

# Locker Policy

## 2023-24

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## Safe Deposit Locker Policy

### INTRODUCTION:

Guidelines regarding Locker facility provided by the Bank to its customers were given by The Reserve Bank of India in its Master Direction – ‘Know Your Customer (KYC) Directions, 2016’. Taking into consideration the various subsequent developments in the area of banking and technology, nature of consumer grievances and also the feedback received from banks and Indian Banks’ Association (IBA), Reserve Bank of India (‘the Reserve Bank’) reviewed the guidelines/instructions earlier issued on the above subject and released revised Guidelines which came into force w.e.f. January 1, 2022. These revised Guidelines of RBI has already been incorporated in our Locker Policy.

### A. BASIS FOR ALLOTMENT OF LOCKERS TO PUBLIC

- Bank’s lockers will be available to any person, having contractual capacity i.e. capacity to enter into a contract. When the Bank lets a Safe Deposit Locker on hire to any person, the contractual relationship between them is established that of a Bailor and a Bailee.
- The existing customers of a bank who have made an application for locker facility and who are fully compliant with the Customer Due Diligence (CDD) criteria under Know Your Customer(KYC) Directions may be given the facilities of safe deposit lockers subject to on-going compliance.
- Customers who are not having any other banking relationship with the bank may be given the facilities of safe deposit locker after complying with the CDD criteria under the Know Your Customer (KYC) Directions and subject to on-going compliance.
- In order to facilitate customers with lockers, bank shall maintain a branch wise list of vacant lockers as well as a wait-list in Core Banking System (CBS) or any other computerized system compliant with Cyber Security Framework issued by RBI, for the purpose of allotment of lockers and ensure transparency in allotment of lockers.
- The bank shall acknowledge the receipt of all applications for allotment of locker and provide a wait list number to the customers, if the lockers are not available for allotment. At least, 80% lockers are to be allotted on ‘**FIRST COME FIRST SERVE**’ Basis.
- The due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker.
- Lockers may be hired in the name of the following constituents. Necessary KYC Documents are required to be submitted by each of the applicant along with documents related to their constituent.

- Individual (single hirer)
- Two or more individuals (Joint hirers)
- Firms
- Companies
- Association or clubs or organization or co-operative societies
- Trust
- Government Departments
- Staff Members
- Blind Person
- Illiterate Person

### **GUIDELINES:**

#### **INDIVIDUAL (SINGLE HIRER)**

- Can be hired by a single person.
- Nomination in such cases is MANDATORY.
- If the locker holder insists on not giving nomination, the Bank Officials should convince him of the benefits of nomination.
- If he / she still insist for the same, a letter for such refusal should be obtained.
- Thereafter, if he refuses to give a letter, the same should be recorded in the account opening form itself.

#### **JOINT HIRERS**

- Can be hired jointly by two or more individuals.
- There can be maximum two nominations in case where the locker is jointly hired.
- Clear instructions on mode of operations

#### **FIRMS**

- Duly signed by all partners.
- Clear instructions on mode of operations
- An Authority Letter to this effect should be obtained on record signed by all partners.

#### **COMPANIES**

- Certified copies of documents required as mentioned in Annexure I
- Note: If the above documents have already been obtained for opening Current Account with the branch and are available, the same need not be obtained again.

#### **IN CASE LOCKER IS HELD BY FIRMS / COMPANIES**

- In case the firm / Company is reconstituted, the locker may be allowed to be continued in the reconstituted firm's / company's name after obtaining fresh operational instructions and fresh Application Form.
- In case of dissolution of firm by operation of law by death, after obtaining proof of death, the surviving partner/s may be permitted to operate the locker for closing the same. There is no need to obtain consent of legal heir/s representation.
- In case of insolvency of the firm / company, instructions of the Official Assignee / Liquidator should be followed.

#### **ASSOCIATION / CLUB**

- Certified copies of required documents as mentioned in Annexure I.

#### **TRUSTS**

- Certified copies of required documents as mentioned in Annexure I.
- Access should be permitted as per the provision in the Trust Deed.

#### **GOVERNMENT DEPARTMENTS**

- Locker should be in the name of the department / designated officer.
- Copy of the Government Notification / Order authorizing the concerned officer to hire, execute and operate should be obtained.

#### **STAFF MEMBERS**

- A staff member jointly with only his / her close relation.
- Shall be treated as customer and no benefit shall be conferred upon such staff hiring the locker.

#### **BLIND PERSON**

- Blind persons / persons with low vision / other disabilities.
- Allowed only under signature of a duly authorized person, after obtaining an authority letter prescribed by the Bank.
- This facility can be granted by the Branch Managers in consultation with legal department.

#### **ILLITERATE PERSON**

- Illiterate person/s.
- Allowed under signature of a witness, after obtaining a Vernacular declaration as prescribed by the Bank. (AnnexureII)
- This facility can be granted by the Branch Managers in consultation with legal department.

## DONT'S

### MINOR

- A locker should not be hired out to a minor. The Bank will not allow locker to be let out in the single name of a minor as the minor does not possess contractual capacity.

## **B. LOCKER SPECIFICATIONS**

The Bank is associated with different vendors to supply Lockers. The various types and their sizes along with other specifications are mentioned as per Locker Tariffs and Security Deposits with areas (*Annexure III*).

## **C. RENTALS:**

- Rent for each type of Locker (as per size of the Locker) will vary. The rent rates will be fixed and revised from time to time by the HO.
- Locker rent will be recovered on annual basis. The lease period of one year will start from the date of hiring the locker and will continue till the preceding day of the corresponding date in the subsequent year.
- Locker Rent shall be recovered in advance for a minimum period of one year, at the time of hiring out the locker. Locker Rent thus recovered shall be credited to "**Rent Received [Safe Deposit Locker] Account**".
- If the rent is not paid within 30 days from the due date then the penalty at the rate of Rs. 100 plus GST per month for lockers having annual rent upto Rs. 5,000/- and Rs. 150 plus GST per month for lockers having annual rent above Rs.5,000/- shall be applicable.
- To facilitate recovery of rent on yearly basis, it is necessary that the said Locker Customer should have Savings/Current Account in our Bank and should give necessary instruction by way of Letter of Authority to debit his S.B. / C.D. Account on the due date.
- Locker rent shall be decided / fixed by the Management, depending upon the size of the lockers, from time to time as per the format given in '*Annexure IV*'.
- The Bank shall revise rent after displaying notice of its intentions to do so on its Notice Board at least 10 days in advance and thereafter the revised rent shall apply.

## **D. LOCKER ALLOTMENT PROCEDURE**

➔ Application Form of the prospective hirers duly filled in. – as per '*Annexure VI*'.

The customer desiring to avail locker facility should submit an application, in Bank's form, furnishing complete particulars like:



- Name and full address of the applicant with phone number.
- Occupation and Business address.
- Mode of Operation - Singly / "E or S" / "A or S" / Jointly
- Full names and specimen signatures of all Joint Holders
- Latest Photographs.
- KYC Proof's as per 'Annexure I'.
- Memorandum of Letting of Locker (Locker Agreement) to be executed on Stamp paper as per 'Annexure VII'. Stamp duty payable on Locker Agreement will be as relevant to the respective states. Following are the state wise current Stamp Duty charges :

| STATE          | STAMP DUTY CHARGES |
|----------------|--------------------|
| Maharashtra    | Rs 100/-           |
| Goa            | Rs 200/-           |
| Karnataka      | Rs 200/-           |
| Gujrat         | Rs 300/-           |
| Madhya Pradesh | Rs 500/-           |

Bank shall not allow the locker-hirer/s to keep anything illegal or any hazardous substance in the Safe Deposit Locker. If the Bank suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the Bank shall have the right to inspect the contents of the said locker in presence of the said customer and the third party person as a witness and take an appropriate action against such customer as it deems fit and proper in such circumstances.

- Letter for Standing Instructions - as per 'Annexure VIII'
- Security Deposit - as per 'Annexure III'
- The cost of franking the Memorandum (Locker Agreement) shall be borne by the Locker Holder only.
- Copy of the Locker agreement signed by both parties shall be furnished to the locker hirer to know his/her rights and responsibilities.

#### **E. FIXED DEPOSIT AS SECURITY FOR LOCKERS:**

- Bank may face potential situations where the locker-hirer neither operates the locker nor pays the rent. To ensure prompt payment of locker rent, Bank will obtain a Term Deposit, at the time of allotment, which would cover three years' rent and the charges for breaking open the locker in case of such eventuality.

Bank, however, shall not insist on additional Term Deposits other than LODP from the existing locker holders or those who have satisfactory operative account.

- Such Term Deposit receipt should be opened exclusively under Locker Deposit product (LODP) and shall be pledged with the Bank and the same shall be lien marked, as per the RBI Policy. To comply this condition, following should be observed:

- Fixed Deposit Receipt (LODP) shall be in the name of All Locker Holders only. It should be duly discharged on revenue stamp and a Letter of Discharge ('Annexure - XIV') should be taken from the customer.
- LODP can be kept for any available tenure and for any type of deposit as per customer's wish, subject to minimum tenure of 1 Year. Payment of interest will be as per type of deposit. On maturity, LODP cannot be withdrawn. It has to be renewed, at least for principal amount and in any type of deposit at any available tenure of one year or more.
- Letter of lien signed by all the Locker holder
- FDR's to be lien marked in the CBS system (Finacle).
- Acknowledgement or copy of FDR to be given to locker hirer, if required.

**F. PROCEDURE AT THE TIME OF FIRST OPERATION OF THE LOCKER:**

- Application cum Specimen Signature Form / "Memorandum of Hiring" should be kept under lock and key under the custody of the Officer-in-Charge of Lockers.
- The key of the Locker should be tested i.e. to check whether it opens and locks the assigned Locker smoothly, before handing over to the hirer.
- As and when a Locker is rented out, the sealed packet relating to that Locker should be taken out and the seal removed in the presence of the hirer and the key has to be tested to check whether it opens & locks the particular Locker. While doing so the officer should explain to the hirer how the Locker could be opened only with both the keys (the key of the respective Locker & the Master key) and how it could not be opened by solely by the Locker key or by the Master key.
- When a locker is allotted to more than one person, clear instructions regarding operation and surrender of the locker must be taken at the very beginning to avoid future complications. It should be ascertained whether the locker will be operated by anyone or more or all persons and whether, in the event of death of one of the parties, access may be given to the survivors without reference to the legal heirs of the deceased, and such instructions should be got signed by all the persons. Also special instructions should be recorded on the specimen signature cards.

**G. ADDITION AND DELETION OF NAMES:**

- Deletion / Additions of new names to the hired Lockers can be made only when all the existing hirers agree in writing to such a proposal.
- The Locker holder may at any point of time approach the Bank Officials for addition / deletion of names to operate the Locker. The Bank Officials should take utmost care and

obtain a Letter signed by all the locker holders to either add / delete the name of the concerned person.

#### **ADDITION OF NAMES**

- a. The Branch Officials should obtain a letter in writing signed by all the existing Locker holders.
- b. All attested KYC proof's to be taken on record.
- c. Also a fresh Agreement with regards to addition should be executed by all the locker holders including the new/inducted member.
- d. Thereafter, the mode of operations instruction to be recorded.
- e. Branch Officials to obtain a new specimen form signed by all the Locker holders.

#### **DELETION OF NAMES**

- a. The Branch Officials should obtain a letter in writing signed by all the existing Locker holders, except in case of death of one of the locker holder.
- b. Request for deletion of name should be recorded on the Specimen Form along with reference of letter dated addressed by the Locker holder/s.
- c. The Branch Official should affix the stamp and put his signature on the Specimen Form.
- d. The Letter should be attached to the Specimen Form itself.

#### **H. NOMINATION FACILITY**

- The Bank shall offer nomination facility in case of safe deposit lockers in accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed by the Bank. A passport size photo of the nominee attested by the customer may be obtained from the customers, at his/her option and preserved in the records.
- Nominee is an individual and appointed by another (the nominator) to act on its behalf in a limited capacity or in a specific matter. In other words, he is an agent or a trustee.
- Nomination facility is intended only for individuals, and hence, is not available for sole proprietorship concerns, officials etc.
- A nominee cannot be an Association, Trust, Society or any other Organization or any office-bearer thereof in his official capacity.
- Addition / Variation/ Cancellation in the nomination in case of safety lockers hired shall be made only by all the safety locker hirers jointly.
- Nomination can be changed any time during the currency and should be signed by all the locker holders.

## **NOMINATION PROCEDURE**

- Branch shall generally insist that the person availing the facility of Safe Deposit Locker makes a nomination.
- In case the person declines to fill in nomination, the banks should explain the advantages of nomination facility.
- If the person still does not want to nominate, the banks should ask him to give a specific letter to the effect that he does not want to make nomination.
- In case the person declines to give such a letter, the bank should record the fact on the opening form of Safe Deposit Locker and proceed with the said opening form if otherwise found eligible.
- Under no circumstances, a bank should refuse to open an Safe Deposit Locker solely on the ground that the person opening the Safe Deposit Locker refused to nominate.
- This procedure should be adopted in respect of Safe Deposit Locker in the name of Sole Proprietary Concerns also.
- As per Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985, only Thumb-impression(s) shall be required to be attested by two witnesses. Signatures of the account holders need not be attested by witnesses.

## **CHANGE/ CANCELLATION OF A SUBSISTING NOMINATION**

- Bank shall allow change/cancellation of a subsisting nomination by all the surviving depositor(s) acting together. This is also applicable to deposits having operating instructions "either or survivor".
- Bank shall acknowledge in writing to the depositor(s)/ locker hirers (s) the filing of the relevant duly completed Form of nomination, cancellation and / or change of the nomination, if required.

## **FORMS AVAILABLE FOR NOMINATION**

- SL1-Nomination of Sole Hirer in respect of Safety Lockers (*'Annexure - IX'*).
- SL1A-Nomination of Joint Hirers in respect of Safety Lockers (*'Annexure-X'*)
- SL2-Cancellation of Nomination of Safety Lockers (*'Annexure XI'*)
- SL3-Variation of Nomination of Sole Hirer in respect of Safety Lockers (*'Annexure XII'*)
- SL3A-Variation of Nomination of Joint Hirers in respect of Safety Lockers (*'Annexure XIII'*).

## **I. SETTLEMENT OF CLAIMS IN CASE OF DEATH OF A CUSTOMER**

- All settlement of Claims shall be done with proper Note and written consent from the Legal Department.
- **Time limit for settlement of claims:** Bank shall settle the claims in respect of deceased locker hirers and shall release contents of the locker to survivor(s) / nominee(s), as the case may be, within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant(s) with reference to nomination, to the bank's satisfaction.
- **Reporting to Customer Service Committee:** Bank shall report to the Customer Service Committee of the Board, at appropriate intervals, on an ongoing basis, the details of the number of claims received pertaining to deceased locker-hirers / depositors of safe custody article accounts and those pending beyond the stipulated period, with reasons therefore. Customer Service Committee of the Board of the banks shall review the settlement of claims and make suggestions to ensure that the claims are settled as early as possible unless there is any litigation pending before the Courts or any difficulty is being faced in identifying the true claimant with reference to nomination.

### **CLAIMS WITH NOMINATIONS:**

#### **Nominee willing to continue the locker facility:**

- The Nominee should submit the 'Transmission Claim Form With nominee' to the Bank along with his/her KYC proofs.
- The Bank Officials will ascertain the KYC's provided and shall allow the nominee to access the Safe Deposit Locker.
- If the Nominee desires to continue the said Locker in his/her name, he / she should represent his desire to continue the same locker in his/her surrender letter cum application.
- The Nominee should further complete all the required formalities afresh, to the satisfaction of the Bank Officials as per Bank's Policy with regards issuance of new Lockers.

#### **Nominee not willing to continue the locker facility:**

- The Nominee should submit the 'Transmission Claim Form - With nominee' to the Bank along with his/her KYC proofs.
- The Bank Officials will ascertain the KYC's provided and shall allow the nominee to access the Safe Deposit Locker.

- The Nominee shall surrender the Key of the locker and hand over the letter of discharge to the Bank Officials.
- In case the key is not traceable or lost, the locker will be broke open in the presence of the Nominee, 2 witnesses one each from both sides and the contents of the locker will be recorded by way of Panchnama to be signed by all the parties and witness. A copy of the same to be given to the Nominee along with the contents of the locker. The charges of break open of locker shall be recovered from the Nominee.

## **CLAIMS WITHOUT NOMINATIONS :**

### **Willing to continue the locker facility :**

- Bank Officials shall guide the legal heirs of the locker holder, of our Bank's policy and also the required formalities to be completed before the Bank accedes to their request.
- Legal representative/s should submit 'Transmission claim forms - Without Nominee' along with all the KYC proofs.
- Bank Officials should be guided by our Transmission Policy to settle the claims.
- In case of death of any one of the joint hirer, the case should be examined on the basis of the condition no. 2 of the Memorandum of Letting of Locker / access should be allowed to the surviving hirer jointly with the legal heirs of the deceased hirer.

### **Not Willing to continue the locker facility**

- The Nominee should submit the 'Transmission Claim Form - Without Nominee' to the Bank along with his / her KYC proofs.
- The Bank Officials will ascertain the KYC's provided and shall allow the claimant to access the Safe Deposit Locker.
- The Claimants shall surrender the Key of the locker and hand over the letter of discharge to the Bank Officials.

## **ACCESS TO THE ARTICLES IN THE SAFE DEPOSIT LOCKER / RETURN OF SAFE CUSTODY ARTICLES:**

- If the sole locker hirer nominates an individual to receive the contents in the locker, in case of his death, after verification of the death certificate and satisfying the identity and genuineness of such individual approached, the bank shall give access of the locker to such nominee with liberty to remove the contents of the locker, after an inventory was taken in the prescribed manner.
- In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates any other individual(s), in the event of death of any of the locker hirers, the bank shall give access of the locker and the liberty to

remove the contents jointly to the survivor(s) and the nominee(s) after an inventory was taken in the prescribed manner.

- In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the bank shall follow the mandate in the event of death of one or more of the joint locker-hirers.
- Bank shall, however, ensure the following before giving access to the contents to nominee / survivor
- Exercise due care and caution in establishing the identity of the survivor(s) / nominee(s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence
- Make diligent effort to find out whether there is any order or direction from Courts/Forums restraining it from giving access to the locker of the deceased
- Make it clear to the survivor(s) / nominee(s) that access to articles in the locker / safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.
- The bank shall ensure that, the contents of locker, when sought to be removed on behalf of a minor nominee, are handed over to a person who is, in law, competent to receive the articles on behalf of such minor. Further, the bank shall prepare an inventory of the articles in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility or safe deposit of articles and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.
- The bank shall obtain a separate statement from the nominee (claimant) or the person competent to receive articles on behalf of the minor, as the case may be, that all the contents in the locker or in the safe custody of the bank, as the case may be, are received and the locker is empty and they have no objection to allotment of the locker to any other customer as per norms.
- While giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, banks may avoid insisting on the production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), unless there is any discrepancy in nomination.

## **J. INFRASTRUCTURE AND SECURITY STANDARDS**

### **Security of the Strong Room/Vault**

- Bank shall take necessary steps to ensure that the area in which the locker facility is housed is properly secured to prevent criminal break-ins. The risks of accessibility of an allotted locker from any side without involvement of the locker-hirer concerned may be assessed and kept on record.
- Bank shall have a single defined point of entry and exit to the locker room/vault.
- The place where the lockers are housed must be secured enough to protect against hazard of rain / flood water entering and damaging the lockers in contingent situations.
- The fire hazard risks of the area should also be assessed and minimized.
- The banks, as per their policy, shall conduct necessary engineering / safety verification regularly to identify the risks and carry out necessary rectification.
- The area housing the lockers should remain adequately guarded at all times.
- Bank shall cover the entry and exit of the strong room and the common areas of operation under CCTV camera and preserve its recording for a period of 180 days. In case any customer has complained to the bank that his/her locker is opened without his/her knowledge and authority, or any theft or security breach is noticed/observed, the bank shall preserve the CCTV recording till the police investigation is completed and the dispute is settled.
- The internal auditors shall verify and report the compliance to ensure that the procedures are strictly adhered to.

### **Locker Standards**

- All the new mechanical lockers to be installed by the bank shall conform to basic standards / benchmarks for safety and security as prescribed by Bureau of Indian Standards (BIS) or any other enhanced industry standards applicable in this regard.
- Banks shall ensure that identification Code of the bank / branch is embossed on all the locker keys with a view to facilitating identification of lockers / locker ownership by law enforcement agencies in case of need.
- Manager shall check the identification code of the Bank /Branch is embossed on all the locker keys with a view to facilitate identification of lockers /locker ownership by law enforcement agencies in case of need.
- The custodian of the locker i.e. Branch Manager shall, regularly/periodically, check/verify the keys maintained in the branch to ensure that they are in proper condition including those of surrendered / vacant Lockers.
- Bank shall permit the locker-hirer to operate the locker only with the key provided by the bank, although there is no restriction in allowing the customer to use an additional padlock of her /his own if there are such provisions in lockers.



- When the Locker Units are installed by the supplier, the keys of the individual Locker units and the Master key (to be used by the Bank) will be handed over to the Branch Manager by the company.
- The Manager shall first check whether all the keys open & lock the respective Locker smoothly prior to renting out the Lockers to customers. Then each key must be kept in a small cover and sealed, noting on it the Locker number & key number. These sealed covers (keys) should be kept in a box arranged in the order of Locker number and this box should be kept in a vacant Locker or inside cash safe.

### **Master Key**

- A locker is operated by dual lock system. The first key is considered as '**Master Key**' which is in the possession of the Bank. And the second key being the Hirer's Key should be carefully kept / preserved by the hirer.
- The 'Master Key' is common to all lockers in a cabinet in a particular branch. This is issued by the manufacturing company in duplicate. The original key is to be used by the Officer and the duplicate key is lodged with Accounts Dept of central office.
- During office hours, the Manager / Officer in charge of Locker should hold the Master key and he should not part with it. It should never be carried out of officer premises.
- The Master key should be kept in the cash safe under double lock except during office hours.
- The Hirer/s should not duplicate the locker key provided by the Bank for locker operation for any reason and under any circumstances whatsoever. In the event of any duplication of key, the hirer/s will be solely held responsible for any cost and consequences thereof and the Hirer/s shall not be entitled to claim any compensation, damages, loss under any nomenclature from the Bank under any circumstances.

## **K. OPERATIONAL INSTRUCTIONS AND PROCEDURE:**

### **Regular Operations by Customers**

The locker hirer and/or the persons duly authorized by him/ her only shall be permitted to operate the locker after proper verification of their identity and recording of the authorization by the officials concerned of the bank.

The bank shall maintain a record of all individuals in the Locker Register, including the locker-hirers, who have accessed the lockers and the date and time (both check-in and check-out time) on which they have opened and closed the locker and obtain their signature.

| Locker No. | Name of the Locker Holder | Signature of hirer operating | Time of Entry in Locker Room | Time of Checking out | Signature Of Officer |
|------------|---------------------------|------------------------------|------------------------------|----------------------|----------------------|
|            |                           |                              |                              |                      |                      |
|            |                           |                              |                              |                      |                      |

Branch Official shall verify customer/s signature/s properly and promptly, before allowing him/her to operate the locker. The verifying Branch Official will put his signature in front of the locker entry made in the register as a token of satisfactory verification of signatures.

The Branch shall make data entry of each visit of the customer to operate the locker in the Locker Software immediately at the time of entry and exit of the customer.

The Branch Officials holding the Master Key/First Key shall accompany the locker holder to the locker. The key to operate the locker is with the help of the Master Key and "Hirer's Key" i.e. opening the locker with both the keys simultaneously. However, the hirer can close the locker with his/her key alone. The lock closes automatically and thus there is no necessity to use the Master Key for closing the locker.

The bank's officer authorizing the locker-hirer to access the locker, after unlocking the first key / password shall not remain present when the locker is opened by the locker-hirer.

The banks shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time.

Banks shall send an email and SMS alert to the registered email ID and mobile number of the customer before the end of the day as a positive confirmation intimating the date and time of the locker operation and the redressal mechanism available in case of unauthorized locker access.

The ingress and egress register for access to Vault Room by locker-hirers or any other individual including the banks' staff shall be maintained to record the movement of individuals in the Vault Room area with their signatures at appropriate place in the records.

The Bank shall maintain a record of date and time of both check-in and check-out of Staff in the "Ingress and Egress Register", who have accessed the locker Room for any reason.

**Left Side of Register**

| Date | Name of Person | From | Purpose of Visit |
|------|----------------|------|------------------|
|      |                |      |                  |

*(From : Branch, Civil Contactor, Carpenter, Electrician, Locker Vendor, Outsourced Record Keeping Agency, Outsourced Cleanliness Agency, Regulator Bodies, Witnesses and Videographer)*

**Right Side of Register**

| Check in Time | Check out Time | Signature of Person | Signature of Branch Official |
|---------------|----------------|---------------------|------------------------------|
|               |                |                     |                              |

Audit Department has to include it in Scope of Bank’s internal Audit Dept. and External Auditors and verify the compliance to ensure that the procedures are strictly adhered to.

**Locker left open by the Hirer :****With key left behind by the hirer in the Locker room**

The bank custodian shall check whether the lockers are properly closed post locker operation. If the same is not done, the lockers must be immediately closed, and the locker-hirer shall be promptly intimated through e-mail, if registered or through SMS, if mobile number is registered or through letter so that they may verify any resulting discrepancy in the contents of the locker. The bank custodian shall record the fact of not closing the locker properly in the register and its closure by the bank with the date and time.

At times, the hirer may go out of Vault / Locker Room without properly locking his Locker / leaving the locker key to the locker then bank officer should immediately contact the hirer and request him/ her to come to branch immediately. The contents may be kept in the same locker and locked with the help of the key left behind by the hirer. The Locker key must then be left under the joint custody of Manager and Cashier. The key should not be left with the Officer in charge of Locker who is holding the Master Key. When Hirer subsequently come to the Bank he should be asked to check the contents in the Locker. The Bank Officials may have no knowledge of the same making it difficult to take cognizance of the contents of the Lockers.

**Locker left open and locker key is with hirer-**

- If the locker is unlocked, Locker key is with the hirer, and he I not immediately available then The contents may be listed in the presence of the Manager , another officer, cashier,

and 2/3 customer. The articles should be kept in a vacant Locker or in the safe in sealed cover / bag. When the hirer subsequently comes to the bank, he must be asked to check the contents in the sealed cover.

In addition to the above precautions, at the end of each working day, before closing the vault doors, the officer in charge of Lockers (CUSTODIAN) should first check that no one is still inside the Locker room (vault) and then should check with reference to the “Locker Access Register” all the Lockers which were operated during that day to ensure that they have been properly locked by the hirers and no article / valuables are left behind by the Locker hirers in the strong / Locker room.

**Valuables/articles found in locker room :**

Customer (hirer) by mistake or in a hurry, may leave certain valuable articles in the Locker room. Such valuable articles found inside the Vault or “Safe Deposit Locker Room” must be kept under proper Safe Custody as per the following guidelines:

A Register with title “Valuable Articles Found in The Locker Room” shall be maintained by the Branch with the following columns.

| Date | Description of Valuables with Shop/Maker’s name and address, if available | Signatures of Manager & Officer- incharge of Lockers |
|------|---|--|
|      |   |  |
|      |   |  |

- The valuable articles found inside the Locker room should be kept in a cover, which should be properly sealed with the date of finding the article noted on this cover. The Manager, office in charge of Lockers and the cashier all will have to affix their full signatures on this cover.
- Efforts should be taken, through discreet enquiries of all those Locker customers who operated their Lockers on that particular day, to trace the true owner of the valuable articles found inside the Locker room.
- Excepting the Manager, officer in charge of the Locker and the cashier (if he is also included) no other staff in the Branch should be allowed to know the details and description of the valuables found in the Locker room. Utmost secrecy should be maintained to ensure that the information does not leak out to anyone else.

- The Manager will have to, in all such cases, inform the Operations Dept as well as Audit Dept., through a confidential letter giving full particulars of date & time of finding the valuables inside the Locker room, their full description and number of items found. This letter must be prepared in "triplicate", first copy of which will be retained with the sealed cover, second copy will be kept in a separate file maintained for this purpose titled as "Valuables / Documents found inside Locker room" and the third copy to be sent to the Operations Head with a copy to Audit Head.
- In case any claim is received or a reference to this loss is made by any of the Locker customers, the Manager will have to satisfy himself beyond any doubt that the person claiming is the genuine person. This should be possible if the person gives the correct description of each article he had misplaced in the Locker Room with the shop / maker from whom he had purchased them (if he is able to produce the purchase bill it will serve the purpose of identification of the article).
- After identifying the genuine person (Locker hirer) the Manager will get the permission from the appropriate officer of HO to release the articles against indemnity bond (on stamp paper of appropriate value as per directions of Legal Department).
- An acknowledgement should be obtained from the hirer, in writing giving full descriptions of the articles received back by him.
- At the time of releasing the articles to the hirer all necessary details should be recorded in the Register maintained for this purpose with the following columns.

**Register for Valuables / Documents found inside Locker room**

| Name & Address of the Claimant | Description of articles found & now restored to the Locker hirer | Indemnity Bond dated | HO order dated |
|--------------------------------|--|----------------------|----------------|
|                                |  |                      |                |

| Date of releasing the articles to the claimant | Signature of the claimant | Compliance report sent To HO on Date | Initials of officers (Manager & Custodian) |
|--|---------------------------|--------------------------------------|--|
|  |                           |                                      |  |

## Unclaimed articles:

Whenever articles / valuables are left in the branch premises unclaimed, they are to be kept in safe custody and the matter should be reported to C.O.

## L. DEFAULT OF RENTALS:

- In the event of locker rent remaining unpaid for more than one month, TWO reminders should be sent to the Locker holder with at an interval of 10 days under certificate of posting, requesting him / her to pay the amount immediately. (As per 'Annexure - XV' and 'Annexure - XVI'). This letter should be delivered by way of Registered AD to maintain the record.
- In event, this letter remains unaddressed by way of non-payment of the locker rent, a Final Demand Notice Letter should be sent to the Locker Hirer by the Hand Delivery and RAD. (As per 'Annexure - XVII')
- Final Demand Notice Letter (As per ('Annexure - XVII')) should specifically state that if customer is not inclined to renew the agreement by paying rent, he / she should surrender the locker within fifteen days from the date of notice failing which the same shall be broken open by the Bank Officials.
- In case of default, if the registered letter / notice served is returned undelivered on any ground / reason (not found / not refused etc.), the returned envelope containing the above remarks should be kept safely along with Memorandum of Letting of Locker. Notation to this effect may be made on the Locker Register.
- Notice charges should be recovered by debiting the amount to the hirer's account.
- In case, if the Locker rent is still not paid hirer then the Bank shall have the right to refuse access to the locker without prejudice to Bank's right to break open the locker.
- In case of sticky accounts, Branch should adopt the following measure:
  - A sticker should be affixed on the locker to easily identify and advice, to pay the rent immediately.
- The Bank Officials are under obligation to freeze opening of the Locker under the following circumstances:
  - Dispute amongst the Locker Holders / Specific request from either or any one of the Locker holders.

## **FREEZE AND UNFREEZE**

### **Freeze Locker Operations**

- On receipt of a letter from any of the locker holder with a request to freeze the locker operations under the circumstances as mentioned above, the Branch Officials should prima facie observe the following:
  - To record the date and the time of the receipt of the letter.
  - To verify the signature of the locker holder before acceding to the request to freeze the operations of the locker
  - To attach the letter to the locker form.
  - Instructions to be written in the locker register and in FINACLE Locker Module.

### **Unfreeze Locker Operations**

- To unfreeze / allow the operations in the Locker account, the Branch Officials should prima facie observe the following:
  - To obtain a letter bearing signature of all the locker holders with a request to allow operations in the account.
  - On receipt of the letter to record the date and time there upon
  - To verify the signatures of all the locker holders.
  - To attach this letter also to the locker form.
  - Instructions accordingly to be modified and recorded in the locker register and in FINACLE Locker Module.
  - Injunction Order from Competent Authorities to stop access.
  - The Bank Officials should take on record a letter signed by all the locker holders to unfreeze and allow operations in the account.

### **Recovery and Follow up :**

- Details of follow up done for recovery of rent are required to be recorded in the "S.D. Locker Register". This should show the following  
Expiry date, Renewal date in respect of the lockers, S.B. Account Number, Address in detail, Date of issue of Notices / Reminders sent etc.
- This record should be maintained so as to bring clarity in the status / position of availability of Lockers at any point of time.

#### **M. PROHIBITORY ORDERS:**

- Access should not be allowed to the hirer of a Locker on which a valid prohibitory order from a competent authority or a Court appointing a Receiver in respect of the Locker is received.
- In the event of the competent authority bringing an order for making an inventory of the content of the Locker and accompanied by the hirer, the access of the Locker should be allowed. However, the hirer should be made to sign the Locker Access Register as usual.

#### **N. INOPERATED LOCKERS:**

- Where the lockers have not been operated for more than three years for medium risk category or one year for a higher risk category, the Branch Officials should immediately take steps to contact the locker hirer and advise him / her / them to either operate the locker or surrender it.
- This exercise should be carried out even if the locker hirer is paying the rent regularly.
- Further, the Bank Officials should ask the locker hirer to give in writing, the reasons why he / she did not operate the locker.
- In case the locker hirer has some genuine reasons as in the case of NRIs or persons who are out of town due to a transferable job etc., Bank Officials may allow the locker hirer to continue with the locker. A letter / mail to this effect should be taken on record.
- In case the locker hirer does not respond nor operate the locker, Bank Officials should consider opening the lockers after giving due notice to him.

#### **O. LOCKER SURRENDER :**

- Either party (Bank / Hirer), may terminate the Agreement on giving to the other seven days advance notice of such intention in writing prior to the date on which the agreed period of renting terminates and the key of the locker shall in such case be delivered by the Hirer/s to the Bank.
- Lockers are to be surrendered only on the basis of a written request from the Customer (in person) duly signed by all Locker holders. Any exceptions will be handled on a case-to-case basis.  
Thereafter, the locker holder should submit a letter bearing contents to denote clearly that the locker has been vacated & all the belongings have been removed.
- Further, the Bank Officials shall seek signature of all the Locker holders in the Column mentioned Surrender of Locker on the Specimen Form ('Annexure-VI') and ('Annexure-XXIV') to be taken on record.



- The Bank Officials shall further levy surrender charges along with service tax, as applicable from time to time.
- The Deposit Receipt kept with the Bank under Lien shall be released to the locker holder on obtaining his/her/their signature on the register where it is recorded.
- If locker rent is collected in advance, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer
- If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the bank shall give public notice in two newspapers (including one local daily in vernacular language) in this regard and the customers shall be intimated at least two months in advance along with options for them to change or close the facility. In case of unplanned shifting due to natural calamities or any other such emergency situation, banks shall make efforts to intimate their customers suitably at the earliest.
- If a hirer surrenders the locker before the due date of Security Deposit, the deposit will be refunded by treating it as a prepayment. The hirer may also decide for continuance of deposit till its maturity to avoid loss of interest.
- **The lock of the surrendered Locker must be inter-changed with that of a vacant Locker. In case no vacant Locker is available in the branch then a spare lock should be procured from the company which supplied the Locker units and the same should be fitted in the surrendered Locker retaining the lock of that Locker as a spare one. These costs will be borne by the Bank.**
- Only after changing the lock of the surrendered Locker the same could be hired out to another customer.

#### **Termination of Licenses :**

- The Bank also reserves the right to terminate the hiring arrangement by giving Three month notice in writing to the hirer by registered post on address provided by Locker Customer on Locker opening form, if the Customer is not co-operating and/or complying with the terms and conditions of this Agreement, without assigning any reason therefore.

#### **P. CLOSURE AND DISCHARGE OF LOCKER ITEMS :**

##### **PROCEDURE FOR BREAKING OPEN THE LOCKER:**

This part refers to the breaking open of the locker in a manner other than through the normal access by the customer using her/his original key under any one of the following circumstances:

- i) if the hirer loses the key and requests for breaking open the locker at her /his cost; or

- ii) if the Government enforcement agencies have approached the bank with orders from the Court or appropriate competent authority to seize lockers and requested for access to the lockers; or
- iii) if the bank is of the view that there is a need to take back the locker as the locker hirer is not co-operating or not complying with the terms and conditions of the agreement.

**Before breaking open the locker, prior permission from Legal Department should be obtained. A note for the same should be put up mentioning the details of efforts taken and all the correspondence and proofs attached.**

**i) Discharge of locker contents at the request of customer (If Key is lost) :**

- If the key of the locker, supplied by bank is lost by the locker-hirer, the customer (locker hirer) shall notify the bank immediately in writing on Annexure - XVIII signed by all account/locker holders.
- On receipt of such letter, the Officials should make a note of the same and in consultation with the hirer/s, and the manufacturers arrange for a date to break open the locker.
- All charges for opening the locker, changing the lock and replacing the lost key may be recovered from the hirer. The charges applicable for replacement of lost keys shall be communicated to the locker hirer.
- The opening of the locker has to be carried out by the bank or its authorized technician only after proper identification of the hirer, proper recording of the fact of loss and written authorization by the customer for breaking open the locker.
- On the appointed day, the locker should be broken open in the presence of the hirer/s and the Officials. The hirer should take possession of the contents and sign acknowledgement for having received the same (As per 'Annexure - XX'). Notation to this effect should be made in the record.
- In case, where a locker is hired by more than one person jointly and the same is operated singly then if only one person is to be present at the time of break open of the locker, the joint hirer/s should give letter of authority to supervise the operation in favour of that person. However in case where the locker operation is jointly, all the hirers should be present. Report of Locker Broken Open to be filled and kept on record. (Annexure - XIX)
- Separate Resolution shall be required in case of Private Limited Companies
- In case of Blind/ Illiterate person further precautions shall be taken as per Banks Policy from time to time.
- It shall be ensured that the adjoining lockers are not impacted by any such operations and the contents of the lockers are not exposed to any individual other than the locker-hirer during the break-up or restoration process.

**ii) Attachment and recovery of contents in a Locker and the Articles in the safe custody of the bank by any Law Enforcement Authority**

- In case of attachment and recovery of the contents in a locker of a customer or the articles left by a customer for safe custody of the bank by any Authority acting either under the orders of a Court or any other competent authority vested with the power to pass such orders, the banks shall co-operate in execution and implementation of the orders.
- The bank shall verify and satisfy itself about the orders and the connected documents received for attachment and recovery of the contents in a locker or articles in the safe custody of the bank.
- The customer (locker-hirer) shall be informed by letter as well as by email/SMS to the registered email id/mobile phone number that the Government Authorities have approached for attachment and recovery or seizure of the locker or articles deposited for safe custody.
- An inventory of the contents of locker and articles seized and recovered by the Authority shall be prepared in the presence of such Government Authorities, two independent witnesses and an officer of the bank and shall be signed by all.
- A copy of the inventory may be forwarded to the customer to the address available in the bank's records or handed over to the customer against acknowledgement.
- Bank shall also record a video of the break-open process and the inventory assessment, wherever legally permissible, and preserve the video to produce as evidence in case of any dispute or Court or fraud case in future.

**iii) Discharge of locker contents by banks due to non-payment of locker rent**

- Bank shall have the discretion to break open any locker following due procedure if the rent has not been paid by the customer for three years in a row.
- The bank shall notify the existing locker-hirer prior to any changes in the allotment and give him/her reasonable opportunity to withdraw the articles deposited by him/her.
- Before breaking open the locker, the bank shall give due notice to the locker-hirer through a letter and through email and SMS alert to the registered email id and mobile phone number demanding to pay the rent immediately.
- If the rent is still unpaid, at least Three Reminders should be sent at an interval of 10 days, under certificate of posting. (Annexures XV & XVI)
- Even after the reminders the hirer does not pay up the rent, then issue a final letter giving notice that the Bank would break open the Locker. This letter should be sent by Register Post with Acknowledgement due. (*Annexure- XVII*)
- If there is no response for the Registered letter the Branch should depute a responsible staff member to ascertain the following information of the hirer.
  - latest address of the hirer,
  - whether the hirer is available at this address, and

- if not, what do the enquiries at the address reveal.
- If the letter is returned undelivered or the locker-hirer is not traceable, the bank shall issue public notice in two newspaper dailies (one in English and another in local language) giving reasonable time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond.
- If all the above efforts to collect the Locker rent fail then the Bank may wait for a further period of 3 months.
- After expiry of this 3 months period, another registered letter may be issued informing him that the Locker hired by him will be broken open, without further intimation to him, if the rent is not paid within 10 days from the date of notice. ('Annexure- XVII')
- If the rent is not paid within the notice period, then the Bank will have to break open the Locker.
- Note is to be placed to Legal Department prior to Breaking Open of the Locker.
- The locker shall be broken open in the presence of an officer of the bank and two independent witnesses.
- Bank shall also record a video of the break open process together with inventory assessment and its safe keep and preserve the same so as to provide evidence in case of any dispute or Court case in future.
- Bank shall also ensure that the details of breaking open of locker is documented in Locker Software Module apart from locker register.
- After breaking open of locker, the contents shall be kept in sealed envelope with detailed inventory inside fireproof safe in a tamper-proof way until customer claims it under the joint custody of the Manager & another Officer / Cashier of the Branch.
- The fact shall be recorded in a separate Register called "Register of Lockers Broken Open" which will be authenticated by both the custodians.
- After breaking open the Locker due notices are to be sent to the concerned hirer in the following manner, a specimen of such notices as follows is given in the Annexures, Locker found empty (As per 'Annexure - XXI'), Locker found with articles (As per 'Annexure - XXII')
- A report / inventory should be prepared and signed by all the persons in whose presence the Locker was broken open. A specimen of the report / inventory. (As per 'Annexure - XXIII')
- While returning the contents of the locker, the bank shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.
- Bank shall not open sealed/closed packets found in locker while releasing them to the nominee(s) and surviving locker hirers / depositor of safe custody article, unless required by law.
- In such cases, the Bank shall recover its dues on account of rent till the quarter in which the locker is broken open, Charges for breaking open the locker and repair / replacement and other handling charges, service charges, to cover losses of rental income owing to

immobility of the locker shall be recovered by exercising Bank's lien over the contents / deposit with the Bank.

#### **Discharge of locker contents if the locker remains inoperative for a long period of time**

- If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be.
- The Bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner as the case may be. The Bank shall be at liberty to dispose of the articles left unclaimed for a reasonably long period of time not less than of 3(three) years.
- Disposal of the articles of the Locker as recorded in the inventory prepared in the manner as stated in the paragraphs above, shall be done either by sale in public auction and the sale proceeds shall be applied first towards the Customer's dues to the Bank (including outstanding Rent, breaking open charges and any other dues) and balance be refunded to the Customer or held for the disposal at the order of the Customer.
- Before sale of the contents of the Locker by conducting public auction, a notice of not less than 3(three) months in writing by registered post/speed post (and also by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) shall be issued by the Bank to the Customer about the intention of the Bank to auction the contents of the locker for recovery of the dues to the Bank. The said notice ("**Auction Notice**") (As per 'Annexure - XXV'), shall contain the date, time and place of auction and a copy of the inventory of the contents of the Locker made in terms hereof. (Letter for auction needs to be drafted and included as annexure)
- Before breaking open the locker, the bank shall follow the prescribed procedure.

#### **Q. DEALING WITH CASES OF MISSING PERSON**

- While Section 107 of the Indian Evidence Act, 1872 deals with presumption of continuance of life, Section 108 deals with presumption of death. As per section.108 of the Indian Evidence Act, when the question is whether a man is alive or dead and it is proved that he/she has not been heard of for seven years by those who would naturally have heard of him/her if he/she were alive, the burden of proving the existence of the person will be shifted to the person who affirms it.
- Again as per the provisions of Section 108 of the Indian Evidence Act, presumption of death can be raised only after a lapse of seven years from the date of his/her being reported missing. As such, the nominee of a missing depositor has to raise an express

presumption of death of the subscriber under Section 107 & 108 of the Indian Evidence Act before a competent Court. If the court presumes that the person is dead, then, the nominee will be entitled for settlement of outstanding amount or the safe custody article of the missing subscriber.

**R. GENERAL GUIDELINES :**

- The hirer should not be permitted to stay in the strong room for unreasonably long time. There should be proper watch during his presence inside.
- For ensuring that hirers who come to the Bank for operating the locker are not trapped inside the strong room, IBA has advised that
- The operative timings for safe deposit vaults / strong room should be restricted to Banking / Business Hours;
- The Officer should go around the 'Strong Room' / Vault where the lockers are kept and inspect each and every locker that has been operated during the day for ensuring that every locker has been locked properly and that no one was inside the Vault.

**S. GUIDELINES TO BE FOLLOWED IN CASE OF SPECIFIC INSTANCES:**

- In case there is only one nominee, and nominee is not alive at time of death of deceased, case needs to be settled as case where no nomination has been registered.
- Before settling the claim branch should recover arrears of rent and locker break open charges if any, from the claimant.
- In case of each claim branch will have to check that there is no amount outstanding against the deceased.

**T. SECRECY AND CONFIDENTIALITY:**

- The Bank will ensure utmost secrecy of the Safe Deposit Lockers hired by the customer and will not divulge any information about hiring of lockers, mode of operation etc. to anyone, except when the disclosure is required to be made with the clear consent of the hirer(s) or in compliance of the orders of a competent authority having statutory powers.

**U. DISCLAIMER:**

- The Bank will, in no way, be responsible / liable for the contents kept in the locker by the hirer. In case of theft, burglary or similar unforeseen events, action will be initiated as per law.

## **V. SYSTEM RECORDING:**

- It is very crucial that a record has to be maintained in the system with regard to letting out the lockers, their mode of operations, change of mode of operations, deposits for lockers, rent applicable, type of locker hired, operations as regards the locker hired, etc.
- This recording shall enable the Bank officials to keep a track on the operative as well as non-operative lockers, as well as the expiry of locker deposits, etc.
- Annexed herewith is the detailed Locker Module in Finacle.

## **W. BOOKS TO BE MAINTAINED:**

- Register of Locker Hirers (customers). (Specimen I)
- Locker Rent Collection Register. (Specimen II)
- Rent Over Due Lockers Register. (Specimen III)
- Register of Lockers Broken Open. (Specimen IV)
- Key Register. (Specimen V)

## **X. LIABILITY OF BANK :**

The Bank owe the responsibility for any loss or damage to the contents of the lockers due to the negligence as bank owe a separate duty of care to exercise due diligence in maintaining and operating their locker or safety deposit systems. The duty of care includes ensuring proper functioning of the locker system, guarding against unauthorized access to the lockers and providing appropriate safeguards against theft and robbery. Further, bank shall adhere to the Master Directions of RBI on Frauds for reporting requirements about the instances of robberies, dacoities, thefts and burglaries.

- **Liability of Bank arising from natural calamities like earthquake, flood, thunderstorm, lightning, riot or war or terrorist attack etc. or due to sole negligence of the customer**

The Bank shall not be liable in any case, for deterioration or any damage or loss of contents of the Locker arising from natural calamities or Acts of God like rain, flood, thunderstorm, earthquake, lightning or civil disturbance or commotion, riot or war or in the event of any terrorist attack or by any other similar cause(s) or any act that is attributable to the sole fault or negligence of the customer. Bank shall, however, exercise appropriate care to their locker systems to protect their premises from such catastrophes.

- **Liability of Bank arising from events like fire, theft, burglary, dacoity, robbery, building collapse or in case of fraud committed by the employees of the Bank**

Bank shall take all steps for the safety and security of the premises in which the safe deposit vaults are housed. It has the responsibility to ensure that incidents like fire, theft/ burglary/ robbery, dacoity, building collapse do not occur in the bank's premises due to its own shortcomings, negligence and by any act of omission/commission.

As bank cannot claim that they bear no liability towards their customers for loss of contents of the locker, in instances where loss of contents of locker are due to incidents mentioned above or attributable to fraud committed by its employee(s), the banks' liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

#### **Y. INSURANCE:**

- **Branch Insurance Policy**

Bank shall have a branch insurance policy to minimize the loss due to incidents like robbery, fire, natural calamities, loss during shifting/merger of branch, etc., affecting contents of lockers.

- **Insurance of locker contents by the customer**

Bank shall not be under any liability to insure the contents of the locker against any risk whatsoever as the Bank do not keep a record of the contents of the locker or of any articles removed there from or placed therein by the customer. Bank shall under no circumstances offer, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.

#### **Z. CUSTOMER RIGHTS, GUIDANCE AND PUBLICITY**

- The Customer shall have, subject to terms of this agreement, a right to use the Locker for keeping belongings and expect reasonable care by the Bank for protecting such belongings and in case of the Bank's failure to do so, avail of such remedies as may be available from time to time under the applicable law and regulations.
- The Bank acknowledges the Customer's rights as may prevail from time to time under the applicable law and regulations.
- Inform the Bank forthwith in case of the change of address of the Customer providing new address and contact details including phone number, email id, mobile number etc.
- The bank shall display the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on various aspects on the website for public



viewing. The bank shall ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.

- Bank shall display updated information on all kinds of charges for safe deposit lockers and safe custody articles on the website.
- Bank shall place on the website, the instructions together with the policies / procedures put in place for giving access of the locker/safe custody article to the nominee(s) / survivor(s) / legal heir(s) of the deceased locker hirer/safe custody article.

\*\*\*\*\*

Specimen I

| Sr. No. | Date | Name & Address of the Hirer | Locker No. | Key No. | Mode of Operation by |
|---------|------|-----------------------------|------------|---------|----------------------|
|         |      |                             |            |         |                      |

Specimen II

| Sr. No. | Locker No. | Name of the Hirer | Rent due on | Rent for the year | Due Date | Collected on |
|---------|------------|-------------------|-------------|-------------------|----------|--------------|
|         |            |                   |             |                   |          |              |

Specimen III

| Sr. No. | Locker No. | Name of the Hirer | Rent for the year | Due on | Date of last operation of the locker | Details of Notice Sent including Register Notice |
|---------|------------|-------------------|-------------------|--------|--------------------------------------|--|
|         |            |                   |                   |        |                                      |  |

Specimen IV

| Date & Time of Breaking Open | Locker No. | Name of the Hirer | Date of intimation of Loss of Key | Is the Break Open due to Rent default | Names of Address of in dependent witness in whose presence Locker was broken open | Signatures |
|------------------------------|------------|-------------------|-----------------------------------|---------------------------------------|---|------------|
|                              |            |                   |                                   |                                       |   |            |

Specimen V

| Sr. No. | Locker No. (Write in ascending order of Lockers in the Branch) | Size/ Type | Key No. | Date Of Hiring The Locker | Date of handling over the key to Hirer |
|---------|--|------------|---------|---------------------------|--|
|         |  |            |         |                           |  |

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## ANNEXURE -I

### *GUIDELINES IN RESPECT OF KYC PROOFS*

#### **□KYC PROOFS FOR INDIVIDUALS**

##### KYC's for Identity proof (Any One)

- (a) Aadhaar Card (a) Passport (b) PAN Card (c) Driving License (d) Photo credit card along with latest billing statement (e) Original letter of introduction from existing banker (f) Job card issued by NREGA (g) Pension book issued by Home Ministry of Government containing name, address, validity period & photograph of applicant (h) Authenticated True Copy of Marriage Certificate, in case of married women, if identity proof is in maiden name.

##### KYC's for Address proof (Any One)

- (a) Aadhaar Card (a) Latest Electricity Bill (b) Latest Telephone Bill (c) Latest Premium receipt from Life Insurance Co. (d) Consumer gas connection card / book (e) Latest Income Tax / Wealth Tax assessment Order (f) Last statement of accounts from credit card issuing company (g) Certificate from Ward Officer maintaining Election roll, certifying address of the applicant (h) A letter from a reputed employer certifying the residential address of the employee as recorded in their books (I) Letter issued by Unique Identification Authority of India containing details of name, address and Aadhar No.

#### **□KYC PROOFS FOR SOLE PROPRIETOR**

- a. Registration Certificate (in case of registered unit)
- b. Certificate/license issued by the municipal authorities under shop & establishment Act.
- c. Sales and Income tax returns.
- d. CST/VAT certificate.
- e. Certificate/registration document issued by the sales tax/professional tax authorities.
- f. License issued by the Registering authority like certificate of practice issued by Institute of chartered accountants of India, Institute of company secretaries of India, Indian Medical Council, Food and Drug Control authorities, etc.
- g. Existing Bank statement from the current banker, for a minimum period of 6 months.

- h. Registration / licensing document issued by the Central Government or State Government Authority / Department.
- i. Importer Exporter Code (IEC) issued by the Office of Directorate General of Foreign Trade (DGFT) etc.,(Any two of the above documents would suffice. These documents should be in the name of the proprietary concern.)

**☐KYC PROOFS FOR PARTNERSHIP FIRMS**

- a. Registration Certificate, if the firm is registered.
- b. Partnership Deed.
- c. Power of Attorney granted to a partner or an employee of the firm to transact business on its behalf.
- d. Attach Proof to identify and proof of address of the main partners and persons holding the POA apart from the above.
- e. Attach Proof of Legal name, telephone number of the firm and partners apart from the above.

**☐KYC PROOFS FOR LLP FIRMS**

- a.LLP agreement.
- b. Incorporation document and DPIN of the designated partners.
- c. Certificate of Registration issued by the ROC concerned.
- d. LLP-IN issued by the ROC.
- e. Resolution to open an account and list of authorized person/s with the specimen signatures to operate the account duly attested by Designated Partners.
- f. Copy of PAN allotment letter.

**☐KYC PROOFS FOR COMPANIES**

- a. Certificate of incorporation and DIN.
- b. Memorandum & Articles of Association.
- c. Resolution of the Board of Directors to open an account and list of officials authorized to operate the account.
- d. Identification of authorized signatories should be based on photographs and signature cards duly attested by the company.

- e. Power of Attorney, if granted, to its managers, officers of employees to transact business on its behalf.
- f. PAN allotment letter.
- g. List of directors and copy of Form 32 (if directors are different from AOA).
- h. Certified true copy of Certificate of commencement of business (public limited company).
- i. Attach Proof of the name of the company, Principal place of business, mailing address of the company, Telephone/Fax number apart from the above. (Telephone bill)

**□KYC PROOFS FOR TRUST / ASSOCIATION / CLUB / SOCIETY**

- a. Certificate of Registration, if registered.
- b. Power of Attorney granted to transact business on its behalf, if any.
- c. Any document listing out the names and addresses of the trustees, sellers, beneficiaries, and those holding power of Attorney, and other key officials involved in the day to day management of the trust to the satisfaction of the bank.
- d. Resolution of the managing body of the foundation.
- e. Declaration of Trust/Bye Law of Society/Bye-law of Association /Bye-law of Club.
- f. Attach the Proof of name and address of the founder, Manager/director and the beneficiaries, telephone/fax number, Telephone bill, Utility bill, apart from the above.



BRANCH: \_\_\_\_\_

**ANNEXURE -II**

**VERNACULAR DECLARATION FORM**

(To be filled in by illiterate person)

**This is to certify that, I, Mr/Mrs/Ms \_\_\_\_\_, have been explained the contents of the document in my mother tongue. I declare that I have understood the contents of the document and have duly put my signature(s) to this declaration.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**WITNESS**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_





BRANCH: \_\_\_\_\_

ANNEXURE -III

*LOCKER TARIFFS AND SECURITY DEPOSITS.*

| Locker Types | Locker Rent | Locker Deposit |
|--------------|-------------|----------------|
| A            | 1,500       | 19,500         |
| B            | 2,100       | 21,300         |
| C            | 2,800       | 23,400         |
| D            | 3,000       | 24,000         |
| E            | 3,500       | 25,500         |
| H1           | 5000        | 30,000         |
| F            | 7000        | 36,000         |
| G            | 7500        | 37,500         |
| H            | 8000        | 39,000         |
| K            | 12000       | 51,000         |
| L            | 12000       | 51,000         |

BRANCH: \_\_\_\_\_

**ANNEXURE -IV**

***DIMENSION FOR LOCKERS & COMPANY***

| Sr No | Locker Types | Dimension |       |       | Company Names            |
|-------|--------------|-----------|-------|-------|--------------------------|
|       |              | H(mm)     | W(mm) | D(mm) |                          |
| 1     | A            | 115.5     | 180.5 | 503   | GODREJ, GUNNEBO, GARDWEL |
| 2     | B            | 148.5     | 216.5 | 503   | GODREJ, GUNNEBO, GARDWEL |
| 3     | C            | 115.5     | 361.5 | 503   | GODREJ, GUNNEBO, GARDWEL |
| 4     | D            | 179       | 271   | 503   | GODREJ, GUNNEBO, GARDWEL |
| 5     | E            | 148.5     | 434   | 503   | GODREJ, GUNNEBO, GARDWEL |
| 6     | H1           | 318       | 216.5 | 503   | GODREJ, GUNNEBO, GARDWEL |
| 7     | F            | 265.5     | 360   | 503   | GODREJ, GUNNEBO, GARDWEL |
| 8     | G            | 179       | 542.5 | 503   | GODREJ, GUNNEBO, GARDWEL |
| 9     | H            | 318       | 434   | 503   | GODREJ, GUNNEBO, GARDWEL |
| 10    | K            | 395       | 542.5 | 503   | GODREJ, GUNNEBO, GARDWEL |
| 11    | L            | 395       | 542.5 | 503   | GODREJ, GUNNEBO          |

ANNEXURE -V

LETTER FOR REVISION OF RENTAL CHARGES OF LOCKER

Date : \_\_\_\_\_

Shri / Smt. \_\_\_\_\_

Subject : Intimation of revision of rental charges of locker.

Reference: Your Locker No. \_\_\_\_\_ at \_\_\_\_\_ Branch

Respected Sir/ Madam,

This is to inform you that rental charges of the Locker has been revised from Rs. \_\_\_\_\_ to Rs. \_\_\_\_\_ with effect from \_\_\_\_\_ as Bank's internal Policy.

You are, therefore, requested to take a note of this and arrange for remittance accordingly. Other terms and conditions of the Memorandum of Letting of Locker executed by you for the above purpose remain unchanged.

Assuring you of our best service at all time.

Thanking You ,

For NKGSB Co-operative Bank Limited

Authorized Signatory

Address: N.K.G.S.B. Co-operative Bank Limited, \_\_\_\_\_ Branch,

\_\_\_\_\_

Contact: \_\_\_\_\_



BRANCH: \_\_\_\_\_

ANNEXURE -VI

APPLICATION FORM

|  |              |               |
|--|--------------|---------------|
| NAME OF LESSEE/S:  |              |               |
| BUSINESS OR PROFESSION :   |              | PHONE NO:     |
| ACCESS TO : <input type="checkbox"/> EITHER OF US OR SURVIVOR <input type="checkbox"/> EITHER OF US OR SURVIVOR  |              |               |
| <input type="checkbox"/> ANY OF US OR SURVIVOR/S <input type="checkbox"/> _____  |              |               |
| KEY NO :   | LOCKER TYPE: | DATE OF HIRE: |
| Recived from NKGSB Co operative Bank Ltd. _____ Branch, a vacant possession of Locker No. _____ in their Safe Deposit Vault together with the Key No. _____ thereof. The said locker has been leased to the undersigned subject to the Rules and Regulation of the Bank in general ald also sunject to the conditions endorsed on the Memorandum of Letting of the locker to all of which the undersigned expressly agree/s. |              |               |

| LESSEE FULL NAME/S (IN BLOCK LETTERS) | SIGNATURE/S |
|---------------------------------------|-------------|
| 1.                                    |             |
| 2.                                    |             |
| 3.                                    |             |

Introducer's Particulars

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ACCOUNT NO. / MEMBERSHIP NO. \_\_\_\_\_

BRANCH: \_\_\_\_\_

I certify that I know Mr./Mrs./Miss \_\_\_\_\_ Since past \_\_\_\_\_ months /years and confirm his/her occupation and address as stated in this application.

DATE: \_\_\_\_\_

Introducer/s Signature

\_\_\_\_\_

---

**FOR OFFICER USE**

Introducer's Signature Verified and found correct.

DATE: \_\_\_\_\_

Signature of Authorised Officer

**NOMINATION**

I/We hereby nominate the following person(s), to whom in the event of the death of one or more of us, NKGSB Co-operative Bank Limited, may give access to the Locker and liberty to remove the contents of the Locker, Jointly with the survivors of us.

| NAME & ADDRESS OF NOMINEE | AGE | RELATION | NOTED L.F.NO |
|---------------------------|-----|----------|--------------|
|                           |     |          |              |

| Signature, Name & Address of Witnesses | Signature of Lessee(s) |
|--|------------------------|
| 1.                                     |                        |
| 2.                                     |                        |
| 3.                                     |                        |

**For OFFICE USE**

\* Applicant & Introducers have signed in my presence and Locker No \_\_\_\_\_ allotted with Key No. \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Officer / Manager

**RENT RECORD**

ANNUAL RENT : Rs. \_\_\_\_\_

|  |
|--|
| <p>SPECIAL INSTRUCTIONS</p> <p><b>Rental may be recovered by debiting my/our S.B / Current Account No. _____</b></p> <p>_____</p> <p>Signature</p> |
|--|

**RELEASE**

Contents of Locker No. \_\_\_\_\_ in the NKGSB Co-Operative Bank Ltd. Safe Deposit Vault surrendered to the Bank as I / we do not wish to continue the lease hereafter. Bank now stands entirely released of all liabilities in respect to the above said locker under the lease Signature:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Date : \_\_\_\_\_

**RENTAL DUE**

LOCKER NO : \_\_\_\_\_

|     |     |     |     |     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

**NKGSB CO OPERATIVE BANK LTD**

BRANCH: \_\_\_\_\_

**ANNEXURE -VII**

**MEMORANDUM OF LETTING LOCKER**

THIS LOCKER AGREEMENT is made and entered into at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN The NKGSB Co-Operative Bank Limited, the Bank registered under the provisions of Multi-state Co-Operative Societies Act 2002 and having its registered office at "Laxmi Sadan", 361, V P road, Girgaon, Mumbai 400 004 and amongst its various branches, the Branch at \_\_\_\_\_ herein after referred to as the "**Bank**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) on **FIRST PART AND**

1. Mr/Mrs/Smt/Kum/Ms/M/s \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

2. Mr/Mrs/Smt/Kum/Ms/M/s \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

3. Mr/Mrs/Smt/Kum/Ms/M/s \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

4. Mr/Mrs/Smt/Kum/Ms/M/s \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as “**Customer**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) on **SECOND PART**

**AT THE PLACE AND ON THE DATE AS STATED IN THE SCHEDULE HERETO (THE “AGREEMENT”).**

The expression “The Bank” shall include its successors, administrator and assigns and the expression “The Customer” shall include, when the Customer is:

(a) One or more individuals : Individuals, his/ her/ their heirs(s), executor(s), administrator(s) and legal representative(s);

(b) A proprietorship firm : The proprietor and his/ her heirs(s), executor(s), administrator(s) and legal representative(s);

(c) A partnership firm : Such firm and its successor, such firm’s partners, the survivor or survivors among them and the heir(s), executor(s), administrator(s), legal representative(s) of each one of them;

(d) A Hindu Undivided Family (HUF) : HUF, its members and their survivor(s), legal heir(s), executor(s), administrator(s) and legal representative(s);

(e) A limited company : such company and it’s successors.

(The Bank and the Customer are each referred to as a “**Party**” and collectively as “**Parties**”)

**WHEREAS:**

(A) The Customer being desirous to avail of safe deposit locker facility, has approached the Bank for such facility;



- (B) The Bank is agreeable to provide to the Customer the safe deposit locker facility subject to certain terms and conditions; and
- (C) The Parties have decided to enter into this Agreement to set out the understanding between them in this regard.

**IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. LOCKER LICENCE**

- 1.1 The Bank as a licensor hereby grants the Customer as a licensee, the license to use the safe deposit locker, the details of which are more particularly described in the Schedule to this Agreement, (hereinafter referred to as the “Locker”), subject to the terms and conditions as set out under this Agreement.
- 1.2 The Customer hereby accepts the license granted in terms hereof for fee as specified in the Schedule by way of rent (the “Rent”).
- 1.3 The license to use the Locker hereby granted is:
  - 1.3.1 Personal and for the Customer’s own use and not for the use of any person other than the Customer;
  - 1.3.2 Non- transferable;
  - 1.3.3 Only for legitimate purposes such as storing of valuables like jewelry and documents but not for storing any cash or currency;
  - 1.3.4 Not for storing :
    - 1.3.4.1 arms, weapons, explosives, drugs and/ or any contraband material; and/ or
    - 1.3.4.2 any perishable material and/ or radioactive material and/ or any illegal substance; and/or
    - 1.3.4.3 any material which can create any hazard or nuisance to the Bank or to any of its customers.
- 1.4 The Customer shall have no right or property on the Locker other than the right to access and use the Locker in accordance with the terms and conditions specified under this Agreement.
- 1.5 The Customer shall be allowed to operate the Locker:
  - 1.5.1 On a working day of the Bank during the specific time notified from time to time by the Bank for locker operation and in absence of such notification, during the

business hours of the Bank. However, in the event of the Bank is not being able to operate for any reason beyond its control such as flood, riot, curfew, lockout etc., the Bank shall not have any obligation to allow operation of Locker;

1.5.2 After the Customer enters the required details of such operation in the Bank's records in the form and manner as stipulated by the Bank; and

1.5.3 After the Customer provides identity proof, if so demanded by the Bank.

## **1 A. CUSTOMER'S RIGHTS**

- (a) The Customer shall have, subject to terms of this agreement, a right to use the Locker for keeping belongings and expect reasonable care by the Bank for protecting such belongings and in case of the Bank's failure to do so, avail of such remedies as may be available from time to time under the applicable law and regulations.
- (b) The Bank acknowledges the Customer's rights as may prevail from time to time under the applicable law and regulations.

## **2. CUSTOMER'S UNDERTAKINGS AND OBLIGATIONS**

The Customer shall:

- 2.1 Use the Locker only for the purpose for which it is provided and in accordance with applicable law and regulations;
- 2.2 Operate the Locker only using the key, password or any other identification mechanism provided by the Bank and not otherwise;
- 2.3 Keep the key, password or any other identification mechanism provided by the Bank to open the Locker in a place of safety, not share the same with any other person and not allow the same to fall into hands of any other person, so as to save from unauthorized use of the Locker;
- 2.4 Abide by rules and regulations for locker operations as the Bank may adopt from time to time;
- 2.5 Not to temper with or make a copy of key or any other identification mechanism provided by the Bank for operation of the Locker;
- 2.6 Inform the Bank forthwith in case of loss of the key, password or any other identification mechanism provided by the Bank for the operation of the Locker;

- 2.7 Return forthwith to the Bank in case of finding the key, password or any other identification mechanism provided by the Bank for the operation of the Locker, earlier having been reported to the Bank as lost;
- 2.8 Pay to the Bank immediately the Rent when due and bear all costs incurred by the Bank for -
- (i) Changing the lock and repairs to the Locker on the Customer's reporting of loss of key provided by the Bank; and
  - (ii) Breaking open of the Locker in terms of this Agreement
  - (iii) The stamp duty on the Locker Agreement shall be borne by the hirer/s.
- 2.9 Inform the Bank forthwith in case of the change of address of the Customer providing new address and contact details including phone number, email id, mobile number etc.
- 2.10 The Hirer/s hereby undertakes and covenants that, they shall not duplicate the locker key provided by the Bank for locker operation for any reason and under any circumstances whatsoever. In the event of any duplication of key, the hirer/s shall be solely held responsible for any cost and consequences thereof and the Hirer/s shall not be entitled to claim any compensation, damages, loss under any nomenclature from the Bank under any circumstances.

### **3. BANK'S RIGHTS**

#### **3.1 The Bank shall have a right to:**

- a) Recover the Rent and any other cost incurred by the Bank in relation to the Locker by debiting the Customer's account, in the event the same is not paid by the Customer, when due;
- b) Refuse access to the Locker-
  - i. In case the due rent of the Locker remains unpaid; and /or
  - ii. Customer fails to provide proof of identity when demanded by the Bank, at the time of seeking access to the Locker.
- c) The hirer shall give at least one week prior notice to the Bank. In case he/she wishes to surrender the locker. The hirer shall remove all her/his belongings stored in the locker and handover the keys to the Bank official.
- d) The Bank shall be entitled to revise rent after displaying notice of its intentions to do so on its Notice Board at least 10 days in advance and thereafter the revised rent shall apply. The hirers shall give standing instructions to the Branch for payment of the rent by debiting the Hirer/s saving / current account with the Branch.

- e) The Bank also reserves the right to terminate the hiring arrangement by giving one month notice in writing to the hirer without assigning any reason therefore.
- f) The Bank shall be entitled to ask for Locker Deposit from the hirer. The said deposit shall carry interest as may be prescribed by the Bank. Such Deposit shall be kept exclusively under term deposit product - Locker Deposit (LODP) the period of which will be of 36 months after completion of which the receipt will be renewed again automatically for the same period under the same product by adding interest in principal amount. The said deposit receipt shall be pledged with the Bank and the same shall be lien marked, as per the RBI Policy. The acknowledgement copy of said FDR Receipt will be given to Locker hirer on demand. The Bank shall have the right to appropriate the deposit amount and interest thereon against the arrears of locker rent, locker operation charges and/or other moneys due, if any.
- g) The amount of Locker Deposit shall include locker rent of 3 years and Locker break-open cost which will consist of actual charges to be paid for break open, cost of correspondence/communication with customer, advertisement to be given in local newspaper, video shooting, change of lock/lever and preparing new keys after break open and Bank's service charges.
- h) If locker rent is collected in advance, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer.
- i) If the rent is not paid within 30 days from the due date then penalty at the rate of Rs. 100 plus GST per month shall be applicable.

Bank is also guided by the provisions of Sections 45 ZC to 45 ZF of the Banking Regulation Act, 1949 and the Multi State Co-operative Societies Act, 2002 and the relevant provisions of Indian Contract Act and Indian Succession Act.

### **3.1 Termination of License**

- 3.2.1 The Bank shall have, in the event of the Customer's breach or default under this Agreement and/ or the Bank being of the view that the Customer is not co-operating and/or complying with the terms and conditions of this Agreement, a right to terminate this Agreement and the license granted hereunder, after issuing to the Customer a prior written notice of not less than 3 (three) months by registered post or speed post and/or also by an email where email id of the Customer is available; and/or SMS and/or WhatsApp where the mobile phone number of the Customer is available ("**Termination Notice**").
- 3.2.2 Upon receipt of the Termination Notice, the Licensor shall forthwith and before the end of the notice period stipulated under the Termination Notice vacate and surrender the Locker and handover the keys, password or any other identification mechanism and documents provided by the Bank for opening of the Locker, to the Bank.

### 3.3 Breaking open of the Locker and dealing with its contents

- 3.3.1 The Bank shall have a right to break open the Locker and deal with its contents in accordance with the provisions under this Agreement, the Bank's internal policy (ies) and procedure(s) and the applicable laws and regulations, in case of any one or more of the following events-
- In the event Termination Notice in accordance with Clause 3.2.1 hereof is served to the Customer and the Customer does not surrender and vacate the Locker after the end of the notice period stipulated under the Termination Notice;
  - The Rent remains unpaid for 3 (three) consecutive years; and
  - In case the locker remains un-operated for more than one year, Bank will have the right to ask the reasons why he / she did not operate the locker. Locker Hirer has to inform Bank in writing the reason for the same. This exercise shall be carried out even if the locker hirer is paying the rent regularly. In case the locker remains un-operated for more than one year, the Bank shall have the right to cancel the allotment of the locker and open the locker, even if the rent is paid regularly.
  - In case of attachment and recovery of the contents in a locker of a customer or the articles left outside by a customer in the safe custody of the Bank by any Authority acting either under the orders of a Court or any other competent authority vested with the power to pass such orders, the Bank shall co-operate in execution and implementation of the orders.
- 3.3.2 Before exercising the right to break open the Locker, the Bank shall send to the Customer a notice (in addition to the Termination Notice under Clause 3.2.1 above) in writing of not less than 3 (three) months by registered post/ speed post (and/or also by (i) email where email id of the Customer is available; and/or (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) of the Bank's proposed action of breaking open of the Locker ("**Break Open Notice**").
- 3.3.3 Notwithstanding, anything contained under this Agreement the Bank shall take all possible efforts to contact the Customer by sending messages on mobile phone of the Customer, sending a personal messenger to the Customer's address, making phone calls on the Customer's land line/ mobile phone etc. before breaking open of the Locker.
- 3.3.4 In case the Termination Notice and the Breaking Open Notice as foresaid sent by the Bank is returned undelivered or the Customer is not found to be traceable despite the Bank having taken reasonable efforts including those stated under Clause 3.3.2 and 3.3.3 above, the Bank shall, before breaking open the Locker, issue a public notice of not less than 3 (three) months about the Bank's intention to break open the Locker, in minimum 2 (two) newspapers (one in English and another in local language) in the same location where the Customer resides as evidenced by the Customer's address as stated in the Agreement or as further communicated by the Customer to the Bank.
- 3.3.5 The breaking open of Locker would be done in the presence of a committee consisting of 1 (one) officer of the Bank and 2 (two) independent persons acting as witnesses. In the event

of electronically operated Locker (including Smart Vaults), the use of 'Vault Administrator' password for opening of locker shall be assigned to a senior official and complete audit trail of access shall be preserved.

- 3.3.6 Upon breaking open of the Locker, having followed the procedure as set out above, the Bank shall prepare inventory of the contents of the Locker and get valuation of the contents done by the Bank's approved Value and the contents of the Locker shall be kept in sealed envelope along with detailed inventory inside a fireproof safe in a tamper-proof way.
- 3.3.7 In addition to the above, the Bank shall also record a video of the break open process together with inventory assessment and safe keep and preserve the same so as to provide evidence in case of any dispute or court case in future.
- 3.3.8 Furthermore, the Bank shall also ensure that the details of breaking open of locker is documented in the Bank's Core Banking System (CBS) or any other computerized system compliant with the Cyber Security Framework issued by RBI from time to time, apart from locker register.
- 3.3.9 The Bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner as the case may be. The Bank shall be at liberty to dispose of the articles left unclaimed for a reasonably long period of time not less than of 3(three) years.

Disposal of the articles of the Locker as recorded in the inventory prepared in the manner as stated in the paragraphs above, shall be done either by sale in public auction and the sale proceeds shall be applied first towards the Customer's dues to the Bank (including outstanding Rent, breaking open charges and any other dues) and balance be refunded to the Customer or held for the disposal at the order of the Customer.

- 3.3.10 If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir.
- 3.3.11 Bank shall send an email and SMS alert to the registered email ID and mobile number of the customer before the end of the day as a positive confirmation intimating the date and time of the locker operation. If the customer has changed his registered mobile No or residential address, then the customer is bound to provide the new mobile no or the new address, to the Bank to update the record accordingly. Non-compliance or failure on part of customer to update contact details will nullify his rights to claim for any damages, if any, which may arise out of action or absence of action by the Bank.
- 3.3.12 All repairs necessary to be done to the Vault, lock or key, shall be done exclusively by workmen to be nominated by the Bank.
- 3.3.13 Before sale of the contents of the Locker by conducting public auction, a notice of not less than 3 (three) months in writing by registered post/ speed post (and also by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone

number of the Customer is available) shall be issued by the Bank to the Customer about the intention of the Bank to auction the contents of the locker for recovery of the dues to the Bank. The said notice (“**Auction Notice**”) shall contain the date, time and place of auction and a copy of the inventory of the contents of the Locker made in terms hereof.

#### **4. THE BANK’S DISCHARGE FROM OBLIGATIONS AND LIABILITY**

- 4.1 The Bank shall not be liable in any case, for deterioration or any damage or loss of contents of the Locker whether caused by rain, flood, earthquake, lightning, civil disturbance or commotion, riot or war or in the event of any terrorist attack or by any other similar cause(s) or any act that is attributable to the sole fault or negligence of the customer.
- 4.2 Bank shall take all steps for the safety and security of the premises in which the safe deposit vaults are housed to ensure that incidents like fire, theft/ burglary/ robbery, dacoity, building collapse do not occur in the bank’s premises due to its own shortcomings, negligence and by any act of omission/commission. In instances where loss of contents of locker are due to incidents mentioned here in this clause or attributable to fraud committed by its employee(s), the Bank’s liability towards their customers for loss of contents of the locker shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.
- 4.3 The Bank shall not be liable for any damage/ loss of contents of the Locker arising from any act that is attributable to the fault or negligence of the Customer whatsoever.
- 4.4 The Bank shall be discharged of its obligations and shall not be liable for any cost, loss or liability incurred by the Customer (including for any damage and/or loss of contents of Locker) in the event the Locker is broken open and its contents dealt with in keeping with the provisions of this Agreement.
- 4.5 Regardless of the above, the Bank’s liability on the Locker shall always be subject to limitation under the applicable law and regulation.
- 4.6 The contents of the Locker shall in no manner be considered insured by the Bank, and the Bank shall not have any liability to insure the contents of the locker against any risk whatsoever.
- 4.7 The access to the Vault shall be provided to the hirer and in case of joint hirers, to all of them together or to such any one or more of them as they may indicate by special instructions to be given in writing from all of them from time to time. Access can also be allowed to a duly appointed agent of a hirer or of joint hirers provided that the authority can be revoked by all of them at any time. In the case of death of a sole hirer, only his / her legal representatives (meaning there by the executor or administrator of the deceased) will be permitted access on production of the Court's order or grant.
- 4.8 If the **sole locker hirer** nominates an individual to receive the contents in the locker, in case of his death, after verification of the death certificate and satisfying the identity and genuineness of such individual approached, the Bank shall give access of the locker to such

nominee with liberty to remove the contents of the locker, after an inventory was taken in the prescribed manner.

- 4.9 In case the **locker was hired jointly with the instructions to operate it under joint signatures**, and the locker hirer(s) nominates any other individual(s), in the event of death of any of the locker hirers, the Bank shall give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s) after an inventory was taken in the prescribed manner.
- 4.10 In case the **locker was hired jointly with survivorship clause** and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the Bank shall follow the mandate in the event of death of one or more of the joint locker-hirers.
- 4.11 Bank shall settle the claims in respect of deceased locker hirers and shall release contents of the locker to survivor(s) / nominee(s), in subject to the production of proof of death of the depositor and suitable identification of the claimant(s) with reference to nomination, to the Bank's satisfaction.
- 4.12 In case of the death of any one of the joint hirers, the survivors or survivor of them, if previously authorized by the deceased, shall be entitled to have access to the Vault; otherwise the consent or authority of the executor or administrator of the deceased will be required before access can be had by the survivors or survivor of such joint hirers.
- 4.13 The Bank shall be entitled to refuse access to the hirer to the vault in the event of the Bank receiving any order from any court or Government authority to that effect.

## 5. LAW AND JURISDICTION

This Agreement is made subject to Indian law and all matters arising out of it shall be subject to the jurisdiction of courts at the place where the Bank is situated or in the jurisdiction of which the Bank falls.



ANNEXURE -VIII

LETTER OF STANDING INSTRUCTIONS

Date:\_\_\_\_\_

To,  
The Manager,  
NKGSB CO-OP BANK LTD,\_\_\_\_\_Branch.

Dear Sir / Madam,

I / We hereby authorize you to debit my / our Savings/Current Bank account No. \_\_\_\_\_ with your \_\_\_\_\_ branch towards annual rental fees for hiring safe deposit locker at \_\_\_\_\_ Branch amounting to Rs. \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_.

I/We acknowledge that on account of revision in the rentals from time to time, the said locker rent amount may vary, and hereby unconditionally and irrevocably authorize NKGSB Co-operative Bank Ltd., to raise debits of such amounts.

I / We understand that NKGSB Co-operative Bank Ltd., shall in no way be responsible for non-execution of Standing Instruction either on account of incomplete or inaccurate information or non availability of sufficient funds in my / our account or for any other reason beyond its control.

Sincerely Yours,

Customer Name and Signature



BRANCH: \_\_\_\_\_

ANNEXURE -IX

**FORM SL1**

[Vide Para 1.5.2 (i) (a)]

**Nomination** under section 45ZE of the Banking Regulation Act, 1949, and the Rule 4(1) of the Banking Companies (Nomination) Rules, 1985, by **Sole Hirer in respect of Safety Lockers**

I, \_\_\_\_\_  
 \_\_\_\_\_

(Name and address)

\_\_\_\_\_ nominate the following person to whom in the event of my/minor's death

\_\_\_\_\_ (name and address of branch/ office in which the locker is situated) may give access to the locker and liberty to remove the contents of locker, particulars hereof are given below.

| Locker         |            |                            | Nominee                     |                                 |     |                                    |
|----------------|------------|----------------------------|-----------------------------|---------------------------------|-----|------------------------------------|
| Type of Locker | Locker No. | Additional if Details, any | Name, Address & Contact No. | Relationship with Hirer, if any | Age | Nominee's date of birth (if minor) |
|                |            |                            |                             |                                 |     |                                    |

Guardian details (if nominee is a minor) : (Name and Address)

\_\_\_\_\_  
 \_\_\_\_\_

---

Place:

Date:

Signature/Thumb

impression of hirer\*

Name(s) Signature(s) and Address (es) of witness (es)@

---

\* Where the locker is hired solely in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor

@ Thumb impression(s) shall be attested by two witnesses

----- Tear here -----

**ACKNOWLEDGEMENT - SL1**

We acknowledge receipt of nomination made by you in favour of

---

(Name & Address of nominee)

\_\_\_\_\_, age \_\_\_\_ years, in respect of the  
Locker no. \_\_\_\_\_ hired by you.

Yours faithfully,

Date:

Signature of Bank official with seal



BRANCH: \_\_\_\_\_

ANNEXURE -X

**FORM SL1A**

[Vide Para 1.5.2 (i) (a)]

**Nomination** under section 45ZE of the Banking Regulation Act, 1949, and the Rule 4(2) of the Banking Companies (Nomination) Rules, 1985, by **Joint Hirers in respect of Safety Lockers**

We, \_\_\_\_\_  
 \_\_\_\_\_ (Name and address) nominate the following person  
 to whom in the event of death of one or more of us

\_\_\_\_\_

(Name and address)

(name and address of branch/office in which the locker is situated)

may give access to the locker and liberty to remove the contents of locker, particulars hereof are given below, jointly with the survivor(s) of us.

| Locker         |            |                            | Nominee                     |                                 |     |                                    |
|----------------|------------|----------------------------|-----------------------------|---------------------------------|-----|------------------------------------|
| Type of Locker | Locker No. | Additional if Details, any | Name, Address & Contact No. | Relationship with Hirer, if any | Age | Nominee's date of birth (if minor) |
|                |            |                            |                             |                                 |     |                                    |

Guardian details (if nominee is a minor) : (Name and Address)

---

---

---

Place:

Date:

Signature/Thumb impression of hirers\*

Name(s) Signature(s) and Address (es) of witness (es)@

---

\* Where the locker is hired solely in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor

@ Thumb impression(s) shall be attested by two witnesses

----- Tear here -----

**ACKNOWLEDGEMENT - SL1A**

We acknowledge receipt of nomination made by you in favour of (Name & Address of nominee)

---

\_\_\_\_\_, age \_\_\_\_ years,  
in respect of the Locker no. \_\_\_\_ hired by you.

Yours faithfully,

Date:

Signature of Bank official with seal



BRANCH: \_\_\_\_\_

ANNEXURE -XI

**FORM SL2**

[Vide Para 1.5.2 (ii) (a)]

**Cancellation of nomination** under section 45ZE of the Banking Regulation Act, 1949, and the Rule 4(5) of the Banking Companies (Nomination) Rules, 1985, **in respect of Safety Lockers**

I / We, \_\_\_\_\_  
(Name and address)

\_\_\_\_\_ hereby cancel the nomination made by me / us in favour of

\_\_\_\_\_  
(Name and address of the nominee)

In respect of the safety locker, the particulars hereof are given below,

| Locker         |            |                            | Nominee                     |                                 |     |                                    |
|----------------|------------|----------------------------|-----------------------------|---------------------------------|-----|------------------------------------|
| Type of Locker | Locker No. | Additional if Details, any | Name, Address & Contact No. | Relationship with Hirer, if any | Age | Nominee's date of birth (if minor) |
|                |            |                            |                             |                                 |     |                                    |

Guardian details (if nominee is a minor) (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place:

Date:

Signature/Thumb

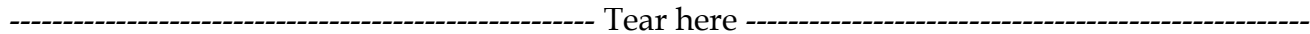
impression of hirers\*

Name(s) Signature(s) and Address (es) of witness (es)@



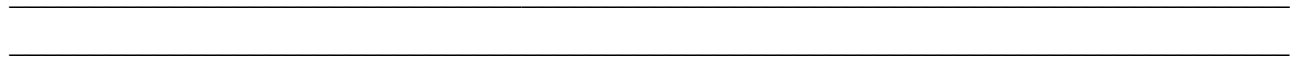
\* Where the locker is hired solely in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor

@ Thumb impression(s) shall be attested by two witnesses



**ACKNOWLEDGEMENT - SL2**

We acknowledge receipt of cancellation of nomination made by you in favour of (Name Address of nominee) \_\_\_\_\_



age \_\_\_\_ years, in respect of the Locker no. \_\_\_\_ hired by you.

Yours faithfully,

Date:

Signature of Bank official with seal



BRANCH: \_\_\_\_\_

ANNEXURE -XII

**FORM SL3**

[Vide Para 1.5.2 (iii) (a)]

**Variation of Nomination** under section 45ZE of the Banking Regulation Act, 1949, and the Rule 4(6) of the Banking Companies (Nomination) Rules, 1985, by **Sole Hirer in respect of Safety Lockers**

I,

\_\_\_\_\_ (Name and address) cancel the nomination made by me in favour of \_\_\_\_\_

\_\_\_\_\_ (Name and address of the nominee) and hereby nominate the following person to whom in the event of my/minor's death, give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below.

\_\_\_\_\_  
 \_\_\_\_\_  
 (Name and address of branch/office in which the locker is situated)

| Locker         |            |                            | Nominee-New                 |                                 |     |                                    |
|----------------|------------|----------------------------|-----------------------------|---------------------------------|-----|------------------------------------|
| Type of Locker | Locker No. | Additional Details, if any | Name, Address & Contact No. | Relationship with Hirer, if any | Age | Nominee's date of birth (if minor) |
|                |            |                            |                             |                                 |     |                                    |



Guardian details (if nominee is a minor) (Name and Address)

---

---

Place:

Date:

Signature/Thumb

impression of hirers\*

Name(s) Signature(s) and Address (es) of witness (es)@

---

\* Where the locker is hired solely in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor

@ Thumb impression(s) shall be attested by two witnesses

----- Tear here -----

**ACKNOWLEDGEMENT - SL3**

We acknowledge receipt of variation of nomination made by you in favour of (Name & Address of NEW nominee) \_\_\_\_\_

---

\_\_\_\_\_, age \_\_\_\_ years, in respect of the Locker no. \_\_\_\_\_ hired by you.

Yours faithfully,

Date:

Signature of Bank official with seal



BRANCH: \_\_\_\_\_

ANNEXURE -XIII

**FORM SL3A**

[Vide Para 1.5.2 (iii) (a)]

**Variation of Nomination** under section 45ZE of the Banking Regulation Act, 1949, and the Rule 4(7) of the Banking Companies (Nomination) Rules, 1985, by **Joint Hirer(s) in respect of Safety Lockers**

I, \_\_\_\_\_ (Name and address) cancel the nomination made by us in favour of \_\_\_\_\_

\_\_\_\_\_  
 (Name(s) and address(es) of the nominee(s))

and hereby nominate the following person(s) to whom in the event of death of one or more of us,

\_\_\_\_\_ may give access

(Name and address of branch/ office in which the locker is situated)

may give access to the locker and liberty to remove the contents of locker, particulars whereof are given below, jointly with the survivor(s) of us.

| Locker         |            |                            | Nominee(s)-New              |                                 |     |                                    |
|----------------|------------|----------------------------|-----------------------------|---------------------------------|-----|------------------------------------|
| Type of Locker | Locker No. | Additional if Details, any | Name, Address & Contact No. | Relationship with Hirer, if any | Age | Nominee's date of birth (if minor) |
|                |            |                            |                             |                                 |     |                                    |

Guardian details (if nominee is a minor)

\_\_\_\_\_  
 (Name and Address)

Place:

Date:

Signature/Thumb impression of

hirers\*

Name(s) Signature(s) and Address (es) of witness (es)@

---

@ Thumb impression(s) shall be attested by two witnesses

----- Tear here -----

**ACKNOWLEDGEMENT - SL3A**

We acknowledge receipt of variation of nomination made by you in favour of (Name & Address of NEW nominee) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, age \_\_\_\_ years, in respect of the Locker no. \_\_\_\_\_ hired by you.

Yours faithfully,

Date:  
seal

Signature of Bank official with

ANNEXURE -XIV

LETTER OF DISCHARGE

Date : \_\_\_\_\_

To

The Branch Manager

NKGSB CO-OP. Bank Ltd.

\_\_\_\_\_ Branch

Subject : Locker No. \_\_\_\_\_ Key No. \_\_\_\_\_

Sir / Madam,

I/We have been maintaining Locker Account No. \_\_\_\_\_ in the name of \_\_\_\_\_ (account holder name/s) in your bank. However I/we had lost the key of the above locker which was duly intimated to you vide my/our letter dated \_\_\_\_\_ wherein I / we have also requested to break open the aforesaid locker.

Subsequently, as per the usual procedure of the Bank, the locker was broken open as per my / our request in my / our presence on \_\_\_\_\_ (date). In accordance with the same I / We hereby declare and acknowledge that I / We have received all the articles and valuables kept by me / us in the locker.

I/We further declare that no claim lies against the Bank in respect of the contents of the above locker. And Bank is free from all risk, cost, liabilities and any consequences thereof in respect of this matter.

Thanking You,

Yours faithfully,

Signature of the Hirer/s

Name of the Hirer/s

ANNEXURE -XV

LETTER FOR DEFAULT OF RENTALS- REMINDER I

To,  
(Name)  
(Address)

Date- \_\_\_\_\_

Dear Sir/Madam,

Reg: Your locker no. \_\_\_\_\_, hired on \_\_\_\_\_ (Date).

You are requested to remit \_\_\_\_\_ (Amount) being the rent due from \_\_\_\_\_ (Date) to \_\_\_\_\_ (Date).

Please note that you may be put to inconvenience, if refused access to the locker on account of arrears of the rent.

Thanking you

Yours faithfully,

Branch Manager

ANNEXURE -XVI

REMINDER II / III

To,  
(Name)  
(Address)

Date- \_\_\_\_\_

Dear Sir/Madam,

Reg: Your locker no. \_\_\_\_\_, hired on \_\_\_\_\_ (Date).

Please refer to our letter no. \_\_\_\_\_ dated \_\_\_\_\_ which seems to have escaped your attention.

You are requested to remit \_\_\_\_\_ (Amount) being the rent due from \_\_\_\_\_ (Date) to \_\_\_\_\_ (Date). We may invite your attention to rule no. \_\_\_ of the terms and conditions of the contract, in this respect.

Please note that you may be put to inconvenience, if refused access to the locker on account of arrears of the rent.

Thanking you

Yours faithfully,

Branch Manager

NKGSB CO OPERATIVE BANK LTD

BRANCH: \_\_\_\_\_

ANNEXURE -XVII

FINAL DEMAND NOTICE LETTER

To,

Date- \_\_\_\_\_

(Name)

(Address)

Dear Sir / Madam,

Reg : Locker no \_\_\_\_\_ held by you.

We refer to our earlier letters dated \_\_\_\_\_ and dated  
\_\_\_\_\_ in respect of \_\_\_\_\_ .

We now finally, request you that the outstanding balance be paid in full within ten (10) days upon receipt of this notice. Please be advised that according to the rental agreement dated \_\_\_\_\_

As per the Safe Deposit Locker Agreement the bank has right to terminate the contract of lease in the case of Lessee fail to pay the rent for three years in a row even after informing the same repeatedly by lessor (Bank) and the Lessee shall only have a maximum of five (5) days to vacate and clear out the leased premises. Failure to pay the outstanding balance could result in court action and/or bank will break open the Locker landlord invoking any other rights and/or remedies available at law or in equity. You may become liable for legal costs for any such actions taken against you.

This letter should be considered the final demand to remedy this situation. If you would like to discuss this matter, please contact me urgently. Thank you for your cooperation in this matter.

Thanking You,

For NKGSB Co-operative Bank Limited  
Authorized Signatory / Branch Manager

ANNEXURE -XVIII

*FORMAT OF LETTER FOR BREAK OPENING OF LOCKER / LOSS OF KEY*

To,      Date- \_\_\_\_\_  
The Manager,  
NKGSB CO-OP. Bank Ltd.  
\_\_\_\_\_ Branch

Sir,

Sub: Request to break open the locker / loss of key

I / We, Mr. / Ms. \_\_\_\_\_ (Your Name), hold a safe deposit locker bearing number \_\_\_\_\_ with your Branch.

I would like to bring to your kind notice that the keys to the locker have been misplaced / lost. I / We would further request you to kindly break open the safe deposit locker on account of \_\_\_\_\_, for which I / We agree and abide to carry out all the expenses, at my / our costs, to that effect and if it will found in future, I / We, will handed over to the bank

Thanking you,

Signature of the Hirer/s

Name of the Hirer/s





**NKGSB Bank**  
**NKGSB Co-op. Bank Ltd.**  
 (Multi-State Scheduled Bank)

BRANCH:\_\_\_\_\_

ANNEXURE -XIX

*REPORT OF LOCKER BROKEN OPEN*

Date-\_\_\_\_\_The specimen of the “Report of the Locker broken open” is as follows:

Locker number .....relating to hirer Shri/Smt. ....was broken open this..... day of .....20 , in the presence of Manager..... NKGSB Co-operative Bank Ltd., ..... Branch, Shri..... Senior Officer from H.O. and Shri..... & Shri..... Customers of the Bank.

There were no contents / an inventory of contents / An inventory of contents found in the Locker is given below: i.ii.iii.

(Signature of the Branch Manager)

(Signature of HO Officer)

Witness (i)

Witness (ii)

Note : This report should be prepared in Duplicate, a copy of which should be sent to HO and the second copy should be kept in the Branch inside the safe under double lock. The report should be copied / pasted in “Register of Lockers Broken Open.”

ANNEXURE -XX

LETTER OF DISCHARGE WHEN LOCKER IS BROKEN OPEN

Date : \_\_\_\_\_

To

The Branch Manager

NKGSB CO-OP. Bank Ltd.

\_\_\_\_\_ Branch

Subject : Locker No. \_\_\_\_\_ Key No. \_\_\_\_\_

Reference:

Sir / Madam,

I/We have been maintaining Locker Account No. \_\_\_\_\_ in the name of \_\_\_\_\_ (account holder name/s) in your bank. However I/we had lost the key of the above locker which was duly intimated to you vide my/our letter dated \_\_\_\_\_ wherein I / we have also requested to break open the aforesaid locker.

Subsequently, as per the usual procedure of the Bank, the locker was broken open as per my / our request in my / our presence on \_\_\_\_\_ (date). In accordance with the same I / We hereby declare and acknowledge that I / We have received all the articles and valuables kept by me / us in the locker.

I/We further declare that no claim lies against the Bank in respect of the contents of the above locker. And Bank is free from all risk, cost, liabilities and any consequences thereof in respect of this matter.

Thanking You,

Yours faithfully,

Signature of the Hirer/s

Name of the Hirer/s

ANNEXURE - XXI

LETTER TO INFORM ABOUT LOCKER FOUND EMPTY

Date:

\_\_\_\_\_ To,

Subject: Break Open of the Locker No. \_\_\_\_\_

Reference: Our Notice dated \_\_\_\_\_

Respected Sir/ Madam,

This is to inform you that, as per our reminders and legal Notice dated \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_, we have broke opened your locker no. \_\_\_\_\_ on \_\_\_\_\_ (date), due to \_\_\_\_\_ (reason as mentioned in the notice for break open) as per our earlier communication, and found no articles in the locker no. \_\_\_\_\_ held by you.

We have been forced to terminate the lease as per clause no. \_\_\_\_\_ in the terms and conditions as per the Memorandum of letting. It is hereby brought to your notice that you shall not be entitled to claim any compensation, damages from us for any reason whatsoever and under any nomenclature for break open of this locker.

Please note that, the Bank is discharged from its liability and shall be entitled to deal with the aforesaid Locker at its own discretion, which please note.

Thanking You,

For NKGSB Co-operative Bank Limited  
Authorized Signatory / Branch Manager

ANNEXURE – XXII

LETTER TO INFORM ABOUT CONTENTS IN LOCKER

Date: \_\_\_\_\_

To,

(Name)

(Address)

Subject: Break Open of the Locker No. \_\_\_\_\_

Reference: Our Notice dated \_\_\_\_\_

Respected Sir/ Madam,

This is to inform you that, as per our reminders and legal Notice dated \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_, we have broke opened your locker no. \_\_\_\_\_ on \_\_\_\_\_ (date), due to \_\_\_\_\_ (reason as mentioned in the notice for break open) since there was no response from your side. We found following articles in the locker no. \_\_\_\_\_ held by you after break open.

| Sr. No. | Articles found in Lockers | Description |
|---------|---------------------------|-------------|
|         |                           |             |
|         |                           |             |

You can claim the above mentioned articles only after payment of due locker rent and the cost of break open.

We have been forced to terminate the lease as per clause no.3.2 in the terms and conditions as per the Memorandum of letting. It is hereby brought to your notice that you shall not be entitled to claim any compensation, damages from us for any reason whatsoever and under any nomenclature for break open of this locker.

Please note that, the Bank is discharged from its liability and shall be entitled to deal with the aforesaid Locker at its own discretion, which please note.

Thanking You,

For NKGSB Co-operative Bank Limited

Authorized Signatory / Branch Manager



**NKGSB Bank**  
**NKGSB Co-op. Bank Ltd.**  
 (Multi-State Scheduled Bank)

BRANCH: \_\_\_\_\_

ANNEXURE - XXIII

*FORM OF INVENTORY OF CONTENTS OF SAFETY LOCKER HIRED FROM CO-OPERATIVE BANK {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 \_\_\_\_\_, \_\_\_\_\_ Branch at \_\_\_\_\_.

\* hired by Shri/Smt. \_\_\_\_\_ deceased in his/her sole name.

\* hired by Shri/Smt.(i) \_\_\_\_\_ (deceased)

(ii) \_\_\_\_\_ Jointly

(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, 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:

1.Shri/Smt. \_\_\_\_\_ (Nominee) \_\_\_\_\_

Address \_\_\_\_\_

(Signature) or

1.Shri/Smt. \_\_\_\_\_ (Nominee) \_\_\_\_\_ Address

\_\_\_\_\_ (Signature)

and

Shri/Smt. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(Signature)

Shri/Smt. \_\_\_\_\_  
Address \_\_\_\_\_

(Survivors) \_\_\_\_\_  
(Signature of Joint Hirers)

2. Witness(es) with name, address(es) and signature/s:

\* I, Shri/Smt. \_\_\_\_\_ (Nominee)

\* We, Shri/Smt. \_\_\_\_\_ (Nominee),  
Shri/Smt. \_\_\_\_\_ and Shri/Smt. \_\_\_\_\_ the  
survivors of the joint hirers, hereby acknowledge the receipt of the contents of the safety  
locker comprised in and set out in the above inventory together with a copy of the said  
inventory.

Shri/Smt. \_\_\_\_\_ (Nominee)      Shri/Smt. \_\_\_\_\_ Survivor)  
Signature \_\_\_\_\_      Signature \_\_\_\_\_  
Date & Place \_\_\_\_\_      Date & Place \_\_\_\_\_

(\* Delete whichever is not applicable)

ANNEXURE- XXIV

*FORMAT OF LETTER FOR SURRENDER OF LOCKER*

To,        Date-\_\_\_\_\_

Branch Manager

\_\_\_\_\_ Branch

Reg : Surrender of Locker No. \_\_\_\_\_

I/We hereby certify that I/We have this day withdrawn all the property belonging to me / us, stored in locker number \_\_\_\_\_, key bearing number \_\_\_\_ leased on \_\_\_\_\_, and that the locker and its key are hereby surrendered in token of termination of the lease.

Place:

Date:

(Name & Signature of hirer/s)

ANNEXURE – XXV

NOTICE OF AUCTION

To,

Date- \_\_\_\_\_

(Name)

(Address)

Dear Sir / Madam,

Reg : Locker no \_\_\_\_\_ held by you.

We refer to our earlier reminders and legal Notice dated \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_, regarding break open of your locker no. \_\_\_\_\_ due to \_\_\_\_\_ (reason as mentioned in the notice for break open). Since there was no response from your side, the said locker was broke open on \_\_\_\_\_ (date). Further, refer to our Letter dated \_\_\_\_\_ informing you about the articles found in the said locker after break open. Vide that letter, you were advised to collect those articles by paying locker rent due and break open charges. However there is no response from your side till date and articles are still lying with the bank.

As per the Safe Deposit Locker Agreement clause no 3.3.9, the Bank shall be at liberty to dispose of the articles left unclaimed for a reasonably long period of time not less than of 3(three) years by way of public auction.

We hereby inform you that, Bank will be conducting auction of contents found in your Locker which was broke open on dated \_\_\_\_\_. Further, you are hereby informed that Bank will recover all dues like outstanding Rent, breaking open charges and any other dues from this auction and balance, if any will be refunded to you.

The Details of your contents found in your locker are as follows:

- 1.
- 2.

The auction is taking place at venue \_\_\_\_\_  
\_\_\_\_\_ on dated \_\_\_\_\_ at  
\_\_\_\_\_pm.

This is for your information

Thanking You,

For NKGSB Co-operative Bank Limited  
Authorized Signatory / Branch Manager