

[Stamp as Agreement]

SUPPLEMENTARY SAFE DEPOSIT LOCKER AGREEMENT

THIS SUPPLEMENTARY SAFE DEPOSIT LOCKER AGREEMENT IS MADE BETWEEN THE BANK AND ITS CUSTOMER AT THE PLACE AND ON THE DATE AS STATED IN THE SCHEDULE HERETO (THE “SUPPLEMENTARY 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);
- (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, had 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) Accordingly, the Parties have entered into a Safe Deposit Locker 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

Word “fire” in Clause 4.1 of the Earlier Agreement shall stand deleted and the 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 stands 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.

5. MISCELLANEOUS

- i. All capitalized terms/defined terms used but not defined herein shall have the respective meanings assigned to them under the Earlier Agreement.
- ii. The Parties hereby agree that except for the terms and conditions modified/ amended by way of this Supplementary Agreement, all other terms and conditions of the Earlier Agreement, shall remain unchanged and continue to be binding between the Parties. In the event, a conflict arises between the terms set forth in the Supplementary Agreement and those set forth in the Earlier Agreement, the terms of this Supplementary Agreement shall prevail to the extent it is specifically mentioned herein.

SCHEDULE

Place:		Date:
1. PARTIES TO THIS AGREEMENT		
1(A)	THE BANK	Bandhan Bank Limited, a banking company within the meaning of the Banking Regulation Act, 1949 and incorporated under the Companies Act, 2013 having its registered office at DN – 32, Sector – V, Salt Lake, Kolkata – 700091 and corporate office at Adventz Infinity@5 at 12th, 13th & 14th Floor, BN-5, Sector-V, Salt Lake City, Kolkata-700091 (hereinafter called the “ Bank ”) 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:
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	PENAL INTEREST	_____ % p.a. (As may be revised from time to time)
5	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.
6	OPERATING MANDATE	
7	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)

For the Bank [Bank Name/ Branch Name]:
Signature:
Name of the signatory:
Designation: