



Baroda Rajasthan Kshetriya Gramin Bank

**POLICY
ON
SAFE DEPOSIT
LOCKER/
SAFE CUSTODY
ARTICLE**

**Operation Department
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Baroda Rajasthan Kshetriya Gramin Bank

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POLICY ON SAFE DEPOSIT LOCKER/ SAFE CUSTODY ARTICLE

1. Introduction

One of the safest ways to store valuables like jewellery, important documents and other precious items is safe deposit vaults or bank lockers. There is a risk of these valuables being stolen from residences or office premises. Locker facility is a fee-based business of the Bank. In general, the relationship between a bank and its locker hirer is that of lessor and lessee, each locker hirer is charged an annual locker fee for holding the locker with the bank. The amount depends on various factors such as size of locker, location of the branches such as Metro and Urban or Semi Urban and Rural. In our Bank three types of lockers are available. Locker facility is provided by our Bank at selected branches as per requirement.

A special feature of the locker is that the locks fitted in lockers have dual control, i.e. they can be opened only by applying two keys, one with the hirer and the other with the custodian of lockers in the branch concern. However, the locker once opened can be locked by the hirer's key alone and there is no need for applying the custodian's key for this purpose.

Accepting articles in safe custody is agency service of a specialised nature which Bank renders to its customers. The Bank has to act as a bailee of the articles left with it in safe custody. The relationship of a bailer and bailee requires that the bailee i.e. Bank should take all necessary care to keep the articles safely in its custody and prevent any loss/damage to them on account of rain, fire, theft, burglary, mishandling or inter-changing with similar articles etc. The degree of care should be the same as it would be if the articles belong to the Bank.

2. Purpose & Scope

This policy is applicable to all the Branches in Domestic operations providing Safe Deposit Locker, Safe Custody Article facility. The policy covers only the broad aspects on safe deposit lockers/ safe custody articles based on the revised guidelines advised by RBI vide their circular No. RBI/2021-2022/86 DOR.LEG.REC/40I09.07.005/2021-22 dated 18th August 2021.

3. Customer Due Diligence (CDD) for Lockers/Safe Custody Article

- 3.1 Renting of safe deposit locker is a facility extended to the customers of our Bank to enable them to keep their valuables/documents etc. in specially designed lockers on payment of prescribed rent.
- 3.2 Customers who are not having any other banking relationship with the Bank may be given the facilities of safe deposit locker/safe custody article after complying with the CDD criteria under the **Bank's KYC-AML-CFT Policy** (as updated from time to time) and subject to on-going compliance. He/she should be requested to open a Savings/Current Account as per CDD criteria. Due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker.



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- 3.3 The relationship between the Bank and the hirer of the locker is that of a "Lessor and Lessee" (Licensor and Licensee). The locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the Bank suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the Bank shall have the right to take appropriate action against such customer as it deems fit and proper in the circumstances, a clause in this respect has been inserted into the Locker Agreement.
- 3.4 The Branches 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.

4 Allotment of Lockers

- 4.1 The Bank shall maintain a branch wise information on vacant lockers as well as a wait-list in Core Banking System (CBS) or any other computerized system compliant with Cyber Security Framework issued by RBI, for the purpose of allotment of lockers and ensure transparency in allotment of lockers.
- 4.2 Branches shall periodically update the wait-list for the purpose of allotment of lockers and ensure transparency in the allotment of lockers. All applications received for allotment of lockers should be acknowledged and given a wait-list number, if the lockers are not available for allotment. Branches should allot lockers on first-come-first-served basis.
- 4.3 At the time of allotment of the locker to a customer, the Bank shall enter into an agreement with the customer to whom the locker facility is provided, on a paper duly stamped as per State Stamp Act. A copy of the locker agreement in duplicate signed by both the parties shall be furnished to the locker- hirer to know his/her rights and responsibilities. Original Agreement shall be retained with the branch where the locker is situated.
- 4.4 Bank shall have a Board approved agreement for safe deposit lockers. For this purpose, Bank may adopt the model locker agreement to be framed by IBA. However, IBA is in process of finalising the Model locker Agreement and will circulate the same in near future. In the meantime, the Locker Agreement (Annex-1) is prepared, which shall be made effective from this policy date.

The same will be replaced once the model locker agreement is received from IBA. Locker agreement, conforming to the revised instructions of RBI with all existing customers shall be renewed by January 1, 2023.



5 Renting of Lockers/ Safe Custody of Articles

5.1. The Bank may face situations where the locker-hirer neither operates the locker nor pays the rent. To ensure prompt payment of locker rent, a Term Deposit to be obtained, at the time of allotment, which would **cover three years' rent and the charges for breaking open the locker** in case of such eventuality, applying the Bank's power of general lien on such deposits. Branches, however, shall not insist on such Term Deposits from the existing locker hirers or those who have satisfactory operative accounts. The packaging of allotment of locker facility with placement of term deposits beyond what is specifically permitted above will be considered as a restrictive practice.

A satisfactory operative account is one which does not have any or more of the following characteristics:-

- Minimum balance is generally not maintained.
- Cheques drawn on/ deposited into the account are frequently returned for financial reasons.
- "Stop Payment" instructions are issued frequently.
- Numerous transactions vis-a-vis the stipulated limit (as to number and account) coupled with insufficient balance.
- Frequent /multiple attachment orders / notices are received.
- Very few transactions in the account with normal balance.
- Operational instructions are very frequently changed at very short notice.
- Mandate is issued / changed frequently /not clear.
- Account shows 'Zero' balance.

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

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

5.4 The locker rent collection will be annually on the rent due date. We may also collect the locker rent in advance upto three years.

5.5. Safe Custody of Articles: The bank has to act as a bailee of the articles left with it in safe custody. The relationship of a bailer and bailee requires that the bailee i.e. Bank should :-



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Take all necessary care to keep the articles safely in its custody and prevent any loss/damage to them on account of rain, fire, theft, burglary, mishandling or inter-changing with similar articles etc. The degree of care should be the same as it would be if the articles belong to the bank. (Sec.151 of Indian Contract Act)

Return with all its accruals to the customer or dispose them off as per instructions of the customer.

Not make use of the articles for its advantage/ profit.

For discharging the duties of a bailee, the bank is entitled to recover safe custody charges and other related out-of-pocket expenses and also has a specific lien over the articles held in safe custody till the charges are paid.

Branches offering safe custody services should have a strong room and/ or burglary and fire proof safe with enough space for keeping the articles.

Charges as circulated from time to time should be recovered in advance and credited to P/L Commission Account. No further charges should be made at the time of withdrawal.

Receipt should be issued to the depositors of the articles on the bank's printed Safe Custody Receipt form signed by authorized officers.

6 Infrastructure and Security standards 6.1

Security of the Strong Room / Vault

6.1.1 The Region 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 by the officer and kept on record (*Check list is enclosed as Annex-2*). There shall 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. *Necessary engineering / safety verification shall be conducted annually by Regional Office, to identify the risks and carry out necessary rectification. Same should be verified by Internal Auditors during RBIA of the branch.*

6.1.2 The area housing the lockers should remain adequately in watch at all times. The Bank will make risk profiling of Locker enabled branches based on security threat, if required as per risk assessment. The entry and exit to the strong room and the common areas of operation may be covered under CCTV camera and its recording preserved for a period of not less than 180 days. In case any customer has made any complaint that his/her locker is opened without his/her knowledge and authority, or any theft or security breach is noticed/observed, the CCTV recording shall be preserved till the police investigation is completed and the dispute is settled.



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6.1.3 The Internal Auditors shall verify and report the compliance to ensure that the procedures are strictly adhered to.

6.2 Locker Standards

6.2.1 All the new lockers to be installed by the Bank/Branch 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.

6.2.2 It shall be ensured that the identification Code of the Bank / Branch is embossed on all the locker keys with a view to facilitating identification of lockers/ locker ownership by law enforcement agencies in case of need. Further, the custodian of the locker shall, regularly/periodically, check the keys maintained in the branch to ensure that they are in proper condition. 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 Locker Operations by Customers

7.1 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 branch shall maintain a record of all individuals, including the locker-hirers, who have accessed the lockers and the date and time (both check-in and check-out time) on which they have opened and closed the locker and obtain their signature. The ingress and egress register for access to Vault Room by locker-hirers or any other individual including the banks' staff shall be maintained to record the movement of individuals in the Vault Room area with their signatures at appropriate place in the records.

7.2 The branch official 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 branch shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time.

7.3 An email and SMS alert to be sent to the registered email ID and mobile number of the customer before the end of the day as a positive confirmation intimating the date and time of the locker operation and unauthorized locker access if any, should be redressed properly.

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

7.5 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



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

- 7.6 There shall be a system of inter change of locks whenever a locker is surrendered by the hirer. The keys of vacant lockers shall be kept in sealed envelopes. The duplicate master keys shall be deposited with another branch of the bank. There shall be proper record of joint custody of master keys. *On an annual basis*, Regional Office shall conduct surprise verification of surrendered/vacant lockers and their keys by an Officer of the bank who is not connected with their custody and proper record shall be maintained as a proof of such verification (*Check list is enclosed as Annexure-3*). *The same will be verified by Internal Auditor during RBIA of the branch.*
- 7.7 The Branch custodian shall check whether the lockers are properly closed post locker operation. If the same is not done, the lockers must be immediately closed, and the locker- hirer shall be promptly intimated through e-mail, if registered or through SMS, if mobile number is registered or through letter so that they may verify any resulting discrepancy in the contents of the locker. The Branch custodian shall record the fact of not closing the locker properly in the register and its closure by the bank with the date and time. Further, the custodian of the locker room shall carry out a physical check of the locker room at the end of the day to ensure that lockers are properly closed, and that no person is inadvertently trapped in the locker room after banking hours.

8 Operation of Locker by agent appointed by a Locker-hirer

There is a need to remain vigilant and cautious in daily banking operations at all times. Allowing an agent to operate the locker appointed by a locker-hirer may lead to mutualisation of the same and it may create legal complications and this may adversely affect the Bank's image.

In view of the above, Branches are advised to discourage operations of locker through an agent. In any genuine case if locker is required to be operated through an agent, a Special Power of Attorney should be obtained from the locker-hirer for the same. *The format of special power of attorney is attached in Annex-4 to this policy document.*

9 Nomination Facility and settlement of claims

9.1 Nomination Facility

- 9.1.1 Nomination facility shall be offered 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 the Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed. A passport size photo of the nominee attested by the customer may be obtained from the customers, at his/her option and preserved in the records.



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9.1.2 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 the 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. The forms are enclosed in **Annex 7** in the document.

9.1.3 The Bank shall have appropriate systems and procedures to register nomination, cancellation and/or variation of the nomination, made by the locker hirers.

9.1.4 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. Locker module in the branch to be updated invariably to register the nomination, cancellation and / or variation of the nomination, made by the locker hirers.

9.2 Settlement of claims in case of Death of a locker hirer

9.2.1 For release of contents of safety lockers / safe custody article to the nominee / legal heir / authorised person in case of death of a lessee/bailee, *Branches may follow the SOP attached in Annex-5 to this document.*

9.2.2 Time limit for settlement of claims: settlement of the claims in respect of deceased locker hirers and contents of the locker to survivor(s) / nominee(s), as the case may be, shall be released 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.

9.2.3 The details of the number of claims received pertaining to deceased locker-hirers accounts/depositors of safe custody articles accounts and those pending beyond the stipulated period, with reasons thereof shall be reported to the Customer Service Committee of the Board, on a quarterly basis. 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.

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

9.3.1 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, access of the locker shall be given to such nominee with liberty to remove the contents of the locker, after an inventory is taken in the prescribed manner.



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- 9.3.2 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 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 is taken in the prescribed manner.
- 9.3.3 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 mandate shall be followed in the event of death of one or more of the joint locker-hirers.
- 9.3.4 Branches shall, however, ensure the following before giving the nominee/ survivor access to the contents:
- (i) Exercise due care and caution in establishing the identity of the survivor(s) / nominee(s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence;
 - (ii) Make diligent effort to find out whether there is any order or direction from Courts/ Forums restraining it from giving access to the locker of the deceased; and
 - (iii) Make it clear to the survivor(s) / nominee(s) that access to articles in the locker is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.
- Similar procedure shall be followed for return of articles placed in the safe custody of the Bank.
- 9.3.5 The Branch shall ensure that, the contents of locker, when sought to be removed on behalf of a minor nominee, are handed over to a person who is, in law, competent to receive the articles on behalf of such minor. Further, an inventory of the articles shall be prepared in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.
- 9.3.6 A separate statement shall be obtained from the nominee (claimant) or the person competent to receive articles on behalf of the minor, as the case may be, that all the contents in the locker or in the safe custody of the bank, as the case may be, are received and the locker is empty and they have no objection to allotment of the locker to any other customer as per norms.
- 9.3.7 While giving access to the survivor(s) / nominee(s) of the deceased locker hirer, branch may avoid insisting on the production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), unless there is any discrepancy in nomination. In this regard, a note shall be taken of instructions under para 9.3.4.



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9.3.8 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, *SOP as per Annex-5 to be followed to facilitate access to legal heir(s) / legal representative of the deceased locker hirer. In this regard, a note shall be taken of instructions under para 9.3.4.*

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

10 Closure and Discharge of Locker items

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

- (i) If the hirer loses the key and requests for breaking open the locker at her /his cost; or
- (ii) If the Government enforcement agencies such as Income Tax Department, GST Department etc. have approached the Bank with orders in writing from a Court of Law or an appropriate competent authority to seize lockers and requested for access to the lockers; or
- (iii) If the Bank is of the view that there is a need to take back the locker as the locker hirer is not co-operating or not complying with the terms and conditions of the agreement.

The process by which lockers are opened by breaking should be video graphed as in 10.2.3 below. The recording thereof should be preserved for a period of 5 years.

10.1 Discharge of Locker contents at the request of the customer

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

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

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



10.2 Attachment and recovery of contents in a Locker and the articles in the safe custody of the Bank by any Law Enforcement Authority

- 10.2.1 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 Branch shall co-operate in execution and implementation of the orders.
- 10.2.2 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 or articles in the safe custody of the Bank. The customer (locker-hirer) shall be informed by letter as well as by email/SMS to the registered email id/mobile phone number that the Government Authorities have approached for attachment and recovery or seizure of the locker or articles deposited for safe custody. An inventory of the contents of locker and articles seized and recovered by the Authority shall be prepared in the presence of such Government Authorities, two independent witnesses and an officer of the Branch and shall be signed by all. A copy of the inventory may be forwarded to the customer to the address available in the Branch's records or handed over to the customer against acknowledgement.
- 10.2.3 Video of the break-open process and the inventory assessment shall be recorded, wherever legally permissible, and the video to be preserved to be produced as evidence in case of any dispute or Court or fraud case in future as per *SOP for break open of lockers attached as Annexure-6 in this document*.

10.3 Discharge of locker contents due to non-payment of locker rent

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

Breaking open of the Locker and dealing with its contents

- 10.3.2 The Bank shall have the discretion to break open any locker following due procedure if the rent has not been paid by the customer for **three years** in a row. The branch shall ensure to notify the existing locker-hirer prior to any changes in the allotment and give him/her reasonable opportunity to withdraw the articles deposited by him/her. A clause has been Incorporated in the locker agreement to this effect.
- 10.3.3 Before breaking open the locker, the Bank shall to the customer a "Termination Notice" (Appendix III) of not less than 3 (three) months by registered post/ speed post and the notice by post will be treated as binding on the customer. Moreover, though it is not obligatory, but the bank may choose to also intimate by (i) email where email id of the



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Customer is available, and (0) SMS and/or WhatsApp where the mobile phone number of the Customer is available).

- 10.3.4. In the event Termination Notice is served to the Customer and the Customer "neither pays the overdue rent nor surrenders / vacates the Locker" after the end of the notice period stipulated under the Termination Notice the Bank shall send to the Customer a notice (in addition to Termination Notice , Appendix IV) in writing of not less than 3 (three) months by registered post/ speed post and the notice by post will be treated as binding on the customer. Moreover though, it is not obligatory, but the bank may choose to also intimate by (0) email where email id of the Customer is available; and (i) 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").
- 10.3.5. In case the Termination Notice and the Breaking Open Notice as foresaid sent by the Bank is returned undelivered or the Customer is not found to be traceable despite the Bank having taken reasonable efforts, the Bank shall, before breaking open the Locker, issue a public notice of not less than 3 (three) months about the Bank's intention to break open the Locker, in minimum 2 (two) newspapers (one in English and another in local language) in the same location where the Customer resides as evidenced by the Customer's address as stated in the Agreement or as further communicated by the Customer to the Bank.
- 10.3.6. 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.
- 10.3.7. Further, Video of the break-open process and the inventory assessment and its safe keep shall be recorded, wherever legally permissible, and the video to be preserved to produce as evidence in case of any dispute or Court case in future. Branch shall also ensure that the details of breaking open of locker is documented in form of letter / register (duly signed by bank officials and witnesses) and documented in other computerized systems compliant with the Cyber Security Framework issued by RBI, apart from locker register. Needful changes should be done in CBS also. After breaking open of locker, the contents shall be kept in sealed envelope with detailed inventory inside fireproof safe in a tamper-proof way until customer claims it. A record of access to the fireproof safe shall invariably be maintained. While returning the contents of the locker, the bank shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.
- 10.3.8. It shall be ensured that the inventory prepared after breaking open of the locker and during settlement of claims, is in the appropriate forms or as near thereto as circumstances require. Further, branch shall not open sealed/closed packets left with them for safe custody or found in locker while releasing them to the nominee(s) and surviving locker hirers/depositor of safe custody article, unless required by law.



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

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

10.4 Discharge of locker contents if it remains inoperative for a long period of time

If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the branch shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose off the articles in a transparent manner, as the case may be. Before breaking open the locker, the branch shall follow the procedure as prescribed in paragraph 10.3.2, 10.3.3 and 10.3.4 above.

The appropriate terms have been inserted in the Locker Agreement to be executed with the customer specifying the position in case the locker is not in operation for long period. Bank will be discharged from liability in case the locker is not in operation and the locker is opened by the bank and contents are released as per law and as per the instructions issued by the Reserve Bank and the terms and conditions prescribed in the agreement.

11 Liability of the Bank

As per regulatory guidelines, the Bank owe a separate duty of care to exercise due diligence in maintaining and operating lockers. 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, guidelines issued by the Bank from time to time on Frauds shall be adhered for reporting requirements about the instances of robberies, dacoities, thefts and burglaries.*



11.1 Liability of the 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 customer. Bank shall, however, exercise appropriate care to their locker systems to protect their premises from such catastrophes.

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

It is the responsibility of the Bank to take all steps for the safety and security of the premises in which the safe deposit vaults are housed. The 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. Where the loss of contents of the locker, are due to incidents attributable to the Bank's negligence / fraud committed by its employee(s), the Bank's liability shall be for an amount not more than **one hundred times of the prevailing annual rent** of the safe deposit locker.

12 Risk Management, Transparency and Customer guidance

12.1 Branch Insurance Policy

The Bank is *having* a branch insurance policy at head office level being reviewed from time to time to minimize the loss due to incidents like robbery, fire, natural calamities, and loss during shifting/merger of branch, etc., affecting contents of lockers.

12.2 Insurance of locker contents by the customer

The Bank neither keeps a record of the contents of the locker or of any articles removed therefrom or placed therein by the customer nor does it take notice of any information in this regard. Hence, the Bank will not be under any liability to insure the contents of the locker against any risk whatsoever. The Bank shall under no circumstances offer, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.

12.3 Customer guidance and Publicity

In order to apprise the customers about the terms and conditions all the information *will be available* on our Bank's website. **Model Locker agreement with all terms and conditions and the Standard Operating Procedures (SOPs) on various aspects shall be displayed on Bank's website.** Updated information on all kinds of charges for safe deposit lockers and safe custody articles shall also be displayed on the website. Branches shall



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ensure that the customers are made aware of the Bank's terms and conditions to avail those facilities.

The Bank will place on its websites, the instructions together with the policies / procedures put in place for giving access of the locker/safe custody article to the nominee(s) / survivor(s) / legal heir(s) of the deceased locker hirer/safe custody article.

13 Procedure for disposal of valuable articles found

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

The article found should be recorded in a register to be maintained for the purpose with full details. The articles as well as the register should be kept in the joint custody of the Branch Manager/Joint Manager and Head Cashier. Efforts should be made by making discreet inquiries without revealing the particulars of the article found to trace the owner after taking into account the place where it was located in the room, the time when it was found etc.

A report should be sent to the Regional Authority about the articles found. The articles should be delivered as per his instruction against an indemnity bond signed by the applicant along with two respectable persons. The identity of the person claiming the article should be established beyond doubt. He should be able to give a correct description of the article. The bills in respect of the purchase should be produced, wherever possible.

Other staff members or an outsider should not know the details and description of the articles found by the Custodian. At the time of handing over of the article to the claimant, a receipt should be obtained from him in the register.

It is prohibited to keep any unauthorised object or article in the room where the safe deposit lockers are kept.

14 Periodicity of Review:

The policy will be valid for Three Years from the date of effect of policy. This policy will be reviewed annually. However, review may be undertaken before due date, if there is any change in the Bank's internal guidelines. The Chairman may allow continuation of the Policy for a maximum period of six months after the due date of review incase the Policy cannot be reviewed on or before the due date.

"Any changes made by RBI on locker's rule and regulations, post approval till the date of expiry of this Policy, shall form part of this Policy pending formal inclusion at the time of renewal of the Policy".



[Stamp as Agreement]

SAFE DEPOSIT LOCKER AGREEMENT

THIS LOCKER AGREEMENT IS MADE BETWEEN BARODA RAJASTHAN KSHETRIYA GRAMIN 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.



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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



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- (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 temper 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.



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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; and
- (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.

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



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- 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



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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 here of.

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

This Agreement is made subject to Indian law and all matters arising out of it shall be subject to the jurisdiction of courts at the place where the Bank is situated or in the jurisdiction of which the Bank falls.



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SCHEDULE

Place:		Date:
1. PARTIED TO THIS AGREEMENT		
1(A)	THE BANK	BARODA RAJASTHAN KSHETRIYA GRAMIN BANK , incorporated under The Regional Rural Banks Acts, 1976 and operating in these presents through its branch as stated below
	BRANCH	
1(B)	THE CUSTOMER	NAME AND ADDRESS:
		1 Name: Address: Email ID: Telephone Number: Mobile Number:
		2 Name: Address: Email ID: Telephone Number: Mobile Number:
		3 Name: Address: Email ID: Telephone Number: Mobile Number:
2	DESCRIPTION OF LOCKER	LOCKER NUMBER:
		KEY NUMBER:
3	LOCKER RENT PER YEAR	Rs.(in figures): _____ Rupees(in words): _____ (As may be revised from time to time) (Payable in advance)
4	PERIOD OF LICENCE	1 (One) year from the date of this Agreement which at the end of such one year shall stand automatically



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		extended for a further period of 1 (one) year every time unless terminated in terms hereof.
5	OPERATING MANDATE	
6	ANY OTHER TERM	

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

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

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

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



Risk Assessment of Strong Room/ vault

Name of Region:

Name of Branch -

Branch Alpha -

Number of cabinets -

Total number of Lockers-

- Accessibility of locker room from any side without involvement of the locker-hirer :

Yes/No

- Locker room is protected from Rain/ flood water entering and damaging the lockers in contingent situation.

Yes/ No

- Fire hazards and risk assessment done

Yes/ No

- Are the camera's placed appropriately:

Yes/No

- Are Alarms working:

Yes/No

I confirm that there is no Risk involved in the locker room and there is only one entry and exit point available to the locker room/ vault.

Or

The risk is identified and necessary, steps are initiated to mitigate the risk.

Signature of the Officer conducting the above check:

Name of the Officer:

Designation:

EC No:

Date:



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Annex-3

Check list for surprise verification of vacant locker and their keys

Name of Region:

Name of Branch:

Branch Alpha:

Total No. of Lockers:

No. of Occupied Lockers:

No. of Vacant Lockers:

No. of vacant locker keys:

1.	Whether interchange of key is properly done whenever locker is surrendered & record maintained	Yes/No
2.	Keys of vacant lockers are kept in sealed envelopes	Yes/No
3.	Duplicate master keys are deposited with another branch of the bank	Yes/No
4.	Proper record of joint custody of master keys is maintained	Yes/No
5.	Locker to Key Register and Key to Locker Register maintained	Yes/No

I have verified the above information and found in order.

Remarks if any:

Signature of the Officer:

Name of the Officer:

Designation:

EC No:

Date:



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Annex -4

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

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

This Special Power of Attorney executed on the _____ day of _____ 20__

By

.....son/daughter/wife of.....
.....residing at.....
.....(name and address of the
executant i.e. the locker holder of the BRKGB, details mentioned herein after)
herein after referred to as 'EXECUTANT'.

In favour of

Shri/Smt.....Son/daughter/wife of.....
.....,residing at..... herein
after called the 'Attorney' (who has subscribed his/her signature hereunder in token
of identification)

NOW TO KNOW ALL MEN BY THESE PRESENT THAT-

WHEREAS, the executant is single hirer of the Locker bearing Noof
Baroda Rajasthan kshetriya Gramin Bank, maintained at Branch.....
(Branch name) City..... State

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



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

1. To Operate my Safe Deposit Locker numbermaintained at Branch (Branch name).....City.....State.
2. To do all such acts, deeds and things as may be necessary for or incidental in respect of the aforesaid.

On the Terms:

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

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

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

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

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

Please paste passport size photograph of 'Attorney',

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





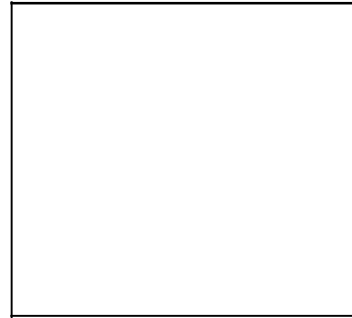
Baroda Rajasthan Kshetriya Gramin Bank

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

Signed and delivered by

Please paste passport size
photograph of Donor/
Executant

(Signature of Donor / Executant)



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



SOP for Settlement of Claims and Return of Articles in Safe Deposit Lockers/Safe Custody Article

Settlement of claims in which value of contents in locker/articles kept in safe custody does not exceed Rs.2 lacs

Single Account with or without nomination

Safe Deposit Lockers

With Nomination:

The nominee will be allowed to access the locker and remove the contents on identification (such as Election ID Card, PAN Card, Passport, *Aadhaar Letter* etc.) and verification of proof of death of locker hirer. Before permitting the nominee to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of nominee(s) and two independent witnesses. Form for taking inventory is enclosed as **Appendix - 3**.

Without Nomination:

Legal heir(s) of the deceased locker hirer or a person mandated by the legal heir(s) will be allowed to access the locker and remove the contents on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer (Duly stamped & Notarised) Appendix-A, 4) Letter of Indemnity (Duly stamped) Appendix-C (5) Declaration as per point no.5 in application form (Appendix-5)

Before permitting legal heir(s) to remove contents of the Safe Deposit Locker the bank would prepare an inventory of the articles in the presence of legal heir(s)/mandate holder and two independent witnesses. Form for taking inventory is enclosed as Appendix - E

Safe Custody Article/s

With Nomination:

Safe custody article/s will be delivered to the nominee on identification (such as Election ID Card, PAN Card, Passport, *Aadhaar Letter* etc.) and verification of proof of death of depositor. Before permitting nominee to remove contents of the Safe Deposit Articles, the bank would prepare an inventory of the articles in the presence of nominee and two independent witnesses. Form for taking inventory is enclosed as Appendix - 4.



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Without Nomination:

Safe custody articles will be delivered to the legal heir(s) or a person mandated by the legal heir(s) on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer (Duly stamped & Notarised) Appendix-A, 4) Letter of Indemnity (Duly stamped) Appendix-C (5) Declaration as per point no.5 in application form (Appendix-5)

Before permitting legal heir(s) to remove contents of a Safe Custody Articles the bank would prepare an inventory of the articles in the presence of legal heir(s) /mandate holder and two independent witnesses. Form for taking inventory is enclosed as Appendix - F.

Joint Account with or without nomination and without survivorship mandate (operated jointly)

Safe Deposit Lockers

With Nomination:

a) In the event of the death of one (or more but not all) of the joint locker hirers the nominee(s) will be jointly allowed to access the locker and remove the contents on identification and verification of proof of death of the locker hirer(s) along with the surviving hirer(s).

b) In the event of death of both/ all joint locker hirers the nominee(s) will be allowed to access the locker and remove the contents on establishing his/her/their identity and verification of proof of the death of the hirers.

Before permitting surviving hirer(s) and/or nominee(s) to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in their presence along with two independent witnesses. Form for taking inventory is enclosed as Appendix - E.

Without Nomination:

a) In the event of death of one (or more but not all) of the locker hirers, the surviving hirer(s) and legal heirs of the deceased hirer (or a person mandated by them) would be allowed to access the locker and remove the contents on verification of authority of legal heirs and proof of death of the hirer.

b) In the event of death of both / all the joint locker hirers, all the legal heirs (or any one of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on submission of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer (Duly stamped & Notarised) Appendix-A, 4) Letter of Indemnity (Duly stamped) Appendix-C (5) Declaration as per point no.5 in application form (Appendix-5).

Before permitting surviving hirers and mandated legal heir(s) to remove contents of a Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of surviving hirers, mandated legal heir(s) and two independent witnesses. Form for taking inventory is enclosed as Appendix-E



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Safe Custody Article/s

Generally, safe custody articles are not accepted in joint names. Even if accepted in joint names nomination facility is not provided.

Joint account with mandate "Either or Survivor"/ "Former or survivor"/"Anyone or Survivors"/ "Latter or Survivor" - with or without nomination:

Safe Deposit Lockers

With Nomination:

At present B R Act (Section 45 ZE) does not provide nomination facility in respect of lockers with "Either or Survivor" / "Former or Survivor"/"Anyone or Survivors"/ "Latter or Survivor" mandate. Hence operational instructions are not given in this regard.

Without Nomination:

a) In the event of death of one (or more but not all) of the joint hirers, the surviving hirer(s) will be allowed to access the locker and remove the contents on verification of proof of death of the joint hirer(s).

b) In the event of death of all the locker hirers, all the legal heirs of the deceased joint hirers (or any one of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on verification of 1) proof of death of depositor i.e. copy of death certificate of depositor, (2) Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration, (3) Letter of Disclaimer(Duly stamped & Notarised)Appendix-A, 4) Letter of Indemnity (Duly stamped) Appendix-C (5) Declaration as per point no.5 in application form (Appendix-5)

Before permitting the surviving hirers/legal heir(s) to remove contents of a Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of surviving hirers/legal heirs and two independent witnesses. Form for taking inventory is enclosed as Appendix - E.

Safe Custody Article/s

Generally safe custody articles are not accepted in joint names. Even if accepted in joint names nomination facility is not provided.

HUF Accounts - Death of Karta

In the event of death of a Karta, HUF account may be settled as under:

a) Obtaining affidavit cum indemnity from surviving members and legal heirs with two guarantors confirming their acceptance to one of the members as a new Karta. Bank shall allow the new Karta to continue to operate the existing account on the basis of such documents, ***in HUF accounts having small balances (Rs.2 lacs (Two lacs only)***

b) Similar procedure to be followed in cases where account is to be closed and balance in the account to be paid to the new Karta.

Note: Certain general clarifications about Nomination rules are given in Appendix 1.

Claim specific actions / steps to be taken for settlement in respect of different accounts/facilities are illustrated in the tabulated form in the Appendix 1(a).



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Guidelines for settlement of deceased claims in respect of Safe Deposit Locker/Safe Custody Articles -Up to Threshold limit (Rs.2 lacs)

Documentation

Documents, which are required to be submitted along with the claim forms as applicable.

1. Copy of Death Certificate
2. Photograph & KYC of (a) all claimant(s)/legal heirs, (b) Person furnishing declaration (as per point no.5 of application form)
3. Letter of Disclaimer(Duly stamped & Notarised) Appendix-A,
4. Letter of Indemnity (Duly stamped) Appendix-C

Bank should exercise due care and caution in ascertaining the identity of legal heir(s) /nominee(s) and the fact of death of the account holder, through appropriate documentary evidence. If necessary, any official of the bank shall visit the place of the depositors to enquire about the genuineness of such claims.

It should be made clear to the survivor(s)/nominee(s) that he / they would be receiving the payment from the member bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to him / them shall not affect the right or claim which any person may have against the survivor(s)/nominee(s) to whom the payment is made.

It may be noted that since payment made to the survivor(s) / nominee(s), subject to the foregoing conditions, would constitute a full discharge of the bank's liability, insistence on production of legal representation is superfluous and unwarranted and it would only serve to cause avoidable inconvenience to the survivor(s)/nominee(s). In such case, therefore, while making payment to the survivor(s)/nominee(s) of the deceased depositor, the bank should not insist on production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), **irrespective of the amount** standing to the credit of the deceased account holder.

Time Norms for settlement of claims

Bank will settle the claims in respect of deceased depositors and release payments to survivor (s)/ nominee in case of accounts with survivor/ nominee **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) to the bank's satisfaction.

Competent authority for settlement of claims

(As specified in Discretionary Administrative Powers)



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Safe Deposit Locker

Procedure in case there is no Nomination/Survivorship clause:

On receipt of notice of death of a sole renter or of the last survivor of the joint renters, the locker should be sealed with the Bank's seal and a note to this effect should be made in the all respective records as well as in the Memorandum of Letting/Signature Card/Code Book. The Memorandum of Letting /Signature Card should be taken out of card index cabinet and kept carefully in a separate file.

Branches may at their discretion, on production of satisfactory evidence, permit a legal representative of the deceased to inspect the contents of the locker to enable him /her to obtain the necessary succession certificate or any other legal representation.

On registration of the succession certificate, probate of a will or letters of administration, the successor, executor or the administrator respectively shall have power to deal with the contents of the locker.

The contents of the locker, **sometimes, are not of great value/ importance**, hence, obtaining legal representation involves cost as well as time. The branches may, therefore, in appropriate cases, allow the heirs of the deceased renter to have access to the locker and withdraw the contents against usual indemnity, subject to the following:

- (a) The claimants/heirs of the deceased renter should furnish necessary particulars in the claim format, which is ordinarily obtained in deposit accounts.
- (b) A prescribed letter should be taken from all the heirs requesting the Bank to open the locker for the purpose of inventory.
- (c) The branch should then fix up a date and time for making an inventory and accordingly an inventory may be taken in the presence of all the heirs/ their duly constituted attorney/ies, two respectable witnesses known to the branch (should not be employees or ex-employees of the Bank), the valuer, the Safe Deposit Vault Custodian and another officer. The inventory may be prepared in the prescribed inventory record form. After making an inventory, care should be taken to redeposit all the contents in the said locker and to seal the locker.

The branches should exercise powers as mentioned in Discretionary Administrative Powers while considering delivering the contents against usual indemnity signed by the claimant/s and one or two surety/ies considered good for the amount involved.

On approval, the claimant/s should be allowed to remove the contents from the locker after signing an indemnity and a letter of surrender together with the key.

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. The inventory should enumerate the contents of locker and it should be signed by those in whose presence the locker has been opened. The valuer's assessment of the value of each item of the inventory should be in triplicate, one copy to the Court, the second to the claimant and the third to be retained on branch record.

Settlement of claims in which value of contents in locker/articles kept in safe custody for amount more than Threshold limit (i.e. more than Rs.2 lakhs)



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Access to the safe deposit lockers / safe custody articles

For dealing with the requests from the nominee(s) of the deceased locker-hirer / depositors of the safe-custody articles (where such a nomination had been made) or by the survivor(s) of the deceased (where the locker / safe custody article was accessible under the survivorship clause), for access to the contents of the locker/ safe custody article on the death of a locker hirer / depositor of the article, the bank will adopt generally the foregoing approach, mutatis mutandis, as indicated for the deposit accounts.

Check List of formalities to be completed for Deceased Claims:Deposits

Payment of balance in the account of the deceased account holder: Payment of balances at the credit of deposit account/s of deceased person/s in case of single account or in case of death of all joint account holders in case of joint accounts, may be made to their legal heirs/nominee on the basis of -

- I. Nomination
- II. without Nomination
 - (A) Against Indemnity letter/ Bond
 - (B) Legal representation

I. Nomination:

(i) Where a depositor dies or, in case of a joint account, all depositors die, the nominee or the person appointed by the depositor(s) to receive the payment on behalf of the minor nominee, should make an application for repayment of the deposit amount in the Bank's Form , duly filled in, along with a copy of the death certificate, duly certified by,

- (a) a Magistrate or Judicial Official OR
- (b) an Officer of the Central or State Government OR
- (c) an Officer of a bank OR
- (d) two persons acceptable to the bank.
- (e) Proof of identification of nominee (s) such as Election/ Pan card, Passport, Aadhaar letter etc.
- (f) Stamped receipt for amount received signed by nominee/ person on behalf of minor nominee

II. Without Nomination / without Survivor clause

A. Against Indemnity

Documents required:

- **Copy of Death Certificate**
- **Photograph & KYC of (a)all claimant(s)/legal heirs, (b)Person furnishing Affidavit & (c) Surety(ies).**
- **Letter of Disclaimer(Duly stamped & Notarised)Appendix-A,Letter of Indemnity (Duly stamped) Appendix-C**
- **Receipt from claimants (payment made by issuing a Banker'sCheque)**
- **Affidavit (Duly stamped & Notarised)- Appendix-B**
- **Opinion Report of Surety(ies) -Appendix-D**



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- *Application form -(Appendix-5)*

Stamped receipt signed by claimant/s for amount received.

(*stamp duty as applicable from time to time in the state of execution as per state enactment) by all the claimants and sureties.

B. Against Legal Representation

Additional Documents required

1. Legal representation i.e. succession certificate or letter of administration or probate of Will granted by competent court.
2. Stamped receipt for amount received.

Copy of all documents should be submitted with original for verification by branch official and all documents should be signed in presence of branch official.

Additional guidelines for Non-Resident Depositor/claimant

In addition to guidelines given for settlement of claim upto threshold limit and above threshold limit following additional guidelines are given for convenience of Non Resident customers.

For Non-Resident Depositor/Claimant

- A) In case the Depositor is Non-Resident, and has passed away abroad, the death certificate which is attested /certified by any of the following shall be accepted for processing the claim:
- i. Notary Public in that country.
 - ii. Indian Embassy/ High Commission in that country.
 - iii. Embassy/High Commission of that Country in India.

A death certificate accompanied by any of the following document as a corroboratory evidence, confirming incidence of death shall be accepted as such:

- i. Evidence of settlement of an insurance claim at foreign centre on account of death of the account holder.
- ii. Evidence of settlement of proceeds of bank accounts at foreign centre on account of death of the account holder.
- iii. Evidence of settlement of terminal benefits by the employer at foreign centre on account of death of the account holder. However, the employer would have to be a government/multilateral Organisation only.
- iv. Evidence of death as provided by a hospital or local police authorities at the foreign centre. However, it may be ensured that any of these documents are issued from the same country as the death certificate.

- B) In case Claimants(NRIs or Foreign Nationals) stay abroad and it is not possible for them to



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come to India for completion of formalities-

- i) Execute the documents in the presence of Indian Embassy officials. The said document shall be submitted to the Stamp authorities for payment of stamp duty after it reaches India.
 - ii) The claimant can appoint his attorney for obtaining proper legal representation and obtain payment against affidavit, indemnity, surety etc. The procedure for the same is that the claimant should execute valid Power of Attorney (POA) which is attested by the Indian Embassy officials.
- C) The assets of deceased NRI account holder should be settled to the legal heirs as per the Personal Law of succession (Hindu, Muslim, Christian or any other community) applicable to the depositor. This is irrespective of whether the claimants happen to be a resident Indian, NRI, PIO or a foreign national.
(However, if any court order/legal representation is obtained, the proceeds should be settled as ordered by Court. In the case of a foreign court order, ancillary orders/resealing should be obtained from Indian Court u/s 228 of the Indian Succession Act.)
- D) Foreign nationals cannot be accepted as sureties while obtaining Letter of Indemnity as he / she will not be governed by Indian law.
- E) In case of legal representation-**
- i) Will probated by Indian Court- Same as in resident case.
 - ii) Will probated by Foreign Court- properly authenticated copy of the will issued by Foreign Court is to be produced in the Courts of India who can then grant Letters of Administration.
 - iii) Succession Certificate / Certificate of inheritance / Letter of Administration by Indian Court- No additional due diligence except for KYC/proper identification of beneficiaries
 - iv) Succession Certificate/ Certificate of inheritance / Letter of Administration by Foreign Court -
 - a) If issued by a Superior Court of a Reciprocating Territory (as notified by Central Govt in Official Gazette) Claimants to obtain a grant from competent District Court in India for executing the certificate.
 - b) In case, where such certificate is not issued by a Superior Court of Reciprocating Territory, Claimant may be advised to file an application before appropriate District Court in India for issuing a separate Certificate (afresh) by producing the Certificate issued by the Foreign Court.
 - v) If Succession Certificate does not mention the Bank account for which claim is being made- It will be treated as claim without legal representation and to be acted upon accordingly.



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Settlement of Claims in respect of Missing Persons upto Threshold limit and above threshold limit.

Legal Position

The settlement of claims in respect of missing persons would be governed by the provisions of Section 107/108 of the Indian Evidence Act, 1872. Section 107 deals with presumption of continuance and section 108 deals with presumption of death. As per the provisions of Section 108 of the said Act, presumption of death can be raised only after a lapse of seven years from the date of his/her being reported missing. As such, nominee/legal heirs have to raise an express presumption of death of the subscriber under Section 107/108 of the Indian Evidence Act before a competent court. If the court presumes that he/she is dead, then the claim in respect of a missing person can be settled as is done for any other deceased accounts.

Settlement of claims within threshold limits (Upto Rs.2 lacs)

Settlement of claims where a person is missing for the last 7 years and more where declaration/certificate from court is not produced

In cases where **the credit balance in the account of a missing person is not large**, the claimants may find it expensive and cumbersome to obtain order *from the court*. In order to avoid hardship and cost involved to the claimants in approaching the court for settling small claims in respect of missing persons, the RBI advised banks to put a threshold limit for settlement of claims without insisting for submission of declaration/certificate from the court. The bank has fixed threshold limit of Rs.2 lacs for this purpose.

The Bank (in such cases) shall settle the claims on production of the following documents:

1. FIR with the Police
2. Final /Non traceable Report issued by police authority stating that the persons is not traceable.
3. Letter of indemnity along with two sureties acceptable to the bank for the value of the amount released. (as per format given in chapter 2 part-II)

In settling the claims on the basis of FIR and Final Report the following points should be taken care of.

1. FIR should have been lodged with the police and the police should have put up the Final Report stating that the person is non-traceable that the individual has not been traced after all efforts have been made by the police.
2. FIR should have been filed only by those persons who would naturally have heard of him;
3. FIR should be lodged with the concerned police station at a place where the person was found to be missing or in his permanent residence or at a place he was residing for the last one year;
4. The date of disappearance of the person will be reckoned from the date of First Information Report with the police.

Apart from above, the following are also required to be considered:

- The credit balance in the account including accrued interest up to the date of submission of application for settlement of claim submitted to the branch to



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beconsidered for arriving at threshold limit of Rs.2 lacs. However, interest up to the date of settlement of claim is to be given to the claimant. In case, the balance amount together with interest on the date of submission of application comes more than Rs.2 lacs then the claimant has to produce declaration/certificate from the competent court for settlement of the claim.

Settlement of Claims in respect of Missing person (Above threshold limits at present Rs.2 lacs)

Settlement of claims where a person is missing for the last 7 years & more and where order from competent court is produced

In a situation where an individual has been missing for 7 years or more and if the nominee/ legal heirs/ produce the declaration of the Court that such an individual is presumed to be dead (civil death) then, such person's account may be treated as of the account of a deceased person. In such cases, when a declaration as aforesaid is furnished, the same will tantamount to the death certificate and it would be in order for the Bank to proceed on such declaration to settle the claims in respect of such missing person's accounts.

The Credit balance in the deposit account up to any extent may be settled on the basis of submission of claim by the nominee/legal heirs/enclosing Whether order or Certificate/declaration, Of the competent court and on the basis of identification of the nominee/ legal heirs/ claimants the credit balance together with interest, if any, may be paid by cheque or to their account maintained with us or through NEFT/RTGS if account maintained with the other bank.

The branch official should visit the residential premises of the account holder and make discreet enquiries about him/her and report to be kept on branch **record**. The matter should be reported to next higher authority for PSR.



Advantages of Nomination facility/survivorship mandate and Clarifications regarding Provisions in Nomination Rules and Discretionary Administrative Powers for settlement of claim

Guidance to the customers on advantages of Nomination facility/survivorship mandate

Nomination facility

Nomination Facility - an ideal tool to mitigate hardships of common persons in settlement of claims in the event of death of the account holder.

Nomination facility simplifies the procedure for settlement of claims of deceased depositors as bank gets a valid discharge by making payment of the balance outstanding in a depositor's account at the time of his death or delivering contents of locker or articles kept in safe custody to the nominee.

Nomination is optional for bank customers. It is therefore necessary that nomination facility is popularized and customers are made aware of its advantages while opening a deposit account or opting for the lockers.

Branch should inform account holder about the availability of nomination as a voluntary facility and recommend his/her availing the option. Nomination facility, if availed, would ensure smooth settlement of claim to the nominee.

It should also be made clear to the depositor(s) that nomination is introduced solely for the purpose of simplifying the procedure for settlement of claims of deceased depositors and nomination facility does not take away the rights of legal heirs on the estate of the deceased. The nominee would be receiving the stock from the bank as a trustee of the legal heirs.

Survivorship

A joint account opened as "Either or Survivor" or "Anyone or Survivors" or "Former or Survivor" or "Latter or Survivor" will permit the surviving account holder(s) to have unimpeded access to the credit balance in the account for withdrawal if one of the co-account holders dies.

If the mandate of survivorship is given/ provided, the survivor(s) can give a valid discharge to the bank in the case of "Either or Survivor" / "Anyone or Survivors" and "Former or Survivor" / "Latter or Survivor" joint accounts.

In short, payment to survivor(s) can be made in the normal course subject to the only rider that there is no order from a competent court restraining the bank from making such payment.



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The Banking Companies (Nomination) Rules 1985 have been framed in terms of Sections 45 ZA to 45 ZF of the Banking Regulation Act, 1949.

Safe Deposit Lockers

- (i) Nomination facility is available in respect of lockers hired singly as well as jointly. In respect of lockers in joint names nomination rules are applicable only if lockers are operated jointly.
- (ii) Where the lockers are hired jointly, on the death of any of the joint hirers, the contents of the locker are allowed to be removed only jointly by the nominee(s) and the survivor(s) after an inventory is taken in the prescribed manner. In such a case, after such removal preceded by an inventory, the nominee and surviving hirer(s) may still keep the entire contents with the same bank, if they so desire, by entering into a fresh contract of hiring a locker.
- (iii) Banks are not required to open sealed/closed packets found in locker while releasing them to the nominee or nominees and surviving hirers. Description of the sealed/closed packet(s) should however be mentioned in the inventory.
- (iv) 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. The responsibility of the bank in such cases is to ensure that when the contents of a locker are sought to be removed on behalf of the minor nominee, the articles are handed over to a person who, in law, is competent to receive the articles on behalf of the minor.

Safe Custody Articles

- (i) Nomination facility is available only in the case of individual depositor/ sole proprietary concern **and not in respect of persons jointly depositing articles for safe custody.**



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Appendix-1(a)

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 and X will be given access to the locker and liberty to remove contents jointly.
A,B	Jointly	X	B dies	A and 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 and 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 and Y will be given access to the locker and liberty to remove contents jointly.
A,B	Jointly	X&Y	A & B dies	X and Y jointly will be given access to the locker and liberty to remove the contents



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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 any of them.
A,B	Either or Survivor	A dies	B will be given access to the locker and liberty to remove the contents.
A, B	Either or Survivor	B dies	A will be given access to the locker and liberty to remove the contents.
A,B	Either or Survivor	A& B dies	Legal heirs of A and B (or any one of them mandated by all legal heirs) will be given access to the locker and liberty to remove the 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 locker and liberty to remove the contents jointly.
A,B	Jointly	B dies	A and legal heirs of B (or any one of them mandate by all legal heirs) will be given access to locker and liberty to remove the contents jointly
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 locker and liberty to remove the contents.



Provisions of Law regarding Legal heirs

Appendix-1 (b)

1. Hindu

- ▶ If the deceased is a male Hindu, dying in testate, it must be ascertained whether there are one or more Class-I legal heirs.
- ▶ The following are called Class-I legal heirs: mother, widow, son, daughter, son of a predeceased son, son/daughter of a predeceased daughter, son or daughter or widow of a predeceased son of a predeceased son, widow of a predeceased son, son / daughter of predeceased daughter of predeceased daughter, daughter of predeceased son of a predeceased daughter, daughter of predeceased daughter of predeceased son also. All Class-I legal heirs take simultaneously to the exclusion of any other legal heir and no one takes precedence over the other.
The Class-II legal heirs are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the second entry and so on in succession. But there is no preference among these falling in the same entry and they take their share simultaneously
 - Entry-I - Father
 - Entry-II - (a) Son's daughter's son, (b) Son's daughter's daughter (c) Daughter's Daughter's son, (d) Daughter's daughter's daughter (e) brother and sister.
 - Entry-III -Son/ daughter of daughter's son and son /daughter of daughter's daughter.
 - Entry -IV - Gives son/daughter of brother or sister as the heirs and many more.
- ▶ In case, the deceased is a married female Hindu, who died intestate, the following are her legal heirs. (a) Sons & daughters (including the children of any predeceased son) & the husband; (b) Heirs of husband; (c) Mother & Father, (d) Heirs of father; (e) Heirs of Mother.
- ▶ If a female Hindu who dies intestate does not have son/daughter, the property inherited from her parents goes to heirs of father whereas if the same is inherited from husband or parents-in-law, heirs of husband will inherit the property.

2. Christian

- ▶ Where the deceased is a Christian, Indian Succession Act governs the intestate succession.
- ▶ As per the provision of this Act, the widow of the male intestate is entitled to one-third of the property while the remaining two-third goes to lineal descendants (i.e. sons & daughters) in equal shares. If he has none, whole property passes to his widow.
- ▶ If the male intestate has left no lineal descendant, one half goes to the widow and other half to the kindred (i.e., father, mother, brother, sister).
- ▶ In case a Christian female dies intestate, husband has the same right.



3. Mohammedan

Inheritance in the case of Muslims is governed by the Sunni or shia law depending upon the sect in which they belong to.

According to **Sunni law** the classes of heirs are

Sharers ---

Heirs by consanguinity

1. Ascendants : Father, True grandfather, Mother, True grandmother
2. Descendants: Daughter, Son's daughter,
3. Collateral : Full/consanguine sister, uterine brother/sister

Heirs by affinity - husband, wife

But these 12 sharers will inherit fixed shares subject to conditions. A sharer may be excluded by many reasons such as nearer in blood will exclude remote one in one class. Sometimes sharer may be converted as residuary or otherwise one sharer may be partly sharer and partly residuary.

4. Residuary category:

After fixed share is allotted to the sharers the residue left is devolving upon the residuary:

Children male or female of deceased, of son of deceased, or father of deceased, male descendants of true grandfather.

Son is always a residuary. Daughter with son becomes residuary. Among these, descendants exclude all others. Ascendants exclude all others except descendants and descendants of nearer ascendants exclude those in remote. In each class of residuary nearer blood excludes remote one. Division among these is according to the rule of double share to the male and if only one sex is there then equally divided.

In the absence of sharers and residuary estate devolves upon his other blood relations i.e., **distant kindred**

According to **Shia law** the heirs are

- | | | |
|------------------------|-----|---|
| Heirs by consanguinity | I | (i) Parents |
| | | (ii) Children & descendants |
| | II | (i) Grand parents (true/false) |
| | | (ii) Brother or sister and descendants |
| | III | Paternal or maternal uncle of him or his parents and grandparents |

Heirs by Marriage: Husband, wife

Heirs by consanguinity and heirs by affinity succeed simultaneously. Among heirs by consanguinity those in class I exclude those in class II. The heirs in



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two sections of class I succeeds together. In each section nearer in degree exclude the remote. The son always takes as a residuary.

A certificate from Muslim Jama-I-eth in the letterhead signed by the head of the institution to which the deceased was affiliated should be obtained giving details of legal heirs with their age. In case of male deceased, a categorical certificate to the effect that the deceased had not married any woman other than the one named in the list is to be insisted upon.

5. Minor's Interest and Guardianship

- ▶ Where the legal heir is a minor, his lawful guardian will represent his interest.
- ▶ For Hindus and Christians, minor's father is the natural guardian and after him the mother. Regarding the guardianship of a minor (Hindu) it has been decided by the Supreme Court that even mother can be a natural guardian even during the life time of father since the welfare of child is of utmost importance.
- ▶ For a minor, who is a Muslim, father, then person appointed by father's will, then father's father and then person appointed by father's father will be guardian in order.

A list of legal heirs under various personal laws is as under:

Legal heirs under various personal laws (summary)

i) Hindus

a) Primary heirs of a Hindu male are:

- i. Son(s)
- ii. Daughter(s)
- iii. Wife
- iv. Mother
- v. Children of Predeceased children
- vi. Widow of predeceased son
- vii. Children of predeceased grand children

b) Primary heir(s) of a Hindu female are:

- i. Son(s)
- ii. Daughter(s)
- iii. Husband
- iv. Children of predeceased children

ii) Muslims

a) Primary heirs of a Sunni Muslim are:

- i. Son(s)
- ii. Daughter(s)



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- iii. Father
- iv. Mother
- v. Spouse (Husband/Wife)

b) Primary heirs of a Shia Muslim are:

- i. Spouse (Husband/Wife)
- ii. Mother
- iii. Father
- iv. Son(s)
- v. Daughter(s)

iii) Christians

a) Primary heirs of a Christian are:

- i. Spouse (Husband/Wife)
- ii. Son(s)
- iii. Daughter(s)

iv) Parsis

a) Primary heirs of a Parsi male are:

- i. Wife (Widow)
- ii. Son(s)
- iii. Daughter(s)
- iv. Mother
- v. Father
- vi. Children of predeceased children

b) Primary heirs of a Parsi female are:

- i. Husband
- ii. Son(s)
- iii. Daughter(s)
- iv. Children of predeceased children



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Application for Deceased claim

Appendix - 2

(To be used when account has nomination or is a joint account with survivor clause)

From

To
The Branch Manager,
Baroda Rajasthan Kshetriya Gramin Bank
_____ Branch

Dear Sir,

Re: Deceased Account
Late Shri/Smt
Account No (s)

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

A. In case of Nomination

I, son/daughter of Shri
..... residing at.....
..... am

- (i) the registered nominee in the above account (s)
- (ii) the person authorized to receive payment on behalf of Master/ Miss who is the nominee in the above account(s) and is a minor as on the date of the claim.

Please settle the balance in the account in the name of the nominee. I/We receive the payment as trustee(s) of the legal heirs of the deceased.

Place:

Yours faithfully,

Date:

{Claimant(s)}

Witness () 1) Magistrate OR Judicial Official OR 2) An Officer of the Central OR State Government OR 3) An officer of a bank OR 4) Two persons acceptable to the bank*

<i>Witness-1</i> Name: _____ Address: _____ _____ Signature: _____	<i>Witness-2</i> Name: _____ Address: _____ _____ Signature: _____
--	--



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B. In the case of joint account

I/Me request you to delete the name of deceased person and continue the account in my/our name(s) with same mode of operations.

I/Me submit photocopy of the following document(s) together with originals. Please return the original to us after verification.

Death Certificate issued by
Identity proof (required in nomination cases)
Consent of Legal Heirs of survivor

Place:

Date:

Yours faithfully,

{Claimant(s)}



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Appendix-3

Form of Inventory of Contents of Safe Deposit Locker Hired from Banking Company {Section 45ZE (4) of the Banking Regulation Act, 1949} {To be used where there is nomination or survivorship clause}

The following inventory of contents of Safe Deposit Locker No. _____ located in the Safe Deposit Vault of _____ Branch at _____ of Baroda Rajasthan Kshetriya Gramin Bank

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

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

was taken on this _____ day of _____ 20__

Sr.No.	Description of Articles in Safe Deposit Locker	Other Identifying Particulars, if any

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

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

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

Shri/Smt. _____ (Nominee) _____

Address (Signature)

and
Shri/Smt. _____
Survivors
of joint hirers _____

Address (Signature)

Shri/Smt. _____

Address (Signature)



Baroda Rajasthan Kshetriya Gramin Bank

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

* I, Shri/Smt. _____(Nominee)

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

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

Shri/Smt. _____(Nominee) Shri/Smt.------(Survivor)

Signature _____ Signature _____

Date & Place _____

(Survivor)

Shri/Smt. _____

Signature _____

Date & place _____

NOTE:

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



Baroda Rajasthan Kshetriya Gramin Bank

Appendix-4

**Form of Inventory of articles left in
Safe Custody with banking company
(Section 45ZC (3) of the Banking Regulation Act, 1949)
(To be used where there is nomination or survivorship clause)**

The following inventory of articles left in safe custody of Baroda Rajasthan Kshetriya Gramin Bank-----branch, by Shri/Smt.-----
----- (deceased) under an agreement/receipt dated-----
was taken on this, _____ day of _____ 20____ _

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

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee)

Shri/Smt. _____

(Appointed on behalf of minor Nominee)

Address _____

Address _____

Signature _____

Signature _____

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

Shri/Smt. _____ (Nominee)

Signature _____

Date & Place _____

Shri/Smt. _____

(Appointed on behalf of minor Nominee)

Signature _____

Date & Place _____



Baroda Rajasthan Kshetriya Gramin Bank

NOTE:

It is made clear that access to safe custody articles is given to survivor(s) / nominee(s) only as a trustee of the legal heirs of the deceased depositor of Safe Custody articles 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.



Baroda Rajasthan Kshetriya Gramin Bank

“Application Form”

Appendix-5

Application Form for Settlement of Claim of Deceased Constituents for payment of balances in accounts, articles in safe deposit locker and safe custody in cases other than Nomination or Joint Account with survivor clause) (Applicable for Resident/Non-Resident)

Bank:

Branch:

To,
The Branch Manager,

Address for correspondence

Shri / Smt /Kum _____

Address: _____

Contact No. _____

Email ID

Date: _____

Madam / Dear Sir,

Claim for Payment of Balances in the account (s) and delivery of articles in safe deposit locker/safe custody

of Late Shri / Smt / Kum. _____ expired on _____

I/We advise that Shri / Smt / Kum _____ expired on ----- is missing/ not traceable since _____

2. Late Shri / Smt / Kum. _____ was maintaining following Accounts/safe deposit locker /safe custody articles in your Branch:

No.	Nature of Deposits	Account No.	Amount*	Date of Maturity	Nature of Liability to the Bank, if any	Amount
1.						
2.						
3.						
4.						
	Total Amt.				Total Amt.	

*(the actual amount of claim with accrued interest will be worked out on the date of payment.)

b. Safe Deposit Locker No. _____ mode of Holding _____

c. Safe Custody Article Receipt No. _____

Details of Articles: _____

3. I/We lodge my / our claim for the above balances with accrued interest/ articles in safe deposit locker /safe custody of the above-named deceased in terms of: **(Select which is applicable)**



Baroda Rajasthan Kshetriya Gramin Bank

- Will of the late Shri / Smt / Kum _____ dated _____ and a probate granted by the court of _____ at _____ dated.....**(Copies enclosed)**.
- Succession Certificate dated _____ granted by the Court of _____ at _____ **(Copy Enclosed)**.
- Letter of Administration No _____ dated _____ issued by _____ at _____ **(Copy enclosed)**.
- The deceased died intestate. I/We lodge our claim without a legal representation for payment as per the Bank's rules & discretion.

4. I/We furnish below the required information about the deceased & the legal heirs in this regard: -

(a) Date & Place of Death _____

(b) Details of Death Certificate No. _____ **dated** _____ **Authority** _____ (copy enclosed). (Original to be produced for verification.)

(c) Age _____ Yrs.

(d) Marital Status- Married/ Unmarried/Widow(er)

(e) Permanent Address -

H No /Flat No		Street Name		Locality/Village	
S No.	Name	Age	Relation	Address	Whether executing Letter of Disclaimer (Yes/No)

City/District _____ State _____ PIN _____

(f) Religion _____ **Which law of succession is applicable** _____
(Hindu, Mohamedan etc)

(g) Name (s), Relation (s) & age (s) of the legal heirs of the deceased:

(h) Name (s) of the Minor (s) & Natural Guardian (s) / Legal Guardian (s) of minors amongst the claimants.

S No.	Name of the Minor Claimant(s)	Date of Birth	Name of the Guardian	Relationship with Minor	Whether executing Letter of Disclaimer (Yes/No)



Baroda Rajasthan Kshetriya Gramin Bank

5. Shri / Smt / Kum. _____ i.e. the person furnishing the declaration below / the affidavit (Appendix "B") knows our family for last _____ years and is unconnected with our family.

I know the deceased and his/her family since last _____ years. The person(s) named above is/are the only legal heir(s) of the deceased entitled to succeed to the estate of the deceased. I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons mentioned at 4(g) to (h) above, nor have I any claim or interest of whatsoever nature in the estate of the deceased.

Certified that to the best of my knowledge & belief the facts stated above are true & correct

Name in full & Address of the person signing the declaration _____

Place :

Date :

Signature

6. We propose the following surety(ies): {No surety required for amounts up to threshold limit}

S No.	Name of the Surety	Address	Net Worth (As per Appendix-D)

7. I/ We declare that the facts stated above are true and correct to the best of my/our knowledge and belief.

The amount of claim settled including up to date applicable interest may kindly be issued Banker's cheque/ credited to the account standing in the name of _____/D/O _____ maintained with _____ Bank _____ Branch

in India through transfer/ RTGS/NEFT.

Signature (s) of the claimant (s) who will receive the amount/ articles of safe deposit locker/safe custody

S.No.	Name of the Claimant	Signature

Place: _____

Date : _____

Note :The Bank is not responsible for any delay in disposal of the claim due to lack of full particulars furnished in this application and may insist on calling for a Legal Representation in case there are disputes among legal heirs & all of them do not join in indemnifying the Bank (Or give letter of disclaimer) or where the Bank has reasonable doubt about the genuineness of the claimant(s) being the only heir(s) of the deceased customer.
(If the space provided is insufficient, please use additional sheet)

Encl: As above.

Recommendation:



Baroda Rajasthan Kshetriya Gramin Bank

FOR OFFICE USE

I have made necessary inquiries about the claim made by the claimants & satisfied that the claim can be settled. The sureties are waived (Amounts up-to 2,00,000/-) * / Surety/ ies offered are acceptable as per Bank's extant instructions.* All the necessary documents have been obtained. The claim may be paid to the claimants.

*(Strike out if not applicable)

Any other remarks:

Place:-----

Date:-----

Signature

Name
Designation (Recommending
Authority)

Sanction:

Sanctioned payment of Rs. _____ (Rs. _____)

in accounts/ handing over of contents/articles in Safe Deposit Locker/Safe Custody of Late _____
_____ to claimant(s).

Signature

Place -----

Date:-----

Name
Designation (Sanctioning Authority)

Disbursement & Record:

Amount of Rs. _____ (Rupees _____)
paid by way of

- Banker's cheque No. _____ Dated _____ and receipt obtained.
- Credited to claimant's Account No _____ maintained with _____ Branch and copy of statement of account carrying the relevant entry maintained on record as part of the claim settlement.
- Credited to claimant's Account No _____ maintained in India with _____ Bank, _____ Branch through RTGS / NEFT vide UTR No _____ Dated _____ and copy of acknowledgement of electronic transfer credit maintained on record as part of the claim settlement.
- Handed over contents/articles of safe deposit Locker/safe custody account/receipt to claimant and acknowledgement kept on record as part of the claim settlement.

All the documents pertain to this claim settlement have been kept on Branch record.

Place:-----

Date:-----

Signature

Name
Designation
(Disbursing Authority)



Baroda Rajasthan Kshetriya Gramin Bank

Appendix-A

LETTER OF DISCLAIMER

(To be stamped as per the Stamp Act applicable to the State)

The Branch Manager

Dear Sir,

_____ *Account No _____ in the
name _____ of

Shri/Smt./Kum.....Balance.....

With reference to the above account, I/We, the following legal heirs of the late

Shri/Smt./Kum.....

(Name of the deceased account holder), have to advise that we have no interest in the above assets and as such we have no objection to your paying the balance amount lying in the above account(s) with you in the name of the aforesaid Shri/Smt./Kum.....

(Name of the deceased account holder) to Shri/Smt./Kum.

1. _____

2. _____

3. _____

4. _____

Such delivery of the payment of the balance in the above account(s) would be completely binding on us and we will not question the Bank's action in so doing if any proceedings. I/We undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration made herein.

Sr. No	Name(s) of the Claimants (who relinquish their rights)	Age(yrs)	Signature

Signed before me this ____ day of _____ .20

(Notary
Public/Magistrate)

*fill in here the type of account viz. SB/R.D/Term Deposit, Current etc.



Baroda Rajasthan Kshetriya Gramin Bank

Appendix B

AFFIDAVIT

(To be stamped as per the Stamp Act applicable to the State)

I/We _____ S/D/O _____
residing at _____ and
.....S/D/O residing at _____ do

hereby make oath*/solemnly affirm and say as follows:

That Shri/Smt./Kum. _____ (Name of the deceased)
hereinafter, referred to as "the deceased" died intestate on _____ at

2. That we know the deceased and his/her family since the last _____ years.

3. That at the time of his death the deceased left surviving him/her the following persons who according to the law by which they are governed, are the only legal heirs of the deceased entitled to succeed to the estate of the deceased on an intestate succession:

SNO.	Name	Age(yrs.)	Relationship with the deceased

4. That I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons nor have we any claim or interest of whatsoever nature in the estate of the deceased.

5. That we are informed, and we verily believe that the deceased has left certain deposits*/ assets with the _____ Bank _____ branch, to which the above-mentioned persons are entitled to claim.

6. That we are making this solemn declaration sincerely and conscientiously believing the same to be true and with full knowledge that it is on the strength of this declaration that the _____ Bank _____ branch, has agreed at our request to make payment of the amount of the deposits/ to deliver the assets to the above mentioned persons without insisting on production by them of a grant of legal representation to the estate of the deceased from a competent Court.

Sworn*/ solemnly affirmed at this _____ -
day of _____ 1
2

in the presence of _____ before me
*(Delete whichever is inapplicable) **Judge/ Magistrate/ Notary**



Baroda Rajasthan Kshetriya Gramin Bank

Appendix C

LETTER OF INDEMNITY

(To be duly stamped as per the Stamp Act applicable to the State)
(Letter of Indemnity with respect to payment of Balance in the Deceased Constituents
Account without production of Legal representation)

To,
The Branch Manager

IN CONSIDERATION of your paying or agreeing to pay us,

**Insert here the names of
the claimants**

1.
2.
3.
4.
5.

The sum of Rupees _____ standing at the credit of Saving Bank / Current / R.D Account No. etc. with your Bank in the name of Shri/Smt./Kum. _____ since deceased, without production of Letter of Administration or a Succession Certificate to his/her estate, we

**Insert here the
Names of the
suret(y)ies**

do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you and your successors and assign against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/ or paying me/ us the said sum as aforesaid.

Signed, Sealed and delivered by the above named on this..... day of
.....two thousand.....

SIGNED AND DELIVERED by the above named

1. _____ 2. _____ 3. _____
4. _____ 5. _____

(Heirs/claimants of the deceased)

SIGNED AND DELIVERED by the above named

1. 2.

(Sureties)



Baroda Rajasthan Kshetriya Gramin Bank

Appendix D

Opinion Report on Surety

1.	Name in Full	
2.	Address	
3.	Academic Qualification	
4.	Age	
5.	Occupation (If employed, please state the name of the employer and since when Employed).	
6.	Present Monthly Income/ Salary (Attach a Salary Certificate, if income is by way of salary)	
7.	Total yearly income from all sources	
8.	No. of dependents	
9.	Personal Assets	
a.	Immoveable Property viz. land/ Building / flat etc. give details acquisitions, present value etc.	
b.	Investments (Fixed Deposits, Shares etc. if any)	
c.	Life Insurance Policy	
d.	Other Assets	
e.	Details of Bank Accounts, if any (Name and address of Bankers with Account No (Current/ Savings) to be furnished).	
10.	Personal Liability if any	
11.	Please indicate whether surety is related to claimants Yes/No	
12.	Period for which claimants are known	Yrs.

I confirm that all the statements made by me in this application are true and correct and have been made by me.

Place:

Date:

Remarks of the Branch Manager

Signature
(Surety)

Branch Manager



Baroda Rajasthan Kshetriya Gramin Bank

Appendix-E

Form of Inventory of Contents of Safe Deposit Locker (To be used where there is no nomination or survivorship clause)

The following inventory of contents of Safe Deposit Locker No. _____ located at _____ Branch of _____ Bank.

* 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__ _

SNO.	Description of Articles in Safe Deposit Lockers	Other identifying particulars if any

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

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

The above inventory was taken in the presence of:
Legal heirs of deceased joint hirer(s)/person mandated by legal heirs

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

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

Shri/Smt. _____
Survivors of Joint hirers (Signature) _____
Address _____

Shri/Smt. _____
Address _____
(Signature) _____

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

Shri/Smt. _____
Address _____ (Signature) _____

Shri/Smt. _____
Address _____ (Signature) _____

(Signature)



Baroda Rajasthan Kshetriya Gramin Bank

ACKNOWLEDGEMENT

* I, Shri/Smt. _____ legal heir/mandate holder

*We, Shri/Smt. _____

_____ legal heirs and

Shri/Smt. _____

_____ surviving hirers

Hereby acknowledge the receipt of the contents of the safe Deposit locker comprised in as set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____

(Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Shri/Smt. . _____ Signature _____

Date & Place _____

(*Delete whichever is not applicable)



Baroda Rajasthan Kshetriya Gramin Bank

Appendix-F

Form of Inventory of articles left in Safe Custody (To be used where there is no nomination or survivorship clause)

The following inventory of articles left in safe custody with..... branch of _____ Bank by Shri/Smt.....(deceased) under an agreement/receipt dated _____ was taken on this, _____ day of __ 20__.

Sr. NO.	Description of Articles in Safe Custody	Other identifying particulars, if any

The above inventory was taken in the presence of, Legal heirs or a person mandated by legal heirs

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

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

ACKNOWLEDGEMENT

* I, Shri/Smt. _____ legal heir/mandate holder

* We, Shri/Smt _____

_____ Legal heirs and

Shri/Smt. _____

_____ Surviving hirers

Hereby, acknowledge the receipt of the contents of the safe Deposit locker comprised in as set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____
(Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature _____

Shri/Smt.-----Signature _____

Shri/Smt.-----Signature _____

Date & Place _____

(Delete whichever is not applicable)



Baroda Rajasthan Kshetriya Gramin Bank

Appendix-G

**LETTER OF INDEMNITY WITH RESPECT TO DELIVERY OF ARTICLES KEPT IN BANK'S SAFE DEPOSIT VAULT/ SEALED BOXES ETC. OF THE DECEASED WITHOUT PRODUCTION OF LEGAL REPRESENTATION
(To be stamped as an agreement)**

To,

In consideration of your delivering or agreeing to deliver to me/us

(Insert here the names of the heir(s) of the deceased)

The articles/properties mentioned hereunder-

Safe Deposit Locker No./Sealed Box in Safe Deposit Account No.	Details of the articles/ property	Description	Weight	Value

and held in the name(s) of _____ since deceased, without production of any succession certificate/ letters of administration to his / her/ their estate or a certificate from the Controller of Estate Duty to the effect that the estate duty has been paid or will be paid or none is due,

I/We _____ and _____ and _____

(State here the names of the heir(s) of the deceased).

and we _____ and _____

(State here the name of the sureties)

do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally undertake and agree to indemnify you, the Bank, and its successors and assigns against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against you or incurred by you by reason or in consequence of having delivered or agreed to have deliver to me/us the above mentioned articles/property of the deceased from the safe deposit locker/sealed boxes in safe deposit.

Signed sealed and delivered by the above named on this _____ day of _____ Two thousand and ___

SIGNED AND DELIVERED by the above named

(1) _____

(2) _____

(Heirs of the deceased)

SIGNED AND DELIVERED by the above named

(1) _____

(2) _____

(Sureties)



Baroda Rajasthan Kshetriya Gramin Bank

RECEIPT

Received from _____ Bank _____ Branch

Rs. _____ (Rupees _____ only) by Banker's Cheque
No. _____ dated _____ in favour of
_____ being the balance standing at the
credit of Saving Bank Account/ Current Account/ TDR/ SDR No. _____ in the
name of _____. The balance has been paid to me as per
Bank rules.

Date :
Place:

Signature of Claimant
Name:

Declaration in case funds are settled in favour of Minor

I, _____, father/mother and natural guardian of
_____ hereby certify that the proceeds of
your Banker's cheque No. _____ dated _____ favouring
_____ issued by you in full and final settlement of the balance in
Account No. _____ of Late _____ will
be utilized for the benefit of the minor only.

Place:
Date:

(Signature of Guardian)



Baroda Rajasthan Kshetriya Gramin Bank

Appendix H

LETTER OF INDEMNITY

In respect of payment of balance in deposit accounts of Missing person presumed to be dead (To be stamped as an agreement)

The Branch Manager
Baroda Rajasthan Kshetriya Gramin
Bank

Place:.....
Date:.....

WHEREAS Mr/Mrs/Miss _____ (name of the Missing person presumed to be dead) of _____ (address of the Missing person presumed to be dead) had at the time of his/ her missing to his/her credit a sum of Rupees _____ (balance in the account as on the date of missing) which including interest upto _____ (date of repayment) amounts to' _____ (amount now being repaid) in _____ (nature of account) account/s with the Baroda Rajasthan Kshetriya Gramin Bank, _____ Branch, (hereinafter referred to as "the said Bank").

AND WHEREAS _____ (names of the persons claiming repayment) of _____ (address) _____ (hereinafter referred to as "the said claimant/s") and _____ have represented to the said Bank that the said claimant/s is/are entitled to have the said sum paid to the said claimant/s and have accordingly requested the said Bank to pay the said sum to the said claimant/s.

AND WHEREAS the said claimant/s and Mr/Mrs/Miss _____ (names of the surety/ies) _____ of _____ (address of surety/ies)

_____ have agreed to indemnify the said Bank in respect of such payment.

NOW IN CONSIDERATION of the premises we,.....(name/s of claimant/s) _____ And _____ (name/s of surety/ies)..... for ourselves and our respective heirs, executors and administrators jointly and severally agree and undertake that the said Bank, its successors and assigns and its Managers, Agents, Officers and Servants, and their respective estates and effects are and shall from time to time and at all times hereafter be kept safe and saved harmless and indemnified for and in respect of such payment and against all actions, losses, costs, charges, expenses and demands whatsoever in respect of the said payment.

Yours faithfully,

_____(To be signed by the claimant/s and surety/ies)



SOP for Break open of Lockers

- Bank shall have the discretion to break open any locker following due procedure if there has not been paid by the customer for three years in a row.
- The Branch has to inform the customer through a letter and email and SMS alert to the registered email id and/ or mobile phone number.
- If there is no response within 7 days then the Branch should send first notice under Registered AD in **Form No. "A"**.
- If there is no response within **fifteen days** of receipt of first notice, branches should send a second notice by registered AD post in **Form No. "B"**.
- If the rent is not paid again within **fifteen days** of receipt of second notice, third notices as per **Form No. "C"** should be sent.
- If the rent is not paid within **fifteen days** of receipt of the third notice, final letter as per APPENDIX III be sent (not less than 3 months) under Registered AD at the last registered address referring to the notices already given and fixing the date and time for breaking open the locker and inviting him/her/them to remain present at the appointed time and place. Please note that in the event of any change, another registered A.D. notice as per the same draft should be sent (not less than 3 months) to the renter/s incorporating therein an additional line "that the second notice is given as the locker could not be broken open on the first appointed day."
- Before scheduling the Break open process the Branch has to consult with the manufacturer of the locker.
- If all the letters return undelivered, then the Branch has to publish an advertisement in newspaper dailies (one in English and another in local language).
- At the time of breaking open of the locker, in addition to the Branch Manager or Joint Manager/Custodian/officer who looks after the work of lockers, two respectable persons known to the branch (**not being the members or ex-members of staff**) should also be present. They should sign the inventory of the items found in the locker. If nothing is found in the locker, a statement to this effect should be prepared and signed.
- The branch shall also record a video of the break open process together with inventory assessment and its safe keeping and preserve the same so as to provide evidence in case of any dispute or Court case in future.
- The Branch has to shoot the video in a separate memory card which will be provided by the Bank. Before recording the video the Branch Head/Custodian should insert the memory card into his/her mobile phone. Thereafter the Branch has to record the process and save the



Baroda Rajasthan Kshetriya Gramin Bank

video in the memory card. After recording and saving of the same in the memory card, it should be removed from the mobile phone and kept under dual custody for future reference.

- After making an inventory, the contents, if any, should be put in a box or packet which should be sealed in the presence of the witnesses and PANCHNAMA should be prepared.
- The approximate weight of the packet so sealed be mentioned at the end of the inventory.
- The box or packet should thereafter be held in safe custody.
- A note should be made at the foot of the inventory that the contents mentioned therein have been put into a box/packet and sealed in the presence of the parties and that the same has been kept in the safe custody.
- Branches should, thereafter, refer to the Regional Authority for instructions regarding the follow up action to be taken for recovery of overdue rental and delivery of items listed in the inventory. If it is decided to claim arrears etc., a letter as per APPENDIX IV should be sent to the locker hirer.
- Branches should maintain a register wherein copies of inventories of all the lockers broken open be pasted under authentication.



Baroda Rajasthan Kshetriya Gramin Bank

Form No. "A"

**Baroda Rajasthan Kshetriya Gramin bank,
(Head Office, Ajmer)**

.....Branch

Ref.No.

Date: . . 20....

Mr./Mrs./Ms.

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

Dear Sir/ Madam,

Re: Locker No.....

Rent Rs.

Due on

The captioned Safe Deposit Vault was rented out to you and rent for the same falls due/ was due on.....

If rent is not paid on due date, penalty at applicable rate for overdue rent will be levied separately.

We will be happy to have remittance of Rs. towards renewal of locker facility at an early date.

Please note if the rent is not paid, the Bank may initiate action including break open of the locker.

Yours faithfully,

CUSTODIA



Baroda Rajasthan Kshetriya Gramin Bank

Form No. "B"

Baroda Rajasthan Kshetriya Gramin bank,
(Head Office, Ajmer)
.....Branch

1st –Reminder

Ref.No.

Date: . . 20....

Mr./Mrs./Ms.

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

Dear Sir/ Madam,

Re: Locker No.....
Rent Rs.
Due on

Kindly refer to our letter no. dated . The captioned Safe Deposit Vault was rented out to you and rent for the same was due on.....

Rent was not paid on due date, penalty at applicable rate for overdue rent will be levied separately.

We will be happy to have remittance of Rs. towards renewal of locker facility at an early date.

Please note if the rent is not paid, the Bank may initiate action including break open of the locker.

Yours faithfully,

CUSTODIAN



Baroda Rajasthan Kshetriya Gramin Bank

Form No. "C"

Baroda Rajasthan Kshetriya Gramin bank,
(Head Office, Ajmer)

.....Branch

2nd –Reminder

Ref.No.

Date: . . 20....

Mr./Mrs./Ms.

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

Dear Sir/ Madam,

Re: Locker No.....
Rent Rs.
Due on

Kindly refer to our letter no.datedand letter no.....
dated..... regarding payment of locker rent.

The captioned Safe Deposit Vault was rented out to you and rent for the same was
due on.....

Rent was not paid on due date, penalty at applicable rate for overdue rent will be
levied separately.

We will be happy to have remittance of Rs. towards renewal of
locker facility at an early date.

Please note if the rent is not paid, the Bank may initiate action including break open
of the locker.

Yours faithfully,

CUSTODIAN



Baroda Rajasthan Kshetriya Gramin Bank

ANNEXURE- I

“TERMINATION NOTICE”

Baroda Rajasthan Kshetriya GraminBank

_____ Branch

REGISTERED A.D.

Place: _____

Date: _____

Dear Sir/Madam,

Re: Termination of license Agreement of locker no.

In connection with the above locker, we have to inform you that inspite of our several letters by ordinary and registered post, we have not received from you a sum of Rs.

_____ only being the rental charges for_ year/s which is payable strictly in advance.

This has reference to the Locker License Agreement executed by you on.....,based on which our bank has allotted you the above locker on certain terms and conditions.

It is observed that you have breached the following clause/s Of the agreement :

Now , as per clause 3.2.1 of locker license agreement executed by you on_____.

Bank has decided to terminate the captioned license agreement and serving this notice to remove the contents and surrender the locker together with key within 3 (three) months from the date of this notice failing which the bank will be constrained to proceed for break open your locker at your risk and responsibility. Further please note that overdue rent arrears if any, along with break open charges will be recovered from you.

Yours faithfully,

BRANCH MANAGER



Baroda Rajasthan Kshetriya Gramin Bank

ANNEXURE- II

“BREAK OPEN NOTICE”

Baroda Rajasthan Kshetriya Gramin Bank

_____ Branch

REGISTERED A.D.

Place: _____

Date: _____

Dear Sir/Madam,

Re: Safe Deposit Vault Locker No. _____
Type _____ **Date** _____

In connection with the above locker, we have to inform you that inspite of our several letters by ordinary and registered post, we have not received from you a sum of Rs.

_____ only being the rental charges for_ year/s which is payable strictly in advance.

Please note that because of non-payment of the rental for___year/s, we have become entitled to break open the locker. We, therefore, hereby give you notice that if within 3 months from the date of this notice the rental is not paid and the key of the locker is not returned, we will proceed to break open your locker at P.M. on_____20__ when you

may remain present to witness the inventory of the contents of the locker that we may make. Please note that we will proceed with the inventory in your absence, if you fail to remain present at the appointed date and time.

In making the inventory, we will have a right to keep the contents, if any, in such other locker or place as we may deem fit and hold you responsible not only for the rent, but also for the costs of opening the locker, replacing the lost key, changing the lock etc.

Yours faithfully,

BRANCH MANAGER



Baroda Rajasthan Kshetriya Gramin Bank

ANNEXURE- III

“AUCTION NOTICE”

Baroda Rajasthan Kshetriya Gramin Bank

.....Branch

REGISTERED A.D.

Place:

Date:

Dear Sir/Madam,

**Re. : Safe Deposit Vault Locker No. _____
Type _____ Due _____**

We refer to our letter no. _____ dated _____ and have to inform you that as notified therein, we had the above locker drilled open on _____ in the presence of two respectable persons. Please note that the locker was found to be empty/to contain some article/s which are held by us in safe custody for which you will have to pay the charges as per our rules and practice.

The articles found may be having sentimental or monetary value to you. If you desire to have them back, please call on us and take them on payment of our dues.

In case you do not call on us within 3 Months from the date of this letter, we will have no other alternative except disposing them off not with standing how much sentimental/monetary value you attach to the article/s.

Time of auction :

Date of auction :

Place of auction

Details of article found _____

We now request you to remit the following amount to us without any further delay:

Charges for drilling open the locker, making key etc.	Rs.
Overdue rent	Rs.
Other sundry expenses	Rs.

TOTAL _____

Please note that if you fail to remit to us the above amount within 90 days from the date of this letter, we will take such legal steps against you as advised by our advocate and you will be liable for all costs that we may have to incur in this matter.

Your's faithfully

Branch Manager



Baroda Rajasthan Kshetriya Gramin Bank

Annex-7

FORM SL-1

Name of Branch: _____

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

I,
(name and address) nominate the following person to whom in the event of my/minordeath (name and address of branch/office in which the locker is situated) may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below:-

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

Place: _____

Date: _____

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

*Signature/Thumb impression of
witness(es)

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

*Thumb impression shall be attested by two witnesses



Baroda Rajasthan Kshetriya Gramin Bank

FORM SL- 1A

Name of Branch: _____

Nomination under section 45ZE of the Banking Regulation Act, 1949 and Rule 4(2) of the Banking Companies (Nomination) Rules, 1985, by Joint hirer in respect of safety locker.

I / We,(name and addresses) nominate the following person(s) to whom in the event of the death of one or more of us.....(name and address of branch/office in which the locker situated) 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			
Nature of	Distinguishing mark or No.	Additional details, if any	Name	Address	Relationship with hirers, if any	Age

Place: _____

Date: _____

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

*Signature/Thumb impression of
witness(es)

*Thumb impression(s) shall be attested by two witnesses



Baroda Rajasthan Kshetriya Gramin Bank

FORM SL-2

Name of Branch: _____

Cancellation of nomination under sections 45ZE and 52 of the Banking Regulation At Rule 4(5) of the Banking Companies (Notification) Rules, 1985 in respect of safety locker

I/ We..... [name(s) and address(es)] hereby cancel the nomination(s) made by me/us in favour of..... [name(s) and address(es)] in respect of the safety lockers, the particulars whereof are given below:-

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

Place: _____

Date: _____

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

*Signature/Thumb impression of witness(es)

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

*Thumb impression shall be attested by two witnesses



Baroda Rajasthan Kshetriya Gramin Bank

FORMSL-3

Name of Branch:.....

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

I, [name and address] cancel the nomination made by me/us in favour of.....
.....[name and address] and hereby nominate the following person to whom in the event of my death / minor's death.....
.....(name and address of, branch/office in which the locker is situated) may give access to the locker and liberty to remove the contents of locker, particulars whereof are given below:

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

Place:_____

Date:_____

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

*Signature/Thumb impression of
witness(es)

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

*Thumb impression shall be attested by two witnesses



Baroda Rajasthan Kshetriya Gramin Bank

FORM SL-3A

Name of Branch: _____

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

I,[name and address] cancel the nomination made by me/us in favour of.....
.....[name and address] and hereby nominate the following person to whom in the event of my death / minor's death.....
.....(name and address of, branch/office in which the locker is situated) may give access to the locker and liberty to remove the contents of locker, particulars whereof are given below:

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

Place: _____

Date: _____

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

*Signature/Thumb impression of
witness(es)

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

*Thumb impression shall be attested by two witnesses



Baroda Rajasthan Kshetriya Gramin Bank

FORM SC-1

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

I,.....(name and address)
.....nominate the following person to whom, in the event of my / minor's death the articles left in safe custody, particulars whereof are given below, may be returned by Baroda Rajasthan Kshetriya Gramin Bank.
Br.....

Articles			Nominee				
Nature of Article	Distinguishing Mark or No.	Additional details ,if any	Name	Address	Relationship with depositor if any	Age	If nominee isa minor, date of birth.

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

Place:_____

Date:_____

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

*Signature/Thumb impression of
witness(es)

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

** Strike out if nominee is not a minor.

@ Thump impression shall be attested by two witnesses.



Baroda Rajasthan Kshetriya Gramin Bank

FORM SC-2

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

I,.....
.....(name and address)
hereby cancel the nomination made by me in favour of (name and address).....
..... in respect of (give details of articles)
.....
left by me in safe custody with Baroda Rajasthan Kshetriya Gramin Bank, Br.....
.....
(name and address of branch office/ in which articles are left in safe custody).

Place: _____

Date: _____

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

*Signature/Thumb impression of
witness(es)

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

@ Thumb impression shall be attested by two witnesses.



FORM SC-3

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

I, (name and address)
cancel the nomination made by me in favour of (name and address)
.....and hereby nominate the
following person to whom in the event of my / minor's death, the articles left in safe custody,
particulars where of are given below may be returned by Baroda Rajasthan Kshetriya Gramin
Bank ,Br.....

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

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

Place: _____

Date: _____

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

*Signature/Thumb impression

of witness(es)

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

** Strike out if nominee is not a minor.

@ Thump impression shall be attested by two witnesses.