

## **SOP for Locker Operations**

Renting of safe deposit locker is a facility extended to the customers of our bank to enable them to keep their valuables/documents etc. in specially designed lockers on payment of a prescribed rent.

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 *Bank's Global KYC-AML-CFT Policy* (as updated from time to time) and subject to on-going compliance.

He/she should be requested to open a Savings/Current Account as per CDD criteria.

**All the lockers should be opened through Finacle only and operative account number should be linked with Locker.**

The branch 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 branch.

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 branch where the locker is situated.

When branch decides to allot a locker to a customer, it should obtain the following documents from the customer duly filled in all respects and signed by the renter(s).

### **1. Locker agreement**

### **2. Declaration card**

To ensure prompt payment of locker rent, a Term Deposit to be obtained , at the time of allotment, which would cover three years' rent and the charges for breaking open the locker in case of such eventuality. Branch, however, shall not insist on such Term Deposits from the existing locker holders or those who have satisfactory operative account.

All the existing locker agreements will be renewed with new locker agreement.

**Cost of stamps is to be borne by renter.**

Locker Agreement:

When a safe deposit locker is let out for the first time, a stamped memorandum of letting should be obtained from the renter. At the time of subsequent renewal no memoranda of letting need be executed. The stamped Locker agreement should be retained with the branch and a photo copy of documents executed by the customer should be given.

Declaration card: (Form No.282)



This card acts as a declaration card and also as a specimen signature card. This card should be filled in and executed by the renter(s).

The details such as address, occupation, nationality, profession, safe number, key number, locker type, date of hire etc. should be filled in neatly.

Every renter should give a password to be incorporated in the card which will facilitate the identification of the renter in case of doubt.

The specimen signature of the renter(s) should be obtained in the presence of the officer-in-charge and duly authenticated.

The declaration at the back of the card should be signed by the renter(s).

The operational instructions, in the case of joint renters should be authenticated by obtaining the signature of all the renters.

This card should be kept locker wise in the card index cabinet of the branch. Unauthorised persons should not have access to them.

After obtaining the declaration card and the memorandum of letting duly filled and signed by the renters, the branch should prepare a 'Rent Receipt' from the Rent Receipt Book (R-76) incorporating the locker number, period for which rent is collected etc.

After receipt of the rent and recovering of stamp charges, the custodian in charge of Locker Department should take out the key pertaining to the locker number to be rented to the customers and enter the key number in all the documents, declaration card, ledger, register, etc. and deliver the same to the renters against their signatures in 'Renters' Daily Attendance Register' (R-80).

### **Key register**

The key numbers should be recorded serially. It should be maintained key wise to locker wise so as to facilitate tracing the number of locker from the key number. Further, when the locks of the lockers are interchanged, such changes should be immediately recorded in the key register. The register should be marked "Strictly Private" and kept in a safe.

### **Renter's daily attendance register :- (R-80)**

The locker holders should write check-in time as well as check-out time in the daily attendance register after the specimen signature column.

### **Daily operations of lockers**

The locker hirer and/or the persons duly authorized by him/ her only shall be permitted to operate the locker after proper verification of their identity and recording of the authorization by the officials concerned of the branch. The branch shall maintain a record of all individuals, including the locker-hirers, who have accessed the lockers and the date and time (both check-in and check-out time) on which they have opened and closed the locker and obtain their signature. The ingress and egress register for access to Vault Room by locker-hirers or any other individual including the banks' staff shall be maintained to record the movement of individuals in the Vault Room area with their signatures at appropriate place in the records.

The branch official 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 branch shall ensure that there is an adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time. The renter can close the locker by operating his/her key.

An email and SMS alert to be sent 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 unauthorized locker access if any, should be redressed properly.

Where the locker rent is in arrears, operation on the said locker may not be allowed until the dues are paid.

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 of India. The Locker Register shall be updated in case of any change in the allotment with complete audit trails.

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.

The Branch custodian shall check whether the lockers are properly closed post locker operation. If the same is not done, the lockers must be immediately closed, and the locker-hirer shall be promptly intimated through e-mail, if registered or through SMS, if mobile number is registered or through letter so that they may verify any resulting discrepancy in the contents of the locker. The Branch 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.

**Branches to recover Rs. 100/-+GST per occasion in case operations in locker are more than 12 times a year.** *Branches are advised to use the Menu **HLKOPS** to update check-in and check-out time of the customers while operating the Locker.*

The custodian of the locker shall, regularly/periodically, check the keys maintained in the branch to ensure that they are in proper condition. Branch 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.

The renter of a locker enjoys a confidential relationship with the Bank. The names of the lessees should not be divulged to any unauthorised persons.

Branches should exercise reasonable care in safeguarding the contents of the safe deposit lockers and prevent unauthorised entry to the room where the lockers are kept.

The custodian should ensure, as far as possible, at the time of operation of the lockers that the renters use the keys supplied by the Bank and he should be vigilant against use of duplicate or fake keys.

If an instance of using a duplicate key has been noticed by the custodian, the renter should be asked to surrender the locker. Such a fake key should immediately be sent to the company along with the lock for changing the levers and preparing a new key. Expenses should be recovered from renter apart from initiation of penal & criminal action for breach of trust, cheating.

The "Master Key" should always be with the custodian during the office hours and should not be allowed to be handled by any unauthorised person.

**Following procedure is to be followed in respect of overnight safe custody of Master Key of safe deposit lockers:**

In case of small sized branches, the Master Key of lockers should be kept in cash safe in the strong room.

In case of medium and large sized branches, wherever possible and convenient, the Master Key of lockers should be kept in the cash safe only.

Alternatively

The Master Key of the safe deposit vault should be kept under dual control in a fire proof cabinet/safe inside the strong room.

After office hours, the custodian of Master Key of lockers should deposit the same in a sealed cover in cash safe/cabinet and the same be withdrawn at the commencement of office hours in the morning.

A proper record of deposit and withdrawal of Master Key should be kept in a separate key register.

Lockers should not be rented in fictitious names or in the names of alias. Persons, who operate lockers in their fiduciary capacity, should not be allowed to depute a third person to have an access to the locker unless they are specifically given powers to sub-delegate their powers by the principals. In case of lockers in joint names to be operated jointly, access to the lockers should be given to all of them at the same time. Therefore, the custodian should apply the master key only in the presence of all joint renters concerned. Branches should not use lockers for safe keeping of Bank's securities and documents. Safe deposit lockers should not be kept open beyond regular business hours notified to the clients. Even in the case of emergency, access should not be given to lockers outside business hours or to persons without proper authority even though well known to the branch. Grilled doors provided for the safe deposit vault should be kept closed in between the operation of lockers.

Wherever safe deposit cabinets are kept in a room or in an area not specially built for this purpose, branches must use the word SAFE DEPOSIT LOCKERS. Wherever these are kept in rooms or areas which are specially built according to our specifications the description should be SAFE DEPOSIT VAULT.

**Procedure for disposal of valuable articles found**

In case a valuable article is found in the safe deposit locker premises, the procedure detailed hereunder should be followed:

The article found should be recorded in a register to be maintained for the purpose with full details.



The articles as well as the register should be kept in the joint custody of the Branch Manager/Joint Manager and Head Cashier.

Efforts should be made by making discreet inquiries without revealing the particulars of the article found to trace the owner after taking into account the place where it was located in the room, the time when it was found etc.

A report should be sent to the Regional Authority about the articles found. The articles should be delivered as per his instruction against an indemnity bond signed by the applicant along with two respectable persons.

The identity of the person claiming the article should be established beyond doubt. He should be able to give a correct description of the article. The bills in respect of the purchase should be produced, wherever possible.

Other staff members or an outsider should not know the details and description of the articles found by the Custodian.

At the time of handing over of the article to the claimant, a receipt should be obtained from him in the register.

#### **Precautionary measures to ensure that no one is inadvertently locked inside**

The custodian must ensure that no one is inadvertently left inside the vault before closing the vault/strong room doors. Special care must be taken at branches having large safe deposit vaults and at places where there are frequent power failures.

The custodian of the locker room should carry out a physical check of the locker room as well as of the inspection chambers, whenever provided, at the end of the day to ensure that no customer is inadvertently trapped in the locker room after banking hours.

#### **Addition or deletion of name**

The renter/s may be allowed to add the name of a person as a joint locker holder in which case Form No.281 should be obtained duly signed by the renter/s and also by the person whose name is to be added as a joint renter.

The addition in the name/s of renter/s should be recorded in red ink with date of addition in all the forms as well as books and in system with customer ID under authentication.

Branches may also allow deletion of the name of one of the joint locker holders at the written request of all the locker holders.

In both the cases a fresh memorandum of letting should be got signed by all renter/s (including the person whose name is being added or excluding the person whose name has been deleted, as the case may be).

Charges "as per bank's guidelines be levied for each addition/deletion.

If the renter desires that the locker be operated by another person, he can do so either by hiring the locker in the joint names to be operated by either or survivor or by renting the

locker in his own name and appointing the other person as his agent by executing Special Power of Attorney. The difference between these two positions should be clearly understood.

*If a locker is rented in joint names, the bank cannot delete the name of the renter/s at the instance of the other renter or remaining renters. If one of the joint renters informs the bank that instructions regarding operation of the locker by either or any of them is to be cancelled, the Bank is bound to take cognisance of such instructions and in that event access to the locker can be allowed only to all renters jointly.*

If a person is authorised to operate the locker merely as an agent of a sole renter, such renter can at any time revoke the authority given by him and the bank cannot allow the agent to have access to the locker after receipt of notice of revocation of authority.

If the locker stands in joint names, the agent should be appointed under the joint signatures of all renters, but such authority can be revoked by any one of the renters.

Such authority is also determined automatically on the death, insanity or bankruptcy of the sole renter or any of the joint renters.

The difference in the above two positions has been described in detail for clarity. Confusion is likely to arise when the name of another person added as a joint renter to a locker originally rented in a single name at the request of the sole renter. In such cases, the person whose name is added acquires all rights as a joint renter as if the locker was rented in joint names ab initio and the bank is not competent to delete his name at the request of the original renter. Instead of adding the name of another person as a joint renter, if the other person is merely authorised to operate the locker as an agent of the sole renter the case would be different and the original renter can revoke his authority at any time.

#### **Rent of lockers - accounting procedure:**

Rentals should be collected in advance in respect of lockers allotted or renewed at the prescribed rate from time to time.

Normal rental period of locker will be one year. If locker hirer so desire, they may pay rent in advance as per their convenience. A 10% discount in rent is allowed, when the rent is paid in advance for 3 years. *Discount is available to General Public Only.* Advance rent can be accepted for -3- years only.

All rents recovered should be credited to P/L Commission (Rent on Lockers) Account.

*Concession of 50% in rentals is applicable to staff members in respect of one locker allotted to them anywhere in India. For this purpose, whenever a locker facility is given to a staff member, an undertaking may be taken from him/her to the effect that he/she does not maintain any locker with any of our branches in India.*

#### **Refund of locker rent**

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.



## **Merger / closure / shifting of branch**

If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the Branch (in consultation with regional office) should 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, Branch shall make efforts to intimate their customers suitably at the earliest.

## **Operation of Locker by agent appointed by a Renter**

Branches are advised to discourage to allow the operations of locker through agent. In any genuine case if locker is required to be operated through an Agent, a Special Power of Attorney should be obtained from the customer for the same. *The format for Special Power of Attorney has been enclosed as Annexure.*

## **Procedure for Locker Operations by visually impaired persons**

Visually impaired person may be provided with a locker facility. He /She must be a customer of the branch, having a SB account. Suitable locker convenient for operations may be allotted.

Apart from Locker agreement, suitable indemnity should also be obtained, depending upon the mode of locker operation. He may be given the following options for operation of locker:

Operation – Singly

Operation – Singly with the assistance of a reliable person, as per the choice of the applicant.

Operation – Jointly

Branches may encourage the applicant to singly operate the locker, if the applicant, so desires.

a) Operation – Singly:

The applicant may be clearly informed that Bank is not responsible for the contents kept in the locker. A suitable letter of undertaking may be obtained in the beginning. Locker can be operated by the applicant – singly. Any operation carried out in the locker, by the applicant, is at his own risk and bank is not liable for any claim made at a future date.

For each and every locker operation made, a separate attendance register be maintained wherein, it should be clearly marked as to the mode of operation. In case the supervisor accompanies the applicant and assisted him, the supervisor's signature should also appear in the attendance register, along with the LTHI / RTHI of the applicant.

As soon as the locker operation is over, supervisor-in-charge of lockers should go personally to the locker room and verify that the particular locker cabinet is securely locked and that no item has been left out in the locker room. This has to be done, before allowing any other person to carry out their locker operations.

The supervisor should inform the applicant, before the applicant leaves the branch premises, that he has verified the locker cabinet and that it has been securely locked and that no item has been left out in the locker room. This would enhance the confidence of the locker applicant.

A declaration from the applicant for being informed by the bank official on the above lines may be obtained duly countersigned by the Supervisor-in-Charge of lockers.

b) Operation – Singly with the assistance of a reliable person, as per choice of the applicant:

The name and address of the person, his relationship to the applicant, if any, etc., shall be provided by the locker applicant and the same should be recorded in the locker register.

The photograph of the person who is nominated for assistance should be obtained and affixed in the locker register.

Whenever the nominated person accompanies the locker applicant, his identity has to be first verified through his photo and signature and then only to be allowed.

Locker attendance register should bear the signatures of both the applicant and the nominated person.

For each operation, the same nominated person alone should accompany the applicant. In other words, different persons accompanying the locker holder on varying occasions should not be allowed.

c) Operation – Jointly:

Visually impaired person may have joint operation facility.

The joint locker holder should not be a visually impaired person.

The joint account holder should never be permitted to operate the locker without the presence of the visually impaired account holder.

### **Nomination in Locker**

Nomination facility shall be offered in case of safe deposit lockers in accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed. 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.

Branch shall acknowledge the receipt of duly completed form of nomination, cancellation and / or variation of the nomination. Such acknowledgement shall be given to all the customers irrespective of whether the same is demanded by the customers or not. Locker module in the branch to be updated invariably to register the nomination, cancellation and / or variation of the nomination, made by the locker hirers'. At present BR Act (Section 45 ZE) does not provide nomination facility in respect of lockers with "Either or Survivor"/"Former or Survivor"/"Anyone or Survivors"/ "Latter or Survivor" mandate.

### **Access to the Articles in the safe deposit Lockers/return of safe custody articles**

If the sole locker hirer nominates an individual to receive the contents in the locker, in case of his death, after verification of the death certificate and satisfying the identity and genuineness of such individual approached, access of the locker shall be given to such nominee with liberty to remove the contents of the locker, after an inventory was taken in the prescribed manner.



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

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

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

- (i) Exercise due care and caution in establishing the identity of the survivor(s) / nominee(s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence;
- (ii) Make diligent effort to find out whether there is any order or direction from Courts/ Forums restraining it from giving access to the locker of the deceased; and
- (iii) Make it clear to the survivor(s) / nominee(s) that access to articles in the locker is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

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

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

A separate statement shall be obtained 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.

While giving access to the survivor(s) / nominee(s) of the deceased locker hirer, branch may avoid insisting on the production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), unless there is any discrepancy in nomination.

### **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.

### **Discharge of Locker contents at the request of the customer**

If the key of the locker, supplied by bank is lost by the locker-hirer, the customer (locker hirer) shall notify the branch immediately. An undertaking may also be obtained from the customer that the key lost, if found in future, will be handed over to the branch. 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.

### **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 Branch shall co-operate in execution and implementation of the orders.

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

Video of the break-open process and the inventory assessment shall be recorded, wherever legally permissible, and the video to be preserved to produce as evidence in case of any dispute or Court or fraud case in future as per *SOP for break open of lockers*.

## **Discharge of locker contents due to non-payment of locker rent**

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

### **Procedure for Break open of Locker**

Before breaking open the locker, the Bank shall send to the customer a “Termination Notice” of not less than 3 (three) months by registered post/ speed post and the notice by post will be treated as binding on the customer. Moreover, though it is not obligatory, but the bank may choose to also intimate by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available).

In the event Termination Notice is served to the Customer and the Customer “neither pays the overdue rent nor surrenders / vacates the Locker” after the end of the notice period stipulated under the Termination Notice the Bank shall send to the Customer a notice (in addition to Termination Notice) in writing of not less than 3 (three) months by registered post/ speed post and the notice by post will be treated as binding on the customer. Moreover though, it is not obligatory, but the bank may choose to also intimate by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) of the Bank’s proposed action of breaking open of the Locker (“Break Open Notice”).

In case the Termination Notice and the Breaking Open Notice as foresaid sent by the Bank is returned undelivered or the Customer is not found to be traceable despite the Bank having taken reasonable efforts, the Bank shall, before breaking open the Locker, issue a public notice of not less than 3 (three) months about the Bank’s intention to break open the Locker, in minimum 2 (two) newspapers (one in English and another in local language) in the same location where the Customer resides as evidenced by the Customer’s address as stated in the Agreement or as further communicated by the Customer to the Bank.

The breaking open of Locker would be done in the presence of a committee consisting of 2 (two) officers of the Bank and 2 (two) independent persons acting as witnesses.

In 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, Video of the break-open process and the inventory assessment and its safe keep shall be recorded, wherever legally permissible, and the video to be preserved to produce as evidence in case of any dispute or Court case in future. Branch shall also ensure that the details of breaking open of locker is documented in CBS or any other computerized systems compliant with the Cyber Security Framework issued by RBI, apart from locker register. After breaking open of locker, the contents shall be kept in sealed envelope with detailed inventory inside fireproof safe in a tamper-proof way until customer claims it. A record of access to the fireproof safe shall invariably be maintained. While returning the contents of the locker, the bank shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.

It shall be ensured that the inventory prepared after breaking open of the locker and during settlement of claims, is in the appropriate forms or as near thereto as circumstances require.



Further, branch 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.

Disposal of the articles of the Locker as recorded in the inventory prepared shall be done either by sale in public auction and the sale proceeds shall be applied first towards the Customer's dues to the Bank (including outstanding Rent, breaking open charges, valuer/assayer fees, safe keeping charges and any other dues) and balance be refunded to the Customer or held for the disposal at the order of the Customer.

Before sale of the contents of the Locker by conducting public auction, a notice of not less than 3 (three) months in writing by registered post/ speed post and the notice by post will be treated as binding on the customer. However, it is not mandatory, but the bank may choose to also intimate by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) shall be issued by the Bank to the Customer about the intention of the Bank to auction the contents of the locker for recovery of the dues to the Bank. The said notice ("Auction Notice") shall contain the date, time and place of auction and a copy of the inventory of the contents of the Locker made in terms hereof.

### **Discharge of locker contents if it 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 branch shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be.

*The appropriate terms has been inserted in the Model Locker Agreement to be executed with the customer specifying the position in case the locker is not in operation for long period. Bank will be discharged 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 of India and the terms and conditions prescribed in the agreement.*



**Annexure**

**Format of SPECIAL POWER OF ATTORNEY to be taken in case of locker to be operated through Agent**

**(TO BE STAMPED AS PER APPLICABLE STAMP DUTY OF RESPECTIVE STATE)**

**This Special Power of Attorney** executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By

.....son/daughter/wife of.....

.....residing at.....

.....(name and address of the executant i.e the locker holder of the BOB, details mentioned herein after) herein after referred to as 'EXECUTANT'.

In favour of

Shri/Smt.....Son/..... daughter/wife

of.....

..... residing

at.....herein after

called the 'Attorney' (who has subscribed his/her signature hereunder in token of identification)

**NOW TO KNOW ALL MEN BY THESE PRESENT THAT-**

WHEREAS, the executant is single hirer of the Locker bearing No. .... of Bank of Baroda, maintained at .....Branch (Branch name).....City.....State

AND, WHEREAS, the Executant is ..... (Reasons for delegation), and hence desirous of delegating to the Attorney certain powers in respect of the locker.

Therefore, I, Shri/Smt.....(name of the executant i.e the Locker holder of the BOB) son/daughter/wife of.....do hereby appoint and constitute Shri/Smt.....Son/daughter/wife of.....residing at..... As my true and lawful Attorney in my name and on my behalf to do any or all of the acts deeds and things namely mentioned herein after:-



1. To Operate my Safe Deposit Locker number.....maintained at  
..... Branch (Branch name).....City.....State.

2. To do all such acts, deeds and things as may be necessary for or incidental in respect of the aforesaid.

**On the Terms:**

That the Attorney Shall have no power to surrender the Safe Deposit Locker. The attorney shall, while acting under the Special Power of Attorney, ensure that its acts in accordance with the laws, regulations, and instructions or directions issued, and / or that may be issued from time to time, by Reserve Bank of India, the Government of India or any other body.

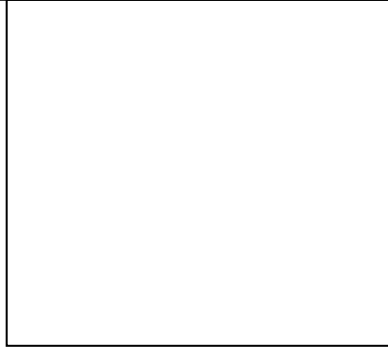
That the Executant hereby agrees and undertakes to ratify and confirm all acts that may be done by the Attorney pursuant to this Special Power of Attorney.

That the Executant also undertake to keep BOB fully indemnified at all times from and against any loss, damages, harm suffered by/caused to it as a result of relying upon this Special Power of Attorney including any expenses incurred by the Bank as Legal costs in defending any claims/ disputes against the Bank arising out of the same.

That the Executant hereby agree and undertake to obtain back the original of this deed from the attorney whenever I cancel/withdraw this deed of Special Power of Attorney from the Attorney and shall give written notice of such withdrawal/cancellation to the BOB.

That, a self-attested copy of Official Valid Document (OVD) of the Attorney, countersigned & verified by the Executant is enclosed as Annexure –I

Please paste passport size photograph of 'Attorney', which has to be attested by the Executant



\_\_\_\_\_  
(Specimen signature of 'Attorney', in token of identification)

In Witness Whereof, I \_\_\_\_\_ (Executant) have hereunto set and subscribed my hands at \_\_\_\_\_ on.....



Signed and delivered by

Please paste passport size  
photograph of Donor /  
Executant

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*(Signature of Donor / Executant)*

Note: A Judicial Magistrate or Notary Public should attest the signature of the Executant (Account Holder). Executant (Account Holder) of the Power of Attorney must affix his/her signatures on every page of the Power of Attorney and initials wherever blanks are filled.