

# The Jaipur Central Co-operative Bank Ltd., Jaipur <br> Safe Deposit Department <br> Memorandum of Letting 

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(hereinafter called the Lessee) agree to the hire, subject to the conditions given overleaf, the Bank's Locker No. $\qquad$ Key No.

Class. for. $\qquad$
from this day at a rent of Rs. As Per Rules (the receipt whereof is hereby acknowledged by the Bank) payable in advance. The said Lease to continue at the same yearly/As Per Rules rent, payable in advance and subject to the same conditions from year to year until such Lease shall be determined in accordance with conditions given overleaf.

Cabinet No $\qquad$

# The Jaipur Central Co-operative Bank Ltd.y Jaipur SAFE DEPOSIT VAULTS CONDITIONS 

1. The Hirer shall access to the locker during such hours as shall be prescribed by the Bank for such purpose
2. The Bank will grant access to the locker to the hirer only and in case of joint hirers, to all of them together or to such one or more of them as they may indicate by special instructions to be given in writing by all of them from time to time and which instructions any one of them may withdraw or cancel, in which case access will only be allowed to all of the joint Hirers together. Access will also be allowed to a duly appointed Agent of a hirer or of the joint hirer provided that the authority in favour of such Agent is duly recorded in the books of the Bank. In the case of joint hirers, such authority can be revoked by any one of them at any time in which case all the hirers jointly or any of them as they may authorise in writing will be allowed access to the locker. In case of the death of a sole Hirer, his executor or administrator shall be the only person to be recognised by the bank as having right of accwss to the locker, on registration in the books of the Bank probate or Letters Administration or other legal representation, as the case may be from a competent court in India. In case of death of any one of the hirers, the survivors of survivor of them, if previously authorised by the deceased, shall be entitled to have access to the Locker; otherwise, the consent or authority of the executor or administrator of the deceased, shall be required before access can be had by the survivors or survivors of such joint Hirers.
3. The hirer agrees to save harmless and keep indemnified the Bank from and against any and all claims and demands made against the bank by reason of any act of any agent appointed by the hirer as aforesaid and the bank shall not incur any liability by virtue of its permitting such agent to have access to the said locker.
4. All the rentals are strictly payable in advance and in the event of any rental remaining unpaid when due whether demand thereof is made or not or in the event of non-observance of any of the terms and conditions there of by the hirer, the bank reserves the rights to refuse access to the locker but without prejudice to any other remedy which the Bank may have against the hirer and in case of joint hirers they shall jointly and severally be liable for payment of all rent and other charges they may become due.
5. The Hirer acknowledges having taken possession of the said locker and they key thereof and shall surrender the same to the bank in a good condition at or prior to noon of the day of termination of this agreement.
6. The hirer is warned not to disclose the number of his locker, his pass word and not to deliver the key of the locker to any person other than his duly authorised agent.
7. The hirer of the locker shall be considered as renewed after the agreed period until the locker is surrendered and the key returned to the bank but this condition is without prejudice to the rights of the Bank accrued in the meantime.
8. The Bank shall have a lien on the property of the hirer 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 right or in the event of non-observance of any of the terms and conditions hereof by the Hirer the Bank shall have power with or without notice to the hirer and at the risk and on account of the Hirer to break open the locker, to take possession of any property kept therein and to see such property or any part thereof as the Bank may consider sufficient for the realisation of such rent charges and at its discretion either to forward to the Hirer by insured Parcel Post or other reasonable means at the hirer's risk and expense the remaining contents of the locker at his last address given to the Bank or to retain and keep the balance of the said contents in such other locker or place as it may think fit, at an annual rent equal to double the amount of the rent mentioned on the other side hereof.
9. Any notice or communication sent by hand delivery or by post to the registered address of the Hirer shall be considered to have been duly served on the Hirer. In case of joint hirers, notice given to any to them shall be deemed sufficient notice to all the joint hirers. The Hirer shall notify to the Safe Deposit Department in writing of any change in his address.
10. Not with standing any thing contrary herein contained, the Bank may terminate this agreement and require the vacation and surrender of the locker and the key thereof at any time forth with upon notice being posted or sent to the hirer notwithstanding that the period hereof shall not have expired. Upon the locker being vacated and the key surrendered pursuant to such notice, the Bank will return to the hirer the proportionate hire for the unexpired period if the full hire for the period of hire is paid in advance by the Hirer.
11. The right of access to locker shall be determined on a receiving order being made against the hirers or any of them or a notice to the Bank of presentation of a bankrupcy petition against them or any of them.
12. The hirer shall not be entitled to assign, transfer or let the locker or any part thereof, and any such assignment, transfer, or underletting shall be void and the hirer shall not use the locker for deposit of any liquid or any thing of explosive, dangerous or destructive or offensive nature or which may be a nuisance to the Bank or any its tenants, or customers, or for any other purpose than for deposit of valuable article and the hirer shall on demand permit the Bank to inspect the contents of the locker for the purpose of as certaining if this condition is being complied with.
13. All repairs necessary to be done to the locker, lock or key shall be carried out exclusively by the workman nominated by the Bank. In case of any repairs not arising from the ordinary and reasonable proper use of the locker, the expense of such repairs including the cost of new lock if required shall be payable by the hirer.
14. The hirer must notify the Bank. immediately in the event of the key of the locker being lost, stolen or misled. All charges for the opening of the locker, replacing the lost key, and/or changing the lock shall be payable by the hirer.
15. During extra-ordinary contingencies like civil commotion, riots and other occurrences, the Bank reserves the right of closing the safe Deposit Vault for such time as may appear necessary to the Bank without any previous intimation.
16. The Bank shall not be liable for any loss or damage to the contents of the locker arising from any cause or event beyond the control of the Bank and for any delay caused by the failure of the vault doors or locks to operate.
17. It has been expressly agreed that the relation between the Bank and the hirer is that of lessor and lessee and not the that of Banker and customer and the State Deposit Department is a separate Department of the Bank and has no connection with the monetary dealings of customers in the other Department of the Bank.
18. The hirer agrees to abide by such rules and regulations concerning access to the locker as the Bank may from time to time adopt.
