

# Calcutta Safe Deposit Co. Ltd.

23B N.S. Road Kolkata-700001

## TERMS AND CONDITIONS

1.) The Safe Deposit Vault will remain open as follows:-

On week days excepting Saturdays and Holidays under the Negotiable Instrument Act **9:30 A.M. to 5:00 P.M**

On Saturdays: - **9:30 AM to 2:30 P.M**

On Sundays and Holidays: - **10:00 A.M. to 12:00 Noon**

2.) Save as hereinafter provided the company shall be entitled to treat the hirer (s) as the only person (s) having the right to gain access to the Locker hereby agreed to be hired and as the absolute owner (s) of the contents of such Locker & accordingly shall not except as ordered by a Court of competent jurisdiction or as by Statute required be bound to recognize any equitable or other claim or interest in the subject matter of the memorandum or in the contents of the said locker.

3.) In case of the joint hirers they shall be jointly and severally entitled to gain access to the Locker and they shall be jointly and severally liable for the payment of all hires hereby agreed upon. Any hirer or hirers having more than one locker or safe or almirah or trunk in the same name or names are liable to pay all outstanding dues of both or more such hired locker, safe, almirah or trunk as else the same will render the said hirer/hirers from not being allowed to operate even those locker, safe, almirah or trunk for which payments have been made upto date.

4.) Save as herein provided the executors or administrator of a deceased Hirer (not being one of the several joint Hirers) shall be the only person recognized by the Company as having right to gain access to the Locker or the contents of the Locker and in case of death of any one or more of joint Hirers the survivors shall be the only persons recognized by the company as having any such right.

5.) Any person becoming entitled to gain access to the Locker and to the content thereof in consequences of death, bankruptcy or lunacy of any hirer, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Clause or of his title as the company may think sufficient may with the consent of the Company, (which the company shall not be under any obligation to give) be given the right of access to the Locker and to remove the contents the thereof.

6.) Duly constituted attorney of a Hirer shall have the same right to gain access to Locker as the hirer himself provided the Company is satisfied about the authenticity of document appointing attorney and the same is duly registered in the Books of the Company and so long such authority shall remain registered in the Books of the Company, the Company shall not be bound by revocation of any such authority by the Hirer.

7.) The Hirer shall not assign or sub-let the Locker or any part of it nor permit it to be used for any purpose other than the deposits of the documents, jewelleries Bullions or other valuables nor shall the Hirer use Locker for the deposits of any property of an explosive, combustible or destructive nature.

8.) If any rental is not paid on the date hereby appointed for payment thereof, the Company reserves the right of refusing the Hirer or his Agent as aforesaid, access to the Locker.

9.) Upon non-payment of the rental hereby reserved on the day hereby appointed for the payment of the same or non observance of any of the conditions herein by the Hirer, the Company shall be entitled to terminate the hiring hereby agreed upon by giving three day's notice in writing to the Hirer or in case of joint Hirers to any one of them at the registered address of the Hirer(s) as hereinafter provided and after the effluxion of the period of the notice. If the Hirer(s) fail(s) to pay the rental and all other charges reasonably incurred by the company in the premises and to remove the contents of the Locker and otherwise to make over possession of the same together with the relative key the Company shall be entitled to break open the locker and either to forward by registered parcel or such other reasonable means as the Company may think

fit at the Hirer's risk the contents of the locker to the Hirer(s) at the address noted hereon or the Company at its option and keep such contents, in such other Locker or Lockers or place or places of safety as it may think fit and expedient and in the latter case the Hirer(s) shall be bound to pay to the Company its usual charges for use and occupation of any such other Locker or Lockers as aforesaid and any other charges which the Company may reasonably incur in the premises. The Company shall be at full liberty to realize the arrears and said charges.

**10.)** A notice to be given by the Company to the Hirer(s) under these presents may be served upon the Hirer(s) either personally or by sending it through post in an envelop or wrapper addressed to such Hirer(s) at his / their registered place of address and it shall be deemed to have been served on the day following that on which the letter, envelope, wrapper is posted and in proving such services it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into post office. A certificate in writing signed by the custodian or any Manager, Secretary or other officers of the Company that the letter, envelope or wrapper was so addressed and posted shall be conclusive evidence thereof.

**11.)** All notice in cases of Joint Hirers may be given to any one of them and notices so given shall be sufficient notice to all Joint Hirers.

**12.)** The Address of the Hirer(s) stated hereon shall be deemed to be his/their registered address and the Hirer(s) shall notify to the Company and changes of the address and unless so notified the address hereon given shall be deemed to be as proper address. In case of Joint Hirer(s) there shall be only one registered address.

**13.)** Any notice or the contents of any Lockers sent to Hirer at his registered address as aforesaid shall notwithstanding such Hirer be then deceased and whether or not the Company have notice of his deceased be deemed to have been duly served or delivered.

**14.)** Notwithstanding anything herein contained a notice may be given to a hirer by advertisement in an English daily newspaper circulating in Calcutta and shall be deemed to have been served on the Hirer on the day following the date of publication of such notice. Consequently the Company may at any time by giving notice as provided herein vary any rental and other charges in keeping with business and/or market conditions or other economic criteria.

**15.)** The Hirer(s) shall forthwith notify the Company any loss of the key or keys of the Locker hereby agreed to be let out. All charges for opening the Locker replacing the lost key or keys and for changing the lock shall be payable by the Hirer(s).

**16.)** All repairs required to be done to the Locker, lock or keys shall be done exclusively by the workmen appointed by the Company.

**17.)** The company hereby reserves the right of closing the Safe Deposit Vault at any time and for any period that it may think necessary or expedient for reasons of grave or urgent necessity such as civil commotion, riots, military operation, fire, flood, earthquake, cyclone and other reasons causing damage or danger to the Safe Deposit Vault or its contents.

**18.)** Notwithstanding anything hereinabove contained the Company also reserves the right of making changes in the opening and closing hours of Safe Deposit Vault without any previous intimation or without any consent on the part of the Hirer(s).

**19.)** It is hereby agreed that the relationship between the Hirer(s) and the Company in this connection is that of the Licensor and Licensee and not that of a Bailor and Bailee.

**20.)** The Company hereby reserves the right of formulating other rules and regulations for the working of Safe Deposit Vault and make changes therein from time to time and such rules and regulations when duly made shall be deemed to be incorporated in these presents and Hirer(s) hereby agree(s) to abide by the same.