

MAHARASHTRA GRAMIN BANK

(A Scheduled Bank established by Govt. of India)

Sponsor Bank: Bank of Maharashtra

Head Office: Plot No.42 in Gut No.33 (Part),
Village Golwadi, Growth Centre,
in Waluj Mahanagar IV of CIDCO,
Aurangabad 431 010.

SAFE DEPOSIT LOCKER FACILITY POLICY

LOCKER/ SAFE CUSTODY POLICY

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PART I: Customer Due Diligence (CDD) for Lockers

1. Customer Due Diligence

- 1.1.** The existing customers of the bank who have made an application for locker facility and who are fully compliant with the Customer Due Diligence criteria may be given the facilities of safe deposit lockers/ safe custody article subject to on-going compliance.
- 1.2.** Customers who are not having any other banking relationship with our bank may be given the facilities of safe deposit locker / safe custody article after complying with the Customer Due Diligence criteria and subject to on-going compliance. The due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker.
- 1.3.** The locker-hirer/s shall not 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 take appropriate action against such customer as it deems fit and proper in the circumstances.
- 1.4.** The branch shall obtain recent passport size photographs of locker-hirer(s) and individual(s) authorized by locker hirer(s) to operate the locker and preserve in the records pertaining to locker-hirer being maintained in the bank's branch.

PART II: Locker Allotment

- 2.** In order to facilitate customers making informed choices, branch shall maintain 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 branch 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.

2.1 Model Locker Agreement

- 2.1.1** The Bank shall adopt the Model Locker Agreement under preparation of IBA. The agreement shall be in conformity with the revised instructions and the directions from RBI. Bank shall renew locker agreements with existing locker customers by January 1, 2023. **Now it has been extended up to December 31, 2023.**

2.1.2 At the time of allotment of the locker to a customer, the branch shall enter into an agreement with the customer to whom the locker facility is provided, on a paper duly stamped. A copy of the locker agreement in duplicate signed by both the parties shall be furnished to the locker- hirer to know his/her rights and responsibilities. Original Agreement shall be retained with the bank's branch where the locker is situated.

2.2 Locker Rent

2.2.1 To ensure prompt payment of locker rent, branch to 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. Branch, however, shall not insist on such Term Deposits from the existing locker holders or those who have satisfactory operative account.

2.2.2 Locker rent is to be collected in advance based on financial year and in the month of April every year, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected of remaining quarters shall be refunded to the customer.

2.2.3 If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the Zonal office/ Branch 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, Regional Office/ branch shall make efforts to intimate their customers suitably at the earliest.

PART III: Infrastructure and Security Standards

3.1 Security of the Strong Room/Vault

3.1.1 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 shall 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 shall also be assessed and minimized. The bank shall conduct necessary engineering/ safety verification regularly to identify the risks and carry out necessary rectification.

3.1.2 The area housing the lockers should remain adequately guarded at all times. As per bank's internal security policy, branch will 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 not less than 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.

- 3.1.3** The security procedures shall be well-documented and the staff concerned shall be properly trained in the procedure. The internal auditors shall verify and report the compliance to ensure that the procedures are strictly adhered to.

3.2 Locker Standards

- 3.2.1** 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.
- 3.2.2** If Bank proposes to offer electronically accessed lockers, shall be fully aware of the safety and security features of such lockers satisfying appropriate industry standards. In case the lockers are being operated through an electronic system, the bank shall put in place a mechanism to ensure that the system is protected against hacking or any breach of security. The customers' personal data, including their biometric data, shall not be shared with third parties without their consent. Further, bank shall ensure that the electronically operated lockers are compliant with the Cyber Security Framework prescribed by the Reserve Bank. The system shall be capable of maintaining unalterable log of locker activities. The bank shall comply with the relevant statutory / regulatory guidelines/requirements applicable for IT / data protection. Further, the bank shall also devise a standard operating procedure for issue of new password in lieu of lost passwords to customers in a safe and secure manner in case of electronically operated lockers.
- 3.2.3** Bank 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. Further, the custodian of the locker shall, regularly/ periodically, check the keys maintained in the branch to ensure that they are in proper condition. 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.

PART IV: Locker Operations

4.1 Regular Operations by Customers

- 4.1.1** 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 branch. The branch shall maintain a record of all individuals, 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. The ingress and egress register for access to Vault Room by locker-hirers or any other individual including the bank's staff shall be maintained to record the movement of individuals in the Vault Room area with their signatures at appropriate place in the records.

4.1.2 The branch's officer authorizing the locker-hirer to access the locker, after unlocking the first key shall not remain present when the locker is opened by the locker-hirer. The branch shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time.

4.1.3 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 and the redressal mechanism available in case of unauthorized locker access.

4.2 Internal Controls by bank

4.2.1 There shall be a system of inter change of locks whenever the locker is surrendered by the hirer. The keys of vacant lockers shall be kept in sealed envelopes. The duplicate master keys shall be deposited with another branch of the bank. There shall be proper record of joint custody of master keys. Bank shall conduct surprise periodic verification of surrendered/vacant lockers and their keys by an officer of the bank who is not connected with their custody and proper record shall be maintained as a proof of such verification.

4.2.2 Branch shall ensure that the Locker Register and the Locker Key Register are maintained in CBS or any other computerized system compliant with the Cyber Security Framework issued by the Reserve Bank. The Locker Register shall be updated in case of any change in the allotment with complete audit trails.

4.2.3 The branch locker 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 branch locker 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. Further, the custodian of the locker room shall carry out a physical check of the locker room at the end of the day to ensure that lockers are properly closed, and that no person is inadvertently trapped in the locker room after banking hours.

PART V: Nomination Facility and Settlement of Claims

5.1 Nomination Facility

- 5.1.1** The branch shall offer nomination facility in case of safe deposit lockers and safe custody of articles. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed by the branch. 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.
- 5.1.2** For the various Forms (Forms SC1, SC2 and SC3 for Articles left in Safe Custody and Forms SL1, SL1A, SL2, SL3 and SL3A for Safety Lockers) prescribed under Banking 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.
- 5.1.3** Branch will maintain the record of registration of the nomination, cancellation and / or variation of the nomination, made by the locker hirers.
- 5.1.4** Branch will acknowledge the receipt of duly completed form of nomination, cancellation and / or variation of the nomination. Such acknowledgement shall be given to all the customers irrespective of whether the same is demanded by the customers or not.

5.2 Settlement of Claims in case of death of a Customer

- 5.2.1** The settlement of claim related to release of content of Safe custody in case of death of the Locker hirer, shall be governed by Deceased Claim policy of Bank.
- 5.2.2 Time limit for settlement of claims:** Branch to ensure statement of 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.
- 5.2.3** Bank shall report to the Customer Service Committee of the Board on Quarterly 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 therefor. Customer Service Committee of the Board of the bank 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.

5.3 Access to the articles in the safe deposit lockers / return of safe custody articles

5.3.1 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 branch 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 branch 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 branch shall follow the mandate in the event of death of one or more of the joint locker-hirers.

5.3.2 Branch shall, however, ensure the following before giving access to the contents to nominee/ survivor:

- i) 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;
- ii) 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; and
- iii) 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.

Similar procedure shall be followed for return of articles placed in the safe custody of the bank.

5.3.3 The branch 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 branch shall prepare an inventory of the articles in the presence of two independent witnesses, one officer of the branch 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.

5.3.4 The branch 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.

5.3.5 While giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, branch 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. In this regard, branch shall take note of guidelines under para 5.3.2.

5.3.6 In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, Branch will follow Deceased Claim procedure as prescribed by our bank to facilitate access to legal heir(s)/ legal representative of the deceased locker hirer. In this regard, branch shall also take note of guidelines under para 5.3.2.

Similar procedure shall be followed for the articles under safe custody of the bank.

PART VI: Closure and Discharge of locker items

6. 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 or password 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 branch with orders from the Court or appropriate competent authority to seize lockers and requested for access to the lockers; or
- (iii)** If the Branch/ RO 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.

Branch will follow Standard Operating Procedure (SOP) for breaking open the lockers.

6.1 Discharge of locker contents at the request of customer

6.1.1 If the key of the locker, supplied by bank is lost by the locker-hirer, the customer (locker hirer) shall notify the branch immediately. An undertaking will be obtained from the customer that the key lost, if found in future, will be handed over to the bank. All charges for opening the locker, changing the lock and replacing the lost key will be recovered from the hirer. The charges applicable for replacement of lost keys shall be communicated to the locker hirer.

6.1.2 The opening of the locker shall 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.

6.1.3 The operation shall be done in the presence of the customer/s and an authorized

official of the branch. It has to 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.

6.2 Attachment and recovery of contents in a Locker and the Articles in the safe custody of the bank by any Law Enforcement Authority.

6.2.1 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 branch shall co-operate in execution and implementation of the orders.

6.2.2 The branch 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 branch 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.

6.2.3 Branch shall record a video of the break-open process and the inventory assessment, wherever legally permissible, and preserve the video for minimum 180 Days to produce as evidence in case of any dispute or Court or fraud case in future. The preservation period of such videos would depend upon the particular case.

6.3 Discharge of locker contents by bank due to non-payment of locker rent.

6.3.1 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 ensure to 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.

6.3.2 Before breaking open the locker, the Branch/ RO 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. If the letter is returned undelivered or the locker-hirer is not traceable, the Branch/RO 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. The locker shall be broken open in the presence of an officer of the branch and two independent witnesses.

In case of electronically operated lockers (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. Further, Branch/ RO 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. Branch shall also ensure that the details of breaking open of locker is documented in CBS or any other computerized systems compliant with the Cyber Security Framework issued by RBI, 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. A record of access to the fireproof safe shall invariably be maintained. While returning the contents of the locker, the branch shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.

6.3.3 Branch shall ensure that the inventory prepared after breaking open of the locker and during settlement of claims, is in the appropriate forms as provided or as near there to as circumstances require. Further, bank shall not open sealed/closed packets left with them for safe custody or found in locker while releasing them to the nominee(s) and surviving locker hirers / depositor of safe custody article, unless required by law.

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

6.4.1 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. Before breaking open the locker, the bank shall follow the procedure as prescribed in paragraph 6.3.2 and 6.3.3 above.

Branch shall ensure that the procedure to be followed by them for disposal of the articles left unclaimed for a reasonably long period of time as mentioned above is incorporated in locker agreement.

6.4.2 The bank shall ensure that appropriate terms are inserted in the locker agreement executed with the customer specifying the position in case the locker is not in operation for long period. It shall be ensured to incorporate a clause in the locker agreement to discharge the bank from liability in case the locker is not in operation and the locker is opened by the bank and contents are released as per law and as per the instructions issued by the Reserve Bank and the terms and conditions prescribed in the agreement.

PART VII: Compensation Policy / Liability for Bank

7. Liability of bank

The bank shall have the responsibility for any loss or damage to the contents of the lockers due to negligence at its part as bank owe a separate duty of care to exercise due diligence in maintaining and operating locker or safety deposit

systems. The duty of care shall include 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 on Frauds for reporting requirements about the instances of robberies, dacoities, thefts and burglaries.

7.1 Liability of bank arising from natural calamities like earthquake, flood, thunderstorm, lightning etc. or due to sole negligence of the customer.

The bank shall not be liable for any damage and/or loss of contents of locker arising from natural calamities or Acts of God like earthquake, floods, lightning and thunderstorm or any act that is attributable to the sole fault or negligence of the customer. Branch shall, however, exercise appropriate care to its locker systems to protect branch premises from such catastrophes.

7.2 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

It is the responsibility of RO/Branch to 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 branch'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 above or attributable to fraud committed by employee (s), the bank liability shall be for an amount equivalent to one hundred times (100 times) the prevailing annual rent of the safe deposit locker. The Bank shall obtain insurance coverage for such liability.

PART VIII: Risk Management, Transparency and Customer Guidance

8.1 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.

8.2 Insurance of locker contents by the customer

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

8.3 Customer guidance and publicity

- 8.3.1** The bank shall display regarding availability of the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on various aspects on bank's websites for public viewing. The branch shall ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.
- 8.3.2** Bank shall display updated information on all kinds of charges for safe deposit lockers and safe custody articles on bank's website and at all branches.
- 8.3.3** Bank shall place on bank's 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. Further, a printed copy of the same shall also be given to the nominee(s) / survivor(s) / legal heir(s).

Operational Guidelines

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1. **Brief Background**

Safe deposit locker facility is a service provided by the Bank to its customers for keeping their valuables in the safe deposit lockers, Bank provided specially designed lockers and different sizes kept in specially built strong rooms for keeping the valuables of the customers/locker-holders/ licenses.

Hitherto relationship between the locker holder and bank was that of lessee and lessor. As per Supreme Court Judgment in Civil Appeal 3966 of 2010 date 19.02.2021, the relationship between the bank and the locker holder would be that of Licensor and Licensee. Underlying the facility is an agreement between the Bank (licensor) and the customer (Licensee) allowing use of the former's locker by the latter. The consideration for extending the facility is the Locker Fees (License fee) to be paid periodically by the customer to the bank. In the present context, this is a right granted by the licensor i.e., the bank, to the Licensee (customer) i.e. Licensee to the exclusive use only of a specified locker for a specified period on a payment of specified license fee, more fully described in the agreement for hiring out the locker.

2 **Latest Developments:**

2.1 That the Safe Deposit Locker Agreement obtained or executed by the Safe Deposit Locker customer is the basis for the arrangement between the Bank and the Safe Deposit Locker customer as "Licensee" not as Lease/Hire/Bail.

2.2 That the Safe Deposit Agreement obtained from the Safe Deposit Locker customer, expressly provides for limitation of the banks liability for loss of contents of the Safe Deposit Locker.

2.3 **Insurance:** Since, bank do not keep a record of the contents of the locker or of any articles removed therefrom or placed therein by the customer, they would not be under any liability to insure the contents of the locker against any risk whatsoever. Banks shall under no circumstances offer, directly or indirectly, any insurance products to its locker hirers for insurance of locker contents.

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

The Bank is responsible to take all steps for the safety and security of premises in which the safe deposit vaults are housed. It has the responsibility to ensure that incidents like fire, theft/burglary/robbery, dacoity and building collapse do not occur in the banks 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 lockers. 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 respective safe deposit locker.

2.4 The 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.

2.5 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-hires /depositors of safe custody article accounts and those pending beyond the stipulated period, with reasons therefor. Customer Service Committee of the Board of the Bank 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.

3. Scope & Objective:

The operational guidelines on the SDV/Locker facility are applicable across all branches of our bank with the following objectives:

- 3.1.** To decide locker holder eligibility for availing locker facility.
- 3.2.** To carry out customer due diligence for both new and existing customers as per RBI directions.
- 3.3.** To provide ease to the customers in operation of locker.
- 3.4.** To provide ease to claimants / nominee, in return of the articles left by a deceased person to its safe custody.
- 3.5.** To have clear procedure drawn-up to avoid possible legal consequence to protect the Interest of the Bank.
- 3.6.** To exercise due care and necessary precaution for the protection of the lockers provided to the customers.

4. Eligibility for availing SDV facility:

- 4.1.** The safe deposit locker facility can be offered to existing as well as prospective customers.
- 4.2.** Lockers could be licensed to individuals, either singly or jointly, Partnership Firms, Limited Companies, Associations and Clubs but not to minors.
- 4.3.** While licensing lockers to partnership firms, companies, societies, government departments, HUFs, all formalities required for opening and operating account should be complied with.

- 4.4. While hiring / allotting to joint-holders (other than individuals) clear instruction on operations and closure should be obtained and the Branch should comply with such instructions without exception.
- 4.5. Branches may extend locker facility to Visually Challenged customers after taking necessary precautions on the following viz.
- a. Suitable lockers conveniently located for operations may be allotted (if available).
 - b. A visually impaired customer may be given the following options for operation of locker:
 - i. Singly.
 - ii. Singly with the assistance of a reliable person, as per the choice of the Applicant.
 - iii. Jointly.
 - c. As far as possible, visually challenged person should be encouraged by branch to open locker jointly with person having normal vision.
 - d. The locker facility may be offered to visually impaired person in his single name and allotting the locker in joint names would not be instated upon. However, the locker licensee will open the locker with the use of the allotted key and the branch officials should not offer any assistance for this purpose, other than using the master key for opening of the locker and locating the locker.
 - e. If for locker operation, visually challenged person brings an assistant for convenience; an application to be obtained from him/her stating to allow such assistant for locker operation along with copy of any valid government identity card of that assistant.
 - f. In case, the locker licensee desires to avail the help of third party in operating the locker, it should be allowed by branches with proper records. However, before allowing the locker licensee, the details of the third party such as name, address, relationship with the locker licensee etc. should be recorded in the locker register. A confirmation should also be obtained from the locker licensee regarding the identity of the third party and that the access to third party is at the full risk and responsibility of such Licensee.
 - g. **Bank procedures for issuing a locker to a visually impaired customer must be the same as to any other customer.**

5. Allotment of Lockers

- 5.1. The locker shall be provided on first-cum-first-serve basis provided the applicant is eligible for the same and is complying with the KYC norms.
- As per latest development, customers can now apply Locker online also through Bank's Website. Whenever any prospective customer applies for locker online, he/ she will get acknowledgement and concerned branch will also get notification on official email ID. Branch shall contact such customers for allocating them lockers.

- If there is no locker available in branch as per the choice of customer, his/her request shall be entered in waiting list register by branch and further accordingly, allocation is to be made on first-cum-first-serve basis.

- 5.2.** The request received from the customer should be registered and filed properly, so that the applicant can be contacted as per order of wait list to avail the facility.
- 5.3. Waitlist of Locker:** Branches should maintain a wait list, as per the below format, for the purpose of allotment of lockers and ensure transparency in allotment of lockers. All applications received for allotment of locker should be acknowledged and given a wait list number.

SN	Name	A/C No (if available)	Mob.	Date of Application received	Signature	Date of Allotment	Locker No allotted	Signature

Note: Chronological Register can be maintained in Physical as well as digital form, but, it should be in chronological order of the request received. Record of application received must be maintained properly in a file for avoiding any dispute in allotment process.

- 5.4.** If any licensee vacates a locker or the branch acquires a new locker cabinet, the allotment of locker should be as per the order of waitlist maintained at the branch. A written communication should be sent either through electronic mode or by registered post to the applicant's address giving him/her sufficient / reasonable time, 15 days to avail the facility. Failure to avail the facility would result in automatically passing on the facility to the succeeding applicant.

5.5. Documents for allotment of lockers / Customer Due Diligence (CDD)

- a. Application for locker can be from existing customers or from prospective customers. In case of existing customers such as Saving Bank Account / Current Account / Term Deposit Account, etc., KYC and CKYC need to be verified and proper documents to be obtained. In case of Re-KYC/High Risk customers, branch should obtain KYC document and invariably conduct Customer Due Diligence.
- b. In case of new customers, no transaction or account based relationship shall be undertaken without following the Customer Due Diligence Procedure. No account shall be opened where the branch is unable to apply appropriate Customer Due Diligence measures, either due to non-cooperation of customer or non-reliability of the document / information furnished by the customer.
- c. Application for Allotment of Locker (as per **Annexure-1**), and Agreement for letting of Safe Deposit Vault/Locker (as per **Annexure-2**) constitutes the basic document to be secured from the customer, it should be duly stamped at the time of execution (as per the applicable stamp duty of the respective state). While renewing the license, there is a need to secure fresh Agreement for letting of Safe Deposit Vault / Locker as per revised format. The revised guidelines will be applicable to both new and

existing safe deposit locker and the safe custody of articles facility. As per earlier guidelines **Branches to ensure that renewed agreement for letting of Safe Deposit Vault / Locker with existing locker customer is obtained by January 1, 2023. Now, the deadline for banks is being extended in a phased manner to December 31, 2023. Banks are advised to notify all their customers of the revised requirements by April 30, 2023 and ensure that at least 50 per cent and 75 per cent of their existing customers have executed the revised agreements by June 30 and September 30, 2023 respectively. Banks shall report the status of compliance with these instructions on the [DAKSH](#) supervisory portal of the Reserve Bank on a monthly basis.** A copy of the Agreement for letting of Safe Deposit Vault / Locker is duplicate signed by both the parties shall be furnished to the locker-hirer to know his / her rights and responsibilities. Original Agreement for letting of Safe Deposit Vault / Locker shall be retained with the bank's branch where the locker is situated.

- d. The Licensee should furnish KYC details such as, name, address, occupation / business, operational mandate, telephone number and other relevant details while opening the account. The locker should be allotted after securing approval of the Branch Manager/ Branch authorized officials.
- e. Specimen signature of the licensee should be obtained on the specimen signature card and the officer-in-charge should duly attest it. The specimen signature cards should be kept under proper custody.
- f. When the locker is issued in joint names, access to the locker is to be allowed as per mandate. Clear instructions regarding operation and surrender of the locker should be obtained at the very outset to avoid future complications. It should be ascertained whether any one or more or all the parties will operate the locker and in case of demise of one of the account holders, whether access is to be allowed to the survivor's with or without the presence of the legal heirs of the deceased.
- g. If a locker is issued in the name of a partnership firm, a partnership declaration and clear instructions regarding operation and surrender of the locker signed by all the partners should be obtained.
- h. While permitting addition of new names to the account, branches should obtain fresh license agreement. It should be ensured that at least one original allottee continues, under all circumstances.
- i. If the licensee/s desires to delegate the authority for operating the lockers, branches should insist on a duly executed Power of Attorney and should incorporate such details in operation mandate. Branches should obtain recent passport size photograph of locker hirer(s) and individual(s) authorized by locker hirer(s) to operate the locker and preserve in the records pertaining to locker hirer(s) being maintained in the branches.

5.6. Measures relating to lockers which have remained un-operated.

- a. Where the lockers have remained un-operated for more than three years for medium and low risk categories, or, one year for a higher risk category, branch should immediately contact the locker holder and advise him/her to either operate the locker or surrender it. This exercise should be carried out even if the locker holder is paying the fee regularly.

- b. Further, branches should ask the locker holder to give in writing, the reasons why he /she did not operate this locker. In case the locker holder has some genuine reasons as in the case of NRIs or persons who are out of town due to a transferable job etc., banks may allow the locker holder to continue with the locker.
- c. In case of locker holder does not respond nor operate the locker, branches may consider break open the lockers after giving due notices to him/ her.

5.7. Locker Agreement: (Locker agreement is subject to change as per Reserve Bank of India guidelines to IBA to review and revise the Model Agreement by February 28, 2023.)

- a. Branch shall enter into an Agreement (Annexure-2) with the customer to whom locker facility is being provided, on a duly stamped paper. A copy of the Locker Agreement in duplicate signed by both parties shall be furnished to Locker hirer to know their rights and responsibilities.
- b. Locker -hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If 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 take appropriate action against such customer as it deems fit and proper in the circumstances.
- c. Branches shall renew all existing Locker Agreements with existing locker-hirer customers with new Locker Agreement by **31.12.2023 as per Para 5.5-c** by using revised LockerAgreements (Annexure-2 & 2A both).

6. Procedure for Operation of Lockers

- 6.1. The Licensee should be asked to operate the locker at the time of issuance of license. His/ Her signature should be obtained and verified with the specimen held on record before permitting entry to SDV unit. The register should always be kept in the custody of the Officer in charge. Once the charge of the locker is handed over to the licensee, the safe custody of the locker key is the responsibility of the licensee.
- 6.2. If the locker is in joint names, mandate of the operation should be verified and access to the licensee (s) should be allowed as per mandate. If a notice of revoking of mandate of operation is received, the access should be allowed jointly. The revocation letter may be given by one of the joint licensees.
- 6.3. In case of any doubt on signature of any of the licensees, they should be asked to furnish their credentials and a comparison should be made. After establishing the identity of the licensee, he/she may be permitted to operate the locker. The Branch official (Officer in charge) should apply his master key first. Thereafter the customer should apply his/her locker key to open the locker unit.
- 6.4. The locker can be operated any number of times, but the number of free operation is restricted to 12 per annum. Beyond that every subsequent operation is chargeable. i.e.

Basic Charges	Rs. 100.00	Branch should also refer latest service charges circular which may be revised from time to time.
GST @ 18%	Rs. 18.00	
Total	Rs. 118.00	

Hence, it is mandatory for the branch to operate the locker through CBS i.e. whenever the locker holder visits the branch for operation of locker, entry must be made in the CBS to have a control over the no. of visits of the locker-holder and thereby have a proper monitoring. Concurrent / Internal Auditors must ensure that the system is observed by the branch else to be reported accordingly.

- 6.5.** The Licensee will be permitted to be in the Vault Room only for a reasonable time (i.e. not more than 30 minutes.)
- 6.6.** The check-in and check-out timings of the licensees, who operate the locker, should be entered in CBS using prescribed menu in Locker Module & also in physical register.
- 6.7.** The master key should be kept in joint custody of the branch officials within the locker safe overnight. Before keeping the master key within the safe, it should be put in a small metal box and locked in the presence of branch officials (joint custodians). During business hours, the Officer in charge of the vault should hold the Master Key. He should not part with it to any unauthorized person or takes it out of the branch premises.
- 6.8.** Access to the licensee's agent or attorney should be allowed only against a Power of Attorney duly executed before the Notary Public / Executive Magistrate in favour of the latter (Attorney). The power of Attorney (Annexure- 3) should be specific and mention the locker number also. The P.A. holder can operate the locker but cannot surrender it. Along with P.A. branch may collect Letter of Authority (Annexure- 4) and provide acknowledgement thereof to the Licensee (Annexure- 5)
- 6.9.** The banks officer authorizing the locker-hirer to access the locker, after unlocking the first key shall not remain present when the locker is opened by the locker-hirer. The branch shall ensure that there is adequate privacy to the locker hirers in the operations when customer accesses the lockers at the same time.
- 6.10.** The branch shall maintain a record of all individuals, including 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.
- 6.11.** The ingress and egress (entry and exit) register for access to Vault Room by locker-hirers or any of the individual including the banks staff should be maintained to record the movement of individuals in the Vault Room are with their signature at appropriate place in the record.

6.12. Bank shall send an email and SMS alerts 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.

6.13. The Officer in charge should check the locker room immediately after the locker licensee has used it to ensure that licensee has not left any valuable belongings outside locker inadvertently and the licensee has properly closed the locker door.

7. **Operations of SDV Lockers in CBS Platform (Ref. CBS - SOP Document enclosed herewith)**

Note: - The development is in progress.

After activation Operations of SDV lockers in CBS System through Locker module which will capable of handling following operations:

- a. Locker account opening.
- b. Locker rent recovery.
- c. Penalty Calculation
- d. Refund on Closure
- e. Check-in & Check-out locker operation
- f. Cabinet/ Locker inventory management.

8. **Customer Risk Categorization:** For categorization a customer as Low Risk, Medium Risk, High Risk the parameters considered are customer's identity, social/ financial status, nature of business activity, mode of payments, volume of turnover, information about the clients' business and their location etc. While considering customer's identity, the ability of confirm identity documents through online or other services offered by issuing authorities may also be factored in. For detailed guidelines, please refer banks latest KYC-AML-CFT Policy.

Low risk customers

- Salaried employees whose salary structures are well defined
- People belonging to lower economic strata of the society
- Government departments
- Government owned companies
- Regulators and statutory bodies etc.
- NPOs/NGOs only which are promoted by United Nations or its agencies

Medium Risk Customers

- Gas Dealers
- Car/ Boat/ Plane dealers
- Electronics(wholesale)
- Travel agency, Telemarketers, Providers of telecommunications services.
- Pawnshops, Auctioneers, Restaurants, Retail shops, Movie theatres.
- Sole practitioners

- Notaries
- Accountants (Blind)
- Purdanashin

High Risk Customers

- Trusts, charities NGO/NPO unregulated clubs and organizations receiving donations
- Companies having close family shareholding or beneficial ownership – Firms with sleeping partners’.
- Accounts under Foreign Contribution Regulation Act.
- Politically exposed persons (PEPs)
- Customers who are close relatives of PEPs and accounts of which a PEP is the ultimate beneficial owner.
- Those with dubious reputation a per public information Accounts of non-face-to-face customers.
- High Net Worth Individuals.
- Non- Resident customers.
- Accounts of Cash Intensive Businesses such as accounts of bullion dealers (including sub-dealers) & Jewelers.

For detailed guidelines, please refer latest KYC-AML-CFT Policy of bank.

9. Precautions to be taken in Operation of Lockers.

Branches should take following precautionary measures to prevent any untoward incident while providing locker services:

- a. The licensee may be permitted to apply additional lock of his own, if he so desires. The cost of providing such facility will have to be borne by the licensee.
- b. The grill door of the vault should be kept locked in between two lockers operations. This will prevent unauthorized access into the strong room.
- c. The licensee should be permitted entry into vault area after due identification. The format of attendance register is attached herewith as **(Annexure-6)**
- d. The customer shall be allowed to operate the locker on working day of the bank only and operation should be permitted up to prescribed business hours applicable for non-cash services. In the event of the bank is not 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 in locker.
- e. At the end of the day’s work, the custodian should note down the details of the Lockers operated during the day.
- f. At the time of closing the safe deposit vault, the custodian should press the warning alarm bell. After he is satisfied that all the customers have left the vault premise, he

should conduct personal inspection of the vault. **This is to be done to ensure that no customer who was allowed entry within the vault is still present.**

- g. After satisfying himself that lockers operated during the day are not left open and that no locker holder including any staff is inside the vault, the custodian should lock the vault door.
- h. He should inspect the lockers, which were operated and ensure that the lockers have been locked properly.
- i. The back 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 mobile number, 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. Further, the custodian of the locker room shall carry out a physical check of the locker room at the end of the day to ensure that lockers are properly closed, and that no person is inadvertently trapped in the locker room after banking hours.
- j. Such official should also keep on checking on regular basis that the keys to the locker are in proper condition.
- k. There shall be a system of Inter-change of locks whenever the locker is surrendered by the hirer.
- l. Surprise periodic verification of surrendered / vacant lockers and their keys by an officer of the bank who is not connected with their custody and proper record shall be maintained as a proof of such verification.
- m. Branches to ensure that the Locker Register and the Locker Key Register are maintained in CBS.

10. Locker License Fee / Charges (Annexure-7)

- a. At the time of new allotment of locker, advance rent shall be recovered on pro-rata basis. And Next rent due date will be 2nd of April of next financial year. Branches to educate customers about the same.
***For Example:** If locker is allocated in July month, branch should collect rent up to March of succeeding year. In such case, rent will be recovered for 9 months only on pro-rata basis.*
- b. Annual rent of all existing locker accounts shall be recovered centrally by Head Office in the month of April of each Financial Year.
- c. For all new Lockers rented out, security deposit is in the form of fixed deposit is mandatory. For same, branch to refer latest services charges circular.

- d. In case locker account is closed by surrendering the locker, rent is to be recovered till end of running quarter. Advance rent collected for remaining quarters shall be refunded by using "Refund on closure" menu in CBS.
 - e. The Licensee can operate the locker allotted to him free of charge up to 12 operations in a year (April to March). Thereafter, customer has to pay charges for each visit at the rate prescribed by the bank. For lockers allotted in the middle of the year, pro-rata rentals will be levied.
 - f. Locker Rent is collected in advance. In case of locker rent remains in arrear over a month, penalty @ 3% per month shall be recovered for the completed months for which rent remained in arrears.
 - g. Please also refer service charges circular for latest locker rent and Security Deposit which are subject to revision depending on the policy of the bank and care should be taken to timely inform the changes in charges to the locker holder. Please note that locker charges and security deposit are subject to revision from time to time as per HO guidelines.
- 10.1. Concession to Staff members:** Staff member including all superannuated / retired staff members would be allowed 25% concession in license fee/locker charges for any type of locker. For same, branch should refer latest services charges circular.
- 10.1.1. Allotment:** Locker should not be allotted to a staff member of the Bank jointly with a customer.
 - 10.1.2. Access:** A letter of authority issued by a staff member allowing operation of the Locker by a person other than his/her close relatives should not be accepted.
 - 10.1.3. Maximum No. of lockers:** One staff can be provided with maximum 1 locker in his own name or jointly with the family member. First name should be invariably of the Staff Member.
 - 10.1.4. Security Deposit:** In the case of staff members and retired staff members, security deposit should be taken.
 - 10.1.5. Service Charges:** Penalty for late payment of fees and service charges for operation of locker in excess of 12 times in a year to be collected from the staff / retired staff members.
- 10.2. Safeguard against Default in Payment of License Fee/Locker charges:**
- a. Branches can seek fixed deposit for nominal sum, interest of which should be able to cover three years' fee and charges for breaking open in case of an eventually. Instructions can be obtained towards adjusting interest of the Deposit against the fee

of locker. Branch to obtain letter of lien as per **Annexure-8** attached herewith. Branch should refer latest service charges circular in this regard.

- b. In case of default of payment of fee, the licensee should not be allowed to operate the locker pending recovery of fee in arrears and fee for current year.

10.3. Arrears of License Fee/ Locker Charges:

- a. The arrear amount is the locker rent which is not paid by the locker holder on due date.
- b. Follow-up should be made by the branches wherever fee on lockers is overdue and it should be ensured by them that the fee is recovered. Format of "Termination Letter" to be addressed to the locker holder is attached herewith as **Annexure-9**.
- c. Customers should be kept informed that the overdue fees attract penal interest at 3.00% per month.
- d. Branches should affix sticker on such lockers with remarks "Fee Overdue". Such lockers should not be allowed to be operated till payment of full fees/due.
- e. Branch officials may make personal visit to customer's place for recovery of overdue charges and maintain the record.
- f. In case of change of address, not intimated to the Branch, comes to the notice of bank officials, discreet inquiries for present address should be made and follow up for recovery of dues should be done.
- g. Apart from above, prescribed procedure for break open of lockers may be followed.

10.4. Non-Payment of License Fee/Charges-

- a. Branch can break open a locker for non-payment of fee after giving due notice/s to the locker holder.
- b. The procedure for break open of the locker should be as per the procedure. **(Checklist as Annexure-11)**.

10.5. Recovery of Arrears /Charges.

- a. Branch to recover entire overdue in locker account, till such time operation shall not be allowed. (CBS menu: SDL/SC> Financial transaction)
- b. Branches should follow up with the customers for payment of overdue locker rent at regular intervals

- c. Wherever recovery of rent is not at all possible such lockers should be break open immediately by following the laid down procedure for break open of lockers.
- d. Break open exercise of locker should be taken up with all seriousness and with conclusive result. It should not end up with mere issuing of notices/having RO permission etc. (Copy of proposal seeking permission to Break Open the locker from Regional Office attached as **Annexure-12**).
- e. After break opens the locker, it must be updated in CBS system.

11. Procedure for issue of notices for break open of SDV Lockers:

The Bank shall have a right to break open the Locker and deal with its contents in accordance with the provisions under the 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:

- (a) In the event **Termination Notice** in accordance with agreement 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;
- (b) The Rent remains unpaid for 3 (three) consecutive years; and
- (c) The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7 (seven) years or more; and the Customer cannot be located by the Bank.

- 11.1. The Branch shall have a right to terminate the Agreement after issuing to the Customer a prior written notice of not less than 3 (three) months by registered post or speed post (and also by (i) email where email id of the Customer is available; and (ii) SMS and/or Whats App where the mobile phone number of the Customer is available) ("**Termination Notice**") **Annexure-9**.
- 11.2. Before exercising the right to break open the Locker, the Branch shall send to the Customer a notice (in addition to the Termination Notice under Clause 11.1 above) in writing of not less than 3 (three) months 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) of the Bank's proposed action of breaking open of the Locker ("**Break Open Notice**") **Annexure-10**.
- 11.3. The Branch 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.
- 11.4. In case the Termination Notice and the Breaking Open Notice as foresaid sent by the Branch is returned undelivered or the Customer is not found to be traceable despite the Branch having taken reasonable efforts including those stated under above clauses, the branch 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) (**Annexure-13**) 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.

- 11.5. The breaking open of Locker would be done in the presence of a committee consisting of 2 (two) officers of the Bank and 2 (two) independent persons acting as witnesses. Branch should obtain prior permission from concerned Regional Office for break open of lockers. 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.
- 11.6. The Branch 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.
- 11.7. The Branch shall also ensure that the details of breaking open of locker is documented in existing record of locker holder and also in the 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.
- 11.8. **Checklist for Break open of Lockers (Annexure-11) has to be followed by branch without fail and Annexure -11 is to be kept on record by branch for each locker.**

12. Scenarios/ Procedure for break upon of SDV Lockers:

To break 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:

- a. **If the licensee loses the key and requests for breaking open the locker at her / his cost OR**
 - b. **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**
 - c. **If the bank is of the view that there is a need to take back the locker as the locker licensee is not co-operating or not complying with the terms and conditions of the agreement.**
- 12.1. Breaking open of a locker is an extreme step and it should be resorted to only after exhausting all available remedies and after obtaining permission of the Regional Offices.
 - 12.2. Upon loss of locker key, locker can be broken open on request by Locker Holder **(Annexure-21)** along with an undertaking **(Annexure-17)** or in case of overdue Fees as per the prescribed process to break-open.
 - 12.3. Break open of 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, in the presence of the Customer/s, Office-in-charge of the Vault and the Branch Manager, two respectable

outside persons or the Bank's Advocate and personnel from RO/ nearby Branch. It has to 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.

- 12.4. Upon breaking open of the Locker, having followed the procedure as set out above, the Branch shall prepare inventory of the contents of the Locker (Annexure-18) and get valuation of the contents done by the Bank's approved Valuer 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.
- 12.5. On handing over of contents to the Locker Holder against the recovery of bank dues acknowledgement must be obtained and held on record. (Annexure-19)
- 12.6. Intimation of break-open of locker should be sent to Regional Office after break open of lockers (Annexure-20)

13. Disposal of Unclaimed Articles in Lockers.

- 13.1. Disposal of the articles of the Locker as recorded in the inventory prepared 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.
- 13.2. If the locker holder (which has been broken open and in which articles are found) is not traceable despite the best efforts of the branch official, the Branch would be free to dispose off articles.
- 13.3. 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 branch 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 Annexure-14 ("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.
- 13.4. Before conducting the Public Auction, the Branch would decide minimum bidding amount of contents after obtaining approval from Regional Office.
- 13.5. If the sale proceeds are inadequate to meet the expense incurred, the Branch should initiate action against the locker holder/s for recovering the amount.
14. **Loss of Key:** If licensee/s has lost the key and request for its replacement, the Branch should secure a written request for replacing the locking unit. An undertaking may also be obtained from the customer that the key lost, if found in future, will be handed over to the bank. After ascertaining the charge for replacing the locking mechanism from the

vault supplier, the Branch should collect the same in advance. The amount should be held in Sundry Creditors till final settlement. The licensee should be requested to be present while the locking mechanism of locker is being replaced. The replacement work should be entrusted to the company, which has supplied the safe deposit lockers Unit. Care should be taken to ensure that the locker unit is properly identified at the time of replacing the locking unit. Locker holder should submit the application requesting thereinto break open the locker (Annexure-21).

A register for recording details of lockers which are broke open and reasons thereof should be maintained. Necessary entry should also be made in the key register for matching the key with the respective locker unit.

The charges for loss of SDV/Locker key is as under:

Loss of Key	Actual expenses incurred towards replacement of keys (to be paid to vendor/service provider) + Rs. 2000/- + GST towards administrative cost.
Branch should also refer latest service charges circular which may be revised from time to time.	

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

- a. 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.
- b. The branch 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 (Licensee) 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, Local police authority and the 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 record or handed over to the customer against acknowledgement.
- c. Branches 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.

15. Embossing of Locker Keys

In order to facilitate the identification of Safe Deposit Lockers on the basis of locker keys, Branch should arrange to emboss on all locker keys, an identification code to indicate the Bank and the Branch providing the locker. Accordingly, the following procedure will be followed:

- a) In respect of purchase of new locker cabinets for the branch, the supplier of locker cabinets should engrave all the keys of the lockers with abbreviation of Maharashtra Gramin Bank and four-digit branch code e.g., MGB/5101 as identification code. Fresh locker cabinets should not be purchased without identifications marks engraved on the relative keys.
- b) As regards existing hirers/ lockers in use, branch should arrange for sending letters to existing locker licensees informing them to remain present in the branch premises on predetermined time and date and at the same time requesting the officials of the vendor company of the locker cabinet to depute technician for executing the engraving work. The identification code would be engraved on the locker key only in the presence of the locker holder.

16. Safekeeping Duplicate Master Key & Keys of Vacant Lockers

- 16.1 Duplicate master key should be kept with another branch under safe custody. At least once in two years the original key should be interchanged with the duplicate key.
- 16.2 Proper records relating to joint custody of master key should be maintained.
- 16.3 Keys of the vacant lockers should remain in sealed envelope in the joint custody of the custodians in a vacant locker whose key, in turn, should be deposited in the cash safe, key register recording should be updated on an ongoing basis.
- 16.4 Surprise verification of surrendered / vacant lockers and their keys should be carried out by the Branch Manager as least once in a fortnight.

17 Safe Keeping of Keys and Contents Different Scenarios:

17.1 In case the key is found attached to the locker:

- a. The Custodian should take an inventory of the contents of the locker in the presence of the Branch Manager / Deputy Branch Manager / Clerical Staff and an Outsider, if available, after which he should place the contents in a sealed envelope.
- b. This sealed envelope may be placed in the same locker and lock it properly.
- c. The key of the locker should be handed over to the Branch Manager / Deputy Branch Manager.
- d. On the next working day, the locker holder should be contacted and informed about this / her locker being left open on the previous day. After the locker holder's arrival in response to the Bank's intimation, the contents of the sealed envelope should be checked by him/her in the presence of the Branch Manager and the Custodian and a confirmation are obtained on contents/nil shortage. Only thereafter, the contents should be handed over to him/her together with the key of the locker, against his proper acknowledgement.

17.2 In case the key is not attached to the locker but locker remained open

- a. The Custodian should take an inventory of the contents of the locker in the presence of the Branch Manager / Deputy Branch Manager / Clerical Staff and an Outsider, if available, after which, he should place the contents in a sealed envelope.
- b. The sealed envelope should be placed in a vacant locker or in an Iron/Steel Box duly sealed in the presence of Custodian, Branch Manager / Deputy Branch Manager and its key should be handed over to the Branch Manager / Deputy Branch Manager
- c. On the next working day, the locker holder should be contacted and informed about his/her locker being left open on the previous day. After the locker holder's arrival in response to the Bank's intimation, the contents of the sealed envelope should be checked by him/her in the presence of the Branch Manager and the Custodian and a confirmation be obtained on contents/nil shortage. Only thereafter the contents should be handed over to him/her against his /her proper acknowledgement.

17.3 If the articles left behind are of someone not known

- a. The custodian should list the articles left in the Safe Deposit Vault (Annexure-22), put the articles in an envelope and the same should be sealed and attested by the Branch Manager / Deputy Branch Manager and this should be done in the presence of an outsider.
- b. This sealed envelope should be kept in a vacant locker / within the safe under dual custody.
- c. A letter, in prescribed format (Annexure-23), should be sent to all the locker holders who had operated the lockers, or on a particular day, without disclosing the particulars of articles, calling them to the Branch with sufficient proof of ownership, if the articles belong to them. When they call on the Branch Manager / Deputy Branch Manager, discreet enquiries should be made about the articles left behind. After satisfying about the bonafides of the claim, the same should be returned to them by following the process:
 - To display public notice on the branch notice board (Annexure-24)
 - To collect request application from the claimants (Annexure-25)
 - To obtain indemnity Agreement (Annexure-26)
 - To prepare a process note (Annexure-27)
 - To obtain stamped acknowledgement of unclaimed articles (Annexure-28)
- d. **The Regional Office should be kept informed about the incident.**

17.4 If the articles are not claimed by anyone:

- a. If the articles are not claimed by any one, it should continue to be held in the Joint Custody. A detailed record of the same should be maintained at the Vault.
- b. If the articles remain unclaimed for a period of three years, it may be handed over to the police authorities, as per provisions of law, against proper acknowledgement or can be disposed off directly according to the prescribed procedure i.e. public notice (Annexure-24) to be displayed on the branch notice board for unclaimed articles found in the Locker Room.

17.5 Maintenance of Records:

The branch should preserve the following records safely for all the Lockers broken open:

- a. Locker Application
- b. Agreement to hire/ license Locker.
- c. Copy of the notices along with proof of dispatch of these notices by Registered Post Ack.Due.
- d. Acknowledgement Due Card received back from the hirer/ licensee.
- e. The original cover containing notices received back undelivered from the postal department. These covers should not be opened / tempered with by the branches.
- f. Proposal for breaking open the Locker.
- g. Checklist for breaking opens the Locker.
- h. Permission granted by Regional Manager for breaking open the locker.
- i. Original Copy of the inventory.
- j. Copy of the broken open intimation with inventory sent to the hirers/ Licensees by Regd.Post Ack. Due along with proof of dispatch of this to the hirer/ Licensee.
- k. Original intimation with inventory list, if received back undelivered from the postal department.
- l. Bill of the authorized dealer of the manufacturer of the locker for breaking open. All the above mentioned records should be kept in a polythene envelop. Separate envelopes should be prepared for different Locker broken open. These envelopes containing records should be kept in safe custody in double lock in the strong room.
- m. Panchanama and video recording of break open of lockers.

18 Rights of licensee

- 18.1** A Licensee has a right to terminate the Locker agreement and surrender the locker any time during the license period.
- 18.2** If a Licensee is requested by the Bank to vacate and surrender his Locker, either temporarily or permanently, before the expiry of the period of hiring for which he has paid the Fees/advance rent, without any fault of his own, he is entitled to get refund of proportionate amount of Fees/advance rent for the unexpired hiring period from the Bank. Further, if locker rent is collected in advance. In the event of surrender of locker by a

customer, the proportionate amount of advance rent collected shall be refunded to the customer for remaining quarters.

18.3 A Licensee has an unhindered right of access to his locker during the period prescribed by the Bank for operation of Lockers subject to the standard service charges for occasion beyond 12 times in a year. The extended period prescribed for cash/non-cash transactions is also applicable for operation of Lockers.

19. Duties of a Licensee

19.1 A Licensee is bound to pay or tender, at the proper time and place the license fee to the bank.

19.2 A Licensee is bound to keep and on termination of the hiring to restore, the Locker in as good a condition as it was at the time when he was put in possession thereof.

19.3 A Licensee is bound not to use the Locker for deposit of any unlawful or stolen property or goods which are of hazardous, destructive or dangerous nature.

19.4 A Licensee is bound to allow the Bank officials at all reasonable times during the term, to inspect the condition of the Locker and give or leave notice of any defect in such condition and when such defect has been caused by any act or default on the part of the Licensee, he/she is bound to make it good.

19.5 A Licensee may use the locker as a person of ordinary prudence would use them if they were his/her own; but he must not use the Locker for a purpose other than that for which it was licensed.

19.6 On the termination of the license agreement, a Licensee is bound to put the Locker into possession of the Bank along with surrendering the key thereof.

19.7 A Licensee is duty bound not to transfer or assign or sublet the locker or the benefit thereof.

19.8 A Licensee is bound to notify to the Bank any change in his address for communication.

20. Claim by Licensee/s for pilferage:

20.1 **Sometimes Locker Licensees complain of pilferage of contents of their Lockers. In such cases branches should follow the following guidelines.**

20.2 The branch should obtain a written complaint from the Licensee.

20.3 If the Licensee claims that his/her Locker has been tampered with or if there is any suspicion of the Locker having been tampered with, the concerned branch officer should not allow the Licensee to operate his/her Locker.

20.4 The Branch should get the Locker inspected by the experts from the company who manufactured the Locker cabinet to determine whether it has really been tampered with or not before allowing the Licensee to operate the Locker to ascertain whether he has sustained any loss due to pilferage. If at all any complaint has to be filed by the Locker Licensee, it has to be filed before operating the Locker.

20.5 The inspection by the experts should be done in presence of the Licensee after giving him/her due notice.

20.6 Such matters should be reported to the Regional Office or the Head Office and advice should be obtained for further action.

21. Supervision of Lockers

- a. Branch should record check-in and check-out time for persons operating the lockers.
- b. The custodian of the locker room must check at the end of the day and ensure that no customer is inadvertently trapped in the locker room.
- c. At the end of each day, the office in-charge of lockers should verify all the lockers operated that day to ensure that they are properly locked.
- d. In case a locker is left open without its key and its licensee is not available the contents should be kept sealed in an envelope in presence of Branch Manager, Accountant / Senior Officer and one/two customers. The packet should be kept under the joint custody of Branch Manager and custodian.

22. Surrender of Locker

Branch should ensure that whenever a locker is surrendered, the locking mechanism of the locker is changed before it is licensed to another customer. Strict adherence of the instruction will help eliminate occurrence of frauds.

23. Nomination facility in case of SDV/Locker:

- a. Nomination facility is available to Customers for Safe Deposit Lockers and Safe Custody of Articles, in accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act, 1949 and forms prescribed under Banking Companies (Nomination) Rules, 1985 shall be used. In case the nominee is a minor, the same procedure as prescribed for bank deposit accounts shall be followed by Branches.
- b. Nomination facility is available in Safe Deposit Locker hired singly as well as jointly. Locker licensees shall be advised to avail of this facility for smooth settlement of claim by legal heirs in unforeseen circumstances. In respect of lockers in joint names nomination rules are applicable only if lockers are operated jointly.
- c. Where the locker is hired in the name of a minor as per court order, the nomination shall be made by a person lawfully entitled to act on behalf of the minor.
- d. Nomination facility is available only in the case of individual depositor / sole proprietary concern and not in respect of persons jointly depositing articles under Safe Custody Articles facility.
- e. Nominations are made only in respect of locker contents held in individual capacity of licensee and not in any representative capacity as a holder of an office or otherwise. Nomination can be made in favour of individual only. As such, a nominee cannot be an Association, Trust, Society or any other Organization or any office bearer thereof in his official capacity. Accordingly, "any nomination other than in favour of individual will not be valid."
- f. Branches shall register nomination, cancellation and / or variation of nomination made by the locker licensees in the books/ system as per extant instructions of the Bank.
- g. An acknowledgement of Nomination Form submitted, with Nomination number generated by the System, should be given to locker hirer/article depositor. Such

acknowledgement should also be given for cancellation and / or variation of nomination to all customers irrespective of whether the same is demanded by customers or not.

- h. A passport size photo of the nominee attested by the customer may be obtained from customers, at their option and preserved in the records.

23.1 Nomination facility to Non Resident Indians:

A Non Resident Locker Holder may nominate a Resident or Non-Resident as a Nominee. However, Exchange Control Approval will be required if the Non-Resident Nominee wants to take the contents of the locker out of India, upon the death of locker holder.

In case any of our resident customer desires to nominate their non-resident relative as nominee, such request can be considered. However, a non-resident nominee cannot seek repatriation of funds/withdrawal of Articles outside India, unless RBI gives permission to do so.

Usual nomination forms prescribed for acceptance of nomination can be made use of for extending nomination facility to non-resident customers. However, if the nominee is a non-resident, additional particulars like Passport No. and the Country where the Non Resident Nominee is residing may be noted on the nomination form.

- 23.2 In case the locker holder/s does not want to appoint a nominee to its locker account/s, then he/she has to give an undertaking to the respective branch.

23.3 Prescribed forms for Nomination:

For the various forms (Form SC1, SC2 and SC3 for Articles left in Safe Custody and Forms SL1, SL1A, SL2, SL3 and SL3A for Safety Lockers) prescribed under Banking Companies (Nomination) Rules, 1985 / Cooperative Banks (Nomination) Rules, 1985, only Thumb impression(s) shall be required to be attested by two witnesses. Signature of the account holders need not be attested by witnesses.

Branch to ensure that the register for nomination, cancellation and/ or variation of the nomination, in its books, made by the Licensee.

Branch shall acknowledge the receipt of duly completed form of nomination, cancellation and/or variation of the nomination. Such acknowledgement shall be given to all the customers irrespective of whether the same is demanded by the customers or not.

Particulars	SDV Lockers	When the Locker is in Joint Name
For Making Nomination	SL 1 (Annexure-32)	SL 1A (Annexure-33)
For Cancellation of Nomination	SL 2 (Annexure-34)	

For Change/Variation in Nomination	SL 3 (Annexure-35)	SL 3A (Annexure-36)
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24. Settlement of claims in respect of Safe Deposit Locker (Check list Annexure-37)

If the sole locker hirer/Licensee 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 banks 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 signature, and the locker hirer(s)/Licensee nominate any other individual(s), in the event of death of any of the locker hirers/Licensee, 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/Licensee 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, 1449, the banks shall follow the mandate in the event of death of one or more of the joint locker-hirers/Licensee.

24.1 In the case of solely allotted lockers with Nomination:

The nominee will be allowed to access the Locker and remove the contents on identification (such as Election ID Card, PAN Card, Passport etc.) after verification of proof of death of locker licensee. Before permitting the nominee to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of nominee/s and two independent witnesses. In case the locker was hired jointly with the instruction to operate it under joint signature and locker hirer(s) nominates any other individual(s). In the event of death of any of the locker hirers, the bank / branch 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 banks shall follow the mandate in the event of death of one or more of the joint locker-hirers.

a. Access to the Nominee/s

a. If the branches receive information about death of any of their customers, they should verify from the Nomination query through the system and Locker documents whether the deceased customer had made any nomination for his/ her lockers.

b. Section 45ZA and 45ZF of the Banking Regulation Act, 1949 provide for nomination to enable a banking company to make payment to the nominee of a deceased depositor

and to release of contents of safety lockers / safe custody article to the nominee and gives protection against notice of claims of other persons.

- c. If a nomination has been registered with the branch and the nominee does not claim the contents of locker within a reasonable time, a letter should be addressed to the nominee **(Annexure-38)** informing him/her of the receipt of notice of death of the customer and about the nomination made by the customer in his/her favour.

b. Claim Application

- a. Claim application in form **(Annexure-39)** to be obtained for the purpose of establishing the identity of the nominee or the person authorized to receive or act on behalf of the minor nominee and genuineness of the claim of the nominee / authorized person to act on behalf of the minor nominee need be established. The claim application should be submitted by the nominee or the person authorized to act on behalf of the minor nominee duly certified by any of the following.
 - b. **A Magistrate or Judicial Official:** An officer of the State or the Central Government; An officer of Bank; Two well-known persons acceptable to the Bank.

c. Death Certificate:

Copy of the death certificate should be obtained as a proof of death of the Locker Licensee duly verified from original.

d. Delegated Powers

- a. Where nomination has been made and registered in accordance with the nomination Rules and where the contents of the Locker are to be delivered to the nominee, the question of forwarding claim papers to the higher authority for sanction does not arise as the Branch Managers are delegated with the necessary powers to settle such claims.
- b. If the branches / offices have any doubt on any legal aspect in relation to settlement of claim notwithstanding with delegated power, or whenever there is a bonafides apprehension of any adverse claim being made or where there is a doubt on the genuineness of the claims made, the matter should invariably be referred to the Law Officer of the Regional Office / Empaneled Advocate for his / her opinion.

e. Nominee's Identity

- a. Branch Manager should ask the nominee to prove his/her identity. Before accepting claim of the nominee the Branch Manager should satisfy himself about the identity of the nominee
- b. The nominee should be identified at least by a person well known to the bank or by any fellow banker, if the nominee happens to be stranger to the branch.

f. Records

- a. Branches should invariably record the particulars of the claims received by them in the Claims Received / Settled register **(Annexure-41)**
- b. All records relating to the claims received and settled should be preserved in the Permanent File of the branch and should be produced for inspection.

g. Right of Nominee

- a. Where nomination has been duly filed and registered with the branch, the branch shall not take note of any claim of any person other than Licensee/s of a Locker and the nominee shall be entitled on the death of the Licensee to have access to the Locker and shall be all liberty to remove the contents of the Locker unless the nomination made and registered was cancelled or varied during the life time of the Locker holder.
- b. The Bank will get valid discharge by delivering contents of Locker to the nominee, so far as any legal heir has not produced any decree, order, certificate, or other authority from a court of competent jurisdiction.
- c. As per Section 45ZF of the Banking Regulation Act, 1949, no notice of the claim of any person, other than Licensee/s of a Locker, shall be receivable by Bank or shall the Bank be bound by any such notice even though expressly given to it.
- d. Even, if any notice were to be received from third parties the branch shall not be bound to take note of the same except where any decree or order, certificate or other authority from a court of competent jurisdiction relating to Locker or its contents is produced before the branch. If any decree or order, certificate or other authority from a court of competent jurisdiction relating to Locker or its contents is received by the branch, it shall take due note of such decree, order, certificate or other authority. In the latter case the nomination stands automatically superseded by a succession certificate issued by a competent court and no rights flow to the nominee from such nomination thereafter.
- e. Therefore, the claim should be settled in favour of the holder/s of the succession certificate as against the claim of nominee in case legal heirs have preferred the claim by producing the succession certificate issued by the court of competent jurisdiction.
- f. If on the death of the Licensee, both, the nominee and the legal heir holding the succession certificate, make their claims simultaneously in respect of contents of the Locker, the Bank should take note of the legal heir/s holding the succession certificate and not the nominee.

- g.** However, before allowing the nominee to take away the contents of the Locker after allowing access to him, an inventory duly attested by witnesses shall be prepared as prescribed format.
- h.** In case the locker is hired jointly with the instructions to operate it under joint signatures, the locker Licensee (s) nominates person(s), In the event of death of any of the Locker Licensee, the access of the locker and the liberty to remove the contents can be given jointly to the survivor(s) and the nominee(s).
- i.** In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given over to 'either or survivor', 'anyone or survivor' or 'former or survivor' or according to any other survivorship clause, the mandate clause shall be followed in the event of the death of one or more of the locker hirers. However, branches should take the following precautions before handing over the contents:

 - Due care and caution should be taken while establishing the identity of the survivor(s)/nominee(s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence.
 - A diligent effort should be made to find out if there is any order from a competent court restraining the bank from giving access to the locker of the deceased.
 - Concerned Officials should make it clear to the survivor(s) / nominee(s) that access to locker / safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer; 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.
- j.** Before allowing the nominee and the surviving joint Locker hirer/s an inventory of the contents of the Locker will have to be duly drawn up or as nearly as possible, which should be duly attested by two witnesses as required therein.
- k.** The nominee and/ or the surviving joint Locker hirer/s will have to acknowledge in writing of the receipt of the contents of the Locker as set out in the proforma inventory.

h. Settlement of Claims under Nomination

- a. Jointly hired Lockers:** In the case of Lockers let out jointly to more persons than one and when each of them has nominated a different person, claim form will have to be obtained from each of the nominees of the deceased joint Locker holders or duly authorized person to act on behalf of the minor nominee/s before allowing the access to the Locker / contents of Locker to the nominees of the deceased Locker hirers jointly.

b. Key of the Locker: In case the nominee is in possession of the key, he should be requested to call on the branch on a convenient day after fixing up prior appointment with the Branch Manager to remove and receive the contents of the Locker. In case the nominee is not in possession of the key, a letter from the nominee stating that he is not in possession of the key and requesting the Branch to arrange for breaking open the locker should be obtained. A suitable working date for breaking open the Locker should be fixed. Necessary charges should be collected and kept in Sundry Creditors account to be adjusted towards the actual expenses.

i. Delivery of Contents to Nominee

Branches should adopt the following procedure for allowing removal of the contents from the Locker and delivery thereof to the nominee after the claim and identity of the nominee is established.

- a. All the dues in respect of the Locker should be collected from the nominee.
- b. The Locker should be opened/broken open in the presence of the nominee/ person appointed on behalf of the minor nominee, all the survivor joint Licensee/s, if any, and two independent and respectable witness who are well known to the Bank and acceptable to the Bank as well as the Branch Manager of the Bank.
- c. An inventory of the articles as per **(Annexure-18)** should be taken by noting the details of the articles removed from the Locker. However, sealed packets found in the Locker should not to be opened.
- d. The inventory prepared as above, should be got signed by the nominee/ person appointed on behalf of the minor nominee, all of the surviving Licensees, if any, two witnesses and the Branch Manager/ Senior Officer of the Bank. Addresses of the witnesses should be obtained on the format of the inventory unflinchingly.
- e. A copy of the inventory so prepared should be delivered to such nominee or nominees and survivor hirer/s.
- f. A receipt as per **(Annexure-19)** duly stamped and signed in full settlement by the nominee/ person appointed on behalf of the nominee and all the survivor hirers, if any, as mentioned above should be obtained.
- g. The Branch should hand over the contents to the nominee / person appointed on behalf of the nominee and all the survivor hirers, if any, jointly.
- h. The Locker account should be closed observing the usual formalities.
- i. Date of delivery of contents of Locker to the nominee or the nominee and the survivor hirer/s, as the case may be, should be noted in the system, the Locker application and Locker Hirer's attendance Register.

- j. In case the nominee and the survivor/s request for a Locker, the same Locker or any other Locker (subject to availability) may be allotted by obtaining a fresh agreement and observing the usual formalities.
- k. Branches 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 article on behalf of such minor. Further, the banks shall prepare an inventory of the article 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 nominee or an individual receiving the articles, on behalf of a minor.
- l. The Branches 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.
- m. While giving access to the survivor(s)/ nominee(s) of the deceased locker hirer/ depositor of the safe custody articles, branches 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. In this regard, branch shall, however, ensure the following before giving access to the contents to nominees/ survivor:
 - I. 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;
 - II. Make diligent effort to find out whether there is any order or direction from Courts/ Forums restraining the Bank from giving access to the locker of the deceased; and
 - III. 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.
- n. In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, to facilitate access to legal heir(s)/ legal representative of the deceased locker hirer, branches should refer the provisions made in Deceased Claim Policy of the Bank.

Safe Deposit Lockers with Nomination

Locker in The name of	Operational Instruction	Situation	What is to be done
A	Self	A dies	Legal heirs of A or any of them mandated by all of them
A,B	Either or Survivor	A dies	B will be given access to the locker and liberty to remove the contents
A,B	Either or Survivor	B dies	A will be given access to the locker and liberty to remove the contents
A,B	Either or Survivor	A & B dies	Legal heirs of A and B (or any one of them mandated by all legal heirs) will be given access to the lockers and liberty to remove the contents
A,B	Jointly	A dies	B and legal heirs of A (or any of them mandated by all legal heirs) will be given access to locker and liberty to remove the contents jointly
A,B	Jointly	B dies	A and legal heirs of B (or any one of them mandate by all legal heirs) will be given access to locker and liberty to remove the contents jointly
A,B	Jointly	A & B dies	Legal heirs of A & B (or any of them mandated by all legal heirs) will be given access to locker and liberty to remove the contents

j. Access to Safe Deposit lockers / return of safe custody articles to survivor(s) /nominee(s) / legal heir(s):

For dealing with the requests from the nominee(s) of the deceased locker-Licensee/ depositors of the safe-custody articles (where such a nomination had been made) or by the survivor(s) of the deceased (where the locker / safe custody article was accessible under the survivorship clause), for access to the contents of the locker / safe custody article on the death of a locker hirer / depositor of the article, the branches are advised to adopt generally the foregoing approach, mutatis mutandis, as indicated for the deposit accounts.

k. Access to the Mandate / P-O-A Holder

After the death of a Locker Licensee, any mandate given by him to any other person to operate his/her locker, either by way of the Letter of mandate as per (Annexure-4) or by way of a power of attorney comes to an end. Hence access should not be allowed to a mandate / P-O-A holder after the death of the principal Locker Licensee.

24.2 In the case of solely allotted lockers without nomination:

Without nomination, the settlement of claim related to release of content of Safe custody in case of death of the Locker hirer, shall be governed by Deceased Claim policy of Bank. Branch should refer the same.

24.3 Delivery of Contents to legal heirs:

Branches should adopt the following procedure for allowing removal of the contents from the Locker and delivery thereof to the legal heir after his claim and identify is established.

- a. All the dues in respect of the Locker should be collected from the hirer.
- b. The Lockers should be opened/broken open in the presence of the legal heirs and in the presence of all the survivor joint hirer/s, if any, and two independent and respectable witnesses who are well known to the Bank and acceptable to the Bank.
- c. An inventory of the articles as per **Annexure-17** should be prepared in triplicate by noting the details of the articles removed from the Locker. Sealed packets found inside the Locker should also be opened.
- d. The articles listed in the inventory should be got valued by jewel appraiser.
- e. The inventory prepared as above, should be signed by the legal heir, all of the survivor Licensee, if any, and the two witnesses as well as the Branch Manager / Officers of the Bank.
- f. The articles should be sealed once again and should be kept inside the Locker along with the first copy of the inventory.
- g. The key of the Locker should be handed over to the legal heir and the surviving Licensee, if any, under their joint signatures for having received the key.
- h. Based on the valuation of the articles, the claim proposal should be submitted to the appropriate authority who has the delegated power for sanction of the claim.
- i. After sanction of the claim by the appropriate authority, a receipt as per **Annexure-19** duly stamped and signed by the legal heir and all the survivor Licensee, if any, as mentioned above should be obtained.
- j. The Branch should hand over the contents to the legal heirs and all the survivor Licensee, if any, jointly.
- k. The Locker account should be closed observing the usual formalities.
- l. In case the legal heirs and the survivors request for a Locker, the same Locker or any other Locker (subject to availability) may be allotted by obtaining a fresh agreement and observing the usual formalities.

24.4 Bank's Liability / Compensation

24.4.1 Liability of banks arising from natural calamities like earthquake, flood, thunderstorm lightning etc. or due to sole negligence of the customer.

- a. The Bank shall not be liable for any loss or damage to the contents of the locker arising from natural calamities or Acts of God like earthquake, flood, lightning and thunderstorm or any act that is attributable to the sole fault or negligence of the customer. Bank shall however, exercise appropriate care to their locker system to protect the premises from such catastrophes.

24.4.2 Liability of banks arising from events like fire, theft, burglary, dacoity, robbery, building collapse or in case of fraud committed by the employees of the bank

- a. The Bank is responsible to take all steps for the safety and security of premises in which the safe deposit vaults are housed. It has the responsibility to ensure that incidents like fire, theft/burglary/robbery, dacoity and building collapse do not occur in the banks 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 lockers. 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 respective safe deposit locker.
- b. In case of any such incident happened, branch will submit the information to its concerned Regional Office for claim submission to Insurance company to settle the eligible claims.

24.4.3 Liability in case of any other eventuality:

- a. In the event of death of a Locker Licensee as per Section 45 ZE (5) of the Banking Regulation Act, 1949, the bank may give access and liberty to remove the contents of the locker by any nominee or jointly by any nominee and survivors.
- b. Since Bank do not keep a record of the contents of the locker or of any articles removed therefrom or placed therein by the customer, they would not be under any liability to insure the contents of the locker against any risk whatsoever. Bank shall under no circumstances offer, directly or indirectly any insurance product to its locker hirers for insurance of locker contents.
- c. As per Section 45 ZE (6) of the Act no suit, prosecution or other legal proceeding shall lie against the Bank for any damage caused or likely to be caused for allowing access to any Locker and liberty to remove the contents of such Locker in pursuance to a valid nomination.
- d. the licensee agrees to indemnify and keep the Bank indemnified against any and all claims/demands made against the Bank by reason of any act or omission whether negligent or want on of any agent/ nominee of the Licensee or that of the Licensee and the Bank shall not incur any liability by virtue of their permitting such agent / nominee access to the said locker.
- e. All property received and held in the Safe Deposit Locker is subject to the general Lien of the Bank for all moneys, if any, due from the Licensee in whatever capacity or liability with the power / right to sell such property or part thereof in satisfaction of money due but not paid.

24.5 Records:

- a. Branches should invariably record the particulars of the claims received by them in the Claims Received / Settled register **(Annexure-41)**;
- b. All records relating to the claims received and settled should be preserved in the Permanent File of the branch.

24.6 Locker Hired in Joint Name:

- a. In the case of death of one or more of the joint Licensees, the survivor/s of them shall be entitled to have access to the Locker ACCORDING TO THE TERMS OF INSTRUCTIONS given to the Bank by all the hirers including the deceased Licensee, and recorded by the Bank in the life time of the deceased Licensee.
- b. However, the survivor hirer/s shall have to produce the death certificate to the satisfaction of the Bank as mentioned earlier.
- c. The heirs or the legal representatives of the deceased joint Licensee shall have no power to cancel and vary such instructions and shall not be recognized by the Bank. If the legal heirs or the Legal representatives so wish they can approach a court of competent jurisdiction and procure a stay order against allowing access to the Locker by the Bank to the survivor hirer/s. Such a stay order shall be binding on the Bank.
- d. If the instruction given to the Bank by all the hirers including the deceased hirer and recorded by the bank in the life time of the deceased hirer is to allow access to and operation of the Locker to all the hirers jointly, then the branch will not allow access to and operation of the Locker to the survivor Licensee/s. In such a case the branch should ask the survivor Licensee/s and the legal heirs of the deceased Licensee to submit a claim for settlement to the branch.

24.7 Access to take out Will/ Copy of Inventory:

- a. When a Will of the deceased hirer with/without other valuables or documents is alleged to be in the locker the branch may receive request to open it, and deliver only the Will and/or a copy of the list of inventory therein to the person/s making the request.
- b. Such a request may be put up by Legal heir/s of the deceased person or an executor for the estate of the deceased person.
- c. The branch may permit to open the Locker in such cases by obtaining necessary prior permission from its Regional Office. The branch should obtain the following papers/ items from the person making the request.
 - A written request
 - Certificate of death of the Licensee
 - Confirmation that key of the Locker is held by him
- d. After receiving permission from the Regional Office the branch may allow opening of the Locker in the presence of all his/her legal heirs, the executor (if any) and two independent and respectable witnesses.

- e. Signatures of all these persons should be obtained in the Locker Licensee's Attendance Register. The Branch Manager or another officer of the branch should open the Locker in his own presence.
- f. The branch may seek the presence and assistance of the Bank's advocate.
- g. An inventory of the articles found therein should be prepared and signed by all the person present.
- h. If the Will in question is found, it may be delivered to the Legal Heirs / executor against a proper receipt signed by him and also by all the legal heirs of the deceased individually.
- i. A copy of the Will duly authenticated by all the persons present as stated above should also be obtained.
- j. The other articles / documents should be kept in a packet along with a copy of the inventory and sealed again which should be deposited back in the locker.
- k. A copy of the inventory may also be given to the executor, if so desired by him, against acknowledgement as state above.
- l. The following records should be carefully preserved by the branch:**
 - Written request
 - Original death certificate
 - Regional Office permission
 - Copy of the will duly authenticated
 - Copy of the Inventory duly authenticated

25 Safe Custody of Articles

Bank also provides facility of Safe Custody of Documents/ Articles barring specific instruction from Government Authorities for keeping Safe Custody of documents as per the guidelines issued by them from time to time.

25.1 For safekeeping the Confidential Material / Question Paper parcels in bank's custody, branches are advised to follow the below mentioned instructions:

- a. The confidential documents should be stored in strong room under joint custody of bank officials preferably Branch manager and another officer who is custodian of the strong room/ safe.
- b. Bank official whose child/ward is appearing in the Board's examination should not be given charge of the safe keeping of the Question Papers.
- c. Official concerned should send the pictures to the Concerned Authority of the confidential material on receipt. To facilitate handling and safe storage of confidential documents and

canvas bags and to maintain strict confidentiality, branches are requested to abide by the guidelines / steps given by the concerned authorities.

- d. Bank Official should video record the process of taking custody of the documents/ articles, sealing / locking, create proper record and maintain it for any eventually.
- e. No liberty should be granted to access the safe custody to any person except the authorized persons(s).
- f. The Confidential Documents should be handed over only to the authorized person or as per the written instructions issued by the concerned authorities. No negligence should be made while handing over the confidential documents to the concerned authority. Photograph of the sealed packets shall be taken also at the time delivering back to the center superintendent.
- g. Branch official should maintain proper record of receipt of the confidential documents and its dispatch to the concerned authority.
- h. The Custodian Branch should take all precautionary measures to maintain the safety and security of the Confidential Documents kept in the Safe Custody.
- i. The Custodian Branch shall extend all the possible facility to the concerned authority as and when need arises.
- j. The Custodian Branch officials should adhere to the instructions issued by concerned authority.
- k. In no manner, branch official shall refuse to accept the storage of Confidential Documents, if found in order.
- l. There may be a possibility that the custodian branch officials need to come to the office to extend support and services on holidays even if there is a lock out and strike etc.
- m. The Custodian Branch officials are requested to adhere to the instructions issued by the Concerned Authorities from time to time.

26 Procurement of Safe Deposit Locker for Branches:

The procurement process of SDV Lockers is to be done by Corporate Services Department at Head Office only. Regional Offices shall submit their request along with the recommendation for providing Lockers Cabinets to any branch under their jurisdiction after analyzing the scope and requirement of lockers.

27 Proper assessment of locker requirement by Branch/ Regional Office:

- a. Branch/ Regional Office shall take necessary steps to ensure that the area in which the locker facility is housed properly secured to prevent criminal break-ins. The risk of accessibility of an allotted locker from any side without involvement of the locker-hirer concerned may be assessed and kept on record. Branches/Offices shall have a single

defined point of entry and exist 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 risk of the area should also be assessed and minimized. The branch/ Regional Office, shall conduct necessary engineering/ safety verification regularly to identify the risks and carry out necessary rectification.

- b.** The area housing the lockers should remain adequately guarded at all time. The branches/ office shall install Access Control System, if required as per the risk assessment, which would restrict any unauthorized entry and create digital record of access to locker room with time log. As per their internal security policy, The bank may cover the entry and exist of the strong room and the common areas of operation under CCTV camera and preserve its recording for a period of not less than 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 notices/observed, the bank/branch/office shall preserve the CCTV recording till the police investigation is completed and the dispute is settled.
- c.** Branch should explore the potential available for locker facility to the branch and accordingly access the nature of locker requirement before sending the proposal to Regional Office.
- d.** The proposal for requirement locker should clearly mention about availability/ non availability of strong room at the branch. In case of owned premises, specific portion of the premises that can be made available for converting into strong room for locker facility. In case of rented/ leased premises, readiness/consent of the landlord for making / constructing the strong room as per the bank's requirement and period required to complete the construction work etc.
- e.** Before providing locker units to the branch, Regional Office should ensure availability of Strong Room at the Branch, evaluate potential for locker let-out/licensing i.e. number of lockers units, size of locker units, accordingly request is to be submitted to Corporate Services Department at Head Office.
- f.** Before submitting request to Head Office, Regional Office should explore possibility of shifting of vacant lockers from less-potential branches having locker facility in the ROne to nearby branches where there is requirement of lockers, after doing cost benefit analysis as per Bank's guidelines. Proper entries towards shifting/installation of locker machines shall be made in CBS at the source branch and destination branch.
- g.** Branches should identify locker cabinets with a lesser number of allotted locker in order to shift to other potential branches.
- h.** Branches should contact customers urgently for reallocation of locker units in the branch from the cabinets which have been identified for shifting to other branches.

28 Maintenance of Locker Room and Facilities to Customers

Safe Deposit Vault Locker rooms should be maintained in neat and tidy condition. It should be properly cleaned periodically. Old Records or unserviceable OFF items should not be stored in the SDV locker rooms. Wherever the vault room is carpeted, the carpet should be disinfected periodically. Proper pest control treatment should be done in Locker room periodically. In the normal course, SDV vaults cannot attract termite infection from within the surface of the vault. However, such infection normally comes through the infected wooden box or documents kept by the locker holders. In view of this, branches should create awareness among customers to thoroughly examine all items before keeping them inside the lockers. Items having traces of termite infection should not be kept inside the vault.

The following basic facilities should be provided in the safe deposit vault:

- Full Sized Mirror
- A small working table
- A proper ladder for operating the lockers on the upper bay.
- Proper Lighting and fan.
- Switch for calling bell

29 Marketing/Publicity/Visibility of Locker facility

- a. A display board in Hindi, English & Local language conveying availability of lockers may be placed at a place which will have attention and visibility. Bank's locker policy, Model locker agreement with all the Terms & Condition and SOP on various aspects on the bank web-site to be displayed.
- b. A campaign for letting out lockers in the nearby residential colonies should be carried out.
- c. **Display of name of branches on our website having Lockers:** Names of those branches will be displayed where locker facility is available.
- d. Since customers are approaching our branches after seeing the vacant lockers on our website. The number of vacant locker available as per CBS should always tally with locker physically available.

30 Approach & methodology for Shifting of Locker Cabinets:

30.1 Pre Shifting Preparation:

- a. Closing branch team to ensure that all occupied & vacant lockers are identified & tallied in CBS.

- b. To check that all keys to the Vacant/unoccupied lockers are available and duly counted as per the combination sheet.
- c. If any indent for new locker cabinets is there (at any of the Retaining/Merging branches) then the feasibility to go ahead with the same to be checked.
- d. Security officer at RO to check that all the locker cabinets get accommodated in the retained branch as per prevailing security guidelines. Certificate to this effect will be given by security officer to the retained branch & RO.
- e. RO to ensure arrangement of external vendors for movement of lockers, with all the security in place.
- f. External vendor to visit the closing and retained branch and provide the way forward for carrying out the shifting.
- g. As per the plan submitted by the external vendor in concurrence with the security officer, date for shifting to be decided.
- h. In the event of merger/closure/shifting of branch warranting physical relocation of the lockers, the bank/branch/office 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.
- i. In case of unplanned shifting due to natural calamities or any other such emergency situation, bank/branch/Regional Office shall make efforts to intimate their customers suitably at the earliest.
- j. Notice of shifting of lockers to all the locker holders, to be sent by 'Registered Post Acknowledgement Due'. Copy of the notice served and proof of delivery should be preserved by the Branch in safe custody. The same notice to be displayed in branch premises also. Newspaper notice is also to be given in local newspaper.
- k. Closing/Merging branch to address customers' query on sifting and guide them accordingly. If customers choose to surrender the locker, then the same to be completed as per prevailing guidelines.
- l. Communication through other channels such as SMS on the registered mobile number and mail communication on the registered email id to be done.
- m. Closing branch to ensure that Locker files containing KYC documents and signature cards of Licensee and agreement copy of lockers is tallied with the occupied lockers.
- n. Closing branch to collect the details of break open lockers in the past and where about of items found in those lockers.

- o. Closing branch to ensure that insurance for the locker cabinets and AMC is in force. Transit insurance clause to be checked. If not there, then observations of security officer to be taken.
- p. Intimation to the insurance company and AMC vendor to be given for location change of cabinets.
- q. As per submission from external vendor, closing branch and retained branch, with the help of Regional Office team to ensure that the required arrangement are made at both the branches for movement of lockers cabinets with proper security arrangements.
- r. Closing branch and retained branch manager along with security officer posted at RO to jointly review all above steps to fix the gaps if any under the guidance of RO.

30.2 Readiness Check before Shifting Date:

- a. Certificate from the security officer collected for accommodation of the cabinets at the retained branch strong-room.
- b. Intimation to be sent to Locker holder (Annexure-42)
- c. Keys of all the unoccupied lockers checked, collected and tallied with the combination sheet provided by the vendor.
- d. KYC & Agreement file, Signature cards for all the existing locker holder and locker movement register (as per the prevailing guidelines) is collected and certificate in this effect is signed by BM of Retained & Merged branches.
- e. Date of shifting intimation will be given to security agency, insurance company and AMC vendor.
- f. All arrangements as suggested by the external vendor for shifting are kept ready.

30.3 On Shifting Date

- a. External vendor to get on the job of shifting with trained and proficient team, vehicle and other equipment's required for shifting of locker cabinets.
- b. Security officer from Regional Office to observe the shifting process.
- c. Once shifting of cabinet is completed closing branch to hand over the keys pouches, files and other related documents to retained branch. Key pouches of locks of vacant lockers and files should be sealed and stamped by closing branch.

30.4 Actions Post Shifting

- a. A certificate regarding hand over and takeover of locker cabinets along with all the keys, files and other related documents to be signed by both the branch heads (Retained / Merged) and will submit to the Regional Office after completion of the shifting process.
- b. RO to send a consolidated report to Corporate Service Department, Head Office, on monthly basis on account of locker shifting from rationalized branches.

30.5 Certificates Required

SN	Name of Certificate	Particulars of the Certificate
i	Security Compliance Certificate	From Security officer (RO) for retained branch, to accommodate additional lockers
ii	Hand over and Take over certificate	Under signature of concerned branch heads mentioning that locker cabinets along with all the keys (master and keys to unoccupied lockers), KYC of Licensee & Agreement files and other related documents like Locker movement registers are handed over / taken over.
iii	Certificates of transferring Security items/ valuables / other items	All the valuables / security items / items from break open lockers etc. are handed over to retained branch with their details
iv	Certificate for confirmation for Updation of address of the retained branch	Address of the retained branch to be updated with all the concerned stake holders like AMC vendor insurance company etc.

31 Suggestions for the field functionaries:

The important guidelines / suggestions for effective use of lockers by the Branches:

- 31.1 Branch should invariably maintain a locker register and locker key register and the same shall be constantly updated in case of any change in allotment.
- 31.2 Availability of vacant lockers should be brought to the notice of customers and to the public by prominently displaying banners / posters in the customer lounge area of the branch.
- 31.3 Branch should maintain waiting list of prospective Licensees with their name, address, telephone number and date of request.

- 31.4 Keeping of lockers reserved in the hope of getting potential business client should be avoided & should be hired out as and when request is received.
- 31.5 There are some areas where the demand for lockers is dependent on the size of the locker units. A proper survey should be done before placing an intent for lockers so that vacancy position will not be there on account of size of the locker units in demand.
- 31.6 In case of branches without sufficient demand for lockers, immediate steps to be taken to shift the locker units to the nearby branches where there is demand for the locker units.
- 31.7 Branch shall additionally maintain a record of access to the lockers, containing details of all the parties who has accessed the lockers and the date and time on which they were opened and closed.
- 31.8 Proper follow up of fees/ charges recovery is one of the very vital areas to stop leakage of income. On the due date, personal contact, due notice followed by reminders at regular intervals would help in recovery of locker fees.
- 31.9 No operation of locker/s should be allowed if fee is in arrears, and till the overdue fees is fully cleared.
- 31.10 Where locker fee is in arrears, stickers bearing "Fee Overdue" should be pasted on the said lockers, so that, in case of any operation by the locker holder, attention is drawn on immediate recovery of the overdue before allowing operations.
- 31.11 Where locker fee/charges are in arrears, for more than a year, personal visits and enquiries should be made to persuade the locker holder to clear the arrears of Fees. Similarly, if the client has shifted his residence, the correct address be updated and followed up for recovery of fee arrears.
- 31.12 If the client is still residing at the place and if the customer is available at the given address, check whether he wants to continue the locker facility.
- 31.13 If the address of the client is not traceable, the process to break open the locker should be initiated as per procedure so that the same can be allotted to another needy customer.
- 31.14 Regular monthly position of lockers hired out/vacant lockers as well as fees/charges arrears should be available at the Regional Office, so that, timely intervention for effectivelyimproving Locker business can be made.
- 31.15 ROnal Managers during their branch visits should guide the branches on the ways & means for letting out lockers and recovery of locker fee/charges in arrears & monitor on monthly basis the progress made by the branches till nil pendency is achieved.
- 31.16 Obtaining & noting of standing instructions for debiting lockers Fees on the due date from the customers is compulsory and will help in reduction of locker fees/ charges in arrears.

- 31.17 Copy of Agreement/Memorandum of Letting of Safe Deposit Vault/ Locker (Annexure-2) should be given to the customer at the time of allotment of the locker so that they are intimated of their rights and responsibilities.
- 31.18 ROnal Managers/ Deputy ROnal Managers during their branch visits should specifically verify the position of vacant lockers and arrears of Fees to be collected on lockers. The branches be also guided on the fuller utilization of lockers made available for enhancing business growth and quick recovery of locker fee/charges in arrears. The progress made by the branches may also be monitored every month, to derive optimum efficiency and recovery of all arrears.
- 31.19 While renewal / allotment of locker agreement, it must be ensured that the new agreement (Annexure-2) is obtained invariably.
- 31.20 It is mandatory to control the operation of locker through CBS to have proper record of number of time the locker operated during the year, so that, additional usage of locker facility is charged appropriately.

32 Customer Guidance and Publicity:

- 32.1 The Bank shall display the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on lockers on the website and /or at branches, where locker facility is being provided for public viewing. The bank shall ensure that the customers are made aware of the Bank's terms and conditions to avail those facilities.
- 32.2 Bank shall display updated information on all kinds of charges for safe deposit lockers and safe custody articles on their website.
- 32.3 Bank shall place on their 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. Further, a printed copy of the same shall also be given to the nominee(s)/survivor(s)/legal heir(s)

33 Inventory Management in CBS (Centralized Master Cabinet/Locker Creation):

- a. SDL Administration menu is now available for Corporate Services Department, Head Office Only.
- b. Locker and cabinet - creation/amendment/deletion is available at HO Only.
- c. For all other branches, enquiry option is available. If branch tries to create/amend/delete the locker and cabinet then error message will appear.
- d. Locker and cabinet create/amend/delete/enquire screen is available including new field – branch Code. Users required to enter correct branch code in branch number field so that locker and cabinet creation/amend/deletion can be done for said branch only.

For Addition of Cabinet and Lockers in CBS, RO will submit following information to GAD Dept. Head Office.

- Cabinet ID with master Key ID
- List of all lockers with their **1) Cabinet ID** (same for all lockers in a cabinet) **2) Locker IDs with Key ID** **3) Locker Size (Type)** of all lockers.
- Branch Details - Name of Branch and Code.

For Deletion of Cabinet and Locker Inventory in CBS in case of shifting from one branch to another, RO has to provide following information.

- All Lockers in Cabinet should be vacant.
- CABINET ID & LOCKER ID of existing lockers.
- Existing Branch Details - Name of Branch and Code.

The branch will submit request to its Regional Office and Regional Office will further submit request to GAD Department, Head Office.

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List of various format related to SDV Lockers.		
Sr. no.	Annexure no.	Particulars of Annexure
1	Annexure-1	Application
2	Annexure-2	Locker Agreement
3	Annexure-2A	Letter to be obtained from existing locker holder along with Locker Agreement.
4	Annexure-3	Special Power Of Attorney
5	Annexure-4	Letter of Authority for operation purpose
6	Annexure-5	Confirmation of Registration / Cancellation of letter of Mandate by the hirer
7	Annexure-6	Locker Holder's visit register
8	Annexure-7	Locker rent/ Charges
9	Annexure-8	Lien on security deposit
10	Annexure-9	Format "Termination Notice"
11	Annexure-10	Format "Break Open Notice"
12	Annexure-11	Checklist for Break open of Locker
13	Annexure-12	Proposal seeking permission for break open of locker/s.
14	Annexure-13	Public Notice
15	Annexure-14	"Auction Notice" - Intimation after break open of locker
16	Annexure-15	Specimen of notice to be sent / published after Breaking Open of Locker in case of Overdue License fees under head of the branch
17	Annexure-16	Letter of Discharge from Licensee when SDV/Locker is break open
18	Annexure-17	With Respect To Drilling Open The Bank's Safe Deposit Locker Of The Deceased Without Production Of Key
19	Annexure-18	Proforma of Inventory made / prepared on Break Open the SDV/Locker
20	Annexure-19	Acknowledgement of Receipt of Contents of Locker by Claimant
21	Annexure-20	Intimation To Regional Office After Break Open SDV/Locker
22	Annexure-21	Application for Break-Open of locker in case of loss of key by locker holder
23	Annexure-22	Inventory made / prepared on Finding Unclaimed Articles in the SDV/Locker Room
24	Annexure-23	Notice of SDV/Locker Holder/s for unclaimed article found in the SDV/Locker Room
25	Annexure-24	Public Notice to be displayed on the branch notice board for unclaimed articles found in SDV/Locker room
26	Annexure-25	Application for claiming articles.
27	Annexure-26	Indemnity Agreement For Claiming The Articles Left In The SDV/Locker Room By The Licensee/S

28	Annexure-27	Claim Processing Note
29	Annexure-28	Stamped Acknowledgement Of Unclaimed Articles
30	Annexure-29	Check List Relating To Nomination
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40	Annexure-39	Draft of the Claim Format in which the Nominee will apply to the back to recognize his claim to the deposit/ articles in safe custody/safety locker.
41	Annexure-40	Form of Inventory of Contents of Safety Locker Hired from Banking Company (to be used where there is nomination or survivorship clause)
42	Annexure-41	Register for Receipt and Settlement of Claims
43	Annexure-42	Shifting of Safe Deposit Vault / Locker on account of change of place of business.

XXXX



Date	
Branch	
Telephone	

Application for Safe Deposit Vault (SDV) / Locker

Dear Sir/Madam,

I/We request you to kindly allot me/us a SDV / Locker in your branch.

Full Name/s (in Block Letters)	Occupation	Date of Birth	Address of First Applicant

Full Name/s (in Block Letters)	Mobile No.	Telephone No.	E-mail ID

Type/ Size of SDV/Locker	
Period of Hiring	
Operational Instructions	

- I/We hereby authorize you to collect the advance annual rent on the SDV/Locker allotted to me from my/our account every year till I/We surrender the SDV/Locker.
- I/We agree to be bound by the Bank's Rules and Regulations governing SDV/Lockers from time to time.
- As security for payment of rentals of the SDV/Lockers that may become due to the bank as well as other costs, charges and as a security for the return of the key of the SDV/Locker on termination of the agreement for SDV/Locker hiring. I/We hereby create a lien/charge in favour of the Bank on the following deposits.

Security Deposit No.	Name/s of the Depositor/s	Date of Opening	Maturity Date	Period	Rate of Interest	Principal (In Rs.)

- I/We enclose the above deposit receipt duly discharged by me/us to be held by the bank as security deposit for the purpose mentioned above.

5. I/We irrevocably authorize the bank to appropriate the balance in the above deposit account for the payment of rentals, other costs, expenses, charges of the SDV/Lockers incurred by the bank on break opening of my SDV/Locker even before the maturity of the deposit.
6. If the said deposit is renewed by me/us or by the bank on the due date, the deposit so renewed shall be held by the bank as continuing security.
7. I/We hereby undertake not to call back the deposit until my liability to the bank on account of my/our SDV/Locker stand fully paid/adjusted by me/us and the key of the SDV/Locker is returned by me/us to you.

Yours faithfully

Signature of the Applicant/s

Date:

Place:

For Branch Use

SDV/Locker No.		SDV/Locker Key No.		SDV/Locker Ledger Folio	
Annual Rent	Rs.	Security Deposit No		Security Deposit Amount	
Nomination Form submitted	Yes/No	Nomination Registration No.		Nomination Registration Date	

Certified that the lien has been noted in the master folio/ledger of the deposit account and to the deposit receipt.

Officer-in-charge

Branch Manager

Acknowledgment from the SDV/Locker Holder/s

I/We acknowledge having received from Maharashtra Gramin Bank Branch, the key of the SDV/Locker no. to safe condition along with empty possession of the SDV/Locker. The undersigned agrees that SDV/Locker is hired subject to the Bank's Rules and Regulations as set out in the Agreement for hiring out SDV/Locker.

Date:

Signature of the Locker Holder/s

SAFE DEPOSIT LOCKER AGREEMENT

[To be stamped as an Agreement]

This Agreement (hereinafter referred to as the "Agreement") made on this _____ day of _____ Two thousand and _____ at _____

BETWEEN

1. Mr. / Ms. _____ Adult, occupation: _____, residing at _____

And

2. Mr. / Ms. _____ Adult, occupation: _____, residing at _____

Or

Mr. / Ms. _____ Adult, occupation: _____, residing at _____ and Carrying on business at _____ as sole proprietor/proprietress under the firm name and style of Messrs _____

Or

1. Mr. / Ms. _____ Adult, occupation: _____, residing at _____

2. Mr. / Ms. _____ Adult, occupation: _____, residing at _____

3. Mr. / Ms. _____ Adult, occupation: _____, residing at _____

4. Mr. /Ms. _____ Adult, occupation: _____, residing at _____

All carrying business in partnership under Indian Partnership Act, 1932 under the firm name and style of _____ Having its Registered Office at _____

Or

_____ a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008 and having its registered office at _____

Or

_____ Limited, a company registered under the Companies Act, 1913/1956/2013, and having its registered office at _____

Or

_____ a society/association registered under the Societies Registration Act _____ or _____/Co-operative Societies Act _____, and having its registered office at _____

Or

Mr. /Ms. _____ adult for self and as the Karta of Hindu Undivided Family (HUF) carrying on business in the name and style of _____ at _____

Or

_____ Trust, a Trust registered under the Indian Trust Act, 1882/ Bombay Public Trust Act and having its office at _____

(****Retain whichever is applicable)

(hereinafter referred to as the “Customer”, which expression unless repugnant to the context or meaning thereof shall include one or more than one of Customers and his/ her/its heirs, executors, administrators, representatives, liquidators, successors and permitted assigns / present or future partners of the partnership firm and each of their respective heirs, executors administrators, representatives, successors and permitted assigns.

AND

Maharashtra Gramin Bank, a Body Corporate constituted under Regional Rural Bank Act, 1976 and having its Head Office at Golwadi Village, Growth Centre, Waluj Mahanagar-IV, Aurangabad – 431 010 and a branch office at _____ hereinafter called the '**Bank**' (which expression shall include its successors and assigns)

(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 to the Customer as a licensee, the licence 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:
 - (a) Personal and for the Customer’s own use and not for the use of any person other than the Customer;
 - (b) Non- transferable;
 - (c) Only for legitimate purposes such as storing of valuables like jewelry and documents but not for storing any cash or currency;
 - (d) Not for storing:
 - (i) arms, weapons, explosives, drugs and/ or any contraband material; and/ or
 - (ii) any perishable material and/ or radioactive material and/ or any illegal substance; and/or
 - (iii) 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 in 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:

- (a) 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;
- (b) After the Customer entering the details of such operation in the Bank's records in the form and manner as stipulated by the Bank; and
- (c) 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

2.1 The Customer shall:

- (a) Use the Locker only for the purpose for which it is provided and in accordance with applicable law and regulations;
- (b) Abide by rules and regulations for locker operation as the Bank may from time to time adopt;
- (c) Keep the key, password or any other identification mechanism provided by the Bank for opening of 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 unauthorized use of the Locker;
- (d) Operate the Locker only using the key, password or any other identification mechanism provided by the Bank and not otherwise;
- (e) Not to temper with or make a copy of key or any other identification mechanism provided by the Bank for operation of the Locker;
- (f) 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;
- (g) 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;

- (h) Pay to the Bank 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.
- (i) 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.

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 to the debit of the Customer's account, in the event the same is not paid by the Customer, when due; and
- (b) Refuse access to the Locker-
 - (i) In case the rent due on the Locker remains unpaid; and
 - (ii) Customer fails to provide proof of identity when demanded by the Bank, at the time of seeking access to the Locker.

3.2 Termination of License

3.2.1 The Bank shall have, in the event of the Customer's breach of 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 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) ("**Termination Notice**").

3.2.2 Upon receipt of the Termination Notice, the Customer shall forthwith and before the end of the notice period stipulated under the Termination Notice surrender and vacate 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-

- (a) 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;
 - (b) The Rent remains unpaid for 3 (three) consecutive years; and
 - (c) The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7 (seven) years or more; and the Customer cannot be located by the Bank.
- 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 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) 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 2 (two) officers 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 Valuer 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 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 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 for in any case for deterioration or damage to the contents of the Locker whether caused by rain, fire, flood, earthquake, lighting, civil disturbance or commotion, riot or war or in the event of any terrorist attack or by any other similar cause(s).

4.2 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.

4.3 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.

4.4 Regardless of the above, the Bank's liability on the Locker shall always be subject to limitation under the applicable law and regulation.

4.4 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.

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 Branch is situated or in the jurisdiction of which the Bank falls).

SCHEDULE

Place:		Date:
1. PARTIED TO THIS AGREEMENT		
1(A)	THE BANK	Maharashtra Gramin Bank, a Body Corporate constituted under Regional Rural Bank Act, 1976 and operating in these presents through its branch as stated below
	BRANCH	
1(B)	THE CUSTOMER	NAME AND ADDRESS:
		1Name: Address: Email ID: Telephone Number: Mobile Number:
		2Name: Address: Email ID: Telephone Number: Mobile Number:
		3Name: Address: Email ID: Telephone Number: Mobile Number:
2	DESCRIPTION OF LOCKER	LOCKER NUMBER: KEY NUMBER:
3	LOCKER RENT PER YEAR	Rs. (in figures): _____ Rupees (in words): _____ (As may be revised from time to time) (Payable in advance)
4	PERIOD OF LICENCE	1 (One) year from the date of this Agreement which at the end of such one year shall stand automatically extended for a further period of 1 (one) year every time unless terminated in terms hereof.
5	OPERATING MANDATE	
6	ANY OTHER TERM	

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

For the Customer			
	1	2	3
Signature			
Name			

Designation/ Capacity*			

(*in case where the Customer is non individual/ not signing in person)

Signed on behalf of

MAHARASHTRA GRAMIN BANK

Authorized Signatory
(Name and Designation)

Letter to be obtained from the existing Locker Holders

Place:

Date:

To,
The Branch Manager,
Maharashtra Gramin Bank,
_____Branch.

Dear Sir/ Madam,

Subject: Safe Deposit Locker no. _____

1. I/We have been granted by you the subject facility in terms of the agreement dated _____ (DD/MM/YYYY) executed by me/ us ("Earlier Agreement")
2. In this connection, I/ We enclose herewith and tender to you a new safe deposit locker agreement (as required under the circular dated August 18, 2021, issued by Reserve Bank of India bearing number RBI/2021-22/86 DOR.LEG.REC/40/09.07.005/2021-22, titles Safe Deposit Locker/ Safe custody Article Facility provided by the banks – Revised Instructions, as may be amended, modified, replaced and/ or supplemented from time to time) executed by me/ us ("**New Agreement**") in substitution and / or replacement of Earlier Agreement.
3. I/ We also expressly understand, acknowledge and agree in this connection that terms and conditions as stated in the New Agreement shall henceforth apply to the subject facility and the New Agreement prevail over the Earlier Agreement in its entirety.

Yours faithfully,

	1	2	3
Signature			
Name			
Designation/ Capacity*			

(*in case where the Customer is non individual/ not signing in person)

Enclosure: New Agreement as above.

Annexure-3

To be stamped as per State Law(s)

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I Shri / Smt / Kum..... (name of the executant i.e. the Safe Deposit Locker holder of Maharashtra Gramin Bank), hereinafter called the 'Principal', son / daughter / wife of..... at present residing at (address) DO HEREBY APPOINT AND CONSTITUTE Shri / Smt / Kum /Son/ Wife/ Daughter thereinafter called the 'Agent' who has subscribed his/her signature hereunder in token of identification) and at present residing of, as my true and lawful Attorney in my name and on my behalf to do any or all of the following acts, deeds and things namely:

1. To operate my Safe Deposit Locker number..... maintained at.....() branch, (branch code) Maharashtra Gramin Bank.
2. To do all such acts, deeds and things as may be necessary for or incidental in respect of the aforesaid.

Subject to following

1. The 'Agent' is not permitted to surrender the 'Safe Deposit Locker. The Agent shall, while acting under this Special Power of Attorney, ensure that it acts in accordance with laws, regulations, instructions and directions issued by Reserve Bank of India, the Government of India, Maharashtra Gramin Bank or any other body empowered to do so.
2. The Principal hereby agrees and undertakes to ratify and confirm all acts that may be done by the Agent pursuant to this Special Power of Attorney.
3. The Principal also undertakes to keep the Maharashtra Gramin Bank fully indemnified at all times from and against any loss, damage, harm suffered by / caused to it as a result of relying upon this Special Power of Attorney, including any expenses incurred by the Bank as costs in defending any claims / disputes against the Bank, arising out of the same.

Official Valid Document (OVD): Passport / Driving License / PAN/ Voter ID Card/ NREGA Card / Aadhar Card of 'Agent' (Please mention and enclose photocopy of the OVD of the Agent. The same should be attested by the Agent and then by the Principal):-

(Specimen Signature of Agent)

In Witness whereof, I _____ have hereunto
_____ set and subscribed my hands at _____

Signature of Locker Holder / Principal

In the presence of (witnesses)

1. _____
(Complete Name and Address, Signature and Date)

2. _____
(Complete Name and Address, Signature and Date)

Annexure-4

LETTER OF AUTHORITY

From

.....
.....

To,

Maharashtra Gramin Bank,
..... Branch

Dear Sir/Madam,

Sub: SDV/Locker No..... allotted to me/us by your Bank.

I/We hereby confirm having authorized Mr/Ms/Ms.
..... (Give full address) to operate upon said
SDV/Locker and to keep/deposit the things/articles and/r to remove/clear the contents
thereof. His/her specimen signature is affixed herein below and is duly attested by me/
us. I/We request you to register this letter with you and permit the said Mr/Ms/Ms.....
..... to operate the SDV/Locker for and on my/our behalf.

Yours faithfully,

Place :.....
Date.....

SDV/Locker Licensee

.....
Signature of Authorized Person

.....
Signature of the Authorized Person

.....
Signature of the Authorized Person attested by Licensee/s

Ref.

Date:

Annexure-5

To,

.....
.....

Dear Sir / Madam,

Sub: Confirmation of registration of Letter of Mandate by the hirer.

We acknowledge the receipt of Letter of Mandate from.....
(name's of the SDV/Locker Licensee) being the Licensee/s of SDV/Locker
No.....authorizing (Name of the mandate
holder) to operate his/her/their SDV/Locker. The letter of mandate has been registered
in the records of the branch.

Yours faithfully

Branch Manager

.....

Sub: Confirmation of cancellation of Letter of Mandate by the hirer

We acknowledge the receipt of Letter of Cancellation of Mandate dated.....
from (name/s of the SDV/Locker
licensee/s) being the licensee/s of SDV / Locker no..... cancelling the
mandate granted by them in favour of..... (Name of the mandate holder)
to operate his/her/their SDV/Locker. The letter of cancellation of mandate has been
registered in the records of the branch.

Yours faithfully

Branch Manager

Name, Address, Contact No. Email of the Branch/Office

Annexure-6

SN	Type of Locker	Rent and Security Deposit
A	Type A	1. Security Deposit: Rs. 10000/- 2. Rent: Metro/Urban/SU: Rs. 1800/- p.a. Rural: Rs. 1200/-p.a.
	Type B	1. Security Deposit: Rs. 10000/- 2. Rent: Metro/Urban/SU: Rs. 2000/-p.a. Rural: Rs. 1200/-p.a.
	Type C	1. Security Deposit: Rs. 12000/- 2. Rent: Metro/Urban/SU: Rs. 3600/-p.a. Rural: Rs. 2400/-p.a.
	Type D	1. Security Deposit: Rs. 25000/- 2. Rent: Metro/Urban/SU: Rs. 3600/-p.a. Rural: Rs. 3600/-p.a.
	Type E	1. Security Deposit: Rs. 25000/- 2. Rent: Metro/Urban/SU: Rs. 3600/-p.a. Rural: Rs. 3600/-p.a.
	Type H1	1. Security Deposit: Rs. 25000/- 2. Rent: Metro/Urban/SU: Rs. 4000/-p.a. Rural: Rs. 2700/-p.a.
	Type F	1. Security Deposit: Rs. 25000/- 2. Rent: Metro/Urban/SU: Rs. 5000/-p.a. Rural: Rs. 4000/-p.a.
	Type G	1. Security Deposit: Rs. 25000/- 2. Rent: Metro/Urban/SU: Rs. 5000/-p.a. Rural: Rs. 4000/-p.a.
	Type H	1. Security Deposit: Rs. 25000/- 2. Rent: Metro/Urban/SU: Rs. 6000/-p.a. Rural: Rs. 5000/-p.a.

	Type L	1. Security Deposit: Rs. 50000/- 2. Rent: Metro/Urban/SU: Rs. 10000/-p.a. Rural: Rs. 8000/-p.a.
	Type K	1. Security Deposit: Rs. 50000/- 2. Rent: Metro/Urban/SU: Rs. 10000/-p.a. Rural: Rs. 8000/-p.a.
C	Registration fee	NIL
D	Visit	12 visits per year free. Thereafter : Rs.100/- + GST per visit
E	Loss of Keys	Actual expenses incurred towards replacement of keys + Rs 2000/- towards administrative cost.
F	Staff Concession	i) 25 % concession in locker rent in one locker of any type. ii) Security deposit for staff & ex-staff is applicable as per locker type. The facility is for one locker in name of staff & ex-staff only (incl. joint a/c).
G	Penalty for Rent in Arrears	3% p.m. on the amount of locker arrears (also applicable for staff)

XXXXX

LETTER OF LIEN ON SECURITY DEPOSIT

From

..... (Name of Licensee)

.....

.....(Address of Licensee)

To:

Branch Manager,
Maharashtra Gramin Bank
..... Branch

Dear Sir/Madam,

Sub: SDV/Locker No..... allotted to me/us by your Bank.

I/We request you kindly to hire out a SDV/Locker to me/us as applied by my/our application. I/We undertake to pay the fees of the SDV/Locker from time to time at the rates prescribed by the bank. I also undertake to abide by the other terms and conditions stipulated by the bank in this regard from time to time.

As security for the repayment of fees of the SDV/Locker that may become due to the bank as well as other costs, charges and as a security for the return of the key of the SDV/Locker on termination of the agreement for SDV/Locker hiring. I/We here by create a lien/charge in favour of the banks on the following deposit/s.

Deposit Account No.	
Name of the Depositor	
Date of opening of the Deposit account	
Date of maturity of the deposit	
Period of Deposit	
Rate of Interest	
Principle amount of the deposit	

I/We enclosed the above deposit receipt duly discharges by me/us to be held by the Bank as security deposit for the purpose mentioned above.

I/We irrevocably authorize the bank to appropriate the balance in the above deposit account or the payment of fees of the SDV/Locker to be allotted to me, or towards other costs expenses charges to be incurred by the bank on break opening of my SDV/Locker, even before the maturity of the deposit.

If the said deposit is renewed by me/us or by the bank on the due date, the deposit so renewed shall be held by the bank as continuing security.

I hereby declare that the said deposit has not been encumbered or assigned or pledged and is/are free from all encumbrances.

I hereby undertake not to call back the deposit until my liability to the bank on account of my SDV/Locker stand fully paid/adjusted by me.

Yours faithfully

Place:.....

Date:.....

SDV/Locker Licensee

.....

For Branch Use

SDV/Locker No.	
Date of License	
Name of the SDV/Locker Licensee	
Annual license fee of the SDV/Locker	
Amount of Security Deposit	

Certified that lien has been noted in the system on the deposit account and in the deposit receipt.

Branch Manager

<<Branch Letter Head>>

Ref. No.

Date:

“Termination Notice”

To,

Dear Sir/Madam,

Ref: Locker No..... Licensed to you in our _____ Branch

We thank you for availing locker facility with us and hope that you must have experienced satisfaction in locker facility with our bank. It is noticed that you are not operating your locker in a proper manner as per our license agreement.

In this regard, this is to inform that due to the following reason/s, bank may initiate the process of termination of License Agreement.

1. In case of non-recovery of the rent and any other cost incurred by the bank in relation to the locker and the same is not paid by you.
2. In case you fail to provide proof of identity when demanded by the bank at the time of seeking access to the locker.

In view of point no. 1 above, we shall be glad to receive sum of the locker rent and other charges (if any) of Rs. _____ (in words) _____.

OR/AND

In view of point no. 2 above, we request you to provide latest KYC documents to the bank at the time of seeking access to the locker.

We hereby request you to pay the rent amount as above / submit your KYC documents within 3 (three) months of time from receipt of this notice. Failing which we have to initiate further process of recovery and terminate the existing locker agreement. Also, no access shall be allowed to you for locker operation.

We look forward for your co-operation.

Yours faithfully

Branch Manager

Branch Letter Head

Ref. No.

Date:

“Break Open Notice”

To

Dear Sir/madam,

Ref:Locker No..... Licensed to you in our _____Branch

We would like to remind you of our “Termination Notice” vide our letter no. _____ dated _____. As mentioned therein, we requested you to pay overdue locker rent of your above-mentioned SDV/Locker by(DD/MM/YYYY).

We regret to observe that in spite of our “Termination Notice”, The rent of your above noted locker is unpaid OR you have not provided valid proof of your identity when demanded by the bank at the time of seeking access to the locker.

We do also hereby call upon you to pay the license fee amounting to Rs. ----- due from you and renew the license period in respect of the aforesaid locker or surrender the said locker/safe and hand over its key to us with vacant possession within 3 (Three) months from the date of receipt of this notice. Failure to do so, will constrain us to break open the locker/safe on -----(Date & Time) at your cost and remove the contents, if any there from, and cancel the license to get back the possession of the locker licensed to you, by exercising powers in terms of the Agreement.

For this purpose, we request you to remain present on the said date and time and take charge of the contents of the locker, if any, against payment of Bank’s dues. Please note that if you choose to remain absent on the said date or fail to discharge the dues of the bank, removed contents will be stored or disposed of as we may deem fit at your risk and cost in accordance with the terms of the Memorandum of License.

Please note that no further intimation will be issued in this regard.

Yours faithfully,

Branch Manager

Check list for break open a SDV/Locker

SN	Particulars	Compliance		
1.	Whether various notices as stipulated by the branch strictly as per guidelines			
		Notice 1	Notice 2	
1.a	Whether notice has been sent by Registered Post-acknowledgement due	Yes/No	Yes/No	
1.b	Whether the branch is holding the proof of dispatch of the notices	Yes/No	Yes/No	
1.c.i	Whether notice is served to the locker holder	Yes/No	Yes/No	
1.c.ii	If the notice is not served and received back, whether the branch is holding the same	Yes/No	Yes/No	
1.c.iii	Whether the undelivered notice received back is held un-tampered and unopened at the branch	Yes/No	Yes/No	
1.d	Whether the notices have been sent to all the Joint Holders separately	Yes/No	Yes/No	
1.e	Whether any notice served to the mandate holder if the locker is operated by mandate holder.	Yes/No	Yes/No	
1.f	Whether the time stipulated for serving various notices, minimum gap is followed for serving notices.	Yes/No	Yes/No	
		YES	NO	
2.	Whether key deposit, security deposit and advance fee if any has been adjusted to fee arrears	Yes/No	Yes/No	
3.	Whether the sticker stating fee overdue is pasted on SDV/Locker/Branch Notice Board on due date.	Yes/No	Yes/No	
3.1	If no, whether any operation of SDV/Locker allowed after the expiry date of SDV/Locker period.	Yes/No	Yes/No	
4.	Whether any branch official has visited the place of the licensee/s at the registered address/available with the branch	Yes/No	Yes/No	
4.1	Whether report submitted by the official is kept in the branch with the documents	Yes/No	Yes/No	
5.	Whether permission from ZO is obtained	Yes/No	Yes/No	

Notice 1: Termination Notice, **Notice 2:** Break Open Notice

We hereby confirm that the information furnished above is correct.

Signature of Office-in-charge of SDV/Locker	Signature of Branch Head

Branch Letter Head

PROPOSAL SEEKING PERMISSION FOR BREAK OPEN FROM REGIONAL OFFICE

Ref. No.

Date

To:

Dear Sir/ Madam,

Sub: Break Open of SDV Locker no. _____

We submit the following information in respect of the SDV/ Letter referred above and seek your permission for breaking it open.

SN	Particulars	
1	Name of Locker Holder/s	
2	Address	
3	Operation Clause (Please also specify whether any person other than the holder is authorized to operate the locker)	
4	Cabinet ID	
5	Locker ID	
6	Deposit under Lien (INR)	
7	Date of licensing	
8	Annual rent (INR)	
9	Amount of locker fee to be recovered	
10	Size of Locker	
11	Manufacturer	
12	Date of last Operation	
13	Person who operated the SDV/ Locker	

14	Details of Locker fee arrears	No. of years	Amount

15	Details of Notices sent			
	Type of Notice	Date of Notice	Mode (ordinary/ recorded delivery / Regd. Etc.)	Remarks (Received/ returned/ acknowledge)
	First Notice			
	Second notice			
	Third Notice			

16	Whether the branch officials have visited the SDV/ Locker holder: If yes, particulars thereof		
	Date of Visit	Name of person visited	Outcome of visit

17	Details of other accounts maintained by the SDV/ locker holder/s			
	Type of Account	Account no.	Due date	Remarks

18. Other details about the SDV/ locker holder/s:

19. Recommendations:

Officer at branch

Branch Manager

Approved/ Declined

Regional Manager
 _____ **Region**

Specimen of Notice to be sent / published

PUBLIC NOTICE

SUB:	1.	Locker No. _____	Name of the Locker Holder _____
	2.	Locker No. _____	Name of the Locker Holder _____
	3.	Locker No. _____	Name of the Locker Holder _____
	4.	Locker No. _____	Name of the Locker Holder _____
	5.	Locker No. _____	Name of the Locker Holder _____
	6.	Locker No. _____	Name of the Locker Holder _____
	7.	Locker No. _____	Name of the Locker Holder _____
	8.	Locker No. _____	Name of the Locker Holder _____

Whereas you, the above mentioned Locker holders have committed default in payment of locker fees and contact to the branch despite various notices given by the bank on the registered address with it. You are therefore called upon to contact the branch within 90 days from the date of this notice and repay the due of the bank immediately.

Whereas, you have not cleared the dues and despite diligent and repeated follow up for recovery of dues you are still in default. Consequently, all your rights over the hired locker stands forfeited and Bank was entitled for repossession of the locker allotted to you.

Whereas, in exercise of said right of repossession Bank took possession of your said locker and decided to break open the same at your cost and consequences on (date 90 days from the date of publication of notice) at..... (time)

You are hereby called upon to pay the dues within the stipulated time from the date of publication of this notice.

Branch Manager / Authorized Signatory

Name, Address, Contact No. E-mail of the Branch/Office

Branch Letter Head

"AUCTION NOTICE"

Intimation to SDV/Locker Holder/s after Breaking Open of SDV/Locker

Ref. No.

Date:

To

.....
.....

Dear Sir/Madam,

Sub: Break Open of SDV/Locker no..... allotted by us to you.**Ref: Our earlier letter No..... Notice 3 dated..... to you**

With further reference to the above, we inform you that the SDV/Locker No..... allotted to you has been broken open on..... (date) at..... (time). A copy of the inventory made on the occasion is enclosed herewith for your records.

In this connection, you are hereby requested to pay the following amounts within 15 days from due date of this letter.

Particulars	Amount (INR)
Total Fee Arrears	
Break Open Charges	
Incidental Charges	
Total Dues	

In case of delay in payment of our above mentioned dues, we shall be constrained to levy panel interest on the total dues at the rate of % p.a.

You are requested to take delivery of the contents of the broke open SDV/Locker by paying our dues as well as the charges for safe custody of the contents listed in the inventory at the double rate of license fee. Please note that in case you fail to take delivery of the articles with 90 days from the date of this letter, we shall be at liberty to dispose off the same to recover our dues without giving you any further notice in this matter. We shall not be liable to you for the consequences of such disposal of the articles.

Yours faithfully.

Branch Manager**Encl. Copy of the Inventory**

Name, Address, Contact No. E-mail of the Branch/Office

Specimen of notice to be sent / published after Breaking Open of Locker in case of Overdue License fees under head of the branch

PUBLIC NOTICE

SUB: Locker No..... In our Safe Deposit Vault / Locker
Name of Licensee:.....
Last Known Address:.....

Whereas you, addressee named herein have committed default in payment of locker rentals and a total amount of Rs..... is due and payable.

Whereas, you have failed to pay the overdue locker rentals even after our notice dated demanding payment. Even after lapse of..... days from the date of demand notice you have not cleared the dues and despite diligent and repeated follow up for recovery of dues you are still in default. Consequently all your rights over the hired locker stood forfeited and Bank was entitled for repossession.

Whereas, in exercise of said right of repossession Bank took possession of your said locker and decided to break open the same at your cost and consequences and your locker was broke open on..... and the following articles are found as per the inventory taken:

S No	Particulars of article found	Value as assigned by valuer / appraiser

Whereas the above articles are held at your risk and responsibility in a safe deposit vault and will be released to your on payment of the following dues:

- i. Overdue locker rental of Rs.....
- ii. Cost of breaking open of Locker Rs.....
- iii. Cost of this substituted service amounting to Rs.....
- iv. Cost of repair of Locker and changing of lock Rs.....
- v. Cost of safe custody of articles above Rs.....

You are hereby called upon to pay the total dues of Rs..... (total of all the above dues) within 15 days hereof. (date of publication of this notice)

Please take notice that in the event of your failure to pay the above costs and take custody of the articles within 15 days hereof, Bank shall put on sale such portion of the articles/properties as may seem necessary to satisfy the above dues, costs as well as the cost of sale. Further please take notice that the remaining articles after auction sale, if any shall be kept in the safe place at an annual rent double the present rent that you are liable to pay.

Branch Manager / Authorized Signatory

Name,Address,Contact No. E-mail of the Branch/Office

On branch Letter head

Letter of Discharge from Licensee when SDV/Locker is break open

From:

.....
.....

To

The Branch Manager,
Maharashtra Gramin Bank,
..... Branch

Dear Sir/Madam,

Sub: SDV/Locker No..... / Key No.....

Whereas I/We lost the key of the above SDV/Locker and duly intimated to you about this on, and whereas in accordance with the usual procedure of the Bank, then SDV/Locker was break open as per my/our request in my/our presence this day. I/We, hereby acknowledge to have received all the articles and valuables kept by me/us in the SDV/Locker No.....

I/We further declare that no claim lies against the Bank in respect of the contents of the said SDV/Locker.

Place:.....
Date:.....

Yours faithfully,

(Signature of SDV/Locker Holder)

**To be stamped as an agreement
WITH RESPECT TO DRILLING OPEN THE BANK'S SAFE DEPOSIT LOCKER OF THE
DECEAED WITHOUT PRODUCTION OF KEY**

To
Maharashtra Gramin Bank,
..... Branch

IN CONSIDERATON of you're agreeing to drill open Safe Deposit Locker No..... held in the name (s) of..... since without production of any succession certificate / letter of administration to without production of any succession certificate/letter of administration to his/her/their estate, and without production of the key of the said locker held by the said deceased. I/We.....(state here the names of the heirs/sureties (do hereby for ourselves and our heirs, legal representatives and administrators, jointly and severally undertake and agree to indemnify you, the Bank and its successors and assigns against all claims, demands, proceedings, possess, damages, charges and expenses which may be raised against you or by reason in consequence of having agreed to drill open or having open the above mentioned Safe deposit of the said deceased.

Signed and delivered by the above named on this day of Two thousand and

SIGNED AND DELIVERED

1)

2)

(heir/s of the deceased)

1)

2)

(sureties)

(The Branch Manager should satisfy about the genuineness of the signatures)

Name, Address, Contact No. E-mail of the Branch

Proforma of Inventory made / prepared on Break Open the SDV/Locker

1	Branch Name	
2	Branch Address	
3	Locker No	
4	Key No	
5	Locker Holder/s Name/s (Mr/Ms/Ms)	
6	Date of Break Open	
7	Time of Break Open	
8	Name of the Officer-in-charges of breaking open the SDV/Locker with their designation and Employee No.	1. 2. 3.
9	Name of the Witnesses present at the time of breaking open with their full addresses, contact no. and account number	1. 2. 3.
10	Name of the Jewel appraiser with address (if jewels are found) (Appraiser's report should be separately take and kept)	
11	Inventory of movables found inside the SDV/ Locker with their approximate value (in INR) (if movables have any value)	
12	Name of the Mechanic with address	
13	Name of the Person/s	Signature of the Person/s
(To be Signed by all the persons stated above in point nos. 8, 9 and 10)		

Instructions for Preparation of Inventory at the time of Break Open of SDV/Locker

1. To be types / hand written in next and legible manner.
2. First copy can be made and photocopy thereof can be taken.
3. Signatures of all the persons present as mentioned above should be in full but not initials.
4. Complete address of the witnesses, Jewel appraiser, and mechanic must be written in full together with their Telephone Number, Account Number, if any, in neat, legible, and clear with postal address for correspondence.
5. Authorization letter given by the company to the Mechanic should be preserved.
6. Jewel Appraisers Report original should be kept with the inventory together with Weight Receipts, if any made.
7. Column NO. 13: All the names of the person mentioned in Column nos. 8,9 and 10 must be written in the left side. They should sign in the right side i.e. opposite to their name itself. Full signature is to be affixed but not initials. Signatures are to be affixed on each page with date.

Acknowledgement of Receipt of Contents of Locker

From

.....
.....
.....

To

The Branch Manager,
Maharashtra Gramin Bank,
..... Branch

Dear Sir,

Sub: Locker No..... /Key No.....

I/We confirm having received all the contents of the Locker No..... that was allotted to and standing in the name of Late..... In settlement of my/our claims for access thereto which was allowed by you to me/us on this days of 20.....

Yours faithfully,

(Name & Signature)

Name, Address, Contact No., E-mail

Branch Letter Head

INTIMATION TO REGIONAL OFFICE AFTER BREAK OPEN SDV/LOCKER

Ref.No.

Date:

To

.....
.....
.....

Dear Sir/Madam,

Sub: Break Open of SDV/Locker No.....

With reference to above, we wish to inform you that we have broken open the SDV/Locker, details of which are given below,

SDV/Locker No	
Name of the SDV/Locker Holder/s	
Date of break open	
Contents found	
Outstanding Dues of the licensee	
Fee arrears	
Break open expenses	
Incidental charges	
TOTAL DUES	
Date of dispatch of intimation to the licensee	

We confirm that the contents of the broken open SDV/Locker have been sealed and kept in safe custody under double lock with proper entry in the prescribed security register. We confirm that there are no contents in the SDV/Locker.

We confirm that all the necessary documents as prescribed in the circular have been kept safely at our end.

Yours faithfully

Branch Manager

Name,Address,Contact No. E-mail of the Branch/Office

Application for Break-Open of locker in case of loss of key by locker holder

From

.....
.....
.....

To

The Branch Manager,
Maharashtra Gramin Bank,
.....Branch

Dear Sir,

Sub: Locker No...../ Key No.....

This is to inform you that I/We have lost the key of the above said locker licensed to us. I/We therefore request you to provide me/s the new key by replacing the key. I/We hereby undertake to bear the cost required to replace the key of the locker along with expenses if any for break-open of the locker.

The date and time for break-open/replacement of key may please be informed to us on getting appointment of the concerned mechanic, so that, during replacement of key/break-open of locker, I/We can remain present. We, also authorize Bank to replace key/break-open the locker in case of our inability to remain present at the fixed dated and time of key replacement/break-open of locker.

I/We declare to indemnify the bank against any claim that may arise in future while undertaking the process of replacement of keys/break open on locker.

Yours faithfully

(Signature of the Locker Holder/s)
Name, Address, Contact No. E-mail

Branch Letter Head

Inventory made / prepared on Finding Unclaimed Articles in the SDV/Locker Room

1	Branch Name	
2	Branch Address	
3	Time when article/s found	
4	Name of the Officer with their designation and Employee No. who located the article in the SDV/Locker room	Name: Designation: PF no.:
5	Name of the Joint Custodians with their designation and Employee No.	1. 2.
6	Name of the Staff Witnesses present at the time of preparation of this inventory with their Employee, numbers, full address, contact number	1. 2.
7	Name & address of the Jewel Appraiser, valuing the article/s	
8	True details of the article/s found with, their physical features etc.	

SN	Detailed Description	Make / Mark	Weight / Measurement	Value (apprx. In INR)

9	Name of the Person	Signature of the Person
	(To be signed by all persons stated above in point no. 4,5,6 & 7)	

Branch Letter Head

Notice of SDV/Locker Holder/s for unclaimed article found in the SDV/Locker Room

Ref.No.

Date:

To,

.....
.....
.....

Dear Sir/Madam,

SUB: SDV/Locker No..... allotted by us to you.

We have found unclaimed article/s in the SDV/Locker room. We request you to kindly check your vault / locker immediately and confirm that nothing is missing from your SDV/Locker.

If you do not call on us and confirm as mentioned above after checking your SDV/Locker, it is presumed that nothing is missing from your SDV/Locker.

No claim whatsoever will be entertained from you after..... (date)

Yours faithfully,

Branch Manager

**Public Notice to be displayed on the branch notice board for unclaimed articles
found in SDV/Locker room**

NOTICE

We have recently found a valuable thing(s)/item(s) in our SDV/Locker Room. The true owner of the same may prefer his/her claim by producing satisfactory identification and proof as to the ownership thereof to the undersigned and get the same delivered against payment of the Bank's safe custody charges, failing which, the Bank would sell the same in due course for recovery of safe custody charges due to the bank.

Branch Manager

Date:

Place:

Name,Address,Contact No. E-mail of the Branch/Office

APPLICATION FOR CLAIMING ARTICLES

1	Name of the Claimant			
2	Father's Name			
3	Address in Full			
4	SDV/Locker Number			
5	Name of SDV/Locker holder			
6	Date when SDV/Locker last operated			
7	Details of Assets Claimed			
	Description	Make/Mark	Weight /Measurement	Approx. Value
a				
b				
c				
D				
8	Name of the Surety			
9	Surety's Father's Name			
10	Surety's Full Address			
11	Any other relevant information			

I/We hereby declare that the particulars furnished here in above are true and correct.

Place:

Date:

**Signature of Claimant
Name:**

Signed by the claimant in my presence, I have perused the above mentioned particulars furnished by the claimant and to the best of my knowledge and information the particulars are true and correct. I know that, I may be liable for any damage to the Bank in case it turns out that the particulars given here in above are incorrect and the bank is made liable for making any delivery of articles on the basis of the declaration.

Place:

Date:

**Signature of Surety
Name:**

**INDEMNITY AGREEMENT
(To be stamped as an agreement)
(For claiming the articles left in the SDV/Locker room by the Licensee/s)**

Know all persons by these present that we **(1)** Mr/Ms/Ms.....
son/daughter/wife of Shri Residing at being
the Claimant/s and

(2) Mr/Ms/Ms..... Son/daughter/wife of Shri..... residing at
..... being the sureties are agreed to be held and family bound unto
Maharashtra Gramin Bank..... (branch) to indemnify by paying such sum as may be
required by the said bank, its nominees, successors or assignees against any adverse claim for which
payment to be well and truly made, we jointly and severally agree to bind ourselves, our
representatives, heirs, executors and administrators and our respective estates and effects firmly by
these presents dated this Day of 20.....

Whereas the said claimant/s had left the articles described in the schedule below in the Bank's premises
inadvertently and whereas the said claimant/s has/have represented to the said Bank that No. 1 is/are
only entitled to take return of article/s left in the Bank premises and accordingly the said claimant/s
has/have requested the said Bank to deliver the same to No. 1 above, against payment of all charges,
incidental thereto and whereas the said No. 1 and have agreed to indemnify the said
Bank against adverse claims in respect of such delivery/ handing over of the article/s left in the Bank
premises. Now the condition of the above written undertaking is such that the said Bank, its successors
And assignees and its directors, agents and officers and its respective estates and effects are shall from
time to time and at all times thereafter be kept safe and saved, harmless and indemnified for in respect
of such delivery of article/s left in the Bank and against all actions, losses, costs, charges, expenses and
demands whatsoever I respect of said delivery. Then and in such case, the above written undertaking or
obligation shall be void otherwise the same remains in full force and virtue.

SCHEDULE

Signed and delivered by the above named.

Signature of Claimant/s	Signature of Sureties
-------------------------	-----------------------

Witnesses:

Signature	Signature
Name	Name
Address	Address

CLAIM PROCESSING NOTE

For Branch Use		
1.a	Date since when the SDV/Locker is allotted to the claimant	
1.b	Date since when the claimant is a customer of the branch	
2	Details of other business of the hirer claimant with the branch	
3	Whether the SDV/Locker is hired under Sole name or joint name	
4	If hired in joint name, whether it is operated jointly or severally	
5	If the SDV/Locker is hired jointly whether all the joint hirers have submitted the claim jointly	
6	Whether the description and other features of the article/s completely and fully confirm with that of the inventory list	
7	Whether the surety furnished by the claimant/s is satisfactory considering approx.. value of the article/s	
8	Whether the claimant correctly recognizes the branch officer/s who allowed him/her to operate the SDV/Locker	
9	Recommendation/order	

Date	Signature of the Branch Manager
-------------	--

Post Delivery Record		
	Reference no. and date of permission of the competent authority to deliver the article/s to the claimant	
	Documents obtained - Indemnity Agreement - Stamped Receipt	Yes/No
	Service charges Recovered (INR)	
	Date of Delivery of articles	
	Name of the officer who delivered the article/s	

Date:	Signature of the Officer
--------------	---------------------------------

STAMPED ACKNOWLEDGEMENT OF UNCLAIMED ARTICLES

From

..... (Name of Licensee)

..... (Address of Licensee)

To,

Maharashtra Gramin Bank,

..... Branch

Dear Sir/Madam,

Sub: SDV/Locker No..... allotted to me/us by your Bank.

I/We confirm having received from you this..... day of..... 20....., the articles described below of which I am the true owner and which had been left by me in your branch premises on Inadvertently.

Yours faithfully,

Place:.....

Date:.....

SDV/Locker Licensee

CHECK LIST RELATING TO NOMINATION

FORM No	PURPOSE OF THE FORM	PERSON WHO WILL SIGN THE NOMINATION FORM	POINTS TO BE NOTED ABOUT THE NOMINEE
SL-1	For making Nomination	The individual holding locker, in case of locker in single name. The person lawfully entitled to act on behalf of a minor, If locker is in the name of minor.	Nomination can be made in favour of one person only, in case of locker in single name
SL-1 (a)	For making nomination	Jointly by all, in case of locker rented jointly by two or more persons	Nomination can be made in favour of one or more persons, in case of locker in joint named.
SL-2	For cancellation of nomination	Same as above (while for cancellation there is one common form, for change / variation there are two different forms for locker in single and joint names)	In case of lockers in joint names, nominee/s will have access to the locker and receive its contents, jointly with SURVIVING locker holders, in case of death of one or more of the locker holder.
SL-3	For change / variation in nomination (lockers in Single name)		
SL-3 (A)	For change in nomination (lockers in joint name)		

Statement of claims in various types of Locker Operational Instructions

Locker with Nomination

Locker in the Name of	Operational Instructions	Nominee	Situation	What is to be done
A	Self	X	X dies	A can change the nomination
A	Self	X	A dies	X will be given access to the locker and liberty to remove contents
A,B	Jointly	X	A dies	B and X will be given access to the locker and liberty to remove contents jointly
A,B	Jointly	X	B dies	A and X will be given access to the locker and liberty to remove contents jointly.
A,B	Jointly	X	A & B dies	X will be given access to the locker and liberty to remove contents
A,B	Jointly	X & Y	A dies	B along with X and Y will be given access to the locker and liberty to remove contents jointly
A,B	Jointly	X & Y	B dies	A along with X and Y will be given access to the locker and liberty to remove contents jointly
A,B	Jointly	X & Y	A & B dies	X and Y jointly will be given access to the locker and liberty to remove contents jointly

Statement of claims in various types of Lockers Operational Instructions**Locker without Nomination**

Locker in the Name of	Operational Instructions	Situation	What is to be done
A	Self	A dies	Legal heirs of A or any of them mandated by any of them
A,B	Either or Survivor	A dies	B will be given access to the locker and liberty to remove contents
A,B	Either or Survivor	B dies	A will be given access to the locker and liberty to remove contents
A,B	Either or Survivor	A & B dies	Legal heirs of A and B (or any one of them mandated by all legal heirs) will be given access to the locker and liberty to remove file contents
A,B	Jointly	A dies	B and legal heirs of A (or any of them mandated by all legal heirs) will be given access to the locker and liberty to remove contents jointly
A,B	Jointly	B dies	A and legal heirs of B (or any of them mandated by all legal heirs) will be given access to the locker and liberty to remove contents jointly
A,B	Jointly	A & B dies	Legal heirs of A & B (or any of them mandated by all legal heirs) will be given access to the locker and liberty to remove contents

**For Making Nomination Lockers in Single Name
Form SL-1**

Nomination under Section 45ZE of the Banking Regulation Act, 1949 and Rule 4(1) of the Banking Companies (Nomination) Rules 1985, by Sole licensee in respect of SDV/Locker

I/We,
..... (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 the locker, particulars whereof are given below:

Locker			Nominee				
Nature of	Distinguish ing No	Additional Details if any	Name	Address	Relationship with depositor	AGE	If nominee is a minor, his date of birth

Place:

Date:

Signature/Thumb Impression of Licensee/s

Name(s), signatures and address (es) of witness (es)#

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

#Two witnesses shall attest Thumb Impression(s). In case of signature, witness is not required.

For Making Nomination in Joint Names (SD Lockers)

Form SL-1A

Nomination under Section 45ZE of the Banking Regulation Act, 1949 and Rule 4(1) of the Banking Companies (Nomination) Rules 1985, by Joint licensees in respect of SDV/Locker

I/We,.....

..... (Name and address)

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

.....

.....(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 the locker, particulars whereof are given below, jointly with the survivor or survivors of us:

Locker			Nominee				
Nature of	Distinguishing No	Additional Details if any	Name	Address	Relationship with depositor	AGE	If nominee is a minor, his date of birth

Place:

Date:

Signature/Thumb Impression of Licensee/s

Name(s), signatures and address (es) of witness (es)#

#Two witnesses shall attest Thumb Impression(s).In case of signature, witness is not required.

For Cancellation of Nomination

Form SL 2

Nomination under Section 45ZE of the Banking Regulation Act, 1949 and Rule 4(5) of the Banking Companies (Nomination) Rules 1985, by Joint licensees in respect of SDV/Locker

I/We,

.....

(Name and address) hereby cancel the nomination (s) made by me/us in favour of

..... [Name of the nominee(s)].

..... (Name and address of branch/office in which the

locker is situated) may hereby cancel the nomination (s) made by me/us, the particulars whereof are

given below

Locker			Nominee				
Nature of	Distinguishing No	Additional Details if any	Name	Address	Relationship with depositor	AGE	If nominee is a minor, his date of birth

Place:

Date:

Signature/Thumb Impression of Licensee/s

Name(s), signatures and address (es) of witness (es)#

.....

+Where the locker is licensed solely in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor.

#Two witnesses shall attest Thumb Impression(s).In case of signature, witness is not required.

Form SL 3

Nomination under Section 45ZE of the Banking Regulation Act, 1949 and Rule 4(6) of the Banking Companies (Nomination) Rules 1985, by sole licensee in respect of Safety Locker

I/We, (Name and address)
cancel the nomination (s) made by me/us in favour of
Mr./Ms..... (Name and Address) and
hereby nominate the following person to whom in the event of my/ minor's death
..... (name and address).

.....(Name and address of branch/office in which the
locker is situated) may give access to the SDV/Locker and liberty to remove the contents of locker,
particulars whereof are given below.

Locker			Nominee				
Nature of	Distinguishing No	Additional Details, if any	Name	Address	Contact	Relationship with depositor	AGE

Place:

Date:

Signature/Thumb Impression of Licensee/s

Name(s), signatures and address (es) of witness (es)#

Where the locker is solely may give access to the locker and liberty to in the name of the minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor.

#Two witnesses shall attest Thumb Impression(s).In case of signature, witness is not required.

For change/variation of Nomination - Lockers in Joint Names

Form SL 3A

Nomination under Section 45ZE and 52 of the Banking Regulation Act, 1949 and Rule 4 (7) of the Banking Companies (Nomination) Rules 1985, by Joint licensees in respect of SDV/Locker

I/We,.....
 (Name and address) cancel the nomination (s) made by me/us in favour of
 (Name and Address) and hereby nominate the following person to whom in the event of the death of one or more of us,(name and address)
 (name and address of branch/office in which the locker situated) may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below, jointly with the survivors of us.

Locker			Nominee				
Nature of	Distinguishing No	Additional Details if any	Name	Address	Contact	Relationship with depositor	AGE

Place:

Date:

Signature/Thumb Impression of Licensee/s

Name(s), signatures and address (es) of witness (es)#

#Two witnesses shall attest Thumb Impression(s). In case of signature, witness is not required.

Statement of claims in respect of deceased depositors

Check list of Documents

SN	Claims	Document obtained : Yes/No
1	Accounts with Nominations Clause:	
1.a	Application for Deceased Claim from Nominee/ Guardian of Nominee	
1.b	Copy of Death certificate (verified with original)	
1.c	Identify proof	
2	Joint accounts with Either or Survivor Clause:	
2.a	Application for Deceased claim from Survivor(s)	
2.b	Copy of death certificate (verified with original)	
3	For cases other than Nomination / Joint Accounts with survivor clause: (for amounts upto threshold limit)	
3.a	Application for deceased claim	
3.b	Copy of death certificate	
3.c	Letter of Indemnity signed by claimant(s)	
4	Receipt	

Branch letter Head

Ref:

Date:

To,

.....
.....
.....

Dear Sir/Madam,

Sub: SDV/Locker No..... of Late Mr./Ms..... with us.

We are sorry to learn that Mr./Ms. Expired on.....

We find that you have been nominated by the said deceased as nominee to his/her aforesaid SDV/Locker. With a view to settle the claim, we request you to call on us to enable us to guide you regarding the formalities to be complied with for this purpose.

Assuring you of our best services always.

Yours faithfully,

Branch Manager

DRAFT OF CLAIM FORMAT

Draft of the Claim Format in which the Nominee will apply to the bank to recognize his claim to the deposit/ articles in safe custody/safety locker.

I/We, Mr./Ms./Ms. Nominee / appointed on behalf of the minor nominee, hereby declare that I am the Nominee /appointed on behalf of the minor nominee of the deceased Shri/Smt.

I further declare that I am nominated to claim the deposit monies/articles held in the safe custody / safety locker withbranch by Shri/Smt. Deceased.

The deposit monies/articles held in safe custody/safety locker are held in Account No..... /locker No.....Safe Custody receipts No..... of Mr./Ms./Ms. deceased.

Mr./Ms/Ms

Signature.....

(Nominee/appointed on behalf of minor nominee)

Date.....

Address.....

2 witnesses*

Witness	Name	Address	Signature
Witness No. 1			
Witness No. 2			

*Magistrate or Judicial official, or

*An officer of the Central / State Government

*An officer of the bank

*Two persons acceptable to the Bank

#Strike out whichever is not applicable

**Form of Inventory of Contents of
Safety Locker Hired from Banking Company
(Section 45 ZE(4) of the Banking Regulation Act 1949
(to be used where there is nomination or survivorship clause)**

The following inventory of contents of Safety Locker No..... located in the Safe Deposit Vault of Branch at.....

1. *Hired by Mr/Ms/Ms..... (deceased) in his / her sole name.
2. *Hired by Mr/Ms/Ms (i)..... (deceased)
 - (ii)..... Jointly
 - (iii).....

is taken on this..... day of 20

SN	Description of Articles in Safety Locker	Other Identifying particular, if any

For the purpose of Inventory, access to the locker was given to the Nominee / and the surviving heirs

- a. *By breaking open the locker under his/her/their instructions.
- b. *Who produced the key to the locker (Delete whichever is not applicable)

The above inventory was taken in the presence of:

Nominee / Survivors of Joint Hirers		
Name	Address	Signature

Witness (es) with name, address and signature

1. I, Mr/Ms/Ms..... (Nominee)
2. We, Mr/Ms/Ms..... (Nominee)

Mr/Ms/Ms..... and Mr/Ms/Ms 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.

Signature of the Nominee	Signature of the Survivor
Name of Nominee	Name of the Survivor:
Date of Place	Date & Place

NOTE: It is made clear that access to locker is given to survivor(s) / nominee(s) only as a trustee of the legal heirs of the deceased locker hirer on the condition that such access if given to survivor(s) / nominee(s) shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

Branch Letter Head

Ref :

Date:

To,
.....
.....
.....

Dear Sir/Madam,

Sub: Shifting of Safe Deposit Vault / Locker on account of change of place of business.

Please be informed that the safe deposit locker installed at the premises will be shifted to.....
..... on..... Please note to call on us in the above premises for operation of locker from We also request you to arrange for removal of the articles if any, kept in the locker which are likely to be damaged during transit, while all care and caution will be taken by the Bank. Please also note that the bank will not be responsible for any loss/damage that may be caused to the articles/items kept in the locker on account of shifting of the locker cabinet.

Assuring you of our best services at all times.

Yours faithfully

Branch Manager