

- f) Inform the Bank forthwith in case of loss of the key, password or any other identification mechanism provide 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 loss of key provided by the Bank; and
- ii) Breaking open of the Locker in terms of this Agreement
- iii) Inform the Bank forthwith in case of the change of address of the Customer providing new address and contract 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 in 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 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 the 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 hereof 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;
 - c) The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7years or more; and the customer cannot be located by the bank.
 - d) All repairs necessary to be done to the Safe Lock or Key shall be done exclusively by workmen to be nominated 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 he 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 by 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 on 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

- 3.3.8 Further more, 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 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 conduction 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 hereof.

4. The Bank's Discharge from obligations and Liability

- 4.1 The Bank shall not be liable for in any case deterioration or damage to the contents of the Locker whether caused by rain, fire, flood, earthquake, lighting, civil disturbance or communication, 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 Locker is broken open and its contents dealt with in keeping with the providence if 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 all matters rising 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.

