

F - 28

APPLICATION FOR RENTING SAFE DEPOSIT LOCKER

•	صول سيف ڙيپاز ره	درخواست برائے	
جناب میجر The Manager,			
جناب میجر The Bank of Punjab, سآف پنجاب	دی بینا	Date	تاریخ —
جناب عالی Dear Sir.		بہت بڑا بڑا درمیانہ چھوٹا	
I/we request you to allot to me/us a lock			
ا الله الله الله الله الله الله الله ال	 payable on a بیشکی واجبالا داہے۔	ڈرسال یالاکر کے اجراء <mark>کے مہینے کے مطابق متناسب بنیا دوں پر ہ</mark>	سيف ately, ايك كيان
depending upon the calendar month l پ ب میں اہم نے مکمل طور پر پڑھاور سمجھ کی ہیں۔ The conditions on which you have, acc	فارم کی پشت پر درج م	کط پرآپ نے میری/ ہماری درخواست منظور کی ہےا درجواس	^ج ن شرا erse,
have been thoroughly read and understood	by me/us and	will be duly abided. My/our signatures	and
C/SNIC number(s) are as follows:		ا ہمارے شناختی کارڈنمبر و دستخط پنچ ثبت ہیں۔	میرے
Name_	_ \rightarrow \text{t}	Signature	دستخط
C/SNIC #	شناختی کارڈنمبر –		
Name	نام	Signature	دستخط —
C/SNIC#	شناختی کار ڈنمبر –		_ ,
Name		Signature	سنثث
C/SNIC #			رستخط —
انفرادی یامشتر که استعال کیلئے مخصوص ہدایات درج ذیل ہیں Special instructions to operate the Locker singly or jointly	لاكر	ر هوا	~
Full Address : کمل پیټ		پ کا محاص Yours tru	ily,
Res./office Telephone No	ادفتر ٹیلی فون نمبر —	Mobile No	موبائل نمبر
For Bank	لئے s use''	بنک کے استعمال کے _	
ال نمبر Serial No		Date	تاریخ —
Locker Noرنمبر		Key No.	
تهنبر Customer's A/c No.	صارف کا کھا	Authorized officer	آفیسرمجاز _
Acknowledgement رسیدوصولی I/we hereby confirm having received the	•		
Signature(s)	- الله ع الله على الله على ال	کر کی حیابی کی وصولی کی توثی <i>ق کرتا اکر</i> تی ہوں <i>اکر</i> یے	میں/ہم مذکورہ بالالاً

TERMS AND CONDITIONS FOR OPERATION OF SAFE DEPOSIT LOCKER(S) LICENSE BY THE BANK OF PUNJAB ("BANK") TO THE LICENSEE

1. It is hereby agreed that the relationship between the parties here to shall be strictly that of a Licensor and licensee.

I. <u>Licensing</u>

2.

The Lockers shall be licensed for use up to December end of the current year, renewable on calendar year basis thereafter.

The license shall be deemed to have renewed for subsequent calendar year, upon payment of annual license fee and other charges being charged by the Bank at that time.

II. License Fee (Rent) and Security Deposit

i. Rent

Rent will be charged up to December 31 of the locker issuing year, on proportionate basis, and then annually on renewal(s).

ii. Security Deposit

Applicable Security Deposit will be received in full at the time of locker renting

For the purpose of calculating rent on proportionate basis, broken days of locker renting month will be treated as one whole month.

All fee and charges shall be payable by the licensee(s) in advance and shall be non-refundable. In the event of non - payment of the said fees and charges, the Bank shall have the right to bar the access of the licensee(s) to the locker(s). The licensee(s) shall be liable for all the accrued and accruing fees and charges, etc. until the locker(s) is surrendered to the Bank.

- 3. The licensee(s) shall, during the subsistence of this agreement, have no right over the property of the locker(s) itself, except the right to use and have access to the locker(s) for deposit of only such items that are permissible to be so deposited as provided hereunder.
- 4. The licensee(s) shall not use the locker(s) for deposit of any liquid, perishable items, cash/untitled cash equivalents, chemicals, dangerous explosive and contraband items or any item which would be unlawful for the Licensee(s) to possess or store. The Bank reserves the right to require the licensee(s) to allow inspection of the contents of the locker(s) in case it believes that the aforesaid items have been deposited in the locker(s) by the licensee(s). In case of refusal by the licensee to accede to the said request, the Bank shall have the right to break-open the locker(s) and terminate his/her license at the risk and cost of the licensee(s).
- 5. The licensee(s) must at all times, prior to the termination of this license, maintain an account with the Bank at the branch where the locker(s) facility has been availed and the Bank shall have the right to debit the same with the sum due towards the operation of the locker(s) in the form of annual fee and other leviable charges. If at any time the funds lying in the said account are insufficient to cover the annual fee and other leviable charges, the Bank will deny the licensee(s) access to the locker(s) until sufficient funds are placed in the said account so as to cover the aforesaid fees and charges. Notwithstanding anything contained herein, the licensee(s) understands and agrees that the Bank has the right to debit any account(s) of the licensee(s) maintained at any of its branches with any sum due towards the said fees and charges.
- 6. The licensee(s) understands that the locker(s) is being hired by him at his own risk and responsibility, The Bank assumes no responsibility or liability on any count whatsoever, for any loss or damage to the contents of the locker(s) by any theft, pilferage, public unrest, riots, dacoity, armed-hold up, fire, war, civil commotions, force, floods, earthquake or other acts of God any acts beyond the control of the Bank except the insurance cover that the licensor(s) has already obtained for different sizes of locker and made available by the Bank as provided hereinafter.

7. The licensee(s) may avail the insurance policy arranged for by the Bank covering loss due to any damage, destruction or loss by fire, burglary and housebreaking of any securities, certificates, bill of exchange, jewellery or any other property or article of intrinsic value, up to the following reimbursement limits:

LOCKER SIZE	MAX. CLAIM PER LOCKER
Small	Rs. 250,000/-
Medium	Rs. 500,000/-
Large	Rs. 750,000/-
Extra Large	Rs. 1000,000/-

Notwithstanding anything s	tated in this clause, an insurance claim shall only be entertained if evidence
of ownership and proof of l	oss sustained is produced by the licensee(s) to the satisfaction of the Bank
and subject to a maximum re	eimbursement of Rs
per incident and	aggregate per year for the size of locker as mentioned herein above. The
said insurance facility shall	only be available for locker(s) whose annual rent and other charges are paid
on time. The licensee(s) sha	all be at liberty to get his locker(s) insured for higher values as per his own
arrangement.	

- 8. The Licensee(s) shall have access to the locker(s) during the Bank's business hours and in accordance with such regulations as shall from time to time be laid down by the Bank. The Bank reserves the right of refusing access to the locker(s) without notice to the licensee(s), for any reason beyond the reasonable control of the Bank, mechanical failure, temporary closure of the Bank's operations, strike, lock-outs, fire, storms, public unrest, riots, floods, earthquake or any other act of God, and in cases of grave and urgent necessity or for any other reasons which makes the operation of the locker(s) unsafe or inexpedient. The Licensee hereby agrees that he will not hold the Bank responsible or liable for any loss or damage occasioned to him due to such inaccessibility. The licensee(s) agrees that in such situations the Bank may keep the locker(s) closed for such a period as it deems necessary and expedient.
- 9. The Bank has the right to refuse access to the locker(s) if the Bank has any doubts as to the identity of the person seeking access to operate the locker(s).
- 10. Where a locker(s) can be operated by more than one licensee with instructions as to its operation, whether "jointly" or "either to operate", any of the licensees may, in writing request for stopping the operations of the said locker(s) that may be withdrawn only by the person giving the same and shall be in writing.
- 11. Where a locker(s) can be operated by more than one licensee(s) with instructions as to its operation, whether "jointly" or "either to operate", and the licensor came to know of a dispute between the licensees as to the operation of that locker(s), the operation of the said locker(s) shall be suspended, until the licensees appear in person before the licensor and give a written undertaking that there is no dispute between the licensees regarding the operation of that locker(s) and may give fresh instructions regarding the operation of the same. In case the licensees fail to appear in person and give an undertaking as stipulated herein, the operation of that locker(s) shall only be resumed in accordance with and order of a court of competent jurisdiction.
- 12. Where a locker(s) can only be operated singly by a licensee, the license shall terminate upon his/her death or insolvency. In case of death of such a licensee, his/her legal heirs shall be required to produce a judgment of decree relating to declaratory suit from the honorable court having competent jurisdiction with specific permission to operate the locker. In case of minor, in addition to above, certificate from the court of guardian shall be required.

- 13. Where a locker(s) can be operated by more than one licensees with instructions as to its operation, whether "jointly" or "either to operate", in case of death of one of the licensees, the Bank may at its sole discretion require the surviving licensee to obtain a certificate of succession or any other appropriate order of a competent court of law that allows them access to the locker(s) and its contents or otherwise dealing with matters pertaining to the locker.
- 14. The licensee(s) shall not assign or sub-let the locker(s) or any part thereof or otherwise permit anybody else to use it or have access to it under any circumstances whatsoever.
- 15. The Bank shall provide only one key to operate a locker, irrespective of licensees authorized to operate the same. The licensee(s) agrees that he/she shall safeguard the key(s), number(s) and password(s) to the locker(s) and shall not delicuer or divulge them to any unauthorized person and shall ensure locking his/her locker after use. The Bank shall not be liable to the licensee(s) for any loss occasioned to by his/her omission to do as aforesaid. In case the key of the locker(s) is lost, destroyed, damaged or worn out, the licensee(s) shall notify the bank immediately and any expenses of breaking open the locker(s) or replacing the key or any other expense relating thereto, shall be borne by the licensee(s).
- 16. All repairs to be done to the locker(s) shall be exclusively by persons appointed by the Bank.
- 17. The licensee(s) agrees and understands that the Bank is authorized to make disclosures regarding the locker(s) or its contents to any competent authority or pursuant to any court order, law or regulation in force, at its sole discretion. The licensee(s) agrees that the Bank shall not be liable to the licensee(s) for any loss occasioned to him/her by such a disclosure.
- 18. In the event of non-payment of fees by the licensee(s) relating to the usage of the locker(s) or non-observance of any other conditions set out herein, the licensee(s) understands and agrees that the Bank may exercise a general lien on the contents of the locker(s) and shall be entitled to sell, dispose off or deal in any manner with such contents or any part thereof for the purpose of recovering any fees, charges, expenses, claims, fines, penalties or demands, without any need by the Bank to initiate legal proceedings against the licensee(s) and the Bank shall:-
- (a) In case the annual fee or any charges leviable by the bank and pertaining to the locker(s) have not been paid by the licensee(s) for thirty (30) days, the licensee(s) will be denied access to the locker(s), until he/she pays the overdue annual fee and the leviable charges to the Bank.
- (b) In case the annual fee or any charges aforesaid have not been paid by the licensee(s) for one hundred and eighty (180) days, the Bank will break open locker(s), prepare an inventory of its contents and transfer the same to the branch safe custody duly entered in Branch safe in safe out register. The licensee(s) understands and agrees that access to an inventory of contents of the locker, prepared and signed jointly by two officers of the Bank and Bank's counsel, shall only be allowed after he/she has paid the due annual fee and leviable charges including safe keeping charges.
- (c) The Bank shall hold the contents of the lockers(s) in the branch safe for not more than three (3) month, after break opening, after which the contents of the locker(s) or any part thereof may be disposed off by the Bank in any manner it deems fit for the purpose of recovering any fees, charges, expenses, claims, fines penalties, demands without resorting to initiation of legal proceeding against the licensee(s). The Bank hereby also retains its rights to proceed accordingly through a court of law.
- 19. The licensee(s) shall abide by all the amendments, additions and deletions in these terms and conditions that the Bank may adopt from time to time. If the licensee(s) fails to observe any of the said amendments, additions and deletion, the Bank reserves the right to deny the licensee(s) access and usage of the locker(s).

- 20. The Bank reserves the right to shift the location or close the operations of its branch where the locker(s) is situated and shift the location of the locker(s) to another branch. In such an event the Bank may by giving a thirty (30) days prior notice, in writing, requiring the licensee(s) to either surrender the use of the locker and remove its contents or operate the same at the new place of business of the Bank. In case the licensee(s) fails to comply with the said notice, the Bank shall be authorized to break open the locker(s) and remove its contents at the risk and responsibility of the licensee(s) and the terms of clause 18 shall, as far as applicable, apply mutatis mutandis (as it is) hereto.
- 21. The licensee(s) hereby agrees, undertakes and bind to the Bank that he/she shall at all times indemnify and keep harmless the Bank from all claims, fines, penalties, demands and all actions and proceedings which may at any time originate or be caused against the Bank by any person or regulatory authority, arising due to nonconformity by the licensee(s), with any of the clauses contained hereunder.
- 22. This license can be terminated by either party on giving to the other party seven days notice in writing of its intention to terminate the said license. In case of termination of the license, the licensee(s) will be bound to immediately deliver the keys and vacant possession of the locker(s) to the Bank.
- 23. The licensee(s) shall immediately notify the Bank about any change in his/her address, in writing. Notice or communication, sent by post, by the Bank to the last known address of the licensee(s) shall be considered to have been duly and properly served on the licensee(s).
- 24. I/We confirm that I/We have read, understood and agree with the terms and conditions governing the safe deposit lockers of the Bank, a copy of which has been provided to me/us along with the locker opening form.

Signature of Licensee(s):	 	
Name :	 	
Account No :		