

The Branch Manager Bank of India Branch

# CORPORATE

Dear Sir/Madam,

1

We, \_\_\_\_\_\_\_ (*hereinafter referred as customer*) request you to provide us **Bank of India Star** <sup>Connect</sup> (*Core Banking*) **Services - Internet / WAP / SMS Banking.** We understand that our registration of aforesaid Services is subject to our acceptance and abiding by the terms and conditions as in force from time to time and as exhibited on the Bank's Website. Our details are as under:

### Details - (MANDATORY)

Name/Title					
Ownership  Proprietorship	Partnership	Pvt. Ltd .	Pub. Ltd. 🗌 🤉	Society/Trust/Club	Others
Communication Address					
Flat/Unit No, Block no.					
Name of Premise/Building/Village					<u> </u>
Area/Locality/Taluka					
District/Town/City					
State / Union Territory					
	Country			PIN Code	
Phone					
			Fax Number		
Email address					

# 2 Account Details - (MANDATORY) Customer ID Account Name/ Title I I

3

Corporate ID – (Applicable in case of Customers, already Extended with the facility)


### 4 a Corporate User Details (All Details are Mandatory) Atleast one user should be mentioned.

S No	Name	Date of Birth	Designation	eMail Address	Complete Communication Address with Pin Code	User's Signature
1						
2						
3						
4						

## 4 b Corporate User Facility Details (Mandatory)

S No	Name of the User		Facility <sup>\$</sup>	Division &	User's Signature
1		New User / Change in Facility <sup>#</sup>			
2		New User / Change in Facility <sup>#</sup>			
3		New User / Change in Facility <sup>#</sup>			
4		New User / Change in Facility <sup>#</sup>			

\$	<ul> <li>A – View Only.</li> <li>B – Tax Payment ;</li> <li>D- Self Transfer, Tax Payment &amp; Utility Bill Payments*;</li> <li>F- Self &amp; Third Party Transfer, Tax Payment, Utility Bill Payments* &amp; RTGS/ NEF</li> <li>* Utility Bill Payments includes online payments for ticket booking, shopping, utility, View of Accounts, Mails and Options shall be available by default to all the</li> </ul>	/ bills etc.
&	Name of the Divisions to be mentioned in case selected access to the accounts is In case all users are to be given access to all accounts, section 5 should be left b	
#	Strike out whichever is NOT applicable	

### Division Details - (OPTIONAL) - MANDATORY ONLY in case ANY of the user is given selected access to the accounts.

	Assessed		Accounts						
	Account Number/s	Div. A	Div. B	. B Div. C Div. D Div. E		Div. E	not included in any Division		
Ð									
Customer									
Cust									

6

### Roles and their Hierarchy (OPTIONAL) - MANDATORY ONLY in case Multi Level work flow (in section 8 below) is requested

S. No.	Hierarchy	Role	Designation
1	1	H1	
2	2	H2	
3	3	НЗ	
4	4	H4	

In case the facility of Multi level workflow is opted, please ensure that all the designations mentioned in section 4 above, are covered above and are mapped appropriately.

In multi level workflow, transaction is initiated by the User, lower in hierarchy for any given rule. In case of Users are in equal in hierarchy, anyone of them, can initiate the transaction.

#### 7 Transactional Limits (OPTIONAL)

We request that the following User(s) be allowed various transactions through aforesaid services up to the amount/transactions specified against them in the table given below.

S. No.	Name of the User	Transaction Types*	Max Cumulative Debit Limit in a month (in Rs.)	Max. No. of Transactions in a Month
1				
2				
3				
4				
5	Default Limit for the Corporate			

### \*Transaction Type

- All a.
- Third Party Payment d.

- Self Transfer b.
- Tax Payment c.

RTGS/ NEFT g.

- Utility Bill Payments\* e.
- Bulk Upload f.

\* Utility Bill Payments includes online payments for ticket booking, shopping, utility bills, etc.

In case limits are not mentioned, default limit shall be applied Transaction type can be combined for mentioning limits.

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#### 8 Work Flow Rules (OPTIONAL)

We herein below mention the workflow followed in the corporate for putting through various types of transactions offered through **Bank of India Star**<sup>Connect</sup> (*Core Banking*) Services (*Please note that, if no work* flow rules are define all the User(s) for whom user ID is created, can access and transact (if fund transfer facility is extended) on Bank of India Star<sup>Connect</sup> (Core Banking) Services without any restrictions)

S. No.	Transaction Type*	From (Rs.)	To (Rs.)	Workflow Rule
1.				
2.				
3.				
4.				
5.				
6.				
7.				

### \*Transaction Type

Self Transfer а.

Third Party Payment Utility Bill Payments\*

Tax Payment c. Bulk Upload f.

**RTGS/NEFT** d. \* Utility Bill Payments includes online payments for ticket booking, shopping, utility bills, etc.

Multiple rules can be set for same transaction type and different limit (From/ to limits).

h.

e.

- Workflow rule can be multilevel- e.g. for transaction type 'Self Transfer' rule can be set as 1 H2 + 2 H1, meaning that the user with the role of H2 (lower in hierarchy) of will initiate the transaction, which will be approved by other two users with the role of H1 (higher in hierarchy).
- There can be multiple workflow rules /multiple limits for single transaction type.

9	Enclosed Documents (Requisite Document like Board Resolution/ Declaration, etc. is requisiving mode of operation and limits.)	ired to be submitted
a		
b		
с.		

### 10 Declaration

I/ We, the customer and user confirm and undertake that I/We have read and understood the "Terms and Conditions" annexed hereto/ as given on the Bank's website for the usage of Bank of India Star Connect (Core Banking) Services and unconditionally accept and agree to abide by the same and such other modifications made by Bank of India from time to time. I/ We am/ are aware of the nature of services offered by Bank of India through Bank of India Star Connect (Core Banking) Services and shall pay charges/ taxes as applicable / modified for usage of Bank of India Star Connect (Core Banking) Services as may be in force from time to time. I/ We also agree to all the terms/ conditions of opening / applying / maintaining / operating as applicable / modified by the Bank of the usage of aforesaid services, as may be in force from time to time. I/ We further authorize Bank of India to debit my/our account(s) towards the charges/ taxes for availing aforesaid services. I/ We declare that all the particulars and information given in this application form are true, correct, complete and up-todate in all respects and I/we, have not withheld any information. I/ We agree and undertake to provide any further information that Bank of India may require. I/We agree and understand that Bank Of India reserves the right to reject any application or block or withdraw the Bank of India Star Connect (Core Banking) Services to any or all account(s) without assigning any reason. I/ We authorize Bank of India or their agents to make references and enquiries which Bank of India or its agents consider necessary in respect of or in relation to information in this application/further applications.

Date://	Authorised Signatory
Place:	Name & Designation

11	For Office Use only (Branch) (Strik	e out which ever is not applica	able)	)							
	CORPORATE	Application No.	Bı	ranc	h Co	le	Se	erial	Nun	aber	

### We confirm

- 1. The Customer's particulars, signature/s and details have been duly verified and the same are as per the Bank's record.
- 2. We recommend for providing the **Bank of India Star**<sup>Connect</sup> (*Core Banking*) Services **Internet / WAP / SMS** to the applicant and confirm that the requisite flag for Internet Banking have been set at the Finacle Core.
- 3. Resolution/ Declaration as per the facilities requested above (wherever applicable) is obtained and kept on record.

Date:	//20	Signature:	Sign Code:
Place		Name:	
12	For Office Use only (	Data Centre)	
1. 2. 3. 4. 5. 6.	Application received on User ID(s) Created on Login Password Transaction Password TPIN Transaction PIN		
	//20	Signature:	Sign Code:
		Name:	

**Note:** a. BRANCHES to verify and retain the original request form, resolution and other supporting documents received from the company/ firm.

b. BRANCHES to forward ONLY the duly authenticated, verified and recommended COPY of the request form to Star<sup>Connect</sup> (*Core Banking*) Services at CBD Belapur, Navi Mumbai.

### (To be stamped as an Agreement cum Indemnity)

THIS AGREEMENT is made at ......on this the.....day of....... 20.....by Shri/Smt/M/s.....residing at/ having their registered office at....

.....

The term "Customer" shall include User/s in applicable cases and wherever the context so requires (in the event there are more than one individual ) shall mean and be construed as "Customers" and the masculine gender, wherever the context so requires shall mean and be construed as the feminine.

### WHEREAS

A. The Customer is a constituent of the Bank, maintaining the following accounts with the Branches of the Bank:

### Account(s) Type and No Branch Name

1.

2.

3. 4.

> (hereinafter collectively referred to as the "said Accounts" which expression shall also include any other accounts of the Customer which may be opened in future at any of the Branches of the Bank and provided with Core Banking facility).

- B. The Customer understand that the Bank has introduced "Bank of India Star Connect (Core Banking) Services" to facilitate its selected Customers (maintaining accounts with the branches of the Bank connected with Core Banking), to have the following facilities and to allow operations like:
  - i) Viewing the details of the Account(s) of the Customer
  - ii) Fund transfer from the Account(s) of Customer
  - iii) Third Party Fund transfer(only credit without linking third party account)
  - iv) External account linkage (credit and/or debit)
  - v) Request for cheque books, issuing stop payment of cheque
  - vi) Opening of LC Bill lodgment
  - vii) and such other facilities as the Bank may at its sole discretion provide from time to time (all or any of the aforesaid facilities may be provided on such terms and conditions as Bank may stipulate from time to time and such facilities may be modified or withdrawn or suspended at the sole discretion of the Bank. All or any of the aforesaid facilities which may be provided by the Bank from time to time to the Customer are hereinafter collectively referred to as "said Core Banking Facilities" or "said Services")
- C. At the request of the Customer and the Customer interalia agreeing to pay the fees/charges as may be fixed by the Bank from time to time, the Bank has agreed to provide/provided said Core Banking Facilities in all or any of the said Accounts (which Bank may decide at its sole discretion) interalia on the terms and conditions contained herein.

# In consideration of the above, the Customer hereby agree and undertake with the Bank as follows:

- 1. The Customer has read and understood the terms and conditions of the "said Core Banking Facilities" displayed on Bank's Web site www.bankofindia.com /contained in the annexere to the Application Form for the "said Core Banking Facilities" and agree to fully abide by the said terms and conditions and also the time to time modifications that may be made by the Bank in the said Terms and Conditions. The Customer irrevocably agree that any modifications made by the Bank to the said terms and conditions and displayed on the Bank's Web Site or on the notice Board of the Branch shall be binding on the Customer and the Customer waives a separate notice for the same from the Bank.
- 2. The Customer and User/s shall maintain secrecy and confidentiality of the User name, Password and other secret code and the same shall not be shared or divulged to any other person. In the event the User name, Password and other secret code are allotted at the Customer's request to a User/s to act in a representative capacity on Customer's behalf, the Customer shall ensure that the said User/s maintain secrecy and confidentiality of the User name, Password and other secret code and that the same shall not be shared or divulged to any other persons by the User/s.
- 3. The Customer further agree and undertake that the Person/s authorised by him/them to operate the Customer's accounts on his/their behalf (User/s) under the "said Core Banking Facilities" shall follow the terms and conditions of the "said Core Banking Facilities" and the Customer shall be bound by all acts and / or omissions on the User/s part and the Customer undertake responsibility for the acts or omissions of the User/s and it shall not be challenged by the Customer for any reason whatsoever so as to make the Bank liable for the same.
- 4. The Customer hereby agree that the Bank shall not be held liable or responsible for any unauthorised access beyond the system/security provided by the Bank through hacking etc.. to the Customer's accounts/records, by any third parties and the same shall not amount to breach of the Bank's duty of secrecy and the Customer waive his/their rights and privileges in this regard.
- 5. The Customer agree and undertake that the Customer shall only be liable and responsible for any liability, claims of any nature, loss and any damages that may arise due to misuse or otherwise of the said Core Banking Facilities either by the Customer, its staff, agents, the User/s authorized by the Customer or by any person making an unauthorised access to the Customer's accounts.
- 6. The Customer agree that any discrepancy in the statement of accounts provided to the Customer shall be brought to the notice of the Bank immediately and in the event of any dispute or discrepancy between the statement of accounts provided under the "said Core Banking Facilities" through the Computer and the statement of accounts as maintained by the Bank at its concerned branch, the statement of accounts as maintained by the Bank at its concerned branch, shall for all purpose be binding on the Customer and the Bank shall not be liable to the Customer for any transactions undertaken or made based on the discrepant statement of Account.

### 7. <u>RISKS</u>

The Customer hereby acknowledge that the Customer and the User/s are fully aware of the risks involved in availing the said services which, inter alia, includes:-

a. access by any third person using the Customer's or it's User's password. In such case, the third person would be able to transact through the net and give instructions including Payment Instructions or Third Party Funds Transfer, by which the Customer can suffer loss.

b. The Internet per se is susceptible to a number of frauds, misuse, hacking or other actions which could affect payment instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee by the Bank from such internet frauds, hacking and other actions which could affect the instructions/transactions through the said Services, causing loss to the Customer.

c. The filling of applicable data for transfer and other transactions would require proper, accurate and complete details. In the event of any inaccuracy, the funds could be transferred to incorrect accounts. The Customer and the User/s shall therefore be required to take all precautions to ensure that there are no mistakes and errors and that the information given by the Customer/User/s to the Bank are error free, accurate, proper and complete at all points of time.

d. The Customer is fully aware that the Bank is providing the said Services at the Customer's sole risk and that the Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for any other reasons. On the other hand in the event of the Customer's Account receiving an incorrect credit by reason of a mistake committed by some other Person, the Bank shall be entitled to reverse the incorrect credit at any time without the consent of the Customer. The Customer shall be liable and responsible to Bank and agree to accept the Bank's instructions without questions for any unfair or unjust gain obtained by the Customer.

8. The Customer will not hold the Bank responsible for the Internet Data being hacked or fraudulently used or if the data is used to defame anyone or if the data is used in any manner adverse to the Customer.

### 9. <u>\*(A) EXTERNAL ACCOUNT LINKAGE (THIRD PARTY CREDIT):</u>

The Customer states that in the course of various business activities of the Customer, the Customer would be required to make payments to various Parties. For the purpose of making direct payments to the Parties with whom the Customer has business relationships, the Customer wish to avail the Third Party Fund Transfer facility by which the Customer could directly make credits to the linked accounts of the said third Parties, by debiting the Customers account. The Customer is aware that for availing the said facility, the said third Party to whom funds are to be transferred also should have an account with a Branch of the Bank which is connected with Core Banking and the said third Party should execute a mandate(\*) in favour of the Bank in a format acceptable to Bank. The Customer has requested the Bank to permit such third party fund transfer to the Parties whose names are mentioned in Schedule I of this Agreement. The details of the Account of the Parties, maximum amount that can be transferred on a day/month are interalia stated in the said Schedule I. Any change in the Account number of the Parties, the maximum amount that can be transferred or any modification (addition or deletion) in the list of the said third Parties stated in the Schedule I may be done by the Customer from time to time, by executing and delivering letter in the Bank's standard format(\*\*) along with a mandate(\*) of the third party to whom funds are to be transferred. The Customer by executing and submitting to the Bank the Letter and mandate as stated above and on Bank accepting the same, the **Schedule I** shall be deemed to be modified accordingly as if the details are incorporated therein. The Customer shall ensure that only genuine and bonafide transactions shall be made through the said Core Banking Facilities and no dispute shall arise with the said Third Parties in connection with the payment etc. Customer agrees that under no circumstances the Bank shall be held liable for loss or damage or compensation for any disputes that may arise between the Customer and the said Third Parties.

### (B) EXTERNAL ACCOUNT LINKAGE (THIRD PARTY DEBIT):

The Customer states that in the course of various business activities of the Customer, the Customer would be required to receive payments from various Parties. For the purpose of receiving direct payments from the Parties with whom the Customer has business relationships. the Customer wish to avail the External Account Linkage (Third Party Debit) facility by which the Customer could directly operate the Linked Account/s of said third Parties and withdraw amounts there from and credit the Customer's account. The Customer is aware that for availing the said facility, the said third Party should also have an account with a Branch of the Bank which is connected with Core Banking and the said third Party should execute a mandate (\*\*\*) in favour of the Bank in Bank's standard format and they should also execute a notarised Power of Attorney(\*\*\*\*)in the format acceptable to Bank in favour of the Customer interalia authorising the Customer to operate their Account/s and the same should be submitted to the Bank. The third Parties whose names are mentioned in Schedule II of this Agreement, have given the mandate and Power of attorney as above to enable the Customer to operate the account. The details of the Account of the Parties, maximum amount that can be transferred on a day/month are interalia stated in the said Power of Attorney and in Schedule II. Any change in the Account number of the Parties, the maximum amount that can be transferred or any modification (addition or deletion) in the list of the said third Parties stated in the Schedule II can be made only upon the said third parties executing and delivering fresh mandate (\*\*\*) and Power of Attorney as above and the Customer executing and submitting to the Bank a Letter(\*\*\*\*\*) as per Bank's format and on Bank accepting the same, the Schedule II shall be deemed to be modified accordingly as if the details are incorporated therein. The Customer shall ensure that only genuine and bonafide transactions shall be made through the said Core Banking Facilities and

no dispute shall arise with the said Third Parties in connection with the payment etc. Customer agrees that under no circumstances, the Bank shall be held liable for any loss or damages or compensation for any dispute that may arise between the Customer and the said Third Parties. The Customer is also aware that the Customer shall be able to do the transactions stated hereunder only if there are sufficient funds in the account of the said Third Parties whose accounts are linked and as long as they do not give any instructions to the Bank withdrawing their mandate or instruction for stopping payment.

- 10. It is further agreed by the Customer that if any suit or claim or other proceedings are filed/initiated against Bank by any person in connection with the said Services or any transactions under the same or for reasons arising out of this agreement, the Customer alone shall be liable and shall ensure that the Customer shall pay all costs, expenses (including the lawyers charges and other court expenses), claims and damages that may arise out of such suits/claims.
- 11. The Customer shall pay the Fees/charges as may be stipulated by the Bank from time to time in respect of each and every facility under the said Core Banking Facilities.
- 12. The Customer hereby Indemnify and agree to keep the Bank Indemnified from any loss, damages, claims, suits (including attorneys fees) that may be caused or sustained by the Bank due to providing the "said Core Banking Facilities" to the Customer or due to failure of the system or for violation of any of the Terms and Conditions of the said Core Banking Facilities by the Customer by the Customer's representative, User/s or for any other reason. The Customer further indemnify the Bank for any loss, damages, claims that may be caused or sustained by the Bank due to failure on the Customer's or the Customer's representative's or User/s' to maintain the secrecy of the transactions, User name, Password and Personal identification Number (PIN) or any other codes, any claim by the said Third Parties etc.
- 13. The Customer further agree that the "said Core Banking Facilities" shall be made available to the Customer at the Bank's option and that the same shall be available, subject to the availability of power, Network connectivity to the system etc....and should the same be not available for any reason, the Customer shall not hold the Bank liable or responsible for any reason whatsoever. Bank shall also be within its absolute right to withdraw all or any of the said Core Banking Facilities at any time without notice and without assigning any reason to the Customer and/or the User/s which shall be binding on the Customers and its users.
- 14. The Customer agree that it shall be the Customer's obligation to pay all stamp duties, charges, Taxes and other levies on this agreement and also on the other documents executed/which may be executed by the Customer from time to time. The Customer shall also be liable to bear and pay all taxes or other levies if any imposed from time to time on the said Core Banking Facilities.

In witness whereof executed at	on this	day of	20
Place:	Signature, Nam	e, Seal	
Date:	For M/s		
	Authorised Sign	atory	

We M/s.....have authorized the following User/s for operating the said services on our behalf:

- 1. 2
- 23

I/We the User/s have read and understood the said Agreement and agree to comply with the terms and conditions applicable to User/s

Place: Date : Name and Signature of User/s.

### Schedule I

### Third Party Funds Transfer (Crediting) - List of Parties

Name of the Party	Account No. & Branch	Maximum Amount th Transferred (credited	
		In a day	In a month
1.			
2.			
3.			
4.			

Schedule II

External Account Linkage (Third Party debit) - List of Parties

Name of the Party	Account No. & Branch	Maximum Amount that can be Transferred (debited)	
		In a day	In a month
1.			
2.			
3.			
4.			

Annexure B

(Mandate to be obtained from third parties to whose account credits are to be made by the customer)

Bank of India

Branch

Dear Sir/Madam,

Authority in favour of M/s..... to credit My/Our ..... account with Bank of India.....Branch

Please refer our above mentioned Account with Bank of India, \_\_\_\_\_ Branch.

I/We have business relationship with M/s. .....a Customer of your Bank, where under M/s..... have to make regular payments to me/us from time to time.

I/We further request and authorise you to allow the said M/s..... and/or their representative to credit my/our above stated ......account by such amount/ amounts as may be fixed by M/s ......from time to time by using "Corporate Banking" facility of Bank of India. I/We are aware that the Bank shall be within its sole and absolute discretion to withdraw the said facilities at any time without any notice to me/us or M/s.....

I/We hereby agree that the Bank shall not be held liable or responsible for any unauthorised access beyond the system/security provided by the Bank through hacking etc.. to my/our accounts/records, by the said M/s.....and/or any third parties and the same shall not amount to breach of the Bank's duty of secrecy and I/We waive my/our rights and privileges in this regard.

I/We agree and undertake that Bank shall not be held liable for any liability, claims of any nature, any damages and/or adverse publicity that may arise due to providing the said facilities or due to misuse or otherwise of the said Core Banking Facilities either by the said M/s.....or by any other person and any such disputes shall be settled by me/us with the said M/s......without involving the Bank in any manner. I/We shall hold Bank of India harmless and indemnified and its interest protected on account of acting on my/our above instructions.

Thanking you,

Yours faithfully,

Annexure B1

(To be obtained from the Customer when there is a modification in Schedule I/Addition/ Deletion of Parties – Schedule I)

To Bank of India

\_\_ Branch

Sir,

Modification/amendment to Schedule I of Agreement dated \_\_\_\_\_ executed by me/us

Please refer to para \_\_\_\_\_ and Schedule I of the Agreement dated \_\_\_\_\_ executed by me/us. In terms of the para .....of the said Agreement I/We wish to make the following modification in Schedule I of the said Agreement. Accordingly I/We hereby request you to : – a)\* Delete the following Party/ies from Schedule I :

i) ii)

b)\* Add/Incorporate the following party/ies in Schedule I for the purpose of third party Fund Transfer :

Name of the Party	Account No. & Branch	Maximum Amount that can be Transferred (credited)	
		In a day	In a month
1.			
2.			
3.			

c)\* Make modifications in respect of the following Party/ies in respect of their present instructions given in Schedule I

### **Present Instructions**

Name of the Party	Account No. & Branch	Maximum Amount that can be Transferred (credited)	
		Transierreu (creuite	J)
		In a day	In a month
1.			
2.			
3.			
3. To be modified as :			

Name of the Party	Account No. & Branch	Maximum Amount that can be	
		Transferred (credited)	
		In a day	In a month
1.			
2.			
3.			

This letter shall be kept with the said agreement dated \_\_\_\_\_\_ and shall be deemed to be an integral part of the said Agreement and the contents herein shall be deemed to be a part of Schedule I as if incorporated therein.

Thanking you,

Yours faithfully,

.....

Note:

(In case of Company/Firm/Trust/Society/Association etc this Undertaking Cum Indemnity should be supported by a Board Resolution and signed by the Authorised Signatory/ies.)

Annexure C

(Mandate to be obtained in case of

third party debit from such third parties)

Bank of India

\_\_\_\_\_ Branch

Dear Sir/Madam,

Authority in favour of M/s..... to Debit My/Our ..... account with Bank of India.....Branch

Please refer our above mentioned Account with Bank of India, \_\_\_\_\_ Branch.

I/We have business relationship with M/s. ......a Customer of your Bank, where under we have to make regular payments to said M/s...... from time to time.

I/We wish to authorize M/s...... for doing transaction in my/our Account through the "External Account Linkage (Debit) facility provided to them by the Bank under "Core Banking" and accordingly executed an Irrevocable power of attorney dt...... in their favour in this regard. I/We hereby request and authorise you to link my/our Account No.\_\_\_\_\_ with your \_\_\_\_\_ Branch to the .......for the aforesaid purpose and permit M/s......to operate my account/s through their User/s and create a debit in my account as under :

Account Branch	No.	&	Maximum Amount that can be Transferred (debited)		
			In a day	In a month	

I/We further request and authorise you to allow the said M/s..... and/or their representative to debit my/our above stated account/s by such amount/ amounts as stated above or by such amounts as may be advised by me/us from time to time by using "Corporate Banking" facility of Bank of India. I/We are aware that the Bank shall be within its sole and absolute discretion to withdraw the said facilities at any time without any notice to me/us or M/s.....

I/We hereby agree that the Bank shall not be held liable or responsible for any authorized or unauthorised access beyond the system/security provided by the Bank through hacking etc.. to my/our accounts/records, by the said M/s.....and/or any third parties and the same shall not amount to breach of the Bank's duty of secrecy and I/We waive my/our rights and privileges in this regard.

I/We agree and undertake that Bank shall not be held liable for any claims of any nature, any damages and/or adverse publicity that may arise due to providing the said facilities or due to misuse or otherwise of the said Core Banking Facilities either by the said M/s.....or by any other person and any such disputes shall be settled by me/us with the said M/s......without involving the Bank in any manner. I/We shall hold Bank of India harmless and indemnified and its interest protected on account of acting on my/our above instructions.

The instructions given by me/us including the Power of Attorney executed by us in favour of the said Company are irrevocable and shall not be modified by me/us without your prior written consent.

I/We authorise you to provide user id and password to the officials of the said M/s.....for the purpose of operating the said account.

I/We further agree and undertake that we have read and understood the terms and conditions of the said facilities and we are also fully aware of the risks involved by permitting the said M/s.....to operate our account through their officials which includes –

a. access by any third person using the said M/s.....or its User's password. In such case, the third person would be able to transact through the net and give instructions including Payment Instructions or Third Party Funds Transfer, by whichI/We can suffer loss.

b. The Internet per se is susceptible to a number of frauds, misuse, hacking or other actions which could affect payment instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee by the Bank from such internet frauds, hacking and other actions which could affect Payment Instructions to the Bank causing loss to me/us.

c. I/We am/are fully aware that the Bank is providing the said Services at my/our sole risk and that the Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for any other reasons.

d. I/We shall not hold the Bank responsible for the Internet Data being hacked or fraudulently used or if the data is used to defame anyone or if the data is used in any manner adverse to me/us.

e. I/We hereby Indemnify and agree to keep the Bank Indemnified from any loss, damages, claims, suits (including attorneys fees) that may be caused or sustained by the Bank due to providing the "said Core Banking Facilities" or due to failure of the system or for violation of any of the Terms and Conditions of the said Core Banking Facilities by M/s..... or their representative, User/s or for any other reason.

I/we agree that it shall be my/our obligation to pay all stamp duties, charges, Taxes and other levies on this agreement and also on the other documents executed/which may be executed by me/us from time to time.

Thanking you,

Yours faithfully,

.....

### Annexure C2

(To be executed by Customer when there Is change in Schedule II/addition/ Deletion of Parties in schedule II)

То

Bank of India

\_\_\_\_\_ Branch

Sir,

Modification/amendment to Schedule II of Agreement dated \_\_\_\_\_ executed by me/us

Please refer to para \_\_\_\_\_ and Schedule II of the Agreement dated \_\_\_\_\_ executed by us. In terms of the para .....of the said Agreement I/We wish to make the following modification in Schedule II of the said Agreement. Accordingly I/We hereby request you to : – a)\* Delete the following Party/ies from Schedule II :

i)

ii)

b)\* Add/Incorporate the following party/ies in Schedule II for the purpose of External Account Linkage (third party debit) :

Name of the Party	Account No. & Branch	Maximum Amount that can be	
		Debited	
		In a day	In a month
1.			
2.			
3.			

c)\* Make modifications in respect of the following Party/ies in respect of their present instructions given in Schedule I

### **Present Instructions**

Name of the Party	Account No. & Branch	Maximum Amount that can be Debited	
		In a day	In a month
1.			
2.			
3.			
To be modified as :			

Name of the Party	Account No. & Branch	Maximum Amount that can be Debited	
		In a day	In a month
1.			
2.			
3.			

This letter shall be kept with the said agreement dated \_\_\_\_\_\_ and shall be deemed to be an integral part of the said Agreement and the contents herein shall be deemed to be a part of Schedule II as if incorporated therein.

Thanking you,

Yours faithfully,

.....

Note:

(In case of Company/Firm/Trust/Society/Association etc this Undertaking Cum Indemnity should be supported by a Board Resolution and signed by the Authorised Signatory/ies.)

### Annexure D

### (Power of attorney in case of third party debit to be executed by such third party in favour of the Customer)

Account Type	No.	and	Branch

(hereinafter referred to as the "said Account/s")

WHEREAS I/We are having business relations with M/s. \_\_\_\_\_\_, a Company incorporated under the Companies Act having its office at \_\_\_\_\_\_\_ (hereinafter referred to as the "Attorney") and in the course of business transactions I/We will be required to make payments to the Attorney. For the purpose of making various payments in connection with the various business transactions, I/We desire to appoint them as our Attorney authorizing them to access my/our said Account/s directly and make debits from my/our said Account/s through the Core Banking Facilities provided by Bank of India.

NOW BY THESE PRESENTS, I/We \_\_\_\_\_\_ having our Registered Office/residing at \_\_\_\_\_\_ do hereby execute this general Power of Attorney and hereby constitute, nominate and appoint M/s. \_\_\_\_\_\_ as my/our Attorney and to act through its officials/representatives to act, do or execute or cause to be done or executed for me/us in my/our name and on my/our behalf of all or any of the acts/deeds and things hereinafter mentioned: -

- i. To approach Bank of India with a request to link the Attorney accounts with our said Accounts.
- ii. To access our said Account/s, view the same, cause debit and withdraw amounts as under and credit the same to the Attorney through the Bank of India's Core Banking services:

Account No. & Branch	Maximum Amount that can be Transferred (debited)	
	In a day	In a month

- iii. To obtain from Bank of India such passwords, user ids and other requirements in connection with linking the Attorney accounts with my/our said Accounts for the above.
- iv. What ever acts or deeds done by the Attorney shall be deemed to be done by me/us with my/our full authority and I/We shall also confirm and ratify all acts, transactions, etc. done by the Attorney in connection with the transactions in our said Account/s.
- v. The Attorney is also authoried to submit the original of this deed to Bank of India to enable the Bank to permit the said Company to do transactions as above.
- vi. This Power of Attorney shall be irrevocable and shall not be revoked or modified by me/us without the Attorney's and Bank of India's written consent.

In Witness whereof, I/We have executed this General Power of Attorney on this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of the following witnesses : -

### WITNESSES

(In the Presence of Notary Public)

Signature

### Annexure E

### Specimen Resolution for "Bank of India Star Connect (Core Banking) Services (Common Format)

Resolved that the Company/Firm/Trust/Society/Association\* do avail the various services provided by Bank of India (Bank) under the "Bank of India Star Connect(Core Banking) Services" on the terms and conditions as laid down and added/amended from time to time by the Bank for the purpose.

Resolved that the following directors/partners/trustees/members/officials\* namely,

Shri \_\_\_\_\_\_ Shri

Shri

be hereby severally/jointly\* authorised to convey to Bank of India, acceptance on behalf of the Company/Firm/Trust/Society/Association\* of the terms and conditions contained in the Application form for "Bank of India StarConnect (Core Banking) Services" and its Annexures / published on the Bank's website at <u>www.bankofindia.com</u> and also to execute the Application form and other necessary documents including Indemnity on behalf of the Company/Firm/Trust/Society/Association\* as may be required by the Bank for providing the said facility.

Resolved further that the following officials namely,

Shri	•	
Shri		
Shri		

are severally/jointly\* authorised (User/s) to operate on behalf of the Company/Firm/Trust/Society/Association\* through "Bank of India Star Connect (Core Banking) Services", the Account(s) of the Company/Firm/Trust/Society/Association and carry out transactions including:

- i) Viewing the details of the Account(s)
- ii) Fund transfer from the Account(s)
- iii) Third Party Fund transfer(without linking third party account)
- iv) External account linkage (credit and/or debit)
- v) Multi level work flow for fund transfer
- vi) Request for cheque books, issuing stop payment of cheque
- vii) Opening of LC Bill lodgment
- viii) Causing a debit balance in the Account(s)
- ix) Such other facilities as may be provided by the Bank from time to time.

as per the access specifications authorised in the "Bank of India Star Connect (Core Banking) Services". Resolved further that whatever action or omission by the User/s shall be binding on the Company/Firm/Trust/Society/Association\* and shall not be challenged by the Company/Firm/Trust/Society/Association\*. The User/s are also authorized to sign/execute necessary documents, confirmations etc. as may be required by the Bank form time to time.

Resolved further that Bank of India be and are hereby authorised to accept all the instructions of User/s through the "Bank of India Star Connect (Core Banking) Services" in respect of Company/Firm/Trust/Society/Association\* Account(s) and shall be ratified by the Company/Firm/Trust/Society/Association\*. The Company/Firm/Trust/Society/Association\* shall indemnify and keep the Bank indemnified and harmless and their interest protected on account of the Bank executing such instructions by the User/s.

Resolved further that \_\_\_\_\_\_ of the Company/Firm/Trust/Society/Association\* be and is hereby authorised to furnish a copy of this resolution certified as true to the Bank.

Important: \* delete whichever is not applicable

<u>Note</u> : This is a model format and can be modified to suit precise requirement.