

## 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 Locker will be allotted by the branches on first come first serve basis.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.



- 1.12 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.
- 1.13 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.
- 1.14 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)
- 1.15 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 intormed 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).

