



SAFE DEPOSIT LOCKER POLICY

APRIL 2024

(Approved as Per BDR No dated)

PREAMBLE

RBI has, vide its circular No 86 of 2021-22 dated 18/008/2021 advised the banks a revised set of directions and this policy finds its genesis from the same.

Contents

1. Introduction	4
2. Eligibility	4
3. Customer Due Diligence	4
4. Locker Allotment	4
5. Model Locker Agreement	4
6. Locker Rent	5
7. Security of the Strong Room /Vault	5
8. Locker Standards	5
9. Locker Operations	6
10. Internal Control	6
11. Nomination Facility	7
12. Settlement of Claims in case of Death of A Customer	7
13. Access to the articles in the safe Deposit Lockers	7
14. Closure and Discharge of Locker Items	9
15. Attachment and recovery by any Law Enforcement Authority	9
16. Discharge of Locker Contents by bank due to non-payment of Locker Rent	10
17. Discharge of Locker contents if the locker remains inoperative for a long period of time	10
18. Compensation Policy/Liability for Bank	11
19. Risk Management, Transparency and customer guidance	11
LIST OF FORMATS	12
ANNEXURE – I Form of Inventory of articles left in Safe Custody	13
ANNEXURE - II - Form of Inventory of Contents of Safe Deposit Locker Hired	14
ANNEXURE - III - 1 st Letter/Notice regarding payment of Locker Rent	17
ANNEXURE - IV - 2nd Letter/Notice regarding payment of Locker Rent	19
ANNEXURE - V - 3rd Letter/Notice	21
ANNEXURE – VI - 4 th and final Letter/Notice regarding payment of Locker Rent	22
ANNEXURE - VII - Power of Attorney to operate locker	23
ANNEXURE - VIII - Final Letter/Notice regarding public auction of Locker contents	25
ANNEXURE - IX - Inventory of the contents of Broke Open Safe Deposit Locker	27
ANNEXURE – X – Format of Locker Agreement	28
ANNEXURE - XI - Wait List Format	36
ANNEXURE - XII – Termination Notice	37

1. Introduction

The Bank is providing locker service at all its 24 branches. This policy details the rules/regulations /procedures that govern the locker operations.

2. Eligibility

Safe Deposit Locker facility of the Bank shall be available to individuals (except minor) in single name and joint names, to trust, firms, companies , associations and other legal entities.

3. Customer Due Diligence

- 3.1.** The existing customer of the bank who have made an application with the CDD criteria under the Master Direction –Know Your Customer (KYC) Direction, 2016 (as updated from time to time) will be given the facilities of safe deposit lockers/safe custody article subject to ongoing compliance.
- 3.2.** Customers who are not having any other banking relationship with the bank will also be given the facilities of safe deposit locker safe custody article after complying with the CDD criteria under the Master Direction –Know your customer (KYC)Directions2016(as updated time to time)and subjected to on going compliance .The due diligence shall be carried out by the concerned Bank for all the customers in whatever rights and capacities they may be hiring the locker.
- 3.3.** The Bank shall inform all the locker heirs by incorporating a clause in the locker agreement that the locker-heir/s shall not keep anything illegal or any hazardous substance in the safe deposit locker and that if the bank suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the bank has the right to take appropriate action against such customer as it deems fit and proper in the circumstances.
- 3.4.** The Bank shall obtain recent passport size photographs of locker-heir(s) and individual(s) authorized by locker(s) to operate the locker and shall preserve in the records pertaining to locker-heir being maintained in the bank's Bank.

4. Locker Allotment

In order to facilitate customers making informed choices, bank shall maintain a branch-wise list of vacant lockers as well as a wait list in core banking system (CBS) for the purpose of allotment of lockers and ensuring transparency in allotment of lockers .The Bank shall acknowledge the receipt of all applications for allotment of locker and provide a wait list (As per Annexure – XI) number to the customers, if the lockers are not available for allotment

5. Model Locker Agreement

- 5.1.** Agreement for safe deposit lockers has been prepared by the bank as per Annexure-X on the basis of model locker agreement framed by IBA and approved by the Board of Directors.
- 5.2.** At the time of allotment of the locker to a customer, the concerned Bank shall enter in to an agreement with the customer to whom the locker facility is provided on a paper duly stamped in case the hirer is not an A-Class member of the Bank. 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 branch concerned.

6. Locker Rent

- 6.1.** The Bank shall not insist on term deposit for allotment of lockers. However to ensure prompt payment of locker rent, the Bank is permitted to obtain a Term Deposit, at the time of allotment, which would cover three years rent and the charges for breaking open the locker in case of such eventuality. The existing locker holders or those who have satisfactory operative account will not be insisted for Term Deposit.
- 6.2.** The Locker Rent shall be collected in advance by the Bank for every financial year (April-March) in case of existing hirers, at the beginning of the year or , at the time of initial hiring in case of new hirers. In the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer (proportionate on day basis).
- 6.3.** If there is any event such as merger/closure/shifting of Bank warranting physical relocation of the lockers, the Bank will give a public notice in two news papers (one in Malayalam and one in English) in this regard and the customers shall be intimated at least two months in advance along with options for them to change or close the facility. In case of unplanned shifting due to natural calamities or any other such emergency situation, the Bank will make efforts to intimate our customers suitably at the earliest.
- 6.4.** At the time of hiring of locker, the Bank shall collect the rent in advance for three years, which may be relaxed on yearly basis also .The Bank shall reserve the right and Board of Directors of the Bank may revise the rental from time to time and the Bank shall intimate the same to hirers through displaying a notice on the website of the Bank and on the Notice Board of the branches and Head office.
- 6.5.** The Bank shall, at its discretion, reserve the right and the Bank's Board of Directors may levy charges for the operating lockers facility beyond the limits prescribed by the bank from time to time on daily/monthly/quarterly/yearly basis and the same will be intimated to hirers through displaying on notice board of the Head Office and branches and on the Bank website. Should this be done, the agreement format needs to be changed accordingly.

7. Security of the Strong Room /Vault

- 7.1.** It will be ensured that the area in which the locker facility is housed is properly secured to prevent criminal breakings. The risk accessibility of an allotted locker from any side without involvement of locker-hirer concerned will be assessed and kept on record .There will be a single defined point of entry and exist to Bank 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 situation. The fire hazard risk of the area shall also be assessed and minimized. For this purpose, the Bank shall contact necessary engineering /safety verification regularly to identify the risks and carry out necessary rectification.
- 7.2.** The Bank shall prepare a document containing well defined security procedures and the staff concerned of the Bank shall be properly trained in the procedures. The internal auditors shall verify and report the compliance to ensure that the procedures are strictly adhered to.

8. Locker Standards

- 8.1.** At the time of installing the new mechanical lockers, if any, the Bank shall ensure such lockers conform to basic standards /benchmarks for safety and security as prescribed by the Bureau of Indian Standards (BIS) or any other enhanced industry standards applicable in this regard.
- 8.2.** The Bank shall monitor and ensure that identification code of the Bank/branch is embossed on all the locker keys with a view to facilitating identification of locker/locker ownership by law enforcement agencies in case of need. Further, the custodian of Locker shall regularly/periodically, check the key maintained in the Bank to ensure that they are in proper condition. The Bank shall permit the locker—hirer

to operate the locker only with the key provided by the bank. However the customer may be allowed to use an additional padlock of his/her own if there are such provisions in lockers at any Bank

9. Locker Operations

- 9.1.** The locker hirer and /or the persons duly authorized by him/her only shall be permitted to operate the locker after proper verification of their identity and recording of the authorization by the officials concerned of the Bank. A record of all individuals, including the locker hirers, who have accessed the lockers and the date and time (both check-in and checkout time) on which maintained by the Bank. The ingress and egress register for access to vault room by the locker hirers or any other individual including the banks, staff shall be maintained to record the movement of individuals in the vault Room area with their signatures at appropriate place in the records.
- 9.2.** The officer concerned of the Bank authorizing the locker-hirer to access the locker, after unlocking the first key/password shall not remain present when the lockers is opened by the locker-hirer. However, the Bank shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers on opening it.
- 9.3.** The locker hirer will be allowed to access to the locker during the prescribed hours by the bank from time to time.
- 9.4.** To facilitate /and avoid inconvenience to follow locker hirers, officer concerned will request locker hirers to take maximum ten minutes during operating their locker/s such request will also be displayed at the entry point of vault.
- 9.5.** Bank adopt a system of sending an email and SMS alert to the registered email ID/and mobile number of the customer before the end of the day as a positive confirmation intimating the date and time of the locker operation and the redressal mechanism available in case of unauthorized locker access.
- 9.6.** During extra ordinary contingencies like civil commotion, riots and other occurrence, the Bank will exercise its right of closing the Safe Deposit vault for such time as may be appear necessary to the Bank without any previous intimation.
- 9.7.** Bank shall daily affix a rubber stamp in locker access /operation register after the locker is over and before door of vault room is locked. The stamp shall contain details of (i) number of lockers operated during the day (ii) key embossing on the locker key and (iii) fulfillment of locker operation procedure. The officer concerned shall put signature, mention employee code and employee name in locker access /operation register.

10. Internal Control

- 10.1.** Bank shall follow a system of inter change of lockers must be kept in sealed envelopes. The duplicate master key must be deposited with another branch of the bank. Proper record of joint custody of master keys shall be maintained at the Bank. The 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 at Head office as a proof of such verification.
- 10.2.** The Bank shall ensure that the locker register and the locker key Registers are maintained in CBS .The Locker Register shall be updated in case of any change in the allotment with complete audit trials.
- 10.3.** The officer in charge of locker room shall check whether the lockers are properly closed post locker operation. If the same is not done, the locker must be immediately closed and the locker -hirer shall be promptly intimated through phone/e-mails/SMS/through letter so that they may verify any resulting discrepancy in the contents of the locker. The officer shall record the fact of not closing the locker properly in the register and its closure by the bank with the date and time. Further, the officer 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.

11. Nomination Facility

- 11.1.** The Bank shall offer nomination facility for safe deposit lockers in accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act 1949 and co operative Banks (Nomination) Rules 1985, at option of the hirer and preserve in the records. In case the nominee is a minor, the same procedure as prescribed for bank accounts shall be followed by the Bank.
- 11.2.** For the various forms (SL1A,SL2,SL3 and SL 3A for safety Lockers) prescribed Co-operative Banks(Nomination) Rules 1985, only thumb impression(s) shall be required to be attested by two witnesses. Signature of the account holders need not be attested by witnesses.
- 11.3.** As soon as the term for nomination, cancellation and or variation of nomination made by the locker hirers is received , the Bank shall register the nomination in the system.
- 11.4.** The Bank shall acknowledge the receipt of duly completed form SL1,SL1 A, SL2, SL3 and SL 3 A of nomination , cancellation and /or variation of the nomination ,such acknowledgement shall be given to all customers irrespective of whether the same is demanded by the customers or not.

12. Settlement of Claims in case of Death of A Customer

- 12.1.** The Bank shall follow Board approved policy for settlement of claims of deceased account holder including nomination s made under safe deposit lockers.
- 12.2.** Bank shall settle the claims in respect of deceased locker hirers and shall release content of the locker to survivor(s), as the case may be within a period not exceeding 15days from the date of receipt of the claim subjected 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.
- 12.3.** The details of number of claims received pertaining to deceased locker-hirers /depositors of safe custody article accounts and those pending beyond the stipulated period with reasons therefore, shall be reported to the **Head Office Customer Service Committee of the Board**, which 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 Court or any difficulty is being faced in identifying the true claimant with reference to nomination .The Bank shall obtain Documents for settlement of claims as prescribed in the SOP.

13. Access to the articles in the safe Deposit Lockers

13.1. With survivor/nominee clause

- 13.1.1.** If the sole locker hirer nominates an individual to receive the contents in the locker, in case of his death, the nominees will be allowed to access the locker and remove the contents of locker on identification (such as ID Card/PAN card Passport etc) and verification of proof of death of locker hirer.
- 13.1.2.** In case the Locker was hired jointly with the instructions to operate it under joint signature, and the locker hirer(s) in the event of death of any one (or more but not all) of the locker hirers, the nominees(s) will be jointly allowed to access the locker and remove the contents on identification and verification of proof of death of the locker hirer(s) along with surviving hirer(s).
- 13.1.3.** In the event of death /all joint locker hirers the nominees(s) will be allowed to access the locker and remove the contents on establishing his/her /there identity and verification of proof of the death of the hires.
- 13.1.4.** In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker shall be given either or survivor, any one or survivor, or former or survivor or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act 1949 the bank shall follow the mandate in the event of death of one or more of the joint locker-hirer.

13.1.5. While giving access to the survivor(s) nominee(s) of the deceased locker hirer/depositor of the safe custody articles, bank shall 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.

13.1.6. Before permitting surviving hirer(s) and/or nominee(s) to remove contents of the Safe Deposit Locker, the Bank would prepare an inventory of the articles in their presence along with two independent witnesses and two officers of the bank who is not associated with locker facility or safe deposit of articles, form for taking inventory is provided as Annexure – II.

13.2. Similar procedures shall be followed for return of articles placed in the safe custody of the Bank. The format shall be as per Annexure-I.

13.3. Without survivor/nominee clause

13.3.1. In case where 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 survivors by clear survivorship clause bank to facilitate access to legal heir (s) /Legal Representative of the deceased hirer and survivor(s).

13.3.2. In case of death of a sole locker-hirer (where there is no nomination) and there is a valid will, access may be given to the executor /administrator in other case access may be given to the legal representative of the deceased. In such cases ,death certificate and proof of legal representation shall be obtained.

13.3.3. Where there are joint locker-hirers and as per the contract of locker hire, the locker is to be operated jointly, and where there is no nomination ,if one of the hirers die, accesses to the locker may be given to the survivor jointly with the legal heirs die (or the executor/administrator, if appointed) of the deceased) of the deceased hirer.in such cases, death certificate and proof of **legal representative** shall be obtained.

13.3.4. Where there are joint locker-hires having a contract of locker hire with either or survivor clause and where there is no nomination , access to the locker may be given to the survivor in case of death of one of the hirers.

13.3.5. Where there are joint locker hirers, and all the hirers die and where there is no nomination ,access to the locker may be given jointly to the legal heirs of all the deceased hirers (or the executors/administrator if appointed) in such cases, only death certificate and proof of Legal representative shall be obtained, subject to:

- (i) Bank shall, however, ensure the following before giving access to the contents to nominee of the survivor (s).
- (ii) 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.
- (iii) 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
- (iv) Make it clear to the survivor(s)/nominee(s) that the access to articles in the locker/safe custody articles is given to them only as 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

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

13.5. In Case of nominee is a minor

- (i) Bank will ensure that the content of a locker when sought to be removed on behalf of a minor nominee, it is handed over to a person who is in law competent to receive the articles on behalf of such minor
- (ii) Bank will prepare an inventory of the articles in their presence along with two independent witnesses, two officers of the bank who is not associated with the locker facility or safe deposit article and the claimant (s)

who may be a nominee or an individual receiving the article on behalf of a minor form for taking inventory is enclosed as Annexure –II.

(iii) The Bank will 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 content in the locker or in the safe custody of the Bank as the case may be are received and the locker is empty and they have no objection to allotment of the locker to any other customer as per norms

13.6. Similar procedures shall be followed for return of articles placed in the safe custody of the Bank. The format shall be as per Annexure-I.

14. Closure and Discharge of Locker Items

14.1. 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 pass word under any one of the following circumstances:

- (i) If hirer losses 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 locker 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 the terms and conditions of the agreement.

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

14.3. 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 the terms and conditions of the agreement, a Termination Notice as per Annexure – XII has to be sent giving him minimum 30 days time to remove the contents and surrender the locker.

14.4. 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

14.5. The operation shall be done in the presence of the customer/s and an authorized officer of the bank. It will be ensured that the adjoining lockers are not impacted by any such operations and the contents of the lockers are not exposed to any individual other than the locker hirer during the break-up or restoration process

14.6. In case of breaking open of the locker Rs.500+GST will be recovered as incidental charges over and above actual cost incurred for the same (Break open charges + Notary charges + valuator charges, etc.)

15. Attachment and recovery by any Law Enforcement Authority

15.1. In case of attachment and recovery of the contents in a locker of a customer or the articles left by a customer for safe custody of the bank by any authority acting either under the order of a court or any other competent authority vested with power to pass such orders, the Bank in consultation and guidance of Head office shall co operate in execution and implementation of the orders.

- 15.2.** The Bank/Head office shall first verify and satisfy itself about the orders and connected documents received for attachment and recovery of the contents in locker or articles in the safe custody of the bank. The customer (locker hirer) will be informed by letter as well as by email/SMS/ to the registered e mail 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 content of locker and articles seized and recovered by the Authority shall be prepared in the presence of such government authorities and, two independent witnesses may be forwarded to the customer to the address available in the bank's records or handed over to the customer against the acknowledgement.
- 15.3.** Bank shall also record a video of the break-open process and the inventory assessment and preserve the video to produce as evidence in case of any dispute or court or fraud case in future.

16. Discharge of Locker Contents by bank due to non-payment of Locker Rent

- 16.1.** Bank shall have the discretion to break open any locker following due procedure if the rent has not been paid by the customer for three years in a row .The Bank shall notify the existing locker hirer prior to any change in the allotment and give her/him reasonable opportunity to withdraw the articles deposited by her/him .A clause has been incorporated in the locker agreement to this effect.
- 16.2.** Before breaking open the locker, the bank must give four notices as per Annexure-III, IV, V and VI sequentially to the locker-hirer through registered post and through email and SMS alert to the registered e mail Id and mobile phone number. If the letter(s) is/are returned undelivered or the locker-hirer is not traceable, the bank will issue public notice vide Annexure-VI in two newspaper dailies (one in English and another in Malayalam) giving reasonable time to the locker-hirer or to any person /s who has interest in the content of locker to respond. The locker shall be broken open in the presence of two officers of the bank and two independent witnesses .Further, bank shall also record a video of the break open process together with inventory assessment and it safe keep and preserve the same so as to provide evidence in case of any dispute or court case in future. Bank shall also ensure that the details of breaking open of locker is documented in CBS locker register. After breaking open of locker, the content shall be kept in sealed envelope with detailed inventory inside fire proof safe shall invariably maintained. While returning the contents of the locker, the bank shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.
- 16.3.** Bank must prepare the inventory after breaking open of the locker and during settlement of claims, in the appropriate forms provided by the RBI or other authorities. Further, bank shall not open sealed/closed packets left with them for safe custody or found in locker while releasing them to the nominee (s) and surviving locker hirers /depositor of safe custody article, unless required by law.

17. Discharge of Locker contents if the locker remains inoperative for a long period of time

- 17.1.** If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the bank shall transfer the content of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be. Bank shall follow the standard operating procedure to be followed by them for disposal of the articles left unclaimed for a reasonably long period of time shall incorporated in their locker agreement.
- 17.2.** The Bank shall stand discharged from liability in case the locker is not in operation for seven years and the locker is opened by the bank and contents are released as per the agreement.

18. Compensation Policy/Liability for Bank

- 18.1.** The bank shall undertake the responsibility to the hirer for any loss or damage to the contents of the lockers due to bank's negligence. The bank shall exercise due diligence in maintaining and operating their locker or safety deposit systems including duty of care, which includes ensuring proper functioning of the locker system, guarding against unauthorized access to locker and providing appropriate safeguards against theft and robbery. The Bank shall immediately report to RBI any instance of robberies, dacoity, theft, burglaries, in the manner prescribed by RBI Master Direction on Fraud.
- 18.2.** Bank shall not be liable for any damage and/or loss of contents of locker arising from natural calamities or Acts of God like earth quake, floods, lightning and thunderstorm or any act that is attributable to the sole fault or negligence of the customer. However appropriate care to the locker systems to protect Bank premises from such catastrophes will be exercised by the bank.
- 18.3.** The bank shall take all steps for the safety and security of the premises in which the safe deposit vaults are housed, it is the responsibility of the bank to ensure that incidents like fire, theft, burglary, dacoity, building collapse etc do not occur in the bank's premises due to its own shortcomings, negligence and by any act of omission /commission.
- 18.4.** The Bank bears liability towards customers for loss of contents of the locker, in instance where loss of content of locker are due to incidents mentioned above or attributable to fraud committed by our employee(s) The Bank's liability will be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

19. Risk Management, Transparency and customer guidance

- 19.1.** Bank shall have a Bank insurance policy to minimize the loss due to incidents like robbery, fire, natural calamities, loss during shifting/merger of branches etc., affecting contents of lockers.
- 19.2.** Bank shall not keep a record of the contents of the locker or any articles removed there from or placed there in by the customer. The Bank therefore would not be under any liability to insure the contents of the locker against any risk whatsoever. Bank must not offer, directly or indirectly, any insurance product to its locker hires for insurance of locker contents.
- 19.3.** The model locker agreement with all the terms and conditions and standard operating procedures (SOPs) on various aspects shall be displayed on our website. Bank shall ensure that the customers are made aware of the bank's terms and conditions before availing locker facility.
- 19.4.** Updated information on all kinds of charges for safe deposit lockers and safe custody articles shall be displayed on our website.
- 19.5.** The instructions together with the policies /SOP for giving access of the locker/safe custody article to the nominee(s) survivor(s) legal heir(s) of the deceased locker hirer /safe custody article shall be placed on websites. Further, a printed copy of the same shall also be given to the nominee (s), Survivor(s) / Legal heir (s).

LIST OF FORMATS

1	Annexure-I Form of Inventory of articles in Safe Custody
2	Annexure-II Form of Inventory of contents of Safe Deposit Locker
3	Annexure-III 1 st Letter/Notice regarding payment of Locker Rent
4	Annexure-IV 2 nd Letter/Notice regarding payment of Locker Rent
5	Annexure- V 3 rd Letter/Notice regarding payment of Locker Rent
6	Annexure-VI 4 th And final Letter/Notice regarding payment of Locker Rent
7	Annexure-VII Special Power of Attorney
8	Annexure-VIII Final Letter/Notice regarding Public auction of Locker contents
9	Annexure-IX Inventory of the contents of Safe Deposit Locker
10	Annexure- X Agreement For Hiring Safe Deposit Locker
11	Annexure-XI Wait list Format
12	Annexure – XII Termination Notice

സേഫ് കസ്റ്റഡി വസ്തുക്കൾക്ക് - മരണപ്പെട്ടവരുടെ അവകാശികളുടെ മുൻപാകെ

ANNEXURE - I Form of Inventory of articles left in Safe Custody

U/S Section 45ZC (3) of the Banking Regulation Act, 1949

The following inventory of articles left in safe custody with Urban Co-operative Bank Ltd, No.1758, Perinthalmanna _____ Bank, by Shri/Smt.

_____ (deceased) under an agreement/ receipt dated _____ was taken on this, _____ day of _____ 20____.

Sr. No.	Description of Articles in Safe Custody	Other Identifying Particulars, if Any

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee/ appointed on behalf of minor Nominee)

Address _____

Signature _____

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

ACKNOWLEDGEMENT

I, Shri/Smt. _____ (Nominee / appointed on behalf of minor Nominee) hereby acknowledge receipt of the articles comprised and set out in the above inventory together with a copy of the said inventory.

Signature _____

Place _____ Date _____

**സേഫ് ഡെപ്പോസിറ്റ് ലോക്കറിന് -
മരണപ്പെട്ടവരുടെ അവകാശികളുടെ മുൻപാകെ**

**ANNEXURE - II - Form of Inventory of Contents of Safe Deposit Locker Hired
{Section 45ZE (4) of the Banking Regulation Act, 1949}**

The following inventory of contents of Safe Deposit Locker No. _____ located in the Safe Deposit Vault of Urban Co-operative Bank Ltd, No.1758, Perinthalmanna, _____ Bank at _____

- * hired by Shri/Smt. _____ (deceased) in his/her sole name
- * hired by Shri/Smt. (i) _____ (deceased) jointly with
(ii) _____
(iii) _____ was taken on this _____ day of _____ 20_____.

Sr. No.	Description of Articles in Safe Deposit 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

1. Shri/Smt. _____ Survivors of joint
hirers _____

Address _____
_____ (Signature)

2. Shri/Smt. _____ Survivors of joint hirers _____

Address _____
_____ (Signature)

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

1) Shri/Smt. _____

Address _____
_____ (Signature)

2) Shri/Smt. _____

Address _____
_____ (Signature)

ACKNOWLEDGEMENT

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 Safe Deposit Locker
comprised in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____ (Nominee) Signature _____

Place _____ Date _____

Shri/Smt. _____ (Survivor) Signature _____

Place _____ Date _____

Shri/Smt. _____(Survivor) Signature _____ Place
_____ Date _____

(* Delete whichever is not applicable)

1st Letter/Notice regarding payment of Locker Rent



ANNEXURE - III - 1st Letter/Notice regarding payment of Locker Rent

.....BANK
(to be sent on or before the due date)

To: Date:/...../20

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

Dear Sir/ Madam,

SAFE DEPOSIT LOCKER NO:

We have to inform you that the tenure for which the Safe Deposit Locker was taken on hire by you expires on In terms of the Agreement for hiring signed by your good self, the hiring will thereafter continue for like periods upon the same conditions and at the same periodical rentals which shall be payable in advance on the last day of the preceding period for the next ensuring period, unless and until (the hiring) is determined in accordance with the conditions endorsed in the said agreement itself.

In view of the above, kindly arrange to pay the locker rent within the contracted time.

The amount of Rental due is Rs.

Yours faithfully,

Bank Manager

Kindly ignore this notice if payment has already been made in the meantime

PLEASE NOTE*

Rental of the locker has been increased from Rs..... Rs.

(w.e.f.....)

*Please strike off the Para if not applicable.

2nd Letter/Notice regarding payment of Locker Rent



ANNEXURE - IV - 2nd Letter/Notice regarding payment of Locker Rent [Reminder-I]

[To be sent one month after the due date]

.....BANK

To: Date :/...../20
.....
.....

Dear Sir/ Madam,

SAFE DEPOSIT LOCKER NO:

Please refer our letter dated:, wherein we had requested you to pay the rent on the above noted locker within the stipulated time.

By medium of this letter, we again remind you the tenure for which the safe Deposit Locker was taken on hire by you expires on and in terms of the Agreement for hiring signed by your good self, the hiring will thereafter continue for like periods upon the same conditions and at the same periodical rentals which shall be payable in advance on the last day of the preceding period for the next ensuring period, unless and until (the hiring) is determined in accordance with the conditions endorsed in the said agreement itself.

In view of the above, kindly arrange to pay the locker rent immediately. The amount of Rental due is Rs.

Yours faithfully

Bank Manager

Kindly ignore this notice if payment has already been made in the meantime

PLEASE NOTE*

Rental of the locker has been increased from Rs.....to Rs.

(w.e.f.....)

*Please strike off the Para if not applicable.

3rd Letter/Notice regarding payment of Locker Rent

ANNEXURE - V - 3rd Letter/Notice [Reminder II]

[To be sent two months after the due date]



.....BANK

Date: ../.../ 20

No.....

REGISTERED LETTER/NOTICE WITH ACKNOWLEDMENT DUE

To:

.....

.....

Dear Sir/Madam,

Safe Deposit Locker No:.....

We regret to observe that in spite of our letter/reminders dated: and....., the rent of your above-noted locker for the current year / years..... amounting to Rs....., which fell due on....., still remains unpaid. Your attention is invited to conditions Nos. 4 and 5 and 6 of the hiring agreement which read as under:

We would request you again, in your own interest, to remit the amount at your early convenience.

Yours faithfully,

Bank Manager

ANNEXURE – VI - 4th and final Letter/Notice regarding payment of Locker Rent

Final Reminder: III

[To be sent three months after the due date giving one month time to pay]



.....BANK

Date:/...../20

No.....

REGISTERED LETTER/NOTICE WITH ACKNOWLEDMENT DUE

To:
.....
.....

Dear Sir/Madam,

Safe Deposit Locker No:.....

We regret to observe that in spite of our letter/reminders dated:,, and..... the rent of your above-noted locker for the current year / years..... amounting to Rs....., which fell due on....., still remains unpaid.

Since the locker rent is overdue, the locker must be surrendered at once and we hereby give you notice that if the sum/rent due to Bank, is not paid by you within one month from the date hereof, the locker will be broken open and the contents disposed of in accordance with your hiring agreement and you will be liable, in terms of the said agreement, for all arrears of rent and other costs incurred in this connection.

Yours faithfully,

Bank Manager.

നോട്ടീസുടങ്ങിവന്നകേസുകളിൽ ഇതുവരെയും ശേഷം രണ്ട് പത്രങ്ങളിൽ -
ഒന്ന് മലയാളവും ഒന്ന് ഇംഗ്ലീഷും - പരസ്യപ്പെടുത്തണം

ANNEXURE - VII - Power of Attorney to operate locker

-To be stamped as per relevant State Law

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I Shri / Smt / Kum

_____ (name of the executant i.e. the Safe Deposit Locker holder of URBAN CO-OPERATIVE BANK LTD, NO.1758, PERINTHALMANNA), hereinafter called the 'Principal', son / daughter/ wife of _____ at present residing at (address) _____ DO

HEREBY APPOINT AND CONSTITUTE Shri / Smt / Kum _____ son / wife / daughter of _____ (hereinafter called the 'Agent' who has subscribed his/her signature hereunder in token of identification) and at present residing at _____, as my true and lawful Attorney in my name and on my behalf to do any or all of the following acts, deeds and things namely:

1. To operate my Safe Deposit Locker number _____ maintained at _____ Bank, (Bank code)Urban Co-operative Bank Ltd, No.1758, Perinthalmanna.
2. To do all such acts, deeds and things as may be necessary for or incidental in respect of the aforesaid.

Subject to following:

1. The 'Agent' is not permitted to Surrender the Safe Deposit Locker. The Agent shall, while acting under this Special Power of Attorney, ensure that it acts in accordance with laws, regulations, instructions and directions issued by Reserve Bank of India, the Government of India, Urban Co-operative Bank Ltd, No.1758, Perinthalmanna or any other body empowered to do so.

The Principal hereby agrees and undertakes to ratify and confirm all acts that may be done by the Agent pursuant to this Special Power of Attorney.

The Principal also undertakes to keep the Urban Co-operative Bank Ltd, No.1758, Perinthalmanna fully indemnified at all times from and against any loss, damage, harm suffered by / caused to it as a result of relying upon this Special Power of Attorney, including any expenses incurred by the Bank as costs in defending any claims / disputes against the Bank, arising out of the same.

Official Valid Document (OVD):- Passport / Driving License / PAN / Voter ID Card / NREGA Card / Aadhaar Card of 'Agent' (Please mention and enclose a photocopy of the

OVD of the Agent. The same shall be attested by the Agent and then by the Principal): _____

_____ (Specimen signature of 'Agent')

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

Signature of Locker hirer /Principal

In the presence of (witnesses)

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

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

ANNEXURE - VIII - Final Letter/Notice regarding public auction of Locker contents

ലോക്കർപൊളിച്ചശേഷം നൽകേണ്ടതായ നോട്ടീസ്
[To be sent after the Locker has been broken open]



.....**BANK**

Date: .../...../ 20

No.....

REGISTERED LETTER/NOTICE WITH ACKNOWLEDGEMENT DUE

To:
.....
.....

Madam / Dear Sir

Safe Deposit Locker No.....

We regret to observe that in spite of our last reminder dated:, the rent of your above noted locker remained unpaid. The locker thus had to be broken open by the Bank on..... at (**Note:** Mention Bank name) and a copy of the inventory (dated:) recording the details of the articles found from the above locker, is attached for your reference.

2. We would like to reiterate that for recovery of arrears of rent and of all other costs incurred in this connection, the Bank has the right to dispose of some or all of articles found in the locker through public auction or otherwise, in accordance with your hiring agreement. Accordingly, you are liable in terms of the said agreement, for all arrears of rent and other costs incurred in this connection and you are hereby informed that the above articles will be auctioned and if any balance amount is still payable by you on the aforesaid account, the same shall be recoverable from you, in any manner prescribed by law.

3. After recovery of the amount due to the Bank, balance if any, *will be credited to your Current/Saving Bank account number/*a Banker's cheque will be issued in your favor. and you are requested to *come to the Bank to collect the same.*

4. Please be informed that the above disposal will be carried out by a public auction, as per the details mentioned below:

i. Date: ...

ii. Time:.....

iii. Venue:...

*(**Note:** Mention venue name, Bank code, if the same is in a Bank and complete address of the venue.)*

Yours faithfully, Bank Manager.

*Please strike off the words/ lines which are not applicable.

പൊളിച്ച ലോക്കറിൽ കണ്ടെത്തിയ വസ്തുക്കളുടെ വിവരം

ANNEXURE - IX - Inventory of the contents of Broke Open Safe Deposit Locker

The following inventory of contents found in Safe Deposit Locker No. _____ located in the Safe deposit locker of Urban Co-operative Bank Ltd, No.1758, Perinthalmanna, _____ Bank at _____ hired by *Shri/Smt. _____ in his/her sole name/*Shri/Smt. (i) _____ jointly with(ii) _____ (iii) _____

was taken on this _____ day of _____ 20_____.

Sr. No	Description of articles found	Other identifying particulars, if any

The purpose of inventory: To list out the articles/contents which were found in the above locker, when the same had to be broken open for recovery of arrears of locker rent, other Bank charges etc. The above inventory was taken in the presence of the following officers of the Bank and two independent witnesses, namely:

1. Bank officers:

a). Shri/Smt. _____ Designation & Bank _____
Signature _____ Place _____ Date _____

b). Shri/Smt. _____ Designation & Bank _____
Signature _____ Place _____ Date _____

2. Witnesses:

a). Shri/Smt. _____, Address _____ Signature _____
Place _____ Date _____

b). Shri/Smt. _____ Address _____ Signature _____
Place _____ Date _____

*Please strike off the words/ lines which are not applicable.

ANNEXURE – X – Format of Locker Agreement



P.B. No. 10, Perinthalmanna - 679 322, Malappuram District. Kerala State.,
Ph : 04933-226 976, 226 973, Fax:221816, Email : ucbbpmna@yahoo.com

SAFE DEPOSIT LOCKER AGREEMENT (NF285) SAFE DEPOSIT LOCKER AGREEMENT

Locker No.: Key No.: Size:

This agreement made at on day of
..... 20..... between 1.....

S/o /D/o/W/o aged..... years
residing at

2. S/o /D/o/W/o aged
..... years residing at

3. S/o /D/o/W/o aged
..... years residing at

(Full name and residential address (hereinafter called the hirer which expression shall unless repugnant to the context shall, include

- a) One or more individuals, his/her/their heirs(s), executor(s), administrator(s) and legal representative(s)
- b) 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 heirs(s), executor(s), administrator(s) and 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)
- e) A limited company, its successors, their survivor(s), legal heir(s), executor(s), administrator(s) and legal representative(s)

Of the one part :

AND

The URBAN CO-OPERATIVE BANK LTD. No. 1758, PERINTHALMANNA, having its Head Office at Pattambi Road, Perinthalmanna (P.O)-679322, Malappuram District, Kerala State., and

branch at

hereinafter called the BANK which expression shall include its administrator, assigns and successors of the other part.

(The Bank and the Hirer are individually referred to as a "Party" and collectively as "Parties")

WHEREAS:

- (a) The Hirer being desirous to avail of safe deposit locker facility, has approached the Bank for such facility;
- (b) Bank is agreeable to provide to the Hirer 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.

NOW THIS DEED WITNESSETH that the Bank has leased to the Hirer/s a Safe Deposit Locker No..... class/size/type..... at an annual rent of Rs..... (Rupees..... only (detailed in the Schedule of this agreement) payable in advance without demand subject to revision of rent from time to time.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. LOCKER LICENCE

- 1.1 The Bank as a licensor hereby grants to the Hirer/s as a licensee, the license to use the safe deposit locker, the details of which are more particularly described in the Schedule to this Agreement (hereinafter referred to as the "Locker"), subject to the terms and conditions as set out under this Agreement.
- 1.2 The Hirer hereby accepts the license granted in terms hereof for fee as specified in the Schedule by way of rent (the "Rent").
- 1.3 The license to use the Locker hereby granted is:
 - (a) Personal and for the Hirer's own use and not for the use of any person other than the Hirer;
 - (b) Non-transferable;
 - (c) Only for legitimate purposes such as storing of valuables like jewelry and documents but not for storing any cash or currency;
 - (d) Not for storing:
 - (i) arms, weapons, explosives, drugs and/or any contraband material; and/ or
 - (ii) any perishable material and/or radioactive material and/or any illegal substance; and/or
 - (iii) any material which can create any hazard or nuisance to the Bank or to any of its customers.
- 1.4 The Hirer/s 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 If the Bank suspects the deposit of any illegal or hazardous substance by the Hirer/s in the safe deposit locker, the Bank shall have the right to break open the locker without giving notice to locker hirer/s and take appropriate action against the Hirer/s as it deems fit and proper under the circumstances.
- 1.6 The Hirer/s 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 Hirer/s entering the details of such operation in the Bank's records in the form and manner as stipulated by the Bank; andAfter the Hirer/s provides identity proof, if so demanded by the Bank.

2. HIRER'S UNDERTAKINGS AND OBLIGATIONS

- 2.1 The Hirer 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 and 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 when due and bear all costs incurred by the Bank for-
 - (i) Changing the lock and repairs to the Locker on the Hirer'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 Hirer/s providing new address and contact details including phone number, email id, mobile number etc.

- 2.2 **Agent of Hirer (In case Hirer/s is Individual)** * (Strike off under authentication if not applicable).
- 2.2.1 The hirer/s hereby authorize his agent Sri./ Smt.....
S/o/D/o/W/o..... aged.....years residing at
..... (Full name and residential address)
to allow access to the locker no..... with key no..... for the purpose of depositing articles
and removing articles there from, from time to time whose specimen signature is given in the schedule of this
agreement. Such authority may be cancelled by any of the Hirer/s at any time in writing. Bank shall not permit
any operations in the locker by the agent of Hirer once the death of the principal hirer/s is reported. The
matter thereafter shall be settled by way of a settlement of death claim depending upon either under
nomination or otherwise.
- Applicable where the hirer/s authorize an agent to operate his/ her/ their locker.
- 2.2.2 The Hirer executing this agreement for self and/ on behalf of minor who is the hirer/ one of the hirers, as
guardian, agrees and understands that the locker will be used for keeping the articles belonging to him/ them
and further agrees, covenant that the hirer shall be liable and answerable to the said minor in his personal
capacity and the Bank shall not be responsible for anything that may arise on account of having allowed the
hire of locker and/ or operating the same.**
- **Applicable where the hirer/ one of the hirers is a minor.
- 2.3 **Additional terms and conditions for visually Impaired persons**
(Strike off under authentication if not applicable).
- 2.3.1 The hirer being a visually impaired person has made a request to the Bank for permitting to operate the safe
deposit locker singly/ singly with the assistance of a reliable person as per the choice of the hirer/ jointly with
another person who is not a visually impaired person. The contents of this locker agreement are read out to
the hirer by the officials concerned of the Bank and the hirer has understood the contents and the contents
are agreeable to the hirer.
- 2.3.2 The hirer being a visually impaired person chose to obtain the assistance of a reliable person of his choice
and undertake to provide to the Bank the name and address of the person, his relationship to the hirer, if any,
and a photograph of that person have been provided to the Bank to keep for its record. The hirer also
undertakes that whenever the identified persons accompanies the hirer, the Bank has the authority to first
verify the identity of the identified person through his photo and signature and only after the Bank being
satisfied of his identity, will be permitting the operation to the hirer. The hirer also undertakes that once a
person is identified for the above purpose, the hirer shall not have the authority to change the person, unless
permitted by the Bank, or request to this effect made by the hirer.
3. The hirer/s has been fully informed by the Bank that the Bank is not responsible for the contents kept in the locker.
Any operation carried out in the locker by the hirer/s is at his/ her/ their own risk and the Bank is not liable for any
claim whatsoever made in future. Any operation carried out in the locker by the applicant/s, either alone or jointly
with another person or with assistance of a reliable person of his/her/ their choice, is at his own risk and Bank is not
liable for any claim made by hirer or any other person in future.
- 4. BANK'S RIGHTS**
- 4.1 The Bank shall have a right to:
- (a) Recover the Rent and any other cost incurred by the Bank in relation to the Locker to the debit of the
Hirer's account, in the event the same is not paid by the Hirer/s, when due; and
 - (b) Refuse access to the Locker-
 - (i) In case the rent due on the Locker remains unpaid; and
 - (ii) Hirer/s fails to provide proof of identity when demanded by the Bank, at the time of seeking access to
the Locker.
- 4.2 **Termination of License**
- 4.2.1 The Bank shall have, in the event of the Hirer's breach of or default under this Agreement and/ or the Bank
being of the view that the Hirer/s 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 Hirer
a prior written notice of not less than one month by registered post or speed post (and/ or also by (i) email
where email id of the Hirer is available; and (ii) SMS and/or WhatsApp where the mobile phone number
of the Hirer is available) ("**Termination Notice**").
- 4.2. Upon receipt of the Termination Notice, the Hirer 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.

4.3 **Breaking open of the Locker and dealing with its contents**

- 4.3.1 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 of Termination Notice in accordance with Clause 4.2.1 hereof is served to the Hirer/s and the Hirer/s 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;
 - (c) The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7 (seven) years or more; and the Hirer/s cannot be located by the Bank. Bank shall be at liberty to transfer the contents of the locker to the nominee/ legal heir/s of the locker hirer(s) or dispose of the articles in a transparent manner as the case may be, even if the rent is being paid regularly;
 - (d) 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; however the Bank will not be obligated to give a notice as stipulated under clause 4.3.2 and
 - (e) If the Bank is of the view that there is a need to take back the locker as the locker hirer is not cooperating or not complying with the terms and conditions of the agreement.
- 4.3.2 Before exercising the right to break open the Locker, the Bank shall send to the Hirer a notice (in addition to the Termination Notice under Clause 4.2.1 above) in writing of not less than 1 (one) month by registered post/ speed post (and also by (i) email where email id of the Hirer/s is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Hirer is available) of the Bank's proposed action of breaking open of the Locker ("**Break Open Notice**").
- 4.3.3 Notwithstanding, anything contained under this Agreement the Bank shall take all possible efforts to contact the Hirer by sending messages on mobile phone of the Hirer/s, sending a personal messenger to the Hirer's address, making phone calls on the Hirer's land line/ mobile phone etc. before breaking open of the Locker.
- 4.3.4 In case the Termination Notice and the Breaking Open Notice as aforesaid sent by the Bank is returned undelivered or the Hirer/s is/are not found to be traceable despite the Bank having taken reasonable efforts including those stated under Clause 4.3.2 and 4.3.3 above, the Bank shall, before breaking open the Locker, issue a public notice of not less than 1 (one) month 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 Hirer/s resides as evidenced by the Hirer's address as stated in the Agreement or as further communicated by the Hirer/s to the Bank.
- 4.3.5 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.
- 4.3.6 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.
- 4.3.7 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.
- 4.3.8 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.
- 4.3.9 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 Hirer's dues to the Bank (including outstanding Rent, breaking open charges and any other dues) and balance be refunded to the Hirer/s or held for the disposal at the order of the Hirer/s or transferred to the nominee or legal heirs of the Hirer/s.
- 4.3.10 Before sale of the contents of the Locker by conducting public auction, a notice of not less than one month in writing by registered post/ speed post (and/ or also by (i) email where email id of the Hirer/s is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Hirer/s is available) shall be issued by the Bank to the Hirer/s 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.
- 4.3.11 In case Government enforcement agencies approach Bank with orders from the Court or appropriate competent Authority to seize lockers and request for access to the lockers, Bank shall inform the Hirer/s by letter as well as by email/ SMS to the registered email id / mobile number.

5. THE BANK'S DISCHARGE FROM OBLIGATIONS AND LIABILITY

- 5.1 The Bank shall not be liable, 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).
- 5.2 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 Hirer whatsoever.
- 5.3 The Bank shall be discharged of its obligations and shall not be liable for any cost, loss or liability incurred by the Hirer/s (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.
- 5.4 Regardless of the above, the Bank's liability on the Locker shall always be subject to limitation under the applicable law and regulation. Bank's liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.
- 5.5 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.

6. 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.

SCHEDULE

Place:		Date:
1. PARTIES TO THIS AGREEMENT		
1 A	THE BANK	THE URBAN CO-OPERATIVE BANK LTD No. 1758 PERINTHALMANNA, Head Office Perinthalmanna, P.B. No. 10, Perinthalmanna (P.O) - 679 322, Malappuram District. Kerala State., a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office at Pattambi Road, Perinthalmanna, Malappuram District - 679322 and operating in these presents through its branch as stated below.
	BRANCH	
1B	THE HIRER	NAME AND ADDRESS:
		1 Name : Address : Email ID : Telephone Number : Mobile Number :
		2 Name : Address : Email ID : Telephone Number : Mobile Number :
		3 Name : Address : Email ID : Telephone Number : Mobile Number :

2	AGENT OF HIRER (IN CASE HIRER/S IS INDIVIDUAL) (If Applicable)	1 Name : Address : Email ID : Telephone Number : Mobile Number :
2 (A)	SPECIMEN SIGNATURE OF AGENT OF HIRER	1) 2) 3)
3	DESCRIPTION OF LOCKER	LOCKER NUMBER: KEY NUMBER: CLASS/ SIZE/ TYPE
4	LOCKER RENT PER YEAR	Rs. (in figures) : _____ Rupees (in words) : _____ (As may be revised from time to time) (Payable in advance)
5	PERIOD OF LICENCE	1 (One) year from the date of this Agreement which at the end of such one year shall stand automatically extended for a further period of 1 (one) year every time unless terminated in terms hereof.
6	OPERATING MANDATE	
7	ANY OTHER TERMS	
8	CASA ACCOUNT NUMBER FOR RENT COLLECTION	

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

For the Hirer/s

	1	2	3
Signature			
Name			
Designation/ Capacity*			

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

For the Bank [Bank Name/ Branch Name]:	
Signature with Seal & SP No.	:
Name of the signatory	:
Designation	:

NOMINATION FORM SL 1/ SL 1-A

Nomination under Section 45ZE of the Banking Regulation Act, 1949 and Rule 4(1)/ 4(2) of the Banking Companies (Nomination) Rules, 1985 by the sole hirer / joint hirer/s in respect of Safe Deposit Locker*.

I/We _____

(Name/s & Addresses) nominate the following person(s) to whom in the event of my/our/minor/s/one or more of our death, _____

(Name and address of the branch/office in which the locker is situated) may give access to the locker and liberty to remove the contents of the said Locker, particulars of which are given here below. **Jointly with the survivor or survivors of us:***

Distinguishing mark or Locker No. _____

NOMINEE : _____

Name : _____

Address : _____

Additional details if any : _____

Relationship with the Hirer, if any : _____ Age: _____

Place : _____

Date : _____

Signature/s /Thumb impression of Hirer/s**

WITNESS***

1. Name : _____ 2. Name : _____

Signature : _____ Signature : _____

Address : _____ Address : _____

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

*** Thumb impression shall be attested by two witnesses _____

Nomination/ Accepted and Registered vide Regn. No. _____ dated _____

For THE URBAN CO-OPERATIVE BANK
LTD. No. 1758, PERINTHALMANNA

Supervisor

Manager / Senior Manager

ANNEXURE - XII - Termination Notice

അനഭിലഷണീയമായ ലോക്കറുകൾ അവസാനിപ്പിക്കുവാൻ നൽകുന്ന നോട്ടീസ് [To be sent hirers whose locker needs to be terminated due to undesirable actions]



.....**BANK**

Date: .../...../ 20

No.....

REGISTERED LETTER/NOTICE WITH ACKNOWLEDGEMENT DUE

To:

.....

.....

Madam / Dear Sir

Safe Deposit Locker No.....

We regret to note that you have breached the following conditions / defaulted the following conditions:

- a.
- b.

and / or the Bank is of the view that you are not co-operating and/or not complying with the terms and conditions of the agreement between the Bank and you in respect of the above locker, we are hereby exercising our power vide clause 4.2.1 of the said agreement and you are requested to surrender and vacate the said locker and hand over the key, password or other identification mechanisms and documents provided by the Bank to you for opening the Locker, if any, to us within 30 (thirty) days from the date of this notice, failing which, we shall be compelled to break open the said locker in terms of clause 4.3 of the said agreement.

Branch Manager

Managing Director

Director

Director

Chairman