

LOCKER POLICY 2022-23

Preamble

As of now, the field functionaries are following the procedural guidelines for Operation of Lockers as contained in Manual of Instruction Volume 2, Chapter 20 and Master Circular No. CHO/SP/CSCCELL/07/2016-17 dated 29-08-2016.

The Reserve Bank of India, taking into consideration the various developments in the area of banking and technology, nature of consumer grievances and feedback received from banks and Indian Banks' Association, has reviewed the operational guidelines on Safe Deposit Locker Facility provided by the banks and has issued revised guidelines/ instructions, vide notification no: RBI/2021-2022/86 DOR.LEG.REC/40/09.07.005/2021-22 dated 18th August 2021 to all Scheduled Commercial Banks (including RRBs).

The review also takes into account, the principles enumerated by the Hon'ble Supreme Court in 'Amitabha Dasgupta vs United Bank of India', (Judgement dated February 19, 2021 in CA No. 3966 of 2010)

The revised instructions of RBI have come into force with effect from 1st January, 2022 (except where otherwise specified) and shall be applicable to both new and existing safe deposit locker holders of the Bank.

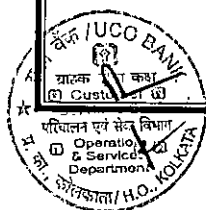
Based on the said revised guidelines/instructions of RBI, Bank has framed Locker Policy. The Model Safe Deposit Locker Agreement, as framed by Indian Banks' Association vide their circular no.: IBA Legal Circular No. 1/2022 dated 27-01-2022, has also been adopted in conjunction with the said Policy for implementation by branches.

Scope of the Policy

The policy covers the operational guidelines and the aspects involving execution of agreement, allotment, record keeping, regular operations, surrender, breaking open of locker, nomination and settlement of claim on death of customer.



INDEX		
Para No.	Particulars	PageNo.
PART A – LOCKER POLICY		
	PART 1: Customer Due Diligence (CDD) for Lockers	
1	Customer Due Diligence	01
	PART 2: Locker Allotment	
2.1	Locker Agreement	01
2.2	Locker Rent	02
	PART 3: Infrastructure and Security Standards	
3.1	Security of the Strong Room/Vault	03
3.2	Locker Standards	04
	PART 4: Locker Operations	
4.1	Regular Operations by Customers	04
4.2	Internal Controls by Bank	04
	PART 5: Nomination Facility and Settlement of Claims	
5.1	Nomination Facility	05
5.2	Settlement of Claims in case of death of a Customer	05
5.3	Access to the Articles in the Safe Deposit Lockers	06
	PART 6: Closure and Discharge of locker items	
6.1	Discharge of locker contents at the request of customer	08
6.2	Attachment and recovery of contents in a Locker by any Law Enforcement Authority	08
6.3	Discharge of locker contents by bank due to non-payment of locker rent	08
6.4	Discharge of locker contents if the locker remains inoperative for a long period of time.	09
	PART 7: Compensation / Liability	
7	Liability of Bank	09
7.1	Liability of bank arising from natural calamities like earthquake, flood,thunderstorm, lightning etc. or due to sole negligence of the customer	10
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.	10
	PART 8: Risk Management, Transparency and Customer Guidance	
8.1	Branch Insurance Policy	10
8.2	Insurance of locker contents by the customer	10
8.3	Customer Guidance and Publicity	10
	Part 9: Policy – Review/ Amendment/ Modifications	
9.1	Review of Policy	11
9.2	Amendment/ Modification of Policy	11
PART B: Standard Operating Procedure on Safe Deposit Locker		
01	Issuance / Allotment of Lockers	01
02	Nomination	02
03	Operation of Locker	03
04	Key Maintenance	04
05	Rent Recovery	05
06	Surrender of Locker	05
07	Break Open of Locker	06



08	Procedure to be followed when Hirer has left Locker Open	10
09	Lost Locker Key Found by a Third Party	10
10	Appointment of an Attorney	11

PART C: Annexures to Locker Policy & SOP on Safe Deposit Locker

Annexure 1	Application for Locker	
Annexure 2	Locker Agreement	
Annexure 3	Specimen Signature Card	
Annexure 4	Covering Letter to be obtained from existing locker holders	
Annexure 5	Register for Application for Lockers	
Annexure 6	Discharge Slip by Nominee(s)/Survivor(s)	
Annexure 7	Form SL 1 - Making Nomination by Sole Locker Hirer	
Annexure 8	Form SL 1A - Making Nomination by Joint Locker Hirers	
Annexure 9	Form SL 2 - Cancellation of Nomination	
Annexure 10	Form SL 3 - Variation of Nomination by Sole Hirer	
Annexure 11	Form SL 3A - Variation of Nomination by Joint Hirers	
Annexure 12	Daily Register of Access of Licensed Lockers	
Annexure 13	Admission Slip for Lockers	
Annexure 14	Locker Key Register	
Annexure 15	Locker Rent Recovery Mandate	
Annexure 16	Renewal Notice	
Annexure 17	First Reminder Notice	
Annexure 18	Second Reminder Notice	
Annexure 19	Format of Inventory to be prepared in Break Open at request of customer	
Annexure 20	Termination Notice	
Annexure 21	Break Open Notice	
Annexure 22	Format of Inventory to be prepared in Break Open at bank's instance	
Annexure 23	Locker Found Empty on Break Open – Intimation to Locker Hirer(s)	
Annexure 24	Auction Notice	
Annexure 25	Intimation about the auction and the appropriation of sale proceeds	
Annexure 26	Appointing an Attorney	



PART A – LOCKER POLICY

PART 1: Customer Due Diligence (CDD) for Lockers

1 Customer Due Diligence

- 1.1 The existing customers of a bank who have made application for locker facility and who are fully compliant with the Customer Due Diligence (CDD) criteria under the Master Direction – Know Your Customer (KYC) Directions, 2016 (as updated from time to time) shall be given the facilities of safe deposit lockers subject to on-going compliance.
- 1.2 Customers who are not having any other banking relationship with the bank shall be given the facilities of safe deposit locker after complying with the Customer Due Diligence (CDD) criteria under the Master Direction – Know Your Customer (KYC) Directions, 2016 (as updated from time to time) 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. He/She/They will be required to open saving/current account at the branch which will be used for recovery of annual locker rent and recovery of other charges (if any).
- 1.3 The locker-hirer/s shall not keep anything illegal or 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 bank shall obtain recent photographs of locker-hirer/s and individual(s) authorised by locker-hirer/s to operate the locker (through power of attorney(s)) and preserve the same in the records pertaining to locker-hirer/s being maintained in the bank's branch.
- 1.5 Bank should carry out customer due diligence for both new and existing locker-hirer/s at least to the levels prescribed for customers classified as medium risk. If the locker-hirer/s is/are classified in a higher risk category, locker-hirer/s due diligence as per KYC norms applicable to such higher risk category should be carried out.

PART 2: Locker Allotment

- 2 In order to facilitate customers making informed choices, bank shall maintain a branch wise list of vacant lockers as well as a waitlist in Core Banking System (CBS) compliant with Cyber Security Framework issued by RBI, for the purpose of allotment of lockers and ensure transparency in allotment of lockers. The bank shall acknowledge the receipt of all applications for allotment of locker and provide a wait list number to the customers, if lockers are not readily available for allotment.

2.1 Locker Agreement

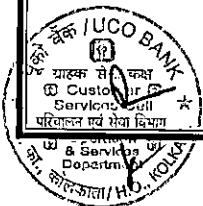
- 2.1.1 At the time of allotment of the locker to a customer, the bank shall enter into an agreement with the customer to whom the locker facility is provided, on a paper duly stamped. A copy of the locker agreement in duplicate signed by both the parties shall be furnished to the locker-hirer to know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



- 2.1.2 The Model Safe Deposit Locker Agreement, as framed by Indian Banks' Association vide their circular no.: IBA Legal Circular No. 1/2022 dated 27-01-2022, has been adopted for implementation by branches with suitable modifications and forms part of this policy. (Proforma of Locker Agreement is given in **Annexure 2**)
- 2.1.3 As per the said Locker Agreement, the Bank as a LICENSOR shall grant to the customer as a LICENSEE, the LICENCE to use the safe deposit locker, subject to the terms and conditions as set out in the Agreement.
- 2.1.4 The period of Licence shall be 1 (One) year from the date of Agreement, which at the end of such 1 (One) year, shall stand automatically extended for a further period of 1 (One) year every time, unless terminated in terms of the Agreement.
- 2.1.5 As per RBI notification, branches will have to renew the locker agreements with existing locker customers also as per the new locker agreement format by January 1st, 2023.

2.2 Locker Rent

- 2.2.1 The customer is granted the licence to use the safe deposit locker against payment of an annual rent to the bank in advance.
- 2.2.2 The Locker shall be hired out for a period of minimum one year and not for a period of less than one year.
- 2.2.3 Locker rent is recoverable in advance on annual basis starting from 1st April every year, and recovery on quarterly or six-monthly basis shall not be agreed to. At the time of allotment of locker, proportionate locker rent will be realised for the concerned Financial Year ended 31st March.
- 2.2.4 Locker rent will be realised from the savings/current accounts of the locker holders through centralised locker rent recovery during first week of April every year, for which necessary mandate will be obtained from them. It will be the responsibility of the locker holders to maintain sufficient balance in their linked account to facilitate realisation of the annual locker rent.
- 2.2.5 Schedule of Locker rent on various sizes of Lockers is available in Bank's Board approved policy on Charges on Deposit and Other Ancillary Services, which is subject to revision from time to time. During the year of revision, the rent at revised rate will be recovered proportionately from the date of revision, and prior to that date, rent at old rate will be realised.
- 2.2.6 When locker rent is collected in advance, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer.
- 2.2.7 In case of default in payment of annual rent, locker-hirer/s will not be allowed to operate the locker till the overdue rent is paid and he/she/they will also be liable to pay penal rent.



2.2.8 Bank may face situation where the locker-hirer/s is/are neither operating the locker nor paying the rent. To ensure prompt and regular payment of locker rent, branches are allowed to obtain a Term Deposit at the time of allotment, for an amount which would cover three years' rent, the charges for breaking open the locker and refixing of new lock & key in case of such eventuality. The said Term Deposit Receipt will be kept with the branch along with the safe deposit locker agreement after marking "Lien" in the system against the allotted locker. Bank's lien will be released only after surrender of the locker by the customer without any dues to the Bank. The packaging of allotment of locker facility with placement of term deposits beyond what is specifically permitted above, will be considered as a restrictive practice. Break open charges for locker is approximately ₹. 5,000/-+ GST per locker at present and is subject to periodical review.

2.2.9 Bank, however, shall not insist on such Term Deposits from the existing locker holders or those who have satisfactory operative account.

PART 3: 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/s concerned may be assessed and kept on record. Branch shall have a single defined point of entry and exit to the locker room/vault. The place where the lockers are housed must be secured enough to protect against hazard of rain / flood water entering and damaging the lockers in contingent situations. The fire hazard risks of the area should also be assessed and minimized. The 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. The branch shall cover the entry and exit of the strong room and the common areas of operation under CCTV camera and preserve its recording for a period of not less than 180 days. In case any customer complaint to the branch that his/her locker has been 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 If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the branch/bank shall give public notice in two newspapers (including one local daily in vernacular language) in this regard and the locker hirer(s) shall be intimated by letter/SMS/E-mail 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, bank shall make efforts to intimate their locker-hirer/s suitably at the earliest.



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 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 those are in proper condition. Branch shall permit the locker-hirer/s to operate the locker only with the key provided by the branch, although there is no restriction in allowing the locker-hirer/s to use an additional padlock of his /her/their own if there is such provision in the locker.

PART 4: Locker Operations

4.1 Regular Operations by Customers

- 4.1.1 The locker-hirer/s and/or the persons duly authorized by him/ her/them (through power of attorney(s)) 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, 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 lockers and obtain their signature. The ingress and egress register for access to Vault Room by locker-hirer/s or any other individual including the branch 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 officer authorizing the locker-hirer/s to access the locker, after unlocking the first key shall not remain present when the locker is opened by the locker-hirer/s. The branch shall ensure that there is adequate privacy to the locker-hirer/s in the operations when more than one customer access the lockers at the same time.
- 4.1.3 Bank shall send an e-mail and SMS alert to the registered email id and mobile number of the locker-hirer/s 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.
- 4.1.4 SOP (Standard Operating Procedure) for operational aspects is also annexed to this policy as Part B, and standardised specimen forms which is given in Part C, which forms an integral part of it.

4.2 Internal Controls by banks

- 4.2.1 There shall be a system of inter change of locks whenever the locker is surrendered by the locker-hirer/s. 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 Branches shall ensure that the Locker Register and the Locker Key Register are maintained in CBS 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 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(s) shall be promptly intimated through e-mail, if registered, or through SMS, if mobile number is registered, or through letter so that he/ she / they may verify any resulting discrepancy in the contents of the locker. The locker custodian shall record the fact of not closing the locker properly in the register and its closure by the branch 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 5: 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, in accordance with the provisions of Sections 45-ZC to 45-ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed by the branches. A passport size photo of the nominee attested by the customer shall be obtained from the customers, at his/her option and preserved in Bank's record.

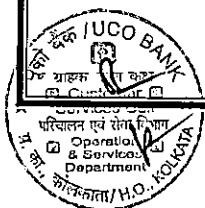
5.1.2 For nomination/ cancellation of nomination/ variation in nomination, various Forms SL1, SL1A, SL2, SL3 and SL3A for Safety Deposit Lockers prescribed under Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985, are to be used and only Thumb-impression(s) shall be required to be attested by two witnesses. Signatures of the account holders need not be attested by witnesses.

5.1.3 Bank has a proper system of acknowledging the receipt of duly completed form of nomination, cancellation and / or variation of the nomination in the Finacle. Such acknowledgement shall be given to all the customers irrespective of whether the same is demanded by them or not.

5.2 Settlement of Claims in case of death of a Customer.

5.2.1 Bank is having Board approved Policy on Settlement of Claims in Respect of Deceased Account Holder & Missing Persons.

5.2.2 The said Policy covers norms for release of contents of safe deposit lockers to the nominee



and protection against notice of claims of other persons in accordance with the provisions of Sections 45 ZC to 45 ZF of the Banking Regulation Act, 1949 and the Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.

5.2.3 In order to ensure that the contents of lockers are returned to the genuine nominee, as also to verify the proof of death, bank has devised claim formats, which are available in Board approved Policy on Settlement of Claims in Respect of Deceased Account Holder & Missing Persons, in terms of applicable laws and regulatory guidelines.

5.2.4 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 complete in all respect, 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.

5.2.5 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-hirers and those pending beyond the stipulated period, with reasons therefor. Customer Service Committee of the Board of the banks shall review the settlement of claims and make suggestions to ensure that the claims are settled as early as possible unless there is any litigation pending before the Courts or any difficulty is being faced in identifying the true claimant with reference to nomination.

5.3 Access to the articles in the safe deposit lockers.

5.3.1 If the sole locker hirer nominates an individual to receive the contents in the locker, in case of his/her 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 is taken in the prescribed manner. In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates any other individual(s), in the event of death of any of the locker hirers, the bank shall give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s) after an inventory is 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.

5.3.2 Branches 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 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.

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, two officers (of which one who is not associated with the locker facility) 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 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, 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, branches should take note of our instructions under para 5.3.2. hereinabove.

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, branches shall follow the laid down provisions in the Board approved "Policy on Settlement of Claims in Respect of Deceased Account Holder & Missing Persons", to facilitate access to legal heir(s) / legal representative of the deceased locker hirer. In this regard, branches shall take note of the instructions under para 5.3.2 hereinabove.

PART 6: 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 bank with orders from the Court or appropriate competent authority to seize lockers and requested for access to the lockers; or
 - iii if the bank is of the view that there is a need to take back the locker as the locker hirer is



not co-operating or not complying with the terms and conditions of the agreement including payment of rent.

6.1 Discharge of locker contents at the request of customer.

6.1.1 If the key of locker, supplied by bank is lost by the locker-hirer, the customer (locker hirer) shall notify the bank immediately. An undertaking may also 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 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.

6.1.3 The operation shall be done in the presence of the locker hirer(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(s) during the break-up or restoration process.

6.2 Attachment and recovery of contents in a Locker by any Law Enforcement Authority

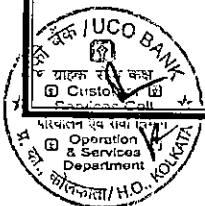
6.2.1 In case of attachment and recovery of the contents in a locker of a customer by any Authority acting either under the orders of a Court or any other competent authority vested with the power to pass such orders, the bank shall co-operate in execution and implementation of the orders.

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. 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 two officers of the branch and shall be signed by all. A copy of the inventory will 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 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.

6.3 Discharge of locker contents by banks 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 branch shall ensure to notify the existing locker-hirer/s prior to any changes in the allotment and give him/her/them reasonable opportunity to withdraw the articles deposited by him/her/them. A clause has been incorporated in the locker agreement to this effect.

6.3.2 Before breaking open the locker, the branch shall give due notice to the locker-hirer through a letter and through email and/or 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 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 two officers of the branch and two independent witnesses. Branch 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 Annexed to this policy or as near thereto as circumstances require. Further, branch shall not open sealed packets / covers, if any, found in locker while releasing them to the nominee(s) and surviving locker hirers, 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/s cannot be located, even if rent is being paid regularly, the branch 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, after complying the guidelines regarding settlement of claims in respect of missing persons. Before breaking open the locker, the branch shall follow the procedure as prescribed in paragraph 6.3.2 and 6.3.3 hereinabove.

PART 7: Compensation / Liability

7 Liability of Bank

The Bank is having Board approved Compensation Cum Customer Relation Policy outlining the responsibility owed by them for any loss or damage to the contents of the lockers due to their negligence as bank owes a separate duty of care to exercise due diligence in maintaining and operating their locker. The duty of care includes ensuring proper functioning of the locker system, guarding against unauthorized access to the lockers and



providing appropriate safeguards against theft and robbery.

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. Bank shall, however, exercise appropriate care to their locker systems to protect their 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 bank 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's premises due to its own shortcomings, negligence and by any act of omission/commission. As bank cannot claim that they bear no liability towards their customers for loss of contents of the locker, in instances where loss of contents of locker are due to incidents mentioned above or attributable to fraud committed by its employee(s), the bank's liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

PART 8: Risk Management, Transparency and Customer Guidance

8.1 Branch Insurance Policy

Bank is having branch insurance policy duly approved by the Board 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

In the locker agreement, it has been clarified that as bank does 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.

8.3 Customer Guidance and Publicity

8.3.1 The bank shall display the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on various aspects on their 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.



- 8.3.2** Bank shall display updated information on all kinds of charges for safe deposit lockers on their website.
- 8.3.3** Bank shall place on their websites, the instructions together with the policies / procedures put in place for giving access of the locker to the nominee(s) / survivor(s) / legal heir(s) of the deceased locker hirer/s. Further, a printed copy of the same shall also be given to the nominee(s) / survivor(s) / legal heir(s).

Part 9: Policy – Review/ Amendment/ Modifications

9.1 Review of Policy

Review of the policy will be undertaken every year.

9.2 Amendment/ Modification of Policy

This policy will remain in force till the policy is amended by the Board.

Bank reserves the right to amend/modify this policy as and when deemed fit and proper, at its sole discretion.

MD & CEO and in his absence Executive Director is authorized to approve modifications pertaining to operational issues and to issue clarifications on all operational matters relating to this Policy. Regulatory changes as per RBI will form part of the Policy.



Part B - STANDARD OPERATING PROCEDURE ON SAFE DEPOSIT LOCKER

1. Issuance/Allotment of Lockers

- 1.1 The existing customers of the Bank who have submitted applications for locker facility and who are fully compliant with KYC and Customer Due Diligence shall be given the facility of safe deposit locker subject to on-going compliance.
- 1.2 Non-Customers shall be given the facility of safe deposit locker after complying with the KYC and Customer Due Diligence subject to on-going compliance. He/She/They will be required to open savings/current account at the branch which will be used for recovery of annual locker rent and recovery of other charges (if any).
- 1.3 Application along with stamped locker agreement (stamp duty payable as per respective state/Union Territory laws), two photographs & KYC Documents will be obtained from person(s) willing to take the facility of safe deposit locker. (Proforma of Application for Locker is given in Annexure 1, Proforma of Locker Agreement (New Format) is given in Annexure 2)
- 1.4 All communications sent by post / e-mail / SMS shall be considered to be fully served on the locker hirer(s), if sent to the last registered address/ e-mail id/ mobile number of the locker hirer(s).
- 1.5 Specimen Signature Card (Proforma given in Annexure 3) - The full name(s) and addresses of locker-hirer/s shall be filled in legibly, preferably in block letters. Other particulars such as locker and key number, password, mode of operation etc., shall be filled in properly. All the locker-hirers shall be required to sign at the space provided on the front page as well on the reverse of the Card in front of branch official. Portion relating to 'Release' shall be left blank. Photograph(s) of locker-hirer/s shall be obtained and pasted on the Specimen Signature Card. The photograph(s) shall bear the signatures of both of the locker-hirer/s and the Custodian of the Locker Cabinet/ Assistant Manager/Manager.
- 1.6 Branches will have to renew the locker agreements with existing locker customers also as per the new format by January 1st, 2023 (Proforma of covering letter to be obtained from existing locker holders is given in Annexure 4).
- 1.7 Locker will be allotted by the branches on first come first serve basis.
- 1.8 The Bank will not allow locker to be let out in the single name of a minor as the minor does not possess contractual capacity.
- 1.9 Branches will obtain a Term Deposit (duly discharged on revenue stamp), as Security Deposit, from the locker hirer/s at the time of allotment of locker, for an amount which will cover three years rent and charges for breaking open the locker in case of such eventuality. In case of non-payment of locker rent, the same shall be collected from the Term Deposit. The deposit shall be for a minimum period of three years with an option to auto renew till the continuance of locker facility. Amount of Term Deposit to be obtained from Locker hirer(s) availing small size locker is approximately ₹. 11,000/- (i.e., three years' annual rent and breakopen charge) and is subject to periodical review.
- 1.10 The said term deposit receipt will be kept with the branch along with the safe deposit locker agreement form after marking "Lien" in the system against the allotted locker. Bank's lien will be released only after surrender of the locker by the customer and without any dues to the Bank.
- 1.11 Normally one locker is issued to a single customer. In case that customer needs second locker, prior permission has to be obtained from Zonal Office. Zonal Office may take decision based on purpose and circumstance of the case.
- 1.12 Mobile Number & E-Mail Id of locker applicant(s) will be captured in CBS/Finacle, as bank will send e-mail & SMS to the customer before the end of the day as a positive confirmation of the date and time of the locker operation.



- 1.13 Addition of Hirer – To add a hirer, a request letter signed by all the locker hirers is required. Additionally, fresh locker application to be obtained, fresh locker agreement to be executed, fresh specimen signature card and KYC of new hirer and photographs of all the hirers will be required.
- 1.14 Deletion of Hirer – To delete a hirer, a request letter signed by all the locker hirers is required. Additionally, new mode of operation needs to be mentioned in the request letter. At least one hirer should have operative Saving/Current Account, for collection of the locker rent with proper mandate. Further, fresh locker agreement is to be executed and fresh specimen signature card will be required.
- 1.15 Register for Application for Lockers - All the applications received by the branch shall be entered serially in the Register for Application for Lockers. All particulars, such as name(s) and addresses of the locker hirer/s, locker no., class of Locker, etc., shall be carefully filled in. Dates of release shall also be recorded therein. (Proforma given in Annexure 5)
- 1.16 Branch will maintain a register to keep a record of total number of Lockers hired and number of Lockers surrendered so that it is possible to find out at a particular point of time the number of Lockers let out and number of Lockers lying vacant.

2. Nomination

- 2.1 Nomination facility is available in respect of lockers hired singly as well as jointly. In respect of lockers in joint names, nomination can be made only when the mode of operation is stipulated as "Jointly". When a locker is hired by two or more persons with mode of operation stipulated as "Jointly", each hirer may appoint a nominee on his/her behalf.
- 2.2 Section 45 ZE of the Banking Regulation Act, 1949 does not provide nomination facility in respect of lockers with "Either or Survivor" / "Former or Survivor" / "Anyone or Survivors" / "Latter or Survivor", mandate.
- 2.3 In case of a sole hirer of a locker, nomination will be made in favour of only one individual.
- 2.4 Where two or more individuals hire the safe deposit locker with mode of operation stipulated as "Jointly", nomination can be made in favour of one or more persons. There can be as many nominees as there are locker hirers. That is, the number of nominees cannot exceed the number of hirers.
- 2.5 Where the locker is nominated in the name of a minor, the locker holder shall appoint another person (who is not a minor) lawfully entitled to act on behalf of the minor.
- 2.6 If the locker hirer(s) prefer not to nominate, the fact of refusal may be recorded by obtaining a letter from the applicant(s) for safe deposit locker.
- 2.7 Any nomination in favour of other than an individual will not be valid and hence must not be accepted. Nominee cannot be an Association, Trust, Society or any other organisation.
- 2.8 Illiterate person can also be appointed as a nominee.
- 2.9 On the death of one of the joint hirers of the locker, the contents of the locker are only allowed to be removed jointly by the nominee and the survivor(s) after an inventory is taken. Further a Discharge Slip as per proforma given in Annexure 6 is to be taken from nominee(s)/survivor(s).
- 2.10 Nomination, cancellation of nomination or variation of nomination can be made at any time during locker is under licence.
- 2.11 Variation or Cancellation in the nomination in case of locker hired by two or more individuals jointly can be made only by all the hirers jointly. Nomination form should be signed by all the hires for nomination addition, variation or cancellation.



- 2.12 In case of surrender of lockers or cancellation/ variation of nomination, appropriate noting under proper authentication must be made in the system.
- 2.13 The forms relating to nominations made by locker hirer(s) should be kept along with the application form and locker agreement form in chronological order. As and when any variation/ cancellation of nomination is made, the fresh forms will be taken from the locker hirer(s) and filed with the old forms after making appropriate noting, under proper authentication, on the old form. Then nomination should be recorded / modified in the Finacle too.
- 2.14 At the time of nomination, locker hirer has the option to provide a photograph of the nominee.
- 2.15 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 them or not.
- 2.16 Various forms to be used for nomination

Nomination Form	Usage	Annexure
Form SL 1	Making Nomination by Sole Locker Hirer	Annexure 7
Form SL 1A	Making Nomination by Joint Locker Hirers	Annexure 8
Form SL 2	Cancellation of Nomination	Annexure 9
Form SL 3	Variation of Nomination by Sole Hirer	Annexure 10
Form SL 3A	Variation of Nomination by Joint Hirers	Annexure 11

3. Operation of Locker

- 3.1 Locker can be operated only during Banking / Business Hours.
- 3.2 The locker hirer(s) desirous to operate the Locker shall be required to sign in the "Daily Register of Access of Licensed Lockers" (Proforma given in Annexure 12). He/she/they shall also be requested to fill in and sign Admission Slip for Lockers (Proforma given in Annexure 13). The locker number, password and specimen signature shall be carefully verified with the Specimen Signature Card. Then locker hirer(s) shall be allowed to operate his/her/their Locker with the help of the custodian. While opening the Locker, the Custodian's key as well as locker hirer(s) key shall be applied simultaneously.
- 3.3 The bank's officer / custodian authorizing the locker hirer(s) to access the locker, after unlocking the first key shall not remain present when the locker is opened by the locker hirer(s). The locker hirer(s) can himself / herself /themselves close the locker and custodian's presence at the time of closing the locker is not necessary.
- 3.4 The branch shall maintain a record of all individuals, who have accessed the lockers with the date and time (both check-in and check-out times) on which they have opened and closed the lockers, and obtain their signature.
- 3.5 The branch shall maintain the ingress and egress register for access to Vault Room by locker-hirer/s or any other individual including the branch staff shall be maintained to record the movement of individuals in the Vault Room area with their signatures at appropriate place in the records.
- 3.6 Bank shall send an e-mail and SMS alert to the registered email id and mobile number of the locker hirer(s) before the end of the day as a positive confirmation of the date and time of the locker operation and the redressal mechanism available in case of unauthorized locker access. Branches should make entry in Finacle on locker operations by locker hirer(s).
- 3.7 The Custodian/ Officer-in-charge should inspect the locker room after the locker hirer(s) leave(s) the Locker to see that no valuables are left out inadvertently. The Custodian /Officer-in charge shall also make sure after physical inspection that at the end of the day, all the lockers operated during that day have been properly locked, and that no person is inadvertently trapped in the



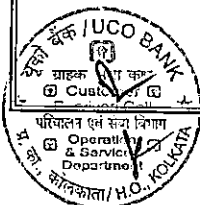
locker room after banking hours. Utmost caution shall be exercised in allowing the locker hirer(s) or the nominees to have access to the Lockers and operation thereon. Safe Deposit Grill Gate should be kept locked at all times and shall be opened only when a locker hirer(s) wants to operate on a Locker.

- 3.8 The Master Key shall always remain in the personal custody of the Custodian during the working hours and even during his/her temporary absence from his/her seat, he/she shall hand over the key to the Manager personally. The key should be kept overnight in the cash safe in the strong room. Under no circumstances, the key shall be allowed to go out of the branch premises and no unauthorized person shall be allowed to have an access to it. UNDER NO CIRCUMSTANCES CUSTODIAN'S KEY SHOULD BE HANDED OVER TO LOCKER HIRER(S) OR ANY OTHER UNAUTHORISED PERSON.
- 3.9 No operation on a Locker on which rent is in arrears will be allowed unless the overdue rent has been cleared. In case of overdue rent, a note shall be made on a slip of paper which shall be kept attached to Specimen Signature Card, so that access to a Locker on which rent is overdue may not be allowed inadvertently. The Admission Slip shall be destroyed after operation of Locker as it contains the pass word and specimen signature and there is danger of its misuse.
- 3.10 Branch will allow locker hirer(s) to operate the locker for specific number of times(operations) in a year (starting from the date of execution of safe deposit locker agreement) or as decided by the Bank from time to time. If the customer wants to operate locker for more than the allowed number of times (operations) specified by the Bank, then the customer has to pay additional amount as operational charge(s) as decided by the Bank from time to time.
- 3.11 Branches shall display a board with the following notice in three languages, viz, Regional, Hindi and English, which shall be strategically placed in the locker room:

Before you leave, please check
WHETHER YOU HAVE CLOSED YOUR LOCKER PROPERLY
&
ANY OF YOUR BELONGINGS HAS BEEN LEFT OUTSIDE

4. Key Maintenance

- 4.1 Locker Key Register - The branch shall maintain a Locker Key Register. This will be maintained key wise to locker wise and locker wise to key wise so as to facilitate tracing the number of Locker from the key number and also tracing the number of key from the Locker number. Moreover, when the locks of the lockers are interchanged, such changes shall be immediately recorded in the Locker Key Register. A proforma of Locker Key Register is given in Annexure 14.
- 4.2 There is no restriction in allowing the customer to use an additional padlock of her/his/their own if there are such provisions in lockers.
- 4.3 During the daytime, the custody of the master key must remain with the Incumbent In-charge or with the Authorised official who act as a custodian. Overnight, it will be kept in the strong room, under the joint custody of the Incumbent In-charge and the Cash-In charge / Head Cashier. A record of such joint custody will be kept in the branch which must be signed, both by the Incumbent In-charge and the Cash in-charge / Head Cashier.
- 4.4 Duplicate Master key of the safe deposit locker must be deposited in safe custody, with another branch of our Bank and in its absence with the branch of nearby branch of other bank, deliverable on joint signatures of the incumbent in-charge and the Cash in-charge / Head cashier.
- 4.5 At branches the keys of vacant lockers will be kept under the joint control of the Incumbent In-charge and the Cash in-charge/ Head cashier.
- 4.6 Once a month, at regular intervals, the keys of vacant lockers should be physically checked by the incumbent In-charge. Such a checking should be evidenced by his certificate under date. If



the Incumbent In-charge himself is the custodian, such exercise should be done by him and the Cash in-Charge / Head cashier and certificate given under their joint signatures.

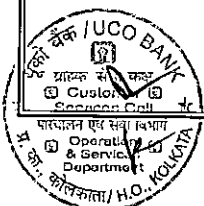
- 4.7 It should be ensured that no locker cabinet is acquired without engraving of Bank Name and Branch Code on the locker keys.

5. Rent Recovery

- 5.1 The Locker shall be hired out for a period of minimum one year and not for a period of less than one year.
- 5.2 Locker rent is recoverable in advance on annual basis and recovery on quarterly or half yearly basis shall not be agreed to. At the time of allotment of locker, proportionate locker rent will be realised for the concerned Financial Year ended 31st March.
- 5.3 Locker rent will be realised from the savings/current account of the locker holder(s) through centralised locker rent recovery during the first week of April every year, for which necessary mandate will be obtained from them. It will be the responsibility of the locker holders to maintain sufficient balance in their linked accounts to facilitate realisation of the annual locker rent. (Proforma of Locker Rent Recovery Mandate is given in Annexure 15)
- 5.4 One month before the annual locker rent is due, Renewal Notice (proforma given in Annexure 16) by letter/ SMS / e-mail will be sent to the locker hirer(s) intimating him/her/them to maintain sufficient balance in his/her/their savings/current account so that centralised locker rent recovery during first week of April every year is executed.
- 5.5 In those cases where centralised locker rent recovery fail for want of sufficient balance in the locker hirer's savings/ current account, a First Reminder Notice (proforma given in Annexure 17) by letter / SMS / E Mail will be sent requesting for depositing the locker rent forthwith. In case the locker rent is still not forthcoming, Second Reminder Notice (proforma given in Annexure 18) shall be sent by letter/ SMS/ e-mail.
- 5.6 Even after sending Second Reminder Notice for payment of annual rent and overdue rent, if no response is received, then branch will liquidate the Term Deposit which was obtained as Security Deposit at the time of allotment of locker, of defaulting locker hirer(s). After realising the annual advance rent and overdue rent, surplus amount (if any) will again be used to make Term Deposit for the period of one year with auto renewal. The said term deposit receipt will be kept with the branch along with the safe deposit locker agreement form after marking "Lien" in the system against the allotted locker. Bank's lien will be released only after surrender of the locker by the customer and without any dues to the Bank. After realising the annual advance rent and overdue rent the locker hirer(s) will be informed about the breaking/liquidating of Term Deposit which was obtained as security deposit.
- 5.7 In case of default in annual locker rent by locker hirer(s), he/she/they will not be allowed to operate the locker till the overdue rent is paid and he/she/they will also be liable to pay penal rent.
- 5.8 Schedule of Locker rent on various sizes of Lockers is available in Bank's Board approved policy on Charges on Deposit and Other Ancillary Services. which is subject to revision from time to time. During the year of revision, the rent at revised rate will be recovered proportionately from the date of revision, and prior to that date, rent at old rate will be realised.
- 5.9 When locker rent is collected in advance, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer.

6. Surrender of Locker

- 6.1 On surrender of a locker, written application from locker hirer(s), is to be taken.
- 6.2 If the locker hirer(s) desires to surrender the locker, the overdue rent, if any, should be recovered prior to locker surrender.

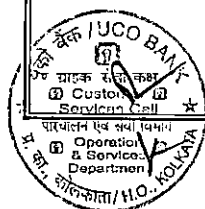


- 6.3 All locker hirers should be present for surrender. In case any of the locker hirer(s) is/are not in position to be physically present at the branch for surrendering the locker for valid reason(s), letter should be obtained from him/her/them explaining the reason(s) for absence and also authorising the other locker hirers to surrender the locker in their absence. Locker operation will be allowed as per the mode of operation, to empty the locker contents. Locker should be surrendered in vacant condition and by handing over the original key to the bank official.
- 6.4 In the case of a Locker to be surrendered by locker hirer(s), he/she/they should sign the Daily Register of Access of Hired Locker and take the Admission Slip as usual. He/she/they shall remove the contents of his/her/their Locker and handover the key to the Custodian. Locker hirer(s) shall also be required to sign the release portion on the reverse of Specimen Signature Card. If the condition is to operate the Locker jointly, then all the Locker hirer(s) shall sign the release portion of Specimen Signature Card.
- 6.5 The lock of the surrendered Locker must be inter-changed with that of a vacant Locker. In case no vacant Locker is available in the branch then a spare lock should be procured from the company which supplied the Locker units and the same should be fitted in the surrendered Locker retaining the lock of that Locker as a spare one. These costs will be borne by the branch.
- 6.6 Only after changing the lock of the surrendered Locker the same should be licenced to another customer.

7. Break Open of Locker

Bank will conduct break open of safe deposit locker under any one of the following circumstances in a manner other than through the normal access by the customer using original locker key. Details of break open of safe deposit locker will be captured in Locker Break Open Module which can be accessed through the link: <https://apps.ucoonline.in/SSO/index.jsp>

- 7.A **When the hirer loses the key and requests for breaking open the locker at her /his cost.**
When intimation has been received from the locker hirer(s) about loss of key, the following procedure shall be adopted for breaking open the Locker:
- 7.A.1 An application shall be obtained from locker hirer(s) (jointly in case of joint-hires) requesting for breaking open the Locker. No Locker shall be broken open without the written consent of all the locker hirer(s).
- 7.A.2 An undertaking to be obtained from the locker hirer(s) that the lost key, if found in future, will be handed over to the bank.
- 7.A.3 The charges applicable for replacement of lost keys/ issue of new locker key shall be communicated to the locker hirer(s).
- 7.A.4 The charges for breaking open the Locker, changing the lock and replacing the lost key shall be realized from the locker hirer(s) in advance and kept in Sundry Creditors Account. The arrear locker rent, if any, should also be realised prior to breaking open the locker.
- 7.A.5 An appointment, in consultation with the locker hirer(s) shall be fixed with the agents of the maker of locker cabinets, to send their mechanic to drill open the Locker. In no case should a Locker be allowed to be broken open or the lock be replaced by a mechanic who is not a representative of the manufacturer of the locker cabinet.
- 7.A.6 Locker shall be broken open in the presence of the locker hirer(s) and 2 (two) officers of the bank. Inventory of articles found at the time of break open will be prepared as per proforma given in Annexure 19. A suitable remark about breaking open of Locker shall be made in Locker Register and Specimen Signature Card.
- 7.A.7 After breaking open of the locker and delivery of the articles to the locker hirer(s) a declaration should be obtained from him/her/them that the locker has been broken open in his/ her/ their presence and the articles have been found intact and removed by him/ her/ them from the locker.



- 7.A.8** The lock and door of the Locker which was broken open, shall be sent to manufacturers for repair.
- 7.A.9** When the door and lock are received back duly repaired by the company, the balance of deposit lying in Sundry Creditors A/c after deducting actual charge and Bank's incidental charges of ₹. 1000/- + GST, shall be refunded to the locker hirer(s).
- 7.B** **When 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.**
- 7.B.1** In case of attachment and recovery of the contents in a locker of locker hirer(s) by any Authority acting either under the orders of a Court or any other competent authority vested with the power to pass such orders, the bank shall co-operate in execution and implementation of the orders.
- 7.B.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 of the branch. The locker hirer(s) 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.
- 7.B.3** The date and time for breaking open the locker shall be decided in consultation with the concerned Govt Agency and the same shall be informed to the locker hirer(s), requesting her/him/them to be present on the scheduled date and time.
- 7.B.4** After breaking open the locker, 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, committee consisting of 2 (two) officers of the bank and 2 (two) independent persons (preferably one will be Bank's empanelled advocate) acting as witnesses and shall be signed by all. A copy of the inventory will be forwarded to the locker hirer(s) at the address available in the branch record or handed over to the customer against acknowledgement.
- 7.B.5** Branch 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.
- 7.C** **When the bank is of the view that there is a need to take back the locker as the locker hirer is not co-operating or not complying with the terms and conditions of the agreement including payment of rent.**

Bank shall have the discretion to break open any locker following due procedure if rent is outstanding for a very long period (3 consecutive years)/ if the branch is of the view that there is a need to take back the locker as the locker hirer/s is/are not co-operating or not complying with the terms and conditions of the agreement including payment of rent/the locker remains inoperative (irrespective of whether rent is paid or not) for a period of 7 (seven) years or more and the locker hirer(s) cannot be located by the Bank.

- 7.C.1** The branch shall ensure to notify the defaulting locker hirer(s) by issuing Termination Notice (Proforma given in Annexure 20) giving him/her/them reasonable time [not less than 3 (three) months] to pay the overdue locker rent and penal rent or/and to surrender/vacate the locker allotted to him/her/them and handover the key failing which Bank will terminate the locker agreement after expiry of the notice period and shall proceed further against him / her / them for breaking open the locker.
- 7.C.2** In case no response is received from the locker hirer(s) to the Termination Notice and the notice period of 3 months expires, the locker agreement and the licence shall stand terminated. The branch, after obtaining permission from the Zonal Office, shall issue a Break Open Notice (Proforma given in Annexure 21) to the locker hirer(s), advising him/her/them that in case he/she/they do not pay the overdue locker rent, penal rent and/or surrender and vacate the locker within the notice period of not less than 3 (three) months, Bank will break open the locker and the entire cost of break open process will be borne by the locker hirer(s). The Break Open



Notice will be issued through a letter, email to the registered address/ email id and SMS alert to mobile phone number.

- 7.C.3** Serving of Break Open Notice will terminate the locker agreement and licence which was granted to the locker hirer(s) and he/she/they will have to execute fresh agreement with the bank to avail the safe deposit locker facility.
- 7.C.4** If the letter is returned undelivered or the locker hirer(s) is/are not traceable, the branch shall issue public notice in two daily newspapers (one in English and another in local language) giving date and time fixed for conducting Break Open Process (the date should be at least 3 months from the date of break open notice or later) to the locker hirer(s) or to any other person/s who has/have interest in the contents of locker to respond.
- 7.C.5** If still no positive response is forthcoming, the branch shall fix the date and time (which is as per the date and time mentioned in Break Open Notice or later) for breaking open the locker in consultation with the agent of the locker manufacturer and inform the same to the locker hirer(s).
- 7.C.6** Locker shall be broken open in the presence of committee consisting of 2 (two) officers of the branch and 2 (two) independent persons (preferably one will be Bank's empanelled advocate) acting as witnesses. So far as the bank's lawyer is concerned, his/her charges would be required to be paid and should be added to the dues of the defaulting locker hirer(s) to the Bank.
- 7.C.7** Further, branch 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.
- 7.C.8** Branch shall also ensure that the details of breaking open of locker are documented in CBS or any other computerised systems compliant with the Cyber Security Framework issued by RBI, apart from locker register.
- 7.C.9** After breaking open of locker, the contents found (if any) shall be kept in sealed envelope with detailed inventory after getting valuation of the contents done by the Bank's empanelled valuer, inside fireproof safe in a tamper-proof way until locker hirer(s) claims it.
- 7.C.10** While returning the contents of the locker in future, the branch shall obtain acknowledgement of the locker hirer(s) on the inventory list to avoid any dispute in future.
- 7.C.11** Branch shall ensure that inventory is prepared in triplicate as per proforma given in Annexure 22 or as near thereto as circumstances require. If the locker is found empty, it should also be recorded in the inventory.
- 7.C.12** After completion of Break Open of Locker, the Term Deposit, if obtained by the branch at the time of allotment of locker to the customer, will be used to recover the overdue rent, penal rent and other charges (break open charges/ wages paid to mechanic/ cost incurred in sending the lock and door to company for getting it replaced/ repairing charges/ fitting charges/ charges of advocate/ incidental charges, etc), on the strength of right to set off available with bank. Surplus amount, if any, shall be credited to Sundry Creditors Account/ designated saving/current account of locker holder.
- 7.C.13** Cash and FDRs/RDs (in same right and capacity) pertaining to our Bank, if any found in the Locker, should be used first to recover the overdue rent, penal rent and other charges (break open charges/ wages paid to mechanic/ cost incurred in sending the lock and door to company for getting it replaced/ repairing charges/ fitting charges/ charges of advocate/ incidental charges, etc) and the remaining cash and other certificates / receipts (if any) will be kept in a packet which shall be sealed and signatures of all persons concerned put thereon.
In case articles of bullion, sovereign, ornaments or jewellery etc is found, same (sufficient to fetch an amount equivalent to branch's dues and other charges) will be got valued from bank's empanelled valuer and then auctioned after serving auction notice as per point no. **7.C.18** below and remaining articles (if any) will be kept in a packet which shall be sealed and signatures of all persons concerned put thereon. Full particulars shall be stated in the relative voucher under



authentication of all the witnesses. The packet containing contents of the Locker together with original copy of the inventory shall be kept in safe custody for delivery to the locker hirer(s) or nominee, as the case may be, in due course. Second copy of the inventory should be sent to Zonal Office and third copy kept in branch file. Branch shall not open sealed/ closed packets if any found in the locker, unless required under law.

- 7.C.14 Locker hirer(s) will be informed that his/her/their locker has been broken opened and also intimated about liquidation of the Term Deposit and recovery of overdue rent, penal rent and other charges from its proceeds, by sending letter to him/ her/ them.
- 7.C.15 A report of the action taken, the names of persons before whom the locker was opened and a copy of the inventory shall be sent to Zonal Office.
- 7.C.16 In case the Locker on being broken open is found empty, an intimation should be sent to the locker hirer(s) as per proforma given in Annexure 23.
- 7.C.17 If some items are found in the Locker, a further notice should be sent to the locker hirer(s) as per proforma given in Annexure 19.
- 7.C.18 In case, amount recovered by pre mature closure of Term Deposit account, if obtained by the branch at the time of allotment of locker to the customer as a security deposit, is not sufficient to recover overdue rent, penal rent and other charges (break open charges/ wages paid to mechanic/ cost incurred in sending the lock and door to company for getting it replaced/ repairing charges/ fitting charges/ charges of advocate/ incidental charges, etc), next step will be to auction a portion of the inventory which may be considered sufficient to fetch an amount equivalent to branch's dues and other charges. In terms of Clause 3.3.9 of Locker Agreement, the Bank has a right to sell the contents of the Locker for realization of rent and other charges by public auction. After obtaining permission from Zonal Office, arrangements shall be made for Public Auction. Before sale of the contents of the Locker by conducting public auction, an "Auction Notice" (proforma given in Annexure 24) of not less than 3 (three) months should be sent to the locker hirer(s) in writing by registered post/ speed post (and also by (i) email where email id of the locker hirer(s) is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the locker hirer(s) is available, conveying about the intention of the branch to auction the contents of the locker for recovery of the dues to the Branch. The said 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.
- 7.C.19 At the time of auction, proper list of bids of sale shall be prepared by the Manager and Custodian in the presence of two respectable persons. It shall be got signed by bidders. After the auction is over, the amount of sale proceeds shall be appropriated towards the bank dues, and the balance, if any, shall be credited to Sundry Creditors Account/ designated saving/current account of locker holder. An intimation about the auction and the appropriation of sale proceeds towards the Bank's dues shall be sent to the locker hirer(s) at the address recorded with the branch as per proforma given in Annexure 25.
- 7.C.20 If the proceeds of auction are not sufficient to meet the bank's dues, steps shall be taken to recover the balance amount from locker hirer(s).

8. Procedure to be followed when Hirer has left Locker Open

- 8.1 The custodian shall inspect Locker soon after it has been used by the locker hirer(s) to find out that Locker has been properly closed and no article has been left outside inadvertently.
- 8.2 It may sometimes happen that the locker hirer(s) has departed leaving his/her Locker wide open or closed but not locked. Whenever any Locker is found open, the locker hirer(s) shall be called to come to the Branch immediately with the key and shall be informed of the position on his arrival at the branch. (When calling the locker hirer(s), no indication shall be given to him/her about the unlocked Locker). The locker hirer(s) shall be asked to check the contents of the Locker and be satisfied about them. He/she shall give a statement in writing to that effect to branch. Zonal Office/Head Office shall be advised in the matter.



8.3 It may so happen that the locker hirer(s) who has left his/her Locker open is not immediately available. If the locker hirer(s) has left the key in the Locker, it shall be closed after a list of all the contents is made in the presence of and signed by the Manager, the Asst. Manager, the Custodian and two respectable persons preferably customers known to the branch. Key shall be sealed and kept in the custody of Manager until the locker hirer(s) comes to the bank, checks the contents of his/her locker and gives a statement stating that those are intact. A report shall be sent to Zonal Office/Head Office in this connection.

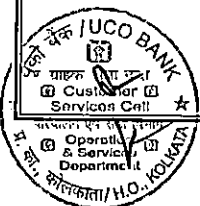
8.4 It may be that the Locker is found open without the key and locker hirer(s) is not immediately available. In that case, the contents of the Locker must be removed immediately in the presence of the Manager, the Asst. Manager, the Custodian and two respectable persons preferably customers known to the branch. A list of all the contents shall be prepared and signed by all the stated persons. The contents shall be put in an envelope which shall be sealed in the presence of all including Manager and Chief/Head Cashier. When the locker hirer(s) calls on bank, the contents of Locker shall be given to him/her against his/her receipt stating that those are intact. Zonal Office/Head Office shall be advised in the matter.

9. Lost Locker Key Found by a Third Party

9.1 Sometimes it may so happen that the locker hirer(s) has misplaced the key and it has been found by a third party and the latter comes to bank to handover the key. In such cases, the following procedure should be followed provided the Locker has not already been broken open:

- i Branch officials should scrutinize the locker register, locker key register to identify the locker hirer(s) to whom the found key actually belongs.
- ii THE BRANCH SHOULD NOT ACCEPT THE LOST KEY FROM THE FINDER, AS FAR AS POSSIBLE because the Custodian is in possession of the master key. Attempt shall be made to contact the locker hirer(s) and call him/her/them to branch. If that is not possible, the finder should be supplied with the address of the locker hirer(s) and asked to contact the locker hirer(s) directly.
- iii If the finder insists on the branch accepting the key as he/she has no time to get in touch with the locker hirer(s), the Custodian may accept the key and keep it in a sealed envelope and it shall be signed by Manager, Custodian and Finder. The address with mobile number and e-mail address of the finder should be noted. The sealed envelope shall be kept at the branch under joint custody of Custodian and Manager. The locker hirer(s) shall be informed and whenever he/she calls on the branch, the key should be handed over to him/her by the Custodian in the presence of Manager and the following declaration should be obtained from him:
 - A That I had lost my key of the Safe Deposit Locker No
 - B That I have today received the key in a sealed envelope from the Custodian of the locker cabinet to whom it was delivered by the finder. The envelope bears the signature of the Custodian, the Manager and the Finder.
 - C That I have opened the locker in the presence of Custodian and Manager.
 - D That I have checked the contents of the Locker and found them intact and in order.
 - E That I indemnify the Bank and its staff for any subsequent damage that may be caused to or claim that may be made upon the branch with regard to the locker.

9.2 Matter shall be reported to Zonal Office under whose jurisdiction branch falls.



10. Appointment of an Attorney

- 10.1 A locker hirer(s) has a right to appoint an Attorney or Attorneys to have access to the Locker. In case the locker hirer(s) is/are desirous of appointing an Attorney to have access to the Locker, a mandate (Proforma given in Annexure 26) shall be got signed. This form should be signed by the locker hirer(s) on branch premises in the presence of an Officer of the branch.
- 10.2 A general Power of Attorney is too broad and not specific enough to be recognized for access to Safe Deposit Locker. The locker hirer(s) shall therefore, be asked to execute a Special Power of Attorney, granting the power of access to Locker to the attorney and also mentioning the locker number therein.
- 10.3 The signature of the Attorney shall be recorded on the right side of Specimen Signature Card below specimen signature(s) of the locker hirer(s). The reverse side of the above Card shall contain only the locker hirer(s) specimen signature(s). Signature of the Attorney shall not be recorded in the original Application Form.
- 10.4 The photograph and KYC of the Attorney should be obtained invariably and pasted to the Specimen Signature Card. The photograph(s) should bear the signature(s) of the locker hirer(s), Attorney and the Custodian / In charge of the locker cabinet.
- 10.5 Regarding appointment of Attorney, the following points shall be borne in mind:
- When there is more than one locker hirer, all of them shall join together in giving the power of access to the locker to a third party. Instructions from one of the locker hirers(s) deputing an Attorney shall not be accepted. However, authority vested in an Attorney can be revoked by any one of the locker hirers singly.
 - Similarly in case of locker allotted to a partnership firm, all the partners shall join in appointing an Attorney.
 - The appointment of an Attorney shall not cancel the access authority of the existing Attorneys, if any, previously appointed. Therefore, branch shall preferably remind the locker hirer(s) of the others who have access at the time a new Attorney is appointed.
 - An attorney cannot appoint any other Attorney unless there is an express provision in the Power of Attorney authorizing him/her to do so.
 - A minor shall not be accepted as an Attorney.
 - An Officer or other employee of the bank shall not be permitted to be Attorney for Lockers.
 - Fiduciaries such as Executors, Administrators and Legal Guardians cannot appoint Attorney. Such fiduciaries are court appointees and as such they do not themselves have the power of appointment. Consequently, they cannot delegate authority of access.
 - Similarly, since Officers having access to lockers rented to Limited Companies, Municipal Committees or such other Public Bodies and Associations etc., are appointed by resolutions of Directors or other governing bodies, they cannot appoint Attorneys.
 - Death, insolvency of locker hirer or any of the locker hirer(s) revoke the authority given in



favour of a third party to have access to locker.

- j An Attorney will not automatically get power to give instructions to the bank to break open the locker if there is no specific provision to that effect in the original power of attorney.
- k The locker hirer(s) can at any time revoke the authority given by him/her/them to an Attorney. On receipt of notice of revocation of authority, the bank shall not allow the Attorney to have access to Locker. His/her signature shall be cancelled on Specimen Signature Card and proper note to the effect shall be given therein.
- l Any instruction given over the telephone/mobile or e-mail or any other electronic mode cancelling the Attorney's Power to have access to Locker shall be immediately followed by written confirmation and until such time the confirmation is received, access to the Lockers shall not be allowed. At the same time a letter should be written to the locker hirer(s) to confirm his/her oral instructions by return mail.

10.6 Difference between Joint Hirer and Attorney

10.6.1 The difference between joint locker hirer and attorney should be clearly understood. If a Locker is licensed in joint names, the bank cannot delete the name of one of the locker hirers at the instance of the other locker hirer(s). If any one of the joint locker hirers informs the bank that instructions regarding operation of Locker by either or any one of them is to be cancelled, the bank will have to abide by these instructions and in that event, access to the Locker can be allowed only to the locker hirers jointly.

10.6.2 However, in case of an attorney, the locker hirer can at any time revoke the authority and bank cannot allow the attorney to operate on the Locker after receipt of notice of revocation of authority. In the case of joint locker hirers, although attorney can be appointed under the signatures of all locker hirers, his/her authority can be revoked by anyone of the locker hirers. Such authority is also determined automatically on the death, insanity or bankruptcy of sole locker hirer or any of the joint locker hirers. Further the attorney unlike joint locker hirer, cannot demand that Locker should be operated jointly by him/her and locker hirer(s).



Part C – Annexure to Locker Policy & SOP on Safe Deposit Locker

Annexure 1

APPLICATION FOR HIRING OF SAFE DEPOSIT LOCKER

Application No.: _____

Date: ___/___/___

To
The Branch Manager
_____ Branch

I/We have an account with the UCO Bank, _____ branch, and wish to avail of the Locker Facility offered by UCO Bank located at _____ branch. I/We hereby furnish the information necessary for availing the Locker Facility from the Bank. I/We have read, understood and agree to the terms and conditions of the bank relating to the locker facility as per Safe Deposit Locker Agreement.

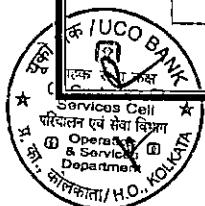
Details of applicant(s)

1 st applicant's colour photograph and sign across it.

2 nd applicant's colour photograph and sign across it.

3 rd applicant's colour photograph and sign across it.

Name(s) of applicant(s)			
Nationality			
Date of Birth/ Date of Incorporation			
Customer ID			
Mailing/ Correspondence Address*			
City			
Pin Code			
Mobile No			
E-Mail Id			



Mode of Operation: _____

Password : _____

Payment Details

I/We hereby authorise the branch to debit my/our savings/current Account towards the rent payable for the hire of the Locker Facility.

Account No. _____

Signature(s) _____
Account Holder Account Holder Account Holder

Nomination

- The benefits of nomination have been explained to me / us. I/We do not wish to avail of nomination facility.
- I/We enclose Nomination form duly filled.

Receipt of Keys and Copy of Locker Agreement

I/We acknowledge the receipt of the keys of the Locker in a sealed condition.

The key Number is _____

I/We further acknowledge the receipt of copy of Safe Deposit Locker Agreement.

Signature(s) _____
1st applicant 2nd applicant 3rd applicant

***The mailing/ Correspondence address should be the same as is given in respect of your Account with us. All correspondence from the bank shall be on this address, whether the Locker is held in individual or joint name.**

(To be filled in by the Office)

Application No.: _____ Key No.: _____ Issued.

Custodian

Manager



सुरक्षित जमा लॉकर करार

अनुलग्नक 2

यह सुरक्षित जमा लॉकर करार आज वर्ष दो हजार के माह की तिथि को की गई ।

यूको बैंक, जिसका प्रधान कार्यालय 10, बी.टी.एम. सरणी, कोलकाता में तथा अन्य स्थलों में से एक शाखा कार्यालय में अवस्थित है, बैंकिंग कंपनियों (उपक्रमों का अधिग्रहण और अंतरण) अधिनियम, 1970 तथा संशोधित बैंकिंग कानून (संशोधित) अधिनियम, 1985 के तहत गठित एक निगमित निकाय (इसके पश्चात "बैंक/लाइसेंसर" के रूप में संदर्भित किया जाएगा, जब तक कि अभिव्यक्ति को संदर्भ से बाहर या प्रतिकूल नहीं किया जाता है, तब तक इसके उत्तराधिकारी और समनुदेशितों को शामिल समझा जाएगा) प्रथम पक्ष

तथा

श्री/श्रीमती/सुश्री/मेसर्स _____ पता _____

(इसके पश्चात "ग्राहक /लाइसेंसर" के रूप में संदर्भित किया जाएगा, जब तक कि अभिव्यक्ति को संदर्भ से बाहर या प्रतिकूल नहीं किया जाता है, तब तक इसका/इसकी वारिस, निष्पादक, प्रशासक, उत्तराधिकारी और समनुदेशितों को शामिल समझा जाएगा) इस करार में द्वितीय पक्ष है।

यह लॉकर करार, बैंक और उसके ग्राहक के बीच, करार की अनुसूची में उल्लिखित स्थान और तारीख को निष्पादित किया गया ("करार") है।

"बैंक" शब्द में उसके उत्तराधिकारी, प्रशासक एवं समनुदेशिनी शामिल है और "ग्राहक" शब्द में जब ग्राहक:

- (क) एक या अधिक व्यक्ति है तो "ग्राहक" शब्द में उसके उनके वारिस, निष्पादक, प्रशासक एवं विधिक प्रतिनिधि शामिल हैं;
- (ख) कोई स्वामित्व फर्म है तो ग्राहक शब्द में फर्म के मालिक और उसके उनके वारिस, निष्पादक, प्रशासक और विधिक प्रतिनिधि शामिल हैं
- (ग) कोई भागीदार फर्म है तो "ग्राहक" शब्द में ऐसी फर्म, उसके उत्तराधिकारी, ऐसी फर्म के भागीदार, उत्तरजीवी या उनमें से उत्तरजीवी या प्रत्येक के वारिस, निष्पादक, प्रशासक, विधिक प्रतिनिधि शामिल हैं;
- (घ) कोई हिन्दू अविभक्त परिवार (एचयूएफ) है, तो "ग्राहक" शब्द में उसके सदस्य और उनके उत्तरजीवी, विधिक वारिस, निष्पादक, प्रशासक तथा विधिक प्रतिनिधि शामिल हैं; और
- (ङ) कोई लिमिटेड कंपनी है तो "ग्राहक" शब्द में उसके उत्तराधिकारी शामिल हैं; और
- (च) एक संस्था या न्यास, उसके सदस्य और उनके उत्तरजीवी, कानूनी उत्तराधिकारी, निष्पादक, प्रशासक, और कानूनी प्रतिनिधि।

(बैंक और ग्राहक प्रत्येक को "पार्टी" और उन्हें सामूहिक रूप से "पार्टियों" कहा जाएगा)

जबकि :

- (क) सुरक्षित जमा लॉकर का लाभ उठाने के इच्छुक ग्राहक ने ऐसी सुविधा प्राप्त करने हेतु शाखा से संपर्क किया है;
- (ख) कुछ निबंधनों एवं शर्तों के अधधीन, ग्राहक को सुरक्षित जमा लॉकर सुविधा उपलब्ध कराने हेतु बैंक सहमत है और
- (ग) इस संबंध में अपने आपसी समझौते को परिनिर्धारित करने हेतु पार्टियों ने इस करार पर हस्ताक्षर करने का निर्णय लिया।

SAFE DEPOSIT LOCKER AGREEMENT

Annexure 2

This Agreement for Safe Deposit Locker is made at _____ on this _____ Day of _____
Two Thousand _____.

UCO Bank, a Body Corporate constituted under The Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended by the Banking Laws (Amendment) Act, 1985 having its Head Office at No. 10, B.T.M. Sarani, Kolkata and a Branch Office amongst other places at _____ (hereinafter referred to as "**Bank/Licensor**", which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the First Part.

AND

Mr./Mrs./Ms./M/s _____ of _____ (hereafter referred to as the "**Customer/Licensee**", which expression shall unless excluded by or repugnant to the context be deemed to include his/her/its heirs, executors, administrators, representatives, successors and assigns) of the Second Part.

THIS LOCKER AGREEMENT IS MADE BETWEEN THE BANK AND ITS CUSTOMER AT THE PLACE AND ON THE DATE AS STATED ABOVE AND STATED IN THE SCHEDULE HERETO ("THE AGREEMENT")

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

- (a) one or more individuals, his/ her/ their heirs(s), executor(s), administrator(s) and legal representative(s);
- (b) a proprietorship firm, the proprietor and his/ her heirs(s), executor(s), administrator(s) and legal representative(s);
- (c) a partnership firm, such firm and its successor, such firm's partners, the survivor or survivors among them and the heir(s), executor(s), administrator(s), legal representative(s) of each one of them;
- (d) a Hindu Undivided Family (HUF), its members and their survivor(s), legal heir(s), executor(s), administrator(s) and legal representative(s); and
- (e) a limited company, its successors; and
- (f) an Association or Trust, its members and their survivor(s), legal heir(s), executor(s), administrator(s), and legal representative(s);

(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.

पार्टियों द्वारा तथा उनके बीच निम्नानुसार करार किया जाता है:

1. लॉकर लाइसेंस

1.1 लाइसेंसदाता के रूप में बैंक एतद्वारा लाइसेंसधारक के रूप में ग्राहक को, इस करार में उल्लिखित निबंधनों एवं शर्तों के अधधीन, सुरक्षित जमा लॉकर यहां इसके पश्चात "लॉकर" कहा गया है) का उपयोग करने हेतु लाइसेंस प्रदान करता है, जिसके ब्यौरों का सुस्पष्ट वर्णन इस करार की अनुसूची में किया गया है।

1.2 ग्राहक एतद्वारा, यहां अनुसूची में किराए ("किराया") के रूप में निर्दिष्ट शुल्क के लिए यहाँ उल्लिखित शर्तों पर प्रदत्त लाइसेंस को स्वीकार करता है।

1.3 लॉकर का उपयोग करने का जो लाइसेंस एतद्वारा प्रदान किया गया है वह:-

(क) व्यक्तिगत है और ग्राहक के स्वयं के उपयोग के लिए है और ग्राहक से भिन्न किसी भी व्यक्ति के उपयोग के लिए नहीं;

(ख) गैर-स्थानांतरणीय है;

(ग) केवल वैध प्रयोजनों के लिए है, जैसे-आभूषण एवं दस्तावेज़ रखना और इसका प्रयोग किसी नकदी या मुद्रा रखने के लिए नहीं है;

(घ) इसमें निम्नलिखित रखना मना है:

(i) शस्त्र, हथियार विस्फोटक, नशीले पदार्थ और/या वर्जित सामग्री; और/या

(ii) कोई खराब होने वाले वस्तु और/या रेडियोधर्मी सामग्री और/या कोई अवैध वस्तु; और/या

(iii) कोई सामग्री जो बैंक या उसके किसी ग्राहक के लिए खतरा या परेशानी उत्पन्न कर सकती हो।

1.4 इस करार के तहत निर्धारित निबंधनों एवं शर्तों के अनुसार लॉकर परिचालित करने एवं उसका उपयोग करने के अधिकार के अलावा ग्राहक को इस लॉकर में कोई अधिकार या संपत्ति नहीं होगी।

1.5 ग्राहक उक्त लॉकर को किसी अन्य व्यक्ति को उप-लाइसेंस या पुनः लाइसेंस नहीं देगा और इसके लिए किसी भी व्यक्ति से किसी भी प्रकार का प्रभार नहीं लेगा।

1.6 ग्राहक को:

(क) बैंक के किसी भी कार्यदिवस पर, लॉकर परिचालन हेतु बैंक द्वारा समय-समय पर अधिसूचित समय के दौरान और ऐसी अधिसूचना के अभाव में, बैंक के कारोबार समय के दौरान, लॉकर का उपयोग करने की अनुमति होगी। तथापि, यदि बैंक अपने नियंत्रण से परे किसी कारणों जैसे बाढ़, उपद्रव, कर्फ्यू, लॉक आउट आदि से बंद रहता है, तो लॉकर परिचालन की अनुमति देने हेतु बैंक बाध्य नहीं होगा;

(ख) बैंक के अभिलेखों में, बैंक द्वारा निर्धारित तरीके से लॉकर परिचालन के ब्यौरों की प्रविष्टि करने के पश्चात, लॉकर परिचालित करने की अनुमति होगी, और

(ग) बैंक द्वारा मांगा गया पहचान-प्रमाण प्रस्तुत करने के पश्चात् लॉकर का उपयोग करने की अनुमति होगी।

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 licence 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 jewellery 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 not sub-license or re-license the said locker to any other person and will not take any kind of charges from any person for the same.
- 1.6 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.

2. ग्राहक के वचन एवं बाध्यताएं

2.1 ग्राहक:

- (क) लॉकर का उपयोग केवल उस प्रयोजन के लिए करेगा जिसके लिए उसे उपलब्ध कराया गया है और लागू कानून एवं विनियमों के अनुरूप उसका उपयोग करेगा;
- (ख) लॉकर परिचालन के संबंध में बैंक द्वारा समय-समय पर अपनाए गए नियमों एवं विनियमों का पालन करेगा;
- (ग) लॉकर खोलने के लिए बैंक द्वारा प्रदत्त चाबी, पासवर्ड या अन्य पहचान तंत्र को सुरक्षित स्थान पर रखेगा और उसे किसी अन्य व्यक्ति के साथ साझा नहीं करेगा और उन्हें किसी अन्य व्यक्ति के हाथों में पड़ने नहीं देगा ताकि लॉकर का प्राधिकृत उपयोग संरक्षित रहे;
- (घ) लॉकर का परिचालन केवल बैंक द्वारा उपलब्ध कराई गई चाबी, पासवर्ड या अन्य पहचान तंत्र का प्रयोग करते हुए करेगा; और अन्यथा नहीं;
- (ङ) लॉकर के संचालन के लिए बैंक द्वारा प्रदान की गई चाबी या किसी अन्य पहचान व्यवस्था के साथ छेड़छाड़ नहीं करेगा या उसकी कॉपी नहीं बनाएगा;
- (च) लॉकर के संचालन के लिए बैंक द्वारा प्रदान की गई चाबी, पासवर्ड या किसी अन्य पहचान व्यवस्था के खो जाने की स्थिति में बैंक को तुरंत सूचित करेगा;
- (छ) लॉकर के संचालन के लिए बैंक द्वारा प्रदान की गई चाबी, पासवर्ड या किसी अन्य पहचान व्यवस्था को बैंक को तुरंत वापस करेगा, यदि पूर्व में उनके खो जाने की सूचना उसने बैंक को दी हो;
- (ज) देय होने पर किराए और/या प्रभारों के साथ-साथ लागू करों का बैंक को भुगतान करेगा और निम्नलिखित के लिए बैंक द्वारा किए गए सभी खर्चों का वहन करेगा :-
- (i) बैंक द्वारा प्रदान की गई चाबी के गुम होने की ग्राहक की सूचना पर लॉकर के लॉक को बदलना और उसकी मरम्मत करना, तथा
- (ii) इस करार की शर्तों के अनुसार लॉकर को तोड़कर खोलना।
- (झ) ग्राहक के पते में परिवर्तन होने पर बैंक को तुरंत सूचित करें तथा फोन नंबर, ईमेल आईडी, मोबाइल नंबर आदि सहित नया पता और संपर्क विवरण प्रदान करें।

3. बैंक के अधिकार

3.1 बैंक का अधिकार होगा कि वह:

- (क) ग्राहक के खाते को डेबिट करते हुए किराए की वसूली, देरी के मामले में दंडस्वरूप किराया, लॉकर के संबंध में बैंक द्वारा वहन किए गए अन्य कानूनी रूप से वैध प्रभार और लागत की वसूली करे, यदि ग्राहक द्वारा देय होने पर इसका भुगतान नहीं किया जाता है; तथा
- (ख) लॉकर परिचालन करने की अनुमति न देना -
- (i) यदि लॉकर पर देय किराया बकाया रहता है; तथा
- (ii) लॉकर का उपयोग करते समय बैंक द्वारा मांगे जाने पर ग्राहक, पहचान का प्रमाण प्रदान करने में विफल रहता है।
- (ग) ग्राहक को समय-समय पर बैंक द्वारा तय किए गए अनुसार एक वर्ष में विशिष्ट संख्या में लॉकर परिचालन करने की अनुमति दे और यदि ग्राहक बैंक द्वारा निर्दिष्ट समय से अधिक बार परिचालन करना चाहता है तो ग्राहक को समय-समय पर बैंक द्वारा तय किए गए लागू कर के साथ परिचालन प्रभार हेतु अतिरिक्त राशि का भुगतान करना होगा।
- (घ) लॉकर को परिचालित करने के लिए केवल लॉकर धारक (कों) को लॉकर रूम में प्रवेश करने की अनुमति दे और किसी अन्य व्यक्ति को लॉकर रूम में प्रवेश करने की अनुमति न दे।

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 tamper 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 and/or charges plus applicable taxes 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, penal rent in case of delay, other legally valid charges and 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.
- (c) Allow the customer to operate the locker for specific number of times in a year as decided by Bank from time to time and if the customer wants to operate for more than the time specified by the Bank, then the customer has to pay additional amount for operational charges with applicable tax as decided by the Bank from time to time.
- (d) Allow only the Locker Holder(s) to enter into Locker Room to operate the Locker and no other person shall be allowed to enter into the Locker Room.

3.2 लाइसेंस की समाप्ति

- 3.2.1 इस करार के संबंध में ग्राहक के उल्लंघन या चूक की स्थिति में और/या बैंक यह देखते हुए कि ग्राहक सहयोग नहीं कर रहा है और/या इस करार के नियमों और शर्तों का अनुपालन नहीं कर रहा है तो बैंक को करार तथा इसके अंतर्गत लाइसेंस को समाप्त करने का अधिकार होगा परन्तु इसके पूर्व ग्राहक को पंजीकृत डाक या स्पीड पोस्ट द्वारा कम-से-कम 3 (तीन) महीने की पूर्व लिखित सूचना जारी की जाएगी (तथा (i) ईमेल द्वारा भी, जहां ग्राहक की ईमेल आईडी उपलब्ध है और (ii) एसएमएस और/या व्हाट्सएप द्वारा, जहां ग्राहक का मोबाइल फोन नंबर उपलब्ध है)। ("समाप्ति सूचना")
- 3.2.2 टर्मिनेशन नोटिस प्राप्त होने पर, लाइसेंसकर्ता तुरंत तथा टर्मिनेशन नोटिस के अंतर्गत निर्धारित नोटिस अवधि के अंत से पहले लॉकर को सरेंडर करेंगे और उसे खाली करेंगे तथा बैंक द्वारा लॉकर खोलने पर प्रदान की गई चाबियां, पासवर्ड या कोई अन्य पहचान व्यवस्था और दस्तावेज बैंक को सौंप देंगे।

3.3 लॉकर को तोड़ना और उसकी सामग्री के संबंध में कार्रवाई करना

- 3.3.1 इस करार के प्रावधानों, बैंक की आंतरिक नीति(यों) और लागू कानूनों और विनियमों के अनुसार किसी एक या अधिक निम्नलिखित घटनाओं के होने पर बैंक के पास लॉकर को तोड़ने और इसकी सामग्रियों के संबंध में कार्रवाई करने का अधिकार होगा -
- (क) यदि ऐसा होता है कि उपबंध 3.2.1 के अनुसार ग्राहक को टर्मिनेशन नोटिस दिया जाता है और ग्राहक टर्मिनेशन नोटिस के अंतर्गत निर्धारित नोटिस अवधि की समाप्ति के बाद लॉकर को सरेंडर और खाली नहीं करता है;
- (ख) किराया लगातार 3 (तीन) वर्षों तक नहीं चुकाया जाता है तथा
- (ग) लॉकर 7 (सात) साल या उससे अधिक की अवधि के लिए निष्क्रिय रहता है (चाहे किराए का भुगतान किया गया हो या नहीं); और बैंक द्वारा ग्राहक का पता नहीं लगाया जा सका है।
- 3.3.2 लॉकर को तोड़ने के अधिकार के प्रयोग करने से पहले, लॉकर को तोड़ने की बैंक की प्रस्तावित कार्रवाई के विषय में बैंक ग्राहक को कम से कम 3 (तीन) महीने की लिखित सूचना (उपर्युक्त खंड 3:2.1 के तहत समाप्ति नोटिस के अलावा) पंजीकृत डाक/स्पीड पोस्ट से भेजेगा (और (i) ईमेल द्वारा, जहां ग्राहक की ईमेल आईडी उपलब्ध है तथा (ii) एसएमएस और/या व्हाट्सएप द्वारा, जहां ग्राहक का मोबाइल फोन नंबर उपलब्ध है)। ("तोड़ने की सूचना")।
- 3.3.3 इस करार के अंतर्गत कुछ भी होने के बावजूद, लॉकर तोड़ने से पहले बैंक, ग्राहक के मोबाइल फोन पर संदेश भेजकर, ग्राहक के पते पर व्यक्तिगत संदेशवाहक भेजकर, ग्राहक की लैंड लाइन मोबाइल पर फोन कॉल आदि करके, ग्राहक से संपर्क करने का हर संभव प्रयास करेगा।
- 3.3.4 यदि बैंक द्वारा भेजे गए टर्मिनेशन नोटिस और लॉकर तोड़ने के नोटिस को बिना सुपुर्द किए लौटा दिया जाता है या बैंक द्वारा उचित प्रयास किए जाने के बावजूद ग्राहक का पता नहीं लग पाता है, जिसमें उपर्युक्त उपबंध 3.3.2 और 3.3.3 के अंतर्गत उक्त पर्याप्त प्रयास शामिल हैं तो बैंक, लॉकर को तोड़ने से पहले, लॉकर को तोड़ने के बैंक के इरादे के बारे में, कम से कम 3 (तीन) महीने के अंदर न्यूनतम 2 (दो) समाचार पत्रों में (एक अंग्रेजी में और दूसरा स्थानीय भाषा में) सार्वजनिक सूचना जारी करेगा तथा यह सूचना उसी स्थान पर दी जायेगी जहां ग्राहक रहता है, जैसा कि संबंधित करार में कहा गया है या ग्राहक द्वारा बैंक को बाद में सूचित किया गया है।

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 Licensee 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 लॉकर को तोड़ने की कार्रवाई एक समिति की उपस्थिति में की जायेगी जिसमें बैंक के 2 (दो) अधिकारी होंगे तथा साक्षी के रूप में 2 (दो) स्वतंत्र व्यक्ति होंगे। इलेक्ट्रॉनिक रूप से संचालित लॉकर (स्मार्ट वॉल्ट सहित) की स्थिति में, लॉकर खोलने के लिए "वॉल्ट एडमिनिस्ट्रेटर" पासवर्ड का उपयोग एक वरिष्ठ अधिकारी को सौंपा जाएगा और एक्सेस का पूरा ऑडिट ट्रेल संरक्षित किया जाएगा।
- 3.3.6 ऊपर निर्धारित प्रक्रिया का पालन करते हुए लॉकर को तोड़ने पर, बैंक, लॉकर की सामग्री की सूची तैयार करेगा और बैंक के अनुमोदित मूल्यांकनकर्ता से सामग्री का मूल्यांकन प्राप्त करेगा और विस्तृत सूची के साथ लॉकर की सामग्री को सीलबंद लिफाफे में किसी अग्निरोधक तिजोरी के अंदर टेम्परप्रूफ तरीके से रखा जायेगा।
- 3.3.7 उपर्युक्त के अतिरिक्त इन्वेंट्री मूल्यांकन के साथ बैंक, लॉकर तोड़ने की प्रक्रिया का एक वीडियो भी रिकॉर्ड करेगा और इसे सुरक्षित और संरक्षित रखा जाएगा ताकि भविष्य में किसी भी विवाद या अदालती मामले की स्थिति में साक्ष्य प्रदान किया जा सके।
- 3.3.8 इसके अतिरिक्त बैंक यह भी सुनिश्चित करेगा कि लॉकर का ताला तोड़ने के विवरण का लिखित रूप में उल्लेख, लॉकर रजिस्टर के अलावा बैंक के कोर बैंकिंग सिस्टम (सीबीएस) या आरबीआई द्वारा समय-समय पर जारी साइबर सुरक्षा फ्रेमवर्क का अनुपालन करने वाले अन्य कम्प्यूटरीकृत सिस्टम में किया गया है।
- 3.3.9. ऊपर उल्लिखित अनुच्छेदों में बताए गए तरीके से तैयार की गई इन्वेंटरी में रिकॉर्ड किए गए अनुसार लॉकर के सामान का निपटान या तो सार्वजनिक नीलामी में बिक्री करके किया जाएगा तथा बिक्री से प्राप्त राशियों का प्रयोग सबसे पहले ग्राहक द्वारा बैंक को देय राशियों (बकाया किराया, लॉकर का ताला तोड़ने संबंधी प्रभारों तथा देय राशियों सहित) को चुकाने के लिए किया जाएगा तथा शेष राशि का भुगतान ग्राहक को किया जाएगा या फिर सामान को ग्राहक के आदेश पर निपटान के लिए रखा जाएगा।
- 3.3.10 सार्वजनिक नीलामी करके लॉकर के सामान की बिक्री करने से पहले बैंक द्वारा ग्राहक को बैंक की बकाया राशियों की वसूली के लिए लॉकर के सामान की नीलामी करने के बैंक के इरादे के संबंध में पंजीकृत पोस्ट/स्पीड पोस्ट द्वारा लिखित नोटिस, जो तीन माह से पुराना न हो, (तथा (i) यदि ग्राहक की ईमेल आईडी उपलब्ध है तो ईमेल द्वारा तथा (ii) यदि ग्राहक का मोबाइल नम्बर उपलब्ध है तो एसएमएस तथा / व्हाट्सएप द्वारा भी) जारी किया जाएगा। उक्त नोटिस (नीलामी (नोटिस)) में नीलामी की तिथि, समय तथा स्थान का उल्लेख होगा और यहाँ उल्लिखितानुसार बनाई गई लॉकर के सामान की इन्वेंटरी की प्रति भी संलग्न की जाएगी।

4 उत्तरदायित्वों तथा देयताओं से बैंक का उन्मोचन

- 4.1 किसी भी स्थिति में लॉकर के सामान के क्षय या नुकसान के लिए बैंक जिम्मेदार नहीं होगा, चाहे वह बारिश, आग, बाढ़, भूकम्प, बिजली गिरने, नागरिक अशांति या उपद्रव, दंगे या युद्ध या किसी आतंकवादी हमले की स्थिति में या अन्य समान कारणों से हुई हो या ऐसी कोई स्थिति में जो बैंक के नियंत्रण से बाहर हो।
- 4.2 ग्राहक की गलती या लापरवाही के फलस्वरूप किसी भी कृत्य से लॉकर के सामान की किसी भी क्षति/हानि के लिए बैंक जिम्मेदार नहीं होगा।
- 4.3 लॉकर को तोड़कर खोलने या लॉकर की सामग्री का इस करार के प्रावधानों के अनुरूप निपटान करने में ग्राहक की ओर से हुए किसी व्यय, घाटे या देयता (लॉकर की सामग्री के किसी भी नुकसान और/या घाटे सहित) के लिए बैंक जिम्मेदार नहीं होगा और वह अपने दायित्वों से उन्मोचित रहेगा।
- 4.4 उपर्युक्त के बावजूद, लॉकर के संबंध में बैंक की जवाबदेही हमेशा लागू कानून और विनियमों के तहत परिसीमा के अधीन होगी।

- 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, lightning, civil disturbance or commotion, riot or war or in the event of any terrorist attack or by any other similar cause(s) or anything which is out of/ beyond the control of the Bank.
- 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.

- 4.5 लॉकर में रखी सामग्री को बैंक द्वारा किसी भी तरह से बीमाकृत नहीं माना जाएगा और किसी भी जोखिम के लिए लॉकर में रखी सामग्री की बीमा के संबंध में बैंक की देयता नहीं होगी।
- 4.6 लॉकर के परिचालन के समय या लॉकर के परिचालन के बाद यदि ग्राहक कोई सामग्री या मूल्यवान वस्तु भूल जाता है तो ऐसे मामले में बैंक या बैंक का कोई अधिकारी किसी भी प्रकार के नुकसान के लिए उत्तरदायी नहीं होगा।
- 4.7 यदि किसी संस्था, हिंदू अविभक्त परिवार, कंपनी, साझेदारी फर्म, प्रोपराइटरशिप फर्म या न्यास के संघटन में कोई परिवर्तन होता है तो यह ग्राहक का दायित्व है कि उक्त परिवर्तन और लॉकर परिचालन के अधिकार में परिवर्तन के विषय में लिखित रूप में सूचित करे और यदि लॉकर- परिचालन के प्राधिकार में उक्त परिवर्तन की सूचना नहीं दी जाती है तो किसी भी परिस्थिति में ग्राहक द्वारा बैंक को किसी भी लागत, हानि या दायित्व (लॉकर में रखी सामग्री के किसी भी क्षति और/या हानि सहित) के लिए उत्तरदायी नहीं ठहराया जाएगा ।

5. कानून एवं अधिकार क्षेत्र

यह करार भारतीय कानून के अधीन बनाया गया है और इससे संबंधित सभी मामले उन न्यायालयों के अधिकार क्षेत्र में आएंगे जहाँ बैंक स्थित है या जिस न्यायालय के अधिकार क्षेत्र में बैंक आता है।

ग्राहक एतद्वारा स्वीकार करता है कि ग्राहक को इस अनुबंध की प्रति प्राप्त हो गई है।

- 4.5 The contents of the Locker shall in no manner be considered insured by the Bank, and the Bank shall not have any liability to insure the contents of the locker against any risk whatsoever.
- 4.6 At the time of operation of locker or after the operation of locker, if the Customer forgets any contents or valuable article then in such case, Bank or any Officer of the Bank shall not be liable for any kind of loss.
- 4.7 In case if there is any change in the constitution of any association, HUF, Company, Partnership Firm, Proprietorship Firm or trust it would be liability of the customer to intimate in writing about the said change and also the change in authority of operation of locker and if in case the said change in operation of authority of locker is not informed then in no circumstances the bank would be made liable for any cost, loss or liability by the Customer (including for any damage and/ or loss of contents of Locker).

5 LAW AND JURISDICTION

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

The Customer hereby acknowledges that the customer has received the copy of this Agreement.

अनुसूची SCHEDULE

स्थान Place:		तिथि Date:
1. इस करार के पक्षकार PARTIES TO THIS AGREEMENT		
1(क/A)	बैंक THE BANK	यूको बैंक UCO Bank
	शाखा BRANCH	
1(ख/B)	ग्राहक THE CUSTOMER	नाम : श्री/श्रीमती/सुश्री/मेसर्स Name: Mr./Mrs./Ms/M/s पता Address जन्मतिथि/संस्थापन की तिथि DOB/Date of Incorporation ईमेल आईडी Email ID टेलीफोन नं. Telephone No. मोबाइल नं. Mobile No.
		नाम : श्री/श्रीमती/सुश्री/मेसर्स Name: Mr./Mrs./Ms/M/s पता Address जन्मतिथि/संस्थापन की तिथि DOB/Date of Incorporation ईमेल आईडी Email ID टेलीफोन नं. Telephone No. मोबाइल नं. Mobile No.
		नाम : श्री/श्रीमती/सुश्री/मेसर्स Name: Mr./Mrs./Ms/M/s पता Address जन्मतिथि/संस्थापन की तिथि DOB/Date of Incorporation ईमेल आईडी Email ID टेलीफोन नं. Telephone No. मोबाइल नं. Mobile No.
2	लॉकर का विवरण DESCRIPTION OF LOCKER	लॉकर नं. LOCKER NUMBER:
		कुंजी सं. KEY NUMBER:
3	प्रतिवर्ष लॉकर का किराया LOCKER RENT PER YEAR	₹. (अंकों में in figures):
		₹. (शब्दों में in words):
		(समय पर यथा संशोधित अग्रिम के रूप में देय-As may be revised from time to time and payable in advance)

4	<p>लाइसेंस की आवधि PERIOD OF LICENCE</p>	<p>इस करार की तिथि से 1 (एक) वर्ष, जिसे एक वर्ष की समाप्ति पर हर बार स्वतः 1 (एक) और वर्ष के लिए बढ़ा दिया जाएगा जबतक कि यहाँ उल्लिखित शर्तों के अनुसार इस लाइसेंस को समाप्त न कर दिया जाए। 01 (One) year from the date of this Agreement which at the end of such 01 (One) year shall stand automatically extended for a further period of 01 (One) year every time unless terminated in terms hereof.</p>
5	<p>परिचालन अधिदेश OPERATING MANDATE</p>	
6	<p>कोई अन्य शर्त ANY OTHER TERMS</p>	<p>1. नामांकन/नामांकन नहीं हेतु घोषणा (लॉकर खाता के परिचालन में "दोनों में से कोई एक या उत्तरजीवी", "पूर्ववर्ती या उत्तरजीवी", "इनमें से कोई भी या उत्तरजीवी", "बाद वाला या उत्तरजीवी" आदि परिचालन अधिदेश में लागू नहीं) Declaration for Nomination/ No Nomination (not applicable for locker account with mode of operation as "Either or Survivor", "Former or Survivor", "Anyone or Survivors", "Latter or Survivor"):</p> <ul style="list-style-type: none"> o मैं/हम मेरे/हमारे सुरक्षा जमा लॉकर में नामांकित का नाम जोड़ना चाहते हैं। I / We wish to add nominee in my / our Safe Deposit Locker. o नामांकन के लाभ के विषय में मुझे बताया गया है। हालांकि मैं/हम अपने सुरक्षा जमा लॉकर में नामांकन नहीं करना चाहता हूँ/चाहते हैं। The benefits of nomination have been explained to me / us. However, I / We do not wish to make nomination for my / our Safe Deposit Locker. <p>2. मैं/हम जानता(ती)/जानते हूँ/हैं कि मुझे/हमें वर्ष में (वर्तमान प्रावधान के अनुसार जो समय-समय पर समीक्षाधीन है) 12 बार लॉकर के परिचालन की अनुमति प्राप्त है, जिसके बाद बैंक के मौजूदा दिशानिर्देशों के अनुसार लॉकर का परिचालन शुल्क प्रभार्य होगा। I / We understand that I / we am / are permitted to operate locker 12 number of times in a year (as per the provision that stands at present and is subject to periodical review) beyond which access to locker shall be chargeable as per Bank's extant guidelines.</p> <p>3. मैंने/हमने बैंक में ₹ _____ का सावधि जमा विधिवत निष्पादित कर तीन साल के अग्रिम लॉकर किराए(मौजूदा दर पर) के रूप में शाखा को प्रहणाधिकार के अधीन रखने के लिए प्राधिकृत किया जो ₹ _____ + लॉकर तोड़ने की अनुमानित लागत + ₹. _____ का आकस्मिक प्रभार का योग है। I/ We deposit fixed deposit duly discharged by me / us for an amount of ₹ _____ being aggregate of three year's advance locker rent (at existing rate) of ₹ _____ + estimated cost of locker break open charge of ₹ _____ + incidental charge of ₹. _____ and authorised the branch to keep it under lien.</p>

[Stamp as Agreement]

		<p>4. मैं/हम यूको बैंक, _____ शाखा को सावधि जमा खाता संख्या _____ जो यूको बैंक की _____ शाखा में सुरक्षित जमा लॉकर संख्या _____ के लिए प्रतिभूति के रूप में जमा है, को बंद करके लॉकर को खोलने पर देय लॉकर किराया और/या शुल्क वसूल करने के लिए (निष्क्रिय या देय किराए के मामले में) अधिकृत करते हैं। I / We authorize the UCO Bank, _____ branch to recover the due locker rent and / or charges occurred in break open of locker (in case of inoperative or rent due) by closing the Fixed Deposit Account number _____ deposited with UCO Bank, _____ Branch as security deposit for Safe Deposit Locker Number _____.</p> <p>5. मैं/हम यूको बैंक, _____ शाखा को यूको बैंक, _____ शाखा की मेरे/हमारे बचत/चालू खाते से डेबिट करके एक वर्ष का अग्रिम लॉकर किराया वसूल करने के लिए अधिकृत करते हैं, जब तककि इसके विपरीत लिखित नोटिस नहीं दिया जाता है। I / We further authorize the UCO Bank, _____ Branch to recover the advance locker rent of a year as and when due by debiting to my / our savings / current account having number _____ with UCO Bank, _____ Branch till notice to contrary is served in writing.</p>
--	--	--

इसके साक्षी के रूप में, पक्षों ने निम्नानुसार इस करार को निष्पादित किया

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

केवल ग्राहकों के लिए For the Customer			
	1	2	3
हस्ताक्षर Signature			
नाम Name			
पदनाम/हैसियत* Designation/ Capacity			

(* जहां ग्राहक गैर-वैयक्तिक है/व्यक्तिगत रूप से हस्ताक्षर नहीं कर रहा हो)(*in case where the Customer is non individual/ not signing in person)

यूको बैंक, _____ शाखा UCO Bank, _____ (Branch)	
हस्ताक्षर: Signature:	
हस्ताक्षरकर्ता का नाम: Name of the signatory:	
पदनाम: Designation:	

SPCIMEN SIGNATURE CARD

Annexure 3

UCO BANK

_____ BRANCH

LOCKER No.

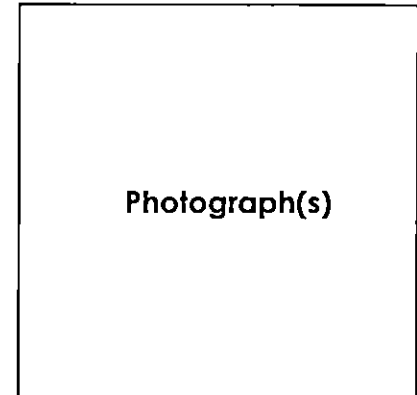
Full Name: _____

Address: _____

Occupation: _____

Locker No: _____ Class: _____

Password: _____ Key No: _____



Special Instruction(s): _____

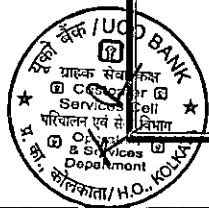
Specimen Signature(s):



Signature(s) Verified

Date: _____ Application: _____ Receipt No: _____ L.F. _____

P.T.O



PRIVATE & CONFIDENTIAL

Date: ___/___/___

RECEIVED from UCO BANK Branch copy of Safe Deposit Locker Agreement for Locker No.
in their Safe Deposit Vault together with the Key No..... therefore, which Locker is licensed by the undersigned, subject
to the Terms and Conditions of the said Bank, as noted in safe deposit locker agreement for letting of locker and to all the
terms and conditions the undersigned hereby expressly agrees.

My/Our Password is

Signature(s)

RELEASE

Contents of Locker No in the Vault of UCO BANK Branch being removed, the said
Locker with the keys is hereby surrendered. All liability of the said bank under License of the said Locker is hereby released
by me.

Signature(s)

Key Received

Locker inspected and found empty.

Signature of Custodian

Date

Name

Safe Deposit Locker No.

Date of Licence

Date of Expiry



Covering Letter to be obtained from the Customers currently Holding Lockers

Place:

Date:

To:

The Manager

_____ 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 _____ 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 the Reserve Bank of India bearing number RBI/2021-2022/86 DOR.LEG.REC/40/09.07.005/2021-22, titled 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 the Earlier Agreement.
3. I/ We also expressly understand, acknowledge and agree in this connection that the terms and conditions as stated in the New Agreement shall henceforth apply to the subject facility and the New Agreement shall on and from the date of execution of the New Agreement prevail over the Earlier Agreement in its entirety.

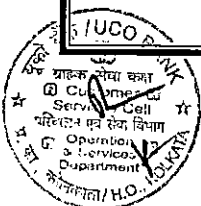
Yours faithfully,

	1	2	3
Signature			
Name			
Designation / Capacity*			

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

(Customer)

Enclosure: New Agreement



Discharge Slip by Nominee(s)/Survivor(s)

I/We acknowledge that all the contents in the locker are received and the locker is empty and I/We have no objection to allotment of the locker to any other customer as per norms.

Further, I/we am/are aware that access to articles in the locker is given to me/us only as a trustee(s) of the legal heirs of the deceased locker hirer, i.e., such access given to me/us shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

	Name	Signature
Nominee(s)*		
Survivor(s)		

*In case nominee is Minor the person competent to receive articles on behalf of the minor will put signature above.



FORM SL1

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

I, _____
 _____ (Name and address)
 _____ nominate the following person to whom in the event of my/minor's death _____

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

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

Guardian details (if nominee is a minor)

_____ (Name and Address)

Place:

Date:

Signature/Thumb impression of hirer*

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

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

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

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

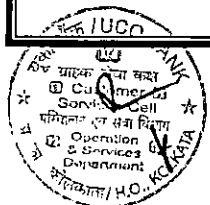
ACKNOWLEDGEMENT – SL1

We acknowledge receipt of nomination made by you in favour of _____
 _____ (Name of nominee)
 _____, age _____ years, in respect of the Locker
 _____ (Address of nominee)
 no. _____ hired by you.

Yours faithfully,

Date:

Signature of Bank official with seal



FORM SL1A

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

We, _____
(name and address)

_____ (name and address)

nominate the following person(s) to whom in the event of 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 locker, particulars whereof are given below, jointly with the survivor(s) of us.

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

Guardian details (if nominee is a minor)

_____ (Name and Address)

Place:

Date:

Signatures/Thumb impressions of hirers

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

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

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

----- tear here -----

ACKNOWLEDGEMENT – SL1A

We acknowledge receipt of nomination made by you in favour of _____

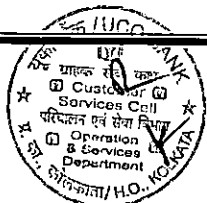
_____ (Name, address and age of nominee(s))

in respect of the Locker no. _____ hired by you.

Yours faithfully,

Date:

Signature of Bank official with seal



FORM SL2

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

I/We, _____
(name(s) and address(es))

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

_____ (name(s) and address(s) of nominee(s))
in respect of safety locker, the particulars whereof are given below..

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

Place:

Date: _____ Signature/Thumb impressions of hirer(s)*

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

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

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

----- tear here -----

ACKNOWLEDGEMENT – SL2

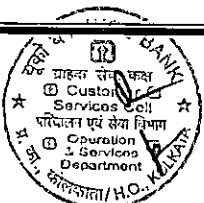
We acknowledge receipt of cancellation of nomination made by you in favour of _____

_____ (name, address and age of nominee(s))
in respect of the Locker no. _____ hired by you.

Yours faithfully,

Date:

Signature of Bank official with seal



FORM SL3

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

I, _____
(name and address)

cancel the nomination made by me in favour of _____

(name and address of nominee)

and hereby nominate the following person to whom in the event of my/minor's death, _____

_____ may give access

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

to the locker and liberty to remove the contents of the locker, particulars whereof are given below.

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

Place:

Date:

Signature/Thumb impressions of hirer*

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

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

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

----- tear here -----

ACKNOWLEDGEMENT – SL3

We acknowledge receipt of variation of nomination made by you in favour of _____

(name of new nominee)

_____, age _____ years, in respect of the Locker

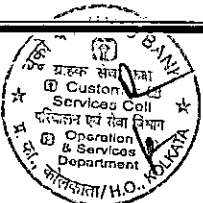
(address of new nominee)

no. _____ hired by you.

Yours faithfully,

Date:

Signature of Bank official with seal



FORM SL3A

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

We, _____
(name and address)

_____ (name and address)
cancel the nomination made by us in favour of _____

_____ (name(s) and address(es) of the nominee(s))
and hereby nominate the following person(s) to whom in the event of 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 locker, particulars whereof are given below, jointly with the survivor(s) of us.

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

Place:

Date:

Signature/Thumb impressions of hirers

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

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

----- tear here -----

ACKNOWLEDGEMENT – SL3A

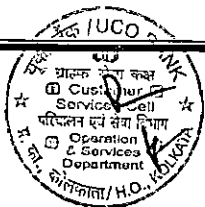
We acknowledge receipt of variation of nomination made by you in favour of _____

_____ (name, address and age of new nominee(s))
in respect of the Locker no. _____ hired by you.

Yours faithfully,

Date:

Signature of Bank official with seal



UCO BANK

..... Branch

ADMISSION SLIP FOR LOCKER

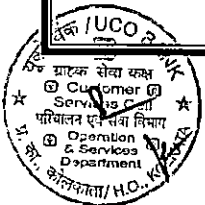
Date: ___/___/___

LOCKER No :.....

PASSWORD :.....

TIME :.....

Signature(s)



SPECIMEN OF LOCKER KEY REGISTER

LOCKER KEY REGISTER

PART I

KEY NUMBER TO LOCKER NUMBER

Key No.	Locker No.	Locker No.	Key No.	Locker No.	Locker No.	Key No.	Locker No.	Locker No.

PART II

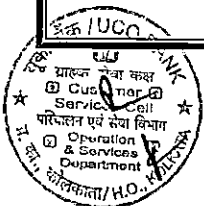
LOCKER NUMBER TO KEY NUMBER

Locker No.	Key No.	Key No.	Locker No.	Key No.	Key No.	Locker No.	Key No.	Key No.
(1)	(2)	(3)	(1)	(2)	(3)	(1)	(2)	(3)

Note: (i) Part one helps in finding out locker number if the key number is known.

(ii) Part two helps in finding out key number if locker number is known.

(iii) In both the Part I and Part II column three regarding 'Locker No.' & 'Key No.' respectively is to be used when locks of surrendered lockers are interchanged and therefore key numbers of lockers are also changed.



Mandate for Locker Rent Recovery from Saving/Current Account

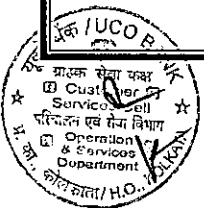
I/We, _____ had applied for Safe Deposit Locker Facility at
UCO Bank, _____ Branch vide application reference
no. _____ dated ____/____/____.

With reference to above application, I / We, hereby authorize UCO Bank,
_____ Branch to debit my Saving / Current Account No.:
_____, with Annual Locker rent + GST (subject to revision from time to
time) payable by me/us against the locker no. _____ allotted to me, during
the first week of April every year until the locker facility availed by me/ us has been
surrendered.

Signature(s)

1st Account Holder

2nd Account Holder

3rd Account Holder

(Notice to be sent to locker hirer(s) prior to Centralised Locker Rent Recovery for remitting/maintaining sufficient balance in linked account for recovery of annual rent)*

UCO BANK

..... Branch

Reference No: _____ Date: __/__/_____

To,

.....
.....

Dear Sir(s)/Madam

Renewal Notice

Re: Locker No: in our Safe Deposit Vault licensed to you.

The annual rent of above locker for Financial Year _____ amounting to Rs. _____ + GST, is falling due on 01st April _____ and the same will be realised from your savings/current account no.: _____, as mandated by you.

You are requested to maintain sufficient balance in your said account to facilitate recovery of the locker rent on or after 02nd April _____.

Yours faithfully

Branch Manager

(* Format to be used after execution of Locker Agreement annexed to Locker Policy and in a form as near thereto as circumstances admit.)



(In case Annual Rent could not be recovered on the date of Centralised Locker Rent Recovery)*

UCO BANK

..... Branch

Reference No: _____

Date: __/__/_____

To,

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

Dear Sir(s)/Madam

First Reminder

Re: Locker No: in our Safe Deposit Vault licensed to you.

We write in reference to our letter no.: _____ dated _____, requesting you to maintain sufficient balance in your savings/current account no. _____ to enable the Bank to realise the annual rent of above-mentioned locker for the Financial Year _____, amounting to Rs. _____ + GST.

We regret to inform you that the said locker rent could not be realised as adequate balance was not available in your aforesaid savings/current account on the date of centralised locker rent recovery.

We once again request you to remit sufficient amount in your savings/current account, or pay the overdue locker rent / penal rent in cash within 7 days of receipt of this letter.

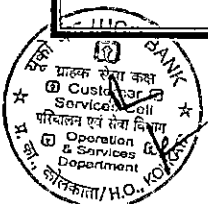
Yours faithfully

Branch Manager

Enclosure: 1. Renewal Reminder**

** Strike off if not applicable.

(* Format to be used after execution of Locker Agreement annexed to Locker Policy and in a form as near thereto as circumstances admit.)



(In case Annual Rent could not be recovered even after issuing First Reminder) *

UCO BANK

..... Branch

Reference No: _____

Date: __/__/_____

To,

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

Dear Sir(s)/Madam

Second Reminder

Re: **Locker No:** in our Safe Deposit Vault licensed to you.

Please refer our letter no. _____ dated _____ followed by reminder letter no. _____ dated _____, seeking payment of the overdue locker rent of Rs. _____ + GST as well as penal rent for default.

We regret to observe that you have not cleared the overdue locker rent / penal rent despite reminder.

We, therefore, once again call upon you to pay the overdue locker rent amounting to Rs. _____ + GST and the penal rent within a period of 7 days from the date of receipt of this letter failing which we shall be compelled to liquidate the Term Deposit (if any) which was obtained as Security Deposit / to initiate steps for recovery of the same.

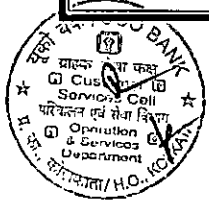
Yours faithfully

Branch Manager

- Enclosure: 1. Renewal Reminder**
- 2. First Reminder

** Strike off if not applicable.

(* Format to be used after execution of Locker Agreement annexed to Locker Policy and in a form as near thereto as circumstances admit.)



**Form of Inventory of Contents of Safety Locker Hired from Banking Company
(Section 45ZE (4) of the Banking Regulation Act, 1949)**

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

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

* hired by Shri/Smt. (i) _____ (deceased)
(ii) _____ Jointly
(iii) _____

was taken on this _____ day of _____ 20_____.

Sr. No.	Description of Articles in Safety Locker	Other Identifying Particulars, if any

For the purpose of inventory, access to the locker was given to the Nominee / and the surviving hirers

- * who produced the key to the locker.
- * by breaking open the locker under his/her/their instructions.

The above inventory was taken in the presence of:

1. Shri / Smt. _____ (Nominee)

Address _____

Signature _____

Or

1. Shri / Smt. _____ (Nominee)

Address _____

Signature _____

And



Shri / Smt. _____

Address _____

Signature _____

Shri / Smt. _____ (Survivor of Joint Hirers)

Address _____

Signature _____

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

* I, Shri / Smt. _____ (Nominee)

* We, Shri / Smt. _____ (Nominee), Shri / Smt. _____ and Shri. / Smt. _____

the survivors of the joint hirers, hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

Shri. / Smt. _____ (Nominee)

Signature _____

Date & Place _____

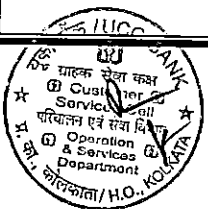
Shri. / Smt. _____ (Survivor)

Signature _____

Shri. / Smt. _____ (Survivor)

Signature _____

Date & Place _____



(To be issued in case no positive response is received after issuance of First & Second Reminders) *

UCO BANK

..... Branch

Reference No: _____

Date: __/__/_____

To,

.....
.....

Dear Sir(s)/Madam

TERMINATION NOTICE

Re: **Locker No:** in our Safe Deposit Vault licensed to you.

We draw your attention to our following letters, requesting you to clear the overdue locker rent amounting to Rs. _____ + GST as well as the penal rent:

- 1. Letter no. _____ dated _____
- 2. First Reminder Letter no. _____ dated _____
- 3. Second Reminder Letter no. _____ dated _____

We observe with concern that no positive response has been received from you so far in the matter and you continue to remain a defaulter in paying the overdue locker rent and penal rent.

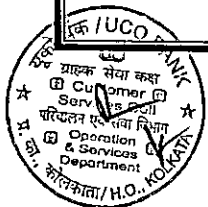
In this connection we draw your attention to condition No. 3.2.1 of the safe deposit locker agreement executed by you with the Bank, which reads as under:

"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")."

As you have defaulted in payment of the locker rent, as mentioned above, despite reminders, and are not complying with the terms and conditions of the locker agreement dated _____ executed by you with the Bank, we give you notice for termination of the said agreement and call upon you to pay the overdue locker rent and penal rent amounting to Rs. _____ + GST, and/or surrender and vacate the locker allotted to you and handover the key within a period of 3 (three) months from the date of this notice, failing which we shall terminate the said agreement and the licence of the locker granted to you and after expiry of the 3 (three) months' notice period and proceed further against you, including breaking open of the locker, if required. Yours faithfully,

Branch Manager

(* Format to be used after execution of Locker Agreement annexed to Locker Policy and in a form as near thereto as circumstances admit.)



(To be issued after expiry of 3 Months of Termination Notice) *

UCO BANK

..... Branch

Reference No: _____

Date: ___/___/___

To,

Dear Sir(s)/Madam

BREAK OPEN NOTICERe: **Locker No:** in our **Safe Deposit Vault** licensed to you.

Please refer our letter no.: _____ dated _____ giving you notice for terminating locker agreement dated _____ executed by the Bank. We observe that the 3 (three) months period, as mentioned in the said Termination Notice, has expired but you have not cleared the overdue rent and penal rent, and/or not surrendered and vacated the locker no. _____ and handed over the keys to us. We therefore terminate the said locker agreement with immediate effect.

In this connection, we draw your attention to clause nos. **3.3.1** and **3.3.2** of the Safe Deposit Locker Agreement dated _____ executed by you with Bank, which read as under:

Clause 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."

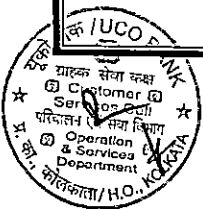
Clause 3.3.2,

"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**")."

As you have failed to pay the overdue rent and penal rent and/or surrender and vacate the locker no. _____ allotted to you within the 3 (three) months period granted to you vide the Termination Notice dated _____, please take notice that the said locker will be broken open tentatively on _____ (date should be at least 3 months from the date of this notice) or thereafter, and the contents will be disposed off in accordance with the safe deposit locker agreement. You shall remain liable to pay the entire cost of break open and disposal processes to the Bank, along with arrear locker rent and penal rent.

Branch Manager

(* Format to be used after execution of Locker Agreement annexed to Locker Policy and in a form as near thereto as circumstances admit.)



**INVENTORY TO BE PREPARED AFTER BREAKING OPEN LOCKER
(After 3 Months of Break Open Notice)**

Date

INVENTORY

Re: Breaking Open of Locker No.....

Bank had given a **break open notice** on to Shri/Smt. advising him/her/ them that if he/she/they does/ do not pay arrears of rent amounting to ₹. on above locker within **3 (three) months** from the date of the notice, the Locker will be broken open and contents disposed off in accordance with safe deposit locker agreement.

However, Shri/Smt. neither paid the arrears of rent nor surrendered the key of the Locker. It therefore became necessary to get the Locker No..... Class No..... broken open by Mechanic Shri

Before getting the Locker open, it was found in perfect normal condition, Custodian Shri inserted his master key in the key hole of the above Locker in our presence and tried to open the Locker but it was not opened. Thereafter in the presence of the following persons, Mechanic Shri broke open the Locker No.....,

- 1.
- 2.
- 3.
- 4.

After the breaking open of Locker by above said Mechanic, Locker was searched and the following items were found in it/it was found empty. *

Signatures

- 1.
- 2.
- 3.
- 4.
- 5.

Certificate by Mechanic

I certify that in the presence of above said persons, I, at the request of Branch of UCO Bank broke open on Locker No. Class No.

Signature of Mechanic



**SPECIMEN OF NOTICE TO BE SENT TO HIRER(S) WHEN LOCKER IS FOUND EMPTY
WHEN IT IS BROKEN OPEN IN CASE OF OVERDUE RENT**

Date

To

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

Dear Sir/Madam,

Re: Locker No. licensed to you in our Safe Deposit Vault.

The above said locker hired by you and after giving you **termination and break open notices**, was broken open on/...../..... in the presence of the of the following persons: -

- 1.
- 2.
- 3.
- 4.

the locker was **found empty**.

The following arrears are due from you to Bank

- | | |
|---|----|
| 1. Overdue Rent | ₹. |
| 2. Expenses in breaking open of Locker | ₹. |
| 3. Wages paid to Mechanic | ₹. |
| 4. Cost incurred in sending the lock and door to
company for getting it replaced | ₹. |
| 5. Repairing Charges | ₹. |
| 6. Fees of Bank's Empanelled Advocate (witnessing break open) | ₹. |
| 7. Any other charge(s) (If any) | ₹. |

Total ₹.

Notice is hereby given to you that either as per safe deposit locker agreement entered by you, deposit the above said dues in the Bank or we will be constrained to take legal proceedings against you. Needless to say, that all the costs and expenses incurred in legal proceedings for above dues will be on your account.

Yours faithfully,

Branch Manager

Enclosed: Inventory at the time of Break Open of Locker



(To be issued after expiry of 3 months from the date of Break Open) *

UCO BANK

..... Branch

Reference No:
To,

Date: ___/___/___

Dear Sir(s)/Madam

AUCTION NOTICERe: **Locker No:** in our Safe Deposit Vault licensed to you.

Please refer our earlier correspondence on the captioned matter, last being our locker Break Open Notice having reference. no. _____ dated _____ advising you of the date and time of breaking open of your locker.

As no positive response was received from you, the locker was broken open on _____ in the presence of the bank official(s) and independent witnesses. List of articles found inside the locker after breaking open is enclosed.

Please note that the following expenses have been incurred by us in connection with breaking open of your locker: -

- | | |
|---|-----------|
| 1. Paid to the authorized mechanic of the locker manufacturer for break open as per their bill, | Rs. _____ |
| 2. Fee of Bank's empaneled advocate who oversaw the Break Open process, as per his/her bill, | Rs. _____ |
| 3. Fees of the Bank's approved valuer for valuing the inventory, as per his/her bill, | Rs. _____ |
| 4. Cost of videography of the entire break open process, as per bill, | Rs. _____ |
| 5. To be paid to the locker manufacturer for changing / refixing of lock and key of the locker as per their bill, | Rs. _____ |
| 6. Other Charge(s) (if any) | Rs. _____ |

Total :

You are liable to pay the said amount.

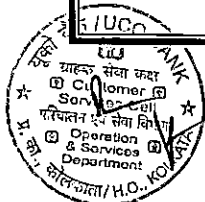
We now draw your attention to condition Nos. 3.3.9 and No.3.3.10 of the safe deposit locker agreement, which read as under:

Condition No.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"

Condition No.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."

Please take notice that in case your entire locker due to the Bank including the expenses for Breaking open are not paid within a period of 3 months from the date of receipt of this letter, we shall put the Inventory Item No(s) _____ for sale through auction at your cost and expenses.

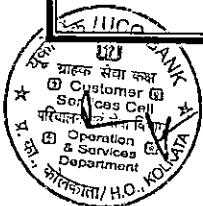
The said auction of inventory items will be conducted on _____ (date shall be at least 3 months from the date of this notice) or thereafter at _____ (time) in premises of UCO Bank, _____ Branch.

Yours faithfully,

Branch Manager

Enclosure: Copy of inventory prepared at the time of Break Open of Locker.

(* Format to be used after execution of Locker Agreement annexed to Locker Policy and in a form as near thereto as circumstances admit.)



**SPECIMEN OF LETTER TO BE ADDRESSED TO HIRER(S)
AFTER AUCTION OF ITEMS (After 3 Months from Auction Notice) FOUND IN LOCKER BROKEN
OPEN IN CASE OF OVERDUE RENT**

Date ___/___/___

To

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

Dear Sir/Madam,

Re: Our Auction Notice **Dated**

We have to advise that the articles found in your locker No the details of which were advised to you vide our above notice, have now been auctioned and a sum of Rs. have been realized therefrom.

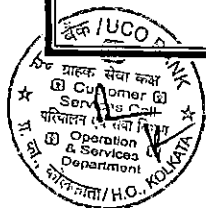
A sum of Rs..... was due from you and after setting off the proceeds obtained in auction, ₹..... * are payable to you / are payable by you.

*You are advised to collect this amount on any working day / you are requested to pay this amount failing which we shall be constrained to take such steps as may be necessary for the recovery of the amount due to us.

Yours faithfully,

Branch Manager

* Strike out which is not applicable.



Format for Appointment of Attorney

Date: ___/___/___

To
The Branch Manager
UCO Bank
..... Branch

Dear Sir,

With reference to the locker no.: in the Bank's Safe Deposit Vault rented by me / us, I / we hereby appoint Mr./Ms. as my / our attorney to act for me / us in all matters relating to the above locker and to have access to the same and deposit and take out articles from the same on my / our behalf. I / we beg to enclose herewith his specimen signature for your records.

Yours faithfully,

Specimen Signature of Agent

Specimen Signatures of the Agents who will have access to Locker No.:

..... vide authority letter dated

Enclosure: Power of Attorney

