

# DECEASED CLAIM

## - Format of Indemnity-cum-guarantee

(To be executed on the Stamp paper of appropriate value at the place, where executed & Notarised)  
(Page 1 of 2)

# DCB BANK

**THIS DEED OF INDEMNITY-CUM-GUARANTEE** made at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN(1) \_\_\_\_\_ of age \_\_\_\_ years, of \_\_\_\_\_, Indian Inhabitant residing at -

(2) \_\_\_\_\_ of age \_\_\_\_ years, of \_\_\_\_\_, Indian Inhabitant residing at -

(3) \_\_\_\_\_ of age \_\_\_\_ years, of \_\_\_\_\_, Indian Inhabitant residing at -

(4) \_\_\_\_\_ of age \_\_\_\_ years, of \_\_\_\_\_, Indian Inhabitant residing at -

(5) \_\_\_\_\_ of age \_\_\_\_ years, of \_\_\_\_\_, Indian Inhabitant residing at -

(6) \_\_\_\_\_ of age \_\_\_\_ years, of \_\_\_\_\_, Indian Inhabitant residing at

\_\_\_\_\_ (etc., details regarding the claimant and all the legal heirs of the deceased) hereinafter referred to as **THE INDEMNIFIERS** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators, successors and assign of **THE ONE PART AND** (If, the legal heirs include minor children of the deceased, then this Indemnity should be signed by a person who is natural or legal guardian, for and on behalf of such minor).

Development Credit Bank Limited, a Joint Stock (Banking) Company incorporated under provisions of the Companies Act, 1956 and having its Registered Office at 301, Trade Plaza, Off Veer Savarkar Marg, Prabhadevi, Mumbai – 400 025 and having its Corporate Office at Trade Point, First Floor, Kamala Mills Compound, Lower Parel, Mumbai - 400013 and one of its Branches at \_\_\_\_\_ situated at \_\_\_\_\_ hereinafter referred to as the "**Indemnity Holder**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of **THE OTHER PART :**

**WHEREAS** Mr. / Miss / Mrs. \_\_\_\_\_ was an account holder of Savings / Current / FD A/c / Safe Deposit Locker No. \_\_\_\_\_ of the Indemnity Holder and the balance standing in the said Savings / Current / FD A/c No. \_\_\_\_\_ as on date is of ₹ \_\_\_\_\_ plus interest thereon aggregating to ₹ \_\_\_\_\_.

**AND WHEREAS** the said account holder has died intestate at \_\_\_\_\_ on \_\_\_\_\_ (hereinafter referred to as "the said deceased"), leaving behind the Indemnifiers as his/her/their only surviving heirs and legal representatives entitled to succeed to the estates and properties left by the said deceased.

**AND WHEREAS** we do not desire to procure Succession Certificate OR Letter of Administration in respect of the estates left behind by the said deceased.

**AND WHEREAS** the Indemnifier has requested the Indemnity Holder to pay to him/her/them the said amount of ₹ \_\_\_\_\_ plus interest thereon, lying in the said Savings / Current / FD A/c / hand over the contents of SDV Locker No. \_\_\_\_\_ with the \_\_\_\_\_ Branch in the name of \_\_\_\_\_ without insisting on obtaining Succession Certificate, Letter of Administration or any such other Testamentary document from the competent court of law, entitling the Indemnifiers to claim out of the properties left behind by the said deceased.

**AND WHEREAS** the Indemnity Holder has agreed to do so on the faith and strength of and relying on the representation of the Indemnifier and upon the Indemnifier executing this Indemnity in favour of the Indemnity holder.

**NOW THIS DEED OF INDEMNITY WITNESSETH** that in pursuance of what is stated herein above and in consideration of the premises aforesaid the Indemnifier herein covenant with the Indemnity holder as under:

- a) To keep the Indemnity holder safe and Indemnified against all losses, claims, demands, actions, proceedings, damages, costs, charges and expenses, including the legal costs being between Attorney and client which may be made or brought or commenced against the Indemnity holder or paid or sustained or suffered or incurred by the Indemnity holder howsoever, as a consequent direct or indirect of the Indemnity holder paying the said sum of ₹ \_\_\_\_\_ plus interest in the Savings / Current / FD A/c / No. \_\_\_\_\_ or handling over the contents of Safe Deposit Locker No. \_\_\_\_\_ with \_\_\_\_\_ Branch to the Indemnifier herein.
- b) To pay the Indemnity holder on demand the amount of any such losses, damages, costs, charges and expenses together with interest @ \_\_\_\_% p.a. from the date of payment by the Indemnity holder till the reimbursement by the Indemnifier.

**SIGNED, SEALED AND DELIVERED by**

the within named Indemnifiers (1) \_\_\_\_\_ )  
(2) \_\_\_\_\_ )  
(3) \_\_\_\_\_ in)  
the presence of ..... ) Witness(es)

Sept 11 / 1.1

**SURETIES**

(Applicable Only If Claim Amount Exceeds ₹ 100,000/-)

In pursuance of what is stated in the above Deed of Indemnity dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ we, the undersigned, jointly and severally guarantee to you Development Credit Bank Limited to pay to you, immediately on demand by you, without any dispute, the payment of all money payable to you under the said Indemnity Bond by the executants herein.

**1. Signature :**

**Name**

**Occupation :**

**Address :**

**2. Signature :**


**Name**

**Occupation :**

**Address :**

Interpreted explained and  
**Identified by me**

**BEFORE ME  
NOTARY**

 **DCB 24-Hour Customer Care**  
Email [customercare@dccb.com](mailto:customercare@dccb.com)  
Call 3281 1322 ■ Toll Free 1800 209 5363  
Website [www.dccb.com](http://www.dccb.com)