



**hpsc**  
(Scheduled Bank)

हिमाचल प्रदेश राज्य सहकारी बैंक सीमित  
H.P. State Co-operative Bank Ltd.

**HPStCB - Safe Deposit Locker/Safe Custody of Articles Policy 2023-24**

[www.hpsc.com](http://www.hpsc.com)

## PART I: INTRODUCTION

### 1. Introduction

1.1 It goes without saying that the extension of Safe Deposit Locker / Safe Custody facilities to the customers plays a pivotal role in meeting the growing demands of the customers, expanding the customer base and augmenting the non-interest income of the bank. The bank had, therefore, put in place a comprehensive policy on Safe Deposit Lockers circulated vide HOGC 92 /2012 dated 24<sup>th</sup> September 2012 which is now being revised in tune with the revised guidelines of Reserve Bank of India furnished in their circular RBI/2021-2022/86DOR.LEG.REC/40/09.07.005/2021-22 dated 18<sup>th</sup> August 2021. A Safe Deposit Locker is a cabinet which contains several compartments of different sizes kept in a special secured room made available at the branches of the bank.

### 1.2 Types of Lockers

The following 4 categories of lockers are available with the bank.

Sr.No.	Category	Size
1.	A	Extra Large
2.	B	Large
3.	C	Medium
4.	D	Small

### 1.3 Eligible Customers:

The following categories of customers would be eligible to hire the lockers:

1. Individual (s) – singly or jointly – including illiterates and blind persons.
2. Proprietor / Partnership Firms
3. Limited Companies / Boards / Corporations / Government Departments / Courts
4. Societies / Clubs / Associations
5. Trusts
6. HUF
7. Minors will be allotted locker subject to the condition that there are specific orders from any court of Law or Competent authority.

### 1.4 Lockers to Staff and their family members\*

1. Lockers to staff, existing as well as retiree may be allowed on concessional rent, but he/she shall be eligible for one locker at a time only. Moreover he/ she shall obtain locker on concessional rate only for Type "C" & "D" locker. The staff member, however may obtain any locker at normal rent, but the branches shall be giving preference to the esteemed general customers, while renting out locker to the staff;
2. Concession so allowed, would be withdrawn if the staff members default in payment of rent.

3. A declaration should be obtained from the staff member who wants to hire a Locker from the branch that he/she is not maintaining another locker in any other branch of the Bank either in his name or jointly with another family member availing "Staff concessional rent" facility "Staff concession rent" whenever allowed, shall be restricted to one Locker only.
4. No member of the staff shall be permitted to hire a Locker jointly with a constituent of the Bank or any other third party. (i.e. other than his/her family members).

\*For definition of staff and their family members – refer to HOGC No.115/2021-22 dated 15.11.2021.

### **1.5 Eligibility Criteria:**

- 1) The lockers may be allotted to both existing as well as new customers who have completed the age of 18 years.
- 2) The customers should meet the due diligence criteria prescribed under guidelines.
- 3) The customers would be required to maintain a security deposit as prescribed under guidelines from time to time.
- 4) The customers should have a saving bank account or will have to open a saving bank account.
- 5) The customers should pay in advance prescribed annual rent plus applicable taxes based on the size of the locker as amended from time to time. The customer will authorize the bank to auto debit the account on due dates.
- 6) The customers will have to enter and abide by the terms and conditions stipulated in the locker agreement.
- 7) The customer will have to mandatorily make a nomination in case of lockers hired in individual capacity.
- 8) The customers would be willing to abide by the rules and regulations governing the locker policy of the bank.

### **1.6 Process for hiring lockers**

1. The customer(s) desirous of hiring a locker will submit an application on the prescribed format furnishing complete details.
2. The customers will also provide self-attested copies of KYC documents – identity proof and residence proof along with latest passport size photographs.

## 1.7 Actions by Branch Manager:

### 1.7.1 Carrying out customer Due Diligence (CDD):

- a. **Existing Customers:** The existing customers of the bank who have made an application for locker facility and who are fully compliant with the customer due diligence (CDD) criteria mentioned under HOGC No. 66/2019-20 dated 26<sup>th</sup> August 2019 (and as updated from time to time) may be given the facilities of safe deposit lockers / safe custody article subject to on-going compliance.
- b. **New Customers:** 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 ibid mentioned circular subject to ongoing compliance. The due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker. Thus, any new customer who approaches the bank for only availing locker facility shall be given equal importance just as our old existing customers.

As part of CDD, the branches shall:

- a) Obtain one recent passport size photographs of locker-hirer(s) and individual(s) authorized by locker hirer(s) to operate the locker.
- b) Obtain self attested photocopies of KYC documents – address and identity proof of locker-hirer(s) and individual(s) authorized by locker hirer(s) to operate the locker.
- c) Verify and certify the self attested photostat documents from the originals.
- d) Scan and upload the photographs, documents and signatures in CBS
- e) Preserve the documents in the records.

In the case of partnership firms / Trusts, Clubs, Societies, Associations etc. their Bye Laws / rules / memorandum and Article of Associations / Certificate of incorporation / Board resolution, as the case may be should be obtained specifying clearly the person / persons who are authorized to operate the lockers. The branches shall also carry out CDD and obtain the KYC of the persons authorized to operate the lockers.

### 1.8 Mode of operation of lockers:

1. Individuals: The locker shall be operated by the locker hirer himself.
2. Jointly: Where the locker has been hired in joint names, mode of operation will be specifically mentioned as under:
  - (a) Joint – All hirers have to operate together
  - (b) Either or survivor – Anyone can operate
  - (c) Former or survivor – First name holder will operate whereas after the death of

the former person, the survivor will operate.

3. In the case of Limited Companies / Boards / Corporations / Government Departments / Courts / Societies / Clubs / Associations / Trusts etc, the locker must be operated jointly by at least two authorized officials.

### **1.9 Addition and deletion of names**

Addition / deletion of new names to the hired locker can be made only when all existing hirer(s) agree in writing to such proposals. Such proposals for addition and deletion should be signed by all the hirers.

## **PART II: ALLOTMENT OF LOCKERS**

### **2.1 Allotment of Lockers**

1. Branches shall maintain a register containing the list of vacant lockers as well as a wait-list for the purpose of allotment of lockers and ensure transparency in allotment of lockers.
2. The Branches 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

### **2.2 Locker Rent**

1. Rent for each type of Locker will vary as per the size of the locker. These rent rates will be fixed and revised from time to time by Head Office.
2. The customer shall open a saving account in which he/she shall be keeping sufficient balance so that the locker rent as and when due is recovered from it. This saving bank account will be required to have a minimum balance as prescribed from time to time. The requirement for minimum balance to be maintained in the saving account may be revised from time to time without any notice.
3. If the customer already has a saving account in a branch other than the branch where he approaches for hiring a locker, the account in the other branch shall be deemed to be a saving account under the locker policy. However, such customer(s) would be required to provide security deposit in the shape of a term deposit only in the branch where he will be availing the locker facility and he would not be eligible to get a charge created for the stipulated security amount in his saving account in the other branch.
4. The rent is payable in advance for a minimum period of twelve months.
5. As the locker rent is collected in advance, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected (tax already paid will be non-refundable) shall be refunded to the customer. If the locker is surrendered before the 10<sup>th</sup> day of the month (10<sup>th</sup> day included)

then the rent will not be charged however after the 10<sup>th</sup> day the rent for that month will be deducted before giving the refund.

6. All the Hirers are mandatorily required to be present in the Locker branch at the time of surrender of the locker.
7. Branches may face potential situations where the locker-hirer neither operates the locker nor pays the rent. To ensure prompt payment of locker rent, branches shall obtain a Term Deposit or create charges for stipulated security amount in saving accounts, at the time of allotment, which would cover three years' rent and the charges for breaking open the locker in case of such eventuality. Reference in this regard is drawn to HOGC 35/2020/21 dated 30<sup>th</sup> June 2020 on the process for attaching the stipulated security amount in saving account.
8. The branches shall ensure to obtain an undertaking from the customer in lieu of the security deposit for availing locker facility that the bank is authorized to create charges for attachment of stipulated amount with the saving account and that further the bank is authorized to utilize the attached amount or the amount of TDR in case there is a breach of the terms and conditions laid down under the agreement. The format is enclosed as **Annexure A**.
9. Branches, however, shall not insist on fresh Term Deposits from the existing locker holders or those who have satisfactory operative account (those who pay the rent and operate lockers regularly).
10. To ensure that Locker rents for all Lockers are collected without delay or default. The due date for receipt of the rent shall be the 15<sup>th</sup> April every year. Data Centre will send an SMS in the first week of April to all the locker holders for maintaining enough balance in their accounts which will be auto debited on 15<sup>th</sup> April each year. The Incharge Data Center shall share a list of such locker hirers with the concerned branches whose locker rent was not debited due to insufficient balance in their accounts. In case there are customers who did not have enough balance in their account the Branch should send "**Rent due notices to all such customers**". Proper follow up action should be taken to collect the annual rent from all the customers by 30<sup>th</sup> April every year.
11. If the rent is paid after 30<sup>th</sup> April penalty at the rates as fixed by the H.O. from time to time should also be collected.
12. The Safe Deposit Locker service is subject to an annual tariff, which is based on the size of the locker being assigned to the Hirer(s). The annum tariff shall entitle the Hirer(s) to 12 free visits per calendar year. The Hirer(s) will incur an additional charge collected at the time of each visit made in excess of the 12 free visits permitted each year. The Bank reserves the right to revise these charges from time to time and to introduce visit charges as it deems fit.

## PART III: LOCKER OPERATIONS

### 3.1 Regular Operations by Customers

3.1.1 The locker hirer and/or the persons duly authorized by him/ her only shall be permitted to operate the locker after proper verification of their identity and recording of the authorization by the concerned officials of the branch. The branches 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.

#### 3.1.2 Locker Access Register

Date	Locker No.	Name of the Hirer/ authorized person	Signature of the hirer / authorized operator	Time of Entry in the Locker Room	Time of Checking out	Sign of the Bank Officer Incharge

3.1.3 The bank's officer (of the rank of AM and above) authorizing the locker-hirer to access the locker, after unlocking the first key shall not remain present when the locker is opened by the locker-hirer. The branches shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time no one should enter the room until the locker hirer leaves the room.

3.1.4 When a customer completes his locker operation and checks out, the officer in charge of the Lockers should enter the locker room and check whether the hirer had properly locked his/her locker and that no article is left outside the locker. Only after such a check the next locker customer should be permitted to enter the locker room to operate his/her locker.

3.1.5 The bank 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 (where the locker hirer will raise the concern with the Branch Manager) available in case of unauthorized locker access.

### 3.2 Identification of the locker keys

In terms of the direction of Reserve Bank of India, the name of the Bank/Branch along with key number should be embossed on the locker key so as to facilitate its proper identification. The supplier of the locker should be contacted for the purpose. Further the Branches may follow the operational guidelines for this purpose.

### 3.3 Master Key and its care

1. If the master key is lost, the locks of all the individual Lockers in the branch operated by that master key will have to be changed by the bank as per established procedure.
2. During office hours, the Manager/Officer Incharge of locker should hold the Master Key and he should not part with it. It should never be carried out of Office premises.
3. The Master key should be kept in the cash safe under double lock except during office hours.

## PART IV: TERMS AND CONDITIONS

### 4.1 General

The following general terms shall govern hiring of lockers by the customers installed at branches:

1. The customer(s) desirous of hiring a locker will submit an application on the prescribed format furnishing complete details along with the required KYC documents.
2. The names, specimen signatures and KYC documents of other joint locker operators should be furnished in case the locker is being hired jointly.
3. Specimen Signature Cards and "Locker Agreement Form" should be kept under lock and key under the custody of the Branch Manager or officer-in-charge of lockers.
4. Each locker hirer will have to sign the requisite documents wherein the terms and conditions under which the locker is rented to him are detailed.
5. As and when a locker is rented out, the key has to be tested to check whether it opens the particular locker. While doing so, the officer should explain to the hirer the system for operating/opening the locker with both the keys (the key of the respective locker and the master key) and that it cannot be opened solely by the locker key or by the master key alone.



6. The terms and conditions of allotment of lockers be covered in the agreement entered into with the hirer(s) and a copy of the same shall be provided to the hirer.

#### 4.2 Model Locker Agreement – Terms & conditions

At the time of allotment of the locker to a customer, the branch shall enter into an agreement on a stamp paper of Rs. 100/- with the customer to whom the locker facility is being provided. A copy of the locker agreement shall be given to the hirer to let him/her/them know his/her/their rights and responsibilities. Original Agreement shall be retained with the branch where the locker is situated. The revised model locker agreement is enclosed at Annexure "I".

#### 4.3 Termination of Agreement

- The Bank shall have, in the event of the Customer's breach of or default under the Locker Agreement and/ or the Bank being of the view that the Customer is not co-operating and/or complying with the terms and conditions of the agreement, a right to terminate the agreement after issuing to the customer a prior written Termination Notice of not less than 3 (three) months by registered post or speed post (and also by (i) email where email id of the Customer is available; and (ii) SMS and / or Whatsapp where the mobile phone number of the Customer is available.
- Upon receipt of the Termination Notice, the Licensor shall forthwith and before the end of the notice period stipulated under the Termination Notice surrender and vacate the Locker and handover the keys, or any other identification mechanism and documents provided by the Bank for opening of the Locker, to the Bank.

### PART V: NOMINATION FACILITY

#### 5.1 Nomination Facility

- 5.1.1 The branches shall offer nomination facility in case of safe deposit lockers and safe custody of articles, 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 circulated vide HOGC 44/2019-20 dated 28<sup>th</sup> June 2019. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed by the branches. A passport size photo of the nominee attested by the customer may be obtained from the customers, at his/her option and preserved in the records.
- 5.1.2 For the various Forms (Forms SC1, SC2 and SC3 for Articles left in Safe Custody and Forms SL1, SL1A, SL2, SL3 and SL3A for Safety Lockers) prescribed under Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985, only Thumb-impression(s) shall be required to be attested by two

witnesses. Signatures of the account holders need not be attested by witnesses.

5.1.3 Branches 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. Branch Managers shall conduct a periodic verification of nominee – once a year.

## **5.2 Procedure to be followed for nomination**

5.2.1 Branch may permit nominations only in respect of the Safe Deposit Lockers hired by persons in their individual capacity and not in any other representative capacity. Only individuals could be the nominees. A Specimen of "Nomination of Sole Hirer of Lockers" is given in the Annexure-B.

5.2.2 In case the locker was hired jointly with the instructions to operate it under joint signature, and the locker hirer(s) nominates a person(s), in the event of death of any of the locker hirers, access of the locker should be given by the bank with liberty to remove the contents jointly to the survivor(s) and the nominee(s). 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, branches should follow the mandate in the event of the death of one or more of the locker hirers. However, branches should take the following precautions before handing over the contents:

- a) Branches should 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) Branches should make diligent effort to find out if there is any order from a competent court restraining the bank from giving access to the locker of the deceased; and
- c) Branches should 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.

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

5.2.4 Separate nomination should be obtained in respect of each Locker account. However at any time the total number of nominees should not exceed the total number of joint hirers.

## PART VI: SETTLEMENT OF CLAIMS

### 6.1 Settlement of Claims in case of death of a Customer

- 6.1.1 Branches shall follow the procedure defined in HOGC 44/2019-20 dated 28<sup>th</sup> June 2019 for nomination and release of contents of safety lockers / safe custody article to the nominee and protection against notice of claims of other persons in accordance with the provisions of Sections 45 ZC to 45 ZF of the Banking Regulation Act, 1949 and the Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.
- 6.1.2 On the death of the individual locker hirer, if the nomination is there, the nominee will get the claim. In order to ensure that the articles left in safe custody and contents of lockers are returned to the genuine nominee, as also to verify the proof of death, the claim form is annexed as **Annexure C**.
- 6.1.3 On the death of one of the two Joint Hirers, in an "E or S" account, the survivor alone is entitled to have access to the Locker.
- 6.1.4 In the case of sole hirer, if nomination is not there, the legal heir(s) of the deceased should be advised to submit a "CLAIM" and unless & until the claim is sanctioned by the Head Office, the contents of that Locker should not be parted with i.e. till the claim is settled no one should have access to the Locker of the deceased.
- 6.1.5 However, access may be allowed to known heirs of the deceased or persons authorized by the Court for making an inventory of the contents in the presence of their solicitors or lawyers.
- 6.1.6 Time limit for settlement of claims: Branches 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.
- 6.1.7 Bank shall report to the Customer Service Committee of the Board, at appropriate intervals, on an ongoing basis, the details of the number of claims received pertaining to deceased locker-hirers / depositors of safe custody article accounts and those pending beyond the stipulated period, with reasons thereof. Customer Service Committee of the Board of the banks shall review the settlement of claims and make suggestions to ensure that the claims are settled as early as possible unless there is any litigation pending before the Courts or any difficulty is being faced in identifying the true claimant with reference to nomination.

## 6.2 Access to the articles in the safe deposit lockers / return of safe custody articles

6.2.1 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, the branches 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. 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 branches shall follow the mandate in the event of death of one or more of the joint locker-hirers.

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

- a) 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; (KYC, PAN Address proof verify from original, notarized death certificate)
- b) 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;
- c) Make it clear to the survivor(s) / nominee(s) that access to articles in the 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 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.

6.2.3 The branches 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.

6.2.4 The branches shall obtain a separate statement (Annexure D) 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. Make it clear to the survivor(s) / nominee(s) / authorized person on behalf of minor nominee that access to articles in the 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 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.

- 6.2.5 While giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, branches 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 the instructions under para 6.2.2.
- 6.2.6 In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, branches shall adopt the procedure given in HOGC 112/2022 dated 03.09.2022 to facilitate access to legal heir(s) / legal representative of the deceased locker hirer. In this regard, Branches shall take note of the instructions under para 6.2.2.

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

## **PART VII: INFRASTRUCTURE AND SECURITY STANDARDS**

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

- 7.1.1 Head Office (EPS) 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. There will be 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 branches, shall conduct necessary engineering / safety verification regularly to identify the risks and carry out necessary rectification in consultation with District Manager / Head Office (EPS). The existing places where locker facility is being provided should also conform to such security standards. In case of hiring a new space/ shifting of the branch, EPS will ensure all the safety protocols in advance.
- 7.1.2 The area housing the lockers should remain adequately guarded at all times. The entry and exit of the strong room and the common areas of operation must be

covered 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 branch shall preserve the CCTV recording till the police investigation is completed and the dispute is settled. EPS/IT to ensure adherence to the CCTV norms. Data Centre shall create a storage space for the storage of the recorded CCTV footages for future use.

7.1.3 A Guard shall be deputed in every branch where there is a locker.

7.1.4 The security procedures shall be well-documented and the staff concerned shall be properly trained in the procedure. The internal auditors/DMs 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 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 In terms of the direction of Reserve Bank of India, the name of the Bank/Branch along with key number should be embossed on the locker key so as to facilitate its proper identification. The Branches may follow the operational guidelines for this purpose. Further, the custodian of the locker shall, regularly/periodically, check the keys maintained in the branch to ensure that they are in proper condition. Branches 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.

## **7.3 Locker Left open by the hirer**

7.3.1 The Branch Manager / Officer in charge of the locker room 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 Manager shall record the fact of not closing the locker properly in the register and its closure by the branch with the date and time. Further, the custodian of the locker room shall carry out a physical check of the locker room at the end of the day to ensure that lockers are properly closed, and that no person is inadvertently trapped in the locker room after banking hours.

a) At times the hirer may go out of Vault/Locker Room without properly locking his/her Locker. Even though the Bank has no knowledge of and takes no cognizance of the contents of the Lockers, following precautionary measures may be adopted to safeguard the contents in the interest of the hirer.

- b) The Branch officer/custodian should immediately contact the hirer and request him to come to the Bank/branch immediately with the Locker key. While calling him, no indication should be given to him about his unlocked Locker. Only when he/she comes to the branch he/she must be informed of the position and asked to check the contents of his/her Locker. A declaration should be obtained from him/her to the effect that the contents of the locker are verified and found correct.
- c) In case the hirer who has left his Locker unlocked and has also taken the Locker key with him is not immediately available then the contents may be listed in the presence of the Manager, cashier and 2 independent witnesses and the articles should be kept in a vacant Locker or in the safe in sealed cover/bag. When the hirer subsequently comes to the Branch, he/she must be asked to check the contents in the sealed cover/bag and certify in writing that the contents are intact.
- d) In case the Locker key has been left behind by the hirer in the Locker itself which he/she has not properly locked, then after following the above procedure the contents may be kept in the same Locker and may be locked with the help of the key left behind by the hirer. The locker key must then be left under the joint custody of the Manager & Accountant or Manager & Cashier. The key should not be left with the officer in charge of Locker who is holding the Master key. When the hirer subsequently comes to the Bank, he/she should be asked to check the contents of his Locker and certify in writing that the contents are intact.
- e) In addition to the above precautions, at the end of each working day, before closing the vault doors, the officer in charge of Lockers (CUSTODIAN) should first check that no one is still inside the Locker room (vault) and then should check with reference to the "Locker Access Register" all the Lockers which were operated during that day to ensure that they have been properly locked by the hirers and no article/valuables are left behind by the Locker hirers in the strong/Locker room.

#### 7.4 Valuable / articles found in the locker room :-

1. Some-times the Locker customer (hirer) by mistake or in a hurry, may leave certain valuable articles in the Locker room.
2. Such valuable articles found inside the Vault or "Safe Deposit Locker Room" must be kept under proper Safe Custody as per the following guidelines.
3. A Register with title "**Valuable Articles Found In The Locker Room**" should be maintained by the branch with the following columns:-

Date	Description of Valuables with Shop / Maker's name and address, if available	Signatures of Manager & Officer In-charge of Lockers

4. The valuable articles found inside the Locker room should be kept in a cover, which should be properly sealed with the date of finding the article noted on the cover. The Manager, Officer In-charge of Lockers and the cashier all will have to affix their full signatures on this cover.
5. Efforts should be taken, through discreet enquiries of all those Locker customers who operated their Lockers on that particular day, to trace the true owner of the valuable articles found inside the Locker room.
6. Excepting the Manager, Officer Incharge of the Locker and the cashier (if he/she is also included) no other staff in the branch should be allowed to know the details and description of the valuables found in the Locker room. Utmost secrecy should be maintained to ensure that the information does not leak out to anyone else.
7. The Manager will have to, in all such cases, inform the District Manager with copy there of endorsed to AGM (EPS) at Head Office, through a confidential letter in the Branch Letter Head, giving full particulars of date and time of finding the valuables inside the Locker room, their full description and number of items found. This letter must be prepared in "triplicate", first copy of which will be retained with the sealed cover, second copy will be kept in a separate file (which will be in the custody of the branch Manager only) maintained for this purpose titled as "Valuables/ Documents found inside Locker Room" and the third copy to be sent to the appropriate Officer at Head Office {e.g. AGM EPS}.
8. In case any claim is received or a reference to this loss is made by any of the Locker customers, the Manager will have to satisfy himself beyond any doubt that the person claiming is the genuine person. This should be possible if the person gives the correct description of each article he/she had misplaced in the Locker Room with the shop/maker from whom he/she had purchased them (if he/she is able to produce the purchase bill it will serve the purpose of identification of the articles).
9. An acknowledgement should be obtained from the hirer, in writing giving full descriptions of the articles received back by him.
10. At the time of releasing the articles to the hirer all necessary details should be recorded in the Register maintained for this purpose with the following columns.

Name & Address of the claimant	Description of articles found & now restored to the Locker hirer	Indemnity Bond dated	H.O. order dated	Date of releasing the articles to the claimant	Signature of the claimant	Compliance report sent to Head Office on	Initials of officers (Manager & Custodian)



## 7.5 Shifting of Locker Units

1. If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the branches 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, branches shall make efforts to intimate their customers suitably at the earliest.
2. Apart from giving a notice in the newspapers, a written intimation through registered post "**with acknowledgement due**" shall be sent to all the locker hirer(s) at least 60 days before the proposed date of shifting of the premises. In addition IT Support will send emails and SMS to all the registered email and contact numbers of the locker hirers, the Branches will insure intimating Data Centre for this.
3. In case of Joint Hirer(s), such written intimation/notice should be sent to all of them individually.
4. All, undelivered / returned covers containing the above notice should be kept unopened and preserved till such time the hirer visits the new premises to operate his/her locker.
5. In case some hirer(s) fail to turn up within the prescribed time, the Locker units with the contents should be shifted with the utmost care and in the presence of the custodian or a responsible bank staff.

## 7.6 Surrendering of Lockers

1. When a Locker is surrendered by the hirer, the Locker key should be collected from him. He has to sign in appropriate place in "Memorandum of Hiring"/"Locker Agreement Forums". Locker Rent should be collected, if not already collected, till date of surrender of Locker.
2. If the locker rent is collected in advance, in the event of surrender of a locker by a hirer, the proportionate amount of advance rent (tax already paid will be nonrefundable) collected shall be refunded to the hirer.
3. If the Locker is in joint names, then all the hirers should sign the Locker Agreement Form and also the letter informing the bank about their surrendering the Locker.
4. The lock of the surrendered Locker must be inter-changed with that of a vacant Locker. In case no vacant Locker is available in the branch then a spare lock should be procured from the company which supplied the Locker units and the same should be fitted in the surrendered Locker retaining the lock of that Locker as a spare one.

5. Only after changing the lock of the surrendered Locker the same shall be hired out to another customer.

## **7.7 Prohibitory orders**

1. Access should not be allowed to the hirer of a Locker on which a valid prohibitory order from a competent authority or a Court appointing a Receiver in respect of the Locker is received.
2. In event of the competent authority bringing an order for making an inventory of the contents of the Locker and accompanied by the hirer, the access of the Locker should be allowed. However, the hirer should be made to sign the Locker Access Register as usual.

## **PART VIII: BREAKING OPEN OF LOCKERS**

### **8.1 Grounds for Breaking open of Locker**

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 under any one of the following circumstances:

1. If the hirer loses the key and requests for breaking open the locker at her/his cost; or
2. 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
3. In the event of Termination Notice is served to the Customer and the Customer does not surrender and vacate the Locker after the end of the notice period stipulated under the Termination Notice; or
4. The Rent remains unpaid for 3 (three) consecutive years; or
5. The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7 (seven) years or more; and the Customer cannot be located by the Bank.

### **8.2 Standard Operating Procedure (SOP) for breaking open of lockers**

Breaking open of a Locker is an extreme step. It should not be resorted to without exhausting all available remedies. Prior permission should be obtained from District Manager / AGM for breaking open a Locker.

### 8.3 Breaking Open of lockers: Discharge of locker contents due to non-payment of locker rent

8.3.1 All rents to the Lockers are strictly payable in advance. On failure to pay the rents in advance (deposit notice & reminders) or to deliver possession of the Locker with key, the Branch will be at liberty to break open the Locker if the hirer fails to pay the rent for a period of more than **three years**.

8.3.2 For breaking open the Locker following procedure should be followed:

- a) Notice demanding the rent should be sent to the hirer who has failed to pay the rent for more than three years calling upon him/her to pay up the rent immediately.
- b) If the rent is still unpaid, at least three reminders should be sent at an interval of 10 days, through a registered post, email and mobile SMS.
- c) If even after the reminders the hirer does not pay up the rent; then issue a Termination Notice along with a Breaking Open Notice of 3 Months indicating therein to break open the locker. These Notices should be sent by a Registered Post with Acknowledgement due. In addition the branch will send an email on the registered email ID and also an SMS and/or WhatsApp to the registered Mobile no.
- d) If there is no response for the Registered letter the Branch should depute a responsible staff member to ascertain the following information of the hirer.
  - Latest address of the hirer,
  - Whether the hirer is available at this address, and
  - if not, what do the enquiries at the address reveal.

8.3.3 Now deleted

8.3.4 After expiry of this 3 months period, in case the hirer is untraceable or does not still show up to pay the rent then the branch shall issue a public notice of (3) three months in two newspaper dailies (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.

8.3.5 If the rent is still not paid within the Public notice period, then the Bank will break open the Locker in the presence of a Senior Officer of the District Office, Branch Manager and two independent witnesses.

8.3.6 After breaking open of locker, the contents if any shall be kept in sealed envelope with detailed inventory inside fireproof safe with double lock which should be under the joint custody of the Manager & another Officer/Cashier of the Branch 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 or court case in future. The fact should be recorded in a separate Register called "Register of Lockers Broke Open" which will be authenticated by both the custodians. Branches shall also ensure that the details of breaking open of locker are documented in CBS.

8.3.7 After breaking open the Locker due notice is to be sent to the concerned hirer in the following manner, a specimen of such notices as follows is given in the Annexures.

1. Locker found empty ( **Annexure-E** )
2. Locker found with articles (**Annexure-F**)

8.3.8 A report/inventory should be prepared and signed by all the persons in whose presence the Locker was broken open. A specimen of the report/inventory is given in the Annexure-G.

8.3.9 Now Deleted

8.3.10 Further, branches shall also record a video of the breaking 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.

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

8.3.11 Now Deleted

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

#### **8.4 Breaking of lockers due to loss of Keys: Discharge of locker contents at the request of customer**

Occasionally, lockers may be required to be broken due to loss of the key by the hirer. In such a scenario, the following procedure shall be followed;

1. If the key of the locker, supplied by bank is lost by the locker-hirer, the customer (locker hirer) shall notify the bank immediately.
2. The hirer of the locker shall submit an application (Annexure H) in this regard giving all particulars and proper recording of the fact of loss and written authorization by the customer for breaking open the locker must be obtained.
3. An undertaking may also be obtained from the customer that the key lost, if found in future, will be handed over to the bank.
4. In case of joint owners all the hirers shall sign the request.
5. The concerned branch shall inform concerned AGM / District Manager and take up the matter / call the supplier of the lockers. The opening of the locker has to be carried out by the bank's authorized technician only after proper identification of the hirer, proper recording of the fact of loss and written authorization by the customer for breaking open the locker.
6. The concerned locker may be broken in the presence of the Branch Manager and the hirer and shall obtain a certificate in this effect.
7. 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 shall be communicated to the locker hirer. The hirer shall pay the charges as are required to be paid to the supplier company for the purpose. A receipt from the supplier shall be obtained and kept in record.
8. The hirer may be provided some other locker if so available. However, on replacement of the locks the same locker may be re-allotted to the hirer but an acceptance letter may be obtained.
9. 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.

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

- 8.5.1 In case of attachment and recovery of the contents in a locker of a customer or the articles left by a customer for safe custody of the bank by any Authority acting either under the 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.
- 8.5.2 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.

- 8.5.3 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.
- 8.5.4 Branches 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.

### **8.6 Breaking open of Lockers: Discharge of locker contents if the locker remains inoperative for a long period of time**

- 8.6.1 If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the bank shall 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 8.3 above.

## **PART IX: COMPENSATION POLICY / LIABILITY FOR BANK**

### **9.1 Liability for Bank**

- 9.1.1 As per RBI's latest guidelines the bank owes responsibility 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.
- 9.1.2 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, branches shall adhere to the Master Directions on Frauds for reporting requirements about the instances of robberies, dacoities, thefts and burglaries issued vide HOGC 60/20018-19 dated 8<sup>th</sup> July 2008.

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

- 9.2.1 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. However it is the duty of the bank, to exercise appropriate care to the locker systems to protect the premises from such catastrophes.

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

- 9.3.1 It is the responsibility of bank to take all steps for the safety and security of the premises in which the safe deposit vaults are housed. It has the responsibility to ensure that incidents like fire, theft/ burglary/ robbery, dacoity, building collapse do not occur in the bank's premises due to its own shortcomings, negligence and by any act of omission/commission.
- 9.3.2 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 **banks' liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.**

## PART X: RISK MANAGEMENT, TRANSPARENCY AND CUSTOMER GUIDANCE

### 10.1 Branch Insurance Policy

The Bank shall have a branch 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.

### 10.2 Insurance of locker contents by the customer

Branches shall clarify to the customers that 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. Branches shall under no circumstances offer, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.

### 10.3 Customer guidance and publicity

The branches shall display the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on various aspects where locker facility is being provided by them for public viewing. The branches shall ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.

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

Branches shall make available to the concerned, 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).

-0-0-0-0-0-



**hpsc**

(Scheduled Bank)

हिमाचल प्रदेश राज्य सहकारी बैंक सीमित  
H.P. State Co-operative Bank Ltd.

Follow us on



@hpscblofficial



**REVISED SAFE DEPOSIT LOCKER AGREEMENT**

**THIS LOCKER AGREEMENT IS MADE BETWEEN THE BANK AND ITS CUSTOMER AT THE PLACE AND ON THE DATE AS STATED IN THE SCHEDULE HERETO (THE “AGREEMENT”).**

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

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

(The Bank and the Customer are each referred to as a “**Party**” and collectively as “**Parties**”)

**WHEREAS:**

- (A) The Customer being desirous to avail of safe deposit locker facility, has approached the Bank for such facility;
- (B) The Bank is agreeable to provide to the Customer the safe deposit locker facility subject to certain terms and conditions; and
- (C) The Parties have decided to enter into this Agreement to set out the understanding between them in this regard.

**IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:****1. LOCKER LICENCE**

1.1 The Bank as a licensor hereby grants to the Customer as a licensee, the licence to use the safe deposit locker, the details of which are more particularly described in the Schedule to this Agreement (hereinafter referred to as the “**Locker**”), subject to the terms and conditions as set out under this Agreement.

1.2 The Customer hereby accepts the license granted in terms hereof for fee as specified in the Schedule by way of rent (the “**Rent**”).

1.3 The license to use the Locker hereby granted is:

- (a) Personal and for the Customer’s own use and not for the use of any person other

than the Customer;

- (b) Non-transferable;
- (c) Only for legitimate purposes such as storing of valuables like jewelry and documents but not for storing any cash or currency;
- (d) Not for storing:
  - (i) arms, weapons, explosives, drugs and/ or any contraband material; and/ or
  - (ii) any perishable material and/ or radioactive material and/ or any illegal substance; and/or
  - (iii) any material which can create any hazard or nuisance to the Bank or to any of its customers.

1.4 The Customer shall have no right or property in the Locker other than the right to access and use the Locker in accordance with the terms and conditions specified under this Agreement.

1.5 The Customer shall be allowed to operate the Locker:

- (a) On a working day of the Bank during the specific time notified from time to time by the Bank for locker operation and in absence of such notification, during the business hours of the Bank. However, in the event of the Bank is not being able to operate for any reason beyond its control such as flood, riot, curfew, lockout etc., the Bank shall not have any obligation to allow operation of Locker;
- (b) After the Customer entering the details of such operation in the Bank's records in the form and manner as stipulated by the Bank; and
- (c) After the Customer provides identity proof, if so demanded by the Bank.

## **1 A. CUSTOMER'S RIGHTS**

- (a) The Customer shall have, subject to terms of this agreement, a right to use the Locker for keeping belongings and expect reasonable care by the Bank for protecting such belongings and in case of the Bank's failure to do so, avail of such remedies as may be available from time to time under the applicable law and regulations.
- (b) The Bank acknowledges the Customer's rights as may prevail from time to time under the applicable law and regulations.

## **2. CUSTOMER'S UNDERTAKINGS AND OBLIGATIONS**

2.1 The Customer shall:

- (a) Use the Locker only for the purpose for which it is provided and in accordance with applicable law and regulations;

- (b) Abide by rules and regulations for locker operation as the Bank may from time to time adopt;
- (c) Keep the key, password or any other identification mechanism provided by the Bank for opening of the Locker in a place of safety, not share the same with any other person and not allow the same to fall into hands of any other person, so as to save unauthorized use of the Locker;
- (d) Operate the Locker only using the key, password or any other identification mechanism provided by the Bank and not otherwise;
- (e) Not to tamper with or make a copy of key or any other identification mechanism provided by the Bank for operation of the Locker;
- (f) Inform the Bank forthwith in case of loss of the key, password or any other identification mechanism provided by the Bank for the operation of the Locker;
- (g) Return forthwith to the Bank in case of finding the key, password or any other identification mechanism provided by the Bank for the operation of the Locker, earlier having been reported to the Bank as lost;
- (h) Pay to the Bank the Rent when due and bear all costs incurred by the Bank for-
  - (i) Changing the lock and repairs to the Locker on the Customer's reporting of loss of key provided by the Bank; and
  - (ii) Breaking open of the Locker in terms of this Agreement.
- (i) Inform the Bank forthwith in case of the change of address of the Customer providing new address and contact details including phone number, email id, mobile number etc.

### **3. BANK'S RIGHTS**

#### **3.1 The Bank shall have a right to:**

- (a) Recover the Rent and any other cost incurred by the Bank in relation to the Locker to the debit of the Customer's account, in the event the same is not paid by the Customer, when due; and
- (b) Refuse access to the Locker-
  - (i) In case the rent due on the Locker remains unpaid; and
  - (ii) Customer fails to provide proof of identity when demanded by the Bank, at the time of seeking access to the Locker.

#### **3.2 Termination of License**

- 3.2.1 The Bank shall have, in the event of the Customer's breach of or default under this Agreement and/ or the Bank being of the view that the Customer is not co-operating

and/or complying with the terms and conditions of this Agreement, a right to terminate this Agreement and the license granted hereunder, after issuing to the Customer a prior written notice of not less than 3 (three) months by registered post or speed post (and also by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) (“**Termination Notice**”).

3.2.2 Upon receipt of the Termination Notice, the Licensor shall forthwith and before the end of the notice period stipulated under the Termination Notice surrender and vacate the Locker and handover the keys, password or any other identification mechanism and documents provided by the Bank for opening of the Locker, to the Bank.

### 3.3 **Breaking open of the Locker and dealing with its contents**

3.3.1 The Bank shall have a right to break open the Locker and deal with its contents in accordance with the provisions under this Agreement, the Bank’s internal policy (ies) and procedure(s) and the applicable laws and regulations, in case of any one or more of the following events-

(a) In the event Termination Notice in accordance with Clause 3.2.1 hereof is served to the Customer and the Customer does not surrender and vacate the Locker after the end of the notice period stipulated under the Termination Notice;

(b) The Rent remains unpaid for 3 (three) consecutive years;

(c) The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7 (seven) years or more; and the Customer cannot be located by the Bank; and

(d) If the Government enforcement agencies have approached the bank with orders from the Court or appropriate competent authority to seize lockers and requested for access to the lockers.

3.3.2 Before exercising the right to break open the Locker, the Bank shall send to the Customer a notice (in addition to the Termination Notice under Clause 3.2.1 above) in writing of not less than 3 (three) months by registered post/ speed post (and also by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) of the Bank’s proposed action of breaking open of the Locker (“**Break Open Notice**”).

3.3.3 Notwithstanding, anything contained under this Agreement the Bank shall take all possible efforts to contact the Customer by sending messages on mobile phone of the Customer, sending a personal messenger to the Customer’s address, making phone calls on the Customer’s land line/ mobile phone etc. before breaking open of the Locker.

3.3.4 In case the Termination Notice and the Breaking Open Notice as foresaid sent by the Bank is returned undelivered or the Customer is not found to be traceable despite the Bank having taken reasonable efforts including those stated under Clause 3.3.2 and 3.3.3 above, the Bank shall, before breaking open the Locker, issue a public notice of not less than 3 (three) months about the Bank’s intention to break open the Locker, in minimum 2 (two) newspapers (one in English and another in local language) in the

same location where the Customer resides as evidenced by the Customer's address as stated in the Agreement or as further communicated by the Customer to the Bank.

- 3.3.5 The breaking open of Locker would be done in the presence of a committee consisting of 2 (two) officers of the Bank and 2 (two) independent persons acting as witnesses. In the event of electronically operated Locker (including Smart Vaults), the use of 'Vault Administrator' password for opening of locker shall be assigned to a senior official and complete audit trail of access shall be preserved.
- 3.3.6 Upon breaking open of the Locker, having followed the procedure as set out above, the Bank shall prepare inventory of the contents of the Locker and get valuation of the contents done by the Bank's approved Valuer and the contents of the Locker shall be kept in sealed envelope along with detailed inventory inside a fireproof safe in a tamper-proof way.
- 3.3.7 In addition to the above, the Bank shall also record a video of the break open process together with inventory assessment and safe keep and preserve the same so as to provide evidence in case of any dispute or court case in future.
- 3.3.8 Furthermore, the Bank shall also ensure that the details of breaking open of locker is documented in the Bank's Core Banking System (CBS) or any other computerized system compliant with the Cyber Security Framework issued by RBI from time to time, apart from locker register.
- 3.3.9 Disposal of the articles of the Locker as recorded in the inventory prepared in the manner as stated in the paragraphs above, shall be done either by sale in public auction and the sale proceeds shall be applied first towards the Customer's dues to the Bank (including outstanding Rent, breaking open charges and any other dues) and balance be refunded to the Customer or held for the disposal at the order of the Customer.
- 3.3.10 Before sale of the contents of the Locker by conducting public auction, a notice of not less than 3 (three) months in writing by registered post/ speed post (and also by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) shall be issued by the Bank to the Customer about the intention of the Bank to auction the contents of the locker for recovery of the dues to the Bank. The said notice ("**Auction Notice**") shall contain the date, time and place of auction and a copy of the inventory of the contents of the Locker made in terms hereof.
- 3.3.11 The Bank at its sole discretion at the time of allotment of the Locker shall obtain Fixed Deposit as security towards the payment of Locker rent, taxes & break open charges from the Customer. The Bank shall have the right to lien & set off on the said Fixed Deposit in case of non-payment of the Locker rentals by the Customer.
- 3.3.12 In case the Locker remains inoperative for more than seven years and the Customer 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. Before breaking open the Locker and the bank shall follow the procedure as prescribed in the guidelines issued by the regulator from time to time.

#### **4. THE BANK'S DISCHARGE FROM OBLIGATIONS AND LIABILITY**

- 4.1 The Bank shall not be liable for in any case for deterioration or damage to the contents of the Locker whether caused by rain, flood, earthquake, lighting, civil disturbance or commotion, riot or war or in the event of any terrorist attack or by any other similar cause(s).
- 4.2 The Bank shall not be liable for any damage/ loss of contents of the Locker arising from any act that is attributable to the fault or negligence of the Customer whatsoever.
- 4.3 The Bank shall be discharged of its obligations and shall not be liable for any cost, loss or liability incurred by the Customer (including for any damage and/or loss of contents of Locker) in the event the Locker is broken open and its contents dealt with in keeping with the provisions of this Agreement.
- 4.4 Regardless of the above, the Bank's liability on the Locker shall always be subject to limitation under the applicable law and regulation.
- 4.4 The contents of the Locker shall in no manner be considered insured by the Bank, and the Bank shall not have any liability to insure the contents of the locker against any risk whatsoever.

#### **5. LAW AND JURISDICTION**

- 5.1. The Parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Agreement by direct negotiation.
- 5.2. However, all disputes, differences and claims arising under the Agreement shall be referred to Arbitration under Section 72, 73 of the HP State Cooperative Societies Act, 1968 (Act No.3 of 1969) to Registrar Cooperative Societies HP for decision and his decision shall be final and binding on the parties to this Agreement.
- 5.3. The hirer(s) shall have to become a B Class Nominal Member of the Bank.

#### **SCHEDULE**

<b>Place:</b>		<b>Date:</b>
<b>1. PARTIED TO THIS AGREEMENT</b>		
<b>1(A)</b>	<b>THE BANK</b>	Himachal Pradesh State Co-operative Bank Limited, registered under Cooperative Societies Act 1912 and having its Registered Office at No.1 Bank Building, The Mall, Shimla, operating through its branch as stated below.
	<b>BRANCH</b>	
<b>1(B)</b>	<b>THE CUSTOMER</b>	<b>NAME AND ADDRESS:</b>
		<b>1</b> <b>Name:</b> <b>Address:</b> <b>Email ID:</b> <b>Telephone Number:</b> <b>Mobile Number:</b>

		<b>2</b> <b>Name:</b> <b>Address:</b> <b>Email ID:</b> <b>Telephone Number:</b> <b>Mobile Number:</b>
		<b>3</b> <b>Name:</b> <b>Address:</b> <b>Email ID:</b> <b>Telephone Number:</b> <b>Mobile Number:</b>
<b>2</b>	<b>DESCRIPTION OF LOCKER</b>	<b>LOCKER NUMBER:</b>  <b>KEY NUMBER:</b>
<b>3</b>	<b>LOCKER RENT PER YEAR</b>	<b>Rs.(in figures):</b> _____ <b>Rupees(in words):</b> _____ (As may be revised from time to time) (Payable in advance)
<b>4</b>	<b>PERIOD OF LICENCE</b>	<b>1 (One) year from the date of this Agreement which at the end of such one year shall stand automatically extended for a further period of 1 (one) year every time unless terminated in terms hereof.</b>
<b>5</b>	<b>OPERATING MANDATE</b>	
<b>6</b>	<b>ANY OTHER TERM</b>	

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

<b>For the Customer</b>			
	<b>1</b>	<b>2</b>	<b>3</b>
<b>Signature</b>			
<b>Name</b>			
<b>Designation/ Capacity*</b>			

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

<b>For the Bank [Bank Name/ Branch Name]:</b>
Signature:
Name of the signatory:
Designation:

“शेड्यूलड बँक”

दि हिमाचल प्रदेश  
राज्य सहकारी बँक मर्यादित  
दि माल, शिमला - 171 001 (हिमाचल प्रदेश)

टेलीफोन : 0177 – 2804490, 91, 92 फॅक्स : 2804491, 93  
ई-मेल : info@hpscb.com



“SCHEDULED BANK”

THE HIMACHAL PRADESH  
STATE COOPERATIVE BANK LTD.  
The Mall, Shimla – 171 001 (Himachal Pradesh)  
Phone : 0177 – 2804490, 91, 92 Fax : 2804491, 93  
E-Mail : info@hpscb.com

Ref: StCB /BO/ / / 2023-24

Dated: April 2023

To,

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

Dear Valued Customer,

We are pleased to inform you that we have recently revised our locker agreement to better serve your needs and to ensure a secure and hassle-free banking experience for you in consonance and as required under the circular dated August 18, 2021, issued by the Reserve bank of India bearing number RBI/2021-2022/86 DOR.LEG.REC/40/09.07.005/2021-22, titled Safe Deposit Locker/Safe Custody Article Facility provided by the banks-Revised Instructions, as may be amended, modified, replaced and /or supplemented from time to time . In this regard, we kindly request you to visit our branch to sign the revised locker agreement at your earliest convenience but not later than **15<sup>th</sup> June 2023**.

We would like to highlight a few important points regarding the revised agreement:

- The revised agreement incorporates changes in the terms and conditions related to the usage of the locker facility.
- The revised agreement provides greater clarity on the responsibilities of both the bank and the locker holder.

To sign the revised agreement, please visit our branch and bring along a copy of your original locker agreement and your identification documents along with a stamp paper valued Rs. 100/- Our staff will assist you in completing the signing process and addressing any questions or concerns you may have.

We kindly request you to complete the signing of the revised agreement at your earliest convenience to avoid any inconvenience or interruption in your locker facility usage which shall cease to be operative after 31.12.2023 unless the revised agreement is signed.

Thank you for your continued patronage and trust in the HP State Cooperative Bank Ltd. We remain committed to providing you with the best services.

Sincerely,

(Branch Manager)  
The HP State Cooperative Bank Ltd.  
Branch Office - \_\_\_\_\_  
District \_\_\_\_\_  
Contact Number: \_\_\_\_\_



**"Annexure III"**

Cover Letter to be obtained from the Customers currently holding lockers

Place :

Date :

To,  
The Branch Manager,  
The HP State Cooperative Bank Ltd.  
Branch Office \_\_\_\_\_

Dear Madam/Sir,

Subject: Safe Deposit Locker No: \_\_\_\_\_

1. I/We have been granted by you the locker facility in terms of the agreement (earlier agreement) dated \_\_\_\_\_ executed by me/us.
2. In this connection, I/we enclose herewith and tender to you a new safe deposit locker agreement (as required under the circular dated August 18, 2021, issued by the Reserve bank of India bearing number RBI/2021-2022/86 DOR.LEG.REC/40/09.07.005/2021-22, titled Safe Deposit Locker/Safe Custody Article Facility provided by the banks-Revised Instructions, as may be amended, modified, replaced and /or supplemented from time to time) executed by me/us (New Agreement) in substitution and/or replacement of the Earlier Agreement.
3. I/We also expressly understand, acknowledge and agree in this connection that the terms and conditions as stated in the New Agreement shall henceforth apply to the locker facility and the New Agreement shall on and from the date of execution of the New Agreement prevail over the Earlier Agreement in its entirety.

Yours faithfully,

	1	2	3
Signature			
Name			
Designation/Capacity*			

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

**(Customer)**

Enclosure: New Agreement as above.