

Indemnity Cum Affidavit

(ON STAMP PAPER OF `300)

(To be used for claims where nomination is registered, and the claim amount is up to `21,000,000)

We,

1. Mr./Ms. _____ Indian National residing at _____ hereinafter referred to as Deponent no. 1,

2. Mr./Ms. _____ Indian 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 declare and state as follows:

(1) One Mr./Ms. _____ (herein after referred to as the 'Accountholder') has been missing since _____. The Bank is in receipt of a non-traceable report issued by _____ dated _____ in lieu of the death certificate. Hereto, annexed is a xerox copy of the non-traceable report.

(2) At the time of issuance of the non-traceable report, the Accountholder was a Hindu/Christian/ Parsee, Indian National, residing in India and in the circumstances the administration of the estate of the Accountholder 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').

The Accountholder is survived by,

Sr. No.	Claimant/Deponent Name	Relationship with the deceased

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The Accountholder, maintained in his/her, single name Savings/Term Deposit/Bank Account No. _____, _____ (said Account) with the _____ Branch SBM Bank (India) Ltd. (hereinafter called 'the Bank'). The Accountholder 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.

OR

The Accountholder, maintained in the joint name Savings/Term Deposit/Bank Account No. _____ with Mr./Mrs./Ms.

_____ with the _____ branch of SBM Bank, (India) Ltd. (hereinafter referred to as the 'the Bank'). The Account holder was jointly entitled to the amounts lying to the credit of the said account with Mr./Ms. _____ 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.

(Strike out what is not applicable)

5) On the basis of the aforesaid representations and declarations we have requested the Bank to close the said account and pay over the amount standing to the credit of the account to Deponent no. _____, which the Bank has agreed to do on the following indemnity being given by us.

(6) 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 on the basis of the foregoing representation and paying over the amount lying to the credit thereof to Deponent no. _____ without insisting for on a court order issued by a competent court presuming the Account holder to be dead, 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, demands, actions, suits, proceedings, estate charges, expenses, loss and/or damages of whatsoever nature which may be made or brought or commenced against the Bank or be paid, sustained, suffered or incurred by the Bank or shall arise and/or accrue against the said Bank and/or its officers or any of them by reason of the said Bank having so closed the said account and paid over the amount standing to the credit thereof to Deponent no. _____.
- b. The Deponents further declare that in case the Bank incurs any such expenses, cost, charges, etc. then in such an event, the Bank shall have

the right to set off any such amount, expenses, charges, cost, etc. incurred against the amount of the Deponents' Fixed Deposit, amounts in savings/current accounts, etc. or any other deposits maintained by the Deponents with the Bank.

The Deponents also declare that the Bank shall have the liberty to proceed against any movable or immovable property owned and possessed by the Deponents, to recover any loss, damages, costs or expenses caused to the Bank as reason consequent, direct or indirect of not submitting the court order raising a presumption of death of the Accountholder. Solemnly Declared at _____ this _____ day of _____ by the within named:

- 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 Deponent 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)
- 3)