

Annexure 4. Indemnity form for Deceased/Missing persons (Where valid succession certificate / letter of administration / probated will is available)

To be executed by all the legal heirs of the deceased/missing person and duly stamped as per the Stamp Act applicable to the State where it is executed

(Matter not applicable in a particular case should be struck out and the striking out initialed by all the parties)

THIS INDEMNITY is made and executed at (location address) _____

_____, on this _____ day of _20____ by the following (collectively referred to as the "**Obligors**" hereafter, which shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include their respective heirs, assigns, executors, administrators and legal representatives):

S. No.	Name	Address	Relationship to Account Holder
1.			
2.			
3.			
4.			
5.			
6.			

IN FAVOR OF: NSDL PAYMENTS BANK LTD, having registered office at _____

WHEREAS:

(i) The following account holder(s): ¹

- 1.
- 2.

holding the following account(s) with the Bank:²

- 1.
- 2.

(ii) Has/ have died on (date) ____, not been traceable and hence presumed dead under the provisions of the law, _____. The Obligors has represented that the Obligors are the surviving legal heir(s) according to the law of intestate succession, applicable to the deceased account holders.

(iii) The Obligors have approached the Bank and have requested the Bank to settle the funds and close the account(s) of the deceased/missing account holder to the following persons as, mentioned in table below:

NAME OF OBLIGOR	OBLIGOR NO.	AMOUNT	Bank account and IFCS CODE OF THE OBLIGOR to whom the payment is to be made

(iv) The Obligors represent and warrant the following:

- a. There are no claimants other than the Obligors;
- b. The Obligors have commonly agreed, and have no objection, to the person named in (iii) above receiving the proceeds of the accounts of the deceased/missing account holder
- c. There is no dispute, existing or threatened, or pending litigation on account of which the Bank may not act as requested,
- d. The Bank may rely on the truth and accuracy of the information provided herein to release the funds in the account(s) numbers provided in aforesaid table in the manner requested without insisting on production of letters of administration, succession certificate and probate order from the competent court in India.
- e. the Obligors represents and warrants that it has submitted the copy of genuine succession certificate /probate/letter of administration with the Bank wherein the Obligors are declared as legal heirs/administrators for the amounts available in the account of the deceased/missing account holder.

NOW, THEREFORE,

1. The Bank has agreed to the request of the Obligors, based on the above information and in reliance on the foregoing representations and warranties, to pay the funds standing to the credit of the aforesaid account(s) of the deceased/missing account holder as directed in clause (iii) above, in consideration for which the Obligors hereby jointly and severally agree and undertake to indemnify and hold the Bank harmless and free at all times hereafter against any and all future claims that may be made by any person of whatsoever nature or character or identity, and from any and all harm, expenses, liabilities, damages, claims and legal proceedings, including, without limitation, any attorney's fees and costs, whether direct or indirect, which the Bank may suffer at any time as a consequence of, or arising out of or related to taking or attempting to take, or refusing to take or omitting to take, actions based on the information provided by the Obligors in this letter application or otherwise in connection with this claim made by the Obligors, documents provided by Obligors, breach of this Agreement and representations, warranties agreed/made herein by the Obligors
2. Without prejudice to the foregoing, the Obligors further jointly and severally confirm that in case any claim is received by the Bank in respect of the amounts disbursed in connection with this claim to the obligors, then on the written demand of the Bank, and without any protest or demur, the Obligors shall deposit the same with the Bank immediately
3. The Obligor agrees to indemnify and keep the Bank indemnified from any cost, loss, compensation, litigation etc. arising out of and related to failure of the Obligors to deposit the amount with the Bank immediately and/or any claims/litigations made/filed by third party against bank in relation to the amounts paid by the bank to the Obligors as set-out in this Indemnity

IN WITNESS WHEREOF, the Obligors have signed this indemnity at the place and on the day, month, and year first written above in the presence of the following witnesses:

WITNESS (Name, Address, Phone no. & Signature)

Witness 1: _____

Witness 2: .: _____

OBLIGOR (Name & Signature)

Obligor 1 : _____

Obligor 2 : _____

Obligor 3 : _____

Obligor 4 : _____

