

**SAFE DEPOSIT LOCKER AGREEMENT**

This Safe Deposit Locker Agreement is entered at Chennai on this the day \_\_\_\_\_ of \_\_\_\_\_ in between the Tamil Nadu Industrial Cooperative Bank Ltd. IND 594, Head Office at No.36, South Canal Bank Road, Raja Annamalaipuram, Mandavelipakkam, Chennai - 600 028 (Branch at \_\_\_\_\_) is a Cooperative Society licensed by the Reserve Bank of India under Banking Regulation Act, 1949, (hereinafter called "The Bank") as one party.

AND

1).Thiru. \_\_\_\_\_ Vide Aadhar

Card No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

aged about \_\_\_\_\_ years, residing at \_\_\_\_\_

\_\_\_\_\_

(1)

(2)

(3)

Signature(s) of the Hirer(s)

2). Thiru. \_\_\_\_\_ Vide Aadhar Card No. \_\_\_\_\_  
Mobile No. \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_

3). Thiru. \_\_\_\_\_ Vide Aadhar Card No. \_\_\_\_\_  
Mobile No. \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_

(hereinafter called "The Hirer(s)") as other party which term wherever the context so requires or admits shall include his / her / their legal representatives, executors, administrators and assigns, agree(s) to take on hire, subject to the Bank's rules / bye law regulations relating thereto and terms and conditions herein specified, the Bank's safe Deposit Locker No. \_\_\_\_\_ at a rent payable in advance of Rs. \_\_\_\_\_ per annum (on calendar year basis) or such rates as may be determined by the Bank from time to time. Unless and until determined in accordance with the conditions endorsed hereon, the Hirer will thereafter continue for like periods upon the same conditions and at the same periodical rentals which shall be payable in advance on the last day of the preceding period for the next ensuing period,

**TERMS AND CONDITIONS:**

1. A Locker can be hired by a person in his own name or in the joint names of himself with others.
2. The relationship between the Bank and the hirer shall be that of "Lessor - Lessee" and not that of Banker and customer.
3. The Hirer will be given the key pertaining to the locker hired by him. The master key will be with the Bank. Locker can be opened by the use of both the keys and not by any of them singly. The hirer shall not use any other key than the one supplied by the Bank for operating the Locker.
4. Access to the locker may be had on all working days, during the time specified by the Bank from time to time. The Bank also reserves the right to change the time so specified without any previous intimation. However, during the extraordinary contingencies like civil commotion, riots, strikes, shifting of locker units from one premises / floor to another premises / floor, etc., the Bank reserves the right to refuse access to the locker or close the service for certain days or alter the timings as may appear necessary without any previous notice.
5. The Hirer shall keep the key of his locker in a place of safety. The hirer shall not divulge the number of the locker and the password and shall not deliver his key to any person other than his duly authorized agent. The Hirer shall surrender the key to the Bank on termination of the agreement.

(1)

(2)

(3)

Signature(s) of the Hirer(s)

6. In case of loss of key, by the hirer the Bank should be notified without delay and the Bank shall not be responsible for any mistake. All
7. Charges for breaking open the locker and for changing the lock (with new key) shall be payable by the hirer(s). All repairs or other works shall be done only by the workmen engaged by the Bank.
8. In the case of any repairs not arising from the ordinary and reasonable use of the locker, the expense of such repairs must be paid by the hirer(s). The bank shall not be responsible for any loss or damage to
9. the contents of the locker arising from any cause whatsoever. The Bank is not bound to take out Insurance of the contents of the lockers.
10. The hirer shall notify to the Bank any change of his/her address(es). Any notice or communication sent by the Bank by post to his/her last address as recorded in the books of the Bank shall be considered to have been duly served. In case of Joint Lessee, notice given to any one of them shall be deemed sufficient notice to all the Joint Lessee.
11. The hirer(s) shall not keep in the locker any article prohibited by law or any inflammable article, explosive or articles of destructive nature and the hirer(s) shall on demand permit the Bank, to inspect the contents of the locker for the purpose of ascertaining if this condition is being complied with. A hirer who commits a breach of this condition will be held liable for all losses or damages which the Bank might thereby incur. The Locker hirer shall not keep anything illegal or any hazardous substance in the Safe Deposit Locker.
12. Access to the said locker shall be had by the hirer(s). In the case of joint hirers, having access to the locker to either/any of the hirers, access instructions may be cancelled by any one, in which case access will only be permitted to all of them together.

Access may also be allowed to duly authorized agent of hirer or of joint hirers provided that the Hirer should execute in favour of such an agent a power of attorney and/or other documents as may be required by the Bank for the purpose and the agent will abide by the Bank's rules and regulations and conditions in respect of the same from time to time prescribed. The authority should be signed by all the hirers. Such authority may be cancelled by the hirer or any one of the joint hirers at any time, by giving in writing to the Bank. The hirer(s) agree(s) to indemnify and keep the Bank harmless from and against any and all claims and demands made against the Bank by reason of any act of any agent appointed by hirer(s) as aforesaid and the Bank shall not incur any liability by virtue of his/her permitting such agent's access to the said locker. The Bank shall not also be liable for the act

(1)

(2)

(3)

Signature(s) of the Hirer(s)

of an agent the termination of whose agency by any reason whatsoever has not been brought to the notice of the Bank. The Bank may in its discretion also refuse to allow such agent's access to the Locker.

#### **I CONDITIONS AND PAYMENT OF RENT FOR THE LOCKER:**

1. All rentals are payable in advance and will attract GST as applicable from time to time. The Bank reserves the right to refuse access to the locker as long as the rental is not being paid, whether demanded or not.
2. Annual rent shall be paid in advance, i.e. before 31st December for the ensuing calendar year and in any case before 7th January of that calendar year. If hirer(s) fail to pay the rent before the date mentioned above, he shall pay interest on the rent amount at rates fixed by the Bank in this regard from time to time.

The Bank shall be at liberty to enhance the rent of the lockers at its absolute discretion at any time without notice and consent of hirer(s) and the hirers shall be liable to pay at such enhanced rates of rent and from such dates as determined or specified by the Bank from time to time. The Bank will notify such enhancement in rent and its date of effect on its notice board and such notification shall be deemed as sufficient notice to the hirer(s) and the hirer(s) agree that such enhancement in rent is binding on him/her/them with effect from the date so notified by the Bank.

3. The Hirer(s) shall also make key deposit in the form of fixed deposit with the Bank for such amount as may be fixed or increased by the Bank from time to time at its discretion without consent of the hirer(s) and without notice, intimation and reference to the hirer(s). Such fixed deposit receipt duly discharged by the depositors in the Bank's favour will be handed over by the depositors to the Bank. The Bank shall be entitled to adjust, appropriate or set off any interest on such deposit or the principal amount of such deposit or any credit balance or any part thereof due to such depositor whatsoever towards satisfaction of rental due to the Bank in respect of the locker.
4. In the event of non-payment of rent or any enhanced rent in respect of lockers, the Bank may debit the amount of such rent to any account of the hirer(s) with the Bank without further reference to the hirer(s). The arrears of rent shall attract interest at rates fixed by the Bank from time to time. Where the Bank incurs any expense by way of postal or other charges or advertisement or otherwise in connection with the locker hire such expenses incurred by the Bank, shall be payable by the hirer(s) in addition to interest. In case of joint hirers, they shall jointly and severally be liable for payment of all rent and other charges that become due.

(1)

(2)

(3)

Signature(s) of the Hirer(s)

5. Key deposit amount, as specified by the Bank from time to time, shall be paid at the time of hiring / renewal of hiring, which is refundable, when the locker is vacated and the key of the locker shall be returned in good condition and there shall be no arrears of rent or charges due by the hirer(s).
6. Without prejudice to any of the remedies, the Bank may have against the hirer(s), all rights to the use of the locker shall, at the option of the Bank, be forfeited upon non- payment of rental and/ or upon breach of any of the conditions mentioned herein by the hirer(s). The Bank shall also be at liberty to break open the locker, without being liable for any loss or damage caused to the contents thereby, sell the contents thereof by public auction or private sale and recover arrears of rent and / or charges, expenses of breaking open the locker out of
7. sale proceeds of the said contents. The inventory of the contents prepared by the Bank at the time of such breaking open the locker shall be conclusive and binding on the hirer. On realization of the arrears etc., as above, if any surplus is available, the Bank may, at its discretion, either forward (by insured post parcel or other reasonable means and at hirer's risk) the surplus contents of the locker to the hirer(s) at the last address given by him or remove the contents, retain and keep the same, including articles remaining, if any, in such other locker, safe or any place as the Bank may think Fit, at hirers risk and responsibility. In case the contents other than cash are held with the Bank, the rent payable for the same shall be twice the normal rent of the locker from which the articles were removed.

## **II DUTIES AND RESPONSIBILITIES OF THE HIRER:**

1. The hirer shall not assign, transfer or sublet the locker or any part thereof. All properties received and held by the Bank are subject to a general lien for all monies due from the hirer(s) with power to sell such property or part thereof in satisfaction of monies due but not paid.
2. The Bank shall have lien or charge on the property of the hirer(s) kept in the locker for the rent and other charges due to the Bank but not paid, and in the exercise of such right shall have power of selling such property or any part thereof form realization of such rent and other charges.
3. Either party can terminate this agreement at any time, giving to the other seven days notice, in writing. In the case of joint hirers, where the operational condition is several, the notice of termination and surrender of key by one or more of them shall be construed to have been made under the express authorization of the others.

(1)

(2)

(3)

Signature(s) of the Hirer(s)

In such cases the hirer(s) shall surrender the locker with its key during working hours of lockers on the day of termination in as good a condition as reasonable use thereof will permit.

4. The hirer(s) agree(s) that the Bank may, at any time at its discretion and without assigning any reason, call upon him/them to withdraw the articles from the said locker, failing which the Bank will be absolved from all the responsibilities in respect of the articles.

### **III LIABILITIES OF THE HIRER:**

1. The hirer(s) agree(s) to abide by such rules and regulations as the Bank may notify from time to time which are subject to change without any prior notice. Such changes will be notified by the Bank on its notice Board, which the hirer(s) agree(s) to be binding on him/her/them.
2. In the event of the death of the hirer the legal heirs/nominees will be entitled to surrender the locker to the Bank by removing the contents thereof and surrendering the key thereof to the Bank. In the event the Hirer nominates any person/s under the nomination rules of the Bank to receive -the contents of the Locker, the contents shall be delivered as per the nomination instructions.
3. When at any time, any of the locker units has to be shifted, the bank would give a notice to the hirer(s) to have the lockers hired by them vacated to enable the shifting of the locker units and reoccupy them at the new place where the locker units will be fixed up. The hirer is obliged to vacate the locker within the stipulated time. If any locker is not vacated after the expiry of the notice period given, the Bank will not be held responsible for any damage to the property kept in the locker, due to shifting of the locker units.

The hirer(s) agree(s) that they shall operate and use the lockers regularly. If for any reason, the hirer(s) is/are unable to operate the Locker, then the hirer(s) shall inform the Bank in writing giving reason for not operating the locker. If the hirer(s), without any sufficient cause or without intimation to the Bank, does not operate locker for a period of One year or more, then notwithstanding the fact that there is no default in payment of rent payable by hirer(s), the Bank may, by giving notice to hirer(s) call upon him/them to either operate the locker or surrender the locker or show cause for not operating the locker. If the hirer(s) give sufficient reason for not operating the Locker, then the Bank may allow hirer(s) to continue to operate the locker. The decision of the Bank, as to whether the hirer(s) has given satisfactory reasons or not, shall be final and binding upon the hirer(s). If the hirer(s) does not give any reply or reasons given by the hirer(s) are not satisfactory, then the Bank may, by giving notice of seven days to the hirer(s), start the process of break open of locker.

(1)

(2)

(3)

Signature(s) of the Hirer(s)

4. Where the locker has remain in-operated for more than a year even if the locker which is paying rent regularly, the Bank has right to break open the locker after giving due notice to locker hirer(s)
5. The Bank shall not be liable for any loss or damage that may be caused due to flood, earthquake, rioting, theft burglary, civil commotions, robbery, dacoity and/or acts of God or calamities beyond the control of the Bank or which cannot be avoided even after reasonable care is taken by the Bank.
6. All the Hirer(s) are mandatorily required to be present in the locker branch to surrender the Locker.
7. Bank shall be at liberty to add to, delete and / or alter any of the terms and conditions hereto without any prior notice to the hirers. Such additions or deletions or alterations made by the Bank will be put up on the notice board of the branch and it will be deemed to be notified to the hirer(s) and incorporated in these conditions. The hirer(s) hereby agrees that such additions/ deletions and alterations are binding on him/ them.
8. It will be the responsibility of the hirer(s) operating the locker to carefully close the door of the locker and lock it properly and ensure before leaving the premises that the locker is properly closed and no article left out in the strong room or other part in the premises of the Bank. The Bank does not accept any responsibility for any articles or valuables misplaced or inadvertently left behind in the premises of the Bank.
9. The advance rent shall be pledged as security amount which can be refunded(on pro-rata basis calculated quarterly) only on surrender of the locker after completion of 1 year. If locker is surrendered within 1 year of issuance date, there will be no refund of locker advance rent.
10. For all matters/issues arising hereunder and for the purpose of the hire of the Locker, the parties hereto submit themselves to the exclusive jurisdiction of the courts in Chennai in the state of Tamil Nadu.
11. The Hirer(s) hereby acknowledge and confirm having read and understood the contents of this agreement and the terms and conditions and is in agreement of every clause and agree to abide by and be bound by the same.

The Hirer(s) is/are also in possession of a copy of the agreement and terms and conditions detailed herewith.

(1)

(2)

(3)

Signature(s) of the Hirer(s)

#### **IV LIABILITIES OF BANK**

1. The bank shall not be liable for any damage and /or loss of content of locker arising from natural calamities or acts of GOD like earthquake, flood, lightening and thunder storms or any act i.e., attributable to the soul fault or negligence of the customer. Bank shall however, exercise appropriate care to the locker system to protect their premises some such catastrophes.
2. It is the responsibility of the Bank to take all steps for the safety and security of the premises in which the safe deposit lockers are housed. It has the responsibility to ensure that incidents like fire, theft/burglary/robbery, dacoity and building collapse do not occur in the Branch premises due to its own shortcomings, negligence and by any act of omission/commission.
3. 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) and the Banks' liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the Safe Deposit Locker.

#### **V DISPUTE RESOLUTION**

Any dispute or difference whatsoever arising between the parties out of or relation to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by mutual good faith discussion in the first instance, failing which the matter shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or its successor enactment then in force. Both parties will appoint a mutually agreeable Arbitrator and if no consensus is arrived at between the parties, then Arbitrator shall be appointed in accordance with Arbitration and Conciliation Act, 1996. Such Arbitration shall be conducted in English language and venue of Arbitration shall be at Chennai or mutually agreed place at that time.

#### **VI LAW AND JURISDICTION**

This agreement shall be governed by the law of India, subject to the exclusive jurisdiction of the courts / tribunals in Chennai.

(1)

(2)

(3)

Signature(s) of the Hirer(s)

**Read, understood and accepted the above mentioned conditions.**

Name of the Hirer(s)	Signature(s) of the Hirer(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

For The Tamil Nadu Industrial  
Cooperative Bank Ltd.

Date:

Place :

Branch manager

Name of the Hirer(s)	Specimen Signature
1. 1.	
2.	2.
3.3.	

**Authorised Officer's Signature**

(1) Signature(s) of the Hirer(s) (2) (3)



# THE TAMILNADU INDUSTRIAL COOPERATIVE BANK LTD.

No. 36, South Canal Bank Road, Raja Annamalaipuram, Mandavelipakkam, Chennai - 28

## THE TAMILNADU INDUSTRIAL CO-OPERATIVE BANK LTD.,

Head Office/\_\_\_\_\_ Branch  
SAFE DEPOSIT LOCKER

### MASTER SHEET

Locker No.	:
Class/Size/Type	:
Key No.	:
Date of Hire	:
Key Deposit	
Receipt No.	:
Phone No.	:
Mobile No	:

Affix 1 <sup>st</sup> Hirer's Passport Size Photograph (Sign Across)	Affix 1 <sup>st</sup> Hirer's Passport Size Photograph (Sign Across)	Affix 1 <sup>st</sup> Hirer's Passport Size Photograph (Sign Across)
--	--	--

### Operational Instructions:

Singly		Jointly		E or S		A or S		Others	
--------	--	---------	--	--------	--	--------	--	--------	--

Name of the Hirer(s)	Specimen Signature
1	1
2	2
3	3

**Authorised Officer's Signature**

