heir(s) | <input type="checkbox"/> |
| Administrator(s) of the Estate | <input type="checkbox"/> | Joint Holder(s) | <input type="checkbox"/> |
| Successor(s) to the Estate | <input type="checkbox"/> | Nominee | <input type="checkbox"/> |
| Survivors of HUF | <input type="checkbox"/> | | |

of Mr./Mrs./Ms. _____,
Mr./Mrs./Ms. _____
and Mr./Mrs./Ms. _____, the deceased,
of which *nomination/probate/letter of administration/succession certificate was duly granted to me/us
on the _____ day of _____ of _____ hereby request you to register me/us
as the beneficial owner(s) in respect of the securities standing in the name of the said deceased under
Client ID _____ DP ID:IN300142, the details of which are as follows:

ISIN	Name of Company	No. of Securities

(2) I/We give hereunder the details of my/our account with a Participant to which the security balances are requested to be transmitted:

Name	Client ID	DP ID:IN300142

(3) List of Documents enclosed (for Individual accounts) (tick as applicable):

- A For surviving holder(s) in a joint account
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- B For nominee of the deceased
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- C For legal heir(s)/legal representative(s) where deceased was a sole holder and no nomination in the account - Value of holding not exceeding ₹1 lakh on the date of application
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- Indemnity (format given at Annexure OC)
- Affidavit (format given at Annexure OD)
- No Objection Certificate(s) (format given at Annexure OE)
- Family Settlement Deed [as an alternate to No Objection Certificate(s)]



D For legal heir(s)/Legal representative(s) where deceased was a sole holder and no nomination in the account - Value of holding was ₹1 Lakh or more on the date of application.

- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
 Succession certificate
 Letter of Administration
 Probate of the Will

(4) Declaration:

(Applicable only for legal heir(s)/legal representative(s) where deceased was a sole holder and no nomination in the account - Value of holding not exceeding ₹1 Lakh on the date of application).

We declare that the below mentioned person(s) are the only legal heir(s) of the deceased and there are no other legal heir(s). Of these, as specified below, some/all of them are claimants and some of them have given a No Objection Certificate in favour of other legal heir(s). Details are given below:

Sr. No.	Name of the legal heir(s)	Specify whether a claimant or given a No Objection Certificate

(5) List of Documents enclosed (for HUF accounts) (tick as applicable):

A Value of holding not exceeding ₹10 lakh on the date of application. (Where there is an objection from any member of HUF, documents mentioned at B below must be submitted)

- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
 Indemnity (format given at Annexure OF)
 Affidavit (format given at Annexure OG)

B Value of holding was ₹10 lakh or more on the date of application.

- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
 Court Decree
 Deed of Partition

C Separation/partition of HUF

- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
 Settlement Deed
 Deed of Partition
 Court Decree

(6) Signatures:

Sr. No.	Name of claimant	Signature of claimant

- Notes:** 1. This request form should be signed by the surviving joint holder(s)/legal heir(s)/legal representative(s)/nominee/all surviving members of the HUF, as the case may be.
2. *Strike off whichever is not applicable.

Indemnity to be executed on Non-judicial Stamp paper of appropriate value

ANNEXURE OC
LETTER OF INDEMNITY

(to be given by legal heir(s)/legal representative(s) - value of holding not exceeding ₹1 lakh on the date of application)

To,
DP and NSDL
Address

Dear Sir,

Sub: Transmission of securities standing in the name of Late Mr./Mrs. _____.

I/We hereby inform you that Mr./Mrs. _____ the deceased, was holding a Client account no. _____ with _____ a Depository Participant having DP ID _____. The said deceased was holding the following securities:

ISIN	Name of Company	No. of Securities

The said deceased died intestate without leaving a Will on the _____ day of _____.

We further inform you that he/she left behind him/her as his/her only surviving heirs and next of kin, the following persons according to the Law of Intestate Succession applicable to him/her by which he/she was governed at the time of his/her death.

- (a) _____
- (b) _____
- (c) _____

We have, therefore, approached you with a request to transfer the aforesaid securities in the name of the undersigned Mr./Mrs./Ms. _____ on my/our behalf without insisting of production of a Succession Certificate or an order of the court of competent jurisdiction and you have kindly agreed to do so on my/our executing an indemnity as is herein contained and on relying on the information herein given by us believing the same to be true.

In consideration therefore of your having at our request agreed to transfer securities to the name of the undersigned _____ I/we hereby jointly and severally agree and undertake to indemnify and keep indemnified, saved, defended, harmless you and your successors and assigns for all time hereafter against all losses, costs, claims, actions, demands, risks, charges, expenses, damages, etc., whatsoever which you may suffer and/or incur by reason of your, at my/our request, transferring the said securities as herein abovementioned, to the undersigned _____ without insisting on production of a Succession Certificate or an order of the court of competent jurisdiction.

IN WITNESS WHEREOF THE said _____ [name(s) of applicant(s)] have here unto set their respective hands and seals this _____ day of _____ of _____.

Signed, sealed and delivered by the said applicant(s)

Signature(s) of applicant(s)



SURETY

I, the undersigned certify that the above facts are true to the best of my knowledge and bind myself as surety to make good all claims, charges, costs, damages, demands, expenses and losses which the Participant/NSDL, its successors and assigns may sustain, incur or be liable for in consequence of complying with the request contained above of the applicant(s) herein and the Participant/NSDL and its successors, assigns will be entitled to claim and realise all claims, charges, costs, damages, demands, expenses and losses from me or from my properties, as the case may be.

Signature of Surety

Name: _____

Address: _____

Date: _____

Place: _____

(Signature of Magistrate/Notary)

Full Name and _____

Address of _____

Magistrate/_____

Notary: _____

PIN

Regd. No. _____

Use space below to affix:

Notarial/Court Fee Stamp	Official Seal of Magistrate/Notary
---------------------------------	---

Note:This indemnity is to be executed in the presence of a first class judicial or stipendiary Magistrate/ Public Notary.

ANNEXURE Q
APPLICATION FOR CLOSING AN ACCOUNT
(For Beneficiary Account only)

Dated:

To,
The Hongkong and Shanghai Banking Corporation Limited
52/60, Mahatma Gandhi Road, Mumbai - 400 001
DP ID: IN300142.

1. I/We hereby request you to close my/our account with you as per following details:

Name of the Holder(s)	
Sole/First Holder	
Second Holder	
Third Holder	

2. Reason/s for Closure of depository account: _____

3. Client ID (of account to be closed)

4. Please tick the applicable option(s)

Option A [There are no balances/holdings in this account]																					
<input type="checkbox"/> Option B [Transfer the balances/holdings in this account as per details given]	<input type="checkbox"/> Transfer to my/our own account (Provide target account details and enclose Client Master Report of Target Account) <input type="checkbox"/> Transfer to any other account (Submit duly filled Delivery Instruction Slip signed by all holders)																				
Target Account Details																					
<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL	DP ID Client ID																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table>																					
<input type="checkbox"/> Option C [Rematerialise/Reconvert (Submit duly filled Remat/Reconversion Request Form - for mutual fund units)]																					

5. Signature(s)

Sole/First Holder	
Second Holder	
Third Holder	



Acknowledgement

We hereby acknowledge the receipt of the your request for closing the following Account subject to verification:

DP ID

Client ID

Name of Sole/First Holder

Name of Second Holder

Name of Third Holder

Signature of the Authorised Signatory

Seal/Stamp of Participant

Date:

**ANNEXURE OE
NO OBJECTION CERTIFICATE**

(To be given by legal heir(s)/legal representative(s) - value of holding not exceeding ₹1 lakh on the date of application)

Dated: DD MM YYYY

To,
The Hongkong and Shanghai Banking Corporation Limited, India.
The Hongkong and Shanghai Banking Corporation Limited, India. 52/60 M.G Road, Fort,
Mumbai - 400 001.

Dear Sir,

Re: Transmission of security balances standing in the name of
late _____ under Client ID _____ DP ID: IN300142

- (1) 1. In connection with the above, I wish to inform you that Mr./Mrs. _____ expired on _____ and was holding the following securities under the Client ID _____ and DP ID: IN300142.

ISIN	Name of Company	No. of securities

2. I the undersigned, residing at _____, am a legal heir of the said deceased.
3. I do not desire to make any claim of title of the said securities and have no objection whatsoever in transmitting the said securities in the name(s) of Mr./Mrs. _____ who has/have opened a beneficial owner account(s) under Client ID _____ and DP ID: IN300142.
4. In consideration of registration of the aforesaid securities in the client account of Mr./Mrs. _____ under DP ID: IN300142 Client ID _____ at my request, I hereby agree to renounce all my rights existing as well as they may accrue to me in future in respect of the aforesaid securities.

Signed in the presence of

Bank Manager

Signature of the legal heir

Full Name and Address of Bank Manager

Note: This No Objection Certificate should be signed by each legal heir separately.



**ANNEXURE O
TRANSMISSION FORM**

Dated:

To,
The Hongkong and Shanghai Banking Corporation Limited, India.
The Hongkong and Shanghai Banking Corporation Limited, India. 52/60 M.G Road, Fort,
Mumbai - 400 001.

(1) I/We, the undersigned, being the:

Executor(s) of the Will	<input type="checkbox"/>	Legal Heir(s)	<input type="checkbox"/>
Administrator(s) of the Estate	<input type="checkbox"/>	Joint Holder(s)	<input type="checkbox"/>
Successor(s) to the Estate	<input type="checkbox"/>	Nominee	<input type="checkbox"/>
Survivors of HUF	<input type="checkbox"/>		

of Mr./Mrs./Ms. _____,
Mr./Mrs./Ms. _____
and Mr./Mrs./Ms. _____, the deceased,
of which *nomination/probate/letter of administration/succession certificate was duly granted to me/us
on the _____ day of _____ of _____ hereby request you to register me/us
as the beneficial owner(s) in respect of the securities standing in the name of the said deceased under
Client ID _____ DP ID:IN300142, the details of which are as follows:

ISIN	Name of Company	No. of Securities

(2) I/We give hereunder the details of my/our account with a Participant to which the security balances are requested to be transmitted:

Name	Client ID	DP ID:IN300142

(3) List of Documents enclosed (for Individual accounts) (tick as applicable):

- A** For surviving holder(s) in a joint account
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- B** For nominee of the deceased
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- C** For legal heir(s)/legal representative(s) where deceased was a sole holder and no nomination in the account - Value of holding not exceeding ₹1 lakh on the date of application
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- Indemnity (format given at Annexure OC)
- Affidavit (format given at Annexure OD)
- No Objection Certificate(s) (format given at Annexure OE)
- Family Settlement Deed [as an alternate to No Objection Certificate(s)]



- D For legal heir(s)/Legal representative(s) where deceased was a sole holder and no nomination in the account - Value of holding was ₹1 Lakh or more on the date of application.
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- Succession certificate
- Letter of Administration
- Probate of the Will

(4) Declaration:

(Applicable only for legal heir(s)/legal representative(s) where deceased was a sole holder and no nomination in the account - Value of holding not exceeding ₹1 Lakh on the date of application).

We declare that the below mentioned person(s) are the only legal heir(s) of the deceased and there are no other legal heir(s). Of these, as specified below, some/all of them are claimants and some of them have given a No Objection Certificate in favour of other legal heir(s). Details are given below:

Sr. No.	Name of the legal heir(s)	Specify whether a claimant or given a No Objection Certificate

(5) List of Documents enclosed (for HUF accounts) (tick as applicable):

- A Value of holding not exceeding ₹10 lakh on the date of application. (Where there is an objection from any member of HUF, documents mentioned at B below must be submitted)
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- Indemnity (format given at Annexure OF)
- Affidavit (format given at Annexure OG)
- B Value of holding was ₹10 lakh or more on the date of application.
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- Court Decree
- Deed of Partition
- C Separation/partition of HUF
- Copy of Death Certificate duly attested by a Notary Public or by a Gazetted Officer
- Settlement Deed
- Deed of Partition
- Court Decree

(6) Signatures:

Sr. No.	Name of claimant	Signature of claimant

- Notes:**
- This request form should be signed by the surviving joint holder(s)/legal heir(s)/legal representative(s)/nominee/all surviving members of the HUF, as the case may be.
 - *Strike off whichever is not applicable.

Indemnity to be executed on Non-judicial Stamp paper of appropriate value

**ANNEXURE OC
LETTER OF INDEMNITY**

(to be given by legal heir(s)/legal representative(s) - value of holding not exceeding ₹1 lakh on the date of application)

To,
DP and NSDL
Address

Dear Sir,

Sub: Transmission of securities standing in the name of Late Mr./Mrs. _____.

I/We hereby inform you that Mr./Mrs. _____ the deceased, was holding a Client account no. _____ with _____ a Depository Participant having DP ID _____. The said deceased was holding the following securities:

ISIN	Name of Company	No. of Securities

The said deceased died intestate without leaving a Will on the _____ day of _____.

We further inform you that he/she left behind him/her as his/her only surviving heirs and next of kin, the following persons according to the Law of Intestate Succession applicable to him/her by which he/she was governed at the time of his/her death.

- (a) _____
- (b) _____
- (c) _____

We have, therefore, approached you with a request to transfer the aforesaid securities in the name of the undersigned Mr./Mrs./Ms. _____ on my/our behalf without insisting of production of a Succession Certificate or an order of the court of competent jurisdiction and you have kindly agreed to do so on my/our executing an indemnity as is herein contained and on relying on the information herein given by us believing the same to be true.

In consideration therefore of your having at our request agreed to transfer securities to the name of the undersigned _____ I/we hereby jointly and severally agree and undertake to indemnify and keep indemnified, saved, defended, harmless you and your successors and assigns for all time hereafter against all losses, costs, claims, actions, demands, risks, charges, expenses, damages, etc., whatsoever which you may suffer and/or incur by reason of your, at my/our request, transferring the said securities as herein abovementioned, to the undersigned _____ without insisting on production of a Succession Certificate or an order of the court of competent jurisdiction.

IN WITNESS WHEREOF THE said _____ [name(s) of applicant(s)] have here unto set their respective hands and seals this _____ day of _____ of _____.

Signed, sealed and delivered by the said applicant(s)

Signature(s) of applicant(s)



SURETY

I, the undersigned certify that the above facts are true to the best of my knowledge and bind myself as surety to make good all claims, charges, costs, damages, demands, expenses and losses which the Participant/NSDL, its successors and assigns may sustain, incur or be liable for in consequence of complying with the request contained above of the applicant(s) herein and the Participant/NSDL and its successors, assigns will be entitled to claim and realise all claims, charges, costs, damages, demands, expenses and losses from me or from my properties, as the case may be.

Signature of Surety

Name: _____

Address: _____

Date: _____

Place: _____

(Signature of Magistrate/Notary)

Full Name and _____

Address of _____

Magistrate/ _____

Notary: _____

PIN

Regd. No. _____

Use space below to affix:

Notarial/Court Fee Stamp	Official Seal of Magistrate/Notary
---------------------------------	---

Note:This indemnity is to be executed in the presence of a first class judicial or stipendiary Magistrate/ Public Notary.