

Subject	Safe Deposit Lockers	
Sr. No.	Particulars	Reply
1.0	<b>General:</b>	
1.1	Locker facility can be provided to members of the public irrespective of whether they are the bank's customers or not.	
1.2	Bank should frame suitable rules governing the rental of lockers and should provide a copy of the rules to parties taking lockers on hire.	
1.3	At the time of letting out a locker, the bank should insist upon an introduction of the lessee by a bank's customer or a responsible person known to the bank.	
1.4	The lessee should not be permitted to sub-let the locker.	
1.5	To afford privacy to the hirer of the locker, no one should be allowed to stand besides/ behind him/ her when he/she deposits/withdraws articles into/from the locker. If locker holder wants to take some one inside then it should be informed to him that he is doing so at his own risk.	
1.6	The locker agreement provides that the bank shall have the first charge on the contents of a locker for all arrears of rent.	
1.7	The affairs of the hirers of lockers should be kept secret.	
1.8	Lockers should be installed in a strong room.	
1.9	If not, lockers should be installed at a place where the public can have no access.	
1.10	Timings for the operations of locker should be displayed prominently at a conspicuous place.	
1.11	The said timings should be strictly adhered to.	
1.12	Specimen signature cards should be kept in the order of locker numbers.	
1.13	Signature cards should be scanned.	
1.14	The locker number should not be indicated on the Hirer's key.	
1.15	The hirer should not be given access to his locker when a valid prohibitory order from court/income tax authorities has been received by the bank. A note to that effect should be made on the specimen signature card and locker register.	
1.16	The relation between banker and hirer is not of banker & customer but is of lessor & lessee.	
2.0	<b>Locker Rent:</b>	
2.1	Due date diary for rental should be kept.	
2.2	Standing instruction to debit the SB/CD A/C for the locker rent should be obtained.	
2.3	Payment reminder should be sent before due date.	
2.4	If the rent is not paid, slip should be attached to specimen card & locker.	
2.5	Hirer should not be allowed to open locker if rent is in arrears.	
2.6	Series of reminders should be sent to defaulting parties on regular basis.	
2.7	List of rent in arrears should be prepared monthly and follow	

	up should be done for recovery by letter, visit etc.			
2.8	Stamped receipt should be issued for rental.			
3.0	<b>Surrender of lockers:</b>			
3.1	Surrender certificates should be obtained.			
3.3	Lock of such surrendered locker should be interchanged / changed with extra lock.			
3.4	Surrendered lockers can be re-allotted.			
4.0	<b>Custodian's key:</b>			
4.1	Duplicate master key if provided should be lodged with nearest branch wherever duplicate cash safe keys have been lodged.			
4.2	Letter to that effect should be kept on record.			
5.0	<b>Lockers Rented Information:</b>			
5.1	<b>Type</b>	<b>Total no. of Lockers</b>	<b>Rented out</b>	<b>Vacant lockers</b>
	<b>Total</b>			
5.2	Branch manager should check keys of unoccupied lockers at periodic intervals.			
5.3	The said keys should be sealed.			
5.4	Locker available board should be displayed.			
6.0	Following Registers should be maintained and up dated regularly.			
6.0	<b>Safe deposit Registers:</b>			
6.1	Locker Attendance Register.			
6.2	Locker number & key number.			
6.3	Key number & locker number.			
6.4	Due date diary for rental.			
6.5	Locker Surrender Register.			
6.6	Locker issue Register.			
6.7	Specimen signature cards.			
7.0	Password should be obtained from the customer.			
8.0	Locker room should be inspected immediately after customer leaves the safe deposit vault.			
9.0	Another customer should not be allowed to operate locker simultaneously.			
10.0	Following equipment should be provided in the locker room.			

10.1	Ladder	
10.2	Small stool	
10.3	Fire extinguisher	
10.4	Air conditioner	
10.5	Fan	
11.0	Locker room should not be used by branch for storing ordinary stationery.	

12.0	<b>Coordination between Banking system &amp; Income Tax Authorities:</b>
	RBI Circular No. UBD.I & L. 88/J-1.86/87 dated 08-06-1987/ Para-b-safe deposit lockers:
	In order to facilitate the identification of locker by Income Tax officials, it has been suggested that in respect of Safe Deposit Locker, the Banks should emboss on all keys an identification code, which would indicate the bank and the Branch, which has hired the locker.

13.0	<b>The Co-operative Banks (Nomination) Rules, 1985:</b>															
	The nomination can be made, cancelled or varied in the prescribed Form No. as follows:															
	<table border="1"> <thead> <tr> <th></th> <th colspan="2">Locker</th> </tr> <tr> <th></th> <th>Sole Hirer</th> <th>Joint Hirer</th> </tr> </thead> <tbody> <tr> <td>Nomination</td> <td>SL 1</td> <td>SL 1A</td> </tr> <tr> <td>Cancellation</td> <td>SL 2</td> <td>SL 2</td> </tr> <tr> <td>Variation</td> <td>SL 3</td> <td>SL 3A</td> </tr> </tbody> </table>		Locker			Sole Hirer	Joint Hirer	Nomination	SL 1	SL 1A	Cancellation	SL 2	SL 2	Variation	SL 3	SL 3A
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14.0	<b>Clarifications were issued by RBI relating to nomination facilities vide Circular UBD.BR.6/86-87 dated 11-08-1986.</b>
	<b><u>Para-e: Position of nominee or survivors, availing locker facility, on the death of one of the joint hirers of a locker:</u></b> As regards lockers hired jointly, on the death of the hirer(s), the contents of the locker are only allowed to be removed jointly by the nominee and survivor(s) after an inventory is made in the prescribed manner. In such case, after such removal proceeded by an inventory, the nominee and surviving hirer(s) may still keep the entire contents with the same bank, if they so desire, by entering into a fresh contract of hiring a locker.
	<b><u>Para-f: Nomination of a minor in respect of hired locker:</u></b> Sec.45ZE read with Sec.56 of the Banking Regulation Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of the locker. However banks have to ensure, that when the contents of a locker are sought to be removed on behalf of the minor nominee, the articles are handed over to a person who, in law, is competent to receive the articles on behalf of the minor.

15.0	<b>RBI Vide its Circular No. UBD/BOM/6530/Y-11-88-89 dated 04-04-1989, advised the Urban Banks to adhere to the following modified guidelines in regard to provision of safe deposit locker facility:</b>
	a) All applications received for allotment of locker should be entered in the waiting list and its number in that waiting list communicated to the applicant by acknowledging the receipt of his application.
	b) At least 80 % of the lockers should be allotted by the bank on first-come-first serve basis. The remaining lockers may be allotted by bank, at its discretion, to valued customers and on business consideration.
	c) The bank should not insist on fixed deposits as a pre-requisite for allotment of lockers. There is, however, no objection to a bank seeking deposit (but not as a precondition for allotment) from the applicant who has been allotted a locker, the amount of this deposit should be such that the interest payable thereon (as per Reserve Bank's direction) may not be more than the annual rent of locker. In the alternative advance payment of locker rent may be collected for a period of 3 years. In the case of those who opt for annual payment of rent and default payment, they should not be allowed to operate the locker till rent in arrears is cleared.

16.0	<b>Flow chart of activities in respect of Safe Deposit Lockers:</b>
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	Activity	Special Instructions	Responsibility
16.1	Receive account opening form duly filled in from the customer	Assist the customer on request.	
16.2	To allot locker & make entry in Locker Allotment Register	Handover the key and inform locker number.	
16.3	To collect rent, service charges, key deposit and necessary entries in Locker rent register, key deposit register and to issue receipt.	Locker rent as per size of the locker. Duly executed locker agreement, key deposit receipt (FDR) to be kept in branch after noting bank's lien.	
16.4	While operating the locker, the customer has to make entry of his name, date, time, locker no. in the locker attendance register and to sign the same.	Verify the signature & other details including rent in arrears.	
16.5	Collect rent by cash or debiting respective customer's deposit account every year.		

16.6	<p>Send reminder to locker holders thrice before break-open of the locker, in case locker has not been operated &amp; rent not paid for 3 years. The following procedure should be adopted.</p> <ol style="list-style-type: none"> <li>Reminders at a frequency of 1 month to a locker holder.</li> <li>Appointment with Godrej / Steelage for date of break open.</li> <li>At the time of break open the presence of 2/3 customers &amp; 2 bank officers is to be ensured.</li> <li>Listing the contents of the locker and duly witnessed.</li> <li>Informing the locker holder to collect the same after payment of rent and other charges.</li> <li>Articles found in locker to be kept in safe custody.</li> </ol> <p>Final notice to locker in case there is no response to earlier communication to inform the latter about auction of articles found in the locker.</p>	
16.7	<p>Surrender of locker on receipt of request letter to that effect from customer. Obtain signature of all locker holders on locker surrender form. Make entry in locker register, surrender register, mark 'A/C closed' on locker opening form, and update the menus in the computer system.</p>	<p>Verify the signatures of the locker holders. To confirm that rent has been received and there are nil arrears. Receive the locker key from locker holder.</p>
16.8	<p>Make arrangement to change the lock as per banks practice before re allotment.</p>	

17.0	<b>Service Charges for Safe Deposit Lockers:</b>	
17.1	Opening of Locker:	
	➤ Key deposit	
	➤ Service charges + stamp charges	
17.2	Rent for the year	
	Small	
	Medium	
	Large	
17.3	Delay in payment	
17.4	Break open of locker in case of loss of key / non payment of rent	
		+Actual charges paid to Godrej / Steelage.
17.5	<p>Surrender of locker: The branch should intimate to Locker manufacturer for replacement of lock &amp; key and new key should be given to the new allottee in a sealed pack.</p>	
17.6	<p>Number of operations to be allowed in a year to be decided by the Board of directors. Service charges to be levied for excess number of visit.</p>	

18.0	<b>Documents to be obtained at the time of issue of Locker:</b>	
18.1	Agreement for hiring of safe deposit locker on a stamp paper of appropriate value.	
18.2	Acknowledgement of locker key.	
18.3	Application	
18.4	Specimen signature card, operating instruction, password etc.	

**Your attention is invited to RBI Circular reference RBI / 2006-07 / 442 UBD.CO.BPD. No.47 / 12-05-001 / 2006-07 / dated 21-06-2007 issued to Primary Urban Co-operative Banks.**