



Date :

The Manager,
Bank Maybank Indonesia,
Mumbai Branch

RTGS/NEFT Transaction Request Form

Please tick the preferred option:

RTGS	<input type="checkbox"/>
NEFT	<input type="checkbox"/>

NEFT

We hereby request you to make the remittance as per details the details given below:

Amount to be remitted (in figures)_____

Amount to be remitted (in words)_____

Beneficiary Name_____

Beneficiary Account Number_____

Beneficiary Bank Name_____

Beneficiary Bank Branch Name_____

Beneficiary Bank IFSC Code_____

(Mandatory 11 character field)

Applicant (Remitter) Details_____

Account Name_____

Debit Account Number_____

Purpose of Remittance_____

Stamp &Signature(s) of Authorised Signatory



Terms & Conditions in respect of Real Time Gross Settlement ('RTGS')/ National Electronic Funds Transfer ('NEFT') Transactions

1) Definitions

For the purposes of these Terms and Conditions:

- **'Bank'** shall mean PT Bank Maybank Indonesia Tbk
- **'Customer'** shall mean the person/entity named hereinabove.
- **"Beneficiary"** means the person designated as such, and to whose account payment is directed to be made in a payment instruction.
- **'RBI'** shall mean the Reserve Bank of India.
- **'RTGS'** shall mean the RBI operated 'Real Time Gross Settlement' system which facilitates on-line real time settlement of payments either on gross basis or through multilateral settlement batches.
- **'NEFT'** shall mean 'National Electronic Funds Transfer' facility through the RBI NEFT system established by RBI guidelines for carrying out inter-bank funds transfers within India (and from India to Nepal).
- **'Security Procedure'** shall mean a procedure established by agreement between the Bank and the Customer for the purpose of verifying that the payment order or communication amending or cancelling a payment order transmitted electronically is that of the Customer or for detecting error in the transmission for the content of the payment order or communication. A security procedure may require the use of algorithms or other codes identifying words or numbers, encryption, call-back procedures, or similar security devices.

2) Scope

1. These terms and conditions shall govern every payment order issued by the Customer unless communicated otherwise by the Bank.
2. These terms and conditions shall be in addition to and not in derogation of all rules, regulations and guidelines applicable to RTGS and NEFT services including but not limited to RTGS System Regulations 2013 etc. The Customer hereby agrees that they have read and understood all applicable rules, regulations and guidelines and agree that the rights and obligations provided therein in so far as it relates to the Customer shall be binding on them in regard to every payment order issued by him/it for execution in the NEFT /RTGS System.
3. The Customer understands and agrees that nothing mentioned herein shall be construed as creating any contractual or other rights against the RBI or any participant in the NEFT / RTGS System other than the Bank.



3) Commencement and Terminations

1. These terms and conditions shall come into force as soon as a request for NEFT / RTGS is made by the Customer and / or a Security Procedure is established by mutual agreement between the Bank and the Customer.
2. These terms and conditions shall remain valid until it is replaced by another understanding or terminated by the Bank or the account of the Customer is closed, whichever is earlier.
3. Notwithstanding the termination of these terms and conditions, the parties hereto shall be bound by all transactions between them in regard to NEFT / RTGS Facility availed of by the Customer, before the termination.

4) Security Procedure

1. For the purpose of agreement for Security Procedure, the Bank may offer one or more or a combination of one or more security device.
2. A Security Procedure once established by agreement shall remain valid until it is changed by mutual agreement.

5) Rights and obligations of the Customer

1. The Customer shall be entitled to, subject to other terms and conditions mentioned herein, issue an RTGS/NEFT request for execution by the Bank. The Customer undertakes to execute such other documents and writings in addition to the instructions for making transfer of funds via NEFT and/or RTGS, in a form and manner satisfactory to the Bank, as the Bank may require.
2. The RTGS/NEFT request shall be issued by the Customer with complete particulars provided and within the timelines specified by the Bank, from time to time. The Customer shall be responsible for the accuracy of the particulars given in the RTGS/NEFT request forms and shall be liable to compensate the Bank for any loss arising on account of any error in the RTGS/NEFT request.
3. The Customer shall be bound by the RTGS/NEFT request executed by the Bank, if the Bank had executed the RTGS/NEFT in good faith and in compliance with the Security Procedure.
4. The Customer shall ensure availability of funds or available limits in Customer's account before submitting the request to the Bank. However, if the Bank executes the RTGS/NEFT without proper applicable funds being available in the Customer's account the Customer shall be bound to pay to the Bank the amount debited to Customer's account for processing the RTGS/NEFT transaction pursuant to Customer's RTGS/NEFT request, together with the charges including interest payable to the Bank.
5. The Customer hereby authorizes the Bank to debit Customer's account for any liability incurred by the Bank for and due to the execution of any RTGS/NEFT request issued by Customer to the Bank.



6. In case the Customer requests the Bank to cancel or modify any RTGS/NEFT request for whatever reason after submission of the RTGS/NEFT request to the Bank, the Bank will make all reasonable efforts to comply with the Customer's request on a best effort basis. However, the Bank is not liable for any failure to cancel or modify the RTGS/NEFT request, if such request is received at a time or under circumstances that renders the Bank unable to comply with the Customer's request.

7. The Customer agrees that the Bank is not bound by any notice of revocation unless it is in compliance with the Security Procedure.

8. The Customer acknowledges and understands that the completion of transactions for transfer of funds based on the Customer's instruction shall involve various counter-parties. The Customer confirms that the Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances outside the control of the Bank.

9. Customer agrees that in the event of any loss suffered by the Customer on account of:

- Delay on the Bank's part in the execution of the RTGS/NEFT pursuant to a RTGS/NEFT request submitted as per the Security Procedure, where such delay has arisen due to negligence or fraud on the part of any employee of the Bank, the Bank's liability shall be limited to compensate the Customer at the current repo rate plus 2% per day.
- Error in the execution of the RTGS/NEFT, pursuant to a RTGS/NEFT request submitted as per the Security Procedure, where such error has occurred due to negligence or fraud on the part of any employee of the Bank, the Bank's liability shall be limited to the extent of refund of the principal amount together with interest at the current repo rate plus 2% upto the date of refund.

10. Under no circumstances, shall the Customer be entitled to claim any compensation in excess of that which is provided above for any breach of these terms and conditions or otherwise.

11. Customer agrees that no special conditions shall be attached to any RTGS/NEFT request. .

12. The Customer agrees to indemnify the Bank and shall keep the Bank indemnified from time to time and at all times hereafter from any loss, claim, damage, cost, charge and expenses how-so-ever caused or arising out of or in connection with the services offered by the Bank in terms of these terms and conditions, any fraudulent/improper instructions, save and except that caused through the Bank's own error, gross negligence or misconduct.

13. The Customer shall ensure that the NRE accounts of beneficiaries, if any, will be included in the RTGS/NEFT request after ensuring compliance with the rules/regulations issued by Reserve Bank of India (Foreign Exchange Department) from time to time.

14. The Customer will ensure the Security Procedure established by the Bank for the purpose of verifying that the payment order or communication is that of the Customer or for detecting error in the transmission for the content of the funds transfer request or communication. A Security Procedure may require the use of algorithms or other codes identifying words or numbers, encryption mode, callback procedure or similar security devices. A Security Procedure once established shall remain valid until amended by the Bank.



15. The Customer understands that the Reserve Bank of India and/or any other agency/company appointed by RBI in this regard shall be an intermediary/ service provider in the process of settlement of a transaction initiated using any of NEFT/ RTGS and, subject to the availability of sufficient funds in the Customer's account, a transaction should be deemed to be complete in all respects a) in case of RTGS fund transfer facility upon settlement of the transaction upon the central system of RBI, b) in case of NEFT fund transfer facility if the transaction message is not returned unaffected by the Bank within a reasonable time (decision of Bank as regards reasonable time shall be final). RTGS and NEFT transaction shall be deemed to be settled at the time when the Customer's account has been debited and the account of the Beneficiary has been credited in central system of RBI.

16. The Customer understands that the provision of NEFT/RTGS is subject to Indian laws and the guidelines and regulations issued from time to time by RBI in this behalf.

6) Rights and obligations to the Bank

1. The Bank shall execute the RTGS/NEFT request issued by the Customer duly authenticated by the Customer as verified by the Security Procedure, unless:

- the funds available in the account of the Customer are not adequate or properly applicable to comply with the RTGS/NEFT request and the Customer has not made any other arrangement to meet the payment obligation,
- the RTGS/NEFT request is incomplete or it is not issued in the agreed form,
- the RTGS/NEFT request is attached with notice of any special conditions,
- the Bank has reason to believe that the RTGS/NEFT request is issued to carry out any unlawful transaction,
- the RTGS/NEFT request cannot be executed under the RBI's RTGS, and/or NEFT system.

2. No RTGS/NEFT request issued by the Customer shall be binding on the Bank until the Bank has accepted it. The Bank will make all reasonable efforts to comply with Customer request; however, the Bank shall not be liable for any failure to execute the RTGS/NEFT request, if such request is received at a time or under circumstances that render the Bank unable to comply with the Customer's request.

3. The Bank shall, upon execution of every RTGS/NEFT request be entitled to debit the designated account of the Customer, the amount of the funds transferred together with charges payable thereon, whether or not the account has sufficient balance.

4. The Bank shall issue to the Customer an acknowledgment for each RTGS / NEFT request. The Customer shall verify the acknowledgment and immediately report any discrepancy in the Beneficiary details given therein, such as - Beneficiary's name, account number and type, bank, branch and city. The Customer agrees that he shall not be entitled to dispute the correctness of the execution of the RTGS / NEFT request and/or of the amount debited to his account, if he fails to notify to the Bank the discrepancy immediately upon receipt of the acknowledgment.



5. The Bank shall issue a confirmation to the Customer (remitter) on the mobile number / email id as indicated in the RTGS / NEFT request form, for successful credit of funds to the Beneficiary's account for NEFT transactions.

6. The Bank shall have the right to maintain all transaction data for a period of at least ten (10) years or such other time period as specified by RBI from time to time.

7. The Bank shall set up Customer facilitation centres for handling complaints related to RTGS transactions. The details of Customer facilitation centers viz., nodal person and contact numbers shall to be displayed at the Bank's website at www.maybank.co.in and its branch office (es). The Customers may send their unresolved complaints to the Chief General Manager, RBI, Customer Service Department.

7) CONDITIONS OF TRANSFER

1. The Bank shall not be liable for any loss or damage arising or resulting from delay in transmission delivery or non-delivery of electronic message or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message from any cause whatsoever or from its misinterpretation received or the action of the destination bank or any act or event beyond control.

2. All payment instructions should be checked carefully by the Customer.

3. NEFT / RTGS requests received after cut-off time will be sent on the next working day.

8) RTGS / NEFT PROCESSING CHARGES

• The Bank shall provide the RTGS/NEFT facilities to the Customers at the following rates for all outward transactions as prescribed by the RBI:

RTGS Value Band	Maximum Customer charges
Rs. 2,00,000/- to Rs. 5,00,000/-	Rs.25/-.
Above Rs. 5,00,000/-	Rs.50

RTGS Value Band	Maximum Customer charges
Up to Rs. 10,000/-	Rs. 2.50/-
Rs. 10,001/- to Rs. 1,00,000/-	Rs.5/-
Rs. 1,00,001/- to Rs. 2,00,000/-	Rs.15/-
Above Rs. 2,00,000/-	Rs.25/-

9) Force Majeure

• The Bank is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. Further provided that where performance by the Bank is dependent



upon performance by a third party and such performance is delayed or fails in such circumstances, the Bank shall not be obliged to perform (or shall be given such extended time to perform as is necessary in the circumstances) such obligations.