

SOP for Break open of Lockers

- The Bank shall have a right to break open the Locker and deal with its contents in accordance with the provisions under this Agreement, the Bank's internal policy (ies) and procedure(s) and the applicable laws and regulations, in case of any one or more of the following events-
 - (a) In the event of Termination Notice served to the Customer and the Customer does not surrender and vacate the Locker after the end of the notice period stipulated under the Termination Notice;
 - (b) The Rent remains unpaid for 3 (three) consecutive years; and
 - (c) The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7 (seven) years or more; and the Customer cannot be located by the Bank.
- Before breaking open the locker, the Bank shall send to the customer a “**Termination Notice**” of not less than 3 (three) months by registered post/ speed post and the notice by post will be treated as binding on the customer. Moreover though, it is not obligatory, but the bank may choose to also intimate by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available). The log should be maintained through a screenshot of the SMS / Whatsapp sent from Bank's official mobile number and same will be preserved till final settlement.
- In the event Termination Notice is served to the Customer and the Customer “neither pays the overdue rent nor surrenders / vacates the Locker” after the end of the notice period stipulated under the Termination Notice the Bank shall send to the Customer a notice (in addition to Termination Notice) in writing of not less than 3 (three) months by registered post/ speed post and the notice by post will be treated as binding on the customer. Moreover though, it is not obligatory, but the bank may choose to also intimate by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) of the Bank's proposed action of breaking open of the Locker (“Break Open Notice”). The log should be maintained through a screenshot of the SMS / Whatsapp sent from Bank's official mobile number and same will be preserved till final settlement.
- In case the Termination Notice and the Breaking Open Notice as foresaid sent by the Bank is returned undelivered or the Customer is not found to be traceable despite the Bank having taken reasonable efforts, the Bank shall, before breaking open the Locker, issue a public notice of not less than 3 (three) months about the Bank's intention to break open the Locker, in minimum 2 (two) newspapers (one in English and another in local language) in the same location where the Customer resides as evidenced by the Customer's address as stated in the Agreement or as further communicated by the Customer to the Bank.
- The breaking open of Locker would be done in the presence of a committee consisting of 2 (two) officers of the Bank and 2 (two) independent persons acting as witnesses.
- In the event of electronically operated Locker (including Smart Vaults), the use of 'Vault Administrator' password for opening of locker shall be assigned to a senior official and complete audit trail of access shall be preserved.

- The branch shall also record a video of the break open process together with inventory assessment and its safe keeping and preserve the same so as to provide evidence in case of any dispute or Court case in future.
- The Branch has to shoot the video in the mobile and store the video in a separate memory card or pen drive and preserve the record (1) Till final settlement of articles found after break open of the locker (2) 7 years whichever is later.
- After making an inventory, the contents, if any, should be put in a box or packet which should be sealed in the presence of the witnesses and PANCHNAMA should be prepared.
- The approximate weight of the packet so sealed be mentioned at the end of the inventory.
- The box or packet should thereafter be held in safe custody (under joint custody).
- A note should be made at the foot of the inventory that the contents mentioned therein have been put into a box/packet and sealed in the presence of the parties and that the same has been kept in the safe custody.
- Branches should, thereafter, refer to the Regional Authority for instructions regarding the follow up action to be taken for recovery of overdue rental and delivery of items listed in the inventory.
- Branches should maintain a register wherein copies of inventories of all the lockers broken open be pasted under authentication.
- Disposal of the articles of the Locker as recorded in the inventory prepared shall be done either by sale in public auction and the sale proceeds shall be applied first towards the Customer's dues to the Bank (including outstanding Rent, breaking open charges, valuer/assyer fees, safe keeping charges and any other dues) and balance be refunded to the Customer or held for the disposal at the order of the Customer.
- Before sale of the contents of the Locker by conducting public auction, a notice of not less than 3 (three) months in writing by registered post/ speed post and the notice by post will be treated as binding on the customer. Moreover though, it is not mandatory, but the bank may choose to also intimate by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) shall be issued by the Bank to the Customer about the intention of the Bank to auction the contents of the locker for recovery of the dues to the Bank. The said notice ("Auction Notice") shall contain the date, time and place of auction and a copy of the inventory of the contents of the Locker made in terms hereof.



(HEAD OFFICE: ALKAPURI, BARODA)
_____ Branch

TERMINATION NOTICE (Annexure 6.A)

Ref. No. SDV

Date:

Mr. / Mrs. / Ms. _____

Dear Sir / Madam,

Re: Termination of License Agreement of Locker No. _____

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

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

Now, as per clause 3.2.1 of the Locker License Agreement executed by you on _____ Bank has decided to terminate the captioned license agreement and serving this notice to remove the contents and surrender the locker together with key within 3 (three) months from the date of this notice failing which the Bank will be constrained to proceed for break open your locker at your risk and responsibility. Further, please note that overdue rent arrears if any, along with break open charges will be recovered from you.

Yours faithfully,

BRANCH HEAD



बैंक ऑफ बड़ौदा / Bank of Baroda

(प्रधान कार्यालय अलकापुरी /HEAD OFFICE: ALKAPURI, BARODA)

_____ शाखा/Branch

BREAKOPEN NOTICE (Annexure 6.B)

Place: _____

Date: _____

Dear Sir/Madam,

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

In connection with the above, we have to inform you that inspite of our Termination notice dated _____ wherein it was requested to remove and surrender the Locker together with Keys of Locker, it is observed that you have not surrendered and vacated the locker in prescribed timeline.

Please note that in terms of Safe Deposit Locker agreement dated _____ Bank has right to break open the Locker and deals with the content in accordance with the Bank's internal Policy and procedure and applicable Law and Regulation. Even after expiry of 3 Months from date of Termination notice you have failed to surrender of locker in terms of Safe Deposit Locker agreement, we hereby exercise our rights to break open the caption locker.

We, therefore, hereby give you notice that if within 3 months from the date of this notice if the locker is not surrendered and the key of the locker is not returned, we will proceed to break open your locker at _____ p.m. on _____ 20____ when you may remain present to witness the inventory of the contents of the locker that we may make. Please note that we will proceed with the inventory in your absence, if you fail to remain present at the appointed date and time.

In making the inventory, we will have a right to keep the contents, if any, in such other locker or place as we may deem fit and hold you responsible and liable to pay not only for the rent, but also for the costs of opening the locker, replacing the lost key, changing the lock etc to the Bank. Please be note that Content of the Locker shall be dealt appropriately in accordance with the Law and Banks internal Policies at your cost, liabilities and further consequences.

Yours faithfully,

BRANCH HEAD