



Saraswat Bank

Saraswat Co-operative Bank Ltd.

(Scheduled Bank)

Ekanath Thakur Bhavan, 953 Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025

Agreement to be stamp as per the Stamp Act applicable in the state of Banks presence.

Locker No.	Place:
Key No.	Date:

SUPPLEMENTARY SAFE DEPOSIT LOCKER AGREEMENT

THIS LOCKER AGREEMENT IS MADE BETWEEN THE BANK AND ITS CUSTOMERS AT THE PLACE AND ON THE DATE AS STATED IN THE SCHEDULE HERETO (THE "AGREEMENT").

BY AND BETWEEN

SARASWAT CO-OPERATIVE BANK LTD., a Bank registered under the Bombay Co-operative Societies Act,1925 and deemed to be registered under the Maharashtra Co-operative Societies Act,1960 and also under the Multi State Co-operative Societies Act, 2002 and having its Registered office at Saraswat Bank, Eknath Thakur Bhavan, 953 Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025, hereinafter referred to as “Lessor” (which expression shall unless it be repugnant to the context and meaning thereof mean and include its successors and assigns ) of the One Part;

AND

I, Shri/Smt \_\_\_\_\_ Indian Inhabitant residing at \_\_\_\_\_, hereinafter referred to as "Lessee", (which expression shall, unless it be repugnant to the meaning or context thereof, mean and include his/her heirs(s), executor(s), administrator(s) and legal representative(s)); Or

I, Shri/Smt \_\_\_\_\_ am the Sole Proprietor/ Proprietress carrying on business in the firm name and style of \_\_\_\_\_ at \_\_\_\_\_ hereinafter referred to as "Lessee", (which expression shall, unless it be repugnant to the meaning or context thereof, mean and include the proprietor/proprietress and his/ her heirs(s), executor(s), administrator(s) and legal representative(s)); Or

We, (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ carrying on business in Partnership under the firm name and style of M/s. \_\_\_\_\_ at \_\_\_\_\_ hereinafter referred to as "Lessee", (which expression shall, unless it be repugnant to the meaning or context thereof, mean and include 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); Or

M/s. \_\_\_\_\_ HUF, through its Karta Mr. \_\_\_\_\_, having its address at \_\_\_\_\_, hereinafter referred to as "Lessee", (which expression shall, unless it be repugnant to the meaning or context thereof, mean and include a Hindu Undivided Family (HUF), the member or members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns; Or

We, (1) \_\_\_\_\_ (2) \_\_\_\_\_ Director/Directors of M/s. \_\_\_\_\_ a Private Ltd/ Public Ltd. Company Incorporated under the Companies Act 1956/2013 and having its Registered Office at \_\_\_\_\_ hereinafter referred to as "Lessee", (which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its subsidiaries, successors and permitted assigns) of the Other Part.

(The Lessor and the Lessee are each referred to as a “Party” and collectively as “Parties”)

WHEREAS:

- (A) The Lessee being desirous to avail of safe deposit locker facility, has approached the Lessor for such facility.
- (B) The Bank is agreeable to provide to the Lessee, 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:

1A. LESSEE'S RIGHT

- (a) The Lessee shall have, subject to terms of this agreement, a right to use the Locker for keeping belongings and expect reasonable care by the Lessor for protecting such belongings and in case of the Lessor's failure to do so, avail of such remedies as may be available from time to time under the applicable law and regulations
- (b) The Lessor acknowledges the Lessee's rights as may prevail from time to time under the applicable law and regulations.

2. CHANGE TO THE CLAUSE 4.1 IN THE EARLIER AGREEMENT

Word “fire” in Clause 4.1 of the Earlier Agreement shall stand deleted and the said Clause 4.1 of the Earlier Agreement shall now read as follows:

4.1 The Lessor 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 Lessor is situated or in the jurisdiction of which the Lessor falls.

SCHEDULE

Place:		Date:
PARTIES TO THIS AGREEMENT		
1A	THE BANK / LESSOR	SARASWAT CO-OPERATIVE BANK LTD, a Bank registered under the Bombay Co-operative Societies Act,1925 and deemed to be registered under the Maharashtra Co-operative Societies Act,1960 and also under the Multi State Co-operative Societies Act,2002 and having its Registered Office at Saraswat Bank, Eknath Thakur Bhavan, 953 Appasaheb Marathe Marg, Prabhadevi, Mumbai-400 025,
	BRANCH (Name)	
1B	THE LESSEE/S	NAME AND ADDRESS:
		1. Name: _____
		Address: _____
		Email ID: _____
		Mobile number: _____
		Landline Number: _____
		2. Name: _____
		Address: _____
		Email ID: _____
		Mobile number: _____
		Landline Number: _____
		3. Name: _____
Address: _____		
Email ID: _____		
Mobile number: _____		
Landline Number: _____		
2	DESCRIPTION OF LOCKER	LOCKER NUMBER AND SIZE:
		KEY NUMBER:
3	LOCKER RENT PER YEAR	Rs. (in figures) _____
		Rupees (in words): _____
		(As may be revised from time to time) (Payable in advance)
		SI to be recovered from SB/CA number _____ with _____ Branch
4	PERIOD OF LICENCE	Shall be valid unless terminated by either of the parties in terms thereof.
5	OPERATING MANDATE (Pl tick the appropriate)	<input type="checkbox"/> Self
		<input type="checkbox"/> All Jointly
		<input type="checkbox"/> Either or Survivor
		<input type="checkbox"/> Any other (pl specify)
		<input type="checkbox"/> Any one or Survivor
		<input type="checkbox"/> As per resolution (for Entities)
6	ANY OTHER TERMS	KYC Documents obtained of record for all lessee/s ____ Yes / No ____ Schedule of service charges for Safe deposit locker is made available to lessee/s.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and acknowledged by their respective officers or representatives hereunto duly authorized, as of the date first above written.

For the Lessee/s			
	1	2	3
Signature			
Name			
Designation/Capacity*			

(\*in case where the lessee is non individual/not signing in person)

For the Bank [Bank Name / Branch Name]:	
Signature	
Name of the signatory:	
Designation & Rubber Stamp of the Branch / Bank:	