Suryoday Small Finance Bank Limited

Model Operational Procedure for Settlement of Claims for Deceased Depositor

Version: FY: 25-26/2.0

Policy Version Control:

Version	Board Approval Date	Author	Maintained by
FY 17-18/1.0	21st February 2018	Manoj Golikeri	Risk & Policy
FY 18-19/1.0	05th February 2019	Manoj Golikeri	Risk & Policy
FY 19-20/1.0	29th May 2019	Manoj Golikeri	Risk & Policy
FY 19-20/2.0	07th November 2019	Manoj Golikeri	Risk & Policy
FY 20-21/1.0	12th November 2020	Manoj Golikeri	Risk & Policy
FY 21-22/1.0	25th March 2022	Kartiklingam Nadar	Risk & Policy
FY 22-23/1.0	18th May 2022	Kartiklingam Nadar	Risk & Policy
FY 22-23/2.0	24th March 2023	Kartiklingam Nadar	Risk & Policy
FY 23-24/1.0	21st September 2023	Kartiklingam Nadar	Risk & Policy
FY 23-24/2.0	22nd March 2024	Kartiklingam Nadar	Risk & Policy
FY 24-25/1.0	9th May 2024	Kartiklingam Nadar	Risk & Policy
FY 25-26/1.0	8th May 2025	Kartiklingam Nadar	Risk & Policy
FY 25-26/2.0	12th February 2026	Pravin Bharambe	Risk & Policy

Notice to the Reader:

This policy document is the property of Suryoday Small Finance Bank Ltd. and is for the use of the Bank only. It must not be copied, disclosed, circulated or referred to in correspondence with external parties or discussed with any other third party other than for any regulatory requirements without prior written consent from Vice President – Control Operations.

Contents

1. Introduction 4
2. Definitions 4
3. Settlement of Claims in Deposit Accounts of Deceased Depositor 4
4. Joint Account with or without nomination and Without survivorship mandate (operated jointly) 5
5. Operational and Compensation related aspects 11
6. Miscellaneous 11
6.1 Settlement of claims in respect of deposit accounts of a sole proprietary concern 11
6.2 Modes for Certification of 'proof of death' document issued outside India 12
6.3 Settlement of claims for HUF Accounts - Death of Karta 13
7. Approval Matrix 14
7.1 Officially Valid Documents (OVD) 14
7.2 Competent Authority for Settlement of Claims 15
7.3 Branch process for lodging death claim cases: 15
7.5 Splitting of Term Deposit 17
8. Policy Review and Updates 17
Annexure V 18
Annexure VI 21
Annexure VII 25
Annexure VIII 27
Annexure IX 28
Annexure X 29
Annexure XI 29

This message is marked Restricted. Do not distribute to third parties without manager approval.

1. Introduction

The Reserve Bank of India has issued directions on Settlement of Claims in respect of Deceased Customers of Banks, Directions, 2025 and as amended from time to time to provide a harmonized framework and to standardise the documentation for settlement of claims in respect of deposit accounts of a deceased customer and to minimise the difficulties faced by the nominees, survivors and legal heirs.

2. Definitions

a) 'Accounts with survivorship clause' refers to joint deposit accounts styled as 'either or survivor', or 'anyone or survivor', or 'former or survivor' or 'latter or survivor' or any other such clause.
b) 'Apostille' refers to a certificate that authenticates the origin of a public document (e.g., a birth, marriage or death certificate, a judgment, an extract of a register or a notarial attestation). Apostilles can only be issued for documents issued in one country party to the Hague Apostille Convention and that are to be used in another country which is also a party to the Convention. In India, such attestations are done by Ministry of External Affairs.
c) 'Bank Rate' refers to the rate published by Reserve Bank in terms of Section 49 of the Banking Regulation Act, 1949.
d) 'Customer' refers to a person who may be a depositor.
e) 'Depositor' refers to an individual(s) who has any type of deposit account with the Bank such as Savings account, Current account, Term Deposit account, etc.
f) 'Threshold limit' is Rs 15 Lakh or such higher limit as may be fixed by the Bank.

3. Settlement of Claims in Deposit Accounts of Deceased Depositor

Accounts with nominee(s)/ survivorship clause

A deposit account where a depositor had made nomination in terms of the provisions of the Banking Regulation Act, 1949 or where the account was opened with survivorship clause, the payment of the outstanding balance upon the death of the depositor(s) to the nominee(s)/ survivor(s) shall be considered a valid discharge of a Bank's liability, provided:

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

(ii) (a) Nomination Facility:

- Nomination Facility simplifies the procedure for settlement of claims of deceased depositors as Banks get a valid discharge by making payment of the balance outstanding in a depositor's account at the time of his death.
- Nomination is optional for Bank customers. Bank shall create awareness of its advantages while opening a deposit account. Nomination facility, if availed, would ensure smooth settlement of claim to the nominee for the purpose of simplifying the procedure for settlement of claims of deceased depositors and nomination facility does not take away the rights of legal heir(s) on the estate of the deceased. The nominee would be receiving the stock from the Bank as a trustee of the legal heir(s).

This message is marked Restricted. Do not distribute to third parties without manager approval.

(b) Survivorship:

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

(iii) In cases where settlement can be made to the Survivors/Nominee as per the terms of the contract, it should be made clear to the survivor(s)/nominee(s) that he/she/they would be receiving the payment from the Bank as a trustee of the legal heir(s) of the deceased depositor, i.e., such payment to him/her/them shall not affect the right or claim which any person may have against the survivor(s)/nominee(s) to whom the payment is made.

4. Joint Account with or without nomination and Without survivorship mandate (operated jointly)

4.1 Savings Account / Current Account

➢ **With Nomination:**

- In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heir(s) of the deceased joint account holder (or any of them as mandated by all the legal heir(s)) against their joint claim on verification of the authority of the legal heir(s) and proof of the death of the depositor(s).
- In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his/her/their identity (such as Election ID Card, PAN card, Passport etc.) and proof of death of the depositors.

➢ **Minor Nominee:**

- Where the nominee is a minor, the signature of the nominee wherever required will have to be given by a person authorized to do so on his/her behalf, as indicated in the nomination form and recorded in Bank's books.

➢ **Without Nomination:**

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

This message is marked Restricted. Do not distribute to third parties without manager approval.

verification of authority of the legal heir(s) and proof of death of the depositors.

4.2 Term Deposit Account

➢ **With Nomination:**

- In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heir(s) of the deceased joint account holder (or any one of them as mandated by all the legal heir(s)) on verification of identity of the legal heir(s)heir(s) and proof of death of the depositor(s) on maturity of the deposit.
- In the event of death of both / all the joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his/her/their identity (such as Election ID Card, PAN Card, . Passport etc.) and the proof of death of depositors on maturity of the deposit.

➢ **Minor Nominee:**

- Where the nominee is a minor, the signature of the nominee wherever required will have to be given by a person authorized to do so on his/her behalf, as indicated in the nomination form and recorded in Bank's books.

➢ **Without Nomination:**

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

4.3 Accounts without nominee/ survivorship clause

In case where the deceased depositor had not made any nomination or for the joint accounts without survivorship clause (such as single or jointly operated accounts), branches have been advised to adopt a simplified procedure for repayment to legal heir(s) of the depositor keeping in view the imperative need to avoid inconvenience and undue hardship to the common person. With a view to avoid inconvenience and undue hardship to common public in obtaining a court order, Bank has fixed a threshold limit of Rs 15 Lakh for settlement of claims in deposit accounts without insisting upon a court order, succession certificate or letter of administration, etc. in which case the claim can be settled in favour of the legal heir(s), by obtaining Indemnity and other documents as stated hereunder, after obtaining permission of the competent authority as per the delegation of powers.

Where the claim involved is above the aforesaid limit or where there is a dispute between the legal heir(s) / claimants even if the claim is within the aforesaid limit, branches should insist for necessary Court Order by way of Succession Certificate or Letter of Administration, etc.

The Bank follows the following process for settlement of claims in respect of deposit accounts where the aggregate amount payable, including accrued interest, as on the date of the application is less than the threshold limit, provided.

This message is marked Restricted. Do not distribute to third parties without manager approval.

i. a deceased depositor(s) had not made any nomination or in case of a joint account, the account was without nominee/ survivorship clause,
ii. there is no Will left behind by the deceased depositor(s),
iii. there is no contesting claim, and
iv. there is no order from a competent court in the knowledge of the Bank, restraining the claimant(s) from receiving nor the Bank from making the payment.

(a) Claim amount up to the threshold limit:

The claim up to the threshold limit based on

i. Claim form, as given in Annexure VI, duly filled in and signed by the claimant(s) other than those who have signed the letter of disclaimer/ no objection.
ii. Death certificate of the deceased depositor(s).
iii. Officially Valid Document of the claimant(s) towards verifying his/ her identity and address.
iv. Bond of indemnity, as given in Annexure VII, signed by the claimant(s);
v. Letter of disclaimer/ no objection, as given in Annexure VIII, from non-claimant legal heir(s), if applicable; and
vi. Legal Heir Certificate issued by a competent authority.
or
Declaration, as given in Annexure IX, regarding the legal heir(s) of the deceased depositor(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the Bank.

No bond of surety from a third-party is obtained in case of claims up to the threshold limit.

(b) Claim amount above the threshold limit

In cases where claim amount is above the threshold limit, the claim settlement is based on

i. Succession Certificate and documents mentioned at clauses 4.3(a)(i) to (iii) above.
or
ii. Legal Heir Certificate issued by a competent authority; or
Affidavit, as given in Annexure IX, sworn before a Notary Public/ Judge/ Judicial Magistrate regarding the legal heir(s) of the deceased depositor, by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the Bank.
In such cases, the branch shall call for the documents at clauses 4.3(a)(i) to (v) above. The branch may also call for a bond of surety, as given in Annexure VII, from third-party individuals (which may include non-claimant legal heir(s)) who are acceptable to the Bank and good for the claim amount.

4.4 Settlement of Claims not falling under the Simplified Procedure

When legal representation (i.e. probated Will or a Succession Certificate or a Letter of Administration to the estate of the deceased) is obtained and produced by the claimants, the branch shall make the payment in terms of the legal representation, after scrutinizing the following and obtaining the requisite approvals as defined in this policy:

i. That the Succession Certificate/Letters of Administration from a Competent court of law or a Certification from Administration General of the State has been granted pertaining to the deceased depositor(s) including the balance(s) in account(s) of the deceased etc.

ii. That the name of the depositor and the account number have been correctly stated in the Succession

Certificate/Letter of administration/Administrator General's Certificate.

iii. That the Succession Certificate/Letter of Administration/Administrator General's Certificate empowers the claimant(s) to collect the entire debt and interest thereon.

iv. That the amount mentioned in the Succession Certificate/Letter of Administration/Administrator General 's Certificate and the balance in the account of the deceased depositor is the same and if there is any difference in the amount, the same is due to application of interest in the account. The branch after verifying the above and obtaining the requisite approvals as defined in this policy, shall make payment to the claimant(s) on the basis of the Succession Certificate/Letter of Administration/Administrator General's Certificate according to their respective shares mentioned therein as per terms thereof, as per the usual procedure and after calling for all other relevant documents in support/verification of the claim.

For cases referred to legal team, legal team shall ensure that verification of court order is carried out correctly and all necessary legal precautions are ensured. Adequate stamp duty on indemnities, NOCs and affidavits (based on respective state stamp duty act), shall be carried out post consulting legal team.

(a) Claims involving 'Will' without any dispute

The branch shall settle claims after obtaining the requisite approvals as defined in this policy involving 'Will' left behind by a deceased depositor on the basis of Probate of Will/ Letter of Administration, as applicable, in addition to documents mentioned at clauses 4.3(a)(i) to (iii) 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.

However, the branch shall 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 branch shall additionally call for the documents mentioned at clauses 4.3(a)(iv) and (v) above.

(b) Cases involving contesting claims/ dispute

In case of contesting claims or dispute amongst the legal heir(s) and/ or the beneficiaries named in the Will of the deceased depositor, the branch shall settle claims after obtaining the requisite approvals as defined in this policy on the basis of Probate of Will or Letter of Administration or Succession Certificate or Court order/ decree, as applicable, and the documents mentioned at clauses 4.3(a)(i) to (iii) above. Further, where there is an order from a Court restraining the Bank from making the payment, the claim shall not be entertained during the period the order is in force. The settlement of claim shall be considered based on subsequent Court order to that effect.

(c) No bond of surety shall be insisted from a third party.

4.5 Treatment of credits in the name of a deceased depositor post settlement

Post settlement of the deposit account(s), in case any credit is received in the name of a deceased depositor, the branch shall return the same to the remitter with the remark 'Account holder deceased' and intimate the nominee(s)/ survivor(s)/ legal heir(s).

In order to avoid hardship to the survivor(s) / nominee of a deposit account, the branch may obtain appropriate agreement / authorization from the survivor(s) / nominee with regard to the treatment of pipeline flows in the name of the deceased account holder. In this regard, branch would suggest either of the following two approaches to the survivor(s)/nominee:

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

OR

b) The survivor(s)/nominee may authorise the Branch to return the pipeline flows to the remitter with the remark "Account holder deceased" and to intimate the survivor(s) / nominee accordingly. The survivor(s) / nominee / legal heir(s) could then approach the remitter to effect payment through a negotiable instrument or through NEFT/RTGS transfer in the name of the appropriate beneficiary.

4.6 Premature termination of term deposit accounts in case of depositor's death

Premature Termination of Term Deposit Account

In the event of death of the depositor, premature termination of term deposits would be allowed without any penal charge, even if the deposit is within the lock-in-period.

- **With Nomination:**
  - In the event of death of one (or more but not all) of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all legal heir(s)) as per the terms of contract on verification of identity of the legal heir(s) and proof of death of depositor.
  - Premature termination of term deposit account as per the terms of contract will be permitted at the request of the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of all the depositors. The Tax Saving Term Deposit can be terminated prematurely if the deceased depositor is the primary account holder in the Tax saver FD.

- **Minor Nominee:**
  - Where the nominee is a minor, the signature of the nominee wherever required will have to be given by a person authorized to do so on his/her behalf, as indicated in the nomination form and recorded in Bank's books.

➢ **Without Nomination:**

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

Premature Termination of Term Deposit Account by the survivors

In the event of death of one (or more but not all) of the depositors with “Either or Survivor" or "Former or Survivor" mandate, premature withdrawal of the deposit by the surviving joint depositor/s on the death of the other, can be permitted only if there is a joint mandate from all the joint depositors to this effect while opening the account or any time subsequently during the term/ tenure of the deposit.

4.7 Settlement of claims in respect of missing persons

➢ **Legal Position:** A missing person is a person who has disappeared and whose status as alive or dead cannot be confirmed as his or her location and fate are not known. The settlement of claims in respect of missing person is governed by the provisions of Section110 or Section111 of the Bharatiya Sakshya Adhiniyam, 2023. Section 110 deals with presumption of continuance of life and section 111 deals with presumption of death. As per the provisions of Section 111 of the said Act, presumption of death can be raised only after a lapse of seven years from the date of his/her/their being reported missing, and it is proved that he has not been heard of for seven years by those who would naturally have heard of him if he had been alive, As such, nominee/legal heir(s) have to raise an express presumption of death of the depositor under Sections 110 or 111 of the Bharatiya Sakshya Adhiniyam, 2023 before a competent court. If the court declares that he/she/they is/are dead, then the claim in respect of a deceased person can be settled as is done for any other deceased accounts.

➢ **Civil Death:** As per Hindu laws, a person who performs his own last rites during his lifetime after taking ’sanyas’ (a vow to renounce worldly pleasures) is deemed to be dead. It is this type of death which is known as “civil death”. After undergoing a civil death, a person cannot have any claim on his own property, and it automatically goes to his heirs. A declaration for the same can be obtained by the legal heir(s) from a competent court.

However, to avoid inconvenience and undue hardship to the common person where the aggregate amount payable, including accrued interest, as on the date of the application is less than Rs 1 Lakh or such higher amount as may be fixed by the Bank, a copy of the First Information Report (FIR) and non-traceable report issued by police authorities can be obtained in lieu of death certificate or an order from a competent court declaring the civil death of the account holder for settling the claim.

5. Operational and Compensation related aspects

- **Standardisation of procedure for submission of claims**

The branch should use the standardised forms for receiving the claims and other documents as per the formats provided in Annexure - V to IX.

The standardised forms and other documents required for settlement of claims with respect to the deposit accounts is made available in all the branches as well as on the Bank's website for the convenience of the claimant(s). Further, the list of documents to be submitted by a claimant and the procedure to be followed for settlement of claims in various scenarios is also displayed on Bank's website.

On the receipt of claim, basis the CIF ID all related accounts to be checked for any Outstanding dues and pending recoveries across all products.

- **Time limit for settlement of claims**

Branches shall settle the claims after obtaining requisite approvals as defined in the policy, in respect of deceased depositors and release payments within a period of 15 calendar days from the date of receipt of all the required claim documents.

- **Compensation for delay in settlement of claims**

If any deposit related claim is not settled within the timeframe, then the branch shall communicate the reasons for such delay to the claimant(s). Further, in cases of delay attributable to the branch, compensation shall be paid by the Bank in the form of interest, at a rate not less than the prevailing Bank Rate + 4% per annum, on the settlement amount due for the period of delay. The reference date for reckoning the amount due and the prevailing Bank Rate shall be the date of receipt of all required claim documents from the claimant.

6. Miscellaneous

6.1 Settlement of claims in respect of deposit accounts of a sole proprietary concern

- **Savings Account / Current Account**

Single Account with or without Nomination

- **With Nomination:**

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

- **Without Nomination:**

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

- **Term Deposit Account**

  - **With Nomination:**

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

  - **Without Nomination:**

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

- **Premature Termination of Term Deposit Account**

  - **With Nomination:**

  Premature termination of term deposit account as per terms of contract will be permitted at the request of the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of the depositor. The Tax Saving Term Deposit can be terminated prematurely if the deceased depositor is the primary account holder in the Tax saver FD.

  - **Without Nomination:**

  Premature termination will be permitted on joint request by all legal heir(s) (or any of them as mandated by all the legal heir(s)) as per the terms of the contract on verification of the authority of the legal heir(s) and proof of death of the depositor. The Tax Saving Term Deposit can be terminated prematurely.

6.2 Modes for Certification of 'proof of death' document issued outside India

For the instances, where the Certificate of Death has been issued outside India the same should be authenticated by the either of the following modes:

- Notarised by the Notary Public: The death certificate to be notarised locally (country where death certificate is issued) confirming the correctness of the details mentioned in the certificate.
- Apostilled: Apostilled document is acceptable in INDIA in accordance with the international obligation under the convention, as we are member of The Hague convention. Approval from legal to be obtained case to case basis.
- Consularized: Certification by the Local Indian Consulate Office / Embassy or by the Consulate Office / Embassy of that county in India.

Note: In case of any foreign-issued death certificate, other than English language the same needs to be translated in English by a qualified translator.

6.3 Settlement of claims for HUF Accounts - Death of Karta

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

- The new Karta to continue to operate the existing account or
- Close the account and pay the balance in the account to the new Karta/blood relative

In the event if the claimant is Karta/blood relative (Son/Daughter/Parent/ Brothers /or Spouse)
Documents to be obtained:

a. Application for Deceased Claim (Annexure VI)
b. Copy of Death certificate of the Karta (verified with original document)
c. Affidavit cum indemnity duly notarized (Annexure IX) from surviving members / coparceners confirming their acceptance to one of the members as a new Karta.
d. Verification of Death from municipality website (printout to be obtained and held on record)/QR code verification/personal visit by branch staff. Mention the date and time of verification along with employee details.
e. Request letter for claim signed by New Karta
f. HUF undertaking signed by all the existing coparceners
g. KYC of Karta and all coparceners
h. HUF PAN signed by Karta
i. List of coparceners for continuation shall be signed by Karta and all coparceners (Not required for closure/dissolvement)
j. HUF letter signed by all existing coparceners (Not required for closure/dissolvement)

In the event if there are no surviving members in the HUF; then the claim shall be processed as per point 4 in the policy, pertaining to "Joint Account with or without nomination and without survivorship mandate (operated jointly)"

Legal team to confirm on legal documents for processing the claim, for the above-mentioned documents if there is any deviation then legal to approve on case-to-case basis.

Definition of Karta:
Karta is the head of the family and acts on the behalf of all members of the family. Normally, the Karta is the senior most coparcener of the HUF. Even if the Karta becomes aged, infirm, ailing, or even a leper, he/she may continue to be Karta. Where the senior most member is not Karta, the next senior member takes over as Karta. A junior coparcener can be Karta only with the consent of all other members.
Earlier, a female was not given the chance to be a coparcener, she was not empowered to act as Karta prior to the amendment in the Hindu Succession Act. However, after the amendment of 2005 in Hindu Succession (Amendment) Act, was done keeping in mind and respecting the position of a female member, the daughter of a Karta shall by birth become a coparcener in the same way as the son.
The Hindu Succession (Amendment) Act, 2005, allows female members to become a Karta (head of the Hindu Undivided Family). Prior to this amendment, only male members were eligible to be Karta. The 2005 Act grants daughter's equal rights to property as sons, making them eligible to become coparceners and subsequently, Karta.

7. Approval Matrix

Documents to be obtained in deposit accounts with the DOP Approval matrix for settlement of without nomination / without survivorship clause.

Limit	Claimant	Documents	Recommended by	Approved by
Up to Rs 15 Lakh	Any Claimant	As mentioned in point 4.3. Accounts without nominee / survivorship clause (a) Claim amount up to the threshold limit	BM & Manager – Control Operations	Head - Customer Experience & Liability Partnerships and Head Operations (Legal team to confirm on Legal documents)
Above Rs 15 Lakh	Any Claimant	As mentioned in point - 4.3. Accounts without nominee/ survivorship clause (b) Claim amount above the threshold limit	BM & AVP Above Control Operations	Head - Customer Experience & Liability Partnerships and Head Operations & CRO (Legal team to confirm on Legal documents)

Note:
1. In the absence of Head - Customer Experience & Liability Partnerships, the claims shall be approved by CBO jointly with other approving authority.
2. All disputes / legal heir claims shall be referred to legal team.

7.1 Officially Valid Documents (OVD)

1. Passport 2. Driving Licence 3. Aadhaar Card 4. Election ID card 5. Job card issued by NREGA 6. Letter issued by the National Population Register containing details of name and address. (Pan card to be obtained along with One ID and One address proof out of the above mentioned 6 OVD's, which is in line with the Bank's KYC policy for individuals, if the claim amount is >Rs 50,000)

Any Deviation to the process note instructions to be recommended by HO and approved by CRO & ED.

BM	Branch Manager
Manager-Control Operations	Manager – Control Operations
VP – Control Operations	Vice President – Control Operations
CBO	Chief Business Officer
HO	Head Operations
CRO	Chief Risk Officer

This message is marked Restricted. Do not distribute to third parties without manager approval.

ED	Executive Director

7.2 Competent Authority for Settlement of Claims

Competent authority for settlement of claims (with Nomination / Survivorship clause) shall be as per the Delegation of Powers.

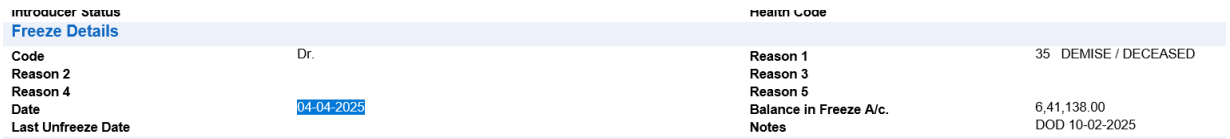
Competent Authority			
Balance in Deposit A/cs (Rs in Lacs)	**Recommended By**	**Reviewed By**	**Approved By**
Up to Rs 15 Lakh	BM	Manager – Control Operations	AVP & Above Control Operations (under intimation to Head - Customer Experience & Liability Partnerships and Head Operations
Above Rs 15 Lakh	BM	AVP & Above Control Operations	Head - Customer Experience & Liability Partnerships and Head Operations

CBO – Chief Business Officer
HO – Head Operations
Control Operations
BM – Branch Manager

Note: In the absence of Head - Customer Experience & Liability Partnerships, the claims shall be approved by CBO jointly with other approving authority.

7.3 Branch process for lodging death claim cases:

- Death intimation received from the nominee/survivor or family member.
- Accept a copy of the death certificate (to be verified with the original).
- Check whether the accounts held are in individual capacity (to include Sole proprietor) and whether registered nomination is in place or held in joint names (check the Mode of Operation) with or without nomination.
- Basis the CIF ID all related accounts to be checked for any Outstanding dues and pending recoveries across all products.
- Inform the claimant of the process involved and the documentation that will be required to be complied with.
- Update the 'Date of death' in Finacle as illustrated below.



- Formats of the specified documents to be shared with the nominee/survivor(s) for execution (on behalf of the deceased depositor) except for Indemnity which will have to be stamped (as per state laws) wherever required.
- The complete set of documentation (as per the details mentioned in point 4.3(a) and (b) of the policy) duly executed and signed along with the Fixed Deposit Receipt/s / Fixed Deposit Advice/ FD confirmation (E-Advice) received on email by customer (FD booked through net banking /

mobile banking) duly signed by the claimant(s) will be submitted to the Bank branch.

- If the claimant does not have FD receipt at the time of claim, then Branch can issue FD advice on normal paper upon request. RH approval is not required for settlement cases with FD advice.
- BOM/BM will verify the documentation (including signatures), in its entirety, and if found in order, will affix the 'Received on date' stamp on all such documents.
- BOM will raise a SR in CRM and scan the complete documentation therein. This case will be further assigned to Control Operations team for review.
- Control Operations team will review the documentation and if in order, will authorise payment of the claim amount (depending on the approving authority – mail approval will be annexed) and instruct CPU team to proceed with the payment.
- The entire settlement cycle starting from point (3) to (7) in the policy, has to be done within a period not exceeding 15 calendar days from the date of receipt of all the required claim documents.

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

- Term Deposit standing in the name/s of:
  - A deceased individual depositor, or
  - Two or more joint depositors, where one of the depositors has died, interest shall be paid in the manner indicated below:

Depositor has died before the date of maturity of the deposit	**Rate of Interest**	**Mode of calculation**	**Penalty**
Claim made before maturity	As prevailing as on the date of issue	Interest will be paid for the period for which the deposit actually remained with the Bank	No penalty
Claim made after maturity	At two rates a) Contracted rate or b) simple interest at Savings Bank rate prevailing on maturity date whichever is lower (as per the Comprehensive Deposit Policy of the Bank)	a) upto the date of maturity b) for the period the deposit has remained with the Bank beyond date of maturity i.e. from date of maturity till final date of payment	No penalty
Depositor has died after the date of maturity of the deposit	At two rates a) Contracted rate or b) simple interest at Savings Bank rate prevailing on maturity date whichever is lower (as per the Comprehensive Deposit Policy of the Bank)	a) upto the date of maturity b) for the period the deposit has remained with the Bank beyond date of maturity i.e. from date of maturity till final date of payment	No penalty

- Savings Bank Account deposits:

  Interest on SB A/c of the deceased persons is to be paid upto the date of actual settlement of death claim.

- Current Account deposits:
  In case of balance lying in a Current A/c standing in the name of deceased individual depositor/sole proprietorship, interest shall be paid from the date of death of the depositor, till the date of settlement of the death claim at Savings Bank deposit rate as on the date of payment.

This message is marked Restricted. Do not distribute to third parties without manager approval.

7.5 Splitting of Term Deposit

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

8. Policy Review and Updates

The policy shall be reviewed by the Board as and when required or at least annually for incorporating regulatory updates and changes, if any.

Annexure V

Application Form for Settlement of Claim in Deposit Accounts
(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 kept by Shri/ Smt./ Kum. _____ (Name of Deceased/ Missing Customer)

1. 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 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 kept by deceased customer as per details given below:

a. **Deposit Accounts**

Sr. No.	Nature of Deposit (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1				
2				

This message is marked Restricted. Do not distribute to third parties without manager approval.

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

4.1 I/ We request the Bank to transfer the balance payable (after making the required adjustments, set-off, if any) in deposit accounts of the deceased to the account(s) given below:

Sr.No.	Detail of nominee(s)/ survivor(s)		Mobile Number	Email address:	Bank Name, Account Type & Number, and IFSC details
	Name	Address			

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:

Sr.No.	Name of the Minor Nominee(s)/ Survivor(s)	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 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 Document in support of the identity and address of the Nominee(s)/ Survivor(s) making the claim.

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

This message is marked Restricted. Do not distribute to third parties without manager approval.
Private & Confidential

8. **Name and signature of the nominee(s)/ survivor(s) who will receive the balance payable:**

	Name of nominee(s)/ survivor(s)/ Guardian of Minor Nominee	Signature/ Thumb impression

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

"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.

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.

Signature of witness:

For Bank use
(may be prepared by the Bank as per its official requirement)

This message is marked Restricted. Do not distribute to third parties without manager approval.

Annexure VI

Application Form for Settlement of Claim in Deposit Accounts 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 kept by Shri/ Smt./ Kum. _____ (Name of Deceased/ Missing Customer)

1. I/ We _____ (Claimant(s)) hereby declare that I am/ we are the claimant(s) in the Deposit Accounts 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:

Sr. No.	Name & Address	Age	Relation	Mobile Number & Email Address	Whether signing Letter of Disclaimer/ No Objection (Yes/ No)

This message is marked Restricted. Do not distribute to third parties without manager approval.
Private & Confidential

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

Sr. No.	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

3. I/ We, therefore, submit my/ our Claim for payment of the balance with accrued interest in deposit accounts kept by deceased customer as per details given below:

a. Deposit Accounts

Sr. No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
Total				

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 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 there is no Will left behind by the Deceased to the best of my/ our knowledge and belief. The Will submitted by me/ us is the last Will left behind by the Deceased and the same is not the subject matter of any dispute.

This message is marked Restricted. Do not distribute to third parties without manager approval.
Private & Confidential

4.3 I/ We lodge my/ our claim for the above balance with accrued interest of the above-named deceased in terms of:

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).

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

Sr. No.	Name of Claimant	Bank Name and A/c No.	IFSC	Branch Details

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

Sr. No.	Name of the Minor Claimant(s)	Date of Birth	Name of the Guardian	Relationship with Minor

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 Document3 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)

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

1. Name and signature of the claimant(s) who will receive the balance payable:

Sr. No.	Name of the Claimant/ Guardian of Minor Claimant	Signature/ Thumb impression
1		
2		

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

Signature of witness:

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 Bank use
(may be prepared by the Bank as per its own requirement)

This message is marked Restricted. Do not distribute to third parties without manager approval.
Private & Confidential

Annexure VII

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

The Branch Manager Date:
_____ Bank
_____ Branch

In consideration of your paying or agreeing to pay us,
(Mention here the name of the claimant(s))
1. _____
2. _____
3. _____
4. _____
the sum of Rupees _____ standing at the credit of following deposit accounts with your Bank in the name of Shri/ Smt./ Kum. _____ since deceased, without production of a Court Order or Probate of Will or Letter of Administration or a Succession Certificate to his/ her estate:

Sr.No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)

We, _____, do hereby for

(Mention here the Name of the claimant(s)/ surety(ies))
ourselves and our heirs, legal representatives, executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you, the Bank, its officers/ Directors, and its successors and assignees against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/ or paying the said sum to the claimant(s) as aforesaid.

Signed and Delivered by the above named
1. _____
2. _____
3. _____
4. _____

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

Signed and delivered by the above named on this _____day of _____ two thousand_____.

Signed and Delivered by the above named

This message is marked Restricted. Do not distribute to third parties without manager approval.
Private & Confidential

1. _____

2. _____

(Sureties)

Signed and delivered by the above named on this _____day of _____two thousand_____.

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

Opinion Report on Surety

A. Details to be furnished by the surety

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

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

Place:
Date:
Signature
(Surety)

B. Remarks of the Bank Official

This message is marked Restricted. Do not distribute to third parties without manager approval.

Annexure 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 deposit account(s) in the name of Shri/ Smt./ Kum. _____ since deceased are as follows:

a. Deposit Accounts

Sr.No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)

2. With reference to the above account(s), 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 and as such we have no objection to your paying the balance amount in the above account(s) lying with you in the name of the aforesaid Shri/ Smt./ Kum. _____(Name of the deceased customer) to Shri/ Smt./ Kum.:

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

Such payment of the balance in the above account(s) 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.

Sr. No.	Name of the Non-claimant Legal Heir(s) (who relinquish their rights)	Age (yrs.)	Signature

Signed on this _____day of _____two thousand_____.

This message is marked Restricted. Do not distribute to third parties without manager approval.

Annexure 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:

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

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

5. That I am informed, and I verily believe that the deceased has left certain deposits 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 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**

** 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.

This message is marked Restricted. Do not distribute to third parties without manager approval.

Annexure X

Formats:

List of Co-perceners Format.docx | Declaration by HUF Members Format.do | HUF undertaking signed by all the exi | Request letter for claim process Forma

Annexure XI

Provisions of Law regarding Legal Heir(s)

(A) Hindu

If the deceased is a male Hindu, dying intestate, it must be ascertained whether there are one or more Class-I legal heir(s).

The following are called Class-I legal heir(s): mother, widow, son, daughter, son of a predeceased son, son/daughter of a predeceased daughter, son or daughter or widow of a predeceased son of a predeceased son, widow of a predeceased son, son / daughter of predeceased daughter of predeceased daughter, daughter of predeceased son of a predeceased daughter, daughter of predeceased daughter of predeceased son also. All Class-I legal heir(s) take simultaneously to the exclusion of any other legal heir and no one takes precedence over the other. Such devolution shall take place under the doctrine of "per stripe". The intestate's widow, or if there are more widows than one, all the widows together, shall take one share.

The Class-II legal heir(s) are classified in different Entries and legal heir(s) belonging to Entry-I will be preferred to the Entry - II and so on in succession. But there is no preference among these falling in the same entry and they take their share simultaneously.

- **Entry-I** Father
- **Entry-II** - (a) Son's Daughter's Son, (b) Son's Daughters Daughter (c) Daughter's Daughter's Son, (d) Daughter's Daughter's Daughter (e) Brother and Sister.
- **Entry-III** — (a) Son / Daughter of Daughter's Son and (b)Son / Daughter of Daughter's Daughter.
- **Entry-IV** - Gives Son / Daughter of Brother or Sister as the Heir(s) and many more.

In case, the Deceased is a married Female Hindu, who died intestate, the following are her legal heir(s). (a) Sons & Daughters (including the children of any predeceased Son) & the Husband; (b) Heir(s) of Husband; (c) Mother & Father, (d) Heir(s) of Father; (e) Heir(s) of Mother.

If a Female Hindu who dies intestate does not have Son or Daughter (including the children of any pre-deceased son or daughter), the property inherited from her parents goes to heir(s) of Father whereas if the same is inherited from Husband or Parents-in-Law, heir(s) of Husband will inherit the property

This message is marked Restricted. Do not distribute to third parties without manager approval.

(B) Christian

Where the deceased is a Christian, Indian Succession Act governs the intestate succession.

As per the provision of this Act, the widow of the male intestate is entitled to one-third of the property while the remaining two-third goes to lineal descendants (i.e. sons & daughters) in equal shares. If he has none, whole property passes to his widow.

If the male intestate has left no lineal descendant, one half goes to the widow and other half to the kindred (i.e., father, mother, brother, sister).

In case a Christian female dies intestate, husband has the same right.

(C) Muslim

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

According to Sunni law the classes of heir(s) are

Sharers --- Heir(s) by consanguinity

Ascendants: Father, True grandfather, Mother, True grandmother

Descendants: Daughter, Son's daughter,

Collateral: Full/consanguine sister, uterine brother/sister

Heir(s) by Affinity - Husband Wife

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

(D) Residuary category:

After fixed share is allotted to the sharers the residue left is devolving upon the residuary:
Children male or female of deceased, of son of deceased, of father of deceased, male descendants of true grandfather.

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

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

According to Shia law the heir(s) are

This message is marked Restricted. Do not distribute to third parties without manager approval.

Heir(s) by consanguinity

I. (i) Parents

(ii) Children & descendants

II. (i) Grandparents (true/false)

(ii) Brother or sister and descendants

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

(E) Heir(s) by Marriage - Husband Wife

Heir(s) by consanguinity and heir(s) by affinity succeed simultaneously. Among heir(s) by consanguinity those in class I exclude those in class ll. The heir(s) in two sections of class I succeeds together. In each section nearer in degree exclude the remote. The son always takes as a residuary.

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

(F) Minor's Interest and Guardianship

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

For Hindus and Christians, minor's father is the natural guardian and after him the mother. In the case of a minor married Hindu girls, the husband is the natural guardian.

For a minor, who is a Muslim, in order of priority as under: (i) Father (ii) Executor of Father (Person appointed by Father as Guardian of the minor in his Will) (iii) Father's father (iv) Executor of Father's father

This message is marked Restricted. Do not distribute to third parties without manager approval.
Private & Confidential