

JANA SMALL FINANCE BANK
_____Branch

AGREEMENT FOR HIRING OF LOCKER

BY AND BETWEEN

Jana Small Finance Bank Limited, a company registered under the Companies Act, 1956, licensed by Reserve Bank of India (RBI) to carry business as "Small Finance Bank" under the Banking Regulations Act, 1949, having its registered office at The Fairway Business Park, #10/1, 11/2, 12/2B, Off Domlur, Behind Dell, Koramangala Inner Ring Road, Next to Embassy Golf Links Business Park, Challaghatta, Bangalore - 560071, Karnataka, India and one further having one of its branch office at

(Hereinafter referred to as the "Bank") agrees to let on hire, a safe deposit Locker (the "Locker") to

Sr. No	Name	Address	Mobile Number	Phone Number	Email ID

(Hereinafter referred to as the Hirer")

Subject to the terms and conditions contained herein, the Bank (as a licensor) hereby grants to the Hirer (as a licensee), the license to use the Locker No. _____ Having key no. _____ Class _____ at an annual rent of Rs. (in figures): _____ Rupees (in words) _____ which is exclusive of the GST as applicable ("Rent"), for a period of 1 (One) year from the date of this Agreement. At the end of such one year, this Agreement shall stand automatically extended for a further period of 1 (one) year every time unless terminated in terms hereof.

The Hirer hereby accepts the license granted in terms hereof.

The operating mandate for the use of Locker facility by the Hirer shall be as under: (Please

tick the applicable box)

(a) Singly

☐

(b) Either or Survivor

☐

(c) Jointly by all the Hirers.

☐

In consideration of the Bank granting the Locker facility to the Hirer, the Hirer agrees to abide by the terms & conditions enumerated herein below and as amended from time to time by the Bank at its sole discretion:

1. The license to use the Locker is: (a) For the Hirer's own use and not for the use of any person other than the Hirer; (b) non-transferable and (c) only for legitimate purposes such as storing of valuables like jewelry and documents but not for storing of any cash or currency. The license to use the Locker is not for (a) storing arms, weapons, explosives, drugs, contraband materials, perishable material, radioactive material; (b) storing any material that can create any hazard or nuisance to the Bank or to any of its customers and (c) storing any property which may be destructive, hazardous or illegal in nature.
2. The Hirer shall be allowed to access and operate the Locker on a working day of the Bank during office hours except on bank holidays as declared under the Negotiable Instrument Act, 1881 or during the events beyond the control of the Bank. The Bank shall be at liberty to change the timing for accessing the Locker and may add such conditions as it may deem fit, and shall give notice to the Hirer of the same through its website and the Hirer shall be bound by the same.
3. In order to access and operate the Locker, the Hirer must (a) enter details of such operation in the Bank's records in the manner and form stipulated by the Bank; (b) provide proof of identity if requested by the Bank; and (c) abide by rules and regulations for the Locker operation as may be stipulated by the Bank from time to time.
4. The Bank is entitled to recover Rent and any other cost incurred by the Bank in relation to the Locker from the Hirer. The Rent is payable by the Hirer strictly on advance basis and the Bank reserves the absolute right of refusing the Hirer to access the Locker in event the Hirer fails to pay the rent when due whether the same has been demanded or not.
5. The Hirer hereby authorizes the Bank to debit the Hirer's Account No. _____ towards payment of the Rent and any other applicable charges payable by the Hirer.

6. The Bank may insist to the Hirer to provide a security deposit in the form of a fixed deposit for such reasonable amount as it may deem fit for covering 3 years' Rent and the charges for breaking open the Locker in case of such eventualities. The said fixed deposit shall be kept under Bank's lien for the purposes mentioned above.
7. The Hirer shall (a) keep the keys, password or any other identification mechanism provided by the Bank for operating of the Locker in a place of safety; (b) not deliver their keys or any other identification mechanism provided by the Bank for operating of the Locker to any person other than their duly authorized agent; (c) operate the Locker only using the key, password or any other identification mechanism provided by the Bank and not otherwise; (d) not tamper with or make copies of the key, password or any other identification mechanism provided by the Bank for the operation of the Locker; (e) inform the Bank forthwith in case the key, password or any other identification mechanism provided by the Bank for the operation of the Locker is lost; (f) return forthwith to the Bank in case the key, password or any other identification mechanism provided by the Bank, which was reported to be lost is found again; (f) pay to the Bank the Rent, when due and bear all the costs incurred by the Bank for changing the lock and repairs to the Locker in the event loss of key is reported by the Hirer and breaking open of the Locker in terms of this Agreement and/or applicable laws and regulations.
8. If the bank suspects 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 customer as it deems fit and proper in the circumstances.
9. The Bank shall have, in the event of the Hirer's breach or default under this Agreement and/or in the event the Bank is of the view that the Hirer is not co-operating or complying with the terms and conditions of the Agreement, a right to terminate this Agreement and the license granted hereunder after issuing the Hirer a prior notice of 3 months by registered post, or by SMS/WhatsApp where the mobile number of the Hirer is available or email ID where Email ID of the Hirer is available ("Termination Notice"). Upon receipt of the Termination Notice, the Hirer shall forthwith and before the end of 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 operating the Locker, to the Bank.
10. 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 8 hereof is served to the Hirer and the Hirer 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 (c) The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7 (seven) years or more; and the Hirer cannot be located by the Bank.
11. Before exercising the right to break open the Locker, the Bank shall send to the Hirer a notice (in addition to the Termination Notice under Clause 8 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 Hirer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Hirer is available) of the Bank's proposed action of breaking open of the Locker ("Break Open Notice").
12. Notwithstanding, anything contained under this Agreement, the Bank shall take all possible efforts to contact the Hirer by sending messages on mobile phone of the Hirer, sending a personal messenger to the Hirer's address, making phone calls on the Hirer's land line/ mobile phone etc. before breaking open of the Locker.
13. In case the Termination Notice and the Breaking Open Notice as foresaid sent by the Bank is returned undelivered or the Hirer is not found to be traceable despite the Bank having taken reasonable efforts including those stated under Clause 8 and 10 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 Hirer resides as evidenced by the Hirer's address as stated in the Agreement or as further communicated by the Hirer to the Bank.
14. 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.
15. 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.
16. 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. 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.
17. 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 Hirer's dues to the Bank (including outstanding Rent, breaking open charges and any other dues) and balance be refunded to the Hirer or held for the disposal at the order of the Hirer.
18. 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 Hirer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Hirer is available) shall be issued by the Bank to the Hirer 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.
19. During the continuance of this Agreement, the Bank shall not be responsible, notwithstanding anything to the contrary in Section 152 of the Indian Contract Act, for any loss or deterioration of or damage to the contents of the Locker(s) whether caused by rain, flood, earthquake, lightning, civil commotion, riot or war or in the event of any terrorist attack or by any other similar cause(s).
20. 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 Hirer. The Bank shall, however, take appropriate care as it may in its absolute discretion deem fit, to protect their premises of the Bank from any catastrophes.

21. The Bank shall be discharged of its obligations and shall not be liable for any cost, loss or liability incurred by the Hirer (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.
22. Regardless of the above, the Bank's liability on the Locker shall always be subject to limitation under the applicable law and regulation.
23. The Hirer agrees and acknowledges that the Bank does not keep a record of the contents of the locker or of any articles removed therefrom or placed therein by the Hirer and therefore the Bank shall not be under any liability to insure the contents of the Locker against any risk whatsoever. However, the Hirer may, at his/her sole discretion choose to independently insure the contents of the Locker at his/her own costs.
24. The Bank will take necessary steps for the safety and security of the premises in which the Lockers are housed. The Bank will be responsible to ensure that incidents like theft/ burglary/ robbery, dacoits, building collapse do not occur in the Bank's premises due to its own shortcomings and/or negligence. Notwithstanding the above, the total aggregate & cumulative liability of the Bank shall be limited to the extent of an amount equivalent to one hundred times the prevailing Rent of the Locker, only in the event if the loss of contents of the Locker are due to incidents mentioned above, which can be attributable to the Bank's failure/negligence or attributable to fraud committed by the employee(s) of the Bank.
25. The Hirer shall indemnify the Bank and keep the Bank indemnified and save harmless at all time 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.
26. The Hirer (in case of more than one, all jointly) may request the Bank for addition/deletion of the names and allow access to newly added Hirer as per revised mandate given from time to time. The Bank in its sole discretion may ask Hirer after addition/deletion to execute a fresh agreement for hiring, the cost whereof shall be borne by the Hirer.
27. The Hirer in his/her/their own interest shall file with the Bank, nomination(s) in the prescribed format. In the event of death of Hirer the Nominee appointed as aforesaid will alone be entitled to open the Locker and remove the contents thereof upon providing the necessary documents to the Bank. The Nominee shall not be treated as the Hirer and the Bank will be entitled to deal with the Locker after removal of the contents thereof, which should be not later than 30 days from the date of death of the Hirer. The prescribed form of nomination is available with the Bank.
28. Access of Locker to survivor(s)/nominee(s) is given only as a trustee of the legal heirs of the deceased Locker Hirer i.e., such access given to such survivor(s)/nominee(s) shall not affect the right or claim which any person may have against such survivor(s)/nominee(s) to whom the access is given.
29. The Hirer cannot assign or sublet the Locker.
30. The Hirer shall have, subject to terms of this Agreement, a right to use the Locker for keeping belongings and he/she shall expect reasonable care by the Bank for protecting such belongings. In case of the Bank's failure to do so, the Hirer shall have such remedies as may be available from time to time under the applicable law and regulations. The Bank acknowledges the Hirer's rights as may prevail from time to time under the applicable law and regulations.
31. The Hirer shall have no right, title or interest of any nature whatsoever in respect of the Locker and shall only have a right to access the Locker during the term of this Agreement only in accordance with the terms & conditions stipulated herein.
32. The Hirer shall inform the Bank forthwith in case there is any change in the address, contact details etc. of the Hirer.
33. All repairs required to be done to the Locker; lock or keys shall be done exclusively by workmen appointed by the Bank.
34. The Bank shall also not be responsible for any loss sustained by the Hirer by leaving any article outside the Locker.
35. The Hirer shall not be entitled for refund of Locker rent paid in advance or for the balance period of hire.
36. The Hirer agrees that the Bank is entitled at its discretion to increase the rental at any time without the consent of the Hirer.
37. The Hirer agrees that the Bank is bound to break open the Locker or give access to statutory officer who has authority to carry out search or seizure.
38. Hirer agrees that the Bank may at its sole discretion change, modify and make addition to these terms & conditions from time to time including but not limited to terms relating to the timing for accessing Locker, rentals etc. The Hirer is at liberty to close the Locker facility and terminate this Agreement forthwith if the said amendment, modification or addition is not acceptable to the Hirer by handing over the keys along with the any amount due to the Bank.
39. All the disputes arising between the Bank & the Hirer under this Agreement, shall be subject to exclusive jurisdiction of the courts in Bangalore, Karnataka in India and the Hirer unconditionally submits to such jurisdiction.

**IN WITNESS WHEREOF THE HIRER HERETO SET THEIR RESPECTIVE SIGNATURES ON
THIS _____ DAY OF _____ 20_____**

For the Hirer(s):

Sr. No	1	2	3
Name CRN			
Designation/Capacity*			
Signature			
(*in cases where the Hirer is non individual/ not signing in person)			

For the Bank:

Branch Name	
Name of the Signatory	
Designation	
Signature	

Acknowledgment

I acknowledge the receipt of a copy of the aforesaid Locker Agreement from the Bank. I have read and understood the terms & conditions stipulated therein and agree to abide by the same.

Name:

Date:

Signature: