

MBANK**The Muslim Co-op. Bank Ltd., Pune**

_____ Branch.

GST No.: 27AAAAT0746P2Z2**APPLICATION FOR SAFE DEPOSIT LOCKER**

Member / Non Member	
If Yes, SLF No.: _____	
A/c. No.	_____
Cust. ID No.	_____
cKYC Rg. No.	_____

Affix Photo

1) Name : _____

Gender : M/F/T/O CKYC Registration No.: _____

Address : _____

Affix Photo

2) Name : _____

Gender : M/F/T/O CKYC Registration No.: _____

Address : _____

Affix Photo

3) Name : _____

Gender : M/F/T/O CKYC Registration No.: _____

Address : _____

Affix Photo

4) Name : _____

Gender : M/F/T/O CKYC Registration No.: _____

Address : _____

To,

The Manager,

The Muslim Co-op. Bank Ltd., Pune

_____ Branch.

I/We here by apply for a Safe Locker of Class _____ in the Safe Deposit Vault of the Bank for a period of _____ Months, from _____ to _____. I am / We are prepared to pay in advance the rental for the Safety Locker and place a

Contd2

Deposit or Security for Locker as per the rules of the bank. I/We have read the rules and regulation in regard to the rental of and access to the Safe Deposit Lockers as mentioned in RBI Instruction guidelines dated 18/08/2021 and hereby to be bound by them as also agree to the changes in Rules made by the Bank from time to time.

The operation in the Safe Locker will be conducted by (tick)

☐

Me Only

☐

Either or Survivor

☐

Former / latter of Survivor

☐

Any one or Survivors or Survivor

I/We hold myself / ourselves bound by all acts done by my/our authorised representatives.

I am / we are well aware that Bank reserves its right to break the locker. Which is unattended from last one year or more period after reminders even if the rent is paid regularly by me / us (locker holder) & consequently bank will cancel the allotment of locker.

I / we have read Policy & Rules of the bank Regarding safe deposit Locker

I / we Will comply & adhere with it will I process the Locker usages as mentioned in RBI vide its master circular DCBR.CO.BPO.(PCB).MC.No.15/12.05.001/2015-16 dt. July 01, 2015 & RBI/2021-2022/86 DOR.LEG.REC/40/09.07.005/2021-22 dt. 18/08/2021.

Yours faithfully,

1) _____

2) _____

3) _____

4) _____

Signature of Applicant

THE MUSLIM CO-OP. BANK LTD., PUNE

Admin. Office - 647, Bhawani Peth, Pune - 411 042

POLICY & RULES REGARDING SAFE DEPOSIT LOCKERS

The Safe Deposit Locker facility is a miscellaneous utility service rendered by the Bank. In this regard the Reserve Bank of India vide Cir. No. UBD. BPO. No. 47/12.05.001/2006-2007 dated 21st June 2007 & RBI/2021-2022/86 DOR.LEG.REC 140/09.07.005/2021-22 dated 18/08/2021 has reviewed the existing instructions and has advised the Banks to follow the revised guidelines on Safe Deposit Locker facility. Based on those revised guidelines the following rules governing leasing and operation of the Safe Deposit Locker, is approved by the Bank as under.

1) Allotment of Locker :-

1.1

- (a) The prospective locker hirer desirous to avail Safe Locker facility will have to make an application in writing on the requisite application form.
- b) All application received for allotment of locker should be entered in the registered maintained for the purpose and acknowledged.
- c) Bank will maintain a wait list for the purpose of allotment of lockers and will communicate the number in wait list to the applicant by acknowledging the receipt of his/her application.
- d) To ensure proper identification and regular payment of rent the prospective locker hirer will open a saving or current Account with our Bank.
- e) Bank will carry out customers due diligence for both new and existing locker hirer as per applicable K.Y.C. norms before allotment of locker (Risk Categorywise).
- f) At least 80% of the lockers will be allotted by the Bank on first cum first served basis, the remaining lockers may be allotted by the Bank at its discretion to valued customers and on business consideration.
- g) The customer will have to sign the memorandum of lease for Safe Deposit Locker.

1.2 Linking of Allotment of Lockers to placement of Fixed Deposit.

Bank will not insist on Fixed Deposit as a pre-requisite for allotment of locker.

1.3 Fixed Deposit as security for locker of an amount equivalent to the 3 years rent and the charges breaking/ open the locker in case of an eventuality. However, bank will not insist on such Fixed Deposit from the existing locker hirers.

1.4 Nomination :- Under the section 45ZA read with section 56 of the Banking Regulation Act 1949 and Rules of the Co-operative Banks (nomination) Rules 1985 in respect of Safe Deposit Locker. The Locker hirer may make nomination.

1.5 After the application is approved and the applicant signs the Memorandum for Safe Deposit Locker and pays the rent for one year and deposit the stipulated amount of security deposit a locker shall be allotted to him/ her. The Bank reserves the right to refuse to allot locker without assigning any reason. In case of application by more than one individual, all the applicants shall sign on the application and the Memorandum of

lease. In case of registered institution, the application and the Memorandum of lease should be signed by the duly authorised representative/s in this behalf the authorisation should be lodged with the Bank prior to the allotment of locker. Unless subsequent change in the authorised office bearers is intimated to the Bank, the Bank acting on the authorisation and signatures already registered will not be responsible for any loss to the institution in this behalf.

The relation between the holder of Safe Deposit (Safety) Locker and the Bank will be purely those of Lessee and the Leaser.

1.6 Access to the Safe Deposit Vault containing the Safe Deposit Locker may be had on all Bank working days during Banking hours.

For reasons of grave or urgent necessity the Bank reserves the right of closing the Safe Deposit Department for such period as it may consider necessary. The Bank also reserve the right of making changes in the opening and closing hours of the department without any previous intimation.

1.7 Security aspects relating to Safe Deposit Lockers :-

1.7.1 Access shall be had to the Safe Deposit Vault by the Lessee and in the case of joint Lessees by all of them together or by such one or more of them as they may indicate by special instructions to be given in writing by all of them from time to time and which instructions any one of them can cancel, in which case access will be only be allowed to all of them together. Access can also be allowed to a duly appointed Agent of Lessee or joint Lessees provided the authority in favour of such Agent is duly recorded in the books of the Bank. In the case of joint lessees, such authority can be revoked by any one of them at any time.

1.7.2 **In Case of Death :-** Access to the Safe Deposit Lockers/ return of articles left in locker to survivor(s)/ nominee/ legal heir(s) (with survivor/ nominee clauses). In the case of Safe Deposit Locker(s) where the Safe Deposit Locker hirer had utilized the nomination facility made a valid nomination or where the Safe Deposit Locker was opened with the survivorship clause (either or survivor) or any one or survivor or former or survivor(s), latter or survivor) the contains of the locker to the survivor(s)/ nominee of the deceased locker hirer as it represent valid discharge of the Banks liability provided.

- a) Identity of the survivor(s)/ nominee(s) and the fact of death of the deceased locker - hirer(s) is established through appropriate documentary evidence such are required to open deposit accounts & settlement of deceased deposit account as per the KYC norms.
- b) There is no order from competent court restraining bank from returning the articles left by deceased person in the Safe Deposit Locker.
- c) It has made clear to the survivor(s)/ nominee that he/she would be receiving the articles left by deceased locker hirer from the bank as a trustee of the legal heirs of the deceased locker hirer i.e. such release of articles to his/her shall not affect the right of claim which any person may have against the survivor (s) / nominee to whom the access is given.
- (d) Since the access is given to survivor(s)/ nominee(s) subject to foregoing would constitute a full discharge of the Banks liability, therefore, while giving access to the

survivor(s)/ nominee(s) of the deceased locker hirer, the Bank will 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) (Ref. RBI cir.UBD.CO.BPD.No.47/12.05.001/2006-07 dated 21' June 2007).,

- e) As per the provision of sub-section (3) of section 45 ZC and sub-section 4 of Banking Regulation Act 1949 (AACS) the Bank shall prepare a inventory before permitting removal of the contents of a safety locker respectively in the forms set out as enclosed as hereto which shall be signed by such nominee(s) or jointly by such nominee and survivor(s) & shall deliver a copy of inventory so prepared to such nominee & nominees & survivor/s (in terms of notification UBD.BR.767/B. 1-84/85 dated March 29, 1985).

1.7.3 Access to the Safe Deposit Locker without survivor/ nominee clause :- 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 clear survivorship clause. In case of claim made by the legal heir(s) the bank will ;

- a) Obtain the documents such as authentic copy of Ration Card, Election Card, Passport it to establish the identity of the legal heir(s) and two guarantors preferable member/ nominal member provided one of them shall be property holder, and letter of indemnity and also seek advice from the Banks legal advisor and compliance thereby.
- b) On producing key of the locker by the legal heir(s) on his/her/ their instruction to break open the locker, Bank shall give them access to the locker for the purpose of inventory.
- c) In terms of Notification UBD.BR.767/B.1.84/85 dated March 29, 1985 the Bank shall prepare an inventory in the forms set out as enclosed hereto, in presence of legal heir(s), two guarantors and two officials of the Bank as witnesses before permitting of removal of contents of locker of deceased locker hirer.

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

1.9 To ensure that identification code of the Bank/ Branch is embossed on all locker keys with a view to facilitate authorities in identifying the ownership of the locker keys.

1.10 The Bank should be notified any change of address of hirer and any notice or communication considered to have been duly served.

1.11 For reason of grave or urgent necessity the Bank reserves the right of closing the Safe Deposit Department for such period as it may consider necessary. The Bank also reserve the right of making changes in the opening and closing hours of the department without any previous intimation.

They should not divulge the number of their locker and their passwords and not deliver their keys for the purpose of operating on lockers.

- 1.12 The Locker hirer(s) will be solely responsible for safety of his/ her/ their keys of locker(s). In case of a hirer who is desirous of appointing an agent for the purpose of operating on his/ her locker will grant a power of attorney in form prescribed by the bank in favour of such agent and will register the same with the Bank before the agent could be permitted to operate on the locker. However, it would not be necessary for hirer(s) to execute a power of attorney in cases where the intension is merely to surrender the a locker that has already been cleared of its contents in the event the key could be surrendered by the hirer through his agent who should produce a specific letter of authority duly signed by the hirer bearing the attested specimen signature of the agent along with a letter of surrender signed by the hirer. No responsibility would devote on the Bank as a consequence of having accepted the key of the surrendered locker from the agent of the hirer.
- 1.13 The Bank may at any time at its discretion and without assigning any reason call upon the hirer(s) to withdraw the articles from their locker(s) failing which the Bank will be absolved from responsibility in respect of the articles.
- 1.14 In case of default in payment of the rent for the stipulated period or in case after the expiry of the agreed period the articles are not removed from the locker by the hirer(s) or sooner on the happening or the event contemplated in clause 1.13 the bank will after due notice on the last known address of the hirer(s) dispose of the articles & will sale by public auction or otherwise and apply the proceeds thereof first towards banks dues/ charges & refund the balance to hirer(s) if any.

Nomination in respect of Safety Deposit LockerAccounts Legal Provisions :-

The section 45 ZE & 45 ZF provide as under :-

45 ZE :

- 1) Where an individual is the sole hirer of a locker from a banking company, whether such locker is located in the safe deposit vault of such banking company or elsewhere, such individual may nominate one person to whom, in the event of the death of such individual, the banking company may give access to the locker and liberty to remove the contents of the locker.
- 2) Where any such locker is hired from a banking company by two or more individuals jointly, and under the contract of hire, the locker is to be operated under the joint signatures of two or more of such hirers, such hirers may nominate one or two persons to whom, in the event of the death of such joint hirer or joint hirers, as the case may be access to the locker and liberty to remove the contents of such locker.
- 3) Every nomination under sub-section (1) or sub-section (2) shall be in the prescribed manner.
- 4) The banking shall, before permitting the removal of the contents of any locker by any nominee or jointly by any nominee and survivors as aforesaid, prepare, in such manner or may be directed by the Reserve Bank of India from time to time, an and survivors as aforesaid, prepare, in such manner or may be directed by the Reserve Bank of India from time to time, an inventory of the contents of the locker which shall be signed by such nominee or jointly by such nominee and survivors and shall deliver a copy of the inventory so prepared to such nominee or nominees and survivors.

- (5) On the removal of the contents of any locker by any nominee or jointly by any nominee and survivors as aforesaid, the liability of the banking company in relation to the contents of the locker stand discharged.
- (6) No, suit, prosecution or other legal proceeding shall be against a banking company for any damage caused or likely to be caused, for allowing access to any locker, and liberty to remove the contents of such locker, in pursuance of the provisions of sub section (1) or sub-section (2) as the case may be.

45 ZF :-

Notice of claim of other persons regarding safety Lockers not receivable :-

No notice of the claim of any person, other than hirer or hirers of a locker, shall be receivable by a banking company nor shall the banking company be bound by any such notice even though expressly given to it :

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 Banking company, the banking company shall take due note of such decree, order, certificate or other authority.

A) The Nomination Rules in respect of Safety Locker :-

- 1) Where the Locker is hired from a co-operative Bank by two or more individuals jointly, the nomination to be made by such hirers shall be in form SLI-A.
- 2) In the case of a sole hirer of a locker nomination shall be made in Form No.SL I in favour of only one individual.
- 3) Where the locker is hired in the name of a minor, the nomination shall be made by a person lawfully entitled to act on behalf of the minor (Guardians and Ward Act, 1 890 and Hindu Minority and Guardianship Act 1956).
- 4) The cancellation of the said nomination to be made by the sole hirer, or as the case may be, joint hirer of a locker shall be in Form NO.SL-2.
- 5) A variation of the said nomination to be made by the sole hirer of a locker shall be in Form-SL-3 .
- 6) A variation of the said nomination to be made by the joint hirers of a locker shall be in Form SL-3-A.
- 7) A nomination, cancellation of nomination or variation of nomination may be made as aforesaid at any time during which the locker is under hire.
- 8) A co-operative Bank shall acknowledge in writing to the sole hirer or joint hirers, filling of the relevant duly completed form of nomination or, cancellation of nomination or variation in nomination, as the case may be, in respect of the locker so hired.
- 9) The relevant duly completed form of nomination or cancellation of nomination or variation of nomination filed with the bank shall be registered in the Books of Bank.

B) Operational Instructions :

- 1) The directives of Reserve Bank of India in pursuance of section 45ZC(3) and 45ZE(4)

read with section 56 of the Banking Regulation Act, 1949 have been specified in foregoing paragraphs.

- 2) In order to ensure that the contents of locker are returned to the genuine, as also to verify the proof of death, co-operative bank have to obtain death certificate of locker hirer and establish the identity of the nominee and survivor(s) through appropriate documentary evidence such as Ration Card, Election Card, Driving Licence, Passport, Telephone & Electricity Bill, etc.
- 3) While releasing contents of lockers to the nominees & surviving hirer, banks are not required to open sealed /closed packets found in locker.
- 4) As regards locker hired jointly, on the death of any one of the joint hirers, the contents of the locker are only allowed to be removed (jointly by the nominee and the survivors) 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) still keep the entire contents with the same Bank, if they so desire by entering into a fresh contract of hiring a locker.
- 5) Section 45ZE read with section 56 of Banking Regulation Act 1949, does not preclude a minor from being a nominee for obtaining delivery of contents of a locker. However, the responsibility of the Bank in such case it 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 of guardianship is competent to receive the article on behalf of the minor.
- 6) Bank reserves its right to break the locker. Which is unattended from last one year or more period after reminders even if the rent is paid regularly by locker holder & consequently bank will cancel the allotment of locker.
- 7) Locker holder / s will be adhere with / bind with all guidelines set by RBI vide its master circular DCBR.CO.BPO.(PCB).MC.No.15/12.05.001/2015-16 dt. July 01, 2015 & RBI/2021-2022/86 DOR.LEG.REC/40/09.07.005/2021-22 dt. 18/08/2021. changes, If made, by RBI in future.

All above terms & conditions and Locker Policy of the Bank read by me / read to me - I understood it completely and will be abide with it.

1- Sign. of Locker Holder _____ 3- Sign. of Locker Holder _____

2- Sign. of Locker Holder _____ 4- Sign. of Locker Holder _____

Hirer/s

For The Muslim Co-op. Bank Ltd., Pune

Branch _____

Manager / Officer

Secretary -CEO

THE MUSLIM CO-OP. BANK LTD., PUNE

Admin. Office - 647, Bhawani Peth, Pune - 411 042

Branch _____

GST No.: 27AAAAT0746P2Z2

TERMS & CONDITION ACCEPTED BY CUSTOMER **FOR HIRING OF BANK LOCKER**

In Accordance with RBI Guidelines RBI/2021-2022/86 DOR. LEG. REC /40 /09. 07. 005 / 2021-22

Madam/Sir,

For Safe Deposit Locker/Safe Custody Article Facility provided by the banks - Revised Instructions, effective from January 1, 2022 are accepted to me / us.

1. Refer to the above extant instructions issued by Regulated Entities (REs) by the Reserve Bank on the above subject. Taking into consideration the various developments in the area of banking and technology, nature of consumer grievances and also the feedback received from banks and Indian Banks' Association (IBA), Reserve Bank of India ('the Reserve Bank') has reviewed the guidelines/instructions issued on the above subject. The review also takes into account, the principles enumerated by the Hon'ble Supreme Court in 'Amitabha Dasgupta vs United Bank of India', (Judgment dated February 19, 2021 in CA No. 3966 of 2010).

2. Accordingly, in exercise of the powers conferred by Section 35A and Sections 45ZC to 45ZF of the Banking Regulation Act, 1949, read with Section 56 of the Act ibid and all other provisions of this Act or any other law enabling the Reserve Bank in this regard, the Reserve Bank being satisfied that it is necessary and expedient in public interest to do so, hereby issues the detailed revised instructions on the above subject. The revised instructions, attached as Annex with this locker application, are issued in supersession of the earlier instructions issued by the Reserve Bank on the subject as listed in the Appendix. The bank has framed accordingly its own Board approved policy/ operational guidelines in this regard taking into account the revised instructions.

3. The revised instructions shall come into force with effect from January 1, 2022 (except where otherwise specified) and be applicable to both new and existing safe deposit lockers and the safe custody of articles facility with the banks, and is accepted by us and will adhere with it, till I / We possess the locker.

1- Sign. of Locker Holder _____ 3- Sign. of Locker Holder _____

2- Sign. of Locker Holder _____ 4- Sign. of Locker Holder _____

Hirer/s

Noted :

For The Muslim Co-op. Bank Ltd., Pune

Branch _____

Manager / Officer

Secretary -CEO

PART I : Customer Due Diligence (CDD) for Lockers

1. Customer Due Diligence

- 1.1 The existing customers of The Muslim Co-Operative Bank, Pune who have made an application for locker facility and who are fully compliant with the CDD criteria under the Master Direction – Know Your Customer (KYC) Directions, 2016 (as updated from time to time) may be given the facilities of safe deposit lockers/ safe custody article subject to on-going compliance.
- 1.2 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 Master Direction – Know Your Customer (KYC) Directions, 2016 (as updated from time to time) and subject to on-going compliance. The due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker.
- 1.3 The Muslim Co-Operative Bank, Pune shall incorporate a clause in the locker agreement that the locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the The Muslim Co-Operative Bank, Pune 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.
- 1.4 The banks 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 bank's branch.

PART II: Locker Allotment

2. In order to facilitate customers making informed choices, bank shall maintain a branch wise list of 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. The banks shall acknowledge the receipt of all applications for allotment of locker and provide a wait list number to the customers, if the lockers are not available for allotment.

2.1 Model Locker Agreement

- 2.1.1 The Muslim Co-Operative Bank, Pune 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. This agreement shall be in conformity with these revised instructions and the directions of the Hon'ble Supreme Court in this regard. Bank shall ensure that any unfair terms or conditions are not incorporated in their locker agreement. Bank shall renew their locker agreements with existing locker customers by January 1, 2023, for existing customer.
- 2.1.2 At the time of allotment of the locker to a customer, The Muslim Co-Operative Bank, Pune shall enter into an agreement with the customer to whom the locker facility is provided, on a paper duly stamped. Bank will provide a copy of the locker agreement in duplicate signed by both the parties to the lockerhirer to know his/her rights and responsibilities. Original Agreement shall be retained with the bank's branch where the locker is situated.

2.2 Locker Rent

- 2.2.1 In case, The Muslim Co-Operative Bank, Pune may face potential situations where the locker-hirer neither operates the locker nor pays the rent. To ensure prompt payment of locker rent, bank is 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 packaging of allotment of locker facility with placement of term deposits beyond what is specifically permitted above will be considered as a restrictive practice.
- 2.2.2 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.
- 2.2.3 If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the bank shall give public notice in two newspapers (including one local daily in vernacular language) in this regard and the 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.

PART III: Infrastructure and Security Standards

3.1 Security of the Strong Room/Vault

- 3.1.1 The Muslim Co-Operative Bank, Pune shall take necessary steps to ensure that the area in which the locker facility is housed is properly secured to prevent criminal break-ins. The risks of accessibility of an allotted locker from any side without involvement of the locker-hirer concerned may be assessed and kept on record. Bank shall have a single defined point of entry and exit to the locker room/vault. The place where the lockers are housed must be secured enough to protect against hazard of rain / flood water entering and damaging the lockers in contingent situations. The fire hazard risks of the area should also be assessed and minimized. The bank, as per its policy, shall conduct necessary engineering / safety verification regularly to identify the risks and carry out necessary rectification.
- 3.1.2 The area housing the lockers should remain adequately guarded at all times. The banks shall install Access Control System, if required as per their risk assessment, which would restrict any unauthorized entry and create digital record of access to locker room with time log. As per Bank internal security policy, bank may cover the entry and exit of the strong room and the common areas of operation under CCTV camera and preserve its recording for a period of not less than 180 days. In case any customer has complained to the bank that his/her locker is opened without his/her knowledge and authority, or any theft or security breach is noticed/observed, the bank shall preserve the CCTV recording till the police investigation is completed and the dispute is settled.
- 3.1.3 The security procedures shall be well-documented and the staff concerned shall be properly trained in the procedure. The internal auditors shall verify and report the compliance to ensure that the procedures are strictly adhered to.

3.2 Locker Standards

- 3.2.1 All the new mechanical lockers to be installed by the bank shall conform to basic standards / benchmarks for safety and security as prescribed by Bureau of Indian Standards (BIS) or any other enhanced industry standards applicable in this regard.
- 3.2.2 The Muslim Co-Operative Bank, Pune offering electronically accessed lockers should be fully aware of the safety and security features of such lockers satisfying appropriate industry standards. In case the lockers are being operated through an electronic system, the bank 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. Further, bank shall ensure that the electronically operated lockers are compliant with the Cyber Security Framework prescribed by the Reserve Bank. The system should be capable of maintaining unalterable log of locker activities. The bank shall comply with the relevant statutory / regulatory guidelines/requirements applicable for IT / data protection. Further, the bank shall also devise 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.
- 3.2.3 The Muslim Co-Operative Bank, Pune shall ensure that identification Code of the bank / branch is embossed on all the locker keys with a view to facilitating identification of lockers / locker ownership by law enforcement agencies in case of need. Further, the custodian of the locker shall, regularly/periodically, check the keys maintained in the branch to ensure that they are in proper condition. Bank will permit the locker-hirer to operate the locker only with the key provided by the bank, although there is no restriction in allowing the customer to use an additional padlock of her /his own if there are such provisions in lockers.

PART IV: Locker Operations

4.1 Regular Operations by Customers

- 4.1.1 The 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 officials concerned of the bank. The bank 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.
- 4.1.2 The bank's officer authorizing the locker-hirer to access the locker, after unlocking the first key / password shall not remain present when the locker is opened by the locker-hirer. The bank shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time.
- 4.1.3 The Muslim Co-Operative Bank, Pune will send an email and SMS alert to the registered email ID and mobile number of the customer before the end of the day as a positive confirmation intimating the date and time of the locker operation and the redressal mechanism available in case of unauthorized locker access.

4.2 Internal Controls by banks

- 4.2.1 There is a system of 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. Bank will 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.
- 4.2.2 The Muslim Co-Operative Bank, Pune will ensure that the Locker Register and the Locker Key Register are maintained in CBS or any other computerized system compliant with the Cyber Security Framework issued by the Reserve Bank. The Locker Register will be updated in case of any change in the allotment with complete audit trails.
- 4.2.3 The bank 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, and that no person is inadvertently trapped in the locker room after banking hours.

PART V: Nomination Facility and Settlement of Claims

5.1 Nomination Facility

- 5.1.1 The bank will offer nomination facility in case of safe deposit lockers and safe custody of articles, in accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed by the banks. A passport size photo of the nominee attested by the customer be submitted / provided to the bank by from the customers, at his/her option and preserved in the records.
- 5.1.2 For the various Forms (Forms SC1, SC2 and SC3 for Articles left in Safe Custody and Forms SL1, SL1A, SL2, SL3 and SL3A for Safety Lockers) prescribed under Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985, only Thumb-impression(s) shall be required to be attested by two witnesses. Signatures of the account holders need not be attested by witnesses.
- 5.1.3 The Muslim Co-Operative Bank, Pune will provide and maintain appropriate systems and procedures in place to register the nomination, cancellation and / or variation of the nomination, in their books, made by the locker hirers.
- 5.1.4 The Muslim Co-Operative Bank, Pune will devise a proper system of acknowledging 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.

5.2 Settlement of Claims in case of death of a Customer

- 5.2.1 The Muslim Co-Operative Bank, Pune will have a Board approved policy for settlement of claims. The policy shall be in conformity with the regulatory instructions and the Model Operational Procedure (MOP) for settlement of claims of the deceased constituents formulated by the IBA and in case of State and Central Co-operative Banks, MOP formulated by NABARD.
- 5.2.2 The Muslim Co-Operative Bank, Pune will have a Board approved policy for nomination and release of contents of safety lockers / safe custody article to the nominee and protection against notice of claims of other persons in accordance with the provisions of Sections 45 ZC to 45 ZF of the Banking Regulation Act, 1949 and the Banking Companies (Nomination) Rules, 1985/Co-operative Bank (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.
- 5.2.3 In order to ensure that the articles left in safe custody and contents of lockers are returned to the genuine nominee, as also to verify the proof of death, bank shall devise their own claim formats, in terms of applicable laws and regulatory guidelines.
- 5.2.4 Time limit for settlement of claims: Bank shall settle the claims in respect of deceased locker hirers and shall release contents of the locker to survivor(s) / nominee(s), as the case may be, within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant (s) with reference to nomination, to the bank's satisfaction.
- 5.2.5 The Muslim Co-Operative Bank, Pune will report to the Customer Service Committee of the Board, at appropriate intervals, on an ongoing basis, the details of the number of claims received pertaining to deceased locker-hirers / depositors of safe custody article accounts and those pending beyond the stipulated period, with reasons therefor. Customer Service Committee of the Board of the banks shall review the settlement of claims and make suggestions to ensure that the claims are settled as early as possible unless there is any litigation pending before the Courts or any difficulty is being faced in identifying the true claimant with reference to nomination.

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

- 5.3.1 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 approached, the banks shall give access of the locker to such nominee with liberty to remove the contents of the locker, after an inventory was taken in the prescribed manner. In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates any other individual(s), in the event of death of any of the locker hirers, the bank shall give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s) after an inventory was taken in the prescribed manner. In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor",

"anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the banks shall follow the mandate in the event of death of one or more of the joint locker-hirers.

5.3.2 The Muslim Co-Operative Bank, Pune will, ensure the following before giving access to the contents to nominee / survivor:

- (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 / safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

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

5.3.3 The bank ensure that, the contents of locker, when sought to be removed on behalf of a minor nominee, are handed over to a person who is, in law, competent to receive the articles on behalf of such minor. Further, the banks shall prepare an inventory of the articles in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility or safe deposit of articles and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.

5.3.4 The bank will obtain a separate statement from the nominee (claimant) or the person competent to receive articles on behalf of the minor, as the case may be, that all the contents in the locker 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.

5.3.5 While giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, banks 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, banks shall take note of our instructions under para 5.3.2.

5.3.6 In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, bank shall adopt a Board approved policy to facilitate access to legal heir(s) / legal representative of the deceased locker hirer. In this regard, bank will take note of our instructions under para 5.3.2.

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

PART VI: Closure and Discharge of locker items

6. 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 or password 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 have approached the bank with orders from the Court or 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 Muslim Co-Operative Bank, Pune have a clear Board approved policy together with a Standard Operating Procedure (SOP) for breaking open the lockers for all possible situations keeping in view the relevant legal and contractual provisions.

6.1 Discharge of locker contents at the request of customer

- 6.1.1 If the key of the locker, supplied by bank is lost by the locker-hirer, the customer (locker hirer) shall notify the bank immediately. An undertaking may also be obtained from the customer that the key lost, if found in future, will be handed over to the bank. 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 / issue of new password shall be communicated to the locker hirer.
- 6.1.2 The 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.
- 6.1.3 The operation will be done in the presence of the customer/s and an authorized official of the bank. It has 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.

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

- 6.2.1 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 bank co-operate in execution and implementation of the orders.
- 6.2.2 The Muslim Co-Operative Bank, Pune will 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.

- 6.2.3 The Muslim Co-Operative Bank, Pune will also preserve record a video of the break-open process and the inventory assessment, wherever legally permissible, and preserve the video to produce as evidence in case of any dispute or Court or fraud case in future.

6.3 Discharge of locker contents by banks due to non-payment of locker rent

- 6.3.1 The Muslim Co-Operative Bank, Pune 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 bank 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 may be incorporated in the locker agreement to this effect.
- 6.3.2 Before breaking open the locker, the bank will give due notice to the locker-hirer through a letter and through email and SMS alert to the registered email id and mobile phone number. If the letter is returned undelivered or the locker-hirer is not traceable, the bank shall issue public notice in two newspaper dailies (one in English and another in local language) giving reasonable time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond. The locker will 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 will be preserved. Further, banks will also record a video of the break open process together with inventory assessment and its safe keep and preserve the same so as to provide evidence in case of any dispute or Court case in future. Bank 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.
- 6.3.3 The Muslim Co-Operative Bank, Pune will ensure that the inventory prepared after breaking open of the locker and during settlement of claims, is in the appropriate forms as provided at the end of this circular or as near thereto as circumstances require. Further, bank will 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.

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

- 6.4.1 If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the

articles in a transparent manner, as the case may be. Before breaking open the locker, the bank shall follow the procedure as prescribed in paragraph 6.3.2 and 6.3.3 above. The Muslim Co-Operative Bank, Pune will ensure that the procedure to be followed by them for disposal of the articles left unclaimed for a reasonably long period of time as mentioned above is incorporated in their locker agreement.

- 6.4.2 The Muslim Co-Operative Bank, Pune will ensure that appropriate terms are inserted in the locker agreement executed with the customer specifying the position in case the locker is not in operation for long period. A clause may also be incorporated in the locker agreement to discharge the bank 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.

PART VII: Compensation Policy / Liability for Banks

7. Liability of banks

The Muslim Co-Operative Bank, Pune has prepared and put in place a detailed Board approved policy outlining the responsibility owed by them for any loss or damage to the contents of the lockers due to their negligence as banks owe a separate duty of care to exercise due diligence in maintaining and operating their locker or safety deposit systems. 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, bank is adhere to the Master Directions on Frauds for reporting requirements about the instances of robberies, dacoities, thefts and burglaries.

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

The Muslim Co-Operative Bank, Pune will 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.

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

It is the responsibility of bank to take all steps for the safety and security of the premises in which the safe deposit vaults are housed. It has the responsibility to ensure that incidents like fire, theft/ burglary/ robbery, dacoity, building collapse do not occur in the bank's premises due to its own shortcomings, negligence and by any act of omission/commission. As banks cannot claim that they bear no liability towards their customers for loss of contents of the locker, in instances where loss of contents of locker are due to incidents mentioned above or attributable to fraud committed by its employee(s), the banks' liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

PART VIII: Risk Management, Transparency and Customer Guidance

8.1 Branch Insurance Policy

The Muslim Co-Operative Bank, Pune with the approval of their Board, have a branch insurance policy to minimize the loss due to incidents like robbery, fire, natural calamities,

loss during shifting/merger of branch, etc., affecting contents of lockers.

8.2 Insurance of locker contents by the customer

The Muslim Co-Operative Bank, Pune will clarify in its locker agreement that as they 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. Bank under no circumstances offer, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.

8.3 Customer guidance and publicity

- 8.3.1 The Muslim Co-Operative Bank, Pune will display the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on various aspects on their websites and/or at branches or any digital platform of the bank (if official website is not available) where locker facility is being provided by them for public viewing. The bank ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.
- 8.3.2 The Muslim Co-Operative Bank, Pune will display updated information on all kinds of charges for safe deposit lockers and safe custody articles on their websites.
- 8.3.3 The Muslim Co-Operative Bank, Pune will place on their 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. Further, a printed copy of the same shall also be given to the nominee(s) / survivor(s) / legal heir(s).

8.4 Board approved policies and SOPs

The Muslim Co-Operative Bank, Pune will put in place a comprehensive revised Board approved policy and SOPs on safe deposit locker facility/safe custody article as per the revised instructions mentioned herein.

For Information Only
Notification

(DBOD.No.Leg.BC.38/C.233A-85 dated March 29, 1985)
(UBD.BR.764/B.1-84/85 dated March 29, 1985)

In exercise of the powers conferred on the Reserve Bank of India by sub-section (3) of section 45ZC and sub-section (4) of section 45ZE of the Banking Regulation Act, 1949, read with Section 56 of the Act ibid (for co-operative banks) respectively, the Reserve Bank of India hereby directs that the inventory to be prepared before returning articles left in safe custody and the inventory to be prepared before permitting removal of the contents of a safety locker, shall respectively be in the appropriate Forms set out as enclosed or as near thereto as circumstances require.

**Form of Inventory of articles left in safe custody with
banking company
(Section 45ZC (3) of the Banking Regulation Act, 1949)**

The following inventory of articles left in safe custody with _____ 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) 1. Shri / Smt. _____
(Appointed on behalf of minor Nominee)

Address _____ OR 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) Shri/Smt. _____

Signature _____ (Appointed on behalf of minor

Date & Place _____ Nominee) Signature _____

Date & Place _____

**Form of Inventory of Contents of
Safety Locker Hired from Banking Company
(Section 45ZE (4) of the Banking Regulation Act, 1949)**

The following inventory of contents of Safety Locker No. _____ located in the Safe Deposit Vault of _____, _____ 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 Safe Locker	Other Identifying Particulars, if any

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

- who produced the key to the locker.
- by breaking open the locker under his/her/their instructions.

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

Or

1. Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

and

Shri/Smt. _____

Address _____ (Signature)

Shri/Smt. _____ Survivors of

Address _____ (Signature) joint hirers

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 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 _____

(* Delete whichever is not applicable)