

THE KARNAVATI CO.OP. BANK LTD

Locker Policy

Approved by the Board in BOD Meeting Dt. 18.10.2021 Res. No. 14

Introduction:

Safe deposit lockers facility is one of the ancillary services extended by bank at our branches. The locker units will be leased out to customers after obtaining adequate KYC documents. The relationship between the banker and the customer of a locker is that of lessor and lessee.

Secrecy and Confidentiality:

The Bank will ensure utmost secrecy of the Safe Deposit Lockers hired by the customer and will not divulge any information about hiring of lockers, mode of operation etc. to anyone, except when the disclosure is required to be made with the clear consent of the hirer(s) or in compliance of the orders of a competent authority having statutory powers. Bank's lockers will be available to any person, having contractual capacity i.e. capacity to enter into a contract. Thus locker can be hired by an Individual singly and / or two or more individuals jointly as well as firms, Limited Companies, Societies, Associations, Clubs etc.

Allotment of locker:

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

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

Due diligence of KYC norms, will be duly applied before allotment of locker.

Wait List of Lockers:

Branches will maintain a wait list for the purpose of allotment of lockers and will ensure transparency in allotment of lockers. All applications received for allotment of locker will be acknowledged and given a wait list number.

Fixed Deposit as Security for Lockers:

To ensure prompt payment of locker rent, at the time of allotment, a minimum fixed deposit is obtained which would cover 3 years' rent and the charges for breaking open the locker in case of an eventuality.

Providing a copy of the agreement:

Branches will give a copy of the agreement to the locker-hirer at the time of allotment of the locker, if preferred by the customer.

Rental Tariff and Recovery of Rent:

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

Locker Rent

- Branches may face potential situations where the locker-hirer neither operates the locker nor pays the rent. To ensure prompt payment of locker rent, branches are allowed to obtain a Term Deposit, at the time of allotment, which would cover three years' rent and the charges for breaking open the locker in case of such eventuality. Banks, however, shall not insist on such Term Deposits from the existing locker holders or those who have satisfactory operative account. The allotment of locker facility with placement of term deposits beyond what is specifically permitted above will be considered as a restrictive practice.
- If locker rent is collected in advance, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer.
- If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the branch shall give public notice in two newspapers (including one local daily in vernacular language) in this regard and the customers shall be intimated at least two months in advance along with options for them to change or close the facility. In case of unplanned shifting due to natural calamities or any other such emergency situation, banks shall make efforts to intimate their customers suitably at the earliest.
- The following are the locker charges prescribed by the Bank. (w.e.f. 01-07-2017)

S. No.	Type	Rent Per Year	GST (18%)	Total Rent	Rent for 3 Years	GST (18%)	Total Rent
1	A	475	86	561	1282	231	1513
2	B	740	133	873	1998	360	2358
3	C	1000	180	1180	2700	486	3186
4	F	1780	320	2100	4806	865	5671

- a) First year rent will be advance.
- b) Concession in rent by 10% in case of advance payment of rent for three years.
- c) Rent will be collected in advance. The advance rent will be considered for 1 year or part thereof.

Recovery of rent from hirer(s):

Safe Deposit Locker rent will be payable in advance and in the event of locker rent remaining unpaid, when due, the Bank will have the right to refuse access to the locker and without prejudice to Bank's right to break open the locker. Locker rent will be recovered on annual basis. The lease period of one year will start from the date of hiring the locker and will continue till the preceding day of the corresponding date in the subsequent year. If the locker is hired in the name of the staff member, either singly or jointly with his / her spouse, a nominal concession will be allowed at the discretion of the Bank. However, a staff member would be eligible to hire only one locker at concessional rent at the bank.

Operations of Safe Deposit Vaults/Lockers:

Branches will exercise due care and necessary precaution for the protection of the lockers provided to the customer.

The Hirer/s can operate the Safe Deposit Locker only on the Bank's working days and during the business hours of the Bank. Before operating the locker, the hirer/s should sign the locker operation register which shall be kept at the bank.

The Locker can be surrendered at any time without any damage.

Customer due diligence

Branches will carry out customer due diligence for both new and existing customers at least to the levels prescribed for customers classified as medium risk. If the customer is classified in a higher risk category, customer due diligence as per KYC norms applicable to such higher risk category should be carried out.

Nomination Facility and Settlement of Claims

- The nomination can be made in favor of only one individual. In accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed by the banks.
- Nomination, cancellation or variation in existing nomination can be made either at the time of hiring of the locker or subsequently at any time during occupancy of the locker.
- The prescribed form of nomination or cancellation/variation of nomination as the case may be obtained from hirer/s duly completed in all respects, which will be

recorded in a register maintained with the Bank and an acknowledgment given to the hirer.

- Where the hirer/s prefers not to nominate, the same will be recorded in the application form.
- Nomination facility on safe deposit lockers shall be extended by the Bank to release the contents to the nominee of the Hirer, in the event of death of hirer. If the locker is held jointly and one of the hirers dies, the contents can only be removed jointly by the nominee and survivors.

Measures relating to lockers which have remained unoperated

Where the lockers have remained unoperated for more than three years for medium risk category or one year for a higher risk category, branches will immediately contact the locker-hirer and advise him to either operate the locker or surrender it. This exercise will be carried out even if the locker hirer is paying the rent regularly. Further, branches will ask the locker hirer to give in writing, the reasons why he / she did not operate the locker. In case the locker-hirer has some genuine reasons as in the case of NRIs or persons who are out of town due to a transferable job etc., branches will allow the locker hirer to continue with the locker operations. In case the locker-hirer does not respond nor operate the locker, branches will consider opening the lockers after giving due notice to him. This clause is included in the locker agreement.

Embossing identification code:

Branches will ensure that identification Code of the bank / branch is embossed on all the locker keys with a view to facilitate Authorities in identifying the ownership of the locker keys.

Breaking Open of Locker:

- Break-open of locker may happen either at the request of the hirer/s or by the bank for default in payment of prescribed charges for or for any other reason.
- Break Open charges shall be recoverable from the hirer/s.
- Bank shall engage the suppliers of the locker unit to break open the lockers.
- When the break-open of locker is done at the request of the hirer, the same shall take place in the presence of the hirer or his nominee, as the case may be.
- When the break-open of locker is done at the instance of the bank, the customer shall be provided notices in advance as per the internal procedures and then it will be broken open by the representative of the manufacturers /suppliers in the presence of two respectable non-staff independent witnesses, in addition to the officers of the branch.

Appropriation of "Caution Money" towards overdue locker rent and other Bank charges.

In cases of break-open of lockers carried out by the Bank for non-payment of locker rent, the Caution Money deposited by the hirer/s, will be appropriated for recovery of expenses incurred by the Bank in (i) breaking open the locker, (ii) replacement of lock, and (iii) recovery of Bank's dues on account of overdue locker rent.

Freezing / Unfreezing of Lockers

The Bank will give due cognizance to orders received from a competent authority having statutory powers for freezing / unfreezing of locker.

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

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

Death of the hirer:

Notice of knowledge of the death of a hirer or a surviving hirer in the case of 'E or S' hirers will be recorded in the Locker Register (L. 7) with date and source of information under the initials of an officer.

As a further precaution, a slip reading 'hirer deceased' will be pasted on the locker. Thereafter access to the locker should be allowed on production of legal representation.

Access may however be allowed, for making an inventory of the contents with a view to obtaining the necessary legal representation to known heirs of the deceased in the presence of their lawyers / solicitors or to persons authorised by a court for this purpose.

Where authority has been given to the survivor or survivors to operate the locker in writing specifically at the time of lease of the locker, in the case of joint account, the question of legal representation does not arise unless the survivor also dies.

Section 45ZE of the Banking Regulation Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. However, the responsibility of the branches in such cases will be to ensure that when the contents of a locker were sought to be removed on behalf of the minor nominee, the articles were handed over to a person who, in law, was competent to receive the articles on behalf of the minor.

Procedure for return of contents of Lockers to Survivor/Nominee/Legal heirs:

In order to ensure that the contents of lockers are returned to the genuine nominee, as also to verify the proof of death, bank has devised our own claim formats and will also follow the procedure suggested by the Indian Banks' Association /appropriate authorities.

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

- i. If the sole locker hirer nominates a person, banks will give to such nominee access of the locker and liberty to remove the contents of the locker in the event of the death of the sole locker hirer.
- ii. In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates person, in the event of death of any of the locker hirers, the bank should give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s).
- iii. In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given over to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause, banks will follow the mandate in the event of the death of one or more of the locker-hirers.

However, banks will take the following precautions before handing over the contents:

(a) Branches will exercise due care and caution in establishing the identity of the survivor(s) / nominee (s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence;

(b) Branches will make diligent effort to find out if there is any order from a competent court restraining the bank from giving access to the locker of the deceased; and

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

Bank will note that since the access given 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 only serves to cause entirely avoidable inconvenience to the survivor(s) / nominee (s) and would, therefore, invite serious supervisory disapproval. In such case, therefore, while giving access to the survivor(s) / nominee(s) of the deceased locker hirer, the bank will desist from insisting 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).

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

There is an imperative need to avoid inconvenience and undue hardship to legal heir(s) of the locker hirer(s). In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, the bank will adopt a customer friendly claim procedure, drawn up, then and there, for giving access to legal heir(s) / legal representative of the deceased locker hirer.

The Bank shall also be guided by the provisions of Sections 45 ZC to 45 ZF of the Banking Regulation Act, 1949 and the Banking Companies (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act. 5 Further, in case the nominee/ survivor(s) / legal heir(s) wishes to continue with the locker, banks may enter into a fresh contract with nominee/survivor(s) / legal heir(s) and also adhere to KYC norms in respect of the nominee/ legal heir(s).

Surrender of Locker:

- Locker can be surrendered by the hirer/s at any time during the contract period through a written application and handing over of keys to the Bank Officials.
- Bank can also request for surrender of locker with due notice.
- In cases where the hirer wishes to surrender the locker before expiry of existing lease period, surplus of rent over the 12 months' tenure, if any, will be refunded.

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

Settlement of Claim:

Settlement of claim to the nominee or the legal heirs shall be subject to the following:

- Proper identification and establishing the identity of the survivor(s) / nominee(s)
- Production of death certificate issued by competent authority.
- There should not be any order from a competent court restraining the bank from giving access to the locker of the deceased.
- In case nomination is available, contents of the locker shall be delivered to the nominee after proper identification of the nominee and subject to production of necessary documents.
- Where no nomination is available, settlement shall be made to the legal heirs as per Bank's claim settlement policy.

Other aspects:

- The Bank will exercise due care and necessary precautions for the protection of lockers and the locker hirer while operating the locker. The security procedure will be well documented.
- In all cases except where locker is continued to be used by surviving hirers, locker key will be taken back from nominee/claimants, by terminating the original contract.
- In case the claimant does not have the locker keys, locker needs to be broken open. This should be done post obtaining documentation and approval.
- Nomination, cancellation or variation in existing nomination can be made either at the time of hiring of the locker or subsequently at any time during occupancy of the locker.
- The prescribed form of nomination or cancellation / variation of nomination, as the case may be obtained from hirer/s duly completed in all respects, which will be recorded in a register maintained with the Bank and an acknowledgement given to the hirer.
- No notice of claim of any person, other than hirer/s of a locker, will be entertained by the Bank. The Bank is also not bound by any such notice even though expressly given, provided that where any decree, order, certificate or other authority from a court of competent jurisdiction relating to the locker or its contents is produced before the Bank, the Bank shall take due note of such decree, order, certificate or other authority.
- Where the hirer/s prefers not to nominate, the same will be recorded in the application form.

Liability of banks

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

Right to alter or add Rules:

The Bank reserves the right to alter or add to these rules and such alteration and additions shall be binding on the account holder.

DEATH CLAIM FORM

(TO BE SUBMITTED BY THE NOMINEE OF THE SAFE CUSTODY / SAFE DEPOSIT LOCKER)

**The Branch Head
The karnavati Co-Op Bank Ltd.,**

_____ **Branch**

Claim for Contents of Safe Deposit Locker/Contents in safe Custody held by Deceased

Mr./Mrs./Ms_____

Dear Sir,

I, Mr./Mrs./Ms _____ Nominee /appointed on behalf of the minor nominee* hereby declare that I am the nominee /appointed on behalf of the minor nominee* of the deceased. Mr./Mrs./Ms _____ I further declare that I am nominated to claim Articles held in Safe Custody / Safe Deposit Locker with your Branch Of The karnavati Co-Op Bank Ltd., by deceased Mr./Mrs./Ms. _____

The Articles held in Safe Custody / Safe Deposit Locker are held in Account _____/ Locker No. _____ Safe Custody Receipt No. _____ of deceased Mr./Ms/Mrs. _____

I/we receive the Articles held in Safe Custody / Safe Deposit Locker from the Bank as trustee(s) of the legal heirs of the deceased depositor i.e. such delivery of articles by the Bank to me/us shall not affect the right of claim which any person may have on articles of the deceased and there is no court order seeking to restrain the Bank from making such delivery of articles.

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

i) Death Certificate issued by _____

ii) Identity proof (required in nomination cases) _____

Mr./Ms/Mrs. _____ Signature _____

(Nominee/appointed on behalf of minor nominee*) Date _____

Address _____

Witness **

1. Signature	2. Signature
Name:	Name:
Address:	Address:
Place: Date:	Place: Date:

* Strike out whichever is not applicable

** Witness should be any of the following persons:

- i) Magistrate or Judicial Official
- ii) An Officer of the Central or State Government or
- iii) An Officer of a bank or
- iv) Two persons acceptable to the bank.

DISCHARGE CERTIFICATE

(To be obtained during surrender of locker signed by all the locker hirers)

The Karnavati Co - Op Bank Ltd .

_____Branch

I / We hereby certify that I/ We have this day withdrawn all the property belonging to us, stored in locker number _____, key bearing number _____ leased on _____ and that the Locker and its key are hereby surrendered in token of termination of the lease.

Name of the Hirer(s)

Signature of Hirer(s)

1 _____

2 _____

3 _____

4 _____

Place :

Date :

Annexure II - Affidavit cum Indemnity Letter

(To be stamped with the duty payable for affidavit & Indemnity bond)In respect of contents of safe deposit locker of deceased person;

I/We Mr/Ms/Miss (name/names of the claimants),(s/o, w/o, d/o), aged, address,

do hereby solemnly affirm and state as follows.

1. I/We am/are the legal heirs of Mr/Ms/Miss (name of deceased Locker holder) and the deceased is my/our (father/mother/wife/husband/son/daughter etc.)
2. I/We further state that I/We the following legal heirs are the only legal heirs entitled to claim the

balance deposit/amount /jewels/ ornaments and other valuables the contents held in the locker/safe custody:-

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

3. I/We further state that the deceased was holding an Locker (hereinafter referred to as “the Locker”) (specify the Locker details)_____in_____branch of The Karnavati Co-Op Bank Ltd. (herein after referred to as “the Bank”).

4. I/We affirm that I/We am/are the sole legal heirs of the deceases who are entitled to receive belongings to the deceased.

5. I/We have requested the bank to hand-over contents of the safe deposit locker to Shri/Smt. _____being one of the legal heirs for and on behalf of all the legal heirs.

6. I/We are aware that the Bank has agreed to settle our claims relying on this affidavit and I/We agree to indemnify the bank in respect of such payment or delivery of the contents of

items in safe deposit locker or held in safe custody against any claim made by any person forthe amount standing to the credit of the Locker of the deceased.

7. I/We for ourselves and my/our respective heirs, executors and administrators jointly and severally agree, affirm and undertake that the bank, its successors and assigns and its managers,agents, officers and servants and their respective estates and effects are and shall from time to time and at all times hereafter be kept safe and saved harmless and indemnified for and in respect of such payment and against all actions, losses, cost, charges, expenses and demands whatsoever in respect of the said payment or delivery of the contents of items in safe deposit locker or held in safe custody.

All the averments made herein before are true and correct and I/We put my/oursignature/mark on this_____Day of _____200_____at_____in the presence of _____.

Signatures(s) of deponents. (claimants)

Signature of Witness

Affidavit to be attested by Notary Public.

Annexure V - ACKNOWLEDGEMENT (for Annexure II & III)

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

* We, Shri/Smt. _____

_____ legal heirs and

Shri/Smt. _____

_____ Surviving hirers

hereby acknowledge the receipt of the contents of the safety locker comprised in ad set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____

(Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Shri/Smt. . _____ Signature _____

Date & Place _____

(* Delete whichever is not applicable)

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

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

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

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

(ii) _____ Jointly

(iii) _____
was taken on this _____ day of _____ 20____.

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

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

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

above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

and

Shri/Smt. _____ Survivorsof
joint hirers

Address _____ (Signature)

Shri/Smt. _____

Address _____ (Signature)

2. Two 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 safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

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

(Survivor) Signature _____

Signature _____

Date & Place _____

Shri/Smt. _____

(Survivor) Signature _____

Date & place _____ NOTE:

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