



Annexure 1 - Locker Agreement

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Date of allotment: _____

Canvas ID: _____

AGREEMENT FOR HIRING LOCKER FOR SINGLE/JOINT HIRERS

Branch Name		Branch Code	
Branch Classification		Locker Size	
Locker Number		Key Number	
Cust ID		Account Number	
Mode of Operation		Base Rent + GST	

Photograph of 1 st Hirer	Photograph of 2 nd Hirer	Photograph of 3 rd Hirer	Photograph of 4 th Hirer
Please Sign across the photograph (half on form and half on photo)	Please Sign across the photograph (half on form and half on photo)	Please Sign across the photograph (half on form and half on photo)	Please Sign across the photograph (half on form and half on photo)



Shivalik Small Finance Bank Limited, _____ (branch name) (hereinafter called "the Bank") agrees to let on hire to _____ (Name and Address of Hirer/s) _____ (herein after called the Hirer/s), and the Hirer/s agree to take on hire, subject to the Bank's rules relating thereto from time to time and the terms and conditions mentioned on the reverse hereof, the Bank's **Locker No.** _____ ("**Locker**") for _____ years from this date at a rent of Rs. _____ per year payable in advance) unless and until determined in accordance with the terms and conditions herein mentioned. The Hirer/s authorizes the Bank to debit the above-mentioned account every year in advance towards recovery of locker rent. The Hirer/s may thereafter continue at the discretion of the Bank for such periods and such terms and conditions and by payment of rent in advance at such rate/s as may be determined by the Bank from time to time.

Nomination:

Yes, please fill the details in SL1/SL1A

No, I declare that I do not wish to make a nomination

I/We the Hirer/s hereby acknowledge and confirm having read and understood the terms and conditions and rules printed overleaf and agree to abide by every clause and bound by the same. The Key No. _____ for locker No. _____ handed over herewith, in a sealed condition, to the Hirer/s by the Bank, the receipt whereof is acknowledged by the Hirer/s.

Applicants	Name	Customer ID	Sign
1 st Holder			
2 nd Holder			
3 rd Holder			

Note: Please ensure all the relevant sections are completely filled to your satisfaction before signing the form.

For Shivalik Small Finance Bank Ltd.

(Branch Head) _____

Date: _____

Place: _____

Terms & Conditions:

- 1) Safe deposit vault may be hired by an individual (being not a minor) singly or jointly with another individual(s)/HUFs/Firms/Limited Companies/Associates/Societies or Trusts.
- 2) The safe deposit vault will remain open during office hours Monday to Saturday (except 2nd and 4th Saturday and holidays declared by the bank) and access to the Locker by the Hirer/s will be allowed on the said days and during the time specified.



- 3) The Bank shall be at liberty to change the above timings for access to the Locker and may add such conditions as it may deem fit and shall give notice to the Hirer of the same and the Hirer shall be bound by the same.
- 4) The Hirer shall abide by all rules and regulations in respect of the means of access to the Locker and identification of the Hirer which may from time to time, be prescribed by the Bank.
- 5) In case of any dispute between the joint hirers, any one of the locker Hirer/s may request for the stop operations in the locker, however, for any change in the operating instructions, a request is signed by all the Hirer/s is to be submitted to the Bank.
- 6) In the event of the death of the hirer the legal heirs/nominees will be entitled to operate the Locker, 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 persons other than the nominees/legal heirs. In the event the Hirer nominates 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.
- 7) The Hirer shall permit the Bank whenever required to have access to the Locker for examining its state and condition and to make any repair/s adjustment thereto and to ascertain that the use of the Locker is in accordance with the terms and conditions hereof. But the Bank shall not be deemed to have any knowledge of or be responsible for the contents thereof.
- 8) All rentals agreed upon are payable strictly in advance on or before the last day of the presiding period for the next ensuing period and the Bank reserves to itself the rights of refusing access to the Locker. In the event of any non-payment of the rent whether demanded or not or any enhanced rent the Bank may (but not be bound to so) debit the amount of such rent to the account of the Hirer with the Bank without any further reference to the Hirer, who hereby authorizes the Bank for debiting his/her account as aforesaid whenever the rentals are due and payable to the Bank.
- 9) Locker rent will attract Tax as applicable from time to time.
- 10) The Bank shall always be entitled to revise/enhance the rent in its absolute discretion and the Hirer shall be liable to pay the same from such dates decided by the Bank. However, prior intimation would be issued to the hirer in case of any modifications.
- 11) The customer key pertaining to the Locker hired by him/her will be given to the Hirer. This key will always remain the property of the Bank. The master key will always be with the Bank. It is understood by the Hirer that the Locker can be opened using both the keys and not by any one of the keys singly. And the master key is not required to close the Locker. The Hirer is permitted to operate the Locker only with the customer key and no operation of the Locker will be allowed with the key other than the customer key provided by the Bank.
- 12) If the Customer Key is lost by the Hirer, he/she should notify the loss of the key to the Bank in writing without any delay and a new key may be issued to the Hirer on the Hirer's written request against giving an indemnity along with FIR/Police Complaint acknowledgement to the Bank. All the hirers are to be present in the locker branch for the Break Open process. All charges for opening/breaking open the Locker, replacing the lost key, and changing the lock shall be payable by the Hirer. All repairs required to be done to the Locker, lock, or the key, shall be done exclusively by the workmen appointed by the Bank.
- 13) The Hirer is cautioned to keep the customer key of his/her Locker in a place of safety and not divulge the number of his/her Locker and/or their password (if any given) to any other person and not to deliver the customer key to any person other than his/her/their duly authorized agent (if appointed). The Hirer shall acknowledge the receipt of the customer key and surrender the same to the Bank upon, termination of this Agreement.
- 14) All the Hirers are mandatorily required to be present in the Locker branch to surrender the locker or as directed by the bank.
- 15) The Hirer shall have no right of property in Locker but only an exclusive right of user thereof and access thereto during the continuance of this agreement and in accordance with the terms and conditions hereof. The Hirer shall not assign, transfer, or sublet the Locker or any part of it, nor permit



it to be used for any purpose other than for the deposit of documents, jewelry or other valuables and shall not use the same for deposit of any property of any explosive or destructive or offensive nature or of a type which in the opinion of the Bank be/become a nuisance. The Hirer shall indemnify the Bank against any demand, claim, loss, damages, costs, and expenses made against, sustained, or incurred by the Bank because of the use of the Locker by the Hirer in contravention of this provision. The Hirer shall whenever be required by the Bank permit it to inspect the contents of the Locker for ascertaining that the above condition is fulfilled.

16) Without prejudice to any other remedies, which the Bank may have against the Hirer all rights of the Hirer to the use of the Locker, at the sole option of the Bank, be forfeited upon non-payment of the rental whether demanded or not and any other charges due and payable, or upon breach of any of the conditions hereof by the Hirer and the Bank shall be at liberty after thirty days prior return notice by registered post to the last known address of the Hirer to break open the Locker and sell all or any contents thereof by public auction or private treaty and recover its dues towards arrears of rent and/or other charges, expenses in relation to the above, out of the sale proceeds and thereafter if any surplus is available or any contents are remaining, the Bank may forward to the Hirer at their registered address such contents by parcel or other responsible means or such surplus by pay order or demand at his/her risk and responsibility or may retain and keep the same in such other locker or place with such rental payable or account without any interest payable there on as the Bank may deem fit. In case the locker remains inoperative for a period of seven year and if the locker hirer cannot be contacted, then the Bank shall at its sole discretion cancel the allotment of the locker and break open the locker even if the rent is paid regularly, as directed in the RBI guidelines.

17) Either party may terminate this agreement on giving to the other thirty days previous written notice prior to the date on which the agreed period of hiring terminates, of such intention to terminate this agreement and the Hirer shall surrender the customer key of the Locker to the Bank on or before the day of expiry, of the notice

18) If no such notice as aforesaid shall have been given and the customer key is not returned by the Hirer, the hiring of the Locker may at the option of the Bank be renewed after the expiry date of the agreed period of hiring but this condition is without prejudice to the rights of the Bank accrued in the meantime.

19) For reasons of grave or urgent necessity, the Bank reserves the right of closing the vault for such period as it may consider necessary and refuse access to the Locker without any previous intimation to the Hirer and or call upon the Hirer to immediately withdraw the contents of their Locker and the Hirer will be responsible for all consequences that may arise due to non-compliance of this provision.

20) The Bank shall also not be liable for any damage or loss resulting from or arising from any delay caused by failure of the vault doors or locks to operate the Locker.

21) The Bank shall have absolute discretion to break open the Locker/take inventory and/ or give possession of the Locker and the contents thereof to any person/s in the exercise of the orders of the court of law or of 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.

22) Any change in the address of the Hirer should be notified to the Bank in writing by the Hirer without any delay and any notice of communication sent by the Bank by post to the registered office of Hirer as recorded in the books of the Bank shall be considered to have been duly served.

23) During the continuance of this Agreement, the Bank shall not be responsible or liable for any loss or deterioration of or damage to the contents of the Locker whether caused by rain, fire, flood, earthquake, lightning, civil commotion, war, riot, or any other cause/s, not in the control of the Bank and shall also not be liable or responsible for any loss, sustained by the Hirer by leaving any articles outside the Locker.

24) It is clearly understood that the relationship between the Bank and the Hirer shall be that of the Hirer and hiree and not that of a Banker and Customer.



25) All property in the Locker is received and held by the Bank subject to a general lien for all monies due from the Hirer hereunder to the Bank with power to sell such property or part thereof in satisfaction of all the monies due but not paid.

26) While the Bank will exercise all such normal precautions as it may in its absolute discretion deem fit, does not accept liability or responsibility of any loss or damage whatever sustained to items deposited in the Locker. Accordingly, the Hirer is advised in his/her own interest to insure any items of value deposited in the Locker with the Bank.

27) The Hirer agrees to abide by such rules and regulations as the Bank may from time to time prescribe and adopt for the hire of the Locker by the Hirer.

28) The Hirer shall indemnify the Bank and keep the Bank indemnified and save harmless at all times from all and any loss, damages, costs, expenses, actions, proceedings that may be incurred/suffered or made/taken by against the Bank by reasons of any breach of any terms and conditions hereof by the Hirer.

29) For all matter/s issues arising hereunder and for the purpose of the hire of the Locker, the parties hereto submit themselves to the exclusive jurisdiction of the courts in the state of Saharanpur (Uttar Pradesh) in India.

30) The Bank at its sole discretion at the time of allotment of the Locker shall obtain Fixed Deposit as security towards the payment of Locker rent from the Hirer. The Bank shall have the right to lien & set off on the said Fixed Deposit in case of non-payment of the Locker rentals by the Hirer.

31) The locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit Locker, if the Bank has suspected and found the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the Bank shall have the right to take appropriate action against such hirer/s.

32) Bank do not keep a record of the contents of the locker or of any articles removed there from or placed therein by the customer/hirer and Bank would not be under any liability to insure the contents of the locker against any risk whatsoever. Bank shall under no circumstances offer, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.

33) We confirm that we have received a copy of this agreement.

FOR OFFICE USE ONLY

Name, Signature & Emp. Code of Inputter	Name, Signature & Emp. Code of Verifier	Name, Signature & Emp. Code of Branch Operation Manager	Name, Signature & Emp. Code of Branch Manager.

NOTE: For new locker, Rent shall be collected from the date of locker issuance till the closing of that particular financial year on a pro-rata basis.

Subsequently, yearly locker rent shall be collected from 1st April 20__ to 31st March 20__(for particular FY).