



Application For Hiring of Locker

Date _____ 20

To,
 THE **Konark** URBAN CO-OP. BANK LTD.
 Ulhasnagar

Dear Sirs,

This is to put on record that you have at my/our request, agreed / to let out to me/us on hire to Bank's Locker No. _____ Type _____ for one year from the date hereof subject to the conditions given on the reverse hereof, which have been read, understood and accepted by me/us, I Me confirm and agree that rent is payable for full year Irrespective of the fact that Hiring continues for one year or part of a year. I / We agreed that this Hiring shall unless determined in accordance with the conditions endorsed at the back hereof, continue from year to year on the same conditions.

I/We agree to pay the rent for one year in advance in respect of the said locker as may be prescribed by you from time to time and rent shall not be refundable by you even in the case of earlier termination of this Agreement.

The receipt of the key of the above-mentioned locker is hereby acknowledged by me / us.

State whether
 Singly jointly, by
 either or survivor
 etc

Access to the locker shall be had by the following persons in the manner stated below :-

The Password for access
 to the locker will be _____

Yours faithfully,

Specimen Signatures

Name _____
 Address _____
 Name _____
 Address _____
 Name _____
 Address _____
 Name _____
 Address _____

(To be filled in by office)

Application No. _____ Key No. _____ issued.

Custodian

Manager

CONDITIONS

1. The hirer shall have access to the locker during such hours as shall be prescribed by the Bank from time to time for such purpose.
2. All rentals under this agreement are strictly payable in advance, and in the event of the rental remaining unpaid when due whether demand therefor is made or not, the Bank reserves the right to refuse the hirer access to the locker.
3. Duly constituted attorneys of the hirer (s) shall have the same right of access to the locker as the hirer (s) himself/themselves, provided the documents (s) appointing the attorney (s) is/are duly registered in the books of the Bank, until notice in writing of the revocations of such authority is received by the Bank.
4. The hirer shall not assign or underlet the locker or any part thereof, or use or permit it to be used for deposit of any liquid or anything of an explosive, dangerous or offensive nature or which may be a nuisance to the Bank or any of its tenants or customers, or for any other purpose than for deposit of valuable or other property, and the hirer 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.
5. In case of joint hirers, they shall jointly and severally be liable of all rent and other charges that become due under this memo.
6. All repairs necessary to be done to the locker, lock or keys shall be carried out exclusively by the workmen nominated by the Bank. In case of loss of keys, and of any repairs not arising from the ordinary and reasonable use of locker, the expense of such loss and/or repairs (including the cost of a new lock if required) must be paid for by the hirer.
7. The hirer must notify the Bank immediately in the event of the key of the locker being lost, stolen or mislaid.
8. Without prejudice to any other remedy open to the Bank against the hirer (s) in the matter, the Bank shall have a lien on the property of the hirer (s) kept in the locker for the rent and other charges due to the Bank under these presents but not paid and in the exercise of such rights the Bank shall have power with or without notice to the hirer (s) and at the risk and on account of the hirer (s) to break open the locker, take possession of any property kept therein and to sell the same or any part thereof for realisation of such rent and charges.
9. Any notice sent to the hirer by registered post directed to him at the address given in this agreement (or such other address as he may from time to time in writing instruct the Bank to substitute therefor) shall be deemed to have been duly served on hirer in the usual course. In case of joint hirer notice given to any one of them shall be deemed sufficient notice to all the joint hirers.
10. In the event of the death of one or more hirers of locker in joint names, the survivor or survivors shall be at liberty, after proving such death to the satisfaction of the Bank to inspect or remove the contents of such locker, and in the event of the death of sole hirer or that of the last survivor of joint hirers, the Bank may at its option (and on production of evidence which it may deem necessary to call for) permit any person or persons claiming to be the legal representative of the deceased, to inspect the contents of the locker. And on the registration of probate or Letters of Administration, Trustees, Executors or administrators named therein shall have power to deal with the contents of the locker and be deemed to be hirers of such locker in place of original hirer. The Bank may in appropriate cases and on such conditions as it may think fit, dispense with such probate or letters of administration.
11. The right of access to the locker shall be determined on a receiving order being made against the hirer or notice of presentation bankruptcy petition against him.
12. The locker with its key shall at or prior to noon on the day of termination of the agreement be surrendered to the Bank 'n as good a condition as reasonable use thereof will permit.
13. During extraordinary contingencies like civil commotion, riots and occurrences the Bank reserve the right of closing the Safe Deposit Vault for such time as may appear necessary to the Bank without any previous intimation.
14. The Bank shall not be liable for any loss or damage to the contents of the locker arising from any cause or event over which it is physically impossible for the Bank to have any control.
15. The Bank shall not be liable for any delay caused by the failure of the vault doors or locks to operate.
16. It is hereby expressly agreed that the relations between the Bank and the hirer is that of lessor and lessee and not that of Banker and Customer.
17. The agreement may be terminated by either party on giving to the other one month's notice in writing of such intention, and the hirer shall, in such case, deliver the keys of the locker to the Bank not later than noon on the day of termination of notice and shall also pay all arrears of rent.
18. The Bank reserve the rights to add to or amend those conditions at its discretion at any time without any notice and such additions or amendments shall be deemed to be incorporated in these presents and the hereby agrees to abide by same.