

Terms & Conditions in respect of RTGS Transactions

<p>1. All instructions relating to RTGS operation should be in writing & signed by the authorised signatories strictly as per the instructions given to the Bank to operate the relative account.</p> <p>2. Funds Transfer shall be effected only if the destination Branch/originating Branch is participating in RTGS.</p> <p>3. The RTGS Customer/ Applicant hereby irrevocably authorises Jain Bank to debit his/its account with the prevailing service charges.</p> <p>4. It is the responsibility of the RTGS Customer/ Applicant to ensure availability of sufficient clear funds in their Account to carry out the payment instructions given (including levy of service charges).</p> <p>5. Application must be received before the cut off time as stipulated by the Bank/RBI. If application is received after the said cut off time, transfer of funds shall only be effected on the next working day.</p> <p>6. It is the responsibility of the RTGS Customer / Applicant to ensure the correctness of the message especially the IFSC code of the recipient / destination branch & account number of the beneficiary. The collecting bank as well as the receiving bank will get valid discharge if the amount is credited to the account number mentioned in the Application even if the name of the beneficiary account holder differs. JAIN BANK shall not assume any liability or responsibility arising out of or made liable for any incorrect request or message.</p> <p>7. It is the responsibility of the RTGS Customer/ Applicant to ensure the genuineness of the transactions conducted through RTGS & to ensure that no illegal transactions are conducted through RTGS. JAIN Bank shall not assume any liability for ensuring legality of transactions just because such transactions are routed through JAIN Bank.</p> <p>8. Prior intimation must be given to the remitting branch for remittance of Rs. 1 (one) crore and above.</p> <p>9. Once the application is submitted or processed or account is debited, the remitter cannot revoke the given mandate.</p> <p>10. If the date of payment happens to be a holiday at the centre where the recipient branch is situated, the credit will be passed on to the beneficiary on next working day.</p>	<p>11. The RTGS Customer / Applicant should verify the statement of account and confirm the correctness of remittances made. In case of any discrepancy the customer / Applicant should intimate the bank immediately.</p> <p>12. If any transaction, cannot be settled due to the fault of the RTGS Customer/ Applicant, JAIN Bank will endeavour to advise the RTGS Customer/ Applicant of such non- settlement on phone / fax, but JAIN Bank will not incur any liability to the RTGS Customer / Applicant, or to any counterparty or beneficiary in such circumstance.</p> <p>13. JAIN Bank shall not be liable for delay in payments to the beneficiary if:</p> <p>a. Incorrect and insufficient details of beneficiary are provided by the applicant remitter.</p> <p>b. If there is dislocation of work due to circumstances beyond the control of Remitting/ Destination Banks including but not limited to circumstances like non-functioning of computer system, disruption of work due to natural calamities, strike, riot etc or Netware or internet problem or other causes beyond the control of the Branch/ bank resulting in disruption of communication, such cases will be settled on the next working day when RTGS is functioning properly.</p> <p>14. The RTGS Customer / Applicant hereby agrees and undertakes that he is aware of all the RTGS rules set by RBI & to abide by all the guidelines issued by the RBI or any other regulatory authorities or as communicated by JAIN Bank applicable to the transactions relating to RTGS whether directly or / and indirectly.</p> <p>15. The provisions of the Agreement shall always be subject to any rules, terms, conditions and administrative guidelines issued by RBI that may be enforced from time to time in respect of operation of RTGS account.</p> <p>16. The RTGS Customer / Applicant hereby agrees and undertakes to indemnify and keep indemnified JAIN Bank from time to time against all losses, damages, costs (including legal fees), penalties and consequences arising in pursuance of handling the said RTGS transactions or/ and by virtue of AXIS Bank acting for and on behalf of the RTGS Customer/ Applicant in pursuance of this agreement.</p>
<p>Applicant’s Signature/s :</p>	