

PUNE PEOPLE'S CO-OPERATIVE BANK LTD

A Corporate Body formed, established and registered under Multi state Co-op.
Societies Act, 2002 and The Banking Regulation Act, 1949 having

Head Office at 477,478 Marketyard Branch, Gultekdi, Pune 411037

Application for Opening Locker Deposit Account Single Or Joint

Branch: _____

Date :-

I/we wish to open Locker Deposit Account with your Bank at _____
Branch with a deposit of _____
(_____)

I / we have read and understand the General Terms and Conditions and also the terms contained in the Agreement for letting locker provided by the Bank. I/we hereby agree to abide by the said terms and conditions and in particular by the Bank’s rule in force for the conduct of the locker account(s). The Details of us are as below.

No	Name	Address	Mobile no	Mail id

Address :

Telephone Nos. Office _____

Residence _____

NAME(S) OF A/C HOLDER(S) DATE SIGNATURE

LOCKER OPERATION:

1. The Locker account shall be operated:-

1. Singly
2. Jointly
3. By Either or Survivor/Former or Survivor/Latter or Survivor
4. Any Other _____

(Delete whichever is not applicable)

1. Any Change in name of locker holder/ Locker operator will be informed in writing to Bank.

Introduced by _____

(Name of the introducer)

I hold current/saving /loan account with your _____ Branch

And my account no is _____

Signature _____

Date _____

NOMINATION DETAILS - MANDATORY IN CASE OF SINGLE HIRER

1. Yes I / We wish to nominate

2. No, I / We declare that I/We do not

(As per details below) wish to make a nomination for the

Locker facility

Nomination under section 45 ZE of the Banking Regulation Act, 1949, and the Rule 4(1)/Rule 4(2) of the Banking Companies (Nomination) Rules, 1985, by Sole Hirer/joint Hirers in respect of Safety Lockers.

SOLE HIRER:

I nominate the following person to whom in the event of my death. PPCB Bank Ltd., _____

branch may give access to the locker and liberty to remove the contents of the locker subject to payment of locker rent.

JOINT HIRERS

We nominate the following person to whom in the event of death of one or more of us. PPCB Bank Ltd. ____ branch may give access to the Locker and liberty to remove the contents of the locker, jointly with the survivor or survivors of us, subject to payment of locker rent.

PERSONAL DETAILS OF NOMINEE

Name -----

Address 1 -----

Address 2 -----

District ----- City ----- Pin code -----

State ----- Country -----

Email ID -----

Mobile No + 91 ----- DOB ----- (IF MINOR) Age -----

Aadhar No. ----- PAN -----

Relationship with the Hirer, if any -----

As the Nominee is a minor on this date, I appoint

Name -----

Address 1 -----

Address 2 -----

District ----- City ----- Pin code -----

State ----- Country -----

Email ID -----

Mobile No + 91 ----- DOB ----- (IF MINOR) Age -----

Aadhar No. ----- PAN -----

Relationship with the Hirer, if any -----

.... To receive the contents of the locker on the behalf of the nominee in the event of my death during the minority of the nominee, subject to payment of locker rent.

Personal Details of the Witness (Thumb impression shall attested by 2 Witnesses)

Witness 1 Name _____

Address _____

Signature _____

Place _____ Date _____

Witness 2 Name _____

Address _____

Signature _____

Place _____ Date _____

Leave this out if nominee is not minor

Signature /Thumb impression of Hirer

AGREEMENT FOR SAFE DEPOSIT LOCKER

Place _____

Date_____

PUNE PEOPLES CO-OPERATIVE BANK LTD., PUNE, (Pan No. AAAAP 6104 H) A Corporate Body formed, established and registered under Multi state Co-op. Societies Act,2002 and The Banking Regulation Act ,1949 having Head Office at 477,478 MARKETYARD,GULTEKDI,PUNE 37. One of its Branch at _____ Pune _____ **Through its Branch Manager/Authorized Officer/Branch In charge** Shri/Smt _____ son/daughter/wife of _____ aged about _____ Occ._____ residing at _____

Hereinafter called the Bank, which term shall mean and include its directors, administrators, executors, assignees etc. agrees to let out on hire

AND

1. Shri/Smt _____ son/daughter/wife of _____ aged about _____ Occ._____ residing at _____
2. Shri/Smt _____ son/daughter/wife of _____ aged about _____ Occ._____ residing at _____
3. Shri/Smt _____ son/daughter/wife of _____ aged about _____ residing _____ at _____

Hereinafter called the Hirer/Hirers, which terms wherever the context so requires or admits shall include his/her/their heirs. Legal representatives, executors, administrators, and assigns, agrees/agree to take on hire, subject to the terms and conditions endorsed herein, the Bank’s safe vault locker No. _____& Key No. _____ in Unit _____ (Size/Type _____) for _____ months from this day at a rental amount of Rs. _____ payable in advance. The said lease will continue at the same periodical rent or at the rent prevailing from time to time which shall be payable in advance unless and until determined in accordance with terms and conditions set out below.

1. The safe Deposit Vault will remain open on all working days of the Bank during ordinary banking hours and will remain entirely closed on all bank holidays .the services shall not be available on half yearly/annual closing days also.

2. The hirer(s) shall have no right of property in the locker but only exclusive right of use thereof and access thereto during the period of agreement and in accordance therewith. The hirer(s) shall not assign or sublet the locker or any part of it.
3. Locker can be hired by a person either in his/her sole name or in the name of himself/herself jointly with one or more persons. In the case of sole hirer, the hirer only and in the case of joint hirers any one of them shall have access to the locker, unless instructions to the contrary are given in writing by all the joint hirers. Access may also be permitted to a duly appointed Power Of Attorney Holder (Power must be registered with the concerned registration authority) of the hirer of joint hirers together, provided that the authority in favour of such POH is duly recorded in the books of the Bank and in the case of joint hirers such authority/power may be revoked by any one of them at any time.
4. Lockers shall be used only deposit of valuables or other properties and on no account should the hirer(s) deposit any property of an explosive and destructive nature , weapons and/or any other items/things prohibited under law, in the lockers. A hirer(s) who commits a breach of this condition will be held liable for all losses or damages which the bank might thereby incur. Locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. 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.
5. In the event of the death of one of the joint locker-hirers/depositors of safe custody articles,
 - a) The right to the contents of the locker does not automatically devolve on the surviving joint locker-hirer(s), unless there is a survivorship clause.
 - b) The survivor or the survivor of them according to the instructions given to the Bank by all the hirers-including the deceased and recorded by the Bank in the life time of the deceased shall be entitled, after proving such death to the satisfaction of the Bank to have access to the locker.
 - c) The heirs or representatives of the deceased shall have no power to cancel or vary such instructions and shall not be recognized by the Bank except under the orders of a court of competent jurisdiction.
 - d) In the case of death of sole hirer or the last survivor of the joint hirers, the Bank may permit, in the absence of nominee/s any person or persons claiming to be his legal representative (s) and whose rights have been established to the satisfaction of the Bank to inspect the contents of the locker and on registration of the succession certificate or other proof of title/power to deal with the contents of the locker and be deemed to be hirer of such locker in the place of the deceased.
6. A caution deposit may be placed under the Bank's fixed Deposit Scheme by the hirer(s) in his/her/their name(s) to such an amount, the interest on which would cover adequately the annual rent due on the locker at the time of hiring of the locker which is repayable when the locker is vacated. The key of the locker shall return in good condition and there shall be no arrears of rent or charges due by the hirer(s). Alternatively the hirer(s) can, at the time of

allotment, place a fixed deposit that would cover 3 years rent and charges for breaking open the locker in case of an eventuality.

- 7.** Rent for the locker is payable strictly in advance for a minimum period of 1 year. The Bank is entitled to revise the rent during the lease period and whenever there is such revision, the hirer(s) agrees to pay the additional rent proportionately for the unexpired period of lease from the succeeding months. The Bank reserves the right of refusing access to the locker in the event of the rent not being paid when due, whether the same is demanded or not.
- 8.** The lease of a locker will terminate at noon of the date of expiry of the lease when the hirer(s) shall deliver the key of the locker to the Bank.
- 9.** The hirer(s) may terminate the agreement on giving to the Bank seven days notice during the currency of lease but before the date on which the agreed period of lease terminates, of such intention and the key of the locker shall in such case be delivered by the hirer(s) to the Bank during working hours on the day of termination of the lease. However, advance rent paid by the hirer(s) on annual basis or as per the rules of the Bank. If locker rent is collected in advance, and in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer. Prevailing from time shall not be refunded proportionately for the unexpected period of lease, if any.
- 10.** If notice as aforesaid was not given and key was not returned, the hiring of the locker shall be considered renewed on same terms and conditions as agreed hereto but this condition is without prejudice to the right of the Bank, accrued in the mean time.
- 11.** Without prejudice to any remedy 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 rent whether the same shall be demanded or not, and/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 without being liable for any loss or damage caused to the contents thereby.
- 12.** If the Bank decides to break open the locker, the inventory of the contents of the locker prepared by the officer of the Bank at the time of breaking open the locker shall be conclusive and binding on the hirer(s). In such cases, the Bank may at its discretion either forward the contents to the hirer to the last address recorded at the Bank by insured post parcel or by any other means at the risk and responsibility of the hirer(s) or may remove the contents to another safe place as the Bank may think fit or/and the Bank also at liberty to auction all or any part of the contents and appropriate the proceeds thereof towards the arrears of rent and also the cost of breaking the locker and repairs thereto.
- 13.** If the key of the locker is lost by the hirer(s), the Bank should be notified without delay. Charges for opening, changing the lock and restoring the locker to its original condition shall be payable by the hire(s).
- 14.** Any work to be done to the locker shall be done exclusively by the company authorized by the Bank.
- 15.** The Bank will not be responsible for any damage or loss or deterioration to the articles (contents of the safe Deposit Locker) in the lockers as result of any act or war or civil commotion or natural calamities or on account of negligence of the hirer(s) while operating the locker such

as dropping down the valuables or by failing to place the valuable(s) inside the locker absentmindedly etc. Hirers may, in their own interest insure any item of value deposited in safe deposit locker with the Bank.

- 16.** In his own interest the hirer(s) shall keep the key of the locker in a place of safety; the hirer(s) shall not divulge the number of the locker or the password (if any given) and also shall deliver the key to any person other than his agent with due authorization.
- 17.** During extraordinary contingencies like war, riots, floods etc. the Bank reserves the right of closing the safe deposit vault for such time as it may consider necessary.
- 18.** 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
- 19.** In the event of any unforeseen circumstances/enquiries/ notices issued by Police Department, Income Tax Department or any other competent authorities in respect of the said locker, the bank reserves the right to furnish the said information to the concerned authorities.
- 20.** The Bank also reserves the right of making changes in the opening and closing hours of the vault without any previous intimation except by exhibiting the same in the Banks Notice Board & Website of Bank.
- 21.** The hirer(s) shall immediately notify the Bank of any change in his/her address. Any notice or communication sent by the post to the last registered address of the hirer(s) shall be considered to have been duly served.
- 22.** The relationship between the Bank and the hirer(s) is that of a Lessor and Lessee and not that of a banker and customer.
- 23.** The hirer(s) agrees to abide by such rules and regulations/terms and conditions as the Bank may adopt from time to time.
- 24.** The Bank reserves the right to terminate the lease of the locker on breach or violation of any of these rules/terms by the hirer(s) on giving one months notice and also without assigning any reason.
- 25.** When at any time any of the locker units has to be shifted, the Bank would give a months' notice to the hirer(s) to vacate the lockers hired by them 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(s) 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 the shifting of the units.
- 26.** The Bank reserve the right to change one or all the rules and regulations/terms and conditions including rent during the currency of the lease period without any prior intimation and it would be sufficient for the Bank to exhibit the change in the Branch Notice Board & Website of Bank.
- 27.** 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 bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be.

- 28.** Banks shall have the discretion to break open any locker following due procedure if the rent has not been paid by the customer for three years in a row. The bank shall ensure to notify the existing locker-hirer prior to any changes in the allotment and give him/her reasonable opportunity to withdraw the articles deposited by him/her.
- 29.** In case the locker remains inoperative for more than one year, the branch shall have the right to cancel the allotment of the locker and break open the locker, even if the rent is paid regularly. Bank shall notify & call upon the hirer to either operate the locker or surrender it within a specified period, and written reply, reasons for non operation of the locker.
- 30.** Bank do not keep a record of the contents of the locker or of any articles placed therein or removed there off by the customer, they would not be under any liability to insure the contents of the locker against any risk whatsoever
- 31.** The consolidated instructions given by Reserve Bank of India in the Master Circular on customer services –UCBs, about the Safe Deposit Lockers summarized in 4 to 4.1.9 are binding on the hirer(s).
- 32.** The hirer(s) agree to abide by such rules and regulation as the Bank may from time to time adopt.

- 1. _____
- 2. _____
- 3. _____

(Hirer(s) Signature with their name in Block letters)

Affix Photograph of the Hirer

Name: _____

PUNE PEOPLES CO-OP. BANK. LTD, PUNE

Through its Bank Branch Manager/Aut. Officer/Branch Incharge

Shri/Smt. _____

(Seal of the Bank) (Signature)

Receipt of Keys and Copy of Locker Agreement

I/We acknowledge the receipt of the key of the Locker on sealed conditions. The Key number is _____ in respect of Locker No. _____

I/We further acknowledge the receipt of a copy of Locker Agreement.

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1st Hirer 2nd Hirer 3rd Hirer

Verified by _____ (Name of the custodian) Signature _____

Locker Account No.

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Safe Deposit Locker Allotment approved.

Name of BM/Authorized Signatory _____ Signature_____

Acknowledgment / Customer Copy

We thank you for banking with us and acknowledge receipt of your Locker Application Form

Customer Name (s) _____

Locker Type _____ Locker No. _____ Locker Key No. _____

Date _____

Nomination Received: - Yes No

Name of Bank Official _____

Signature of bank official _____

(With seal of Bank)

Surrender / Close Locker Application

To,

The Branch Manager

Pune People's Co-op. Bank Ltd. Pune,

Branch Name _____

Branch Address _____

Sub:- Requesting for close the Locker facility.

Ref : Locker No :- Key No:-

Dear Sir/Madam,

I have a saving account/ current account in your bank and the account No. is _____ also I am holding a safe deposit locker facility in your bank and the locker No. is _____ & Key No. is _____ I' m requesting you to close the locker facility as I don't need it anymore.

Thanking you.

Yours faithfully,