

## Customer Agreement for Cheque Collection Services under Cash Management Services

\_\_\_\_ Limited, a company incorporated under the provisions of Companies Act, 1956 (1 of 1996) and having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “**the Customer**” which expression shall unless it be repugnant to the subject context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns) of the ONE PART

AND

**RBL Bank Limited** a company incorporated under the Indian Companies Act, 1913 having its registered office at Shahupuri, Kolhapur- 416 001 and operating in these presents through its corporate office at One Indiabulls Centre, Tower 2B, 6th Floor, 841,

Senapati Bapat Marg, Lower Parel, Mumbai- 400 013 (hereinafter referred to as “**the Bank**” / “**RBL Bank**” which expression shall unless it be repugnant to the subject context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the OTHER PART.

Each of the parties mentioned above are hereinafter collectively referred to as “Parties” and individually as a “Party”

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

### DEFINITIONS:

In this Agreement unless the context otherwise requires:

“**Account(s)**” shall mean any bank account of the Customer held with Bank, which is designated as eligible account by the Bank for the Facility in the Offer Letter.

“**Agreement**” shall mean and refer to this Agreement as amended or supplemented from time to time.

“**Beneficiary**” shall mean such person whose name shall appear on the face of the Instrument / payment request as the payee.

“**Customer**” shall mean any Person who avails the Facility in terms of this Agreement and the Offer Letter.

“**Correspondent Bank**” means any other bank with whom Bank has entered into an arrangement to enable the Bank offer the Cheque Collection Services.

**“Cheque Collection Services”** means the service offered by the Bank to the Customer of collecting the Instruments from the Customer and depositing the same with the Bank for the purpose of crediting to the Account of the Customer as specified by the Customer to the Bank in writing.

**“Cheque Purchase Facility”** means the availing of credit of a tenor not exceeding ninety (90) days, by the Customer from the Bank against Instruments before such Instruments are cleared by the Bank and funds are received into the Account upto such limits as may be specified by the Bank and out of the aggregate fund based credit facilities extended by the Bank to such Customer under a <sup>1</sup>facility agreement(s) executed/to be executed by the Customer.

**“Facility”** shall mean and include, as applicable, the Cheque Collection Services and/or the Cheque Purchase Facility, offered by RBL Bank to the Customer in terms of the Offer Letter, this Agreement and as more particularly described in “Schedule I” hereto.

**“Instruction”** refers to the requests made by the Customer for availing the Facility from RBL Bank, in the form and manner as prescribed by RBL Bank.

**“Instrument”** shall mean cheques, demand drafts, pay orders, and such other Instruments as stipulated by RBL Bank from time to time and mentioned in the Offer Letter in respect of which RBL Bank shall provide the Facility and/or agreed with the Customer from time to time.

**“Locations”** shall mean such locations/specified branches at such centres as mutually agreed to by the Customer and the Bank. At centres where the Bank does not have its branches, the Bank may appoint any other bank for collection of the Instruments on behalf of the Customer at the sole risk of the Customer.

**“Offer Letter”** shall mean the letter issued by RBL Bank for extending the Facility, specifying the nature of the Facility and the terms and conditions for availing the Facility by the Customer and duly accepted by the Customer, and as amended, modified and supplemented from time to time.

**“Person”** shall mean and include a company, a body corporate, a registered partnership firm or a registered limited liability partnership firm

**“Website”** refers to the website owned, established and maintained by RBL Bank at the URL [www.rblbank.com](http://www.rblbank.com)

## **WHEREAS:**

The Customer has opened/shall open a bank account with the Bank and at the request of the Customer, the Bank has agreed to provide to the Customer certain facilities in relation with such account subject to the terms and conditions detailed in this Agreement and the Offer Letter.

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<sup>1</sup> Customer to execute facility agreement in Bank’s standard format for availing the overall fund based credit limits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **1. FACILITIES:**

Upon the request of the Customer, the Bank hereby agrees to provide Facility to the Customer based on the, representations, warranties, covenants and undertakings as contained herein and the Customer hereby agrees to avail Facility from the Bank, in the manner and on the terms and conditions mentioned in this Agreement and in the Offer Letter.

## **2. REPRESENTATION , WARRANTIES AND UNDERTAKINGS :**

The Customer represents to the Bank that:

**2.1** The Customer has full power to issue the Instructions and to perform its obligations in accordance with the terms of this Agreement and has taken all necessary action, including all internal and corporate approvals for execution and acceptance of the Offer Letter, this Agreement and for availing of the Facility.

**2.2** Availing of the Facility from the Bank does not or shall not violate or conflict with any law applicable and/or any regulatory requirements governing the Customer, any provision of the Customer's constitutional documents, any order or judgement of any court or other agency of the Government applicable to it or any of its assets or terms of any contract binding on or affecting it or any of its assets. Provided that the Customer shall intimate the Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the provision of the Facility.

**2.3** The Customer shall be responsible for complying with all applicable laws and regulations (including guidelines issued by Reserve Bank of India ("RBI") from time to time) in connection with the Facility.

**2.4** The Customer shall be solely responsible for any acts, errors, omissions or fraud on the part of its employees or third parties and shall be solely liable for any loss or damage arising on account of the forged or fraudulently altered Instruments.

**2.5** At the centres where the Bank does not have its branches, the Customer hereby authorises the Bank to appoint any other bank at its discretion as a Correspondent Bank for collection of cheques on its behalf as also appoint any agent for collection and transit of Instruments on behalf of the Customer and they shall operate at the risk and responsibility of the Customer.

**2.6** The Customer hereby irrevocably agrees to and consents that the Bank may disclose at any time and share with or in any manner make available to any agencies, bureaus, Affiliates, firms, associations, corporate bodies, banks, financial institutions and other persons any information about the Customer where such disclosure is necessary under law or where there is a duty to the public to disclose such information or where the

interest of Bank requires such disclosure. Additionally, Bank may disclose such personal and financial information about the Customer that is in the public domain.

**2.7** The Customer acknowledges and confirms that the Facility provided herein are for the Customers convenience and liability of Bank herein shall be limited to the same extent as if the Facility provided herein are provided at the branch of Bank.

**2.8** The Customer shall keep Bank informed of any change in the list of authorized signatory forthwith, failing which Bank shall not be liable for any loss or damage that may occasion to the Customer as a consequence thereof.

The Customer shall ensure that the Customer has valid and legal title to the Instruments to be collected under the Facility. In the event the Customer's title to the Instruments collected under the facility is found to be defective or the Customer is found to have had no title to the Instruments, then the Customer undertakes to refund the amounts under the Instruments not later than 3 days from demand by the Bank, together with interest at commercial rates or as may be stipulated by the Bank. The Customer shall be solely liable for any loss or damage arising on account of forged Instruments or fraudulently altered Instruments and agrees to indemnify the Bank and keep the Bank fully indemnified, safe and harmless at all times against any/all consequences arising by any breach of this undertaking by the Customer and shall immediately reimburse the Bank all damages, loss, cost, expenses or any other charges that may be incurred by the Bank.

**2.9** The Customer shall give the designated addresses and contact details where the Bank is required to facilitate cheque pickup.

**2.10** The Customer undertakes to deposit the cheques under cash management deposit slips where they will provide the complete details of the cheques, name of the Customer and account number to which the credit is to be effected. The Customer undertakes to deposit the local and upcountry cheques & CTS and Non CTS Cheques under different deposit slips.

**2.11** The Customer undertakes to ensure that the deposit slips are complete and accurate and the Bank shall rely on the deposit slip for providing the MIS to the Customer.

**2.12** The Customer acknowledges that the Bank may in order to assist the Bank in providing the Facility under this Agreement, appoint one or more third parties to carry out all or any of the functions of the Bank which are delegated to such third parties by the Bank.

**2.13** The Bank shall exercise due care in selection of the third party (ies). However the Bank shall not be liable for any acts, whether of omission or commission, of such third party agency except in case of gross negligence or wilful misconduct by the Bank.

**2.14** In case of Instruments returned unpaid, the returned Instruments shall be returned directly to the Customer through the branch where the Customer maintains the principal current account or the Customer's representatives at the Collection Centre.

### **3. INDEMNITY :**

**3.1** The Customer agrees to indemnify, without delay or demur, the Bank and its third parties and keep the Bank and its agent indemnified, harmless at all times from and against any and all claims, damages, losses, costs and expenses which the Bank may suffer or incur, directly or indirectly, arising from or in connection with:

- a. Bank providing the Facility to the Customer;
- b. Defect in or absence of title of the Customer or the beneficiary under the Instruments or forgery or alteration of the Instruments
- c. Any Instruments are returned or are unpaid or any Instruments are dishonoured.
- d. Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body.
- e. Any error, default, fraud, acts of omission, negligence or misconduct of the Customer's employees and/or its third parties
- f. Any claim by any beneficiary or third parties in relation to any instrument
- g. Breach of any obligations, representations or warranties by the Customer
- h. Any inaccuracy, error or omission of any data, information or message as provided by the Customer, or the transmission or delivery of any such data, information or message as provided by the Customer.
- i. Any payment/s against counterfeit or forged Instruments
- j. Payments of any Instruments fraudulently encashed, including chemically altered/fake Instruments.
- k. Any frauds committed due to the Customer/its employees/ representatives not adhering to good practices as suggested by Bank, from time to time

**3.2** The written demand by the Bank as to the loss / damages shall be final, conclusive and binding on the Customer and the Customer shall be liable to pay on demand, without any contestation / demur the amount of such loss /damage to the Bank.

**3.3** The Customer agrees that where the Bank relies on electronic mail or means of communication, the Bank shall not be liable for any claims, liability, loss, damage, costs, levies, charges or expenses or fees arising from any omissions/commissions or such misunderstanding or errors in transmission , the Customer agrees to indemnify, without delay or demur, the Bank and its third parties and keep the Bank and its agent indemnified, harmless at all times from and against any and all claims, damages, losses, costs and expenses which the Bank may suffer or incur, directly or indirectly, arising from or in such connection.

**3.4** All indemnities given by the Customer to the Bank shall survive the termination of the Facility.

### **4. APPOINTMENT OF THIRD PARTIES :**

The Customer agrees that the Bank uses outside agencies/ third parties (hereinafter referred to as third parties) to facilitate the pickup of the Instruments at Customer's premises.

**5. SEVERABILITY :**

Any provision of these terms and conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these terms and conditions or affect such provision in any other jurisdiction.

**6. CHARGES/ FEES :**

**6.1** The charges levied for the Facility shall be as per the Offer Letter dated \_\_\_\_\_. Further the Customer shall be liable to pay interest on non-payment of fees/charges at such rate as determined by the Bank.

**6.2** The Customer agrees that the Bank shall not be liable for return of any Instruments.

**6.3** In case of return or non-clearance of the Instruments for any reason, the Bank reserves the right to debit the Customer's Account (or any other account held by the Customer with the Bank) for an amount equal to the value of such returned/uncleared Instruments and also recover any applicable cost and interest for the reversal from the date of credit till the date of reversal.

**6.4** The Customer authorises the Bank to debit the Account or any other account held by the Customer with the Bank towards the fees/charges, expenses and costs of Facility payable by the Customer to the Bank under this Agreement and/or Offer Letter taxes as applicable. Failure to pay charges or fees including taxes as may be, on or before the specified date shall render the Customer liable for payment of interest at such rate as may be stipulated by the Bank.

**7. TERMINATION OF THE FACILITY:**

**7.1** The above arrangement shall remain in force unless otherwise terminated by the Customer or the Bank in writing.

**7.2** Termination shall not discharge the Customer from any outstanding liability to the Bank, including without limitation, liquidation of Instruments, payment of interest and service fees or charges or refunds to the Bank etc.

**7.3** The Bank reserves the right to terminate or suspend the Facility, in whole or in part, forthwith at any time without assigning any reason by notifying the Customer either through its website, email, fax or other communication as it may deem fit. In case of a temporary withdrawal or suspension of Facility, the privileges may be reinstated by the Bank at its sole discretion.

**8. NO OVERDRAFT FACILITIES:**

**8.1** Nothing contained in this Agreement shall be deemed to constitute an Agreement on the part of the Bank for grant of overdraft or any other form of credit facilities by the Bank to the Customer with respect to the amount of the Instruments covered by the Facility. In the event of any temporary or accidental overdraft which may be occasioned or which may result due to returned Instruments, collection charges, or any other costs normally associated with banking transactions, the Customer hereby agrees and undertakes to liquidate the overdraft in the said account(s) the



day following the day on which the overdraft occurs and to pay interest for such incidental or temporary overdrafts at such rate as the Bank may charge.

**8.2** If the Customer fails to liquidate the overdraft which may be occasioned as aforesaid the following day after it occurs, the Bank shall notwithstanding anything to the contrary contained in any other documents that may have been executed between the Customer and the Bank, for any purpose whatsoever or any other understanding or in any law, have the absolute right, in addition to the right of bankers' lien, to set off and appropriate without notice to the Customer, the liability against or out of any other account(s) / funds belonging to the Customer, including the amount of any such Instruments which may be deposited by the Customer with the Bank at any of its branches under the terms as contained in this Agreement.

**8.3** The Customer hereby unconditionally and irrevocably agrees to indemnify and keep indemnified the Bank in respect of liability for the outstanding overdraft amount occasioned as aforesaid in the said account(s) and interest thereon at the rate charged by the Bank and all costs, charges, expenses and losses, which the Bank may incur or sustain by reason of the Customer not clearing overdraft arising on account thereof in the account(s) on the immediate next day.

**8.4** This clause 8 shall not applicable for the Cheque Purchase Facility.

## **9. SIGNATORIES:**

The Customer shall, from time to time, furnish to Bank, in writing, the specimen signatures of its authorised representatives who are authorised to give Instructions to Bank on behalf of the Customer. It shall be the Customer's responsibility to intimate change in such signatories to Bank. Further, the Customer shall, as and when requested by Bank, provide Bank the IP addresses of the transaction initiator who are authorized to send / receive the Instructions on behalf of the Customer.

## **10. NON-TRANSFERABILITY AND ASSIGNMENT:**

The Facility is not transferable under any circumstance and shall be used only by the Customer. The Customer shall not assign its rights or obligations under the Facility to any person. Bank may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Customer.

## **11. WAIVER:**

No failure or delay by Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of Bank hereunder are cumulative and not exclusive of any rights or remedies available in law.

## **12. BANKER'S LIEN AND SET-OFF:**

Bank shall have the banker's lien and right of set-off, on the deposits, funds or other property of the Customer with Bank, whether held in single name(s) or jointly with any person(s), to the extent of all outstanding dues, whatsoever, arising as a result of or in connection with the Facility.

**13. FURTHER ASSURANCES:**

In connection with the Facility, the Customer agrees to execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by Bank to carry out or evidence the transactions/services carried out or contemplated under the Facility.

**14. AMENDMENT TO THE TERMS:**

Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time and that Bank will endeavour to give notice of the same by email or by displaying the amended terms and conditions on the Website or in any manner, it may deem fit. Continuance by the Customer to avail the Facility after amendment of the terms and conditions shall be deemed to be acceptance by the Customer of the amended terms and conditions.

**15. GOVERNING LAW AND JURISDICTION:**

**15.1** These terms and conditions is governed by and construed in accordance with the Indian law. Any legal action or proceedings arising out of these terms and conditions shall be brought in the courts or tribunals at Mumbai in India and the Customer irrevocably submits to the non-exclusive jurisdiction of such courts and tribunals. Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these terms and conditions in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.

**15.2** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provision of this Agreement or affect such provision in any other jurisdiction

**16. LIMITATION OF LIABILITY:**

**16.1** Bank shall use best efforts in providing Facility to the Customers. All arrangements are exclusive of intervening Bank Holidays and Sundays for clearing purposes i.e. on a working day basis only and the Customer unconditionally agrees and understands that the credit to the Customer or pay-out on behalf of the Customer would be made after considering the intervening bank holidays after deposit of Instrument. The entries in Bank's books as well as in the Correspondent Bank's books kept in the ordinary course of business of the Bank with regard to transactions covered under these terms and conditions and matters therein appearing shall be binding on the Customer unless in the event of there being any patent mistake or error therein.

**16.2** Bank shall not be liable for any non-compliance of any applicable rules and regulations by the Customer in connection with the Facility. Bank makes no express or implied warranty with respect to the Facility. The Customer shall not hold Bank responsible for any breakdown/interruption/delay/failure or any technical flaw in the Website, internet or the related services provided by internet service providers or other telecommunication service providers and / or any consequent delay or failure in completion of any request / instruction submitted by the Customer.



**16.3** Under no circumstances shall Bank, its employees, directors, and its third party involved in processing, delivering or managing the Facility, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Facility or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the Facility or any inability of Bank to receive instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

**16.4** The Facility to be provided by Bank shall be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to Force Majeure event, [which would include any event beyond the reasonable control of Bank, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind (including concerning the pick-up agency or the Correspondent Banks), riots, insurrection, war or acts of government, loss of Instruments by the pickup agency/Correspondent Banks, changes in legislation and other allied acts of regulatory/ statutory nature] then Bank shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within any such obligations capable of being fulfilled. Bank shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

**16.5** The Instruments accompanied by deposit slip duly filled in shall be accepted by the Bank directly from the Customer or their dealers or representatives for the purpose of presentation in local clearing or sending to the upcountry locations for collections.

**16.6** The Bank's obligations under the Agreement shall be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to factors including but not limited to civil commotion, sabotage, lockout, strike or any other disturbances of any kind interfering with or affecting the normal functioning of the Bank or of the collection of the Instruments, accident, fires, flood, explosion, epidemic, quarantine restrictions, damage to the Bank's facilities, absence of the usual means of communication or transportation, or any other cause, whether of the same or of a different nature, unavoidable or beyond the control of the Bank and the Bank shall not be deemed to be in default so long as any such cause or the effect thereof persists and during a reasonable period thereafter within which any such obligation is capable of being fulfilled.

**16.7** The Bank shall not be liable for any bona fide actions taken by the Bank with due diligence or for any loss or damage caused to the Customer on account of any circumstances beyond the control of the Bank.

**17. OTHER TERMS AND CONDITIONS:**

**17.1** The Customer shall be solely responsible for safekeeping and security of the Instruments when not in the custody of the Bank.

**17.2** In the event the Instruments are lost in transit or otherwise, the Bank shall be entitled to debit the Customer for the same if the credit has already been provided to the Customer and the Bank's statement intimating the non-receipt/non-payment of the Instruments shall be final and binding. The Customer understands that the Bank shall assist in tracing the Instruments and/or certify the loss, however, the Bank shall not be liable for any loss/damage in any way and it shall be Customer's responsibility to get fresh replacement Instrument favouring the Customer.

**17.3** In the event of non-realization of Instruments through any Correspondent Bank, the Bank shall be entitled to debit the Account or any other Bank account maintained with the Bank with the amount of credit given to the Customer. Where the amount in the Account is insufficient to cover the amount of such Instruments, then the Bank shall be entitled to recover the same from the Customer in any manner as it may deem fit and the Customer undertakes to pay the balance amount forthwith and in any case not later than 3 (three) working days from demand by the Bank, failing which the Customer shall be liable to pay interest at the rate stipulated by the Bank.

**17.4** All Instruments favouring the Customer to be collected under the terms of this Agreement shall be delivered to the Bank or Bank's representative as per cut off times specified by the Bank.

**17.5** It is expressly understood between the parties that the Instruments shall be construed to be in Bank's custody only when the Instruments are received at Bank's vault and Bank's liabilities mentioned herein shall commence only post receipt of the Instruments under the Bank's custody.

**17.6** All local/upcountry Instruments drawn in favour of the Customer and payable at the centres within the Bank's network and/or outside the Bank's network, deposited/delivered to the Bank shall be collected by the Bank at various centres and the proceeds shall be credited to the Customer's designated Current Account as specified by the Customer. The Customer acknowledges that in case the day of credit or payments is a holiday at the clearing location or pay-out location, then the credit or payment shall be given on the next working day.

**17.7** The Bank has the absolute discretion to amend the Correspondent Banks.

**17.8** In the event of the Bank not receiving credit from the drawee bank and/or Instruments not being returned from the drawee bank, within 90 days from the date of deposit, the same shall be construed as an Instrument Return and the Bank shall be entitled to reverse the credit if passed on to the Customer along with charges and

interest. In the event of the offer letter specifying the tenor days the same being less than 90 days, the credit given to Customer's Account shall be reversed on the expiry of such tenor days.

**17.9** The Customer hereby further agrees that the entries in the Banks' books made in the ordinary course of business of the Bank with regard to the Facility shall be conclusive evidence for the Facility transactions.

**18. SUPREMACY OF DOCUMENTS:**

**18.1** All products/services availed by the Customer shall be subject to its respective terms and conditions as applicable.

**18.2** In case of inconsistency between these terms and conditions and specific terms and conditions pertaining to the specific Facility offered by Bank to the Customer, then specific terms and conditions pertaining to the specific Facility offered by Bank to the Customer shall prevail.

This Agreement has been executed on \_\_\_\_\_ at \_\_\_\_\_, India.

For <Name of the Customer>

For RBL Bank Limited

**3.2** Authorised Signatories  
Signatories

Authorised