

**The Kangra Central Co-operative Bank Ltd**  
**H.O. Dharamshala, District Kangra**  
**Himachal Pradesh**

**Safe Custody of articles and Safe Deposit Locker Policy of the Bank**



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## **SAFE CUSTODY OF ARTICLES AND LOCKER POLICY**

### **1. Introduction:**

- i) Safe deposit lockers facility is one of the ancillary services extended by bank through branches.
- ii) The relationship between the banker and the customer of a locker is that of lessor and lessee.
- iii) Advantages of Safe Deposit Lockers with KCCB
  - a. Wide Availability.
  - b. Lockers available in various sizes i.e. Small, Medium and Large with varying rent.
  - c. Lockers are rented out for a minimum period of one year. Rent is payable in advance. There is a nominal annual charges, which depends on the size of the locker.
  - d. The Locker rent may be conveniently paid from customer deposit account with us/ through cheque/ direct debits or cash.

### **2. Eligibility:**

- i) Bank's lockers will be hired to Individual singly and / or two or more individuals jointly as well as Firms, Limited Companies, Societies, Associations, Clubs, Trusts, etc.
- ii) The applicant shall have a Savings/Current a/c with the Branch concerned.

### **3. Customer Due Diligence**

- i) The existing customers of a bank who have made an application for locker facility and who are fully compliant with the CDD criteria under the Master Direction – Know Your Customer (KYC) Directions, 2016 (as updated from time to time) may be given the facilities of safe deposit lockers/ safe custody article subject to on-going compliance.
- ii) Customers who are not having any other banking relationship with the bank may 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) Directions, 2016 (as updated from time to time) and subject to on-going compliance. The due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker.
- iii) The locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the bank suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the bank shall have the right to take appropriate action against such customer as it deems fit and proper in the circumstances.
- iv) The banks shall obtain recent passport size photographs of locker-hirer(s) and



individual(s) authorised by locker hirer(s) to operate the locker and preserve in the records pertaining to locker-hirer being maintained in the bank's branch.

#### 4. Allotment of Lockers

- (i) Allotment of lockers shall be based on the duly filled in application by the prospective hirer/s on the printed format provided by the bank.
- (ii) Lockers will be allotted by the branches on first-come-first served basis. Branches shall maintain a branch wise list of vacant lockers as well as a wait-list in Core Banking System (CBS) or any other computerized system compliant with Cyber Security Framework issued by RBI, for the purpose of allotment of lockers and ensure transparency in allotment of lockers. The bank shall acknowledge the receipt of all applications for allotment of locker and provide a wait list number to the customers, if the lockers are not available for allotment.
- (iii) Due diligence of KYC norms, will be duly applied before allotment of locker.
- (iv) At the time of allotment of the locker to a customer, the bank shall enter into an agreement with the customer to whom the locker facility is provided, on a paper duly stamped. A copy of the locker agreement in duplicate signed by both the parties shall be furnished to the locker-hirer to know his/her rights and responsibilities. Original Agreement shall be retained with the bank's branch where the locker is situated.
- (v) **The locker agreements with existing locker customers should be renewed by January 01, 2023.**

#### 5. Fixed Deposit as Security for Lockers:

##### Linking of Allotment of Lockers to placement of Fixed Deposits

Banks may face potential situations where the locker-hirer neither operates the locker nor pays the rent. To ensure prompt payment of locker rent, banks are allowed 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. Banks, however, shall not insist on such Term Deposits from the existing locker holders or those who have satisfactory operative account. The packaging of allotment of locker facility with placement of term deposits beyond what is specifically permitted above will be considered as a restrictive practice.

- i. At the time of hiring the locker, the shall obtain a minimum Security Deposit in the form of FDR from the Lessee for the amount which will cover 3 years rent and the charges for breaking open the locker, in case of an eventuality.
- ii. The Security Deposit/Fixed Deposit will be kept under Bank's lien in respect of rental and



other dues on locker services like breaking open/replacement of locker in case of loss of key etc.

- iii. An acknowledgement will be issued by the Bank for the deposit to be kept as Security Deposit.
- iv. In cases where the locker is broken open by the Bank for non payment of locker rent, the Fixed deposit of the hirer, will be appropriated for recovery of expenses incurred by the Bank in
  - (i) breaking open the locker,
  - (ii) replacement of lock, and
  - (iii) recovery of Bank's dues on account of
    - (a) overdue locker rent,
    - (b) interest on overdue locker rent and
    - (c) reasonable safe custody charges for keeping the contents in Safe Custody of the Bank.
- v. The Security Deposit is fixed based on the size of the Lockers.

## **6. Internal Controls by banks**

- i) There shall be a system of inter change of locks whenever the locker is surrendered by the hirer. The keys of vacant lockers shall be kept in sealed envelopes. The duplicate master keys shall be deposited with another branch of the bank. There shall be proper record of joint custody of master keys. Banks shall conduct surprise periodic verification of surrendered/vacant lockers and their keys by an officer of the bank who is not connected with their custody and proper record shall be maintained as a proof of such verification.
- ii) Banks shall ensure that the Locker Register and the Locker Key Register are maintained in CBS or any other computerized system compliant with the Cyber Security Framework issued by the Reserve Bank. The Locker Register shall be updated in case of any change in the allotment with complete audit trails.
- iii) The bank custodian shall check whether the lockers are properly closed post locker operation. If the same is not done, the lockers must be immediately closed, and the locker-hirer shall be promptly intimated through e-mail, if registered or through SMS, if mobile number is registered or through letter so that they may verify any resulting discrepancy in the contents of the locker. The bank custodian shall record the fact of not closing the locker properly in the register and its closure by the bank with the date and time. Further, the custodian of the locker room shall carry out a physical check of the locker room at the end of the day to ensure that lockers are properly closed, and that no person is inadvertently trapped in the locker room after banking hours.

## **7. Infrastructure and Security Standards**

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



Branches will exercise due care and necessary precaution for the protection of the lockers provided to the customers. Bank Should review the systems in force for operation of safe deposit vaults/ locker at their branches on an on-going basis and take necessary steps.

7.1.1 Bank shall take necessary steps to ensure that the area in which the locker facility is housed is properly secured to prevent criminal break-ins. The risks of accessibility of an allotted locker from any side without involvement of the locker-hirer concerned may be assessed and kept on record. Banks shall have a single defined point of entry and exit to the locker room/vault. The place where the lockers are housed must be secured enough to protect against hazard of rain / flood water entering and damaging the lockers in contingent situations. The fire hazard risks of the area should also be assessed and minimized. The banks, as per their policy, shall conduct necessary engineering / safety verification regularly to identify the risks and carry out necessary rectification.

7.1.2 The area housing the lockers should remain adequately guarded at all times. The banks shall install Access Control System, if required as per their risk assessment, which would restrict any unauthorized entry and create digital record of access to locker room with time log. As per their internal security policy, banks may cover the entry and exit of the strong room and the common areas of operation under CCTV camera and preserve its recording for a period of not less than 180 days. In case any customer has complained to the bank that his/her locker is opened without his/her knowledge and authority, or any theft or security breach is noticed/observed, the bank shall preserve the CCTV recording till the police investigation is completed and the dispute is settled.

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

## **7.2 Locker Standards**

7.2.1 All the new mechanical lockers to be installed by the bank shall conform to basic standards / benchmarks for safety and security as prescribed by Bureau of Indian Standards (BIS) or any other enhanced industry standards applicable in this regard.

7.2.2 Bank if offering electronically accessed lockers should be fully aware of the safety and security features of such lockers satisfying appropriate industry standards. In case the lockers are being operated through an electronic system, the bank shall take reasonable steps to ensure that the system is protected against hacking or any breach of security. The customers' personal data, including their biometric data, shall not be shared with third parties without their consent. Further, bank shall ensure that the electronically operated lockers are compliant with the Cyber Security Framework prescribed by the Reserve Bank. The system should be capable of maintaining unalterable log of locker activities. The bank shall comply with the relevant statutory / regulatory guidelines/requirements applicable for IT / data protection. Further, the bank shall also devise a standard operating procedure for issue of new password in lieu of lost passwords to customers in a safe and secure manner in case of electronically operated lockers.

7.2.3 Bank shall ensure that identification Code of the bank / branch is embossed on all



the locker keys with a view to facilitating identification of lockers / locker ownership by law enforcement agencies in case of need. Further, the custodian of the locker shall, regularly/periodically, check the keys maintained in the branch to ensure that they are in proper condition. Banks shall permit the locker-hirer to operate the locker only with the key provided by the bank, although there is no restriction in allowing the customer to use an additional padlock of her /his own if there are such provisions in lockers.

## **8. Recovery of Locker rent from hirer(s)**

If locker rent is collected in advance, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer.

If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the bank shall give public notice in two newspapers (including one local daily in vernacular language) in this regard and the customers shall be intimated at least two months in advance along with options for them to change or close the facility. In case of unplanned shifting due to natural calamities or any other such emergency situation, banks shall make efforts to intimate their customers suitably at the earliest.

With standing instruction the rent shall be paid from the deposit account of the hirer on the due date and sufficient balances shall be maintained in the account for this purpose.

Locker rent will be recovered on annual basis. The lease period of one year will start from the date of hiring the locker and will continue till the preceding day of the corresponding date in the subsequent year.

When the rent is paid in advance for 3 years & above, 10% discount will be allowed.

Locker rent will be decided by the Bank, depending on their size from time to time.

## **9. Closure and Discharge of locker items**

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

- (i) if the hirer loses the key and requests for breaking open the locker at her /his cost; or
- (ii) if the Government enforcement agencies have approached the bank with orders from the Court or appropriate competent authority to seize lockers and requested for access to the lockers; or
- (iii) if the bank is of the view that there is a need to take back the locker as the locker hirer is not co-operating or not complying with the terms and conditions of the agreement.
- (iv) Locker can be surrendered by the hirer/s on written request (duly signed by all locker holders) without any damage at any time during the contract period through a written application and handing over of keys to the Bank Officials.



- (v) The contents of the letter should clearly state that the lockers have been vacated and all the belongings have been removed.

Banks shall have a clear Board approved policy together with a Standard Operating Procedure (SOP) for breaking open the lockers for all possible situations keeping in view the relevant legal and contractual provisions.

#### **10. Loss of Keys by Hirer**

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

The opening of the locker has to be carried out by the bank or its authorized technician only after proper identification of the hirer, proper recording of the fact of loss and written authorization by the customer for breaking open the locker.

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

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

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

The bank shall verify and satisfy itself about the orders and the connected documents received for attachment and recovery of the contents in a locker or articles in the safe custody of the bank. The customer (locker-hirer) shall be informed by letter as well as by email/SMS to the registered email id/mobile phone number that the Government Authorities have approached for attachment and recovery or seizure of the locker or articles deposited for safe custody. An inventory of the contents of locker and articles seized and recovered by the Authority shall be prepared in the presence of such Government Authorities, two independent witnesses and an officer of the bank and shall be signed by all. A copy of the inventory may be forwarded to the customer to the address available in the bank's records or handed over to the customer against acknowledgement.

Banks 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.

## **12. Discharge of locker contents by banks due to non-payment of locker rent**

Banks shall have the discretion to break open any locker following due procedure if the rent has not been paid by the customer for three years in a row. The bank shall ensure to notify the existing locker-hirer prior to any changes in the allotment and give him/her reasonable opportunity to withdraw the articles deposited by him/her. A clause may be incorporated in the locker agreement to this effect.

Before breaking open the locker, the bank shall give due notice to the locker-hirer through a letter and through email and SMS alert to the registered email id and mobile phone number. If the letter is returned undelivered or the locker-hirer is not traceable, the bank shall issue public notice in two newspaper dailies (one in English and another in local language) giving reasonable time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond. The locker shall be broken open in the presence of an officer of the bank and two independent witnesses. In case of electronically operated lockers (including Smart Vaults), the use of 'Vault Administrator' password for opening of locker shall be assigned to a senior official and complete audit trail of access shall be preserved. Further, banks 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. Banks shall also ensure that the details of breaking open of locker is documented in CBS or any other computerized systems compliant with the Cyber Security Framework issued by RBI, apart from locker register. After breaking open of locker, the contents shall be kept in sealed envelope with detailed inventory inside fireproof safe in a tamper-proof way until customer claims it. A record of access to the fireproof safe shall invariably be maintained. While returning the contents of the locker, the bank shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.

Banks shall ensure that the inventory prepared after breaking open of the locker and during settlement of claims, is in the appropriate forms. Further, banks 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.

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

If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be. Before breaking open the locker, the bank shall follow the procedure as prescribed in paragraph 12 above. Banks shall ensure that the procedure to be followed by them for disposal of the articles left unclaimed for a reasonably long period of time as mentioned above is incorporated in their locker agreement.



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

#### **14. Procedure for breaking open the lockers and taking stock of Inventory**

The following procedures shall be adopted in case the locker remains inoperative.

- If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be.
- The Bank shall in above cases immediately contact the hirer to operate the locker or surrender it. The Bank shall first of all request the locker hirer telephonically/ through email/ SMS and if with in a week he/she does not respond then notice on the format will be issued. Any reason for non operation shall be in writing from the hirer.
- If the locker hirer submits genuine reasons as in case of NRIs or a person out of that town for some reason then the Bank after deciding the genuineness shall allow to continue.
- In case the hirer does not respond with in the time given in the notices as per format/ If the letter is returned undelivered or the locker-hirer is not traceable, the bank shall issue public notice in two newspaper dailies (one in English and another in local language) giving reasonable time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond. Bank shall consider to break open the locker in case hirer does not respond after giving him due notice.
- The locker shall be broken open in the presence of following :
  - (i) Assistant General Manager concerned
  - (ii) Branch Manager
  - (iii) Two respectable customers of the Bank
- After breaking open the Locker and preparing the inventory duly signed by above persons the contents if any found in that Locker shall be placed in a vacant locker with double lock which should be under the joint custody of the Branch Manager and one other Officer/ Cashier of the Branch.
- A separate register called "Register of Broken Open Locker" shall be maintained and the facts of broken open locker shall be recorded in it and will be authenticated by both the above custodians.
- After breaking open the locker notice shall be sent to the concerned hirer/ hirers informing about the contents found in the locker and retained by the Bank in a separate locker.



- Banks shall also record a video of the break-open process and the inventory assessment.

**Before initiating this extreme step the Branch Manager shall ensure that necessary permission has been obtained from the Head Office in this regard after necessary efforts. All notices shall be sent to the hirers on the addresses registered with the Bank and to ensure that notices served are received by the hirers. If the letter is returned undelivered or the locker-hirer is not traceable, the bank shall issue public notice in two newspaper dailies (one in English and another in local language) giving reasonable time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond**

**Since this is an extreme step so total notice period excluding telephonic reminder has been proposed 90 days.**

**The Draft of notice, reminder to the customer and specimen of report of the Locker broken/ open are enclosed.**

## **15. Nomination Rules in respect of Articles in safe custody and Lockers**

### **(i) Nomination Facility in respect of Articles in Safe Custody**

#### **Legal Provisions**

The legal provisions providing for nomination and return of articles kept in safe custody to the nominee and protection against notice of claims of other persons are detailed in Sections 45 ZC and 45 ZD of Banking Regulation Act, 1949 (As Applicable to Co-operative Societies) and Banking Companies (Nomination) Rules, 1985/ Co-op Banks (Nomination) Rules, 1985.

#### **Nomination Rules in respect of Articles in Safe Custody**

The Nomination Rules in respect of articles kept in safe custody provides as under:

- The nomination facility is available only in the case of individual depositor/ sole proprietary concern and not in respect of persons jointly depositing articles for safe custody to be made by an individual (hereinafter referred to as the "depositor") in respect of articles left in safe custody with a bank.
- Where the nominee is minor, the depositor may, while making the nomination, appoint another individual not being a minor, to receive the said articles on behalf of the nominee in the event of the death of the depositor during the minority of the nominee. A passport size photo of the nominee attested by the customer may be obtained from the customers, at his/her option and preserved in the records.
- Where the articles are left in safe custody with a co-operative bank in the name of a minor, the nomination shall be made by a person lawfully entitled to act on behalf of the minor.
- The nomination should be made in favour of only one individual by each hirer.
- A nomination, cancellation of nomination or variation of nomination may be made by the depositor at any time during which the articles so deposited are held in safe custody by



the bank as per various forms (Form SCI, SC2 and SC3 for Articles left in Safe Custody) prescribed under Banking Companies (Nomination) Rules, 1985/ Co-operative Banks (Nomination) rules, 1985.

- (f) The bank shall acknowledge in writing, to the depositor, the filing of the relevant duly completed Form of nomination or cancellation of nomination or variation of nomination, as the case may be, in respect of the articles so deposited. Such acknowledgement shall be given to all the customers irrespective of whether the same is demanded by the customers or not.
- (g) The duly completed Form of nomination or cancellation of nomination or variation of nomination filed with the bank should be registered in the books of the bank.
- (h) Where the hirer/s prefers not to nominate, the same will be recorded in the application form.
- (i) Only Thumb-impression(s) shall be required to be attested by two witnesses. Signatures of the account holders need not be attested by witnesses.

### **Operational Instructions**

- (i) Nomination facilities are available only in the case of individual depositors and not in respect of persons jointly depositing articles for safe custody.
- (ii) While returning articles kept in safe custody to the nominee or nominees and surviving hirers, banks are not required to open sealed/closed packets left with them for safe custody while releasing them.
- (iii) In the matter of returning articles left in safe custody by the deceased depositor to the nominee, the Reserve Bank, in pursuance of sections 45 ZC(3) and 45 ZE(4), read with section 56, of the Banking Regulation Act, 1949 (As Applicable to Co-operative Societies), has specified the formats for the purpose.
- (iv) In order to ensure that the articles left in safe custody are returned to the genuine nominee, as also to verify the proof of death, bank shall devise its own claim formats or follow the procedure, if any, suggested for the purpose either by their own federation/association or by the Indian Banks' Association (IBA). As regards proof of death of depositor, the IBA has advised its member banks to follow the procedures as prevalent in banks viz. production of the death certificate or any other satisfactory mode of proof of death.

### **(ii) Nomination in respect of Safe Deposit Locker Accounts**

#### **Legal Provisions**

The legal provisions providing for nomination and release of contents of safety lockers to the nominee and protection against notice of claims of other persons are detailed in Sections 45 ZE and 45 ZF of the Banking Regulation Act, 1949 (As Applicable to Co-operative Societies).

#### **The Nomination Rules in respect of Safety Locker**

The Nomination Rules in respect of Safety Lockers provide as under:

- (a) Where the locker is hired from a bank by two or more individuals jointly, the nomination to be made by such hirers.



- (b) In the case of a sole hirer of a locker, nomination shall be made in favour of only one individual.
- (c) Where the locker is hired in the name of a minor, the nomination shall be made by a person lawfully entitled to act on behalf of the minor.
- (d) The cancellation of the said nomination to be made by the sole hirer or, as the case may be, joint hirers of a locker.
- (e) A variation of the said nomination to be made by the sole hirer of a locker.
- (f) A variation of the said nomination to be made by the joint hirers of a locker.
- (g) Nomination, cancellation or variation in existing nomination can be made either at the time of hiring of the locker or subsequently at any time during occupancy of the locker as per various forms (Form SL1, SL1A; SL2, SL3 and SL3A for Articles left in Safe Custody) prescribed under Banking Companies (Nomination) Rules, 1985/ Co- operative Banks (Nomination) rules, 1985.
- (h) A bank shall acknowledge in writing to the sole hirer or joint hirers, the filling of the relevant duly completed form of nomination or cancellation of nomination or variation of nomination, as the case may be, in respect of the locker so hired. Such acknowledgement shall be given to all the customers irrespective of whether the same is demanded by the customers or not.
- (i) The relevant duly completed form of nomination or cancellation of nomination or variation of nomination filed with the bank shall be registered in the books of the bank.
- (j) Where the hirer/s prefers not to nominate, the same will be recorded in the application form.
- (k) Unpaid locker rentals are to be recovered from the nominee.
- (l) Where the nominee is minor, the depositor may, while making the nomination, appoint another individual not being a minor, to receive the said articles on behalf of the nominee in the event of the death of the depositor during the minority of the nominee. A passport size photo of the nominee attested by the customer may be obtained from the customers, at his/her option and preserved in the records.
- (m) Only Thumb-impression(s) shall be required to be attested by two witnesses. Signatures of the account holders need not be attested by witnesses.

### **Operational Instructions**

- (i) In the matter of allowing the nominee(s) to have access to the locker and permitting him/them to remove the contents of the locker, the Reserve Bank, in pursuance of sections 45 ZC(3) and 45 ZE (4), read with section 56, of the Banking Regulation Act, 1949, has specified the Formats for Banking Regulation Act, 1949.
- (ii) In order to ensure that the amount of deposits, articles left in safe custody and contents of lockers are returned to the genuine nominee.
- (iii) While releasing contents of lockers to the nominee or nominees and surviving hirers, bank is not required to open sealed/closed packets found in locker.



- (iv) As regards locker hired jointly, on the death of any one of the joint hirers, the contents of the locker are only allowed to be removed (jointly by the nominee and the survivors) after an inventory is taken in the prescribed manner. In such a case, after such removal preceded by an inventory, the nominee and surviving hirer(s) may still keep the entire contents with the same bank, if they so desire by entering into a fresh contract of hiring a locker.
- (v) Section 45 ZE, read with section 56 of the Banking Regulation Act, 1949 (As Applicable to Co-operative Societies), does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. However, the responsibility of the banks in such cases is to ensure that when the contents of a locker are sought to be removed on behalf of the minor nominee, the articles are handed over to a person who, in law, is competent to receive the articles on behalf of the minor.

**KYC documents and Nomination forms required are appended below :**

<b>1</b>	<b>KYC documents</b>	
	<b>KYC Documents</b>	As per KYC policy
<b>2</b>	<b>Nomination forms</b>	
	<b>SLI</b>	Nomination by sole hirer in respect of safety locker
	<b>SL1A</b>	Nomination by Joint hirers of Safety Lockers
	<b>SL2</b>	Cancellation of nomination in respect of Safety Locker.
	<b>SL3</b>	Nomination Variation Form by sole hirer
	<b>SL3A</b>	Nomination variation by joint hirers in respect of safety locker
	<b>SC1</b>	Nomination in respect of articles left in safe custody
	<b>SC2</b>	Nomination Cancellation in respect of articles left in safe custody
	<b>SC3</b>	Nomination variation in respect of articles left in safe custody

**16. Operations of Safe Deposit Vaults/Lockers guidelines**

**16.1. Safe Deposit Vaults**

- i) Item received for the safe custody by the bank will be placed in the iron safe/ double lock cabinet by the joint custodian. Methodical storing is as important as a clean system for recording. All the items held under safe custody will be arranged in serial order so that the required item could be taken out easily.
- (ii) The safe custody receipt will be issued for all the items received for safe custody. The safe custody receipt will contain a brief and clear description of the item received for safe custody. The words 'Contents not known to the bank' will be written on the receipt at the end of the description of the item. Particulars of the item lodged for safe custody will also be entered on the counterfoil of the relevant receipt.



- (iii) The serial number given to the item as per the entry made in the Safe Custody Register will be noted on the receipts as well as on the counterfoil of the receipts. A separate receipt will be issued for each item received for safe custody. All the blank spaces in the receipt will be neatly ruled through so as to prevent any unauthorized alterations. Both the joint custodians under whose custody the item is held will sign the safe custody receipt. The receipt will be handed over to the person depositing the articles against his acknowledgement on the reverse of the relevant counterfoil. The safe custody book together with the counterfoil will be kept under safe custody.
- (iv) Great care will be exercised while delivering the articles of the concerned depositors. Although the contents of the sealed boxes/ parcels/ envelops, etc. are not known to the bank, it will be liable for the value of these articles, in case the articles are delivered to a wrong person. When a depositor wants to withdraw the articles from safe custody, he/she should either call personally with the safe custody receipt duly discharged and sign in the "**Safe Custody Register**" in token of having received back the articles or send a letter with instructions to deliver the safe custody articles to the bearer together with the '**Safe Custody Receipt**' duly discharged. The depositor will attest the signature of the bearer /messenger. The bank will ensure that the person deputed for taking delivery of the article should also discharge the safe custody receipt. The bank will also ensure that the person deputed signs in the safe custody register in the space provided for the purpose.
- (v) Where the articles are deposited in joint names, all the depositors will discharge the receipt and a joint mandate signed by the all joint depositors will be obtained authorizing one or more of them to receive the article.
- (vi) In case the depositor dies, the mandate given by him /her comes to an end and ,therefore, articles deposited will be handed over only to the legal representatives of the deceased, i.e. after production of probate if he/she left a Will, or succession certificate if he/ she dies without making a Will.
- (vii) In case of death of one of the joint depositors, the articles will be handed over only to the survivors together with the legal representative of the deceased.
- (viii) In case the original receipt is lost, a duplicate receipt may be issued on obtaining a letter in writing from the depositors regarding the loss of the receipt and on the depositor's undertaking to return the original, if found. The depositor will thereafter, be issued a duplicate receipt after marking "Duplicate" on the receipt. The fact that duplicate receipt has been issued will be mentioned against the concerned entry in the safe custody register.
- (ix) No part delivery of the articles out of the sealed boxes/parcels/envelops will be allowed. In such cases, the customer will be asked to withdraw the sealed envelop or box or parcel out of the bank, re-seal it and re-deposit the same against the issue of a fresh safe custody receipt.
- (x) At the time of delivering of the article, the relative entry in the safe custody Register will be rounded off and the fact of the delivery will be noted thereon under the initials of the joint custodians.



- (xi) The surrendered "safe custody receipt" together with the concerned application will be held under the safe custody of the joint custodian for a minimum period of one year from the date of delivery of the relative item. Thereafter, the same will be preserved carefully along with the old records.
- (xii) The bank will exercise utmost care and diligence while dealing with the articles lodged or safe custody. The bank will have exclusive possession and custody of items lodged for safe custody and will also have the sole right to access during the period of deposit with the bank. All the items held under the safe custody of the bank will be checked by an officer should be incorporated in the remarks column of the 'Safe Custody Register'. Wherever safe deposit locker facility is available, acceptance of articles for safe custody will be discouraged.
- (xiii) Before accepting the articles, for safe custody the bank will obtain an application in writing from the depositor which will invariably contain the following aspects; (a) Request for acceptance of item for safe custody. (b) Description of items lodged for safe custody and (c) Terms and conditions of withdrawal, i.e. persons authorized to withdraw the article for safe custody.
- (xiv) At the time of accepting any article for safe custody, the Manager will carefully examine the article and satisfy himself/ herself whether boxes / parcels / envelopes tendered for safe custody have been securely locked /stitched/ sealed. The lock of the boxes, the stitches of the parcels and the flaps of the envelopes should be got clearly written in bold letter on top of the boxes / parcels / envelopes for easy identification. After satisfying the fulfilment of the requirements, the Manager will give his / her approval for acceptance of the article for safe custody and record the same on the application. The bank will obtain from the depositor instructions in writing as to the disposal of the article in the event of his/ her death. All the safe custody applications should be filled separately and kept under joint custody.
- (xv) The Bank will not accept the items, which are prohibited for safe keeping.

#### **Register to be maintained for safe Custody Articles (Safe Custody Register)**

- (i) All the item received for the safe Custody will be first entered in a separate register known as 'Safe Custody Register' with the following particulars :

Sr. No.	Date of receipt	Name of the person(s)	Description of the Article	Safe custody receipt No.	Terms of withdrawal	Initials	Date of delivery	Signature of the person receiving the article	Initials	Remarks



- (ii) The serial no. in this register will run consecutively over a period of years. The number used will not be used again even after the bank delivers the relevant articles and accepted again for the safe custody. Even if a single party deposits more than one article at a time each item need to be entered separately and given distinctive serial numbers. This will not only facilitate easy identification of the items but also help in piecemeal delivery of the item in case of need. The serial number given to every entry will be marked on the relevant item. This is known as "safe custody article number ". The same number will also be noted on the safe custody receipt issued to the depositor and also in the relevant application. All the entries in the safe custody register will be made by one of the joint custodians and checked by the other joint custodian. Both the joint custodians will initial against every entry as a token of having received the relevant item for safe custody. The safe custody register will be placed in the iron safe / cupboard under joint custody overnight. During the day, the register will be kept under the custody of one of the joint custodians. No item will be placed in the safe custody or removed from safe custody without making an entry in the safe custody register under the initials of the joint custodians. The joint custodians should authenticate all the entries in the safe custody register.

## 16.2 Safe Deposit Lockers

- i) Branches will exercise due care and necessary precaution for the protection of the lockers provided to the customer.
- ii) The Hirer/s can operate the Safe Deposit Locker only on the Bank's working days and during the business hours of the Bank.
- iii) The locker hirer and/or the persons duly authorized by him/ her only shall be permitted to operate the locker after proper verification of their identity and recording of the authorization by the officials concerned of the bank. The bank shall maintain a record of all individuals, including the locker-hirers, who have accessed the lockers and the date and time (both check-in and check-out time) on which they have opened and closed the locker and obtain their signature. The ingress and egress register for access to Vault Room by locker-hirers or any other individual including the bank's staff shall be maintained to record the movement of individuals in the Vault Room area with their signatures at appropriate place in the records.
- iv) The bank's officer authorizing the locker-hirer to access the locker, after unlocking the first key / password shall not remain present when the locker is opened by the locker-hirer. The banks shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time.
- v) Banks shall send an email and SMS alert to the registered email ID and mobile number of the customer before the end of the day as a positive confirmation intimating the date and time of the locker operation and the redressal mechanism available in case of unauthorized locker access.
- vi) The mechanism of the locker provides for its automatic double locking, when it is locked by the visitor. It cannot be reopened unless both of the custodian's and locker holder's keys are applied to it.



- vii) The Lessee shall ensure before leaving the vault that nothing is left out of the Locker and the Locker is properly locked. The Bank shall not be responsible for any loss sustained by the Lessee/authorized person due to Lessee(s)/authorized person leaving any article outside the locker.
- viii) The Lessee shall not be permitted to open the locker with a key other than the one supplied by the bank.
- ix) Lessee(s) in drunken state are not allowed to have an access to the vault nor will they be permitted to operate their lockers.
- x) Lessee is permitted to appoint a person (Authorized person) for operating the locker. However, Authorised person is not allowed to operate the locker after the death of the lessee. Authorisation in favour of minors and blind persons, and by trustees, in favour of 3rd parties is not permitted.
- xi) Locker holders are permitted to add or delete from the list of persons who can operate the locker or have access to their locker.
- xii) On receipt of any order from a competent Court restraining access to individual capacity of any one of the joint Lessees of the locker, the Bank shall have a right to refuse access to each and all of them and also to their authorized persons.
- xiii) 12 operations in a financial year are permitted free of charge and beyond that Service Charges of Rs. 50/- per operation shall be levied /charged.
- xiv) The Bank will give due cognizance to the orders received from a competent Authority having Statutory powers for freezing/unfreezing of locker.

## **17. Settlement of claims of Safe Custody articles / safe deposit lockers in case of death of a customer**

### **17.1. In case of sole depositor**

(a) If the sole depositor nominates an individual to receive the contents in the locker/ safe custody, in case of his death, after verification of the death certificate and satisfying the identity and genuineness of such individual approached, the banks shall give access of the locker to such nominee with liberty to remove the contents of the locker, after an inventory was taken in the prescribed manner.

(b) In case of death of an individual depositor of the safe custody article/ locker hirer (where there is no nomination) such article may be returned to the legal representative of the deceased (or the executor/ administrator if appointed). In such cases, death certificate and proof of legal representation should be obtained.

### **17.2. In case of joint Depositors**

(a) The facility of nomination is not available in case of deposit of article for safe custody with a bank by more than one person.



(b) When one or more of the joint depositors of safe custody articles/ safe deposit lockers die, such article may be returned to the survivor(s) provided there is survivorship mandate. In such cases, except death certificate, no other document need to be obtained.

(c) In case of no survivorship mandate, such articles may be returned to the survivor(s) jointly with the legal heirs of the deceased depositor(s) (or the executor/ administrator if appointed). In such cases, death certificate and proof of legal representation will be obtained.

(d) When both or all the depositor of safe custody article/ safe deposit lockers die, such article may be returned jointly to the legal heirs of all the deceased depositor(s) (or the executor/ administrator if appointed). In such cases, death certificate and proof of legal representation will be obtained.

**Time limit for settlement of claims :** Bank shall settle the claims in respect of deceased locker hirers and shall release contents of the locker to survivor(s) / nominee(s), as the case may be, within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant(s) with reference to nomination, to the bank's satisfaction.

Banks shall report to the Board, at appropriate intervals, on an ongoing basis, the details of the number of claims received pertaining to deceased locker-hirers / depositors of safe custody article accounts and those pending beyond the stipulated period, with reasons therefore. The Board of the banks shall review the settlement of claims and make suggestions to ensure that the claims are settled as early as possible unless there is any litigation pending before the Courts or any difficulty is being faced in identifying the true claimant with reference to nomination.

#### **18. Access to the safe deposit lockers/ return of safe custody articles (with survivor/ nominee clause).**

If the sole locker hirer nominates a person, bank will give to such nominee, access of the locker and liberty to remove the contents of the locker in the event of the death of the sole locker hirer, after an inventory was taken in the prescribed manner.

In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates person(s), in the event of death of any of the locker hirers, the bank will give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s) after an inventory was taken in the prescribed manner.

In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given over to 'either or survivor', 'anyone or survivor' or 'former or survivor' or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the banks shall follow the mandate in the event of the death of one or more of the locker-hirers.

However, bank will take the following precautions before handling over the contents:



(a) Bank will 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.

(b) Bank will make diligent effort to find out if there is any order from Courts/ Forums restraining the bank from giving access to the locker of the deceased and

(c) Bank will make it clear to the survivor(s)/ nominee(s) that access to locker/ safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to him shall not affect the right or claim which any person may have against the survivor(s)/ nominee(s) to whom the access is given.

(d) The banks shall ensure that, the contents of locker, when sought to be removed on behalf of a minor nominee, are handed over to a person who is, in law, competent to receive the articles on behalf of such minor. Further, the banks shall prepare an inventory of the articles in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility or safe deposit of articles and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.

(e) The bank shall obtain a separate statement from the nominee (claimant) or the person competent to receive articles on behalf of the minor, as the case may be, that all the contents in the locker or in the safe custody of the bank, as the case may be, are received and the locker is empty and they have no objection to allotment of the locker to any other customer as per norms.

(f) While giving access to the survivor(s)/ nominee(s) of the deceased locker hirer/ depositor of the safe custody articles, banks may avoid insisting on the production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), unless there is any discrepancy in nomination. In this regard, branches shall take note of instructions under para 18 (a), 18(b) and 18 (c).

Similar procedure will be followed for return of articles placed in the safe custody of the bank. Bank will note that the facility of nomination is not available in case of deposit of safe custody of articles by more than one person.

**a. Access to Lockers/ Safe Custody Article hirer in case Individual / Sole proprietary concern : with nomination**

Deposit Account of	With nomination
A dies	Nominee

**b. Access to Lockers/ Safe custody articles in case of joint depositors : with nomination**

Deposit Account of	With Survivor Clause	Without Survivor Clause
A + B		



A dies	B can operate	B + nominee of A
Both A + B die	Nominees	Nominees

**19. Access to the safe deposit lockers/ return of safe custody articles( without survivor(s) / nominee(s) clause)**

In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, banks shall adopt a Board approved policy to facilitate access to legal heir(s) / legal representative of the deceased locker hirer and shall take note of instructions under para 18 (a), 18(b) and 18 (c).

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

**Access to Lockers/ Safe Custody Article hirer in case Individual / Sole proprietary concern : without nomination**

Deposit Account of	Without nomination
A dies	Legal heirs of A

**Access to Lockers/ Safe custody articles in case of joint depositors : without nomination**

	With Survivor Clause	Without Survivor Clause
<b>A + B</b>		
A dies	B can operate	B + Legal heirs of A
Both A + B die	Legal heirs of A + Legal heirs of B	Legal heirs of A + Legal heirs of B

**Documentation to access the safe deposit lockers/ return of safe custody articles**

The detailed list of documents for the Access to the safe deposit lockers/ return of safe custody articles (without survivor(s) / with survivor (s) / nominee(s) clause) are appended below :

Locker holding	Nomination	Documentation
<b>Single Hirer</b>	With nomination	Set A
	Without nomination	Set B
<b>Joint Hirer (without surviv-</b>	With nomination	Set A



orship)	Without nomination	Set B
Joint Hirer (with survivor-ship)	With nomination	Set A
	Without nomination	Set B

#### Detailed list of documents(Set 'A' & 'B')

Requisite documents with various locker hiring patterns	
Set A	<ul style="list-style-type: none"> <li>• Application for deceased claim by claimant(s)-<b>Annexure I</b>.</li> <li>• Identity and address proof of the claimant(s).</li> <li>• Death Certificate issued by the municipal authorities/Government department. The Branch Manager should verify the death certificate with the original Certificate (if photocopy is retained in records).</li> <li>• Inventory list (<b>Annexure III</b>) with two independent witnesses (preferably known to the claimant or deceased customer e.g. relative, friend etc.).</li> </ul>
Set B	<ul style="list-style-type: none"> <li>• Application for deceased claim by claimant(s). <b>Annexure I</b></li> <li>• Identity and address proof of the claimant(s).</li> <li>• Death Certificate issued by the municipal authorities/ Government department. The Branch Manager should verify the death certificate with the original Certificate (if photocopy is retained in records).</li> <li>• Documentary proof of Legal heirs-(a Legal heir certificate issued by the competent authority/ a probated Will/ Succession Certificate or letter of administration issued by the court of competent jurisdiction in India).</li> <li>• Inventory list(<b>Annexure IV</b>)with two independent witnesses (preferably known to the claimant or deceased customer e.g. relative, friend etc.).</li> <li>• Letter of indemnity(<b>Annexure II</b>)-.</li> </ul>

Bank will follow the provisions of Section 45 ZC to 45 ZF of the BR Act,1949 (AACS) and the co-operative bank (Nomination) Rules,1985 and the relevant provisions of Indian Contract Act and Indian Succession Act .

**Bank will prepare an inventory before returning articles left in safe custody / before permitting removal of the contents of a safe deposit locker as advised in terms of Notification UBD.BR.764/B.1-84/85 dated March 29,1985. The inventory shall be in the appropriate Forms set out as enclosed to the above Notification or as near thereto as circumstances require. A copy of the above Notification is shown as Annex VII of this circular.**

Further in case the survivor(s) / nominee(s)/ legal hirer (s) wishes to continue with the locker, bank may enter into a fresh contract with survivor(s) / nominee(s)/ legal hirer (s) and also adhere to KYC norms in respect of the nominee(s)/ legal hirer (s). Bank is not required to 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 the safe custody articles.

Where an inventory is required to be taken in terms of a Court order, it will be done in the presence of (i) the Court's representative, (ii) the claimant/s to the contents of the locker held by the deceased hirer, (iii) the valuer and (iv) two officers of the branch. The inventory shall enumerate the contents of locker and it shall be signed by those in whose presence the locker has been opened. The valuer's assessment of the value of each item of the inventory shall be recorded in triplicate, one copy to the Court, the second to the claimant and the third to be retained at branch for record purpose.

In case the nominee/legal heir(s)/survivor(s) is/are not in possession of the key, the nominee/ legal heir(s)/survivor(s) shall give a letter to that effect and request the Bank to arrange for breaking open the locker. The locker would be broken in the presence of the nominee/legal heir(s)/survivor(s) and two witnesses who are well known and acceptable to the Bank.

Details of the closure of locker relationship shall be recorded in locker management software.

## **20. Benefits of nomination/ survivorship clause**

Bank will give wide publicity and provide guidance to locker-hirers / depositors of safe custody articles on the benefits of the nomination facility and the survivorship clause. Illustratively, it will be highlighted in the publicity material that in the event of the death of one of the joint account holders, the right to the contents of the locker or the articles under safe custody does not automatically devolve on the surviving joint deposit account holder, unless there is a survivorship clause.

Bank will place on its website the instructions along with the policies/ procedures put in place for giving access of the locker/ safe custody articles to the nominee (s) survivor (s)/ legal heir (s) of the deceased locker hirer/ depositor of the safe custody articles. Further, a printed copy of the same will also be given to the nominee (s)/ Survivor (s)/ legal heir (s) whenever a claim is received from them.

Identification code of the bank/ branch will be embossed on all the locker keys with a view to facilitate Authorities in identifying the ownership of the locker keys.

## **21. Procedure to be followed while allotting and operating the lockers :**

- (a) This includes maintenance of a locker register and locker key register.
- (b) The locker register shall be consistently updated in case of any change in allotment.
- (c) The bank shall notify the original locker holder prior to any changes in the allotment of the locker, and give them reasonable opportunity to withdraw the articles deposited by them if they so wish.



- (d) The custodian of the bank shall additionally maintain a record of access to the lockers, containing details of all the parties who have accessed the lockers and the date and time on which they were opened and closed.
- (e) The bank employees are also obligated to check whether the lockers are properly closed on a regular basis. If the same is not done, the locker must be immediately closed and the locker holder shall be promptly intimated so that they may verify any resulting discrepancy in the contents of the locker.
- (f) The concerned staff shall also check that the keys to the locker are in proper condition.
- (g) The customer's personal data, including their biometric data, cannot be shared with third parties without their consent. The relevant rules under the Information Technology Act, 2000 will be applicable in this regard.
- (h) The bank has the power to break open the locker only in accordance with the relevant laws and RBI regulations, if any. Breaking open of the locker in a manner other than that prescribed under law is an illegal act which amounts to gross deficiency of service on the part of the bank as a service provider.
- (i) Due notice in writing shall be given to the locker holder at a reasonable time prior to the breaking open of the locker. Moreover, the locker shall be broken open only in the presence of authorized officials and an independent witness after giving due notice to the locker holder. The bank must prepare a detailed inventory of any articles found inside the locker, after the locker is opened, and make a separate entry in the locker register, before returning them to the locker holder. The locker holder's signature should be obtained upon the receipt of such inventory so as to avoid any dispute in the future.
- (j) The bank must undertake proper verification procedures to ensure that no unauthorized party gains access to the locker. In case the locker remains inoperative for a long period of time, and the locker holder cannot be located, the banks shall transfer the contents of the locker to their nominees/legal heirs or dispose of the articles in a transparent manner, in accordance with the directions issued by the RBI in this regard.
- (k) The bank shall also take necessary steps to ensure that the space in which the locker facility is located is adequately guarded at all times.
- (l) A copy of the locker hiring agreement, containing the relevant terms and conditions, shall be given to the customer at the time of allotment of the locker so that they are intimated of their rights and responsibilities.
- (m) The bank cannot contract out of the minimum standard of care with respect to maintaining the safety of the lockers as outlined.

## **22. Compensation Policy / Liability for Banks**

### **Liability of banks**

The bank shall put in place a detailed Board approved policy outlining the responsibility owed by them for any loss or damage to the contents of the lockers due to their negligence



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

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

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

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

It is the responsibility of banks to take all steps for the safety and security of the premises in which the safe deposit vaults are housed. It has the responsibility to ensure that incidents like fire, theft/ burglary/ robbery, dacoity, building collapse do not occur in the bank's premises due to its own shortcomings, negligence and by any act of omission/commission. As banks cannot claim that they bear no liability towards their customers for loss of contents of the locker, in instances where loss of contents of locker are due to incidents mentioned above or attributable to fraud committed by its employee(s), the bank's liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

### **23. Risk Management, Transparency and Customer Guidance**

#### **23.1 Branch Insurance Policy**

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

#### **23.2 Insurance of locker contents by the customer**

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

#### **23.3 Customer guidance and publicity**



23.3.1 The banks shall display the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on various aspects on their websites and/or at branches (if official website is not available) where locker facility is being provided by them for public viewing. The banks shall ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.

23.3.2 Banks shall display updated information on all kinds of charges for safe deposit lockers and safe custody articles on their websites.

23.3.3 Banks shall place on their websites, the instructions together with the policies / procedures put in place for giving access of the locker/safe custody article to the nominee(s) / survivor(s) / legal heir(s) of the deceased locker hirer/safe custody article. Further, a printed copy of the same shall also be given to the nominee(s) / survivor(s) / legal heir(s).

#### **23.4 Board approved policies and SOPs**

Banks shall put in place a comprehensive revised Board approved policy and SOPs on safe deposit locker facility/safe custody article as per the revised instructions mentioned herein.

#### **24. Disclaimer by the Bank :**

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

#### **25. Right to amendments and addition :**

The bank reserve the right to alter or add to these rules and such alteration and additions shall be binding on the hirer and made known to the hirers through Bank website.

If any amendment is required in the Locker Policy keeping in view the Regulatory directions, practical aspects/ feedback from branches, Managing Director of the KCCB is authorised to circulate the necessary directions as deemed fit and that shall form the part of this policy.

Any ambiguity in interpretation of terms of locker policy, the terms clarified in the RBI circular shall prevail.

**Depositor as well as locker hirer has same meaning.**



Application No. \_\_\_\_\_

**APPLICATION FOR HIRING THE LOCKER**

Date .....

The Branch Manager,  
The Kangra central Cooperative Bank Ltd.  
Branch Office .....

Dear Sir,

Kindly allot me/us a locker Class..... in your locker Cabinet for the period of.....months in my/ our names at a rental of Rs..... per.....

I /We have read the rules concerning lockers printed at the under taking thereon and undertake to abide by them.

I/we also agree to your notice a lien of Rs.....on account of security deposit of the locker against my/ our Current account/ Saving Bank account/ Term Deposit A/C No.....with you.

**Access to the locker shall singly/jointly by either or survivor.**

Mr./Mrs .....a specimen of whose signature is appended is authorized to operate the locker on my/our behalf.

Please debit my/our Current Account/ Saving Account Quarterly/ Half yearly/ Yearly with the hire charges of the locker until vacated by me/us.

1.

Yours faithfully,

2.

3.

Signature

Address

Specimen Signature of authorised agent

**Introduced by :-**

Date:

Signature

Address

.....  
**Manager's Order**

Alloted Locker No. .... Key No. .... to CIF No. ....

**Manager**

.....  
I/We hereby acknowledge the receipt of Bank's Locker No. .... Key No. ....  
the Password of the Locker will be .....

**Date :**

**Signature of hirer**

**The Kangra Central Co-operative Bank Ltd H.O. Dharamshala**

**Branch Office.....**

**CIF No.....**

**SIGNATURE CARD**

Full Name.....

S/O Sh.....

Address.....

.....

Occupation.....

Locker No..... Safe No..... Keys No.....

Password.....Class.....

Special Instructions.....

with initial.....

Specimen Signature

.....

.....

.....

Signature of the Custodian

**The Kangra Central Co-operative Bank Ltd. Head Office Dharamshala**

**Branch Office.....**

**Date .....**

**PRIVATE AND CONFIDENTIAL**

Received from The Kangra Central Co-operative Bank Ltd. Head Office Dharamshala, Branch Office ..... a receipt for safe No. .... in their safe deposit vault together with the keys thereof which safe is released by the under signed ,subject to the rules and regulation of the said bank, as receipt in memorandum of lifting and to all of which rules and regulation hereby expressly agree .

My password is .....

**Signature of the Renter(s)/ Lessee**

.....

**The Kangra Central Co-operative Bank Ltd. Head Office Dharamshala**

**Branch Office.....**

**Date .....**

**Release**

Contents of locker No.....Safe No.....in the vault of the Kangra Central Cooperative Bank Ltd. Dharamsala BO..... being removed the said safe with key No.....is hereby surrendered. All liabilities of the said Bank under lease of the said safe is hereby released by me on the day of .....

**Signature of the Renter(s)/ Lessee**

**Agreement for hiring safe deposit lockers**

(To be stamped as an agreement  
on stamp paper for Rs. 50/- and  
not to be attested)

**THE KANGRA CENTRAL CO-OPERATIVE BANK LTD.,  
(HEAD OFFICE : DHARAMSHALA )**

No.....

Date .....

The Kangra Central Co-operative Bank Ltd., (hereinafter called the bank) agrees to let on hire and .....(herein after called the hirer) agrees to take on hire subject to the conditions endorsed here on the bank's locker No..... class .....for..... months from this date on a rental of Rs..... for the said period of which sum receipt is hereby acknowledged by the bank. Unless and until determined in accordance with the conditions endorsed here on 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 ensuing period.

Access to the said locker shall during the joint lives of the hirers or the survivor/s of them be had by the hirers or the survivor/s of them jointly until the bank receives a notice to the any (for joint hirers only. Strike out where not applicable) ..... of the hirers contrary from either/any one of the hirers, in which event access shall be had by the hirers or the survivor/s of them jointly. On the death of all the hirers save one, all the rights of the hirers here under shall vest in such survivor and upon his death shall vest in his legal representative.

**FOR THE KANGRA CENTRAL CO-OPERATIVE BANK LTD.**

MANAGER  
.....  
.....  
.....

(hirer/s)

P.T.O

## **CONDITIONS**

1. The safe deposit vault will remain open from 10.00 A.M. To 04.00 P.M. Daily, except 2<sup>nd</sup> and 4<sup>th</sup> Saturdays, Sundays and holidays.
2. All rentals are payable strictly in advance and bank reserve the right of refusing access to the locker in the event of the rent not being paid when due whether the same has been demanded or not.
3. The hirer shall have no right of property in the locker but only an exclusive right of use thereof and access there to during the period of this agreement and in accordance there with. The hirer shall not assign or sublet. The locker or any part of it is not permitted to be used for any purpose other than for the deposit of documents, jewellery or other valuable nor shall the hirers use the locker for the deposit of any property of an explosive or destructive nature.
4. All property is received and held by the safe deposit department of the bank subject to a general lien for all moneys due from the hirer with power to sell such property or part thereof in satisfaction of moneys due but not paid.
5. Either party may terminate the agreement on giving to the other party seven days previous notice in writing prior to the date on which agreed period of hire terminates. The keys of the locker shall in such case be delivered by the hirer to bank not later than noon on the day of the termination of the hiring.
6. If no notice as aforesaid shall have been given, the hiring of the locker shall be considered renewed after the date of termination. But this condition is without prejudice to right of the bank occurred in the mean time.
7. Without prejudice to any other remedies which the bank may have against the hirer, all right to the use of locker shall at the option of the bank be forfeited upon non-payment of the rental whether the same may have been demanded or not or upon breach of any of the conditions hereof by the hirer the bank shall be at liberty to break open the locker and either to forward (by parcel post or other reasonable means at the hirer's risk) the content of the locker to the hirer at his registered address or may retain and keep the said contents in such other locker or place as it may think fit, at a rental or double the amount of the rental hereby agreed to be charged.
8. If the key or the keys of the locker be lost by the hirer, the bank should be informed without delay. All charges of opening the locker, replacing the lost key or the keys and for changing the lock shall be payable by the hirer.
9. All repairs required to be done to the locker, lock or keys shall be done exclusively by workman appointed by the bank.
10. The bank should be notified of any change of address of the hirer and any notice or communication sent by post to the registered address of hirer shall be considered to have been duly served.
11. For reason of grave or urgent necessity the bank reserves the right of closing the safe deposit for such period as it may consider necessary. The bank also reserves the right of making changes in the opening and closing hours of the safe deposit vault without any previous intimation.

12. Hirers are wanted to keep the keys of their lockers in a place of safety, not to divulge the number of their lockers and not to deliver their keys to any person other than their duly authorized agent.

13. It is hereby agreed that relation of the bank and hirer in this connection is that of Lessor and Lessee and not that of a banker and customer.

14. The bank will grant access to the hirer or to be duly appointed agent/deputy of the hirers provided the authority in favour of such agent/deputy is duly advised to bank in writing.

15. The hirer agrees to indemnify and hold the bank harmless from any agents and all claims and demands made against the bank by reason of any agent/deputy appointed by the hirer and the bank shall not incur any liability by virtue of their permitting such agent/deputy access to the locker.

16. Neither the bank nor any officer or employee thereof in his private or official capacity shall be authorized to act as deputy/agent for the hirer/s in respect of any matter or thing connected with the locker.

17. The bank reserves to itself the right to call upon on hirer to withdraw the articles from the safe deposit locker and in the event of the hirer's failure to do so, the bank is absolved from all responsibilities in respect of the articles.

18. The hirer hereby agrees to abide by such rules and regulations as the bank may from time to time adopt.

19. Banks 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.

20. If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be.

Before breaking open the locker, the Bank shall contact the hirer telephonically/ through email/ SMS to operate the locker or surrender it and if with in a week he/she does not respond then notice will be issued. In case the hirer does not respond with in the time given in the notices/ letter is returned undelivered or the locker-hirer is not traceable, the bank shall issue public notice in two newspaper dailies (one in English and another in local language) giving reasonable time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond. Bank shall consider to break open the locker in case hirer does not respond after giving him due notice and shall also record a video of the break-open process and the inventory assessment.

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

22. The bank reserve the right to alter or add to these rules and such alteration and additions shall be binding on the hirer and made known to the hirers through Bank website.

23. The locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the bank suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the bank shall have the right to take appropriate action against such customer as

it deems fit and proper in the circumstances.

24. Bank do not keep a record of the contents of the locker or of any articles removed there from or placed therein by the customer, they would not be under any liability to insure the contents of the locker against any risk whatsoever.

Banks shall under no circumstances offer, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.

**(Signature of the hirer/s)**



**The Kangra Central Co-op. Bank Ltd.,**  
**Head Office : Dharamshala 176215, Distt. Kangra (HP)**

**Nomination Form SL1**

**Nomination under Section 45ZE of the Banking Regulation Act, 1949 and Rule 4(1) of the Banking Companies (Nomination) Rules, 1985, by sole hirer in respect of safety locker.**

I,.....(name and address) .....

...  
nominate the following person to whom, in the event of my / minor's death, The Kangra Central Co-operative Bank Ltd., Branch Office..... may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below :

Locker			Nominee			
Nature of	Distinguishing mark or No.	Additional details if any	Name	Address	Relationship with hirers, if any	Age

Place :

Date :

\*Signature/ Thumb impression of

hirer

Name (s), Signature(s) and address(es) of witness(es) @

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

@ Thumb impression shall be attested by two witnesses.

...  
**For office use only**

Nomination Serial No.....

Date .....

Signature(s) of Bank officials

.....  
**.....Acknowledgement**

Name	Customer ID
------	-------------

Received Nomination Form SLI for A/c No.

Signature & Date Receipt Stamp



**Nomination under Section 45ZE of the Banking Regulation Act, 1949 and Rule 4(2) of the Banking Companies (Nomination) Rules, 1985, by joint hirers in respect of safety locker.**

(name and addresses) ... ..

Locker			Nominee			
Nature of	Distinguishing mark or No.	Additional details if any	Name	Address	Relationship with hirers, if any	Age

\*Signature/ Thumb impression of

(@) Thump impression shall be attested by two witnesses.

Signature(s) of Bank officials

Name	Customer ID
------	-------------

Signature & Date Receipt Stamp



**The Kangra Central Co-op. Bank Ltd.,**  
**Head Office : Dharamshala 176215, Distt. Kangra (HP)**

**Nomination Cancellation FORM SL 2**

**Cancellation of nomination under Section 45 ZE and 52 of the Banking Regulation Act, 1949 and Rule 4(5) of the Banking Companies (Nomination) Rules, 1985 in respect of Safety Locker.**

I/ We ..... (name(s) and  
address(es) .....

.....

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

.....  
..... in respect of the safety locker, the particulars whereof are given below.

Locker			Nominee			
Nature of	Distinguishing mark or No.	Additional details if any	Name	Address	Relationship with hirers, if any	Age

Place :

Date :

\*Signature/ Thumb impression of

hirers

Name (s), Signature(s) and address(es) of witness(es) @

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

@ Thumb impression shall be attested by two witnesses.

.....

.....**For office use only**

Nomination Serial No.....

Date .....

Signature(s) of Bank officials

.....

...**Acknowledgement**

Name	Customer ID
------	-------------

Received Nomination Form SL2 for A/c No.

Signature & Date Receipt Stamp



**The Kangra Central Co-op. Bank Ltd.,**  
**Head Office : Dharamshala 176215, Distt. Kangra (HP)**

**Nomination Variation Form SL 3**

**Variation of nomination under Sections 45 ZE and 52 of the Banking Regulation Act, 1949 and Rule 4(6) of the Banking Companies (Nomination) Rules, 1985 by sole hirer in respect of safety locker**

I, (name and address) .....  
.....  
..  
cancel the nomination made by me in favour of (name and address). .....  
.....  
..... and hereby nominate the following person to whom in the event of my/minor's death, The Kangra Central Co-operative Bank Limited Branch Office .....  
..... may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below:

Locker			Nominee			
Nature of	Distinguishing mark or No.	Additional details if any	Name	Address	Relationship with hirers, if any	Age

Place :

Date :

\*Signature/ Thumb impression of hirers

Name (s), Signature(s) and address(es) of witness(es) @

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

@ Thumb impression shall be attested by two witnesses.

.....

...

**For office use only**

Nomination Serial No.....

Date .....

Signature(s) of Bank officials

.....

**.....Acknowledgement**

Name	Customer ID
------	-------------

Received Nomination Form SL3 for A/c No.

Signature & Date Receipt Stamp



**The Kangra Central Co-op. Bank Ltd.,**  
**Head Office : Dharamshala 176215, Distt. Kangra (HP)**

**Nomination Variation Form SL 3A**  
**(By Joint Hirer of Safety Locker)**

**Variation of nomination under Sections 45 ZE and 52 of the Banking Regulation Act, 1949 and Rule 4(7) of the Banking Companies (Nomination) Rules, 1985 by joint hirers in respect of safety locker**

We (name and addresses) .....

.....

cancel the nomination made by us in favour of (name and addresses). ....

.....

.....and hereby nominate the following person to whom in the event of death of one or more of us, The Kangra Central Co-operative Bank Limited Branch Office .....

..... may give access to the locker and liberty to remove the contents of the locker, particulars

whereof are given below, jointly with survivor or survivors of us.

Locker			Nominee			
Nature of	Distinguishing mark or No.	Additional details if any	Name	Address	Relationship with hirers, if any	Age

Place :

Date :

\*Signature/ Thump impression of hirers

Name (s), Signature(s) and address(es) of witness(es) @

@ Thump impression shall be attested by two witnesses.

.....

**For office use only**

Nomination Serial No.....

Date .....

Signature(s) of Bank officials

.....

**Acknowledgement**

Name	Customer ID
------	-------------

Received Nomination Form SL3A for A/c No.

Signature & Date Receipt Stamp



**The Kangra Central Co-op. Bank Ltd.,  
Head Office : Dharamshala 176215, Distt. Kangra (HP)**

**Nomination Form SC1**

**Nomination under Section 45ZC of the Banking Regulation Act, 1949 and Rule 3(1) of the Banking Companies (Nomination) Rules, 1985 in respect of articles left in safe custody with banking company**

I,.....(name and address) .....

..  
nominate the following person to whom, in the event of my / minor's death, the articles left in safe custody, particulars whereof are given below, may be returned by the The Kangra Central Co-operative Bank Ltd., Branch Office.....

Article			Nominee				
Nature of Article	Distinguishing mark or No.	Additional details if any	Name	Address	Relationship with hirers, if any	Age	If nominee is a minor, date of birth

**\*\* As the nominee is minor on this date, I appoint Sh. / Smt. Kumari**

.....  
(name, address and age)

..... to receive the said articles on behalf of the nominee, in the event of my/ minor's death during the minority of the nominee.

Place :

Date :

**\*Signature/ Thumb impression of depositor**

Name (s), Signature(s) and address(es) of witness(es) @

**\*Where the articles are left in safe custody in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor.**

**@ Thumb impression shall be attested by two witnesses.**

**For office use only**

Nomination Serial No.....

Date .....

Signature(s) of Bank officials

**.....Acknowledgement**

Name	Customer ID
------	-------------

Received Nomination Form SCI for A/c No.

Signature & Date Receipt Stamp



**The Kangra Central Co-op. Bank Ltd.,**  
**Head Office : Dharamshala 176215, Distt. Kangra (HP)**

**Nomination Cancellation FORM SC 2**

**Cancellation of nomination under Section 45 ZC of the Banking Regulation Act, 1949 and Rule 3(4) of the Banking Companies (Nomination) Rules, 1985 in respect of articles left in safe custody with banking company**

I/ We ..... (name(s) and  
address(es) .....

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

.....in respect of (give detail of articles)

.....left  
by me in safe custody with The Kangra Central Co-operative Bank Ltd. Branch  
Office.....

Place :

Date :

\*Signature/ Thumb impression of depositors

Name (s), Signature(s) and address(es) of witness(es) @

\*Where the articles are left in safe custody in the name of a minor, the nomination should be  
signed

by a person lawfully entitled to act on behalf of the minor.

@ Thumb impression shall be attested by two witnesses.

...  
**For office use only**

Nomination Serial No.....

Date .....

Signature(s) of Bank officials

.....  
**.....Acknowledgement**

Name	Customer ID
------	-------------

Received Nomination Form SC2 for A/c No.

Signature & Date Receipt Stamp



**The Kangra Central Co-op. Bank Ltd.,**  
**Head Office : Dharamshala 176215, Distt. Kangra (HP)**

**Nomination Variation Form SC 3**

**Variation of nomination under Sections 45 ZC of the Banking Regulation Act, 1949 and Rule 3(5) of the Banking Companies (Nomination) Rules, 1985 in respect of articles left in safe custody with banking company**

I, (name and address) .....  
.....  
cancel the nomination made by me in favour of (name and address). ....  
.....  
..... and hereby nominate the following person to whom in the event of my/minor's death, the articles left in safe custody, particulars whereof are given below, may be returned by the The Kangra Central Co-operative Bank Ltd., Branch Office.....

Article			Nominee				
Nature of Article	Distinguishing mark or No.	Additional details if any	Name	Address	Relationship with hirers, if any	Age	If nominee is a minor, date of birth

\*\* As the nominee is minor on this date, I appoint Sh./Smt. Kum  
.....  
(name, address and age)  
.....  
..... to receive the said articles on  
behalf of the nominee, in the event of my/ minor's death during the minority of nominee.

Place :

Date :

\*Signature/ Thumb impression of depositor

Name (s), Signature(s) and address(es) of witness(es) @

\*Where articles are left in safe custody in the name of a minor, the variation of nomination should  
be signed by a person lawfully entitled to act on behalf of the minor.  
@ Thumb impression shall be attested by two witnesses.

**For office use only**

Nomination Serial No.....

Date .....

Signature(s) of Bank officials

**.....Acknowledgement**

Name	Customer ID
------	-------------

Received Nomination Form SC3 for A/c No.

Signature & Date Receipt

Stamp

## TESTAMENTARY SUCCESSION DECLARATION FORM

I/we, (1) \_\_\_\_\_, S/o. \_\_\_\_\_, aged \_\_\_\_\_ years,  
residing at \_\_\_\_\_ (2)  
\_\_\_\_\_, S/o. \_\_\_\_\_, aged \_\_\_\_\_ years, residing  
at \_\_\_\_\_ (3) \_\_\_\_\_,  
S/o. \_\_\_\_\_, aged \_\_\_\_\_ years, residing at  
\_\_\_\_\_

(legal heirs of late \_\_\_\_\_) do hereby declare and state as follows:-

Sri/Smt. \_\_\_\_\_ who had executed a Will dated \_\_\_\_\_ died  
on \_\_\_\_\_. We hereby declare that as per the Will the said  
\_\_\_\_\_ has bequeathed his/her bank deposits/gold pledged with the  
Bank/articles kept in safe deposit lockers/safe custody in favour of  
Shri/Smt. \_\_\_\_\_. We further confirm that the Will dated  
\_\_\_\_\_ is the last Will executed by the deceased and that no other Will or Codicil or any  
other documents has been executed by the deceased account holder/depositor in the matter of his  
assets in the form of Bank Deposits/accounts/assets lying with the Bank to his/her credit.

We further declare that the above information is true and we know that we may be liable in damages  
to the Bank in case it turns out that the information given by us as stated above is incorrect or false  
or both. We are further aware that on account of the Bank relying or depending on the information  
furnished above, if the Bank is making any payment/release assets, we are liable to reimburse on  
demand all amounts so paid and also all costs, charges, expenses, claims etc. incurred by the Bank.  
The liability if any arising on account of our giving this letter shall also be binding on our legal  
heirs, executors, administrators and assigns.

Signature

Place:

Date :

(through registered post)

**Specimen**  
**(60 days notice)**

To  
(Name)

(Address)

Subject : Your locker No. \_\_\_\_\_, hired on \_\_\_\_\_ (Date) Non operation/ Non payment of rent thereof.

Dear Sir/Madam,

You have hired locker No. \_\_\_\_\_ in our Branch which as per our attendance records has not been operated since \_\_\_\_\_ or rent has not been paid by the customer for three years in a row. As per clause No. \_\_\_\_\_ of the agreement executed by you for hiring the safe Deposit lockers in our Branch, non operation of the locker/ non payment of rent is violation of the above clause of the agreement. Such conditions have been incorporated as per the directions of the regulators of the Bank.

You are, therefore, requested to operate the locker with in two months or surrender the same otherwise the Bank shall cancel the allotment, break/ open the locker and the contents found in the locker shall be retained by the Bank in safe custody in the Locker and shall recover the expenses from you.

Thanking you,

Yours faithfully,

Branch Manager

(through registered post)

**Specimen**

**( 30 days-Reminder notice)**

To  
(Name)

(Address)

Subject : Your locker no. \_\_\_\_\_, hired on \_\_\_\_\_ (Date)---Reminder.

Dear Sir/Madam,

Please refer to our letter no. \_\_\_\_\_ dated \_\_\_\_\_ requesting you to either operate the locker or surrender the same which seems to have escaped your attention. You are once again requested to operate the locker hired by you with in 30 days. We may invite your attention to clause no. \_\_\_\_\_ of the terms and conditions of the agreement in this respect.

Please note that this is the final reminder to you and in case you do not operate the locker with in the time granted to you, the Bank shall break open the locker and the contents found in the locker shall be retained by the Bank in safe custody in the Locker and shall recover the expenses from you along with rent.

Thanking you,

Yours faithfully,

Branch Manager

**SPECIMEN OF THE 'REPORT OF THE LOCKER BROKEN OPEN**

Locker number \_\_\_\_\_ relating to the hirer Sh./Smt \_\_\_\_\_ was broken open  
this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of Branch Manager Sh. \_\_\_\_\_  
of The Kangra Central Coop Bank Ltd B.O. \_\_\_\_\_, Sh. \_\_\_\_\_ Assistant  
General Manager Zonal Office \_\_\_\_\_, Sh. \_\_\_\_\_  
S/o Sh. \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ having Account No. \_\_\_\_\_ and Sh. \_\_\_\_\_  
S/o Sh. \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ having Account No. \_\_\_\_\_.

(1) There were no contents found in the locker (Tick whichever is applicable)

(2) Following contents as per the inventory prepared were found in the Locker:

- (i) \_\_\_\_\_
- (ii) \_\_\_\_\_
- (iii) \_\_\_\_\_

Signatures of the Branch Manager with stamp \_\_\_\_\_

Signatures of the Assistant General Manager with stamp \_\_\_\_\_

Signatures of the customer mentioned above \_\_\_\_\_

Signatures of the customer mentioned above \_\_\_\_\_

## Annexure I-Application Form

From

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---

---

To,

The Branch Manager,  
The Kangra Central Cooperative Bank Ltd.  
Branch Office \_\_\_\_\_

Dear Sir,

**Subject : Deceased Locker.**

**Late Shri / Smt.** \_\_\_\_\_

**Locker No(s).** \_\_\_\_\_

I / We advise the demise of Shri / Smt. \_\_\_\_\_ on \_\_\_\_\_. He / She holds the above Locker(s) at your branch. The Locker(s) is / are in the name of: \_\_\_\_\_

I / We lodge my / our claim for the articles within the locker of the above named deceased who died intestate. I / we am / are the legal heir(s)/nominee/joint holder of the above named deceased and lodge my / our claim as per the bank's rules and discretion. The relevant information about the deceased and the legal heirs are as under.

1. Names in full of the parents of the deceased:

Father: \_\_\_\_\_

Mother: \_\_\_\_\_

2. Religion of the deceased: \_\_\_\_\_

3. Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand Children. If Hindu Joint Family, the name and address of the Karta and Coparceners with their respective ages.

Sr. No.	Full Name	Age	Occupation	Address	Relationship with Deceased
1					
2					
3					
4					
5					

4. Claimant/s name/s and address in full

(i) \_\_\_\_\_

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

(iii) \_\_\_\_\_

I / we submit the following documents. Please return the original death certificates to us after verification:

1. Death Certificate(Original +1 photocopy) issued by \_\_\_\_\_

2. Letter of Indemnity.

3. Other documents as desired by the Branch Manager:

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

I / We request you to submit the articles belonging to the above named deceased to  
\_\_\_\_\_ on my/our behalf.

I/We hereby solemnly affirm that there is no order from competent Court restraining payment to claimant and the above statements are true and correct to the best of my/our knowledge and belief.

Yours faithfully,

Place:

Date:

Signature of claimant(s)

Full Name	Signatures

## Annexure II - Affidavit cum Indemnity Letter

(To be stamped with the duty payable for affidavit & Indemnity bond)

### In respect of contents of safe deposit locker of deceased person;

I/We Mr/Ms/Miss

(name/names of the claimants),

(S/o, W/o, D/o), \_\_\_\_\_ aged, \_\_\_\_\_

Address, \_\_\_\_\_  
\_\_\_\_\_

do hereby solemnly affirm and state as follows:

1. I/We am/are the legal heirs of Mr/Ms/Miss (name of deceased Locker holder) and the deceased is my/our (father/mother/wife/husband/son/daughter etc.)
2. I/We further state that I/We the following legal heirs are the only legal heirs entitled to claim the balance deposit/amount /jewels/ ornaments and other valuables the contents held in the locker/safe custody:-

No.	Name	Age	Relationship to the deceased

3. I/We further state that the deceased was holding an Locker (hereinafter referred to as “the Locker”) (specify the Locker details) \_\_\_\_\_ in \_\_\_\_\_ branch of The Kangra Central Cooperative Bank Ltd. (herein after referred to as “the Bank”).
4. I/We affirm that I/We am/are the sole legal heirs of the deceases who are entitled to receive belongings to the deceased.
5. I/We have requested the bank to hand-over contents of the safe deposit locker to Shri/ Smt. \_\_\_\_\_ being one of the legal heirs for and on behalf of all the legal heirs.
6. I/We are aware that the Bank has agreed to settle our claims relying on this affidavit and I/We agree to indemnify the bank in respect of such payment or delivery of the contents of items in safe deposit locker or held in safe custody against any claim made by any person for the amount standing to the credit of Locker of the deceased.
7. I/We for ourselves and my/our respective heirs, executors and administrators jointly and severally agree, affirm and undertake that the bank, its successors and assigns and its

managers, agents, officers and servants and their respective estates and effects are and shall from time to time and at all times hereafter be kept safe and saved harmless and indemnified for and in respect of such payment and against all actions, losses, cost, charges, expenses and demands whatsoever in respect of the said payment or delivery of the contents of items in safe deposit locker or held in safe custody.

All the averments made herein before are true and correct and I/We put my/our signature/mark on this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ in the presence of \_\_\_\_\_.

**(claimants)**

**Signatures(s) of deponents.**

**Signature of Witness**

**Affidavit to be attested by Notary Public.**

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

The following inventory of contents of Safety Locker No. \_\_\_\_\_ located in \_\_\_\_\_ Branch at \_\_\_\_\_.

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

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

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

(iii) \_\_\_\_\_

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

•By breaking open the locker under his/her/their instructions. OR

•Who produced the key to the locker. ( Delete whichever is not applicable)

The above inventory was taken in the presence of:

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

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

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

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

and

Shri/ Smt. \_\_\_\_\_ Survivors of joint hirers

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

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

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

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

(a) \_\_\_\_\_

(b) \_\_\_\_\_

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

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

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

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

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

Shri/Smt. \_\_\_\_\_ (Survivor)

Signature \_\_\_\_\_

Date & place \_\_\_\_\_

NOTE:

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

**Annexure IV -Form of Inventory of Contents of Safety Locker Hired from Banking Company  
(To be used where there is no nomination or survivorship clause)**

The following inventory of contents of Safety Locker No. \_\_\_\_\_ located at \_\_\_\_\_ Branch at \_\_\_\_\_.

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

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

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

(iii) \_\_\_\_\_

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

For the purpose of inventory, access to the locker was given to the legal heir(s)/a person mandated by the legal heir(s) and surviving hirers

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

The above inventory was taken in the presence of:

Legal heirs of deceased joint hirer(s)/person mandated by legal heirs

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

Address: \_\_\_\_\_

Shri/Smt. \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

And

Shri/Smt. \_\_\_\_\_  
Survivors of Joint hirers (Signature)

Address

Shri/Smt. \_\_\_\_\_  
(Signature)

Address. \_\_\_\_\_

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

Shri/Smt. \_\_\_\_\_  
(Signature)

Address

Shri/Smt. \_\_\_\_\_  
(Signature) Address

\_\_\_\_\_

**Annexure V - ACKNOWLEDGEMENT (for Annexure III & IV)**

I, Shri/Smt. \_\_\_\_\_ legal heir/mandate holder \* We,  
Shri/Smt. \_\_\_\_\_

\_\_\_\_\_ legal heirs and

Shri/Smt \_\_\_\_\_  
\_\_\_\_\_ surviving hirers hereby acknowledge the receipt of the contents of the safety locker  
comprised in ad set out in the above inventory together with a copy of the said inventory.

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

(Legal Heir/Mandate Holder)

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

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

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

Date & Place \_\_\_\_\_

(\* Delete whichever is not applicable)

## **Annexure VI - Mandate Letter – Locker accessed by non Hirer**

For authorising a person other than the Hirer to remove contents for Deceased Claim process

Date:

Locker No:

Branch:

Locker Holder Name (s):

I/We hereby request you approve locker operations/ closure of the locker by below mentioned person, reason for the same being\_\_\_\_\_

**Name of Person (non hirer):**

**Address:**

**Tel No:**

**Mobile No:**

**E mail id:**

**ID proof provided:**

1. I/We hereby state that due to the above mentioned reason, I/we need help from  
Mr/Miss\_\_\_\_\_ to -

a) Operate the said Locker / Close the said Locker & remove/collect contents for Deceased claim

b) Withdraw articles from the said Locker

2. The specimen signature of who has been authorised to operate upon the account is given below. The signature has been duly attested and verified by me/us.

3. I/We agree to abide by the existing the terms and conditions regarding the Locker operations / closure of the said locker at The Kangra Central Cooperative Bank Ltd.

4. I /We hereby undertake that I/we have made known to the person accompanying of specific uses of the Locker as per the said Regulations and guidelines.

5. I/We hereby undertake to indemnify The Kangra Central Cooperative Bank Ltd. against any loss, damage, claim, action, proceedings, cost , charges and expenses that may be suffered or incurred by The Kangra Central Cooperative Bank Ltd. on account for any activity undertaken by the accompanying person by the use of the said Locker.

**Signature of Person authorized by Legal Hirer**

**Signature of Legal Hirer before me**

**Notary**

## Annexure VII

### Form of Inventory of articles left in safe custody with The Kangra Central Co-operative Bank (Section 45ZC (3) of the Banking Regulation Act, 1949)

The following inventory of articles left in safe custody with

\_\_\_\_\_ branch, 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) OR

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

(Appointed on behalf of minor Nominee)

Address \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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.

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

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

Shri/Smt. \_\_\_\_\_ (Appointed on behalf of minor Nominee)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

(\* Delete whichever is not applicable)