

**SUPPLEMENTARY SAFE DEPOSIT LOCKER AGREEMENT**

[To be Stamped as an Agreement]

This Supplementary Agreement (hereinafter referred to as the "Agreement") made on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_ at \_\_\_\_\_

BETWEEN

1. Mr. / Ms. \_\_\_\_\_ Adult, occupation: \_\_\_\_\_, residing at \_\_\_\_\_

And

2. Mr. / Ms. \_\_\_\_\_ Adult, occupation: \_\_\_\_\_, residing at \_\_\_\_\_

Or

Mr. / Ms. \_\_\_\_\_ Adult, occupation: \_\_\_\_\_, residing at \_\_\_\_\_ and Carrying on business at \_\_\_\_\_ as sole proprietor/proprietress under the firm name and style of Messrs \_\_\_\_\_

Or

1. Mr. / Ms. \_\_\_\_\_ Adult, occupation: \_\_\_\_\_, residing at \_\_\_\_\_

2. Mr. / Ms. \_\_\_\_\_ Adult, occupation: \_\_\_\_\_, residing at \_\_\_\_\_

3. Mr. / Ms. \_\_\_\_\_ Adult, occupation: \_\_\_\_\_, residing at \_\_\_\_\_

4. Mr. / Ms. \_\_\_\_\_ Adult, occupation: \_\_\_\_\_, residing at \_\_\_\_\_

All carrying business in partnership under Indian Partnership Act, 1932 under the firm name and style of \_\_\_\_\_ Having its Registered Office at \_\_\_\_\_

Or



\_\_\_\_\_ a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008 and having its registered office at \_\_\_\_\_

Or

\_\_\_\_\_ Limited, a company registered under the Companies Act, 1913/1956/2013, and having its registered office at \_\_\_\_\_

Or

\_\_\_\_\_ a society/ association registered under the Societies Registration Act \_\_\_\_\_ or \_\_\_\_\_ /Co-operative Societies Act \_\_\_\_\_, and having its registered office at \_\_\_\_\_

Or

Mr. /Ms. \_\_\_\_\_ adult for self and as the Karta of Hindu Undivided Family (HUF) carrying on business in the name and style of \_\_\_\_\_ at \_\_\_\_\_

Or

\_\_\_\_\_ Trust, a Trust registered under the Indian Trust Act, 1882/ Bombay Public Trust Act and having its office at \_\_\_\_\_

(\*\*\*\*Retain whichever is applicable)

(hereinafter referred to as the "Customer", which expression unless repugnant to the context or meaning thereof shall include one or more than one of Customers and his/ her/its heirs, executors, administrators, representatives, liquidators, successors and permitted assigns / present or future partners of the partnership firm and each of their respective heirs, executors administrators, representatives, successors and permitted assigns.

AND

**BANK OF MAHARASHTRA**, a Body Corporate constituted by the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Head Office at Lokmangal, 1501 Shivajinagar, Pune 411005 and a branch office at \_\_\_\_\_ hereinafter called the '**Bank**' (which expression shall include its successors and assigns)

(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 SUPPLEMENTARY 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**

Word "fire" in Clause 4.1 of the Earlier Agreement shall stand deleted and the said Clause 4.1 of the Earlier Agreement shall now read as follows:

**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).

**3. The Earlier Agreement shall stand amended in terms hereof.**

**4. 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:  |
| <b>1. PARTIED TO THIS AGREEMENT</b> |                              |  |
| 1(A)                                | <b>THE BANK</b>              | BANK OF MAHARASHTRA, a Body Corporate constituted by the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970  |
|                                     | <b>BRANCH</b>                |  |
| 1(B)                                | <b>THE CUSTOMER</b>          | <b>NAME AND ADDRESS:</b>   |
|                                     |                              | 1<br>Name:<br>Address:<br>Email ID:<br>Telephone Number:<br>Mobile Number:   |
|                                     |                              | 2<br>Name:<br>Address:<br>Email ID:<br>Telephone Number:<br>Mobile Number:   |
|                                     |                              | 3<br>Name:<br>Address:<br>Email ID:<br>Telephone Number:<br>Mobile Number:   |
| 2                                   | <b>DESCRIPTION OF LOCKER</b> | LOCKER NUMBER:   |
|                                     |                              | KEY NUMBER:  |
| 3                                   | <b>LOCKER RENT PER YEAR</b>  | Rs. (in figures): _____<br>Rupees (in words): _____<br>(As may be revised from time to time)<br>(Payable in advance)   |
| 4                                   | <b>PERIOD OF LICENCE</b>     | 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                                   | <b>OPERATING MANDATE</b>     |  |
| 6                                   | <b>ANY OTHER TERM</b>        |  |



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

| For the Customer          |   |   |   |
|---------------------------|---|---|---|
|                           | 1 | 2 | 3 |
| Signature                 |   |   |   |
| Name                      |   |   |   |
| Designation/<br>Capacity* |   |   |   |

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

Signed on behalf of  
BANK OF MAHARASHTRA

Authorized Signatory  
(Name and Designation)



