## 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 SUPPLIMENTARY 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.

Signature(s)

(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 4.9 IN THE EARLIER AGREEMENT

Clause 4.9 of the Earlier Agreement shall stand deleted and the said Clause 4.9 of the Earlier Agreement shall now read as follows:

4.9 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).

#### 3. The Earlier Agreement shall stands amended in terms hereof.

#### 4. 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.

Place:	ace: Date:					
		1. PARTIED TO THIS AGREEMENT				
1(A)	THE BANK	Axis Bank Ltd. a Banking Company within the meaning of Bankin Regulation Act, 1949 and incorporated under the Companies Act, 1956, having its Registered Office at Ahmedabad ar 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:   2   Name:   Address:   Email ID:   Telephone Number:   2   Name:   Address:   Email ID:   Telephone Number:   Mobile Number:   3   Name:   Address:   3   Name:   Address:				
		Address: Email ID: Telephone Number:				

#### <u>SCHEDULE</u>

		Mobile Number:
		4
		Name:
		Address:
		Email ID:
		Telephone Number:
		Mobile Number:
2	DESCRIPTION OF LOCKER	Locker number:
		Key number:
3	LOCKER RENT PER	
	YEAR	Rupees(in words):
		(As may be revised from time to time)
		(Payable in advance on the last day of the preceding period for the next ensuing period)
		One time registration charge of Rs.1000 + GST to be paid at the time of new locker allotment. It will be over and above the annual locker rentals.(As applicable)
		Free Locker operation/access will be granted three times per calendar month, post which licensee(s) will be levied charges of Rs.100+ GST per visit. (As applicable)
		Late payment of locker rent will incur a penalty @2.5% per month up to a maximum limit of 25%
		Advance locker rent collected will be refunded on pro-rata basis on surrender of locker.)
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	>Singly
		>Either of the joint hirers singly
		>Anyone of the joint hirers singly
		>Jointly by all the hirers
		>As per the Board resolution dated
6	Locker operation time	The safe deposit vault will remain open from
		to daily except on bank holidays as declared under Negotiable Instrument Act or events beyond the control of the bank holidays as declared Negotiable Instrument Act or events beyond the
		control of the Bank

7	Locker Rent	At the time of allotment of locker, rentals (inclusive of GST) will be recovered, from the account of the hirer(s), for 12 months and thereafter shall continue to recover the rentals for further period of 12 months in advance on the last day of the preceding period for the next ensuing period
8	Security/Fixed Deposit	The licensee (s) hereby agrees that in case Fixed deposit is linked with locker for security deposit: a) Fixed Deposit covering 3 years locker rent plus taxes as per prevailing rates and break-open charges has to be created for 12 months tenure in auto-renew mode under re-investment (RIC) scheme. Duly signed Fixed Deposit Receipt will have to be submitted at branch. b) Fixed Deposit amount will be lien marked and in case locker rent is outstanding, Fixed Deposit will be closed partially to recover locker rent and lien will be marked on the remaining amount. Premature withdrawal penalty on Fixed Deposit will be applicable as per extant guidelines. c) At any point of time if the residual amount in Fixed Deposit is less than the total outstanding rental amount and break open charges, 30 day notice will be provided to replenish the Fixed Deposit amount or close the locker. In case of no response, locker break open will be initiated as per due process.

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

For the Customer						
	1	2	3	4		
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:				
Desimutien				
Designation:				

# Form SL / SL 1A

# Nomination under section 45ZE of the banking Regulation Act, 1949, and the Rule 4(2) of the Banking Companies (Nomination) Rules, 1985, by Joint Hirers in respect of Safe Deposit Lockers

We

(name and address)

nominate the following person(s) to whom in the event of the death of one or more of us

# (name and address of branch / office in which locker is situated)

may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below, jointly with the survivor or survivors of us.

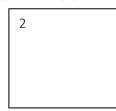
Locker No.		Nominee(	Nominee(s)			
Nature of Distinguishing mark or No.	Additional details, if any	Name	Address	Relationship hirer, fany	with	Age

# Guardian details (if nominee is a minor)

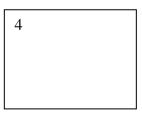
# (Name and Address)

# \*Affix nominees photograph below(optional).





3			



I wish to nominate later, since I do not have details of the nominee now

- □ I do not wish to nominate anyone
- I will later add a joint holder to the locker
- □ Personal reason (others)

Place:

\* Signature / Thumb impression of hirer/s

Date:

Name(s), Signature(s) and address(es) of witness(es)@

@ Thumb impression(s) shall be attested by two witnesses. \*Nominees photograph should be attested by customer