

UTTARAKHAND STATE CO-OPERATIVE BANK LTD. (ApexBank)

उत्तराखण्ड राज्य सहकारी बैंक लि० (शीर्ष बैंक)

(शैड्यूल्ड बैंक)

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Policy on Safe Deposit Locker Facility provided by the bank as per RBI guideline

**Approved by Board of Directors vide resolution No. 5(1)
in Board Meeting Dated 26-10-2021**

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Back ground:

Taking into consideration the various developments in the area of banking and technology, nature of consumer grievances and also the feedback received from banks and Indian Banks' Association (IBA), Reserve Bank of India has reviewed the guidelines/instructions issued on Safe Deposit Locker/Safe Custody Article Facility provided by the banks. The review also takes into account, the principles enumerated by the Hon'ble Supreme Court in 'Amitabha Dasgupta vs United Bank of India', (Judgment dated February 19, 2021 in CA No. 3966 of 2010). Accordingly, the Reserve Bank of India issued the detailed revised instructions on the above subject and advised to frame Board approved policy/ operational guidelines in this regard taking into account the revised instructions.

In conformity with the revised guidelines of RBI issued vide circular No. DOR.LEG.REC/40/09.07.005/2021-22 dated August 18, 2021, Uttarakhand State Co-operative Bank Ltd. (Apex Bank) has framed this revised Locker Policy along with operational procedures as applicable, which will come into force from the date of approval of the policy by the board and shall be applicable to both new and existing Safe Deposit Locker hirers of the bank.

Introduction:

Safe deposit lockers facility is one of the ancillary services extended by bank through branches. The relationship between the bank and the hirer of a locker is that of lessor and lessee.

PART I: Eligibility and Customer Due Diligence (CDD) for Lockers

1.1 Eligibility:

1.1.1 Safe deposit lockers may be hired to individual singly and / or two or more individuals jointly as well as to Firms, Limited Companies, Societies, Associations, Clubs, Trusts, etc.

1.1.2 The applicant is required to have a Savings/Current a/c with the Branch concerned.

1.2 Customer Due Diligence

1.2.1 The existing customers of a bank who have made an application for locker facility and who are fully compliant with the CDD criteria under the Master Direction

of RBI– Know Your Customer (KYC) Directions, 2016 (as updated from time to time) shall be given the facilities of safe deposit lockers subject to on-going compliance.

1.2.2 Locker-hirer(s) shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the bank suspects the deposit of any illegal or hazardous substance by any hirer(s) in the safe deposit locker, the bank shall have the right to take appropriate action against such hirer(s) as deemed fit and proper in the circumstances.

1.2.3 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.

PART II: Locker Allotment

2.1 Allotment of lockers shall be based on the duly filled in application by the prospective hirers on the printed format provided by the bank.

2.2 Lockers will be allotted by the branches on ‘first-come-first-serve’ basis.

2.3 Branches will maintain list of vacant lockers as well as a wait list for the purpose of allotment of lockers and will ensure transparency in allotment of lockers. All applications received for allotment of locker will be acknowledged and given a wait list number, if the lockers are not available for allotment.

2.4 Model Locker Agreement and its execution:

2.4.1 In conformity with these revised instructions of the RBI a model locker agreement has been framed as per **Annexure-I**. Branches shall enter into an agreement with the customer to whom the locker facility is provided, on this revised (model) locker agreement duly stamped as an agreement. The present Stamp Duty for agreement in Uttarakhand State is Rs.100/-.

2.4.2 This revised locker agreement shall be obtained in all cases of allotment of lockers invariably, from the date of approval of this policy.

2.4.3 In terms of the RBI directions, branches shall ensure to renew/ obtain afresh the revised locker agreements, as per this format, from all the existing locker hirer(s) latest by **September 30, 2022**.

2.4.4 A copy of the locker agreement in duplicate signed by both the parties {branch manager and locker hirer(s)} shall be furnished to the locker-hirer(s) to know his/her/their rights and responsibilities. Original Agreement shall be retained with the branch.

2.5 Locker Rent

2.5.1 Fixed Deposit as Security for Lockers:

2.5.1.1 At the time of giving the locker on hire, the branches shall obtain a minimum Security Deposit in the form of FDR from the hirer(s) for an amount sufficient enough to cover 3 years rent and the charges for breaking open the locker, in case of an eventuality.

2.5.1.2 The Security Deposit/Fixed Deposit will be kept under Bank's lien and an acknowledgement will be issued by the branches for the deposit to be kept as Security Deposit.

2.5.1.3 In cases where the locker is broken open by the branches for non-payment of locker rent, the Fixed deposit of the hirer/s, will be appropriated for recovery of expenses incurred by the Bank in (i) breaking open the locker, (ii) replacement of lock, and (iii) recovery of Bank's dues on account of (a) overdue locker rent, (b) penalty on overdue locker rent and (c) reasonable safe custody charges for keeping the contents in Safe Custody of the Bank.

2.5.1.4 Branches to note carefully that annual locker rent will be realised from the hirer(s) separately and the FDR as stated above will be kept by the bank as security deposit.

2.5.1.5 Fixed Deposit shall be returnable/ repayable to the hirer(s) when the locker is vacated with no arrears of rent or charges due by the hirer(s) and the key of locker is returned in good condition.

2.5.2. Recovery of rent from hirer(s):

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

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

2.5.2.3 Safe Deposit Locker rent will be payable in advance for one year and in the event of locker rent remaining unpaid, when due, the Bank will have the right to refuse access to the locker without prejudice to Bank's right to break open the locker.

2.5.2.4 The locker rent shall be collected in advance for one year and in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected may be refunded to the customer.

2.5.2.5 Locker rent will be decided by the Bank, depending on the size of the locker, from time to time and the existing hirers shall have to pay the rent as per the revision. A notice to this effect shall be displayed at the notice board of the branches. The amount of rent payable annually as well as the minimum Security Deposit, at present, is as under:

S. No.	Size of locker	Rent per annum	Minimum Security Deposit
1	Small	Rs.1,200+GST	Rs.15,000.00
2	Medium	Rs.1,500+GST	Rs.20,000.00
3	Large	Rs.2,000+GST	Rs.25,000.00

2.5.2.6 Besides locker rent Rs.500.00 one time registration charge is to be realised from the new locker hirer(s).

2.5.3. Penalty for delayed payment of locker rent: shall be as under:

S. No.	Overdue Period	Additional/penal Charge
1	First quarter	10% of locker rent+GST
2	Second quarter	20% of locker rent+GST
3	Third quarter	30% of locker rent+GST
4	Fourth quarter	40% of locker rent+GST
5	More than one year	Rs. 1,000.00+ GST over and above the actual cost incurred for breaking open of the locker (if required).

2.5.4. Permissible Concession in locker rent to staff/ retired staff:

In case the locker is hired in the name of the staff member or retired staff member, either singly or jointly with his / her spouse/ family member (with first name of staff/ retired staff member), a concession of 50% of the normal charges will be allowed in the locker rent. However, a staff/ retired staff member would be eligible to hire only one locker at concessional rent at any one branch of the bank.

PART III: Infrastructure and Security Standards

3.1 Security of the Strong Room/Vault:

3.1.1 All necessary steps shall be taken to ensure that the area in which the locker facility is housed is properly secured to prevent criminal break-ins.

3.1.2 Branches shall ensure to have a single defined point of entry and exit to the locker room/vault.

3.1.3 The place where the lockers are housed shall be secured enough to protect against hazard of rain / flood water entering and damaging the lockers in contingent situations.

3.1.4 The fire hazard risks of the area shall also be assessed and minimized. The bank, as per the policy, shall conduct necessary engineering / safety verification regularly to identify the risks and carry out necessary rectification.

3.1.5 As per the internal security policy, bank shall cover the entry and exit of the strong room and the common areas of operation under CCTV camera and preserve its recording for a period of not less than 180 days.

3.1.6 In case any customer has complained to the bank that his/her locker is opened without his/her knowledge and authority, or any theft or security breach is noticed/observed, the bank shall preserve the CCTV recording till the police investigation is completed and the dispute is settled.

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

3.1.8 If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the bank shall give public notice in two newspapers (including one local daily in vernacular language) in this regard and the hirers 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, bank shall make efforts to intimate their hirers suitably at the earliest.

3.2 Locker Standards:

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

3.2.2 While placing order for installation of new locker cabinet, it will be ensured that identification Code of the bank / branch is embossed on all the locker keys with a view to facilitating identification of lockers / locker ownership by law enforcement agencies in case of need.

3.2.3 Branches will ensure that identification Code of the bank / branch is embossed on all the existing locker keys for the purpose.

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

3.2.5 Bank 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.

PART IV: Locker Operations

4.1 Regular Operations by Customers:

4.1.1 The Hirer/s can operate the Safe Deposit Locker only on the Bank's working days and during the business hours of the Bank.

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

4.1.3 The branch shall maintain a record of all the locker-hirers, who have operated the lockers with the date and time (both check-in and check-out time) on which they have opened and closed the locker and obtain their signature in the attendance register kept with the branch for this purpose.

4.1.4 The officer 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 adequate privacy to the locker-hirers and shall allow the access to the locker room preferably one by one.

4.1.5 The hirer shall ensure before leaving the vault that nothing is left out of the Locker and the Locker is properly locked. The Bank shall not be responsible for any loss sustained by the Lessee/authorized person due to Lessee(s)/authorized person leaving any article outside the locker.

4.1.6 Hirer(s) in drunken state shall not be allowed to have an access to the vault nor will they be permitted to operate their lockers.

4.1.7 Hirer(s) is permitted to appoint a person (Authorized person) for operating the locker. However, Authorised person is not allowed to operate the locker after the death of the hirer(s).

4.1.8 Authorisation in favour of minors and blind persons, and by trustees, in favour of third parties is not permitted.

4.1.9 Locker holders are permitted to add or delete from the list of persons who can operate the locker or have access to their locker.

4.1.10 On receipt of any order from a competent Court restraining access to any one of the joint Lessees of the locker in individual capacity, the Bank shall have a right to refuse access to each and all of them and also to their authorized persons.

4.1.11 The hirer(s) is/are required to operate the locker at least once in every 6 months and if the locker remains un-operated for more than a year from the last date of operation then the Bank will have a right to cancel the allotment of locker by giving a notice for security reasons and treat the hirer(s) as defaulter, notwithstanding that the rent has been paid upto date.

4.1.12 The Bank will give due cognizance to the orders received from a competent Authority having Statutory powers for freezing/unfreezing of locker.

4.1.13 In terms of RBI directions, Bank, in due course of time, shall arrange to have a mechanism to send an email and SMS alert to the registered email ID and mobile number of the customer before the end of the day as a positive confirmation intimating the date and time of the locker operation and the redressal mechanism available in case of unauthorized locker access.

4.2. Internal Controls by branches

4.2.1 Whenever the locker is surrendered by the hirer, branches will ensure to inter change the locks.

4.2.2 The keys of vacant lockers shall be kept in sealed envelopes.

4.2.3 The duplicate master keys shall be deposited with another branch of the bank/ with branch of the other bank. There shall be proper record of joint custody of master keys.

4.2.4 Inspecting officials shall conduct verification of surrendered/vacant lockers and their keys at the time of periodical inspection of the branch and proper record shall be maintained as a proof of such verification.

4.2.5 Branches shall ensure that the Locker Register and the Locker Key Register are maintained in CBS or any other computerized system compliant with the Cyber Security Framework issued by the Reserve Bank. The Locker Register shall be updated in case of any change in the allotment with complete audit trails.

4.2.6 The in-charge of the locker operations at the branches shall check whether the lockers are properly closed post locker operation. If the same is not done, the lockers must be immediately closed and the locker-hirer shall be promptly intimated through e-mail, if registered or through SMS, if mobile number is registered or through letter so that they may verify any resulting discrepancy in the contents of the locker. The bank custodian shall record the fact of not closing the locker properly in the register and its closure by the bank with the date and time.

4.2.7 Further, in-charge of the locker operations at the branches 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.

PART V: Nomination Facility and Settlement of Claims

5.1. Nomination Facility

5.1.1 Bank offers nomination facility in case of safe deposit lockers in accordance with the provisions of section 45-ZE and 45-ZF read with section 56 of the Banking Regulation Act, 1949 and Co-operative Banks (Nomination) Rules, 1985.

5.1.2 Nomination facility is available in respect of lockers hired singly as well as jointly. In respect of lockers in joint names, nomination can be made only when the mode of operation is stipulated as 'Jointly'. When a locker is hired by two or more persons with mode of operation stipulated as 'Jointly', each hirer may appoint a nominee on his/her behalf.

5.1.3 It may be noted by the branches that for the various Forms SL1, SL1A, SL2, SL3 and SL3A (as given in the attachments) for Safe Deposit Lockers prescribed under 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.

5.1.4 The prescribed form of nomination or cancellation/variation of nomination, as the case may be obtained from hirer/s duly completed in all respects, which will be recorded in a register maintained with the Bank and an acknowledgement, be given to the hirer. Such acknowledgement shall be given to all the hirers irrespective of whether the same is demanded by the customers or not.

5.1.5 Nomination, cancellation or variation in existing nomination can be made either at the time of hiring of the locker or subsequently at any time during occupancy of the locker.

5.1.6 A passport size photo of the nominee attested by the hirer(s) may be obtained from the hirer(s), at his/her option and preserved in the records.

5.1.7 In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed by the branches.

5.1.8 Where the hirer/s prefers not to nominate, the same will be recorded in the application form.

5.1.9 Nomination facility on safe deposit lockers shall be extended by the Bank to release the contents to the nominee of the Hirer, in the event of death of hirer. If the locker is held jointly and one of the hirers dies, the contents can only be removed jointly by the nominee and survivors.

5.2. Benefits of nomination / survivorship clause:

5.2.1 Branches are advised to give wide publicity by providing guidance to locker-hirers on the benefits of the nomination facility and the survivorship clause whenever they visit the branch for operation of Safe Deposit Locker.

5.2.2 Branches are advised to put a notice at the Notice Board that in the event of the death of one of the joint locker holders, the right to the contents of the locker does not automatically devolve on the surviving joint locker holder, unless there is a survivorship clause.

5.3. Access to the safe deposit lockers to Survivor(s) / Nominee(s) / Legal heir(s) and settlement of claim

5.3.1 Death of the hirer:

5.3.1.1 Notice of knowledge of the death of a hirer or a surviving hirer in the case of 'E or S' hirers will be recorded in the Locker Register with date and source of information under the initials of an officer.

5.3.1.2 As a further precaution, a slip reading 'hirer deceased' will be pasted on the locker.

5.3.1.3 Thereafter access to the locker should be allowed as per the procedure given below:

5.3.2 Access to the safe deposit lockers (with survivor / nominee clause):

5.3.2.1 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 as per Annexure III.

5.3.2.2 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 branches 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 as per Annexure III.

5.3.2.3 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.

5.3.2.4 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;**
- 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; and**
- 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.

5.3.2.5 Section 45 ZE of the B.R Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. 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, branches 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 and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.

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

5.3.2.7 The access given to the survivor(s) / nominee(s), subject to the foregoing conditions, would constitute a full discharge of the bank's liability. In such cases, therefore, while giving access to the survivor(s) / nominee(s) of the deceased locker hirer branches shall avoid insisting on the production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), unless there is any discrepancy in nomination. In this regard, branches shall take note of the procedure given under para 5.3.2.4 a, b, c above.

5.3.2.8 Time limit for settlement of claims: On completion of all the formalities branches shall ensure to 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 hirer(s) and suitable identification of the claimant(s) with reference to nomination, to the bank's satisfaction.

5.3.2.9 Bank shall report to the Customer Service/ Grievances Committee of the Board, at appropriate intervals, on an ongoing basis, the details of the number of claims received pertaining to deceased locker-hirers and those pending beyond the stipulated period, with reasons therefor. Customer Service/ Grievances Committee of the Board of the bank 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.

5.3.3 Access to the safe deposit lockers (without survivor/nominee clause)

5.3.3.1 There is an imperative need to avoid inconvenience and undue hardship to legal heir(s) of the locker hirer(s). 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, the bank, while observing the provisions of Sections 45 ZE to 45 ZF of the Banking Regulation Act, 1949 and the Co-operative Banks (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act will adopt a customer-friendly claim procedure, as follows, for giving access to legal heir(s) / legal representative of the deceased locker hirer:

5.3.3.1.1 The heirs should produce the death certificate of the Locker Holder. This should be registered in the books of the branch. The locker should be sealed with the Bank's seal and a note to this effect should be made in all the registers, CBS system as well as in the Locker Card.

5.3.3.1.2 Legal heirs may be allowed to open the Locker for the limited purpose of taking an inventory of the contents of the Locker.

5.3.3.1.3 The Locker is to be opened and sealed again only in the presence of the claimant(s), the claimant's lawyer, the Branch Manager / Officer-in-Charge of the Lockers and the Bank's Lawyer. Where an inventory is to be taken in terms of a court order, it should be done in the presence of (i) the court's representative (ii) the claimant(s) to the contents of the locker held by the deceased renter (iii) the valuer and (iv) two officers of the Branch.

5.3.3.1.4 The locker card should be taken out of the card folder and kept carefully in a separate file.

5.3.3.1.5 The inventory should be recorded in the format as per Annexure III signed by all the persons stated above. After making an inventory, care should be taken to redeposit all the contents in the said locker and to seal the locker.

5.3.3.1.6 The person claiming to be the heir should then obtain a legal representation, such as Letters of administration/Probate from a competent court.

5.3.3.1.7 A succession certificate does not entitle the holder to receive the contents of the Locker, i.e. cash, ornaments, jewellery. Only shares, securities, Insurance Policies kept in the Locker can be delivered if so mentioned in the succession certificate. The claimant should be advised to obtain Letter of Administration / Probate from the Competent Court to claim the articles kept in the Safe Deposit Lockers. Till this formality is completed, the Locker should not be opened again.

5.3.3.1.8 Since obtaining legal representation involves cost as well as time, the branches may, therefore, in appropriate and deserving cases may settle the claim without production of legal representation when legal heirs undisputedly desire the Bank to settle the claim without production of legal representation. The claim is to be processed as per the check list of the documents given hereunder and after obtaining an affidavit cum bond of indemnity as per the format given as Annexure IV.

The contents of locker may then be released after making inventory as per prescribed format and acknowledgement of receipt of articles (Annexure III).

5.4 Further, in case the nominee(s) / survivor(s) / legal heir(s) wishes to continue with the locker, branches may enter into a fresh contract with nominee(s) / survivor(s) / legal heir(s)/legatees and also adhere to KYC norms in respect of the nominee(s) / legal heir(s). Branches are not required to open sealed/closed packets found in locker while releasing them to the nominee(s) and surviving locker hirers.

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

5.6 Settlement of claim in various types of Operational Instructions (as discussed above) a tabular presentation

5.6.1 Lockers-With Nomination:

Locker in the name of	Operational instructions	Nominee	Situation	What is to be done
A	Self	X	X dies	A can change the nomination
A	Self	X	A dies	X will be given access to the locker and liberty to remove contents
A, B	Jointly	X	A dies	B & X will be given access to the locker and liberty to remove contents jointly
A, B	Jointly	X	B dies	A & X will be given access to the locker and liberty to remove contents jointly
A, B	Jointly	X	A & B dies	X will be given access to the locker and liberty to remove contents
A, B	Jointly	X & Y	A dies	B along with X & Y will be given access to the locker and liberty to remove contents jointly
A, B	Jointly	X & Y	B dies	A along with X & Y will be given access to the locker and liberty to remove contents jointly
A, B	Jointly	X & Y	A & B dies	X & Y jointly will be given access to the locker and liberty to remove contents

5.6.2 Lockers-Without Nomination:

Locker in the name of	Operational instructions	Situation	What is to be done
A	Self	A dies	Legal heirs of A (or any of them mandated by all of them) will be given access to the locker and liberty to remove contents
A, B	Either or Survivor	A dies	B will be given access to the locker and liberty to remove contents
A, B	Either or Survivor	B dies	A will be given access to the locker and liberty to remove contents
A, B	Either or Survivor	A & B dies	Legal heirs of A & B (or any of them mandated by all legal heirs) will be given access to the locker and liberty to remove contents
A, B	Jointly	A dies	B and Legal heirs of A (or any of them mandated by all legal heirs) will be given access to the locker and liberty to remove contents
A, B	Jointly	B dies	A and Legal heirs of B (or any of them mandated by all legal heirs) will be given access to the locker and liberty to remove contents
A, B	Jointly	A & B dies	Legal heirs of A & B (or any of them mandated by all legal heirs) will be given access to the locker and liberty to remove contents

5.7 Checklist of Documents:

Requisite Documentation with various locker hiring patterns & Nomination status:

Locker Holding	Nomination	Documentation
Single Hirer	With Nomination	• Set A
	Without Nomination	• Set B
Joint Hirer (without Survivorship)	With Nomination	• Death of One/More/all hirer - Set A
	Without Nomination	• Death of One/More/all hirer - Set B
Joint Hirer (with Survivorship)	With Nomination	• Nomination not allowed for joint lockers with Survivorship clause
	Without Nomination	• Death of One/More hirer - Set A • Death of all hirer - Set B

Sets of list of Documents as per Locker holding pattern & Nomination status:	
Set A	<ul style="list-style-type: none"> ➤ Application for deceased claim by claimant(s) – Annexure II ➤ Identity and address proof of the claimant(s) ➤ Death certificate issued by municipal authorities/government department. The photocopy is to be retained and original must be verified by the Bank Officer ➤ Inventory list (Annexure III)
Set B	<ul style="list-style-type: none"> ➤ Application for deceased claim by claimant(s) – Annexure II

	<ul style="list-style-type: none"> ➤ Identity and address proof of the claimant(s) ➤ Death certificate issued by municipal authorities/ government department. The photocopy is to be retained and original must be verified by the Bank Officer ➤ Documentary proof of Legal Heir(s) – (a Probated Will OR Succession Certificate OR Letter of Administration issued by court of competent jurisdiction in India) ➤ Inventory list (Annexure III) ➤ Affidavit cum Indemnity bond (Annexure IV) - In case the claim is settled without intervention of the Court.
--	--

PART VI: Closure and Discharge of locker items

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

6.1.1 If the hirer loses the key and requests for breaking open the locker at her /his cost; or

6.1.2 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

6.1.3 If the bank is of the view that there is a need to take back the locker as the locker hirer is not co-operating or not complying with the terms and conditions of the agreement.

6.2. Discharge of locker contents at the request of customer due to loss of key

6.2.1 If the key of the locker, supplied by bank is lost by the locker-hirer, the locker hirer shall notify the branch immediately.

6.2.2 An undertaking shall also be obtained from the locker hirer that the key lost, if found in future, will be handed over to the bank.

6.2.3 All charges for opening the locker, changing the lock and replacing the lost key shall be recovered from the hirer. The charges applicable for replacement of lost keys shall be communicated to the locker hirer.

6.2.4 The opening of the locker must be carried out by the branches through the authorized technician of the supplier of locker cabinet 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.

6.2.5 The operation shall be done in the presence of the locker hirer(s) and an authorized official of the bank.

6.2.6 It is to be ensured by the branch 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(s) during the break-open or restoration process.

6.3. Attachment and recovery of contents in a Locker by any Law Enforcement Authority

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

6.3.2 The branch shall verify and satisfy itself about the orders and the connected documents received for attachment and recovery of the contents in a locker.

6.3.3 The locker-hirer (s) shall be informed by letter as well as by email/SMS to the registered email id/mobile phone number that the competent Authorities have approached for attachment and recovery or seizure of the locker.

6.3.4 An inventory (Annexure III) of the contents of locker and articles seized and recovered by the Authority shall be prepared in the presence of such Competent Authorities, two independent witnesses and an officer of the bank and shall be signed by all. A copy of the inventory shall be forwarded to the customer to the address available in the bank's records or handed over to the hirer(s) against acknowledgement.

6.3.5 Branch shall also record a video of the break-open process and the inventory assessment, wherever legally permissible, and preserve the video to produce as evidence in case of any dispute or Court or fraud case in future.

6.4. Discharge of locker contents by bank due to non-payment of locker rent

6.4.1 Bank possesses 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.

6.4.2 The branches shall ensure to send due notices 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.

6.4.3 Before breaking open the locker, the branch shall give due notices to the locker-hirer through letters and through emails and SMS alerts to the registered email id and mobile phone number.

6.4.4 If the letter is returned undelivered or the locker-hirer is not traceable, the branch shall arrange to issue public notice in two newspaper dailies (one in English and another in local language) giving reasonable time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond.

6.4.5 The locker shall be broken open in the presence of an officer of the branch and two independent witnesses. Further, branch shall also record a video of the break open process together with inventory assessment (Annexure III) and its safe keep and preserve the same so as to provide evidence in case of any dispute or Court case in future.

6.4.6 Bank shall also ensure that the details of breaking open of locker are documented in CBS or any other computerized systems compliant with the Cyber Security Framework issued by RBI, apart from locker register.

6.4.7 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 hirer claims it. A record of access to the fireproof safe shall invariably be maintained.

6.4.8 While returning the contents of the locker, the branch shall obtain acknowledgement of the hirer on the inventory list to avoid any dispute in future.

6.4.9 Branch shall ensure that the inventory prepared after breaking open of the locker and during settlement of claims, is in the appropriate form as per Annexure III.

6.4.10 Further, branch shall not open sealed/closed packets found in locker while releasing them to the nominee(s) and surviving locker hirers, unless required by law.

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

6.5.1 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.

6.5.2 Before breaking open the locker, the branches shall follow the procedure as prescribed in paragraph 6.4.5 to 6.4.10 above.

6.6. Surrender of Locker:

6.6.1 Locker can be surrendered by the hirer/s without any damage, at any time during the contract period through a written application and handing over of keys to the branch officials.

6.6.2 Lockers are to be surrendered only on the basis of written request from the customer (in person) duly signed by all locker holders.

6.6.3 The request letter should clearly state that the locker has been vacated and all the contents have been removed.

6.6.4 Bank can also request for surrender of locker with due notice.

6.6.5 Surrender of the locker after expiry of the lease period, will be allowed on payment of arrears of locker rent, at the stipulated rate/penalty structure.

PART VII: Compensation Policy / Liability for Bank

7. Liability of bank

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

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

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

Bank shall take all possible steps for the safety and security of the premises in which the safe deposit vaults are housed. Bank shall ensure that incidents like fire, theft/ burglary/ robbery, dacoity, building collapse do not occur in the bank's premises due to its own shortcomings, negligence and by any act of omission/commission. As bank cannot claim that it bear no liability towards its 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, as per the direction of RBI, shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

PART VIII: Risk Management, Transparency and Customer Guidance

8.1 Branch Insurance Policy

Bank, with the approval of the Board, shall have an annual 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.

8.2 Insurance of locker contents by the customer

As Bank does not keep a record of the contents of the locker or of any articles removed therefrom or placed therein by the customer, it would not be under any liability to insure the contents of the locker against any risk whatsoever. Bank shall under no circumstances offers, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.

8.3 Customer guidance and publicity

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

8.3.2 Bank shall display updated information on all kinds of charges for safe deposit lockers on its website.

8.3.3 Bank shall place on its website, the instructions together with the policies / procedures put in place for giving access of the locker to the nominee(s) / survivor(s) / legal heir(s) of the deceased locker hirer. Further, a printed copy of the same shall also be given to the nominee(s) / survivor(s) / legal heir(s).

(IRA UPRETI)
Managing Director

(DAN SINGH RAWAT)
Chairman

**Agreement for Safe Deposit Locker
(Modified)**

(To be stamped as an agreement)

Place

Date

Uttarakhand State Co-operative Bank Ltd., a Co-operative Bank registered under Uttarakhand State Co-operative Societies Act, 2002 carrying on the business of banking and having its Head Office at Administrative Building , Nainital Road, Haldwani District-Nainital-263139, hereinafter called the Bank, which term shall mean and include its successors and assigns agrees to let out on hire and

(1) Sri/Smt..... son/daughter/wife of
aged about residing at

(2) Sri/Smt..... son/daughter/wife of
aged about residing at

hereinafter called the Hirer / Hirers, which term wherever the context so requires or admits shall include his/ her / their heirs, legal representatives, executors, administrators and assigns, agrees/agree to take on hire, subject to the terms and conditions endorsed herein, the Bank's safe deposit locker No..... in Unit..... (Size/Type.....) for months from this day at a rental amount of Rs..... payable in advance.

The said lease will continue at the same periodical rent or at the rent prevailing from time to time which shall be payable in advance unless and until determined in accordance with the terms and conditions set out below.

1. The Safe Deposit Vault will remain open on all working days of the Bank during ordinary banking hours and will remain entirely closed on all bank holidays. The Services shall not be available on half yearly/annual closing days also.
2. The hirer(s) shall have no right of property in the locker but only exclusive right of use thereof and access thereto during the period of agreement and in accordance therewith. The hirer(s) shall not assign or sublet the locker or any part of it.
3. Locker can be hired by a person either in his / her sole name or in the name of himself / herself jointly with one or more persons. In the case of sole hirer, the hirer only, and in the case of joint hirers any one of them shall have access to the locker, unless instructions to the contrary are given in writing by all the joint hirers. Access may also be permitted to a duly appointed agent of the hirer or of joint hirers together, provided that the authority in favour of such agent is duly recorded in the books of the Bank and in the case of joint hirers such authority may be revoked by any one of them at any time.
4. Lockers shall be used only for deposit of valuables or other properties and on no account should the hirer(s) deposit any property of an explosive and destructive nature, weapons and/or any other items/things prohibited under law, in the lockers. A hirer(s) who commits a

breach of this condition will be held liable for all losses or damages which the Bank might thereby incur.

5. Locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the bank suspects the deposit of any illegal or hazardous substance by any hirer/s in the safe deposit locker, the bank shall have the right to take appropriate action against such hirer/s as deemed fit and proper in the circumstances.
6. In the event of the death of one of the joint locker-hirers,
 - a) the right to the contents of the locker does not automatically devolve on the surviving joint locker-hirer(s), unless there is a survivorship clause,
 - b) the survivors or the survivor of them according to the instructions given to the Bank by all the hirers-including the deceased and recorded by the Bank in the life time of the deceased shall be entitled, after proving such death to the satisfaction of the Bank to have access to the locker,
 - c) the heirs or representatives of the deceased shall have no power to cancel or vary such instructions and shall not be recognised by the Bank except under the orders of a court of competent jurisdiction.
7. In the case of death of a sole hirer or the last survivor of the joint hirers, the Bank may permit, in the absence of nominee/s, any person or persons claiming to be his legal representative(s) and whose rights have been established to the satisfaction of the Bank to inspect the contents of the locker and on the registration of the succession certificate or other proof of title / power to deal with the contents of the locker and be deemed to be hirer of such locker in the place of the deceased.
8. The hirer(s) at the time of allotment of locker, shall place a Fixed Deposit as security under Bank's lien for an amount as decided by the Bank that would cover 3 years rent and the charges for breaking open the locker in case of an eventuality. Fixed Deposit shall be returnable/ repayable to the hirer/s when the locker is vacated with no arrears of rent or charges due by the hirer(s) and the key of locker is returned in good condition. If the rent is overdue continuously for three years Bank shall have the discretion to break open the locker and release the contents of the locker as per law and overdue rent and break open charges of the locker shall be realised from the proceeds of the security deposit.
9. Rent for the locker is payable strictly in advance for a minimum period of one year. The Bank is entitled to revise the rent during the lease period and whenever there is such revision, the hirer(s) agrees to pay the additional rent proportionately for the unexpired period of lease from the succeeding month. The Bank reserves the right of refusing access to the locker in the event of the rent not being paid when due, whether the same is demanded or not.
10. The lease of a locker will terminate at noon of the date of expiry of the lease when the hirer(s) shall deliver the key of the locker to the Bank.
11. The hirer(s) may terminate the agreement on giving to the Bank seven days' notice during the currency of lease but before the date on which the agreed period of lease terminates, of such intention and the key of the locker shall in such a case be delivered by the hirer(s) to the Bank during working hours on the day of termination of the lease.
12. If notice as aforesaid was not given and the key was not returned, the hiring of the locker shall be considered renewed on same terms and conditions as agreed hereto but this condition is without prejudice to the rights of the Bank, accrued in the mean time.

13. Without prejudice to any remedy which the Bank may have against the hirer(s), all rights to the use of the locker shall, at the option of the Bank, be forfeited upon non-payment of the rent whether the same shall be demanded or not, and/or upon breach of any of the conditions hereof by the hirer(s) and the Bank shall be at liberty to break open the locker without being liable for any loss or damage caused to the contents thereby.
14. If the Bank decides to break open the locker, the inventory of the contents of the locker prepared by the officer of the Bank at the time of breaking open the locker shall be conclusive and binding on the hirer(s). In such cases, the Bank may at its discretion either forward the contents to the hirer to the last address recorded at the Bank, by insured post parcel or by any other means at the risk and responsibility of the hirer(s) or may remove the contents to another safe place as the Bank may think fit or/and the Bank is also at liberty to auction all or any part of the contents and appropriate the proceeds thereof towards the arrears of rent and also the cost of breaking the locker and repairs thereto.
15. If the key of the locker is lost by the hirer(s), the Bank should be notified without delay. Charges for opening, changing the lock and restoring the locker to its original condition shall be payable by the hirer(s).
16. Any work to be done to the locker shall be done exclusively by the Company authorised by the Bank.
17. The Bank will not be responsible for any damage or loss to the articles in the lockers as a result of any act or war or civil commotion or natural calamities or Acts of God like earthquake, floods, lightning and thunderstorm or any act that is attributable to the fault or negligence of the hirer(s) while operating the locker such as dropping down the valuables or by failing to place the valuable(s) inside the locker absentmindedly etc.
18. As Bank does not keep a record of the contents of the locker or of any articles removed therefrom or placed therein by the hirer(s), it would not be under any liability to insure the contents of the locker against any risk whatsoever. However, hirer(s) may, in their own interest, insure any item of value deposited in safe deposit locker with the Bank.
19. In his own interest the hirer(s) shall keep the key of the locker in a place of safety; the hirer(s) shall not divulge the number of the locker and also shall not deliver the key to any person other than his agent with due authorisation.
20. During extraordinary contingencies like war, riots, floods etc., the Bank reserves the right of closing the safe deposit vault for such time as it may consider necessary.
21. The Bank also reserves the right of making changes in the opening and closing hours of the vault without any previous intimation except by exhibiting the same in the Bank's Notice Board.
22. The hirer(s) shall immediately notify the Bank of any change in his/her address. Any notice or communication sent by post to the last registered address of the hirer(s) shall be considered to have been duly served.
23. The relationship between the Bank and the hirer(s) is that of a lessor and lessee and not that of a banker and customer.
24. The hirer(s) agrees to abide by such rules and regulations / Terms and Conditions as the Bank may adopt from time to time.
25. The Bank reserves the right to terminate the lease of the locker on breach or violation of any of these rules / Terms by the hirer(s) on giving one-month notice and also without assigning any reason.

**Annexure II - Application Form
Deceased Locker**

To,
The Branch Manager,
Uttarakhand State Co-operative Bank Ltd,
_____ Branch

Dear Sir,

Re: Deceased Locker
Late Shri / Smt. _____
Locker No(s). _____

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

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

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

Father: _____

Mother: _____

2. Religion of the deceased: _____

3. Details of living family members. If Hindu Undivided Family, the name and address of the Karta and Co-parceners with their respective ages.

S. No.	Full Name	Age (in years)	Occupation	Address	Relationship with Deceased
1					
2					
3					
4					
5					
6					

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

(i)

(ii)

(iii)

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

1. Death Certificate (Original + 1 photocopy) issued by:
2. Letter of Indemnity
3. Other documents of identity and address proof as detailed by branch

I/We request you to deliver the articles held in the locker of the above named deceased to..... on my/our behalf.

I/We hereby solemnly affirm that there is no order from competent court restraining delivery of articles to claimant(s) and the above statements are true and correct to the best of my/our knowledge and belief.

Yours faithfully,

Place:

Date:

Signature of Claimant(s)

Full Name	Signature

Annexure III –

Form of Inventory of Contents of Safe Deposit Locker Hired from
Uttarakhand State Co-operative Bank Ltd.
(Section 45ZE (4) of the Banking Regulation Act, 1949)

The following inventory of contents of Safe Deposit Locker No. _____ located in the Safe Deposit Vault of Uttarakhand State Co-operative Bank Ltd. _____ Branch at _____.

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

* hired by Shri/Smt. (i) _____ (deceased)

(ii) _____ Jointly

(iii) _____

was taken on this _____ day of _____ 20____.

S.No.	Description of Articles in Safety Locker	Other Identifying Particulars, if any

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

- *Who produced the key to the locker OR
- *By breaking open the locker under his/her/their instructions.

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee) _____
Address _____ (Signature)

or

Shri/Smt. _____ (Nominee) _____
Address _____ (Signature)

And

Survivors of joint hirers

Shri/Smt. _____
Address _____ (Signature)

Shri/Smt. _____
Address _____ (Signature)

2. Two Witnesses with name, address and signature:

(i) Shri/Smt. _____
Address _____ (Signature)

(ii) Shri/Smt. _____
Address _____ (Signature)

ACKNOWLEDGEMENT

* I, Shri/Smt. _____ (Nominee)

* We, Shri/Smt. _____ (Nominee),

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

Shri/Smt. _____ (Nominee) Signature _____

Place _____ Date _____

Shri/Smt. _____ (Survivor) Signature _____

Place _____ Date _____

Shri/Smt. _____ (Survivor) Signature _____

Place _____ Date _____

Note:

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

(*Delete whichever is not applicable)

Annexure IV - Affidavit cum Indemnity Letter
In respect of contents of safe deposit locker of deceased person
 (To be stamped with the duty payable for affidavit & Indemnity bond)

I/We Shri/ Smt/Km.....
 (name/names of the claimants),
 (s/o, w/o, d/o),.....
 aged.....,
 address,

do hereby solemnly affirm and state as follows:

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

No.	Name	Age	Relationship to the deceased
1			
2			
3			
4			
5			

3. I/We further state that the deceased was holding a Locker (hereinafter referred to as “the Locker”) (specify the Locker details) _____ in _____ branch of Uttarakhand State Co-operative Bank Ltd. (herein after referred to as “the Bank”).
4. I/We affirm that I/We am/are the sole legal heirs of the deceased who are entitled to receive belongings to the deceased.
5. I/We have requested the bank to hand-over contents of the safe deposit locker to Shri/Smt. _____ being one of the legal heirs for and on behalf of all the legal heirs.
6. I/We are aware that the Bank has agreed to settle our claims relying on this affidavit and I/We undertake and agree to indemnify the bank in respect of such delivery of the contents of items of safe deposit locker against any claim made by any person for the contents of items in the Locker of the deceased.
7. I/We for ourselves and my/our respective heirs, executors and administrators jointly and severally agree, affirm and undertake that the bank, its successors and assigns and its managers, agents, officers and servants and their respective estates and effects are and shall from time to time and at all times hereafter be kept safe and saved harmless and indemnified for and in respect of such delivery of contents kept in the locker and against all actions, losses, cost, charges, expenses and demands whatsoever in respect of the said delivery of the contents of items in safe deposit locker.

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

Signatures(s) of deponents (Claimants)

Signature of Witness

Affidavit to be attested by Notary Public.

FORM SL 1

Nomination under Section 45ZE read with section 56 of the Banking Regulation Act, 1949 and rule 4 (1) of the Co-operative Banks (Nomination) Rules, 1985 by sole hirer in respect of safety locker

I,
(Name & Address) nominate the following person to whom in the event of my death, the Branch Manager Uttarakhand State Co-operative Bank Ltd. Branch may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below:

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

Place:

Date:

Name (s), signature (s) and address(es) of witness(es)

Signature / Thumb impression
of hirer

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

FORM SL 1A

**Nomination under Section 45ZE read with section 56 of the Banking Regulation Act, 1949
and rule 4 (2) of the Co-operative Banks (Nomination) Rules, 1985 by joint hirers
in respect of safety locker**

We... ..
and... ..
(Name(s) & Address(es) nominate the following person(s) to whom in the event of death of one or more of us, the Branch Manager Uttarakhand State Co-operative Bank Ltd.
Branch may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below, jointly with the survivor or survivors of us:

Locker			Nominee(s)			
Nature of	Distinguishing mark or No.	Additional details, if any	Name	Address	Relationship with hirer, if any	Age

Place:

Date:

Name (s), signature (s) and address(es) of witness(es)

Signature / Thumb impression(s)
of hirers

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

FORM SL 2

Cancellation of Nomination under Section 45ZE and 52 read with section 56 of the Banking Regulation Act, 1949 and rule 4 (5) of the Co-operative Banks (Nomination) Rules, 1985 in respect of safety locker

I/ We... ..
 and... ..
 (Name(s) & Address(es) hereby, cancel the nomination(s) made by me/ us in favour of

 (name (s) & address(es) in respect of the safety locker, the particulars whereof are given below:

Locker			Nominee (s)			
Nature of	Distinguishing mark or No.	Additional details, if any	Name	Address	Relationship with hirer, if any	Age

Place:

Date:

Name (s), signature (s) and address(es) of witness(es)

Signature / Thumb impression(s)
of hirers

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

FORM SL 3

**Variation of Nomination under Section 45ZE and 52 read with section 56 of the Banking Regulation Act, 1949 and rule 4 (6) of the Co-operative Banks (Nomination) Rules, 1985
by sole hirer in respect of safety locker**

I (Name & Address) cancel the nomination made by me in favour of (name & address) and hereby nominate the following person to whom in the event of my death, the Branch Manager Uttarakhand State Co-operative Bank Ltd. Branch may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below:

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

Place:

Date:

Name (s), signature (s) and address(es) of witness(es)

Signature / Thumb impression(s)
of hirers

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

FORM SL 3A

Variation of Nomination under Section 45ZE and 52 read with section 56 of the Banking Regulation Act, 1949 and rule 4 (7) of the Co-operative Banks (Nomination) Rules, 1985 by joint hirers in respect of safety locker

We... ..
 and... ..
 (Names & Addresses) cancel the nomination made by us in favour of
 (name(s) & address(es)
 and hereby nominate the following person(s) to whom in the event of death of one or more of us,
 the Branch Manager Uttarakhand State Co-operative Bank Ltd. Branch may give
 access to the locker and liberty to remove the contents of the locker, particulars whereof are given
 below, jointly with the survivor or survivors of us:

Locker			Nominee(s)			
Nature of	Distinguishing mark or No.	Additional details, if any	Name	Address	Relationship with hirer, if any	Age

Place:

Date:

Name (s), signature (s) and address(es) of witness(es)

Signature / Thumb impression(s) of hirers

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