



# THE COIMBATORE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.,

..... BRANCH.

## LOCKER APPLICATION

.....202

To

THE MANAGER

CDCC BANK,

..... BRANCH.

Dear Sir,

I/We desire to hire a Locker size ..... of your Bank.

Herewith is sent Rs. .... (Rupees .....

.....) being the rent of the Locker for ..... months, in advance.

Kindly arrange to provide me/us with a Locker of the size mentioned herein.

I/We have read the Rules of the Lockers and abide myself / our self.

As per rule No.9(1) of the Safe Deposit Locker policy. I hereby nominate .....

.....as my beneficiary.

Received Key No.....On.....202

Yours faithfully,

Signature of Renter/s.



# THE COIMBATORE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.,

..... BRANCH.

## AUTHORITY TO OPERATE LOCKER

.....202

To

THE MANAGER

CDCC BANK,

..... BRANCH.

Dear Sirs,

Locker No.....Key No.....

Password .....

I/We hereby authorise, you to allow access to the above Locker for purpose of depositing articles and removing articles there from time to time to Mr. .... whose specimen signature duly countersigned by me/us.

Mr.....will quote the password relating to the above locker every time he seeks access.

This authority shall continue in force until I/We revoke it by a notice in writing delivered to you.

Name of the Renter.....

Address .....

Name of Authorised Person and Designation	Specimen Signature of the Renter
.....	1. ....
.....	2. ....
Specimen Signature	Attested
1. ....	Authorised Officer.
2. ....	Yours faithfully,
Attested	



# THE COIMBATORE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.,

..... BRANCH.

## NOMINATION FACILITY



(Passport Size  
Photo of  
Nominee)

**Declaration from the locker hirer(s) where nomination facility availed**

The benefits of nomination have been explained to me/us and I/we have submitted the.

- Nomination under section 45 ZE read with Section 56 of the Banking Regulation Act, 1949 and Rule 4(1) of the Co-operative Banks (Nomination) Rules, 1985 by sole hirer in respect of safety locker.
- Nomination from SL-1(A) - Nomination under section 45 ZE of the Banking Regulation Act 1949 and Rule 4(2) of the Banking Companies (nomination)Rules 1985 by Joint hires in respect of Safe Deposit Locker.

I.....  
(Name and address)

nominate the following person to whom in the event of my/our death .....  
(Name and address of branch /

.....  
officer in which the locker's situated)

give access my locker and liberty to remove the contents of the locker, particulars where of are given below.

Locker					Nominee	
Nature of	Distinguishing mark or No	Additional details if any	Name	Address	Relationship with hirer, if any	Age

**Place :**

**Date :**

Name(s) Signature(s) and address (es) of witness(es)

1. \_\_\_\_\_ \* Signature / Thumb impression of hirer
2. \_\_\_\_\_

\* Thumb impression shall be attested by two witnesses .

To be signed by all the locker hirer(s) (tick in the appropriate box)

**Declaration from the locker hirer(s) where nomination facility is not availed**

The benefits of nomination have been explained to me /us. However, I/we do not wish to make a nomination for the Safe Deposit Locker facility.

**Name of the Hirer(s)**

**Signature of the Hirer(s)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_



**Covering Letter to be obtained from the Customers currently holding lockers**

Place :

Date :

To

THE MANAGER

CDCC BANK,

..... BRANCH.

Dear Sir/Madam,

**Subject : Safe Deposit Locker-No.**

1. I/We have been granted by you the subject family in terms of the agreement dated \_\_\_\_\_ executed by me/us (**earlier Agreement**)
2. In this connection, I/We enclose herewith and tender to you a new safe deposit agreement (as required under the circular dated August 18,2021, issued by the Reserve Bank of India bearing number RBI/2021-2022/86 DOR/LEG/REC/40/09.07.005/2021-22, titled Safe Deposit Locker / She Custody Article Facility provided by the banks-Revised Instructions, may be amended, modified, replaced and/or supplemented from time to time) executed by me/us ("New Agreement") in substitution and/or replacement of the Earlier Agreement.
3. I/We also expressly understand, acknowledge and agree in this connection that the terms and conditions as stated in the New Agreement shall on and from the date of execution of the New Agreement prevail over the Earlier Agreement in its entirety.

Yours faithfully,

	1	2	3
<b>Signature</b>			
<b>Name</b>			
<b>Designation / Capacity*</b>			

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

(Customer)

Enclosure : New Agreement as above.

**ACKNOWLEDGMENT FROM THE LOCKER HIRERS**

(Tick of the check boxes)

- I/we further acknowledge the receipt of locker Key No \_\_\_\_\_ in respect of Safe Deposit Locker No \_\_\_\_\_ from CDCC BANK \_\_\_\_\_ Branch.
  
- I/We have received the copy of the Locker Application-Cum-Agreement duly executed between me/us and CDCC Bank \_\_\_\_\_ Branch.

**Name of the Hirer(s)**

**Signature of the Hirer(s)**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**Place :** \_\_\_\_\_

**Date :** \_\_\_\_\_





# THE COIMBATORE DISTRICT CENTRAL CO-OPERATIVE BANK LTD.,

H.O. / ..... BRANCH.

## SAFE DEPOSIT LOCKER AGREEMENT-CUM-TERMS AND CONDITIONS

CABINET ID	:
LOCKER No	:
CLASS / SIZE / TYPE	:
RENT	:
KEY NO	:
CIF NO : 1	:
CIF NO : 2	:
CIF NO : 3	:
CIF NO : 4	:
SB A/C NO	:
FD A/C NO	:
LOCKER A/C NO	:

(Passport size photo)

(Passport size photo)

(Passport size photo)

(Passport size photo)

Special Adhesive stamp

THE COIMBATORE DISTRICT CENTRAL CO-OPERATIVE BANK LTD., H.O./ ..... BRANCH (hereinafter called the Bank) agrees to let AND

- 1) Thiru./Tmt./Selvi ..... residing at .....
- 2) Thiru./Tmt./Selvi ..... residing at .....
- 3) Thiru./Tmt./Selvi ..... residing at .....
- 4) Thiru./Tmt./Selvi ..... residing at .....

hereinafter called the "the hirer(s)" which terms wherever the context so requires or admits shall include his/her/their, legal representatives, executors, administrators and assigns, agree/s to hire, subject to the Bank's rules relating thereto and terms and conditions herein specified, the Bank's safe deposit Locker No.....of type.....at a rent payable in advance of Rs.....per annum (on calendar year basis) or at the rate determined by the Bank from time to time. The hirer(s) agree(s) that the Bank is entitled at its discretion to enhance the rental at any time without notice and consent of the hirer(s).

**\* Applicable for joint hirers only : @**

Access to the said locker shall during the lives of the joint Hirers or the Survivors of them be had by all the Hirers or the Survivors of them jointly / any one or more of the hirers, until the Bank receives a notice to the contrary from either/any one of the hirers in which event access shall be had by the hirers or the survivors of them jointly. On the death of all the hirers save one all the rights of the hirers hereunder shall vest in such survivor and upon his death vest in his legal representative(s).

**Operational Instructions for locker hired in joint names @@**

The hirer(s) has/have this day paid Rs ..... being the rent for the period from this day up to the end of the calendar year ..... The said hire is to be continued until otherwise intimated by payment of rent in advance (i.e. before 31st March) on calendar year basis periodically at the rate determined by the Bank from time to time and in accordance with the Bank's rules and terms and conditions in



The contents of this agreement and the rules of business and terms and conditions have been read by /over and explained to the hirer(s) and hirer(s) has / have understood the same the signify his / her/ their consent to abide by the same and hirer(s) agree(s) that he / she/ they shall be bound by the same.

In witness whereof the hirer(s) and the Bank have hereunto affixed their hands on the date mentioned above:

Name of Hirer(s)	Signature @
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....

**For THE COIMBATORE DISTRICT CENTRAL CO-OP BANK LTD.,**

Manager.

- @@ a. Strike out whichever is not applicable**  
**b. For joint hirers, Operational conditions should be only one of the following:**  
 i) by all      ii) by any two/three of them      iii) by E or S      iv) by Any One

**TERMS AND CONDITIONS**

- 1) A locker can be hired by a person in his own name or in the joint names of himself with others.
- 2) The relationship between the Bank and the hirer shall be that of Licensor – Licensee and not that of Banker and customer.
- 3) The hirer will be given the key pertaining to the locker hired by him. The master key will be with the Bank. Locker can be opened by the use of both the keys and not by any of them singly. The hirer shall not use any other key than the one supplied by the Bank for operating the locker.
- 4) The hirer shall keep the key of the locker in a place of safety. The hirer shall not divulge the number of the locker and the password and shall not deliver the key to any person other than his/her/their duly authorised agent. He/she shall surrender the key to the Bank on termination of the agreement.
- 5) In cases of break-open of lockers carried out by the Bank for non-payment of locker rent, the Caution amount deposited by the hirer/s, will be appropriated for recovery of expenses incurred by the Bank in,
  - (i) Breaking open the locker,
  - (ii) Replacement of lock, and
  - (iii) Recovery of Bank's dues on account of overdue locker rent.
- 6) In case of loss of key, the Bank should be notified without delay and the Bank shall not be responsible for any mistake. All charges for breaking open the locker and for changing the lock (with new key) shall be payable by the hirer(s). All repairs or other works shall be done only by the workmen engaged by the Bank. In the case of any repairs not arising from the ordinary and reasonable use of the locker, the expense of such repairs must be paid by the hirer(s). At the time of allotment, a minimum fixed deposit is obtained which would cover 3 years rent and the charges for breaking open the locker in case of an eventuality.
- 7) The Bank shall not be responsible for any loss or damage to the contents of the locker arising from any cause whatsoever. The Bank is not bound to take out Insurance of the contents of the lockers. The hirer(s) may, if he/she/their so desires, insure the contents of the locker at his/her/their cost. The Bank shall not also be liable for any delay caused, any failure of the vault doors or lockers to operate.

Signature(s) of Hirer(s)



- 8) The bank shall not be liable for any damage and/or loss of contents of locker arising from natural calamities or Acts of God like earthquake, floods, lightning and thunderstorm or any act that is attributable to the sole fault or negligence of the customer.
- 9) The hirer shall notify to the Bank any change of his address. Any notice or communication sent by the Bank by post to his/her/their last address as recorded in the books of the Bank shall be considered to have been duly served. In case of Joint Licensee, notice given to any one of them shall be deemed sufficient notice to all the Joint Licensees.
- 10) The hirer(s) shall not keep in the locker any article prohibited by law or any inflammable article, explosive or articles of destructive nature and the hirer(s) shall on demand permit the bank, to inspect the contents of the locker for the purpose of ascertaining if this condition is being complied with. A hirer who commits a breach of this condition will be held liable for all losses or damages which the Bank might thereby incur.
- 11) Access to the locker may be had on all working days, during the time specified by the Bank from time to time. The Bank also reserves the right to change the time so specified without any previous intimation. However, during the extra-ordinary contingencies like civil commotion, riots, strikes, shifting of locker units from one premises / floor to another premises / floor, etc., the Bank reserves the right to refuse access to the locker or close the service for certain days or alter the timings as may appear necessary without any previous notice.
- 12) Access to the said locker shall be had by the hirer(s). In the case of joint hirers, having access to the locker to either/any of the hirers, access instructions may be cancelled by any one, in which case access will only be permitted to all of them together.
- 13) Access may also be allowed to duly authorised agent of hirer or of joint hirers provided that authority in favour of such agent is duly recorded in the books of the bank. The authority should be signed by all the hirers. Such authority may be cancelled by the hirer or any one of the joint hirers at any time, by giving intimation in writing to the Bank. The hirer(s) agree(s) to indemnify and keep the Bank harmless from and against any and all claims and demands made against the Bank by reason of any act of any agent appointed by hirer(s) as aforesaid and the Bank shall not incur any liability by virtue of his/her permitting such agent's access to the said locker. The Bank shall not also be liable for the act of an agent the termination of whose agency by any reason whatsoever has not been brought to the notice of the Bank.
- 14) All rentals are payable in advance. The Bank reserves the right to refuse access to the locker as long as the rental is not being paid, whether demanded or not.
- 15) Annual rent shall be paid in advance, i.e., before 31st March for the ensuing financial year and in any case before 7th April of that financial year. If hirer(s) fails to pay the rent before the date mentioned above, he/ she shall pay 10% additional amount of Annual/Actual rent (With GST) or at rates fixed by the Bank in this regard from time to time, **from 1st April of that financial year till date of payment of the rent amount.**
- 16) The Bank shall be at liberty to enhance the rent of the lockers at its absolute discretion at any time without notice and consent of hirer(s) and the hirers shall be liable to pay at such enhanced rates of rent and from such dates as determined or specified by the Bank from time to time. The Bank will notify such enhancement in rent and its date of effect on its notice board and such notification shall be deemed as sufficient notice to the hirer(s) and the hirer(s) agree(s) that such enhancement in rent is binding on him/her/them with effect from the date so notified by the bank.
- 17) In the event of non-payment of rent or any enhanced rent in respect of lockers the Bank may debit the amount of such rent to any account of the hirer(s) with the Bank without further reference to the hirer(s). The arrears of rent shall attract interest at rates fixed by the Bank from time to time. Where the Bank incurs any expense by way of postal or other charges or advertisement or otherwise in connection with the locker hire such expenses incurred by the Bank, shall be payable by the hirer(s) in addition to interest. In case to joint hirers, they shall jointly and severally be liable for payment of all rent and other charges that become due.

**Signature(s) of Hirer(s)**



- 18) Without prejudice to any of the remedies, 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 rental and / or upon breach of any of the conditions mentioned herein by the hirer(s). The Bank shall also be at liberty to break open the locker, without being liable for any loss or damage caused to the contents thereby, sell the contents thereof by public auction or private sale and recover arrears of rent and / or charges, expenses of breaking open the locker, out of sale proceeds of the said contents. The inventory of the contents prepared by the Bank at the time of such breaking open the locker shall be conclusive and binding on the hirer. On realisation of the arrears etc., as above, if any surplus is available, the Bank may at its discretion either forward (by insured post parcel or other reasonable means and at hirer's risk) the surplus contents of the locker to the hirer(s) at the last address given by him or remove the contents, retain and keep the same, including articles remaining, if any, in such other locker, safe or any place as the Bank may think fit, at hirer's risk and responsibility. In case the contents other than cash are held with the Bank, the rent payable for the same shall be twice the normal rent of the locker from which the articles were removed.
- 19) Where the lockers have remained in-operated for more than three years for medium risk category, or one year for a high risk category, branches should immediately contact the locker-hirer(s) and advise him/her to either operate the locker or surrender it.
- 20) This exercise will have to be carried out, even if the locker hirer is paying the rent regularly, Further, branches will ask the locker hirer to give in writing, the reasons as to why he/she did not operate the locker.
- 21) In case the locker-hirer does not respond nor operate the locker, branches will consider opening the lockers after giving due notice to him.
- 22) Further, the access of Locker by the customer shall be restricted to a maximum of 3 times per month and one time in a day, for the access of locker, more than 3 times a month or more than one time in a day an additional fee is chargeable at the rate fixed by the Bank, from time to time.
- 23) If the Locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the Branch shall be at liberty to transfer the contents of the locker to their nominee/legal heir or dispose of the articles in a transparent manner, as the case may be.
- 24) Before breaking open the locker, the Branch shall follow the procedure as prescribed as same as the break open procedure, when the non-payment of locker rent.
- 25) Key deposit amount as specified by the Bank from time to time shall be paid at the time of hiring/ renewal of hiring, which is refundable, when the locker is vacated and the key of the locker shall be returned in good condition and there shall be no arrears of rent or charges due by the hirer(s).
- 26) The hirer shall not assign, transfer or sublet the locker or any part thereof. All properties received and held by the Bank are subject to a general lien for all monies due from the hirer(s), with power to sell such property or part thereof in satisfaction of monies due but not paid.
- 27) The Bank shall have lien or charge on the property of the hirer(s) kept in the locker for the rent and other charges due to the Bank but not paid, and in the exercise of such right shall have power of selling such property or any part thereof for realisation of such rent and other charges.
- 28) Either party can terminate this agreement at any time giving to the other two weeks' notice, in writing In the case of joint hirer(s), where the operational condition is several the notice of termination and surrender of key by one or more of them shall be construed to have been made under the express authorisation of the others. In such cases the hirer(s) shall surrender the locker with its key during working hours of lockers on the day of termination in as good a condition as reasonable use thereof will permit.

**Signature(s) of Hirer(s)**



- 29) The hirer(s) agree(s) to abide by such **rules and regulations** as the Bank may notify from time to time which are subject to change without any prior notice. Such changes will be notified by the Bank on its notice board, which the hirer(s) agree(s) to be binding on him/them.
- 30) When at any time, any of the locker units has to be shifted; the bank would give a notice to the hirer(s) to have the lockers hired by them vacated to enable the shifting of the locker units and reoccupy them at the new place where the locker units have been fixed up. The hirer is obliged to vacate the locker within the stipulated time. If any locker is not vacated after the expiry of the notice period given, the Bank will not be held responsible for any damage to the property kept in the locker, due to shifting of the locker units.
- 31) The Bank shall be at liberty to add to, delete and/or alter any of the terms and conditions hereto without any prior notice to the hirers. Such additions or deletions or alterations made by the Bank will be put up on the notice or board of the branch or website and it will be deemed to be notified to the hirer(s) and incorporated in these conditions. The hirer(s) hereby agrees that such additions/deletions and alterations are binding on him/them.
- 32) Any guidelines issued by any Regulatory Authority which has the effect of changing any of the provisions of this policy will also become part of the policy from the date of issuance of such guidelines.

**Name of the Hirer(s)**

**Signature of the Hirer(s)**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**For THE COIMBATORE DISTRICT CENTRAL CO-OP BANK LTD.,**

**Manager.**