



लोणावळा सहकारी बँक मर्यादित  
LONAVLA SAHAKARI BANK MARYADIT

K.K. Apartment, LONAVLA - 410 401

**ANNEXURE : III - A**  
**Form No. SL. 1**

**Nomination** under section 45-ZE Read with section 56 of The Banking Regulation Act, 1949 and Rule 4(1) of Cooperative Bank (Nomination) Rules, 1985 **by sole hirer in respect of safety locker**

I \_\_\_\_\_ Age about \_\_\_\_\_ Residing at \_\_\_\_\_

nominate the following person to whom in the event of my / minor's death the Lonavla Sahakari Bank Ltd., Lonavla Branch \_\_\_\_\_ situated at \_\_\_\_\_  
\_\_\_\_\_ may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below.

Sr. No.	Type of Locker.	Locker / Key No.	Name, Age, Address and relationship with hirer, of the nominee
1			
2			

( Kindly use separate form for each branch)

Date :

Place :

Signature / Thumb impression of hirer

**Witness :**

1. Signature

2. Signature

Name :

Name :

Address :

Address :

Where Locker is hired solely in the name of minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor.

Thumb-impresion (s) shall be attested by two witnesses.

**For office use :**

Signature of the above locker holder has been verified and is as per our records. Also nomination has been registered.

Date :

Name and Signature of Authorised Bank Official.

EMP No. :



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**ANNEXURE : III - B**  
**Form No. SL. 1 - B**

**Nomination** under section 45-ZE Read with section 56 of The Banking Regulation Act, 1949 and Rule 4(2) of Cooperative Bank (Nomination) Rules, 1985 **by joint hirers in respect of safety locker**

I /We

1. \_\_\_\_\_ Age about

Residing at \_\_\_\_\_

2. \_\_\_\_\_ Age about

Residing at \_\_\_\_\_

3. \_\_\_\_\_ Age about

Residing at \_\_\_\_\_

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

The Lonavla Sahakari Bank Ltd., Lonavla Branch situated at

\_\_\_\_\_ 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.

Sr. No.	Type of Locker(s)	Locker / Key No.	Name, Age, Address and relationship with hirer, of the nominee
1			
2			
3			
4			

( Kindly use separate form for each branch)

Date :

Place :

Signature(s) / Thumb impression(s) of hirer(s)

**Witness :**

1. Signature

2. Signature

Name :

Name :

Address :

Address :

Thumb-Impression (s) shall be attested by two witnesses.

**For office use :**

Signature of the above locker holder has been verified and is as per our records. Also nomination has been registered.

Date :

Name and Signature of Authorised Bank Official.

EMP No. :



**COPY**

**SCHEDULE**

Place :		Date :		
<b>PARTIES TO THIS AGREEMENT</b>				
1(A)	Name of the Bank (Licensor)	<b>LONAVLA SAHAKARI BANK MARYADIT</b>		
	BRANCH (Name and Address)			
1(B)	THE CUSTOMER (Licensee)	NAME AND ADDRESS :		
		1) Name : _____ Address : _____ E-mail : _____ Mob.: _____		
		2) Name : _____ Address : _____ E-mail : _____ Mob.: _____		
		3) Name : _____ Address : _____ E-mail : _____ Mob.: _____		
		2	DESCRIPTION OF LOCKER	LOCKER NUMBER : KEY NUMBER : CLASS :
		3	LOCKER RENT FOR 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

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

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

**LONAVLA SAHAKARI BANK MARYADIT. BRANCH :**

Signature Custodian \_\_\_\_\_ Branch Manager

Name of Signatory : \_\_\_\_\_ Branch

Designation

**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 partner, 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 & conditions and
- (C) The Parties have decided to enter into this Agreement to set out the understanding between them in this regards.

**IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:****1 LOCKER LICENCE**

- 1.1 The bank a licensor hereby grants to the customer as a licensee, the license to use of 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 the 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 use of any person other than the Customer.
  - (b) Non-transferable.
  - (c) Only for legitimate purposes such as storing of valuables the 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 the 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, in the event of the Bank is not being able to operate for any reason beyond its control such as flood riot, curfew, lock out 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.
- 1.6 **Upon death of the Locker Holder**
- 16.1 In case of death of a licensee(s), the bank shall give access of the locker to such nominee with liberty to remove the contents of the locker In case if the locker was hired jointly with the instructions to operate it under joint signatures, and the licensee(s) nominates any other individual(s) in the event of death of any of the locker hirers, the bank shall give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s) In case the locker is hired jointly with survivorship clause and the licensee(s) instructed that the access of the locker should be given to 'either or survivor', or "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act 1949
- 16.2 In cases where there is no nomination registered with the Bank or where the joint licensee(s) had not given any mandate that the access may be given to one or more of the survivors by clear survivorship clause, bank shall act as per its policy of settlement of claims set out by the bank from time to time.
- 1.7 All repairs necessary to be done the Safe Deposit Locker or replacement of the key shall be done exclusively by workman appointed by the bank.

**2. CUSTOMER'S UNDERTAKING 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 provide by the Bank for opening of the Locker in 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 a 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 in the Bank the Rent when due and bear all costs incurred by the Bank for-
    - I. Changing the lock & 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 providing new address and contact details including phone number, email id, mobile number etc.
  - (j) According to RBI, the locker must be operated at least once in every year. Thus in case, the locker is not operated for a period of more than one year bank shall have the right to cancel the allotment of the locker and break open the locker, even if the rent in respect of the concerned locker is paid regularly. The cost of breaking open the Safe Locker as aforesaid as well as the costs of changing the locks shall be debited to any of the licensee(s) account held with the bank the licensee(s) further agrees that in case breakopen of the locker by the Bank the contents therein shall remain in the custody of the bank as the bailment of the contents and as such the bank shall also have a right of general lien on the articles / contents found in the locker of the licensee(s) until the licensee(s) settles all of the Bank's dues.
  - (k) The Customer as licensee(s) shall indemnify the Bank against any demand, claim, loss, damages, costs and expenses made against

sustained or incurred by the Bank by reason of the use of Locker by the Customer in contravention of the provisions mentioned in clause No. 1.3 here in above and otherwise. The Customer shall whenever required by the Bank permit it to inspect the contents of the Locker for ascertaining that the above condition is fulfilled.

- (i) The Customer shall adhere to the rent and the charges as fixed by the Bank from time to time.

**3 BANK'S RIGHTS**

- 3.1 The Bank shall have 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-
    - (i) In case the rent due on the Locker remains unpaid, and
    - (ii) Customer fails to provide proof of indemnity when demanded by the Bank, at the time of seeking access to the Locker.

**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 cooperating and/or complying with the terms and condition 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 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 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.
  - (d) Where the lockers have not been operated as per the specifications of risk categorization set by RBI from time to time.
- 3.3.2 Before exercising the right to break open the locker, the Bank shall not send to the Customer a notice (in addition to the Termination Notice under Clause 3.2 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 message on mobile phone of the Customer, sending 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 fore said 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 reside 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 witness. In the event of electronically operated Locker (including Smart Vaults) the use of Vaults 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 envelop along with detailed inventory inside a fireproof of safe in 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 safe in public auction and the safe 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 of held for the disposal at the order of the Customer.
- 3.3.10 Before safe 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 OBLICATIONS AND LIABILITY**

- 4.1 The Bank shall not be liable for in any case for deterioration of damage to the contents of the Locker whether caused by rain, fire, flood, earthquake, lighting, civil disturbance of 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 obligation 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 provision 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 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 Bank's branch is situated or in the jurisdiction of which the Bank falls.