

REVISED 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:

- 1. The Customer being desirous to avail of safe deposit locker facility, has approached the Bank for such facility;
- 2. The Bank is agreeable to provide to the Customer the safe deposit locker facility subject to certain terms and conditions; and
- 3. 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:

LOCKER LICENCE

- 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.
- 2. The Customer hereby accepts the license granted in terms hereof for fee as specified in the Schedule by way of rent (the “Rent”).
- 3. The license to use the Locker hereby granted is:

- 1. Personal and for the Customer’s own use and not for the use of any person other than the Customer;
- 2. Non- transferable;
- 3. Only for legitimate purposes such as storing of valuables like jewelry and documents but not for storing any cash or currency;
- 4. 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.

1.3 A. If the Bank suspects the deposit of any illegal or any hazardous substance in the Safe Deposit locker, the bank shall have the right to take appropriate action against such customer/locker hirer as it deems fit.

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:

- 1. 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 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;
- 2. 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
- 3. After the Customer provides identity proof, if so demanded by the Bank.

1 A. CUSTOMER’S RIGHTS

- 1. 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.
- 2. The Bank acknowledges the Customer’s rights as may prevail from time to time under the applicable law and regulations.

2. CUSTOMER’S UNDERTAKINGS AND OBLIGATIONS

2.1 The Customer shall:

1. Use the Locker only for the purpose for which it is provided and in accordance with applicable law and regulations;
2. Abide by rules and regulations for locker operation as the Bank may from time to time adopt;
3. 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;
4. Operate the Locker only using the key, password or any other identification mechanism provided by the Bank and not otherwise;
5. Not to tamper with or make a copy of key or any other identification mechanism provided by the Bank for operation of the Locker;
6. 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;
7. 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;
8. 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.

1. Inform the Bank forthwith in case of the change of address of the Customer providing new address and contact details including phone number, email id, mobile number etc.
2. Locker rent will attract Tax as applicable from time to time.
3. In the event of the death of the joint Licensee the survivor/s of them/legal heirs/nominees will be entitled to operate the Locker, survivor /s may continue to have the hire in his/her/their name/s on such terms and conditions the Bank may decide or surrender the Locker to the Bank by removing the contents thereof and surrendering the key thereof to the Bank. The Bank shall not be held liable in case of claims arising from the persons other than the survivors /nominees/legal heirs. In the event the Hirer/s nominate/s 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. BANK'S RIGHTS

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1. The Bank shall have a right to:

1. 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
2. Refuse access to the Locker-

(i) In case the rent due on the Locker remains unpaid; and/or

(ii) Customer fails to provide proof of identity when demanded by the Bank, at the time of seeking access to the Locker and/ or

(iii) In case of dispute inter-se Joint locker hirer/s and one of the Parties has given in writing not to allow locker operations.

#### 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.

#### 3.3 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 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/or

(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.

(d) If the Government enforcement agencies have approached the Bank with orders from the Court or appropriate competent authority to seize locker(s) and requested for access to the Lockers

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.

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 The breaking open of Locker would be done in the presence of a committee consisting 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.

3.3.6 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.

3.3.7 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.

3.3.8 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.

3.3.9 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.

3.3.10 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.

**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, 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. 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.

**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 subject lockers is/are situated or in the jurisdiction of which the Branch of the Bank falls.

**SCHEDULE**

**Place:Changanacherry Date: 25-05-2023**

**1. PARTIED TO THIS AGREEMENT**

<b>1(A) THE BANK BRANCH</b>	<b>The South Indian Bank</b> , a banking company incorporated in under Companies Act,1956 and governed by Banking Regulation Act,1949 having its registered office at Thrissur, Kerala and operating in these presents through its branch as stated below
	<b>MC Road Changanacherry</b>
	<b>NAME AND ADDRESS:</b>
	<b>1</b>
	<b>Name: RESHMA REBECCA NINAN</b>
	<b>Address:C/O AKSHAY J ONATT ONATTU ,HOUSE VAKATHANAM PO CHANGANASSERY,</b>
	<b>KOTTAYAM</b>
	<b>686538</b>
	<b>Email ID:</b>
	<b>Telephone Number:</b>
	<b>Mobile Number:+919400271967</b>

1(B)	THE CUSTOMER	2	
		Name:	
		Address:	
		Email ID:	
		Telephone Number:	
2	DESCRIPTION OF LOCKER	3	
		Name:	
		Address:	
		Email ID:	
		Telephone Number:	
3	LOCKER RENT PER YEAR	Mobile Number:	
		LOCKER NUMBER:AAL20	
		KEYNUMBER:AAL12	
		Rs.(in figures): 900+GST	
		Rupees(in words):Nine Hundred plus GST only	
4	PERIOD OF LICENCE	(As may be revised from time to time)	
		(Payable in advance)	
		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.	
		OPERATING	
		MANDATE	
5	ANY OTHER TERM	SELF	
6			

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

For the Customer

Signature

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Name                      RESHMA REBECCA NINAN

Designation/ Capacity\*

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

For the Bank [Bank Name/ Branch Name]:

South Indian Bank, MC Road Changanacherry branch

Signature:

Name of the signatory: Titty P Varghese

Designation: Branch Manager

LETTER OF CHARGE/LIEN OVER DEPOSITS FOR SAFE DEPOSIT LOCKER

To,

From, THE SOUTH INDIAN BANK LIMITED

MC Road Changanacherry Branch

Dear Sir,

WHEREAS at my/our request you have extended or agreed to extend a safe deposit locker facility against the security deposit/s, details of which is as mentioned in the schedule given below,

1.
- Now in consideration of Bank having extended or agreed to extend the safe deposit locker facility against the security deposit/s as described in the Schedule below, I/WE hereby create Lien/charge over the schedule mentioned deposit/s, as security for the said safe deposit locker. I/WE hereby hand

over the Deposit receipt/s in respect of the Schedule mentioned deposit/s, duly discharged by me/ us to be held by the bank as security for the respect of the above safe deposit locker. The lien/Charge created by me/us over the Schedule mentioned deposit/s shall operate as a continuing security for the safe deposit locker availed.

2. I/WE agree to pay rent on the said safe deposit locker at the rates specified herein below:-
3. The customer agrees to pay rent as described in the Schedule below for the safe deposit locker to be granted.
4. I/We understand that in the event of non-payment of rent for the safe deposit locker or in cases of break-open, the proceeds of the security deposit, including interest accrued thereon, shall be utilized for clearing the unrecovered rent/dues, meeting expenses incurred for break open/ charges incurred for replacing the keys lost or for any other expenses incurred related to the locker operation.
5. I/We agree that Rent for the locker will be paid in advance separately and is not related to the Security Deposit provided for the Safe Deposit Locker.
6. I/We understand that Bank is at discretion to revise the locker rent from time to time.
7. I/WE hereby agree that in the event of premature closure of deposit/s for set off towards the rent dues or other charges as mentioned supra in connection with the locker facility, the interest rate applicable for the period up to the date of premature closure only shall be paid on the deposit/s, irrespective of the higher rate mentioned in the deposits receipts/s/advice.
8. I/We hereby declare and agree that the Bank has got the full power and authority to appropriate the schedule mentioned deposit/s with interest accrued thereon for the repayment of the outstanding rent dues for the locker facility, including interest/charges including break open charges etc., on any account without further notice to me/us, including premature closure of such deposits.
9. In case of any instruction being issued by me/us to renew the deposit/s including change in deposit reference number due to bidation of deposit or due to any other reasons during the period of safe deposit locker facility, I/WE hereby agree to Bank holding such renewed deposit receipt/s as security in the same way as the original receipt/s with charge as aforesaid and the lien created herein shall stand extended by default to such renewed deposits, albeit with different account no/s.
10. I/WE hereby declare that the said deposit/s has/have not been encumbered or assigned or pledged elsewhere and is free from all encumbrances.
11. Notwithstanding anything to the contrary contained hereinbefore or in any agreement or otherwise, it is specifically agreed that Bank shall always be entitled to have General Lien over/right of set off/net off against the schedule mentioned deposit/s, credit balance against any of my our liability, whether as borrower or co-obligant or guarantor. The Lien hereby created shall not in any way affect or prejudice your Lien *i.e.*, Banker's Lien and Bank shall always be entitled to exercise the Lien.
12. I/We understand that the security deposit as mentioned in the schedule below and/or renewed thereafter, shall be duly closed and credited to my/our account, only when the locker is surrendered and key thereof is returned to the Bank in good condition and provided the hirer(s) does/do not owe to the Bank any amount by way of arrears of rent or other charges/dues, and/or there are no amount due by me/us to the Bank in any amount as Borrower, Co-obligant, Guarantor, etc.
13. I/WE hereby undertake not to call back the deposit/s until my/our liability to the Bank on account of safe deposit locker is closed.

## SCHEDULE OF DETAILS

Name of Branch from where Safe Deposit Locker is available. MC Road Changanacherry

Name of the Hirer/s RESHMA REBECCA NINAN, ,

Name of the Depositor

Annual Rent for Locker

900/- (Rupees Nine Hundred Only)

(Rent is subject to revision from time to time.

Locker Number

AAL20

### DETAILS OF SECURITY DEPOSIT/S

S.No.	Type of Deposit	Deposit No. and Date	Value of Deposit	Date of Maturity	Maturity Value
1		&			

Place: Changanacherry Yours faithfully,

Date: 25-05-2023

Confirmed by, [Signatures of Depositor/s]

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[Signatures of Hirer/s]

### REQUEST FOR ALLOTMENT OF SAFE DEPOSIT LOCKER

To

The Branch Manager,

The South Indian Bank Ltd.

Br. MC Road Changanacherry

Dear Sir,

I/We request you to allot me/us a Locker of AALPHA Class for keeping my/our valuables for a period of 12 months. I/We have read and understood the rules of The South Indian Bank Ltd applicable for Safe Deposit Lockers and undertake to abide by the said rules. I/We shall remit the rent Rs.900/- (plus service tax) in advance while allotting/extending the period of availing the locker facility. Any enhancement/ revision of rent and security deposits in future will be binding on me/us and I/We agree to pay the same. I/We hereby authorize you to transfer the yearly rent due from my/our SB A/c No 0095054000011772 MC Road

Changanacherry Branch.

I/We hereby authorise you to charge my Fixed Deposit A/c No for Rs /- towards the security deposit by creating lien/ charge for the due payment of locker rent or for bearing the cost for breaking open of the locker, on account of loss of key/ nonpayment of rent/ non-operation of locker/ on a direction from statutory authority etc. I/We hereby handover the above Deposit receipt duly discharged by me/us to be held by the bank as security in respect of the above locker allotted/ to be allotted. I/We further agree that lien/ charge created over the Deposit shall operate as a continuing security for the due payment of the locker rent or for bearing the cost for breaking open of the locker for any reason.

I/We hereby request you to renew the deposit for an equal period unless otherwise instructed, retaining the charge on the deposit. I/We hereby agree to appropriate the security deposit/bear the cost if an occasion arises for breaking open of the locker on account of loss of key/non-payment of rent/non-operation of locker/ on a direction from statutory authority etc.

I/We undertake that no hazardous / inflammable goods in what so ever state and/or manner will be stored in the locker. If any inconvenience / loss / damage occur to the bank on its property or to its constituents / staff, I/We will be solely responsible for the loss, costs or expenses so sustained and I/We agree to indemnify the bank/its constituents. Password suggested by the hirer. . . . .

Yours faithfully,

(Signature of the Hirer(s))

RESHMA REBECCA NINAN

C/O AKSHAY J ONATT ONATTU ,HOUSE VAKATHANAM PO CHANGANASSERY,

KOTTAYAM

686538

: 2:

Occupation: Telephone No: +919400271967,

Specimen Signature:

- RESHMA REBECCA NINAN
- 
- 

Introduction: I hereby confirm the identity, occupation and address of the applicant.

Name & address of the introducing person A/c No. Signature

Locker No: AAL20

Nomination :AKSHAY J ONATT Initial

Registered on:18-03-2023                      Photograph(if not already given while opening the deposit A/c)

Cancelled on:

Date of Hiring                      18-03-2023

Period                      12 months

Rent paid for the above period 900+GST

Date of payment                      18-03-2023

Due date for closing                      -

Allotted the Locker No :AAL20 (Key no:AAL12) and the details entered in Folio of the Safe Deposit Locker Register on 18-03-2023

Asst.Manager    Branch Manager

**Covering Letter to be obtained from the Customers currently holding lockers**

Place:Changanacherry

Date:25-05-2023

To:

**The Manager**

**South Indian Bank**

Dear Sir/ Madam,

Subject: Safe Deposit Locker- No: \_\_AAL20\_\_

1. I/ We have been granted by you the subject facility in terms of the agreement dated 18-03-2023 executed by me/ us (“**Earlier Agreement**”).
2. In this connection, I/ We enclose herewith and tender to you a new safe deposit locker agreement (as required under the circular dated August 18, 2021, issued by the Reserve Bank of India bearing number RBI/2021-2022/86 DOR.LEG.REC/40/09.07.005/2021-22, titled Safe Deposit Locker/ Safe Custody Article Facility provided by the banks- Revised Instructions, as may be amended, modified, replaced and/or supplemented from time to time) executed by me/ us (“**New Agreement**”) in substitution and/ or replacement of the Earlier Agreement.
3. I/ We also expressly understand, acknowledge and agree in this connection that the terms and conditions as stated in the New Agreement shall henceforth apply to the subject facility and the New Agreement shall on and from the date of execution of the New Agreement prevail over the Earlier Agreement in its entirety.

Yours faithfully,

1

2 3

Signature

Name                      RESHMA REBECCA NINAN

Designation/ Capacity\*

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

(Customer)

Enclosure: New Agreement as above.