

[Stamp as Agreement]

SUPPLEMENTARY SAFE DEPOSIT LOCKER AGREEMENT

THIS LOCKER AGREEMENT IS MADE BETWEEN THE BANK AND ITS CUSTOMER AT THE PLACE AND ON THE DATE AS STATED IN THE SCHEDULE HERETO (THE “AGREEMENT”).

The expression “the Bank” shall include its successors, administrator and assigns and the expression “the Customer” shall include, when the Customer is:

- (a) one or more individuals, his/ her/ their heirs(s), executor(s), administrator(s) and legal representative(s);
- (b) a proprietorship firm, the proprietor and his/ her heirs(s), executor(s), administrator(s) and legal representative(s);
- (c) a partnership firm, such firm and its successor, such firm’s partners, the survivor or survivors among them and the heir(s), executor(s), administrator(s), legal representative(s) of each one of them;
- (d) a Hindu Undivided Family (HUF), its members and their survivor(s), legal heir(s), executor(s), administrator(s) and legal representative(s); and
- (e) a limited company, its successors.

(The Bank and the Customer are each referred to as a “**Party**” and collectively as “**Parties**”)

WHEREAS:

- (A) The Customer being desirous to avail of safe deposit locker facility, has approached the Bank for such facility;
- (B) The Bank is agreeable to provide to the Customer the safe deposit locker facility subject to certain terms and conditions;
- (C) The Parties have entered into agreement dated: _____ setting out the understanding between them in this regard. (“Earlier Agreement”)
- (D) The Parties are now desirous to supplement the Earlier Agreement.

IT IS FURTHER AGREED AS FOLLOWS BY AND BETWEEN THE PARTIES BY THIS SUPPLEMENTARY AGREEMENT:

1. ADDITION OF NEW CLAUSE

A new clause reading as follows shall stand added to the Earlier Agreement:

1 A. CUSTOMER’S RIGHTS

- (a) The Customer shall have, subject to terms of this agreement, a right to use the

Locker for keeping belongings and expect reasonable care by the Bank for protecting such belongings and in case of the Bank's failure to do so, avail of such remedies as may be available from time to time under the applicable law and regulations.

- (b) The Bank acknowledges the Customer's rights as may prevail from time to time under the applicable law and regulations.

2. CHANGE TO THE CLAUSE 3.1 IN THE EARLIER AGREEMENT RELATING TO BANK'S RIGHTS

Clause 3.1 of the Earlier Agreement shall stand deleted and Clause 3.1 shall now read as follows:-

3.1 The Bank shall have a right to:

- (a) Recover the Rent and any other cost incurred by the Bank in relation to the Locker to the debit of the Customer's account, in the event the same is not paid by the Customer, when due and ;
- (b) to retain the term deposit made by the Customer (if any) towards repayment of Locker Rent ; and
- (c) Refuse access to the Locker-
 - (i) In case the rent due on the Locker remains unpaid; and
 - (ii) Customer or their appointed Agent fails to provide proof of identity when demanded by the Bank, at the time of seeking access to the Locker.

3. CHANGE TO THE CLAUSE 4.1 IN THE EARLIER AGREEMENT

Word "fire" in Clause 4.1 of the Earlier Agreement shall stand deleted and the said Clause 4.1 of the Earlier Agreement shall now read as follows:

4.1 The Bank shall not be liable for in any case for deterioration or damage to the contents of the Locker whether caused by rain, flood, earthquake, lighting, civil disturbance or commotion, riot or war or in the event of any terrorist attack or by any other similar cause(s).

4. The Earlier Agreement shall stands amended in terms hereof.

5. LAW AND JURISDICTION

This Agreement is made subject to Indian law and all matters arising out of it shall be subject to the jurisdiction of courts at the place where the Bank is situated or in the jurisdiction of which the Bank falls.

SCHEDULE

Place:		Date:
1. PARTIED TO THIS AGREEMENT		
1(A)	THE BANK	[●], incorporated in under [●] and operating in these presents through its branch as stated below
	BRANCH	
1(B)	THE CUSTOMER	NAME AND ADDRESS:
		1 Name: Address: Email ID: Telephone Number: Mobile Number:
		2 Name: Address: Email ID: Telephone Number: Mobile Number:
		3 Name: Address: Email ID: Telephone Number: Mobile Number:
2	DESCRIPTION OF LOCKER	LOCKER NUMBER:
		KEY NUMBER:
3	LOCKER RENT PER YEAR	Rs.(in figures): _____ Rupees(in words): _____ (As may be revised from time to time) (Payable in advance)
4	PERIOD OF LICENCE	1 (One) year from the date of this Agreement which at the end of such one year shall stand automatically extended for a further period of 1 (one) year every time unless terminated in terms hereof.
5	OPERATING MANDATE	
6	ANY OTHER TERM	

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

For the Customer			
	1	2	3
Signature			
Name			
Designation/ Capacity*			

(*in case where the Customer is non individual/ not signing in person)

For the Bank [Bank Name/ Branch Name]:
Signature:
Name of the signatory:
Designation: