



[Stamp as Agreement]

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.
- f) A Limited Liability Partnership, its successors.
- g) A Trust, its administrator(s) and successors.
- h) A Society, its administrator(s) and 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; and
- C. The Parties have decided to enter into this Agreement to set out the understanding between them in this regard.

NAME(S) & SIGNATURE(S) OF CUSTOMER

FOR THE CALICUT CO-OPERATIVE URBAN BANK LTD
(Authorized Signatory)

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. LOCKER LICENCE

- 1.1 The Bank as a licensor hereby grants to the Customer as a licensee, the licence to use the safe deposit locker, the details of which are more particularly described in the Schedule to this Agreement (hereinafter referred to as the **"Locker"**), subject to the terms and conditions as set out under this Agreement.
- 1.2 The Customer hereby accepts the license granted in terms hereof for fee as specified in the Schedule by way of rent (the **"Rent"**).
- 1.3 The license to use the Locker hereby granted is:
 - a. Personal and for the Customer's own use and not for the use of any person other than the Customer;
 - b. Non- transferable;
 - c. Only for legitimate purposes such as storing of valuables like jewellery and documents but not for storing any cash or currency;
 - d. Not for storing:
 - i. arms, weapons, explosives, drugs and/ or any contraband material; and/ or
 - ii. any perishable material and/ or radioactive material and/ or any illegal substance; and/or
 - iii. any material which can create any hazard or nuisance to the Bank or to any of its customers.
- 1.4 The Customer shall have no right or property in the Locker other than the right to access and use the Locker in accordance with the terms and conditions specified under this Agreement.
- 1.5 The Customer shall be allowed to operate the Locker:
 - a) On a working day of the Bank during the specific time notified from time to time by the Bank for locker operation and in absence of such notification, during the business hours of the Bank. However, in the event of the Bank is not being able to operate for any reason beyond its control such as flood, riot, curfew, lockout etc., the Bank shall not have any obligation to allow operation of Locker;
 - b) After the Customer entering the details of such operation in the Bank's records in the form and manner as stipulated by the Bank; and
 - c) After the Customer provides identity proof, if so demanded by the Bank.

3.2 Termination of License

- 3.2.1 The Bank shall have, in the event of the Customer's breach of or default under this Agreement and/ or the Bank being of the view that the Customer is not co-operating and/or complying with the terms and conditions of this Agreement, a right to terminate this Agreement and the license granted hereunder, after issuing to the Customer a prior written notice of not less than 3 (three) months by registered post or speed post (and also 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) ("**Termination Notice**").
- 3.2.2 Upon receipt of the Termination Notice, the Licensor shall forthwith and before the end of the notice period stipulated under the Termination Notice surrender and vacate the Locker and handover the keys, password or any other identification mechanism and documents provided by the Bank for opening of the Locker, to the Bank.
- 3.2.3 Notwithstanding anything contained herein, either Party may terminate this Agreement on giving to the other Party 3 (Three) months' previous written notice to the date on which the agreed period of Licence terminates, of such intention to terminate this Agreement and the license granted hereunder and the Customer shall surrender the key of the Locker to the Bank on or before the expiry of the notice.

3.3 Breaking open of the Locker and dealing with its contents.

- 3.3.1 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 Termination Notice in accordance with Clause 3.2.1 or Clause 3.2.3 hereof is 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.
- 3.3.2 Before exercising the right to break open the Locker, the Bank shall send to the Customer a notice (in addition to the Termination Notice under Clause 3.2.1 above) in writing of not less than 3 (three) months by registered post/ speed post (and also 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**").
- 3.3.3 Notwithstanding, anything contained under this Agreement the Bank shall take all possible efforts to contact the Customer by sending messages on mobile phone of the Customer, sending a personal messenger to the Customer's address, making phone calls on the Customer's land line/ mobile phone etc. before breaking open of the Locker.

2. CUSTOMER'S UNDERTAKINGS AND OBLIGATIONS

2.1 The Customer shall:

- a) Use the Locker only for the purpose for which it is provided and in accordance with applicable law and regulations;
- b) Abide by rules and regulations for locker operation as the Bank may from time to time adopt;
- c) Keep the key, password or any other identification mechanism provided by the Bank for opening of the Locker in a place of safety, not share the same with any other person and not allow the same to fall into hands of any other person, so as to save unauthorized use of the Locker;
- d) Operate the Locker only using the key, password or any other identification mechanism provided by the Bank and not otherwise;
- e) Not to tamper with or make a copy of key or any other identification mechanism provided by the Bank for operation of the Locker;
- f) Inform the Bank forthwith in case of loss of the key, password or any other identification mechanism provided by the Bank for the operation of the Locker;
- g) Return forthwith to the Bank in case of finding the key, password or any other identification mechanism provided by the Bank for the operation of the Locker, earlier having been reported to the Bank as lost;
- h) Pay to the Bank the Rent when due and bear all costs incurred by the Bank for-
 - i. Changing the lock and repairs to the Locker on the Customer's reporting of loss of key provided by the Bank; and
 - ii. Breaking open of the Locker in terms of this Agreement.
- i) Inform the Bank forthwith in case of the change of address of the Customer by providing new address and contact details including phone number, email id, mobile number etc.

3. BANK'S RIGHTS

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) Refuse access to the Locker-
 - In case the rent due on the Locker remains unpaid; and
 - Customer fails to provide proof of identity when demanded by the Bank, at the time of seeking access to the Locker.

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- 3.3.4 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 including those stated under Clause 3.3.2 and 3.3.3 above, 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.
- 3.3.5 Upon breaking open of the Locker, having followed the procedure as set out above, the Bank shall prepare inventory of the contents of the Locker and get valuation of the contents done by the Bank's approved Valuer and the contents of the Locker shall be kept in sealed envelope along with detailed inventory inside a fireproof safe in a tamper-proof way.
- 3.3.6 In addition to the above, the Bank shall also record a video of the break open process together with inventory assessment and safe keep and preserve the same so as to provide evidence in case of any dispute or court case in future.
- 3.3.7 Furthermore, the Bank shall also ensure that the details of breaking open of locker is documented in the Bank's Core Banking System (CBS) or any other computerized system compliant with the Cyber Security Framework issued by RBI from time to time, apart from locker register.
- 3.3.8 Disposal of the articles of the Locker as recorded in the inventory prepared in the manner as stated in the paragraphs above, 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 and any other dues) and balance be refunded to the Customer or held for the disposal at the order of the Customer.
- 3.3.9 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 also 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.

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4. THE BANK'S DISCHARGE FROM OBLIGATIONS AND LIABILITY

- 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, fire, 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).
- 4.2 The Bank shall not be liable for any damage/ loss of contents of the Locker arising from any act that is attributable to the fault or negligence of the Customer whatsoever.
- 4.3 The Bank shall be discharged of its obligations and shall not be liable for any cost, loss or liability incurred by the Customer (including for any damage and/or loss of contents of Locker) in the event the Locker is broken open and its contents dealt with in keeping with the provisions of this Agreement.
- 4.4 Regardless of the above, the Bank's liability on the Locker shall always be subject to limitation under the applicable law and regulation.
- 4.4 The contents of the Locker shall in no manner be considered insured by the Bank, and the Bank shall not have any liability to insure the contents of the locker against any risk whatsoever.

5. MISCELLANEOUS

- 5.1 In case where the Locker is licensed to more than one person, any one of them will have access to the Locker unless mentioned to the contrary in Schedule. Duly appointed agent(s) of the Customer will have access to the locker, provided such authority is registered with the Bank. Any request for changing the mode of operation shall be accepted only if all the Customers submit a joint request letter to the Bank, to that effect.
- 5.2 The Bank shall have a general lien on all property of the Customers in the Locker for all moneys due from the Customer with power to realise such property or part thereof in satisfaction of the moneys due but not paid.
- 5.3 A deposit as mentioned in Schedule per Locker shall be made at the time of license. The said deposit amount shall be refunded when the locker is surrendered, and key thereof is returned to the Bank in good condition and provided the Customer does/ do not owe to the Bank any amount by way of arrears of rent other charges or any other dues.
- 5.4 The Bank will have the right to set off the amounts due to the Bank on account of unpaid rents, locker break open charges or such other charges/expenses incurred by the Bank, by appropriating the key deposit and/or any other deposits in the name of the Customer or any amounts available to the credit of the Customer in their operative account.

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- 5.5 The Bank shall have absolute discretion to break open the Locker/take inventory and give possession of the Locker and the contents thereof to any person/s acting in the exercise of the orders of the Court of law or powers vested in them by any statute and in such an event the Bank shall not be liable for any loss or damage for the contents of the Locker.
- 5.6 In the event the Bank is required to issue paper publication on account of not being able to serve notice/communication on the Customer for want of correct address or for any other reason whatsoever, the Bank shall be entitled to set off such charges/expenses incurred, by appropriating the key deposit and/or any other deposits in the name of the Customer or any amounts available to the credit of the Customer in their operative account.
- 5.7 The Customer agrees to indemnify the Bank and keep the Bank indemnified and save harmless at all time from all and any loss, damages, costs, expenses, actions, reasons of any breach of any terms and conditions thereof by the Customer.
- 5.8 The Bank shall be entitled to enhance the rent of the Locker after giving reasonable notice to the Customer and the Customer shall be liable to pay the rent and the applicable service charge as decided by the Bank.

6. 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 Branch of the Bank is situated or in the jurisdiction of which the Branch falls.

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FOR THE CALICUT CO-OPERATIVE URBAN BANK LTD
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SCHEDULE

Place :		Date :	
1. PARTIED TO THIS AGREEMENT			
1(A)	THE BANK	The Calicut Co-Operative Urban Bank Ltd, a body incorporated under the Kerala Co-operative Societies Act 1969 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:	
		CLASS:	
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	KEY DEPOSIT		
7	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 Calicut Co-operative Urban Bank Ltd, Br
Signature :
Name of the Signatory:
Designation :