



Thane Bharat Sahakari Bank Ltd.
[Scheduled Bank]

Regd. Office : 'Shatataraka',
Baji Prabhu Deshpande Marg, Naupada,
Thane - 400 602.

_____ Branch

**DOCUMENT FOR
SAFE DEPOSIT VAULT**

Name _____

Locker No. _____

Key No. _____

Thane Bharat Sahakari Bank Ltd.
Scheduled Bank

Regd. Office : 'Shatataraka', Baji Prabhu Deshpande Marg, Naupada, Thane (W) - 400 602.

Branch _____

Customer ID: _____ Account No. : _____

Name of the Account Holder : _____

Type of Account : _____

Mode of Operation : _____

Specimen Signature Card

Scanned by :

Date :

Branch Manager

To,

[Empty dashed box for recipient name]

Date _____

Dear Sir,

I/We hereby apply for a Safe Locker of Class _____ in the Safe Deposit Vault of the Bank for a period of _____ from _____. I am / We are prepared to pay the rental for the Vault in advance as per rules of the Bank. I/We have read the rules in regard to the rental of and access to Safe Deposit Vault Lockers and hereby agree to be bound by them as also agree to the changes in the rules made by the Bank from time to time.

The operations on the Safe Locker will be conducted by _____ on my/our behalf and I/We hold my self/ourselves bound by all acts done by my/our authorised representative.

Address

Yours faithfully,

Signature of the applicant/s

JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
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Thane Bharat Sahakari Bank Ltd.

"SHATATARAKA" Bajiprabhu Deshpande Marg, Vishnunagar, Naupada, Thane-400 602.

Branch : _____ **INDEX CARD** Class No. _____

Pass Word _____ Locker No. _____

Full Name : (1) _____

(2) _____

Residential Address _____

Specimen Signature : _____

Name & Specimen Signature of person authorised to have access to the Locker :

Full Name : _____

Address : _____

Specimen Signature : _____

Special Instructions : _____

Thane Bharat Sahakari Bank Ltd.
[Scheduled Bank]

Regd. Off. :- "SHATATARAKA" Vishnunagar, Naupada, Thane-400 602.

BRANCH _____

SAFE DEPOSIT VAULT

No. _____

Memorandum for Lease of Safe Deposit Vault Locker.

Date _____

Thane Bharat Sahakari Bank Ltd. _____ Branch

represented by the Manager Shri _____ (hereinafter
called the Lessor) agrees to lease Shri _____

(hereinafter called the Lessee) agrees / agree to hire, subject to the conditions endorsed overleaf
the Bank's Safe Deposit Locker No. _____ of Class _____
for a period of _____ from _____ to _____
at the rent of Rs. _____ (the receipt whereof is separately acknowledged by the Bank)
the said lease to continue from year to year on the terms and conditions endorsed overleaf on
the yearly rental payable in advance until such lease is terminated in accordance with the
conditions of lease.

For **Thane Bharat Sahakari Bank Ltd.**
[Scheduled Bank]

(Signature of the Lessee)

Manager
Thane Bharat Sahakari Bank Ltd.

The access to the Safe Deposit Vault Locker rented by me / us may be allowed
to _____ on my / our behalf. My Pass Word may be noted
as _____

Signature of the Lessee

SAFE DEPOSIT LOCKER AGREEMENT

THIS LOCKER AGREEMENT IS MADE BETWEEN THE BANK AND LOCKER HIRER 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 Locker Hirer" shall include, when the Locker Hirer is:

- (a) one or more individuals, such individual(s) and his/her/their heirs(s), executor(s), administrator(s) and legal representative(s);
- (b) a proprietorship concern, 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 authorized 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 authorized members and their survivor(s), legal heir(s), executor(s), administrator(s) and legal representative(s); and
- (e) a company or any other body corporate, such company or body corporate through its authorised representatives and its successor(s), administrator(s) executor(s), representative(s).

(The Bank and the Locker Hirer(s) are each referred to as a "Party" and collectively as "Parties")

WHEREAS:

- (A) The Locker Hirer(s) being desirous to avail facility of Safe Deposit Locker, has approached the Bank for such facility;
- (B) The Bank is agreeable to provide to the Locker Hirer(s) 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.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. LOCKER LICENCE

- 1.1 The Bank as a licensor hereby grants to the Locker Hirer(s) as a licensee, the license to operate / 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 Locker Hirer(s) hereby accepts the license granted in terms hereof for fee as specified in the Schedule by way of Locker Rent (the "**Rent**").
- 1.3 The license to use the Locker hereby granted is :
 - (a) Personal and for the Locker Hirer's own use and not for the use of any person other than the Locker Hirer(s);
 - (b) Non-Transferable;
 - (c) Only for legitimate purposes such as storing of valuables like jewelry and documents but not for storing any cash or currency or coins;
 - (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 Locker Hirer(s) 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 Locker Hirer(s) 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 national emergency, riot, curfew, strike, lockout, lockdown, epidemic, pandemic, acts of god like fire, flood earthquake etc. etc., the Bank shall not have any obligation to allow operation of Locker;
- (b) After the Locker Hirer(s) 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 Locker Hirer(s) provides identity proof, if so demanded by the Bank.
- 1.6 Access shall be to the Locker by the Locker Hirer and in case of joint Locker Hirers by all of them together or by such one or more of them as they may indicate by special instructions in writing by all of them from time to time and which instructions any one of them can revoke, in which case access will only be allowed to all of them together. Access can also be allowed to a duly appointed Agent of a Locker Hirer or of joint Locker Hirers provided that the authority in favour of such Agent is duly recorded in the Books of the Bank. In case of joint Locker Hirer, such authority can be revoked by any one of them at any time.
- 1.7 If the sole Locker Hirer has made nomination, in case of his death, after verification of the death certificate and satisfying the identity and genuineness of Nominee, access of the locker and the liberty to remove the contents shall be given to such Nominee, after taking an inventory in the prescribed manner.
- 1.8 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, access of the locker and the liberty to remove the contents shall be given jointly to the Survivor(s) and the Nominee(s) after taking an inventory in the prescribed manner.
- 1.9 In case the Locker was hired jointly with Survivorship clause and the Locker 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, the Bank shall follow the mandate in the event of death of one or more of the joint Locker-Hirers.
- 1.10 Bank shall notify the Locker Hirer(s) prior to making any changes in the allotted Locker and give him/her/them reasonable opportunity to withdraw the articles deposited him/her/them in the Locker.

2 LOCKER HIRER'S UNDERTAKING AND OBLIGATIONS

- 2.1 The Locker Hirer(s) 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 temper 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 and submit copy of complaint lodged with concerned police station regarding the same.
 - (g) Submit undertaking to the Bank that lost key, if found in future, will be handed over to the Bank;
 - (h) 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;
 - (i) Pay to the Bank the Rent when due and bear all costs incurred by the Bank for –
 - (j) Changing the lock and repairs to the Locker on the Locker Hirer's reporting of loss of key provided by the Bank; and
 - (i) Breaking open of the Locker in terms of this Agreement.

- (k) Inform the Bank forthwith in case of the change of address of the Locker Hirer(s) providing new address and contact details including phone number, e-mail 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 Locker Hirer's deposit account, in the event the same is not paid by the Locker Hirer(s), when due;
- (b) Refuse access to the Locker -
 - (i) In case, the rent due on the Locker remains unpaid; and
 - (ii) Locker Hirer(s) fails to provide proof of identity when demanded by the Bank, at the time of seeking access to the Locker.
- (c) To act upon any order / instructions / directives received by the Bank from the Competent Court or Government Authorities or Reserve Bank of India or competent authority or any officials empowered by any Act.
- (d) To stop operations of the Locker, if it is noticed that the Locker Hirer(s) is found infringing terms and conditions of this Agreement.
- (e) To terminate the License immediately without issuing prior written notice to Locker Hirer(s) and/or take appropriate action against Locker Hirer(s) or intimate the concerned police authorities as it deems fit and proper in the circumstances, if Bank suspects or upon break open of the Locker find, deposit of any illegal, explosive, destructive, hazardous or unhygienic substance by Locker Hirer(s) in Locker, the Bank shall have right.
- (f) To revoke / cancel allotment of Locker without assigning any reasons.

3.2 Termination of License :

- 3.2.1 The Bank shall have, in the event of the Locker Hirer's breach of or default under this Agreement and/or the Bank being of the view that the Locker Hirer(s) 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 Locker Hirer(s) a prior written notice of not less than 3 (three) months by registered post or speed post and/or also through (i) email where registered email id of the Locker Hirer(s) is available and/or or (ii) SMS Alert where the mobile phone number of the Locker Hirer(s) 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 Upon surrender of the Locker by the Locker Hirer(s), the Bank shall refund the amount of Security Deposit and after adjustment of any arrears of accrued due to the Bank.

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), guidelines issued by Reserve Bank of India 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. hereof is served to the Locker Hirer(s) and the Locker Hirer(s) does not surrender and vacate the Locker after the end of the notice period stipulated under the Termination Notice:
 - (b) The Rent remain unpaid for 3 (three) consecutive years;
 - (c) The Locker remains inoperative for more than one year (irrespective of whether Rent is paid or not).
 - (d) In case of Attachment of a locker of a Locker Hirer(s) by any Authority acting either under the Orders of a Court or any other competent authority vested with the power to pass such Orders.

- 3.3.2 Before exercising the right to break open the Locker, the Bank shall send to the Locker Hirer(s) 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 or speed post and/or through (i) email where registered email id of the Locker Hirer(s) is available; and/or (ii) SMS Alert where the mobile phone number of the Locker Hirer(s) is available, of the Bank's proposed action of breaking open of the Locker (**"Break Open Notice"**).
- 3.3.3 In case the Termination Notice (as mentioned in clause no. 3.2.1 above) and the Breaking Open Notice (as mentioned in clause no. 3.3.2 above) sent by the Bank is returned undelivered or the Locker Hirer(s) is not found to be traceable despite the Bank having taken reasonable efforts including those stated under Clause 3.3.2 above, the Bank shall, before breaking open the Locker, issue a public notice in daily newspaper 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 Locker Hirer(s) resides as evidenced by the Locker Hirer(s)'s address as stated in the Agreement or as further communicated by the Locker Hirer(s) to the Bank.
- 3.3.4 The breaking open of Locker would be done in the presence 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.
- 3.3.5 Upon breaking open of the Locker 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 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 by sale in public auction and the sale proceeds shall be appropriated first towards the Locker Hirer(s)'s dues to the Bank (including outstanding Rent, breaking open charges and any other dues) and balance be refunded to the Locker Hirer(s) or held for the disposal at the order of the Locker Hirer(s).
- 3.3.8 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/or by (i) email where email id of the Locker Hirer(s) is available and/or (ii) SMS where the mobile phone number of the Locker Hirer(s) is available), shall be issued by the Bank to the Locker Hirer(s) 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.
- 3.3.9 In case, Sale Notice (as mentioned in clause no. 3.3.8 above) sent by the Bank is returned undelivered or the Locker Hirer(s) is not found to be traceable despite the Bank having taken reasonable efforts including those stated under Clause 3.3.8 above, the Bank shall before conducting sale as stated above, issue a public notice of not less than 3 (three) months about the Bank's intention to sale of the contents of the Locker by conducting public auction in minimum 2 (two) newspapers (one in English and another in local language) in the same location where the Locker Hirer(s) resides as evidenced by the Locker Hirer(s)'s address as stated in the Agreement or as further communicated by the Locker Hirer(s) to the Bank.

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 causes(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 Locker Hirer(s) 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 Locker Hirer(s) (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 and instructions issued by Reserve Bank of India from time to time.
- 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.
- 4.5 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 as Bank is not aware and do not keep record, of contents of Locker or any articles removed therefrom or placed therein by the Locker Hirer(s).
- 5. LAW AND JURISIDICIION**
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.
6. A duplicate copy duly signed by Locker Hirer(s) and Bank is handed over to the Locker Hirer(s) and he/she/ they acknowledge the receipt thereof.

SCHEDULE

Place:		Date:
1. PARTIED TO THIS AGREEMENT		
1(A)	THE BANK	THE THANE BHARAT SAHAKARI BANK LTD., a Scheduled Co-operative Bank, registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 through its Branch as stated below
	BRANCH	
1(B)	THE LOCKER HIRER(S)	NAME AND ADDRESS:
		1 Name: Address: Email Id: Telephone Number: Mobile Number: Aadhar / PAN:
		2 Name: Address: Email Id: Telephone Number: Mobile Number: Aadhar / PAN:

		3 Name: Address: Email Id: Telephone Number: Mobile Number: Aadhar / PAN:
f2	DESCRIPTION OF LOCKER	LOCKER NUMBER: KEY NUMBER:
3	LOCKER RENT	Rs.(in Figures) : _____ Rupees (in words) : _____ (As may be revised from time to time) (Payable in advance)
4	PERIOD OF LICENSE	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	SECURITY DEPOSIT	Rs.(in Figures) : _____ Rupees (in words) : _____ (As may be revised from time to time) (Payable in advance)
6	OPERATIVE MANDATE	
7	ANY OTHER TERM	

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

For the Locker Hirer(s)			
	1	2	3
Signature			
Name			
Designation/ Capacity*			

(* in case where the Locker Hirer(s) is non individual/ not signing in person)

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

NOMINATION FORM

Nomination under section 45ZE of the Banking Regulation Act, 1949 and Rule 4 (1) & 4 (2) of the Banking Companies (Nomination) Rules, 1985, by sole / Joint hirer(s) in respect of safety locker.

I/We _____ residing at _____

nominate the following person(s) to whom in the event of my/our/minor's death Thane Bharat Sahakari Bank Ltd. (Scheduled Bank), _____ branch may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below, self, jointly with survivor or survivors of us :

Nature & No. of Locker	Nominee			
	Name & Address	Age	Date of Birth (if Minor)	Relation with Locker Hirer

(Only one person can be nominated per account)

As the nominee is a minor on this date, I / We appoint :

Shri / Smt. / Kum. _____ residing at _____

to access to the locker and liberty to remove the contents of the locker on behalf of the nominee in the event of my / our / minor's death during the minority of the nominee.

Thanking you,

Yours Faithfully,

Sr. No.	Name & Address of Locker Hirer	Signature of the Locker Hirer	Name & address of Witness	Signature of Witness
1				
2				
3				
4				

Place :

Date :

* Where the locker is hired solely in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor. Thumb impression shall be attested by two witnesses.

ACKNOWLEDGEMENT

Date : ____ / ____ / ____

Locker No. _____ have been allotted to you in terms of Safe Deposit Locker Agreement executed by you on _____ . We acknowledge the receipt of Nomination Form duly filled in respect of :

Locker No. _____ at _____ branch.

Name of the Locker hirer _____

Name of the Nominee _____ Age _____

Relation with the Locker hirere _____

To,

Date _____

Dear Sir,

Ref. : Safe Deposit Locker Rent

I/We have a Saving / Current Account No. _____ with your Bank.
A Safe Deposit Locker No. _____ has been leased out to me/us vide lease
agreement dated _____ by your Bank.

To facilitate regular Payment of the rent for the said locker, I/We hereby advise you to
 earmark / debit the aforesaid S. B. Account / Current A/c. with the amount of the locker rent and other
 incidental charges (which may become due in the event of loss of locker key for breaking open the said
 locker etc.) from time to time under advice to me/us.

Thanking you,

Yours faithfully,

Signature
(of the account holder)

Full Address :

CONFIDENTIAL

To,
The Manager,

Thane Bharat Sahakari Bank Ltd.
[Scheduled Bank]

BRANCH _____

Dear Sir,

I/We have taken on rental basis for a period of _____
Safe Deposit Locker of Class _____ No. _____ Subject to the rules
framed by the Bank with regard to the rental and access to the Safe Deposit Lockers to which I/We hereby
expressly agree. I/We hereby acknowledge to have received the Key of Safe Deposit Locker.
My/ Our Pass word is _____.

Signature _____

Date : _____

_____ X _____

R E L E A S E

Contents of Safe Deposit Locker No. _____ of Class _____
in the Vault of the **Thane Bharat Sahakari Bank Ltd.** _____ Branch, Thane having
been duly removed by me/us, the Safe Locker with all keys hereby released and surrendered to the Bank.

Date : _____

Signature _____

Locker with Keys duly received,

Manager,
Thane Bharat Sahakari Bank Ltd.
[Scheduled Bank]

Date : _____