

[Stamp as Agreement]

**SUPPLEMENTARY SAFE DEPOSIT LOCKER AGREEMENT**

**THIS SUPPLEMENTARY LOCKER AGREEMENT IS MADE BETWEEN THE BANK AND ITS CUSTOMER AT THE PLACE AND ON THE DATE AS STATED IN THE SCHEDULE HERETO (THE "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, has 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) The Parties have entered into 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 SUPPLEMENTARY 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.

**1 B. THE BANK'S DISCHARGE FROM OBLIGATIONS AND LIABILITY**

"Banks shall take all steps for the safety and security of the premises in which the safe deposit vaults are housed. It has the responsibility to ensure that incidents like fire, theft/ burglary/ robbery, dacoity, building collapse do not occur in the bank's premises due to its own shortcomings, negligence and by any act of omission/commission, in instances where loss of contents of locker are due to incidents mentioned above or attributable to fraud committed by its employee(s), the banks' liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker."

**2. CHANGE TO THE CLAUSE 5.a IN THE EARLIER AGREEMENT**

Word "fire" in Clause 5.a of the Earlier Agreement shall stand deleted and the said Clause 5.a of the Earlier Agreement shall now read as follows:

5.a The Bank shall not be responsible for any case or deterioration or damage to the contents of the Locker whether caused by rain, flood, earthquake, lightning, civil 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 or its Branch office is situated or in the jurisdiction of which the Bank falls.

<b>Place:</b>		<b>Locker number:</b>		<b>Date:</b>	
<b>PARTIED TO THIS AGREEMENT</b>					
		<b>HDFC BANK LIMITED</b> , a banking company duly constituted and registered under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel West, Mumbai 400 013 and branch at _____ (hereinafter referred to as the " <b>Bank</b> " which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and assigns).			
<b>1</b>		<b>THE BANK</b>			
		<b>BRANCH NAME &amp; CODE</b>			
<b>2</b>		<b>THE CUSTOMER</b>	<b>1</b>	<b>2</b>	<b>3</b>
		<b>Name</b>			
		<b>Customer id</b>			
		<b>Customer Address</b>	As per Bank Records	As per Bank Records	As per Bank Records
		<b>Signature</b>			

**SCHEDULE**

<b>For the Bank [Bank Name/ Branch Name]:</b>
<b>Name, Signature &amp; Emp code of Branch Manager / Backup:</b>