

MBANK

The Muslim Co-op. Bank Ltd., Pune

LOCKER APPLICATION CUM AGREEMENT FORM

Branch _____

LOCKER APPLICATION CUM AGREEMENT FORM

SAFE DEPOSIT LOCKER APPLICATION

Please grant me/ us a Safe Deposit Locker No [] of type _____ and allow access to me/ us as indicated herein.

[] For The Muslim Co-Operative Bank Ltd., Pune, Branch _____ Account Holders :

The annual locker rent of ₹ [] may please be recovered in advance each year by debit to my / our Account No. []

[] For The Muslim Co-Operative Bank Ltd., Pune, Branch _____ (Non-Account Holders) :

I/ We hereby undertake to maintain a deposit of ₹ [] (as advanced rent for 3 years) with the Bank in Fixed Deposit Account No. [] till the continuance of the locker facility.

The deposit shall be pledged as security deposit which shall be withdrawn only on surrender of the locker. In case of non - payment of locker rent for any year, the Bank may recover the same out of accrued interest/ principal amount of fixed deposit pledged for the above said facility.

<div>Name of Holder (s)</div>	<div>CIF of Holder (s)</div>	<div>Signature of Holder (s)</div>
<div>Name of Holder (s)</div>	<div>CIF of Holder (s)</div>	<div>Signature of Holder (s)</div>
<div>Name of Holder (s)</div>	<div>CIF of Holder (s)</div>	<div>Signature of Holder (s)</div>

Mode of Operation : [] Singly [] Either or Survivor [] Jointly [] Others (Specify) _____

FOR BANK'S USE

Locker No. []

Key No. []

Date [D][D][M][M][Y][Y][Y][Y]

Signature & ECN of The Muslim Co.Op. Bank Ltd., Pune
Manager Officer

Paste Stamp Paper here

This stamp paper is integral part of Locker agreement

(Take customer signature at all corners)

1st Hirer's
Passport Size
Photograph
(Sign Across)

2nd Hirer's
Passport Size
Photograph
(Sign Across)

3rd Hirer's
Passport Size
Photograph
(Sign Across)

4th Hirer's
Passport Size
Photograph
(Sign Across)

THE MUSLIM CO-OPERATIVE BANK LTD., PUNE

Branch

SAFE DEPOSIT DEPARTMENT

AGREEMENT FOR HIRING OF LOCKERS / SAFE DEPOSIT VAULT

Locker No.

Date

THE MUSLIM CO-OPERATIVE BANK LTD., PUNE a Co-operative Bank incorporated under the Companies Act, 1956 and licensed by the Reserve Bank of India under Banking Regulation Act, 1949, having its Registered Office at Saifee Mahal 633, Raviwar Peth, Pune - 02 and this branch among other places at (hereinafter called "The Bank") agrees to let on hire and (hereinafter called "The Hirer(s) agree(s) to take on hire, subject to the conditions endorsed hereon, the Bank's

Locker No. for year(s) from this day at a rental of ₹ per year for the said period of which sum receipt is hereby acknowledged by the Bank. Unless and until determined in accordance with the conditions endorsed hereon, the hiring will thereafter continue for like periods upon the same conditions and at the same periodical rentals which shall be payable in advance on the last day of the preceding period for the next ensuing period.

Between (Fill as applicable)

(For Individual)
Mr. / Ms.
residing at

And Mr. / Ms.
residing at

And Mr. / Ms.
residing at

And Mr. / Ms.
residing at

(hereinafter referred as "Hirer(s)")

(For Company / TASC)

Limited/ Private Limited, a Company incorporated under the provisions of (Indian) Companies Act, 1956 and having its registered office at (hereinafter referred as "Hirer(s)")

(For Partnership / LLP)

Mr./Ms. and
 Mr./Ms. and Mr./Ms.
 carrying on business in partnership under the name and style of with its
 principal place of business at registered with Registrar of Firms (hereinafter referred as "Hirer(s)")

(For Proprietorship)

Mr./Ms. carrying on business sole proprietorship in the name and style of
 having his/her place of business at
 (hereinafter referred as "Hirer(s)")

(For HUF)

M/s. (name of HUF) represented by its Karta
 and Mr./ Ms. with their address at
 (hereinafter referred as "Hirer(s)")

***Terms & Conditions**

- Access to Safe Deposit Vault will be allowed only during hours prescribed thereof by the Bank from time to time on days other than Bank Holidays or non-working day for public of the Branch of the Bank. No Person other than the hirer is allowed to operate the locker. The safe deposit vault will remain open from Monday to Saturday on Banking hours daily except 2nd & 4th Saturdays, Sundays and Bank holidays. On 2nd & 4th Saturdays, Sundays & Bank holidays; for locations open under 365 days banking; it shall be accessible in Banking hours.
- All rentals are payable strictly in advance and the Bank reserves the right of refusing access to the locker in the event of the rental not being paid when due whether the same has been demanded or not.
- The yearly rent may be fixed or increased by the Bank from time to time at its discretion without consent of the hirers and without notice, intimation or reference to the hirers. The hirers shall also make security deposit in the form of fixed deposit with the Bank for such amount as may be fixed or increased by the Bank from time to time at its discretion without consent of the hirers and without notice, intimation or reference to the hirers. Such fixed deposit receipt duly discharged by the depositors in the Bank's favour will be handed over by the depositors to the Bank. The Bank shall be entitled to adjust, appropriate or set off any interest on such deposit or the principal amount of such deposit or any credit balance or any part thereof due to such depositor or to the hirer in any current, saving, deposit or any other account whatsoever towards satisfaction of rental due to the Bank in respect of the locker.
- The hirer(s) shall have no right to property in locker but only an exclusive right of use thereof and access thereto during the period of this agreement and in accordance therewith. The hirer(s) shall not assign 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, jewellery or other valuables nor shall the hirer(s) use the locker for the deposit of any property of a perishable nature or of an explosive or destructive nature or stolen or illegally possessed property, smuggled or contraband goods, drugs, narcotics or any other articles prohibited by any law.
- The Bank shall not be liable for any loss or damage that may be caused due to flood, earthquake, rioting, theft burglary, civil commotions, robbery, dacoity and /or acts of God or calamities beyond the control of the Bank or which cannot be avoided even after reasonable care is taken by the Bank.
- The hirers may insure the contents of the locker if they so desire entirely at their risk as to the costs and consequences thereof, the Bank will not be bound to take out insurance of the contents of the lockers.
- All property is received and held by the Safe Deposit Department of the Bank subject to a general lien for all moneys due from the hirer(s) with power to sell such property or part thereof in satisfaction of moneys due but not paid.
- Either party may terminate the agreement on giving to the other seven days previous notice in writing prior to the date on which the agreed period of hiring terminates of such intention and the keys of the locker shall, in such case, be delivered by the hirer(s) to the Bank not later than noon on the day of the termination of the hiring. After surrender of the vault and handing over the key, no complaints or claims relating to

contents alleged to be left back in the vault or vault room will be entertained by the Bank.

9. If no such notice as aforesaid shall have been given, the hiring of the locker shall be considered renewed after date of determination but this condition is without prejudice to the rights of the Bank accrued in the meantime.
10. Without prejudice to any other remedies, which the Bank may have against the hirer(s), all rights to the use of the locker shall, at the option of the Bank, be forfeited upon non-payment of the rental whether the same shall have been demanded or not, or upon breach of any of the conditions hereof by the hirer(s) and the Bank shall be at liberty to break open the locker and either to forward (by parcel, post or other reasonable means and at the hirers' risk) the contents of the locker to the hirer(s) at his/ their registered address or may retain and keep the said contents in such other locker or place as it may think fit, at a rental of double the amount of the rental hereby agreed to be charged.
11. Access shall be had to the Vault by the Hirers and in case of joint hirers by all of them jointly or by such one or more of them as they may indicate by special instructions to be given in writing by all of them from time to time and which instructions can be cancelled by consent of all joint hirers, 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 Hirer or joint hirers provided that the authority in favour of such Agent is duly recorded in the books of the Bank and in the case of joint hirers, such authority can be revoked by any one of them. In case of the death of a sole hirer only his or her legal representatives meaning thereby the executor, administrator or legal heirs of deceased will be permitted access on production of Court's order or grant. In case of the death any one of the joint hirers operable by either or survivor, the survivor of them shall be entitled to have access to the Vault, otherwise the consent or authority of the executor, survivor of such joint hirers will be required. The Bank shall be entitled to refuse access to the vault in the event of the Bank receiving any order from any court or Government authority to that effect. The facility of nomination is available for safe deposit vault and in the case of a subsisting valid nomination, access to the locker will be allowed in accordance with the rules prevailing in this behalf.
12. If the key or keys of the locker be lost by the hirer(s), the Safe Deposit Department of the Bank should be notified without delay. All charges for opening the locker, replacing the lost key and for changing the lock shall be payable by the hirer(s).
13. All repairs required to be done to the locker; lock or keys shall be done exclusively by the workmen appointed by the Bank.
14. The Safe Deposit Department of the Bank should be notified of any change of address of the hirer(s) and any notice or communication sent by post to the registered address of the hirer(s) shall be considered to have been duly served.
15. For reasons of grave or urgent necessity, the Bank reserves the right of closing the Safe Deposit Department for such period as it may consider necessary. The Bank also reserves the right of making changes in the opening and closing of the Department without any previous intimation.
16. Hirer(s) is/ are cautioned to keep the keys of his / their locker in a place of safety, not to divulge the number of the locker and their passwords (if given any and not to give the locker

keys, for the purpose of operating of the lockers or otherwise, to any person other than his/their duly authorised agent. A hirer/hirers who is/are desirous of so appointing an authorised agent, should grant in favour of such an agent, a power of attorney in such form as may be stipulated by the Bank for the purpose and have it registered with the bank before the agent could be permitted to operate on the locker. It would not, however, be necessary for the hirer(s) to execute a power of attorney in cases where the intention is merely to surrender a locker that has already been cleared of its contents; in that event the key could be surrendered by the hirer(s) through his/their agent who should produce a specific letter of authority signed by the hirer(s) bearing the attested specimen signature of the agent along with a letter of surrender signed by the hirer. No responsibility would develop on the Bank as a consequence of its having accepted the key of the surrendered locker from the agent of the hirer(s).

17. It is hereby agreed that the relation of the Bank and the hirer(s) in this connection is that of a licensor and licensee and not that of a banker and customer.
18. The hirer(s) agree(s) to abide by such rules and regulations as the Safe Deposit Department of the Bank may, from time to time, adopt.
19. The hirer(s) agree(s) that the Bank may, at any time at its discretion and without assigning any reason, call upon him/ them to withdraw the articles from the said locker failing which the Bank will be absolved from all the responsibilities in respect of the articles.
20. The hirer(s) agree(s) that in case of default in payment of the rental for the stipulated period or in case after the expiry of the agreed period of hire the articles are not removed from the locker by the hirer(s) or sooner on the happening of the event contemplated in Clause 19, the Bank shall, after due notice to the last known address of the hirer(s), break open the locker/ vault and make a list of articles and dispose of the articles, if any, either by sale in public auction or otherwise and apply the proceeds thereof first towards Bank's charges and refund the balance to the hirer(s), if any. The cost of breaking open the vault as well as the costs of repairing the same and changing the locks will have to be paid by the hirer(s) and the Bank shall not be liable to or accountable for the loss of the contents of the vault so broken open.
21. The hirer(s) agree that they shall operate and use the lockers regularly. If for any reason, the hirer(s) is/ are unable to operate the locker, then the hirer(s) shall inform the Bank in writing giving reasons for not operating the locker. If the hirer(s), without any sufficient cause or without intimation to the bank, does not operate locker for a period of one year or more, then notwithstanding the fact that there is no default in payment of rent payable by hirer(s), the bank may, by giving notice to hirer(s) call upon him/ them to either operate the locker or surrender the locker or show cause for not operating the locker. If the hirer(s) give sufficient reasons for not operating the locker, then the bank may allow hirer(s) to continue to operate the locker. The decision of the Bank as to whether the hirer(s) has given satisfactory reasons or not shall be final and binding upon the hirer(s). However, if the hirer(s) does not give any reply or reasons given by the hirer(s) are not satisfactory, then the Bank may, by giving notice of seven days to the hirer(s), break open the locker and take inventory of articles stored, in the presence or without presence of the

- hirer(s) and may terminate locker arrangement forthwith. The Bank, at its discretion, may allot the locker to any other person and the hirer(s) will have no claim whatsoever over the said locker. If any articles in the locker are found, then those articles shall be kept in safe custody by the Bank. The articles so kept in safe custody shall be returned to the hirer(s) on payment of safe custody charges as may be levied by the Bank. If the articles are hazardous or dangerous or perishable, then the Bank may dispose of those articles entirely at the risk and cost of the hirer(s).
22. The hirer(s) agree(s) that the Bank is entitled at its discretion to increase the rental at any time without notice and consent of the hirer(s).
 23. The Bank shall not be liable for any damage or loss resulting from delay caused by failure of the vault doors or locks to operate.
 24. It will be the responsibility of the Hirer or his authorised Agent operating the locker to carefully close the door of the locker and lock it properly and ensure before leaving the premises that the locker is properly closed and locked and no article left out in the strong room or other part premises of the Bank. The Bank does not accept any responsibility for any articles or valuables misplaced or inadvertently left behind in the Strong Room or any part of the Bank premises. If in spite of reasonable steps taken to ascertain the true owner of such articles that may be found by the employees or other customers and handed over to the Bank the true owner is not traced, then the Bank will be entitled to dispose of such articles and will not be answerable to the true owner thereof for return of such articles.
 25. Hirer(s) agree/s not to inform the passwords or to deliver the keys of their locker to any person other than their duly authorised agents.
 26. The hirer/s agree/s that the Bank will be entitled to modify the terms and conditions of this Agreement and further agrees to abide by such rules and instructions concerning access to the Vault as the Bank may from time to time frame without consent of the hirer/s and without notice, intimations or reference to the hirer/s.
 27. On the expiry and/or termination of the lease, the key of the locker shall be handed over by me/us to the manager of the Bank and in case of any default, the Bank shall be entitled to realise the value of the key or expense of its replacement from my/our person or property or both.
 28. The Bank shall not be responsible for any loss sustained by me/us to my/ our leaving any article outside the locker.
 29. The stamp duty on this Memorandum of letting is to be borne and paid by the hirer/s.
 30. The advance rent shall be pledged as security amount which can be refunded (on pro-rata basis calculated quarterly) only on surrender of the locker after completion of 1 year. If locker is surrendered within 1 year of issuance date; there will be no refund of locker advance rent.
 31. For Mode of operation as "JOINTLY", nomination form SL1A needs to be filled. Nomination is not applicable to "Either or Survivor"/ "Former or Survivor"/ "Anyone or Survivors"/"Latter or Survivor" modes of operation.
 32. I/ We hereby confirm and acknowledge the receipt of locker key no. assigned to me/ us. In this connection, I/ We hereby state that Bank has handed over to me/ us. the keys in a sealed cover, I/ We further confirm that I/ We have opened the seal in front of the bank official and have utilized the key and observe that the key is in order and is functional on the locker assigned to me.
 33. I/ We, the hirer/s hereby acknowledge and confirm having read and understood the contents of this agreement and the terms and conditions and rules have been read and understood by the Hirer/s and is in agreement of every clause and agree to abide by and be bound by the same. The hirer/s is/ are also in possession of a copy of the agreement and terms and conditions detailed herewith.

Read, understood and accepted the above mentioned conditions.

Sole Hirer	<input type="text"/> <input type="text"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature(s) Sole Hirer
Joint Hirer (1)	<input type="text"/> <input type="text"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature(s) Joint Hirer (1)
Joint Hirer (2)	<input type="text"/> <input type="text"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature(s) Joint Hirer (2)
Joint Hirer (3)	<input type="text"/> <input type="text"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature(s) Joint Hirer (3)

For The Muslim Co-Operative Bank Ltd., Pune

Authorized Signatory

LOCKER NOMINATION BY SOLE HIRER - FORM SI1 (Vide Para 1.5.2 (i) (a))

Nomination under section 45ZE of the Banking Regulation Act, 1949 and the Rule 4(1) of the Banking Companies (Nomination) Rules, 1985, by Sole Hirer in respect of Safety Lockers.

I, (name and address)

Nominate the following person to whom in the event of my /minor's death

(Name and address of branch/ office in which the locker is situated)

may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below;

Locker			Nominee			
Type of Locker	Locker No.	Additional Details if any	Name, Address & Contact No.	Relationship with Hirer, if any	Age	Nominee's date of birth (If minor)

Guardian details (if nominee is a minor)

(Name and Address)

Date :

Place

*Signature / Thumb impression of hirers

Name(s), Signature(s) and Address (es) of witness (es)[@]

*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.

LOCKER NOMINATION BY JOINT HIRERS - FORM SL1 A [Vide Para 1.5.2 (i) (a)]

Nomination under section 45ZE of the Banking Regulation Act, 1949 and Rule 4(2) of the Banking Companies (Nomination) Rules, 1985, by Joint Hirers in respect of safety 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 the 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(s) of us.

Locker			Nominee			
Type of Locker	Locker No.	Additional Details if any	Name, Address & Contact No.	Relationship with Hirer, if any	Age	Nominee's date of birth (If minor)

Guardian details (if nominee is a minor)

(Name and Address)

Date :

Place

*Signature / Thumb impression of hirers

Name(s), Signature(s) and Address (es) of witness (es)[@]

*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.

Documentation Checklist (Tick mark appropriately)

	Description	1 st Hirer	2 nd Hirer	3 rd Hirer	4 th Hirer
Photograph	Two Copies of latest Colour Photos, One is pasted on Agreement & second one on the Locker issue register.				
	Photograph to be affixed/ pasted with across signature of customers.				
Locker Application Form	Form should be signed by all the hirers				
	Locker No., Locker Type, A/C No., Rent should be mentioned correctly				
	MOP should be mentioned correctly.				
	Account Holder(s) Name and CIF should be mentioned correctly.				
	Bank Use column needs to be filled completely.				
Locker Agreement	Agreement should be on Stamp paper and the value of the stamp paper as per Stamp Act.				
	Stamp paper Purchase date should be on or prior to the date of agreement.				
	Agreement is to be signed by all the Hirers.				
	Agreement needs to be filled properly.				
Relationship Proof	Not required for CASA Joint Account holders.				
	If Unrelated parties – RH Approval required for Providing locker facility to unrelated parties & MOP E or S.				
For Non-Individual(s)	Board Resolution/ Authority Letter (as applicable)				

Additional Documentation Checklist for: Re-KYC due customers & Non CIF customer(s) as Joint Hirers (Tick mark appropriately)

	Description	1 st Hirer	2 nd Hirer	3 rd Hirer	4 th Hirer
Self-attested ID Proof	PAN Card				
	Voter's/ Election Card				
	Ration Card with Photograph				
	Driving License				
	Aadhaar Card				
	Identity Card issued by Central/ State Govt./ PSU Scheduled Bank Passbook / Pension Card.				
Self-attested Address Proof	Passport				
	Voter's/ Election Card				
	Ration Card with Photograph				
	Driving License				
	Aadhaar Card				
	Identity Card issued by Central/ State Govt./ PSU Scheduled Bank Passbook / Pension Card.				