

## THE BHUJ MERCANTILE CO-OP. BANK LTD.

H.O. "Vyapar Bhavan", Mithakhali 6 Roads, Ahmedabad-380006. Ph.: (079) 26400969 Fax: 26462640 Email: info@bhujbank.com, bhujbank@gmail.com Website: <u>www.bhujbank.com</u>

## Terms & Conditions for Application of Funds through "RTGS/NEFT Request model" from Saving, Current, Overdraft, Cash Credit accounts Banks' Website. Date: / /20

- I/We hereby understand, acknowledge, bind myself/ourselves and accept that:
- I/We shall be solely liable and responsible for providing the correct information.
- I/WE must login and Send my/our RTGS/NEFT/Inter-Branch Transfer Request from RTGS/NEFT Request Menu on <u>https://www.bhujbank.com</u> or open <u>https://bhujbank.in/cbsbal/Login.php</u> with My Registered User and Password with my secure Registered OTP.
- I/We shall execute all such other documents and writings, in addition to the Instruction, in a form and manner satisfactory to TBMCBL, as it may
  require for any transactions via NEFT and/or RTGS and/or transfer.
- All such transactions shall be initiated by TBMCBL as per cutoff timings and at the sole discretion of the bank under various circumstances. The actual time taken to credit the beneficiary account for transactions of the nature of NEFT/RTGS depends on the time taken by the Payee's bank to process the payment.
- Without prejudice to any other rights of recovery that TBMCBL may have, TBMCBL is hereby authorized to debit my/our account held with TBMCBL for any such fees and/or charges for these instructions and/or transactions. The charges for instructions are applicable as per bank rules modified from time to time.
- RBI (and/or any other agency/ company appointed by the RBI) shall be an intermediary service provider in the process of settlement of a transaction initiated using any of the funds transfer facilities and, subject to the availability of sufficient funds in my/our account, a transaction should be deemed to be complete in all respects (a) in case RTGS fund transfer upon settlement of the transaction upon the central system of the RBI, (b) in case of NEFT fund transfer if the transaction message is not returned unaffected to TBMCBL within a reasonable time (decision of TBMCBL as regards reasonable time shall be final).
- The account to be credited, in accordance with the Instructions, is not an account on which there are restrictions, as per applicable law, on crediting monies. Moreover, The transaction includes various counter-parties and TBMCBL shall not be liable or responsible for delays/deficiencies in settlement of the transaction due to system constraints, actions of other parties or any other circumstances outside the control of TBMCBL.
- TBMCBL may amend the terms and conditions from time to time and the same are binding on me/us.
- I/We hereby agree and undertake to indemnify TBMCBL unconditionally and irrevocably and doth hereby keep indemnify the "TBMCBL", its officers, employees, advisors, consultants, agents and servants saved and harmless forever and at all time against any OR and all consequences, losses, including but not limited to costs of legal proceedings, and against all claims, Demands, losses, Damages penalties, compensations, expenses, liabilities, charges, actions, suits etc. Whatsoever which shall OR may at any point of time and at all times hereafter be brought, commenced OR used by any person OR Persons or financial institutions, Banks, revenue authorities, Government (Central and State) Semi Government, regulatory Bodies, judiciary, statutory, Quasi-judicial authorities or any other competent authorities and by reason of which or otherwise TBMCBL, its officers, employees, advisors, consultants, agents and servants may suffer or sustain or incur at any time as consequence of or arising out of any funds transfer facility provided to the me/us by TBMCBL in good faith, including commission or omission of any instruction of the Customer including due to any regulatory, judiciary, statutory quasi judiciary order or notice or any other cause beyond TBMCBL's control. Without prejudice to the generality of the foregoing. I/We shall indemnify and save keep harmless and indemnified TBMCBL against any improper/fraudulent instructions.
- The payment of transferred funds is subject to any rules, regulations, sanctions and restrictions of the country, if any, where the funds are to be transferred. I/We also agree that neither TBMCBL nor its correspondents or agents shall be liable for any delay or loss caused by any act or order of any government or government agency or as a result of any other cause whatsoever.
- TBMCBL may take its customary steps for transfer of funds. In doing so TBMCBL shall be free, on behalf of me/us, to make use of any
  correspondent, sub-agent or other agency.
- In no case will TBMCBL or any of its correspondents or agents be liable for interruptions, errors or delays occurring in the wire cable or mails or on the part of any, telecom, cable or wireless company or any employee or such authority or any company, or through any other cause.
- The beneficiary banks will credit RTGS/NEFT proceeds solely based upon the beneficiary account number provided and the beneficiary name details may not be used.
- These Terms & Conditions shall be in addition to the TBMCBL Account Terms and conditions and shall bind me/us upon submission of duly executed form.
- I/We declare and confirm that the aforesaid terms & condition are illustrative and not exhaustive and I /We further and confirm and admit rights of the TBMCBL, to add, amend, alter or delete any of the aforesaid terms and conditions or incorporate any of new terms & conditions without any notice to me/us are without any prejudice any respect.
- Customer will be eligible for SMS facility on registration of his mobile number to his corresponding account. Customer must fill up proper and correct information in the application. Bank will not be responsible for any subsequences due to incorrect information filled in by the customer.
- Bank reserves the right to make changes in terms of SMS facilities to be provided to Customers. Also bank reserves the right to suspend the SMS facility partly or fully for the specific period. It will not be binding on the bank to give any notice to the customer.
- If anybody used these services other than customer, Bank will not be responsible for the subsequences.
- Customer should note that these services are depending upon services of customer cellular provider, service provider of the bank, internal technical system. Bank does not take any responsibility regarding continuous services of this facility. If any customer does not receive any SMS, bank will not be responsible for any loss caused by the customer.
- If any customer observes any discrepancies/difficulties in these services, he should inform the bank accordingly. Bank will take necessary efforts to upgrade the services.
- If any customer wishes to deregister his mobile number for these services, he must inform the bank in writing immediately.
- Bank may apply any type of charges+ tax for these services and the same will be directly debited to my applicable account.
  - I/we have read the above terms and conditions and hereby duly accept and oblige to obey the same in all circumstances.

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Customer ID:	Name: Mobile: +91		(Matched as	(Matched as per bank records)	
Signature (All Joint-holders, Partners, Directors, Trustee if any):					
(Please attached Board Resolution signed by all the Directors in case of Companies, Trusts)					
For Office Use Only					
I, the undersigned, hereby declare that the above Customer ID is KYC Compliant and Signatures have been signed before me and verified by me.					
Branch code:	Name of Mar	nager / Incharge:	, Sign:		
Original Sent to = IT Department, H.O. Ahmedabad, and Copy to Branch Filing Papers.					Branch Stamp