

NIDHI CO OP BANK LTD
(Multi State Scheduled Bank)

H.O.: "Nidhi House", Nr CTM Cross road ,CTM, Ahmedabad-26

SUPPLEMENTARY SAFE DEPOSIT LOCKER AGREEMENT

This Agreement for Safe Deposit Locker is made at _____ on this _____ Day of _____ Two Thousand _____. (THE "AGREEMENT")

Nidhi Co Op Bank Ltd., a Bank registered under the provisions of Multi State Co-op. Societies Act and having its Head Office at "Nidhi House", CTM Road, Ahmedabad and at _____ Branch amongst other branches (hereinafter called the "**THE BANK**" (which expression shall include its successors, administrators and assigns) on First Part

AND

Mr./Mrs./Ms./M/s. _____

_____ carrying on business under the Name and style of _____ having it address at _____ hereinafter

called the "**THE CUSTOMER**" (which expression shall include his/her/their respective legal heir(s), executor(s), administrator(s), Legal Representatives etc., and in case of partnership firm or HUF or Company his / her Legal heirs, executors, administrators, successor(s), Legal Representatives, survivor, members and assigns and its present and future partners etc.) on the Second Part.

THIS SUPPLEMENTARY LOCKER AGREEMENT IS MADE BETWEEN THE BANK AND ITS CUSTOMER

The expression "the Bank" shall include its successors, administrator and assigns and the expression "the Customer" shall include, when the Customer is:

- (a) one or more individuals, his/ her/ their heirs(s), executor(s), administrator(s) and legal representative(s);
- (b) a proprietorship firm, the proprietor and his/ her heirs(s), executor(s), administrator(s) and legal representative(s);
- (c) 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;
- (d) a Hindu Undivided Family (HUF), its members and their survivor(s), legal heir(s), executor(s), administrator(s) and legal representative(s); and
- (e) a limited company, its successors.

(The Bank and the Customer are each referred to as a "**Party**" and collectively as "**Parties**")

WHEREAS:

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

1 A. CUSTOMER’S RIGHTS

- (a) The Customer shall have, subject to terms of this agreement, a right to use the Locker for keeping belongings and expect reasonable care by the Bank for protecting such belongings and in case of the Bank’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 Bank acknowledges the Customer’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

4.1 The Bank 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).

The Earlier Agreement shall stands amended in terms hereof.

3. 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 Bank is situated or in the jurisdiction of which the Bank falls.

SCHEDULE

Place:		Date:
1. PARTIES TO THIS AGREEMENT		
1	-BANK & BRANCH	To, The Manager, NIDHI CO OP BANK LTD . _____(Branch)

1(B)	THE CUSTOMER	NAME AND ADDRESS:
		1 Name: Address: Email ID: Telephone Number: Mobile Number:
		2 Name: Address: Email ID: Telephone Number: Mobile Number:
		3 Name: Address: Email ID: Telephone Number: Mobile Number:
2	DESCRIPTION OF LOCKER	LOCKER NUMBER:
		KEY NUMBER:
3	LOCKER RENT PER YEAR	Rs. _____ (in figures) Rupees _____ _____ (in words) (As may be revised from time to time) (Payable in advance)
4	PERIOD OF LICENCE	_____ year from the date of this Agreement which at the end of such year shall stand automatically extended for a further period of _____ year every time unless terminated in terms hereof.
5	OPERATING MANDATE	
6	ANY OTHER TERM	

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

For the Customer	1	2	3
Signature			
Name			
Designation/ Capacity*			

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

NIDHI CO OP BANK LTD _____ (Branch)	
Signature:	
Name of Signatory:	
Designation:	OFFICER