RESOLUTION No: 28 Date: 08/10/ 2021

POLICY & OPERATIONAL INSTRUCTION FOR SAFE DEPOSIT VAULT / SAFE DEPOSIT LOCKER FACILITY PROVIDED TO OUR CUSTOMERS BY OUR BANK

This policy and operational instructions are based on RBI Circular dated 18.08.2021 on Safe Deposit Lockers and also on 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). These 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 facility with bank.

PART I: Customer Due Diligence (CDD) for Lockers

1.Customer Due Diligence

- 1.1 The existing customers of our bank 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 subject to ongoing compliance.
- 1.2 Customers who are not having any other banking relationship with our bank may be given the facilities of safe deposit locker 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 Our Bank 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 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.
- 1.4 Our bank 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, our 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. Our bank 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 Our bank shall have a Board approved agreement for safe deposit lockers. For this purpose, our 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. Our bank shall ensure that any unfair terms or conditions are not incorporated in our locker agreements. Further, the terms of the contract shall not be more onerous than required in ordinary course of business to safeguard the interests of the bank. Our bank shall renew thelocker agreements with existing locker customers by **January 1, 2023**.
- 2.1.2 At the time of allotment of the locker to a customer, the bank shall enter into an agreement with the customer to whom the locker facility is provided, on a paper duly stamped. A copy of the locker agreement in duplicate signed by both the parties shall be furnished 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 Our bank may face potential situations where the locker-hirer neither operates the locker nor pays the rent. To ensure prompt payment of locker rent, our bankis 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. Our bank, 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, our bank shall make efforts to intimate our customers suitably at the earliest.

3.1 PART III: Infrastructure and Security Standards

Security of the Strong Room/Vault:

3.1.1 Our bank 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. Our 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. Our bank, as per our 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. As per our internal security policy, our 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 our 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 Our bank 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. Our bank shall 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 our bank' 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 shall not remain present when the locker is opened by the locker-hirer. Our 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 Our bank shall 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 our Bank:

- 4.2.1 There shall be 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. Our bank 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.
- 4.2.2 Our bank shall 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 shall 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 Our bank shall offer nomination facility in case of safe deposit lockers in accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) Rules, 1985/Cooperative Our bank (Nomination) Rules, 1985. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed by our bank. A passport size photo of the nominee attested by the customer may be obtained from the customers, at his/her option and preserved in the records.
- 5.1.2 For the various Forms (Forms SL1, SL1A, SL2, SL3 and SL3A for Safety Lockers) prescribed under 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 Our bank shall have appropriate systems and procedures in place to register the nomination, cancellation and / or variation of the nomination, in our books, made by the locker hirers.
- 5.1.4 Our bank shall 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 Our bank shall 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.
- 5.2.2 Our bank shall have a Board approved policy for nomination and release of contents of safety lockers 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 Co-operative Banks (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.
- 5.2.3 In order to ensure that the contents of lockers are returned to the genuine nominee, as also to verify the proof of death, our bank shall devise our own claim formats, in terms of applicable laws and regulatory guidelines.

5.2.4 Time limit for settlement of claims:

Our 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 Our bank shall 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 and those pending beyond the stipulated period, with reasons therefor. Customer Service Committee of the Board of our bank 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:

- 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, our bank 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, our bank shall follow the mandate in the event of death of one or more of the joint locker-hirers.
- 5.3.2 Our bank shall, however, 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 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.

Our bank shall follow similar procedure for return of articles placed in the safe custody of the bank.

- 5.3.3 Our bank shall 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, our bank 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 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 shall 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 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 our bank 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, our bank shall take note of above said instructions. If the nominee is a minor and if minor's legal / natural guardian is not lodging the claim but a third person claiming to be guardian of the minor , then in such case , the Bank may insist for Guardianship Certificate from the competent court.
- 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, our bank shall adopt a Board approved policy to facilitate access to legal heir(s) / legal representative of the deceased locker hirer. In this regard, our bank shall take note of above said instructions.

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 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. Our bank shall 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 shall be communicated to the locker hirer.
- 6.1.2 The opening of the locker has to be carried out by the bank or our 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 shall be done in the presence of the customer/s and an authorized official of the bank. It has to be 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 by any Law Enforcement Authority:

- 6.2.1 In case of attachment and recovery of the contents in a locker of a customer by any Authority acting either under the orders of a Court or any other competent authority vested with the power to pass such orders, our bank shall co-operate in execution and implementation of the orders.
- 6.2.2 Our bank shall verify and satisfy about the orders and the connected documents received for attachment and recovery of the contents in a locker. 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. 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 Our bank shall also 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 our Bank due to non-payment of locker rent:

6.3.1 Our 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. 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 will be incorporated in the locker agreement to this effect.
- 6.3.2 Before breaking open the locker, the bank shall give due notice at the address given by the customer 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 shall be broken open in the presence of an officer of the bank and two independent witnesses. Further, our bank shall 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. Our bank shall also ensure that the details of breaking open of locker is documented in locker register and also if it is possible in CBS system. 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 Our bank shall 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, our bank shall not open sealed/closed packets found in locker while releasing them to the nominee(s) and surviving locker hirers 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 above two paragraphs. Our bank shall 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 our locker agreement.
- 6.4.2 Our bank shall 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 Our bank

7. Liability of our Bank:

Our bank shall put in place a detailed Board approved policy outlining the responsibility owed by our Bank for any loss or damage to the contents of the lockers due to our negligence as our bank owe a separate duty of care to exercise due diligence in maintaining and operating our 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, our bank shall adhere to the Master Directions on Frauds for reporting requirements about the instances of robberies, dacoities, thefts and burglaries.

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

➤ The bank shall 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. Our bank shall, however, exercise appropriate care to our locker systems to protect our premises from such catastrophes.

7.2 Liability of our 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 our 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 our own shortcomings, negligence and by any act of omission/commission. As our bank cannot claim that they bear no liability towards our 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 our employee(s), our bank's liability shall be for an amount equivalent to **one hundred** times the prevailing annual rent of the safe deposit locker.
- Any decision of the Board regarding the claims of the customer, shall be final and it can not be challenged in any court of law. Any member of the Board or the staff shall not be personally liable for any decision is taken during the course of time and as a part of normal duties.

PART VIII: Risk Management, Transparency and Customer Guidance

8.1 Branch Insurance Policy

➤ Our bank, with the approval of our Board, shall have a branch insurance policy to minimize the loss due to incidents like robbery, fire, natural calamities, loss etc in a normal working situation and also during shifting/merger of branch, etc., affecting contents of lockers.

8.2 Insurance of locker contents by the customer:

our bank shall clarify in our locker agreement that as we do not keep a record of the contents of the locker or of any articles removed therefrom or placed therein by the customer, we would not be under any liability to insure the contents of the locker against any risk whatsoever. Our bank shall under no circumstances offer, directly or indirectly, any insurance product to our locker hirers for insurance of locker contents.

8.3 Customer guidance and publicity

- 8.3.1 Our bank shall display the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on various aspects on our websites and/or at branches (if official website is not available) where locker facility is being provided by us for public viewing. Our bank shall ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.
- 8.3.2 Our bank shall display updated information on all kinds of charges for safe deposit lockers on our websites.
- 8.3.3 Our bank shall place on our website, the instructions together with the policies / procedures put in place for giving access of the locker to the nominee(s) / survivor(s) / legal heir(s) of the deceased locker hirer. 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:

Our bank shall put in place a comprehensive revised Board approved policy and SOPs on safe deposit locker facility as per the revised instructions mentioned herein.

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FOR SURAT NATIONAL CO-OP. BANK LTD.

[DEVANG P. CHOKSI] [YOGESH C. GAJJAR] [HITESH H. SHAH]

CHAIRMAN VICE-CHAIRMAN CHIEF EXECUTIVE OFFICER

Form of Inventory of Contents of Safety Locker Hired from Co-op. Bank (Section 45ZE (4) of the Banking Regulation Act, 1949)

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2. Witness(es) with name, address and signature:

* I, Shri/Smt.	(Nominee)			
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