जनलक्ष्मी को-ऑप. बँक लि., नाशिक (शेड्युल्ड बँक)

केंद्र कार्यालय : "समृध्दी", गडकरी चौक, जुना आग्रारोड, नाशिक-४२२००२.

☎ ०२५३-२५७७८७२ / ७३ फॅक्स नं. ०२५३-२३११८७५

Email : info@janalaxmibank.in Website : www.janalaxmibank.in

शाखा :- -----------------------------

जा.क्र. :- दिनांक : / /

प्रति,

....

....

....

....

विषय :- नवीन लॉकर ॲग्रीमेंट करुन देणेबाबत. ..

महोदय / महोदया,

वरील विषयान्वये कळविण्यात येते की, आपले बँकेत लॉकर क्रमांक .... असा असून रिझर्व बँक ऑफ इंडिया यांचे परिपत्रकानुसार लॉकरसाठी नवीन ॲग्रीमेंट (करारनामा) करुन देणे आवश्यक आहे. त्याप्रमाणे आपण बँकेत समक्ष येऊन आपले केवायसी कागदपत्रे (आधारकार्ड / पॅनकार्ड / फोटो) देऊन नवीन करारनामा त्वरीत करुन घ्यावा हि विनंती.

कळावे,

आपला विश्वासू,

शाखाधिकारी

Covering Letter to be obtained from the Customers currently holding lockers

Place:
Date:

To:

The Manager,

________________ **Bank**

________________ **Branch**

Dear Sir/Madam,

Subject: Safe Deposit Locker- No: ______________________

1. I/We have been granted by you the subject facility 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 locker 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/ Safe Custody Article Facility provided by the banks- Revised Instructions, as 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 henceforth apply to the subject facility and 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
Signature			
Name			
Designation/ Capacity*			

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

(Customer)

Enclosure: New Agreement as above.

IN WITNESS WHERE OF, the Parties hereto have executed this Agreement.

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

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

For the Bank I Bank Name/Branch Name:
Signature :
Name of the signatory:
Designation:

JANALAXMI CO-OP. BANK LTD.

(SCHEDULED BANK)

Samruddhi, Gadkari Chowk, Old Agra Road, Nashik-2

Application for Letting of Safe Deposit Vault Locker

To,
The Manager,
Janalamxi Co-Op. Bank Ltd.
____________________Branch.

Customer ID		
Membership/Nominal Mem. No.		
Risk Catogery	High Risk	
	Medium Risk	
	Low Risk	

Dear Sir/Madam,

Subject: Requirement of SDV Locker

I/We hereby request for grant of license to use one SDV Locker of __________________ Unit for a period of 1 year commencing from____________. The date of this agreement which at the end of such one year (365 days) shall automatically extended for further period of 1 (one) year every time unless terminated in terms hereto. I/We agree to pay the locker license fee by way of rent in advance as per the rules. I/ We have noted the rules and regulations for allotment of locker license which are acceptable to me/us. I/We also accept revision in rules and regulations and locker rent as the Board of Directors of the Bank may decide from time to time in future. This will also be binding on my / our Mandate Holder, legal heirs, executors, administrators, nominee and assignees and he/she/they will abide by the same.

Details of the Applicant/s

Sr. No.	Name	Address	Mob./Phone No.	Signature
1)				
2)				
3)				
4)				

Date:_____________ Place:_____________

Receipt

I/We acknowledge receipt of Key No. _____________ Pertaining to SDV Locker No._________________

issued by ______________ Branch of Janalaxmi Co-op. Bank Ltd., on complying with eligibility norms of the Bank for letting of SDV Locker.

Date:_____________ Name & Signature of SDV Locker Holder(s):-

i) ____________________________________ Sign ____________________________

ii) ____________________________________ Sign ____________________________

iii) ____________________________________ Sign ____________________________

JANALAXMI CO-OP. BANK LTD.

(SCHEDULED BANK)

(For Office use only)

As per request of Mr./Mrs.____SDV Locker No. of unit______be allotted for a period of 1 year commencing from _________, (The date of this agreement which at the end of such one year (365 days) shall automatically extended for further period of 1 (one) year every time unless terminated in terms hereto) on payment of locker rent of ₹________in advance and on execution of agreement of letting of locker in prescribed format. The key of locker may be handed over to him/her/them and may be allowed to have access to said SDV Locker for the above specified period.

Date:_____________ Authorised official

KYC Details Submitted_______________ Identity Proof ______________ Residential Proof _______________

JANALAXMI CO-OP. BANK LTD.

(SCHEDULED BANK)

Samruddhi, Gadkari Chowk, Old Agra Road, Nashik-2

____________________ Branch.

Mandate Letter

To,

The Manager,

Janalamxi Co-Op. Bank Ltd.

____________________ Branch.

Dear Sir/Madam,

I/We have SDV Locker being its number ________________ which is occupied on leave and license/ hire basis for a period of 1 year commencing from ________________. The date of this agreement which at the end of such one year (365 days) shall automatically extended for further period of 1 (one) year every time unless terminated in terms hereto

I/ We for my/our convenience authorize Mr. / Mrs. ____ as Mandate holder to operate the said SDV Locker such as Opening, Locking, Depositing and / or Removing Articles, Valuables in the said locker, surrender the locker and other ancillary activities relating to the locker operation.

I/We hereby declare that the locker operation as stated herein above being carried by my / our aforesaid Mandate holder shall be treated as I/We personally carried the same and no liability of any nature whatsoever is with the Ban; regarding the operation of the said locker.

I / We hereby indemnify and keep indemnified the Bank against any loss, damage due to the locker operation by the said Mandate holder.

I/We have maintained a particular password regarding the operation of the said locker, which is disclosed to the Mandate holder. At the time of locker operation if my/our said Mandate holder failed to disclose the proper password or in case if the Bank officer feels unsafe for any other reason to allow the said Mandate holder, to operate the Locker the Bank may refuse the said Mandate holder, the access and operation of the said locker. In such case I/We would not hold the Bank responsible for any inconvenience caused or would cause to me/us.

The signature and KYC of the said Mandate holder's are as follows which are authenticated by me/us.

This Mandate letter shall be continued and remained in force till communicated by me/us in writing to the Bank or till the said locker is occupied by me/us.

Specimen Signature/s of Mandate holder ____________________________________

Name & Signature of SDV Locker Holder's

i) ______________________________ ______________________________

ii) ______________________________ ______________________________

Enclosed: KYC documents of Mandate holder day authenticated by locker holder

JANALAXMI CO-OP. BANK LTD.

(SCHEDULED BANK)

Samruddhi, Gadkari Chowk, Old Agra Road, Nashik-2

____________________ Branch.

To,
The Manager,
Janalamxi Co-Op. Bank Ltd.
____________________ Branch.

SAFE DEPOSIT VAULT LOCKER [to be filled when Mandate holder is appointed]

INDEX CARD

1. Name in Full	1) Mr./Mrs. ____________________ 2) Mr./Mrs. ____________________
2. Detailed Address	
3. Occupation	1) ____________ Age ________ Years 2) ____________ Age ________ Years
4. Unit of SDV Locker	
5. Number of SDV Locker	
6. PASSWORD	
7. Name and address of the Mandate holder	____________________ ____________________ ____________________
8. Occupation	____________ Age ________ Years
9. Specimen Signature of Locker holder	(1) (2)
10. Specimen Signature of the Mandate holder	____________________

Photo of Locker holder

1

2

Photo of Mandate Holder

1

Note : This Mandate is treated as part & parcel of locker agreement.

[Stamp as Agreement]

JANALAXMI CO.OP.BANK LTD., NASHIK (SCHEDULED BANK)

SAFE DEPOSIT LOCKER AGREEMENT

THIS LOCKER AGREEMENT IS MADE BETWEEN THE JANALAXMI CO-OP. BANK LTD., NASHIK,

AND

Mr./Mrs./Smt.____

AT THE PLACE________________________ AND ON THE DATE AS STATED IN THE **SCHEDULE HERETO (THE "AGREEMENT").**

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);

© 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; and

(C) The Parties have decided to enter into this Agreement to set out the understanding between them in this regard.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. LOCKER LICENCE

1.1 The Bank as a licensor hereby grants to the Customer as a licensee, the licence to use the safe deposit locker, the details of which are more particularly described in the Schedule to this Agreement (hereinafter referred to as the **"Locker"),** subject to the terms and conditions as set out under this Agreement.

1.2 The Customer hereby accepts the license granted in terms hereof for fee as specified in the Schedule by way of rent (the "Rent").

1.3 The license to use the Locker hereby granted is:

(a) Personal and for the Customer's own use and not for the use of any person other than the Customer;

(b) Non-transferable;

(c) Only for legitimate purposes such as storing of valuables like jewelry and documents but not for storing any cash or currency;

(d) Not for storing:

(i) arms, weapons, explosives, drugs and/ or any contraband material; and/or

(ii) any perishable material and/ or radioactive material and/ or any illegal substance; and/or

(iii) any material which can create any hazard or nuisance to the Bank or to any of its customers.

1.4 The Customer shall have no right or property in the Locker other than the right to access and use the Locker in accordance with the terms and conditions specified under this Agreement.

1.5 The Customer shall be allowed to operate the Locker:

(a) On a working day of the Bank during the specific time notified from time to time by the Bank for locker operation and in absence of such notification, during the business hours of the Bank. However, in the event of the Bank is not being able to operate for any reason beyond its control such as flood, riot, curfew, lockout etc., the Bank shall not have any obligation to allow operation of Locker;

(b) After the Customer entering the details of such operation in the Bank's records in the form and manner as stipulated by the Bank; and

(c) After the Customer provides identity proof, if so demanded by the Bank.

1.A. CUSTOMER 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. CUSTOMER'S UNDERTAKINGS AND OBLIGATIONS

2.1 The Customer shall:

(a) Use the Locker only for the purpose for which it is provided and in accordance!! with applicable law and regulations;

(b) Abide by rules and regulations for locker operation as the Bank may from time to time adopt;

(c) Keep the key, password or any other identification mechanism provided by the Bank for opening of the Locker in a place of safety, not share the same with any other person and not allow the same to fall into hands of any other person so as to save unauthorized use of the Locker.

(d) Operate the Locker only using the key, password or any other identification mechanism provided by the Bank and not otherwise:

(c) Not to temper with or make a copy of key or any other identification mechanism provided by the Bank for operation of the Locker:

(f) Inform the Bank forthwith in case of loss of the key, password or any other identification mechanism provided by the Bank for the operation of the Locker,

(g) Return forthwith to the Bank in case of finding the key, password or any other identification mechanism provided by the Bank for the operation of the Locker, earlier having been reported to the Bank as lost:

(h) Pay to the Bank the Rent when due and bear all costs incurred by the Bank for-

(i) Changing the lock and repairs to the Locker on the Customer's reporting of the loss of key provided by the Bank; and

(ii) Breaking open of the Locker in terms of this Agreement.

(i) Inform the Bank forthwith in case of the change of address of the Customer providing new address and contact details including phone number, email id, mobile number etc.

3. BANK'S RIGHTS

3.1 The Bank shall have a right to:

(a) Recover the Rent and any other cost incurred by the Bank in relation to the Locker to the debit of the Customer's account, in the event the same is not paid by the Customer, when due; and

(b) Refuse access to the Locker-

(i) In case the rent due on the Locker remains unpaid; and

(ii) Customer fails to provide proof of identity when demanded by the Bank, at the time of seeking access to the Locker.

3.2 Termination of License

3.2.1 The Bank shall have, in the event of the Customer's breach of or default under this Agreement and/or the Bank being of the view that the Customer is not co-operating and/or complying with the terms and conditions of this Agreement, a right to terminate this Agreement and the license granted hereunder, after issuing to the Customer a prior written notice of not less than 3 (three) months by registered post or speed post (and also by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) **("Termination Notice").**

3.2.2 Upon receipt of the Termination Notice, the Licensor shall forthwith and before the end of the notice period stipulated under the Termination Notice surrender and vacate the Locker and handover the keys, password or any other identification mechanism and documents provided by the Bank for opening of the Locker, to the Bank.

3.3 Breaking open of the Locker and dealing with its contents

3.3.1 The Bank shall have a right to break open the Locker and deal with its contents in accordance with the provisions under this Agreement, the Bank's internal policy (ies) and procedure(s) and the applicable laws and regulations, in case of any one or more of the following events-

(a) In the event Termination Notice in accordance with Clause 3.2.1 here of is served to the Customer and the Customer does not surrender and vacate the Locker after the end of the notice period stipulated under the Termination Notice:

(b) The Rent remains unpaid for 3 (three) consecutive years; and

(c) The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7 (seven) years or more; and the Customer cannot be located by the Bank.

3.3.2 Before exercising the right to break open the Locker, the Bank shall send to the Customer a notice (in addition to the Termination Notice under Clause 3.2.1 above) in writing of not less than 3 (three) months by registered post/ speed post (and also by (i) email where email id of the Customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) of the Bank's proposed action of breaking open of the Locker ("Break Open Notice").

3.3.3 Notwithstanding, anything contained under this Agreement the Bank shall take all possible efforts to contact the Customer by sending messages on mobile phone of the Customer, sending a personal messenger to the Customer's address, making phone calls on the Customer's land line/ mobile phone etc. before breaking open of the Locker.

3.3.4 In case the Termination Notice and the Breaking Open Notice as foresaid sent by the Bank is returned undelivered or the Customer is not found to be traceable despite the Bank having taken reasonable efforts including those stated under Clause 3.3.2 and 3.3.3 above, the Bank shall, before breaking open the Locker, issue a public notice of not less than 3 (three) months about the Bank's intention to break open the Locker, in minimum 2 (two) newspapers (one in English and another in local language) in the same location where the Customer resides as evidenced by the Customer's address as stated in the Agreement or as further communicated by the Customer to the Bank.

3.3.5 The breaking open of Locker would be done in the presence of a committee consisting of 2 (two) officers of the Bank and 2 (two) independent persons acting as witnesses. In the event of electronically operated Locker (including Smart Vaults), the use of Vault Administrator' password for opening of locker shall be assigned to a senior official and complete audit trail of access shall be preserved.

3.3.6 Upon breaking open of the Locker, having followed the procedure as set out above, the Bank shall prepare inventory of the contents of the Locker and get valuation of the contents done by the Bank's approved Valuer and the contents o1" the Locker shall be kept in sealed envelope along with detailed inventory inside a fireproof safe in a tamper-proof way.

3.3.7 In addition to the above, the Bank shall also record a video of the break open process together with inventory assessment and safe keep and preserve the same so as to provide evidence in case of any dispute or court case in future..

3.3.8 Furthermore, the Bank shall also ensure that the details of breaking open of locker is documented in the Bank's Core Banking System (CBS) or any other computerized system compliant with the Cyber Security Framework issued by RBI from time to time, apart from locker register.

3.3.9 Disposal of the articles of the Locker as recorded in the inventory prepared in the manner as stated in the paragraphs above, shall be done either by sale in public auction and the sale proceeds shall be applied first towards the Customer's dues to the Bank (including outstanding Rent, breaking open charges and any other dues) and balance be refunded to the Customer or held for the disposal at the order of the Customer.

3.3.10 Before sale of the contents of the Locker by conducting public auction, a notice of not less than 3 (three) months in writing by registered post/ speed post (and also by (i) email where email id of the Customer is available: and (ii) SMS and/or WhatsApp where the mobile phone number of the Customer is available) shall be issued by the Bank to the Customer about the intention of the Bank to auction the contents of the locker for recovery of the dues to the Bank. The said notice **("Auction Notice")** shall contain the date, time and place of auction and a copy of the inventory of the contents of the Locker made in terms here of.

4. THE BANK'S DISCHARGE FROM OBLIGATIONS AND LIABILITY

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),

4.2 The Bank shall not be liable for any damage/ loss of contents of the Locker arising from any act that is attributable to the fault or negligence of the Customer whatsoever.

4.3 The Bank shall be discharged of its obligations and shall not be liable for any cost, loss or liability incurred by the Customer (including for any damage and/or loss of contents of Locker) in the event the Locker is broken open and its contents dealt with in keeping with the provisions of this Agreement.

4.4 Regardless of the above, the Bank's liability on the Locker shall always be subject to limitation under the applicable law and regulation.

4.5 The contents of the Locker shall in no manner be considered insured by the Bank, and the Bank shall not have any liability to insure the contents of the locker against any risk whatsoever.

5. 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(A)	**THE BANK**	JANALAXMI CO-OP BANK LTD. A Scheduled Bank deemed to be register under the Provisions of Co-op. Societies Act 2002 & governed under the Banking Regulation Act. 1949 having its registered office at Samruddhi, Gadkari Chowk, Old Agra Road, Nashik 2 and operating in these presents through its branch as stated below
	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:** ____________

Initials

2	DESCRIPTION OF LOCKER	LOCKER NUMBER. KEY NUMBER Unit NO
3	LOCKER RENT PER YEAR	₹ (in figures): ₹ (in words): (As may be revised from time to time) (Payable in advance)
4	PERIOD OF LICENCE	1 (One) year from the date of this Agreement which at the end of such one year shall stand automatically extended for a further period of 1 (one) year every time unless terminated in terms hereof.
5	OPERATING MANDATE	
6	ANY OTHER TERM	

IN WITNESS WHERE OF, 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)

For the Janalaxmi-Go-op. Bank Ltd.,

Branch______________________

Signature: ______________________

Name of the signatory:______________________

Designation:______________________________________

Initials

JANALAXMI CO-OP. BANK LTD.

(SCHEDULED BANK)

Samruddhi, Gadkari Chowk, Old Agra Road, Nashik-2

CO-OPERATIVE BANKS (NOMINATION) RULES, 1985

FORM SL 1

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.

I________________________________ nominate the following person to whom in the event

(Name and Address)

of my /minors, death, ________________________________

(Name and Address of Branch/Office in which the locker is situated)

may give access to the locker and liberty to remove the contents of the locker, particulars whereof are given below:

LOCKER			NOMINEE			
Nature of	Distinguishing Mark or No.	Additional details, if any	Name	Address	Relationship with hirer, if any	Date of Birth and Age

Signature/Thumb-impression of hirer

Place: ____________

Date: ____________

Name(s) ________________________________

Signature (s) ________________

Address(es) of Witness(es)@** ________________________________

* Where the locker is hired solely in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor.

*Thumb impression shall be attested by two witnesses

FORM SL1-A

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 JOINT HIRER IN RESPECT OF SAFETY LOCKER.

I/We ______________________________ nominate the following person to whom in the event

(Name and Address)

in the event of the death of one or more of us, ______________________________

(Name and Address of Branch/Office in which the locker is situated)

may access to the locker and liberty to remove the contents of the locker, particulars whereof are given below jointly with the survivor or survivors of us.

LOCKER			NOMINEE(S)			
Nature of	Distinguishing Mark or No.	Additional details, if any	Name	Address	Relationship with hirer, if any	Date of Birth and Age

Signature/Thumb-impression of hirer

Place: ______________

Date: ______________

Name(s) ______________________________

Signature (s) ______________

Address(es) of Witness(es)@** ______________________________

____

____

*Thumb impression shall be attested by two witnesses