



THE CHENNAI METROPOLITAN CO - OPERATIVE HOUSING SOCIETY LTD.,

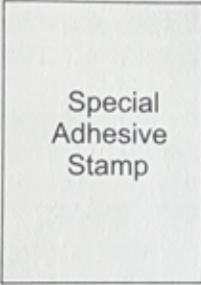
New No.50, Ritherdon Road, Vepery, Chennai - 600 007. Phone No. 2532 1795, 25323366, 2532 5494, 2642 0540

SAFE DEPOSIT LOCKER AGREEMENT - CUM -TERMS AND CONDITIONS

Locker No.	:
CLASS / SIZE / TYPE	:
Key No.	:
FOLIO No.	:

PLACE :

DATE :



Special Adhesive Stamp

THE CHENNAI METROPOLITAN CO - OPERATIVE HOUSING SOCIETY LTD., NO :900
New No.50, Ritherdon Road, Vepery, Chennai - 600 007. Represented by the Manager / Secretary
and

1)Thiru. / Tmt. / SelviMember No.residing at.....
.....
(in the case of minor, date of birth :represented by father / mother / guardian
Thiru. / Tmt.....)

2)Thiru. / Tmt. / Selviresiding at.....
.....

3)Thiru. / Tmt. / Selviresiding at.....
.....

hereinafter called the "the hirer(s)" which term wherever the context so requires or admits shall include his / her / their, legal representatives, executors, administrators and assigns, agree/s to hire, subject to the society's rules relating thereto and terms and conditions here in specified, the society safe deposit locker No of typeat a rent payable in advance of Rs per annum (on calendar year basis)or at the rate determined by the society from time to time.The hirer(s) agree(s) that the society is entitled at its discretion to enhance the rental at any time without notice and consent of the hirer(s).

***Application where the hirer is a minor : @**

Thiru. / Tmt..... who is executing this agreement as guardian on behalf of minor Selvan / Selviwho is the hirer, agrees and understands that the locker should be used for the benefit of the said minor.The above said guardian further agrees that he/she shall be liable and answerable to the said minor in his/her personal capacity and the society shall not be responsible for anything that may result on account of his / her operating the locker.

***Applicable for joint hirers only : @**

Access to the said locker shall during the lives of the joint Hirers or the Survivors them be had by all the Hirers or the Survivors of them jointly/any one or more of the hirers, untill the society receives a notice to the contrary from either / any one of the hirers in which event access shall be had by the hirers or the survivors of them jointly. On the death of the hirers save one all the rights of the hirers hereunder shall vest in such survivors and upon his death vest in his legal representative(s)

Operational instructions for locker hired in joint names @@

The hirer(s) has / have this day paid Rs..... being the rent for the period from this day upto the end of the calender year..... The said hire is to be continued untill otherwise intimated by payment of rent in advance (i.e. before 31st December) on calender year basis periodically at the rate determined by the society from time to time and in accordance with the society rules and terms and conditions in force from time to time.

Signature(s) Hirers

(1)

(2)

(3)

The contents of this agreement and the rules of business and terms and conditions have been read by / over and explained to the hirer(s) and hirer(s) has / have understood the same and signify his / her / their consent to abide by the same and hirer(s) agree(s) that he / she / they shall be bound by the same.

In witness whereof the hirer(s) and the society have here unto affixed their hands on the date mentioned above :

	Name of Hirer(s)	Signature @
1.)
2.)
3.)

For THE CHENNAI METROPOLITAN CO - OP HOUSING SOCIETY LTD.,

Manager / Secretary

* Strike out whichever is not applicable

@ Where a locker is hired to a minor singly / jointly along with the guardian, the guardian should sign for andon behalf of the minor / for and on behalf of minor and for self respectively.

@@ For joint hirers, Operational conditions should be only one of the following :
 I) by all ii) by any two / three of them iii) by E or S iv) by Any One

TERMS AND CONDITIONS

- 1) A locker can be hired by a person in his own name or in the joint names of himself with others.
- 2) The relationships between the Society and the hirer shall be that of **Leasor - Leasee** and not that of Society and Customer.
- 3) The hirer will be given the key pertaining to the locker hired by him. The master key will be with the Society. Locker can be opened by the use of both the keys and not by any of them singly. The hirer shall not use any other key than the one supplied by the Society for operating the locker.
- 4) The hirer shall keep the key of his locker in a place of safety. The hirer shall not divulge the number of the locker and the password and shall not deliver his key to any person other than his duly authorised agent. He shall surrender the key to the Society on termination of the agreement.
- 5) In case of loss of key, the Society should be notified without delay and the Society shall not be responsible for any mistake. All charges for breaking open the locker and for changing the lock (with new key) shall be payable by the Hirer(s). All repairs or other works shall be done only by the worker engaged by the Society. In the case of any repair not arising from the ordinary and reasonable use of the locker, the expense of such repair must be paid by the hirer(s).
- 6) The Society shall not be responsible for any loss or damage to the content of the locker arising from any cause whatsoever. The Society is not bound to take out Insurance of the content of the lockers. The hirer may, if he so desires, insure the contents of the locker at his cost. The Society shall not also be liable for any delay caused, any failure of the vault doors or lockers to operate.
- 7) The Hirer shall notify of the Society any Change of his Address. Any notice or Communication sent by the Society by post to his last address as recorded in the books of the Society shall be considered to have been duly served. In case of joint Licensee, notice given to any one of them shall be deemed sufficient notice to all the joint Licensee.

Signature(s) Hirers

(1)

(2)

(3)

- 8) The hirer(s) shall not keep in the locker any article prohibited by law or any inflammable article, explosive or articles of destructive nature and the hirer(s). Shall on demand permit the Society, to inspect the contents of the locker for the purpose of ascertaining if this condition is being complied with. A hirer who commits a breach on this condition will be held liable for all losses or damages which the society might thereby incur.
- 9) Access to the locker may be had on all working days, during the time specified by the society from time to time. The Society also reserves the right to change the time so specified with out any previous intimation. However, during the extra - ordinary contingencies like civil commotion, riots, strikes, shifting, of locker units from one premises / floor to another premises / floor etc., the society reserves the right to refuse access to the locker or close the service. for certain days or alter the timing as may appear necessary with out any previous notice.
- 10) Access to the said locker shall be had by the hirer(s). In the case of joint hirers, having access to the locker to either / any of the hirers, access instructions may be cancelled by any one, in which case access will only be permitted to all of them together.
- 11) Access may also be allowed to duly authorised agent of hirer or of joined hirers provided that authority in favour of such agent is duly recorded in the books of the Society. The authority should be signed by all the hirers. Such authority may be cancelled by the hirer or any one of the joined hirers at any time, by giving intimation in writing to the society. The hirer(s) agree(s) to indemnify and keep the Society harmless from and against any and all claims and demands made against the Society by reason of any agent appointed by hirer(s) as aforesaid and the Society shall not incur any liability by virtue of his / her permitting such agent's access to the said locker. The Society shall not also be liable for the act of an agent the termination of whose agency by any reason whatsoever has not been brought to the notice of the Society.
- 12) All rentals are payable in advance. The Society reserves the right to refuse access to the locker as long as the rental is not being paid, whether demanded or not.
- 13) Annual rent shall be paid in advance, i.e. before 31st December for the ensuing Calender year and in any case before 7th January of that calender year. If hirer(s) fail to pay the rent before the date mentioned above, he shall pay interest on the rent amount due at 14% or at rates fixed by the Society in this regard from time to time, from 1st January of that Calender year till date of payment of the rent amount with a minimum of Rs. 50/-
- 14) The Society shall be at liberty to enhance the rent of the locker at its absolute discretion at any time without notice and consent of hirer(s) and the hirers shall be liable to pay at such enhanced, rates of rent and from such dates as determined as specified by the society from time to time. The Society will notify such enhancement in rent and its date of effect on its notice board and such notification shall be deemed as sufficient notice to the hirer(s) and the hirer(s) agree(s) that such enhancement in rent is binding on him/her/them with effect from the date so notified by the Society.
- 15) In the event of non - payment of rent or any enhanced rent in respect of lockers the Society may debit the amount of such rent to any account of the hirer(s) with the Society without further reference to the hirer(s). The arrears of rent shall attract interest at rates fixed by the Society from time to time. Where the Society incurs any expense by the way of postal or other charges to advertisement of otherwise in connection with the locker hire such expense incurred by the Society, shall be payable by the hirer(s) in addition to interest. In case of joint hirers, they shall jointly and severally be liable for payment of all rent and other charges that became due.
- 16) Without prejudice to any of the remedies, the Society may have against the hirer(s), all rights to the use of the locker shall, at the option of the Society, be forfeited upon non - payment of rental and / or upon breach of any of the conditions mentioned herein by the hirer(s). The Society shall also be at liberty to break open the locker, without being liable for any loss or damage caused to the contents thereby, sell the contents thereby, sell the Content thereof by public auction or private sale and recover arrears of rent and / or charges, expense of breaking open the locker, out of the sale proceeds of the said contents. The inventory of the Contents prepared by the Society at the time of such breaking open the locker shall be Conclusive and binding on the hirer. On realisation of the arrears etc., as above, if any surplus is available, the Society may, at its discretion, either forward (by insured post parcel or other reasonable means and at hirer's risk) the surplus contents of the locker to the hirer(s) at the last address given by him or remove the contents, retain and keep the same, including articles remaining, if any, in such other locker, safe or any place as the Society may think fit, at hirer's risk and responsibility. In case the contents other than case are held with the Society, the rent payable for the same shall be twice the normal rent of the locker from which the articles were removed.

Signature(s) Hirers

(1)

(2)

(3)

- 17) Key deposit amount as Specified by the Society from time to time shall be paid at the time of hiring / renewal of hiring, which is refundable, when the locker is vacated and the key of the locker shall be returned in good condition and there shall be no arrears of rent or charges due by the hirer(s).
- 18) The hirer shall not assign, transfer or sublet the locker or any part thereof. All properties received and held by the Society or subjects to a general lien for all monies due from the hirer(s), with power to sell such property or part thereof in satisfaction of monies due but not paid.
- 19) The Society shall have lien or charge on the property of the hirer(s) kept in the locker for the rent and other charges due to the Society but not paid, and in the exercise of such right shall have power of selling such property or any part thereof for realisation of such rent and other charges.
- 20) Either party can terminate this agreement at any time, giving to the other two weeks notice, in writing. In the case of joint hirers, where the operational condition is several, the notice of termination and surrender of key by one or more of them shall be construed to have been made under the express authorisation of the others. In such cases the hirer(s) shall surrender the locker with its key during working hours of locker on the day of termination in as good as condition as reasonable use thereof will permit.
- 21) The hirer(s) agree(s) to abide by such rules and regulation as the Society may notify from time to time which are subject to change without any prior notice. Such changes will be notified by the Society on its notice board, which the hirer(s) agree(s) to be binding on him / them.
- 22) When at any time, any of the locker units has to be shifted, the Society would give a notice to the hirer(s) to have the lockers hired by them vacated to enable the shifting of the locker units and reoccupy them at the new place where the locker units have been fixed up. The hirer is obliged to vacate the locker within the stipulated time. If any locker is not vacated after the expiry of the notice period given, the Society will not be held responsible for any damage to the property kept in the locker, due to shifting of the locker units.
- 23) The Society shall be at liberty to add to, delete and / or alter any to the terms and conditions hereto without any prior notice to the hirers. Such additions or deletions or alteration made by the Society will be put up on the notice board of the Society and it will be deemed to be notified to the hirer(s) and incorporated in these conditions. The hirer(s) hereby agrees that such additions / deletions and alterations are binding on him / them.
- 24) During the continuance of this agreement the Society shall not be responsible not with standing anything of the Contrary on section 152 of the Indian contract Act for any loss or deterioration of or damage to the contents of the safe Deposit Locker (s) whether caused by rain, fire, flood, earth quake, lighting with commotion riot or any other similar clauses.

Name of Hirer(s)	Signature(s) Hirers
1.	1.
2.	2.
3.	3.

For THE CHENNAI METROPOLITAN CO - OP
HOUSING SOCIETY LTD.,

Manager / Secretary