



STANDARD OPERATING PROCEDURES FOR THE LOCKER

1. Issuance of Lockers:

- The existing customers of a bank as well as who are not having any other banking relationship with the bank can be given the facilities of safe deposit locker / safe custody article after complying with the Customer Due Diligence criteria as per extant guidelines communicated by Operations Division (KYC Section) and subject to on-going compliance. (The customer who are not having an account with Bank shall make a formal request for leasing out of locker to him with required KYC documents as per Bank's KYC Policy. The formal request letter with KYC documents shall be kept in records with Locker Agreement).
- Branches to obtain a Term Deposit, at the time of allotment, which would cover three years' rent and the charges for breaking open the locker plus Rs.1000/- plus GST (as per IRMD guidelines from time to time). However, such Term Deposits from the existing locker holders or those who have satisfactory operative account shall not insist on. Also **Locker Hirer may opt to keep the requisite amount in his deposit account upon which lien be marked.** Also, in case of allotment of Locker to non-account holders but KYC compliant customers, the rent for one year plus three year advance rent is to be collected and appropriated as Income Rent on Locker
- As a rule one locker is issued to a single customer. However in exceptional cases, the request for leasing out of second locker will be forwarded to Circle Heads for consideration.

2. Nomination

- The nomination to be held from locker holders as under:
 - a. Nomination by sole hirer on PNB 821 (SL1)
 - b. Nomination by Joint hirers on PNB 821 (SL1A).
 - c. Cancellation of Nomination PNB 821 (SL 2).
 - d. Variation of Nomination by sole hirer on PNB 821 (SL3).

e. Variation of Nomination by Joint hirers on PNB 821 (SL3A).

Acknowledgement of the nomination, cancellation, and variation in nomination is to be issued to the locker hirer invariably.

- In case of a sole hirer of a locker, nomination shall be made in favour of only one individual.
- Where two or more individuals hire the safe deposit locker jointly, nomination can be made in favour of one or more persons.
- Where the locker is nominated in the name of a minor, the locker holder shall appoint another person (who is not a minor) lawfully entitled to act on behalf of the minor.
- The nomination or cancellation of nomination or variation of nomination is to be recorded in system.
- Any nomination in favour of other than an individual will not be valid and hence must not be accepted. Nominee cannot be an Association, Trust, Society or any other organization.
- On the death of one of the joint hirers of a locker the contents of the locker are only allowed to be removed jointly by the nominee and the survivor(s) after an inventory is taken.
- If the locker hirer(s) prefer not to nominate. the fact of refusal may be recorded by obtaining a letter from the lessee(s) as per format.
- Where the contents of a locker are sought to be removed on behalf of the minor nominee, the articles are to be handed over to a person is legally competent to receive the articles on behalf of the minor.
- Changes or cancellation in the nomination in case of locker hired by two or more individuals jointly can be made only by all the hirers jointly.
- In case of surrender of lockers or cancellation/variation of nomination, appropriate noting under proper authentication must be made in the system. The forms relating to nominations made by lessees should be kept in era-file(s) in the chronological order. As and when any variation/ cancellation of nomination is made, the fresh forms be taken from the lessee and filed with the old forms after making appropriate noting, under proper authentication, on the old form. However, in case of surrender of locker, the related nomination form should be filed with 'Rent Deed Memorandum' (PNB-80R).

- In the event of death of a lessee reference may be made in the system. Lease Deed nomination papers are kept, with a view to ascertaining whether any nomination has been made in respect of that locker (SDV). If so, an entry be made in the lease deed, in bold letters, in red ink, under proper authentication, indicating that the lessee has expired and nominee is (giving the date of death and source of information about the death of the lessee, name, address etc. of nominee).

3. Operation of Locker

- Whenever customer (Lessee(s)/ Authorized Person) visits branch to operate the locker, his signature(s) will be obtained in the Kacha Visit Register (Form No. PNB-82). Locker In-charge/Custodian/Authorized Official before opening the locker must compare the visitor's signature with his/her specimen signatures, uploaded in the "Locker Module" and ensure its genuineness, by invoking the relevant Menu Option.
- The details of the visit are recorded using the menu option HLKOPS. The menu provides for recording IN time and OUT time for locker operations. Both of these times are to be recorded to complete the process. While entering the IN details, the user shall enter the Locker No and the system will display all the detail of the locker to be operated i.e. locker type, key No. Customer Id, customer name etc and will ask for entering Customer Id of the locker holder or the authorized person that will operate the locker. On entering Cust Id, signatures attached with the Cust Id will be displayed by the system. Also an ingress and egress register for all other individuals including staff member entering in the Safe deposit Locker room_ be maintained at Branch .
- After keeping a note of the "Pass-Word", the locker custodian will accompany the visitor to his/her locker and before applying his/her key to the locker, the visitor must be enquired of and his/her "Pass Word", in seclusion. In case the visitor fails to give the correct "Pass Word", extra precaution should be exercised and access to the locker must not be permitted, till such time, the visitor is identified to the custodian's satisfaction.
- Where, the correct "Pass Word" is given by the visitor, the custodian will apply the master key to the locker and the visitor will be requested to apply his/her own key to open the locker. It must be carefully noted that the lessee's key should on no account be handled by the custodian or any other member of the staff nor any assistance be given to the visitor, in handling the contents of the locker.
- After the operations in the locker have been completed, the user shall record the time out by entering the OUT details. The operations shall only be completed when both IN and OUT details are entered into the system.

- The mechanism of the locker provides for its automatic double locking, when it is locked by the visitor. It cannot be re-opened unless both the custodian's and locker holder's keys are applied to it.
- Before Day end the locker in charge shall ensure that the entire locker operated during the day have been marked OUT in the system. In case user fails to do so, system will not allow subsequent operations in the locker.
- System generated email and SMS alert shall 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 the redressal mechanism available in case of unauthorized locker access.
- People in drunken state must not be allowed to have an access to the vault nor will they be permitted to operate their lockers but this matter be handled tactfully by the custodian himself.
- When a locker is let out to more than one lessee, each one of the joint lessees has the right of separate access to it and further each of such joint lessees shall have the right and authority to surrender that locker and terminate the lease, unless otherwise specifically provided.
- If a locker is let out in the capacity of "Former or Survivor(s)", during the life time of the former, the other joint lessee(s) shall have no interest in the contents of the locker nor can he/she/they stop operation on the locker or issue any instructions to the bank. The liability for the payment of rent of the locker will, however, be that of all the lessees.
- Letter advising mandatory operation of the Locker by lessee depending upon risk classification shall be sent to the locker hirer by branch immediately after risk classification of lessee.
- 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.
- The 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 bank custodian shall record the fact

of not closing the locker properly in the register and its closure by the bank with the date and time. 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, no article is left and no person is inadvertently trapped in the locker room after banking hours.

- At the close of each day, the custodian will append the following certificate on the Kacha Visit Register (**PNB-82**) by means of a rubber stamp reading as under:

"Certified that I have examined all the operated lockers during the day and have found them properly locked. Also verified the premises to ensure that nothing was left inside the strong room.

"CUSTODIAN"

- Incumbent In-charge to ensure that no unaccounted cash, securities or other valuables belonging to the bank's clients are kept in the unallotted /vacant Safe Deposit Locker at the branch. Any such activity indulged in by any employee will render him liable to disciplinary action.
- Locker facility may be allowed to visually impaired person jointly with a person without any visual impairment, known / related to him / her (the visually impaired person intending to take locker on lease) and operation of such locker shall be permitted jointly. All the documents relating to leasing of locker shall be executed jointly.
- Locker facility may be allowed singly in the individual name of the visually impaired person. However, operation of such locker shall be permitted in the presence of one literate witness with no visual impairment who shall be designated by the lessee at the time of execution of Rent Deed Memorandum. The lessee (the visually impaired person) may designate maximum three witnesses at the time of executing the Rent Deed Memorandum. The signature of the witness shall also be obtained along with the signature / thumb impression of the visually impaired lessee at the time of operation of locker.
- Lessee of a Safe Deposit Vault (locker) can appoint a person for operating the locker, on the terms and conditions in **Rent Deed Memorandum (PNB-80R)** and the authority in favor of the said person ceases with the death of the lessee. Such a person (Authorized Person) cannot be allowed to operate the locker after the death of the lessee. The nomenclature of the said person so authorized to operate the locker is Authorized Person. Where an authorized person is required to be appointed by a lessee, necessary authority will be obtained, in **Rent Deed Memorandum (Form No.PNB-80R)** at the appropriate place and the lessee's signature to the

authorization, will be got witnessed. The specimen signatures of the authorized person(s) should be obtained on **Form No. PNB-80R** and must be witnessed by an independent person and attested by the custodian of the vault.

- Ordinarily, lessees, must call at the bank for appointing the 'Authorized Person' but in exceptional cases, when appointment of 'Authorized Person' is permitted by letters, such requests will be obtained from the lessee's, which must bear the specimen signature of the "Authorized Person's", duly attested by the lessees. Such authorization letters will be examined by the custodian and after verifying the lessee's signatures thereon will ensure that necessary entries in the Rent Deed Memorandum and the lessee's account ledger have been properly made, which should be checked by him, under his authentication.
- Immediately on receipt of the authority letter, the lessee should be informed by a separate letter, seeking his/her confirmation which should be dispatched under certificate of posting and the confirmation when received must be filed with relative Rent Deed Memorandum. As and when 'Authorized Person' makes first visit to the vault, and after he/she has been properly identified, his/her specimen signatures will be obtained on **Form No. PNB-80R** at the appropriate places and attested by the custodian under a rubber stamp reading as under:
 - Signatures Verified
 - Entries made in **PNB – 80R**
 - Checked
 - CUSTODIAN
- Authorization in favor of minors and blind persons, and by trustees, in favor of third parties, must in no case be accepted
- In case the lockers are being operated through an electronic system, reasonable steps be taken to ensure that the system is protected against hacking or any breach of security. The customers' personal data, including their biometric data, shall not be shared with third parties without their consent. Further, bank shall ensure that the electronically operated lockers are compliant with the Cyber Security Framework of the Bank. The system should be capable of maintaining unalterable log of locker activities. The relevant statutory/ regulatory guidelines/requirements applicable for IT / data protection shall be complied

4. Key Maintenance

- There is no restriction in **allowing the customer to use an additional padlock of her /his own if there are such provisions in lockers.**
- During the daytime, the custody of the master key must remain with the Incumbent In-charge or with Authorized official who act as a custodian. Overnight, it will be kept in the strong room, under the joint custody of the Incumbent In-charge / cash in-charge and the Head Cashier. A record of such joint custody will be kept in the Opening and Closing Register (**PNB-90**) on a separate opening, which must be signed, both by the Incumbent In-charge/ cash in-charge and the Head Cashier.
- Duplicate keys of the vault must be deposited in safe custody, with another local branch of Bank and in its absence with the branch of State Bank of India, deliverable on joint signatures of the Incumbent In-charge and the Head Cashier. The relative safe custody receipt, after recording in the Branch Document Register must be kept in a sealed envelope, in the strong room.
- At offices, where the locker cabinets are small in number, the lessees' keys of vacant lockers will be kept in the strong room under the joint custody of the Incumbent In-charge and the Head Cashier. On allotment of a locker, the relative key will be obtained from the custodians of the keys and delivered to the lessee.
- At big offices, where locker-cabinets are large in number, lessees' keys of vacant lockers will be under the joint control of the Incumbent In-charge and the Custodian. Where the Incumbent In-charge is a custodian of the vault, these will be kept under the joint control of the Incumbent In-charge and the Head Cashier. Overnight, the keys will be kept in the strong room, under the joint custody of the Incumbent In-charge/ cash in-charge and the Head Cashier.
- Once a month, at irregular intervals, the lessee's keys of vacant lockers should be physically checked by the Incumbent In-charge. Such a checking should be evidenced by his certificate under date. If the Incumbent In-charge himself is the custodian, such an exercise should be done by him and the Cashier and Certificate given under their joint signatures.
- It should be ensured that no locker cabinet is acquired without engraving of Bank Name and Branch Code on the locker keys.
- In existing locker accounts locker keys should be engraved with Bank Name and Branch Code whenever the locker-holder visits the branch to operate the locker.
- One locker in each cabinet is to be kept vacant (for the purpose of exchange of locks)
- In order to ensure that such “reserved” lockers are excluded by the system while indicating vacant locker to the prospective customer, the branches should use the existing functionality in the locker module as given here under:

- Branches to mark lockers (as per guidelines), to be kept vacant, as per incumbent's discretion by marking the purpose of lockers as "O" through LKKM menu in CBS ("O" means reserved for official purpose).
- Before issuing the same to the customers, the same will be changed to "C" through HLKKM menu in CBS by the Branch and then issue to the customer.
- The lockers marked as "O" will not be displayed in the portal as vacant. Branches to ensure that necessary marking as given above has been done in respect of lockers desired to be reserved for office use before launch of the online booking, so that the customers are not put to any avoidable inconvenience after they book the locker online.

5. Rent Recovery of Locker

- Locker module system recovers rent on the first day of the month in all cases where rent is due during the month.
- The lessee shall be required to give standing instructions to debit his/ her saving fund / Current account, with the Bank (wherein periodical interest of the FDR under Term Deposit is credited) for recovering there from annual rent of his/her locker on due date. Branches should not affect recovery of rent either through HTM or standing instruction (SI) instead should collect locker rent through menu option HLKRCM/HLKRRBAT. In order to restrict the branches in effecting recovery of locker rent through HTM/HSIM running of batch job HLKRRBAT has since been made mandatory. It is being run centrally directly by HO: ITD before initiating day-end process to recover rent due for payment. Customization has been made to collect the rent centrally from system on the 1st day of the month in which the locker was leased out. An automated batch job will run at branch level to recover the rent of the lockers. However advance rent can be collected at any time before the rent due date of locker.
- The yearly rent on lockers, in the case of members of the staff will be 25% of the usual scheduled rates, charged to the customers. This concession will be allowed to them provided the locker is rented out in the name of the member of the staff or his/her spouse and operated upon by either. Only one locker shall be let on concessional rate to an employee.
- The above concessional rate will also be allowed to ex-employees, who honorably retire, either on completion of the stipulated age of retirement, or to those, who are permitted to retire earlier for any special reason or to those individuals, who leave the bank service by resigning, after putting in a minimum service of 5 years. However, no concession be allowed to those who are discharged or dismissed by the bank.

- For recovery of rent in lockers where balance in related account is not available on first day of the month and the rent amount is deposited in the operating account on 2nd day of the month or later, an automated fail over process has been devised which shall be executed daily from data centre which checks the balance in the operating account of the locker and tries to recover the rent.
- One month will be allowed from the date of demand to locker holder to pay the rent due. In case of non-payment of rent within the month penalty will be charged from the date rent due. The facility for recovery of penalty for late payment of locker rent has been customized in the system w.e.f. 07.11.2015. There is no need to calculate and recover penalty manually. System will take care recovery of penalty in all eligible cases at the end of the day.
- To monitor the arrear on rent on Locker, a report HLKREPM / HLCKSTAT (15) is available in the system. To monitor the timely recovery of locker report can be generated through menu option HLKREPM-35 in MIS server by providing start date and end date for getting details of locker rent falling due in next month.
- To recover advance Rent from the locker holder where the due date is still a future date Menu option HLKRCM is to be invoked. On execution of menu option, the zero amount will be default populated. The user in such case shall modify the field to the amount deposited and recover the amount in Cash or transfer.
- HLKRCM can be used for both rent recovery as well as advance receipt of rent. HLKRCM provides the facility of arrear recovery/advance receipt of rent through cash and transfer. It can be also used to recover partial rent if available/offered by the locker holder towards recovery of rent in arrears in the multiple of Re 1. Partial rent so collected should be apportioned from the arrear amount and system will show only the left to be recovered in arrear field HLKRCM as well as in reports HLKREPM 15, 22 and 26. Rent so recovered can be viewed in history report HLKREPM 23.
- Where the credit balance in the Saving fund / Current account (including credit of periodical interest on the FDR) – from which recovery of Locker rent is to be effected as per the standing instructions given by the lessee – is less than the amount of locker rent for any reason including credit of lesser interest due to subsequent downward revision in the rate of interest on the Fixed Deposit, the lessee whether, residing locally or outside, will be contacted on telephone / mobile / by any other mode of communication(if such information is available on record) on the due date itself , requested to make the shortfall in the Saving fund / Current account immediately so as to recover locker rent there from. In case, no contact with the lessee is made on telephone / Mobile / by any other means of communication or he / she does not deposit the requisite amount in his / her Saving fund / Current account within the 2/3 days, he should be contacted personally. In case, the lessee is not available at the local address, person who introduced him/ her should be contacted in order to ascertain his / her (lessee's) where about.
- In case, all the above efforts fail a preliminary notice, giving references of the telephonic talk and personal visit to the lessee, be served on the lessee for deposit

of such an amount in the Saving Fund/ Current account so that annual rent of locker could be recovered there from or otherwise or direct in the locker account, as the case may be, within 15 days positively. Remarks to this effect be made on the relative page, "Record of Visits" in lessee's account ledger by the custodian under his/ her full signatures.

- Operation of the locker must not be permitted till the recovery of locker rent from the lessee. Similarly, caution should be noted in the relative saving fund / Current account of the lessee, from where locker rent is to be recovered, that no withdrawal / debit should be allowed there from till the realization of arrears of locker rent.
- In case, the rent is not paid or credit balance in the saving fund/ Current account is not brought to the level so as to recover arrears of locker rent within the period stipulated, a second reminder will be issued requesting the lessee to pay the locker rent or bring the credit balance in the Savings fund/ Current account to such a level so as to recover arrears of locker rent immediately.
- If all the above efforts fail, a final notice will be issued to the lessee under registered acknowledgement due cover /by courier, on the last known address available on record.
- The signatures of the lessee(s) on the acknowledgement of the notice, when received, will be verified by the custodian under his full signatures with date and kept on Bank's record.
- All the notices should be issued to all the lessees in case of joint holders of lockers.
- In case, the receipt of final notice is acknowledged by the lessee but neither the rent is paid by him / her nor any communication is received from him / her within a period of one month, or the signatures of the lessee(s) on the postal / courier acknowledgement differ from the specimens on the Bank's record or are of some third party or the cover is received back undelivered for any reason (covers received back undelivered should not be opened and be placed in the file intact), the matter will be referred to the Circle Head by the branches other than large, very large and exceptionally large branches with the under noted information for obtaining permission to break open the locker:
 - Name and address of the lessee
 - Date of leasing of the locker
 - Amount of rent due and since when
 - If the locker was earlier leased without obtaining FDR, whether FDR obtained from the lessee subsequently and kept under the Bank's lien, periodical interest credited in his / her saving / current account and undertaking obtained from him/ her recovering locker rent there from.
 - Mode of recovery of rent, i.e. from saving / current account wherein periodical interest on FDR was to be credited,

OR

Where FDR has not been obtained and locker rent was to be recovered from balance held in saving / current account being maintained with the branch/ Bank If any other, please specify.

OR

Whether balance in saving / Current account (including credit of periodical interest on the FDR) has remained less than the amount of locker rent in arrears.

- Whether caution noted in the relative saving / Current account of the lessee that no withdrawal / debit should be allowed there from till realization of locker rent.
- What is the balance outstanding in the saving fund/ Current account of the lessee on date? Mention month- wise maximum and minimum balance for the period for which the locker rent is not paid.
- What is the present status of FDR pledged with the Bank in this case, why the arrears of rent cannot be recovered from the amount of FDR.
- Date of operation of the locker by the lessee.
- Mention dates of contacting the lessee over telephone/ mobile / by other means of communication for payment of locker rent in arrears and his /her response. Whether any written communication received from him/ her.
- Mention dates of contacting the lessee personally and his/her response. Whether any written communication received from the lessee.
- Whether efforts have been made to trace the lessee through the person who introduced him / her or through any other means. If so, what was the response?
- Dates of issuing letters / reminders/ notices to the lessee and his/her response there to. If any of the reminders / notices has been received back
- Undelivered, what are the remarks of the post office/ courier thereon?
- Details, if available, of any other account of the lessee(s) with the branch in the same right and capacity and why the account cannot be appropriated towards recovery of rent in arrears.
- Give any other relevant information relating to this case.

6. Surrender of Locker:

- On surrender of a locker, written application from lessee(s) be held and the surrender certificate provided in the Rent Deed Memorandum (**PNB-80R**) must be obtained from the lessee(s). Necessary cancellation should also be made under authentication of the custodian.

- Then lessee(s) signature(s) will be obtained in the Kacha Visit Register (Form No. PNB-82) and locker in-charge will compare the visitor's signature with his/her specimen signatures, uploaded in the "Locker Module" and ensure its genuineness, by invoking the relevant Menu Option.
- The Locker shall be operated as per procedure laid down above for vacating the locker. Immediately after surrender/last operation, locker must be carefully examined by the custodian to ensure that the lessee leaves behind no articles in or outside the locker.
- In case, the lessee has already vacated his locker and sends the key by mail at a later date, the Surrender Form in duplicate, should be sent to the lessee, preferably with a self-addressed cover, and obtained back, duly signed by him, on both the copies. Surrender forms, when received back from the lessee, should be pasted with **PNB-80R** in the relative accounts
- Surrender of locker are handled through the menu option HLKCM (function code S-Surrender).
- Branches may refund rent for unavailed period as per Integrated Risk Management Division guidelines from time to time.
- There shall be inter change of locks whenever the locker is surrendered by the hirer. The keys of vacant lockers shall be kept in sealed envelopes. The duplicate master keys shall be deposited with another branch of the bank. There shall be proper record of joint custody of master keys. Circle shall conduct surprise periodic 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.
- Where the manufacturers / suppliers' mechanic is available and his charges are reasonable, inter- change/replacement of lock, may be got done from him, otherwise this work will be done by an official of the branch, under the personal supervision of the Incumbent In charge/Custodian.
- .After a locker has been surrendered, relative forms will be filed locker- wise in a separate binder for closed accounts. Correspondence and other papers pertaining to surrendered lockers will be filed, in an alphabetical order, in an era file.

7. Security System:

- All the new mechanical lockers to be installed shall conform to basic standards / benchmarks for safety and security as prescribed by Bureau of Indian Standards (BIS) or any other enhanced industry standards applicable in this regard.
- The area housing the lockers should remain adequately guarded at all times. The Access Control System shall be installed, if required which would restrict any unauthorized entry and create digital record of access to locker room with time log. The entry and exit of the strong room and the common areas of operation be covered under CCTV camera and its recording for a period of not less than 180 days. In case any customer has complained to the bank that his/her locker is opened without his/her knowledge and authority, or any theft or security breach is noticed/observed, the bank shall preserve the CCTV recording till the police investigation is completed and the dispute is settled.
- In case the lockers are being operated through an electronic system, reasonable steps be taken to ensure that the system is protected against hacking or any breach of security. The customers' personal data, including their biometric data, shall not be shared with third parties without their consent. Further, bank shall ensure that the electronically operated lockers are compliant with the CyberSecurity Framework of the Bank. The system should be capable of maintaining unalterable log of locker activities. The relevant statutory/ regulatory guidelines/requirements applicable for IT / data protection shall be complied.
- The affairs of locker hirers, even their very names should be held in strict secrecy. Board with the following paintings will be displayed at a conspicuous place of the vault, in English, Hindi & Regional Languages:-:
 - "Smoking not allowed" - "Smoking not allowed"(This should be displayed at the main entrance of the vault).
 - "Right of Admission Reserved". (This should be displayed at the outer entrance).
 - "Safe Deposit Vault facility available". (This should be displayed at the outer entrance).
 - "Visitors are requested to ensure before leaving the Vault that nothing is left out of the locker and the locker is properly locked. (This should be displayed inside the locker room).
 - "Dear Locker holder - Hirers are advised in their own interest to insure any items of value deposited in a Safe Deposit Locker with the Bank."(To be displayed outside the Lockers Room).

8. Break Open of Lockers

- The break open of the locker can be under following circumstances:
 - if the hirer loses the key and requests for breaking open the locker at her /his cost;
or
 - if the Government enforcement agencies have approached the bank with orders from the Court or appropriate competent authority to seize lockers and requested for access to the lockers; or
 - 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.
- Before breaking open the locker, three notice to the locker-hirer be given
 - a. through letter and
 - b. through registered email and
 - c. SMS alert on registered mobile phone number.

If the letter is returned undelivered or the locker-hirer is not traceable, public notice be issued in two newspaper dailies (one in English and another in local language) having wide circulation at the last known residential address, giving 15 days' time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond. Also the undelivered letter with noting of Post-office be kept in record.
- The locker shall be broken open in the presence of an officer of the bank and two independent witnesses. In case of electronically operated lockers (including Smart Vaults), the use of 'Vault Administrator' password for opening of locker shall be assigned to a senior official and complete audit trail of access shall be preserved.
- Video recording of the break open process together with inventory assessment be done and its safe keep be ensured. The Video recording shall be preserved for 180 days. However in case of some dispute/legal proceedings etc, the same be preserved till resolution of dispute/conclusion of legal proceeding etc. Bank shall also ensure that the details of breaking open of locker is documented in CBS or any other computerized systems compliant with the Cyber Security Framework issued by RBI, apart from locker register. After breaking open of locker, the contents shall be kept in sealed envelope with detailed inventory inside fireproof safe in a tamper-proof way until customer claims it. A record of access to the fireproof safe shall invariably be maintained. While returning the contents of the locker, the bank shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.

- The inventory be prepared after breaking open of the locker and during settlement of claims, is in the appropriate forms. Further, bank 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.
- 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. However the locker-hirer shall be informed, so that he /she has reasonable opportunity to withdraw the articles deposited by him/ her.
- In case of large branches, the power to break open of lockers shall be exercised by a committee of Senior Manager and Second Man. In case of small and medium branches permission be obtained from the Circle Head.
- Locker must be break open in the presence of the Incumbent In-charge and two independent witnesses; one of the witnesses should be an empaneled advocate and the other an independent person known to the Bank or a customer of the Bank, but not a staff or ex- staff member. The empaneled advocate shall be paid fees as per LAW Division guidelines from time to time. Present guidelines are vide LAW Division Circular no. 04/2021 dated 31.03.2021, annexure A.XIII(c) which provides for the fees of advocates as:
“c) Causing appearance as witness at the time of taking Possession, breaking lockers or like exercises.
 Rs. 1000/- per reference/ appearance. However, in cases where the time consumed is much longer, the higher fees may be considered subject to maximum of Rs. 2000/-
 .”
- In case of ELB/ VLB branches, Incumbent In-charge may by office order designate an officer in Scale III (GBPA Holder) to form part of the team as above. Accordingly, in an ELB/ VLB branch, the team for break open of locker may constitute GBPA Holder in Scale III (designated through office order) and two independent witnesses, one of the witnesses should be an empaneled advocate and the other an independent person known to the Bank, but not a staff or ex-staff member.
- It is further advised that witness of only those persons be taken who can be produced as a witness in case there is any dispute. Further, it is not necessary that advocate should be from Bank’ s approved panel, but if witness is given by the panel advocate then in future or at a later stage, it might be more easier to produce him as witness.
- CM/ AGM of very large branches / exceptionally large branches may also exercise such powers of break open the lockers of their branch(es), in case of non-realization

of locker rent for three years in a row. The case(s) for break open of the lockers, shall be placed to Incumbent In- charge.

- Large branches shall send a quarterly statement to their controlling offices in respect of the lockers broken open and recovery of rent effected there from during the quarter.
- **If the key of the locker, supplied by bank is lost by the locker-hirer**, the customer (locker hirer) shall notify the bank immediately. An undertaking may also be obtained from the customer that the key lost, if found in future, he will hand over the same to the Bank. In case of loss of key, a service charge as per Integrated Risk Management Division guidelines from time to time shall be recovered from hirer in addition to the actual expenditure incurred in breaking open the locker and changing of key by manufacturer of lockers. The charges applicable for replacement of lost keys / issue of new password shall be communicated to the locker hirer.
- An inventory of all the contents (including cash) and other certificates, such as FDRs, RDs, NSCs etc) of the locker will be prepared and bullion, sovereign, ornaments and Jewelry etc. if found in the locker, will be got weighed separately, from an independent Shroff having valid license to deal in bullion, sovereign, ornaments, Jewelry etc.). In presence of witnesses and weight of each article will be recorded in the inventory under the signatures of the Incumbent In- charge and the two witnesses as well the independent Shroff by indicating their full particulars i.e. name, address, account number (if dealing with our Bank). The Independent shroff shall also affix his rubber stamp indicating his license number.
- In the event of finding cash and FDRs / RDs (if in the same right and capacity) pertaining to our Bank, the Incumbent In-charge of the branches shall take a decision to appropriate amount / proceeds thereof, if permitted by law, to the extent necessary for realization of the Bank' s dues (including breaking open charges) and the remaining cash, if, any and other certificates / receipts shall be sealed properly and kept in the safe custody, as per bank guidelines, and remarks to this effect be given in the inventory also.
- In the event of finding articles of bullion, sovereign, ornaments or jewellery etc, from the locker after its breaking open, the Incumbent In charge of the branches shall get the same valued (in case cash and FDRs, RDs found from the locker cannot be appropriated legally or is / are sufficient enough to take care of the arrears of locker rent) from the shroff, who weighed them, and the steps to sell the same by public or private sale to the extent necessary for realization of the bank's dues (including breaking open charges) and the remaining articles , if any , shall be sealed properly and kept in the safe custody separately from the cash / receipts/ certificates as per Bank guidelines . In case, the articles are sold through private sale, the incumbent

in charge shall obtain quotations from at least two shroffs having valid license to deal in bullion, sovereign, ornaments, jewellery etc,) and sell the articles to the extent necessary, to the shroff who has quoted the highest rates.

- In case of any deficit on sale / appropriation of the contents found from the locker upon breaking open, the Bank is entitled to recover arrears of locker rent and all other charges incurred in break open process from lessee or from all or any of the lessees in case the locker was leased in the joint name. In such cases, notice under registered post with acknowledgement due or through courier shall be issued to the lessee(s) and if no reply is received within fifteen days, the branches (other than VLB/ELB) shall refer the matter to the Circle Head concerned, seeking further instructions in the matter. While seeking instructions in this regard from the Circle Head, the large branches shall also send photocopies of the relative papers containing decision of the committee for the break open of the lockers with details of the articles found and the amount realized there from, if any. Similarly, the small and medium branches shall send details of the articles found and the amount realized there from, if any.
- In case there is nothing found in the locker and the rent is to be waived the powers for the same lies as per SPBPR Circular No 5/ 2014 according to which SMG-IV and above have full powers to allow remission of arrears of rent on lockers and others shall seek permission for waiver from Circle Office.
- After the contents, to the extent necessary for the realization of the Bank's dues have been appropriated either by appropriation of cash/ proceeds of term deposits and /or sale of other articles publicly / privately, a proper record of the sale proceeds as well as the remaining articles shall be held by branch, in the safe, as an article of safe custody for delivery to the lessee on proper identification and after recovering safe custody charges, as per the Bank's rules. In case the amount realized from the disposal of a single article is more than the arrears of rent, balance amount thereof be kept in the sundry account and a reference be made in the inventory also.
- Immediately on receipt of intimation about the loss of the lessee's key, a suitable note will be given at the appropriate places, in the Rent Deed Memorandum, under authentication of the custodian. Before making arrangements to break open the locker and to replace it with a new one, an appropriate amount to cover the expenses (cost of lock, mechanic's charges and bank commission as advised from time to time) will be recovered, in advance, from the lessee and kept in sundries account and appropriated, when a bill from the company is received. The approximate charges will be ascertained from the manufacturers/suppliers of the safe deposit locker cabinets.
- The locker will be break open in the presence of the lessee and the custodian with

replacement of lock etc. Under no circumstances, the lessee will be permitted to break open the locker by his own workman.

- In the event of the locker being break open when rent is due, the rent plus charges shall be recovered, before break open is allowed. But in case the locker is break open before rent is due and the lessee wants to vacate the broken locker, no refund of rent, for the unexpired period, will be allowed but applicable charges shall be recovered. However, if the lessee chooses to shift his valuables to a new locker, before expiry of the period of advance rent, the rent of the broken locker for the expired period will be charged, on quarterly basis, and fresh locker allotted on usual terms.

Breaking open of Locker due to non-operation of Locker for one / three years (as per risk category).

- The lessee whether, residing locally or outside, will be contacted over telephone / mobile / by any other mode of communication (if such information is available on record). The lessee will be informed of the last operation made in the locker and reasons for not operating the locker during the intervening period will be ascertained. He will further be advised to operate the locker within seven days. In case, the lessee could not be contacted on telephone / Mobile / by any other means of communication he / she should be contacted personally and informed of the consequences of non-operating the locker. In case, the lessee is not available at the local address, person who introduced him/ her should be contacted in order to ascertain his / her (lessee) where about. A record of the action taken shall be recorded in the remarks column of the respective locker records.
- In case efforts as per (i) above fail, a letter will be sent to the lessee(s) advising either to operate the locker or submit the reasons for not operating or surrender the locker.
- Letter as per (ii) above will be sent through Regd. AD, giving 15 days time to operate the locker or surrender the same or submit reasons for non operation. It will also be made clear that in case of lessee not operating the locker / not submitting satisfactory reply, the locker can be broken open by the Bank at the lessee's cost, irrespective of the fact that the rent is being deposited regularly.
- If no reply is received or locker is not operated within 15 days, a reminder referring the earlier letter will be sent by Regd. AD post, giving 15 days time to operate, surrender or submit satisfactory reply for non-operation.
- In case the locker hirer submits a reply expressing genuine reasons as in the case

of NRIs or persons who are out of town due to transferable job etc., the same shall be considered by the Branch Manager.

- In case the reasons are found satisfactory, the locker hirer will be advised to indicate the expected date by which the locker may be operated. In case of non- operation of locker within time given, the lessee will be advised to surrender the locker failing which Bank will be within its rights to cancel the allotment of the locker and break open the locker.
- Where no response is received or locker hirer fails to operate the locker within the time sought, final notice as per will be sent.
- Where still no response is received nor the locker is operated, branch will act as per extant guidelines applicable to breaking open the locker.

Break open in case of Attachment / Prohibitory orders:

- Immediately on receipt of attachment/prohibitory order from any competent court of law, or any competent authority/officer, the date and name of the issuing Court/ Authority/Officer and also the date of its receipt by the bank, will be recorded, in red ink, under signatures of the custodian, on the relative Specimen Signature Card and at the end of the entries made, under the head "Record of Visits", in the relative account in the lessee's ledger. The order of the court received, will be kept in a separate file, which will remain in the custody of the Incumbent In-charge/Custodian under lock and key. A copy of such an order may also be kept with the relative (locker) Rent Deed Memorandum, executed by the party. For this purpose, the top upper part of the copy of the order should be pasted, on the top upper part of the Rent Deed Memorandum, with the help of gum, so that the written part of both the papers and the stamps, if any, remain intact.
- The locker, in question, will be sealed by the Incumbent In charge to prevent unauthorized operation thereon, during the operation of the attachment/prohibitory orders. Where the locker cannot be effectively sealed, a blank red slip will be pasted on it to indicate caution. The seal of the locker or the red slip thereon will be removed by the Incumbent In-charge, only when the attachment order is satisfied or vacated by the court/authority/officer. The vacation of the attachment order, received from the court/authority/officer, together with the date of receipt, will be recorded in blue ink, at all appropriate places, where the original attachment order was previously recorded. The incumbent In-charge(s) are advised that authenticated record must be kept about the demise of locker holders so that same could be produced in evidence, if required at any stage .
- In case of attachment and recovery of the contents in a locker of a customer or the

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

- The Branch Head 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 branch. 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.
- A video recording of the break-open process and the inventory assessment, wherever legally permissible be done and the same be preserved to produce as evidence in case of any dispute or Court or fraud case in future.

9. Electronically Operated Lockers:

- All Staff and Official should be fully aware of the safety and security features of electronically operated lockers.
- In case the lockers are being operated through an electronic system, the branch shall take reasonable steps to ensure that the system is protected against hacking or any breach of security.
- The customers' personal data, including their biometric data, shall not be shared with third parties without their consent.
- The electronically operated lockers should be compliant with the Cyber Security Framework.
- The system shall be capable of maintaining unalterable log of locker activities.
- All relevant statutory / regulatory guidelines/requirements applicable for IT / data protection shall be complied.
- The shall also have a standard operating procedure for issue of new password in lieu of lost passwords to customers in a safe and secure manner in case of electronically operated lockers.

Presently Bank does not have any electronically operated Locker. The detailed SOP based upon operational guidelines of Locker procured shall be circulated when the same is procured.

10. Wait list in CBS:

- Provision for wait list of Locker Applicant is being incorporated in Locker Module. Menu option for the WAITLIST of the locker is to be incorporated in the branch locker module

- The menu option “**WAITLIST**” in CBS shall have following functionality:

S.No	Function	Purpose
1	A-Addition	Branch shall add the details of customer to create wailist.
2	C-Cancel	Cancel will be allowed only before verification.
3	V-Verification	To facilitate maker checker
4	I-Inquiry	To inquire the details of waitlisted customers as and when required.
5	M-Mark Issued	Once locker is issued to the wait listed customer the branch needs to mark it as issued in this menu to eliminate that waitlist.(or to mark it as served).
6	D-Drop request	In case waitlist is to be dropped (on cust req or on non turning up of customer etc).

- Following fields shall be incorporated

Field Name	Values to be taken (to be provided by owner div)
Customer Name	
Customer Type	
Customer ID Type	
Customer ID Number	
Customer Contact No.	

Customer Email Id	
Customer Id (for an existing customer)	
Request of which Locker Type	
Existing Waitlist of Locker Type	

On submission of verification of the menu a unique id will be generated which can have the specific format which may constitute first 5 digit as Distinctive number of the branch, next two as fixed value as SM/ME/LA/EX/VL for small, medium, large, Ex-Large and VLarge lockers respectively and last three digits as the sequence number, e.g (01530SM0001). The verification shall be done by Hall In-charge.

- The same customer cannot create the waitlist in more than one branch because unique ID proof (Aadhar in case of Individuals and PAN in all other cases to be taken in order to handle the same.
- Upon availability of Locker, branch shall send SMS, email, telephone call to Customer to avail locker facility and wait for a week (7 days). If the waitlisted applicant does not turn up then another SMS, email, telephone call shall be sent. However, if the waitlisted Customer does not turn up within next 7 days, the waitlist shall be marked with 'not interested' and the facility shall be allowed for next waitlisted customer. The entry shall be verified by Hall In-charge.
- Function M- Mark Issued shall be available to mark issuance of locker to waitlisted customer. In this option (M-Mark Issued), following additional fields are to be filled by the branch user:
Does Locker Issued in same branch –Y/N. For 'Y' Locker number, Locker type, date of issuance, Customer ID. For N: Locker is issued on different sol. Remarks→.
- Data of vacant locker/ wait list is to be updated at Corporate Website at EOD. At EOD, list will be shared to software team in order to publish on website. The person visiting corporate website after selecting state, city and branch, can see the waitlist number categorised on locker type of the branch.
- For same customer can appear in branch to check the status. (WAITLIST [menu]-Function -I).

