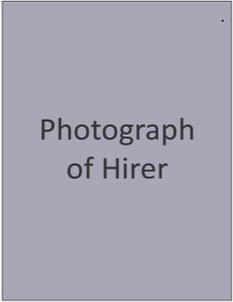


Date of allotment: ___/___/___

Branch Name		Caution Deposit Value	
Branch Code		Rent to be charged	
Branch City		Locker series and number	
A/c for Rent Recovery		Key No	
CIF		Mode of Operation	
Rack Rate		Rent Waiver%	
Term Deposit Account Number		Waiver reason	



Fincare Small Finance Bank Limited, _____ (branch name) (hereinafter called "the Bank") agrees to let on hire to _____

_____ (Name and Address of Hirer) (herein after called the Hirer), and the Hirer agrees to take on hire, subject to the Bank's rules relating thereto from time to time and the terms and conditions mentioned on the reverse hereof the Bank's **Locker No.** _____ 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, from this date at a rent of Rs. _____ (Rupees in words: _____) per year (payable in advance) unless and until determined in accordance with the terms and conditions herein mentioned. The Hirer authorizes the Bank to debit the above-mentioned account every year in advance towards recovery of Locker rent. The Hirer may thereafter continue at the discretion of the Bank for such periods and such terms and conditions and by payment of rent in advance at such

Nomination: **Yes (If Yes, please fill in the nomination details below) / If Not applicable please strike off**

Nomination Format for Sole Hirer (FORM SL1) [Vide Para 1.5.2 (i)(a)]

Nomination under section 45ZE of the Banking Regulation Act, 1949, and the Rule 4(1) of the Banking Companies (Nomination) Rules, 1985, by Sole Hirer in respect of Locker.

I _____, _____ (name and address) _____ nominate the following person to whom in the event of my 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 Locker, particulars whereof are given below.

Details of Nominee			
Name, Address and Contact No.	Relationship with Hirer, if any	Age	Nominee's date of birth (If minor)

Guardian details (if nominee is a minor)

_____ (name and address)

Name(s), Address & Signature(s) of witness(es):

@Only in case of thumb impression / vernacular declaration



Nomination: **No, I declare that I do not wish to make a nomination**

I have read and understood the terms and conditions and rules printed overleaf and agree to abide and be bound by the same. The **Key No.** _____ for **Locker No.** _____ handed over herewith, to the Hirer by the Bank, the receipt whereof is acknowledged by the Hirer. The contents of this agreement and the terms and conditions and rules printed overleaf have been read and understood by the Hirer and is in agreement of every clause mentioned overleaf and agrees to abide by and be bound by the same. The Hirer is also in possession of a copy of the agreement and terms and conditions detailed overleaf.

Name & Signature of Locker Applicant
 Date: _____ Place: _____

for Fincare Small Finance Bank Ltd (Authorised Signatory)

Terms & Conditions

1. The safe deposit vault will remain open during office hours daily except Sunday and Bank holidays. Access to the Locker may be had to the Hirer on the said days and during the time specified after the hirer entering the details of such operation in the Bank's records in the form and manner as stipulated by the Bank and after the customer provides identity proof, if so demanded by the Bank.
2. The Bank shall be at liberty to change the above timings for access to the Locker and may add such conditions as it may deem fit and shall give notice to the Hirer of the same and the Hirer shall be bound by the same. However, in the event of the Bank, 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 the locker.
3. The Hirer shall abide by all rules and regulations in respect of the means of access to the Locker and identification of the Hirer or his/her/ agent (if appointed) which may from time to time, be prescribed by the Bank. The Hirer shall inform the Bank forthwith in case of change of address, Contact details or e-mail id to receive communications from the Bank.
4. If the Hirer wants to appoint an authorised agent to operate the Locker; the Hirer should execute in favour of such an agent a power of attorney and or other documents as may be required by the Bank for the purpose and the agent will abide by the Bank's rules and regulations and conditions in respect of the same from time to time prescribed. However, the Bank shall not be held responsible at any time, nor the Bank shall incur any liability by permitting such agent access to the Locker and the Hirer shall indemnify the Bank and keep the Bank indemnified and save harmless from and against any or all claims and demands made against the Bank for the acts of such agent, in relation to the operation of the Locker. The Bank may in its discretion also refuse to allow such agent access to the Locker. On death of the locker hirer, the POA if any will cease to exist.
5. In the event of the death of the hirer the legal heirs/nominees will be entitled to operate the Locker, on such terms and conditions the Bank may decide, or surrender the Locker to the Bank by removing the contents thereof and surrendering the Key thereof to the Bank. The Bank shall not be held liable in case of claims arising from the persons other than the nominees/legal heirs. In the event the Hirer nominates any person/s under the nomination rules of the Bank to receive the contents of the Locker, the contents shall be delivered as per the nomination instructions.
6. The Hirer shall permit the Bank whenever required to have access to the Locker for examining its state and condition and to make any repair/s adjustment there to and also to ascertain that the use of the Locker is in accordance with the terms and conditions hereof. BUT the Bank shall not be deemed to have any knowledge of or be responsible for the contents thereof.
7. All rentals agreed upon are payable strictly in advance on or before the last day of the presiding period for the next ensuing period and the Bank reserves to itself the rights of refusing access to the Locker. In the event of any non-payment of the rent whether demanded or not or any enhanced rent the Bank may (but not be bound to so) debit the amount of such rent to the account of the Hirer with the Bank without any further reference to the Hirer, who hereby authorises the Bank for debiting his/her account as aforesaid whenever the rentals are due and payable to the Bank. The arrears of rent shall be at once payable to the Bank with penalty @ 10% per annum till payment in full.
8. Locker rent will attract Tax as applicable from time to time.
9. The Bank shall always be entitled to revise/enhance the rent in its absolute direction and the Hirer shall be liable to pay the same from such dates decided by the Bank.
10. The customer key pertaining to the Locker hired by him/her will be given to the Hirer. This key will always remain the property of the Bank. The master key will always be with the Bank. It is understood by the Hirer that the Locker can be opened using both the keys and not by any one of the keys singly. And the master key is not required to lock the Locker. The Hirer is permitted to operate the Locker only with the customer key and no operation of the Locker will be allowed with the key other than the customer key provided by the Bank.
11. If the Customer key is lost by the Hirer, he/she should notify the loss of the key to the Bank in writing without any delay and a new key may be issued to the Hirer on the Hirer's written request against giving an indemnity. The hirer to be present in the locker branch for the Break Open process. All charge for opening/breaking open the Locker, replacing the lost key, and for changing the lock shall be payable by the Hirer. All repairs required to be done to the Locker, lock, or the key, shall be done exclusively by the workmen appointed by the Bank. If the lost key is found, the same to be handed over to the Bank immediately.
12. The Hirer is cautioned to keep the customer key of his/her Locker in a place of safety and not divulge the number of his/her Locker and/or their password (if any given) to any other person and also not to deliver the customer key to any person other than his/her/their duly authorised agent (if appointed). The Hirer shall acknowledge the receipt of the customer key and surrender the same to the Bank upon, termination of this Agreement.
13. All the Hirers are mandatorily required to be present in the Locker branch to surrender the locker.
14. The hirer shall have no right of property in locker but only an exclusive right of user thereof and access thereto during the continuance of this agreement and in accordance with the terms and conditions hereof. The Hirer shall not assign, transfer or sublet the locker or any part of it, nor permit it to be used for any purpose other than for the deposit of documents, jewellery or other valuables and shall not use the same for storing any cash or currency or deposit of any property of any explosive /destructive/ offensive nature or drugs or contraband material /radioactive material/illegal substance or material of a type which in the opinion of the Bank, be or become a nuisance. The hirer shall indemnify the Bank against any demand, claim, loss, damages cost, and expenses made against, sustained or incurred by the Bank by reason of the use of the locker by the Hirer/s in contravention of this provision. The Hirer shall whenever required by the Bank permit it to inspect the contents of the locker for ascertaining that above condition is fulfilled.
15. Without prejudice to any other remedies, which the Bank may have against the Hirer, all rights of the Hirer to the use of the locker, at the sole option of the Bank, be forfeited upon non-payment of the rental for three consecutive years whether demanded or not and any other charges due and payable, or upon breach of any of the conditions hereof by the Hirer or locker being inoperative for 7years or more and the hirer is not locatable, the Bank shall be at liberty after issuing to the hirer prior written notice of not less than three months by registered post to the last known address of the Hirer/s and also by issuing the break open notice through e-mail, WhatsApp, SMS to break open the locker.
16. The Bank shall take all possible efforts to contact the customer through all possible modes before breaking open the locker. If the notice sent to Hirer returns undelivered or Hirer is not traceable, despite the Bank having taken reasonable efforts under clause 15, the bank shall before breaking open the locker, issue a public notice of not less than three months about the Bank's intention to break open the locker in two new papers (English & local) in the place where the Hirer resides as evidenced by the Hirer's address as stated in the agreement or as further communicated by the customer to the Bank.
17. 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 and complete audit trail of access shall be preserved.
18. 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 of the Locker shall be kept in sealed envelope along with detailed inventory inside a fireproof safe in a tamper-proof way. The Bank shall record a video of the break open process together with the inventory assessment and safe keep and preserve the same, so as to provide evidence in case of any dispute or court case in future.
19. Before the sale of or any contents, an "Auction Notice" not less than three months will be sent to the hirer's last known address by registered post/speed post and also by e-mail, SMS and WhatsApp, disposal of articles by way of public auction or private treaty shall be done and recover its dues towards arrears of rent or other charges, expenses in relation to the above, out of the sale proceeds and thereafter if any surplus is available or if any contents are remaining, the Bank may forward to the hirer/s at their registered address such contents by parcel or other responsible means or such surplus by demand draft at his/her risk and responsibility or may retain and keep the same in such locker or place with such rental payable or account without any interest payable thereon as the Bank may deem fit.
20. Either party may terminate this agreement on giving to the other three months prior written notice prior to the date on which the agreed period of hiring terminates, of such intention to terminate this agreement and the Hirer shall surrender the customer key of the Locker to the Bank on or before the day of expiry, of the notice
21. For reasons of grave or urgent necessity, the Bank reserves the right of closing the vault for such period as it may consider necessary and refuse access to the Locker without any previous intimation to the Hirer and or call upon the Hirer to immediately withdraw the contents of their Locker and the Hirer will be responsible for all consequences that may arise due to non-compliance of this provision.
22. The Bank shall also not be liable for any damage or loss resulting or arising from any delay caused by failure of the vault doors or locks to operate the Locker.
23. The Bank shall have absolute discretion to break open the Locker/take inventory and/ or give possession of the Locker and the contents thereof to any person/s in the exercise of the orders of the court of law or of powers vested in them by any statute and in such an event the Bank shall not be liable for any loss or damage for the contents of the Locker.
24. Any change in the address of the Hirer should be notified to the Bank in writing by the Hirer without any delay and any notice of communication sent by the Bank by post to the registered office of Hirer as recorded in the books of the Bank shall be considered to have been duly served.
25. During the continuance of this Agreement, the Bank shall not be responsible or liable for any loss or deterioration of or damage to the contents of the Locker whether caused by rain, fire, flood, earthquake, lightning, civil commotion, war, riot, terrorist attack or any other cause/s not in the control of the Bank and shall also not be liable or responsible for any loss, sustained by the Hirer by leaving any articles outside the Locker.
26. 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/negligence of the hirer whatsoever.
27. The Bank shall be discharged of its obligations and shall not be liable for any cost, loss or liability incurred by the hirer (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 the provisions of this agreement. Regardless of the above, the Bank's liability on the locker shall always be subject to limitation under the applicable law and regulation.
28. It is clearly understood that the relationship between the Bank and the Hirer shall be that of the licensor and licensee and NOT that of a Banker and Customer.
29. All property in the Locker is received and held by the Bank subject to a general lien for all monies due from the Hirer hereunder to the Bank with power to sell such property or part thereof in satisfaction of all the monies due but not paid.
30. 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.
31. The Hirer agrees to abide by such rules and regulations as the Bank may from time to time prescribe and adopt for the hire of the Locker by the Hirer.
32. The Hirer shall indemnify the Bank and keep the Bank indemnified and save harmless at all times from all and any loss, damages, costs, expenses, actions, proceedings that may be incurred/suffered or made/taken by against the Bank by reasons of any breach of any terms and conditions hereof by the Hirer.
33. 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.
34. The Bank at the time of allotment of the Locker shall obtain 3 years annual rent and break open charges as fixed deposit towards the payment of locker rent from the hirer/s. The Bank shall have the right to lien and set off on the said deposit in case of non-payment of the locker rentals by the Hirer. This also includes break open of locker and recovery of miscellaneous charges associated with break open that may arise due to non-payment of locker rentals. For acceptance, please tick the box and sign.
35. We confirm that we have received a copy of this agreement.

Signature of Locker Applicant

FOR OFFICE USE ONLY

Pro-rata rent recovered (Rs.)	Received on:	Authorised & Verified by:	Locker Number:	Signature(s) Verified (Initials):	Name, Signature & Emp. Code of Locker Custodian	Name, Signature & Emp. Code of Branch Manager/Backup