



CMS Collections Application Form

Client Detail

Name of Company

Nature of Business

Contact Details

Customer Address

CityPINState

Existing CMS customer

Yes

No

If Yes, please mention Corp. ID

Constitution

☐ Sole Proprietorship

☐ HUF

☐ Partnership

☐ LLP

☐ FI

☐ Private Ltd

☐ Public Ltd.

☐ Bank

☐ Govt. Body

☐ TASC

☐ Others

Whether the merchant is registered under GST?

Yes

No

 If Yes, please fill below mentioned details. if gst is not applicable Please mention the reason.GSTIN NumberReason if GSTIN is not applicable: PAN Number :

Email ID (For MIS Purpose) 1

Email ID (For MIS Purpose) 2

Email ID (For MIS Purpose) 3

Credit AccountCharge Recovery account

PRODUCTS & SERVICES

Cheque Collection

Cheque Pickup

Daily

Oncall

Pickup address 1

Pickup address 2

CityPINState

Note : If Multiple locations, you may provide the annexure.

Setup Charges (One Time)

Pickup Charges (per point)Processing Charges (per instrument)

Instruments returned unpaid (per return)

Document pickup/delivery (per visit)

Cash Collection and Delivery

Service Required :

Cash Deposit

Cash Pickup

Cash Delivery

Frequency :

Daily

On call

Pickup address 1

Pickup address 2

CityPINState

Note : In case of multiple locations, please attach annexure

I/We wish to furnish the following details on the cash transaction done or that will be done in our account under CMS/DSB arrangement with SBM Bank

A: Specify industry and Business Model

B: The source of the cash for the deposit is

C: The Purpose of the cash withdrwal is

One-time Setup:

Cash Pickup/Deposit Charges:

Cash Delivery/Payout Charges

Limit breach per instanceSpecial Pickup charges (Holidays/Saturday /Sunday/additional)

E-Collection

CIB Registered	☐ Yes	☐ No	(If yes, please mention CIB corp ID)	
Validation Type :	☐ Full	☐ Partial	Validation Source :	☐ VAM ☐ API
MIS Frequency :	☐ EOD	☐ 30 Minutes	☐ Hourly	☐ Every 2 hours
MIS Report Type :	☐ Email	☐ SFTP		
One Time Setup Charges		Per Trasaction Charges		VA Creation Charges (per VA)
Inactive VA charges (per VA)		Annual Maintenance Charges		API Integration Charges
Preferred Corp. ID(4 digit) :		VA Length:		VA Count (no. of account):
UAT URL :				UAT IP:
PROD URL:				PROD IP:
Multiple Credit Account :	☐ Yes	☐ No	(Please provide separate annexure for multiple credit accounts' numbers)	
Credit Account 1 :				
Credit Account 2 :				
Credit Account 3 :				

NACH (Mandate Based Collection)

Direct Debit :	☐ Physical NACH Mandate	☐ E-Mandate
Utility Code:		
Pricing:		
One Time Setup Charges :	Mandate Registration Charges	Transaction Processing Charges
Pickup Charges (per month)	Transaction Returned Charges:	Mandate Returned Charges
Mandate Modification/Cancellation Charges		
API Integration Charges (E-NACH)		
API Service/Response Charges		
Inactive / Dormant Per transaction (Beyond 24 months)		

POS Services

No. of Devices :	MCC code :
Pricing :	
One Time Setup Charges:	Monthly Charges (per POS Device) :
Card Type & Fee : Charges (in %)	
Debit Card Transaction > INR 2000	Debit Card Transaction < INR 2000
Credit Cards - Regular	Credit Cards - Premium Corporate / Amex/ International
UPI - Recon & Settlement Fees	

Payment Gateway

One time Integration Charges:
Transaction fee: Net Banking Charges: Debit Card - Visa and MasterCard <= 2000 Debit Card - Visa and MasterCard >= 2000
Credit Card - Visa and MasterCard : UPI - Recon & Settlement Fees Wallets

SBM Multipay (Single, Bulk, API Banking)

Payment Modes (Per transaction)	☐ IFT	☐ NEFT	☐ RTGS	☐ IMPS	☐ UPI
E-Tax Payment	☐ GST	☐ Custom Duty	☐ Other Tax/Statutory payments (Direct Tax/ESIC/Provided Fund)		
One-time Setup Charges:	API Integration charges:		Annual Maintainance Charges		

Note: Government Taxes extra as applicable.

Authorized Signatory
(Rubber Seal of Company Required)

Cash Management Service Terms and Conditions

All the commercials are excluding taxes.

All the above mentioned charges/ commercials are subject to bank's approval and may be revised from time to time.

We have read and understood the terms and conditions and hereby agree to terms stated in this CMS Application Form.

We have declared that all the information given in the CMS application are true and correct.

We agree and authorize SBM Bank to use the document for the particular product availed and will not return to me /us.

We understand that Cash Denominations of rs 100 and above only will be accepted by our vendor appointed under Cash Management Service.

We further agree to accept information about new products, services and features introduced or offered by the Bank from time to time via phone/email/SMS/direct communication from a bank official.

These Terms and Conditions (T&Cs), including terms under respective services section govern the Cash Management Services and by signing the Cash Management Services Application Form (CMS Form) and/or by accepting the service proposal and/or by using the Bank's Cash Management Services, you agree to be bound by these T&Cs at all times.

1. Definitions:

- i. "Account" shall mean any bank account of the Client other than the term deposit account(s) held with SBM Bank or any other bank in India, which is designated as eligible account by SBM Bank for the Cash Management Services.
- ii. "Affiliate" with respect to SBM Bank shall mean any Company, Corporation, Association or Other entity, which indirectly, Controls, is controlled by or is under common control, with SBM Bank, where "control" (and its derivatives) means: (a) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person, or other entity through the ownership of voting securities; or (b) direct or indirect ownership in the aggregate of fifty percent (50%) or more of any class of voting or equity interests in the other corporation, person, or entity.
- iii. "Agreement" shall mean and includes this Agreement, all Schedules hereto and any amendments to the same from time to time.
- iv. "Application" shall mean application(s) for availing of the Services from SBM Bank in form and manner prescribed by SBM Bank.
- v. "Authorized Persons" shall mean any person(s) authorized to operate the Account and informed by the Client to SBM Bank in writing at the time of Account opening or such other person(s) authorized to operate the Account from time to time and notified by the Client to the Bank in writing.
- vi. "Client Bank" shall mean any bank that has submitted an Application to SBM Bank for the purpose of availing Cash Management Services from SBM Bank for and on behalf of its own Clients.
- vii. "Channels" shall mean e-mail, letters, branches, web interface of SBM Bank or interface installed at the Client's server or other electronic communication method permitted by SBM Bank through which the Client or Client Bank may supply/make available the requests for Disbursements or Instruments, the details of the Beneficiaries and other instructions for the Services.
- viii. "Client" shall mean any Person having an Account or requesting for availing any or all the Cash Management Services through an Application, which Application has been accepted by SBM Bank and shall include the Client Bank and its Clients where the context so requires.
- ix. "Correspondent Bank" shall mean any other Bank with whom SBM Bank has entered into arrangement for extending the Facility/Facilities or Service(s).
- x. "Execution Date" with respect to the T&Cs would mean the date on which Cash Management Services [CMS] application form has been signed by the Client or the service proposal has been accepted by the Client. 'Execution Date' with respect to payment instructions would mean the date mentioned in the respective payment instruction, being a Business Day for payment on behalf of the Client.
- xi. "Facility/Facilities" or "Service/s" shall mean Cash Management Services offered by SBM Bank to the Client as more particularly described in the corresponding Schedules here under. The term "Facility/Service", when used in the Schedules here in shall mean the facility covered under the respective Schedules.
- xii. "Instrument" shall mean cheques [including Post Dated Cheques {PDCs}], demand drafts, pay orders and any other instruments of similar nature in respect of which services are offered by SBM Bank.
- xiii. "Locations" shall mean such locations where SBM Bank may provide the Cash Management Services as agreed in the Application and such other locations as may be intimated by SBM Bank to the Client from time to time.
- xiv. "Person" shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm and any other association of persons whether registered or not;
- xv. "Third Party" shall mean and includes a Representative, Agent, Correspondent Bank(s), Courier, Vendor or any other third party appointed by SBM Bank to provide Services under the present T&Cs.
- xvi. "Website" refers to the website owned, established and maintained by SBM Bank at the URL 'www.sbm bank.com'. Capitalized terms used in the main body of the Terms and Conditions but not defined herein shall have the meaning ascribed to them in the Schedules. Words or expressions used in these Terms and Conditions, but not specifically defined herein shall have the respective meanings assigned to them by SBM Bank or Reserve Bank of India from time to time. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". Words importing any gender include the other gender. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force."

Applicability : The Client shall make an application to SBM Bank for use of the Facility. SBM Bank shall be entitled at its sole discretion to accept or reject any application as may be submitted by the Client. By applying for or availing of the Facility, the Client acknowledges as having read, understood and accepted these T&Cs and agrees to abide by the same.

Authorized Signatories: The Client shall, from time to time, furnish to SBM Bank, the specimen signatures of its authorized representatives who are authorized to execute/endorse Instruments and receive or collect Instruments and provide instructions to SBM Bank on behalf of the Client. The Client shall, from time to time, provide SBM Bank the IP addresses of the transaction Initiators who are authorized to send/receive the transaction files on behalf of the Client.

Communication: The Client agrees that SBM Bank may send information including data, statements and reports to the Client relating to the Facility via electronic mail to an address designated by the Client for that purpose in the application. The Client recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. SBM Bank may need to share, store or transmit information about Client or any of the Account(s), within SBM Bank or with any agent or third party used by SBM Bank for the purpose of providing the Services. Any such sharing, storage or transmission of such information will be done on a confidential basis and SBM Bank will endeavour to maintain strict confidentiality of such information unless: (a) otherwise required by any applicable law, regulation or request of any public, regulatory or judicial authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) SBM Bank deems disclosure necessary to provide Services. SBM Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption and delay in delivery or any pecuniary loss. SBM Bank shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, Instruction, information or message, or (b) the transmission or delivery of any such data, Instruction, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, Instruction, information or message.

Authorized Signatory
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Transfers Limited to Available Funds: SBM Bank is under no obligation to comply with any payment instruction or to make any fund transfer that would exceed the available funds in/available limit on the Account(s) designated for such payment instruction. However, if SBM Bank executes the payment instruction(s) without properly applicable funds being available in the Account, the Client shall be bound to pay to SBM Bank, principal amount together with interest and other charges payable to SBM Bank.

Representations and Warranties:

- i. Client hereby represents and warrants that these T&Cs have been duly executed and delivered by the duly authorized representative(s) of the Client and constitutes a legal, valid and binding obligation on the Client and shall be enforceable against the Client in accordance with its terms.
- ii. The Client 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.
- iii. The Client fully understands, agrees and is satisfied with all the features of services offered including its usage for achieving the purpose for which Client is availing the services.
- iv. Client is solely responsible for the accuracy, completeness and timeliness of instructions in line with that specified by SBM Bank from time to time.
- v. Client is solely responsible for ensuring that the use of services achieves the intended purpose.
- vi. Client shall be bound by any instruction executed by SBM Bank if SBM Bank had executed the instruction(s) in good faith.
- vii. Client hereby authorizes SBM Bank to debit the Account and/or exercise right of setoff for any liability incurred by SBM Bank for and due to the execution of any payment instruction issued by the Client to SBM Bank.
- viii. Client will ensure the security procedure established by SBM Bank for the purpose of verifying that the payment order or communication is that of the Client or for detecting error in the transmission for the content of the funds transfer request or communication is adhered. A security procedure may require the use of some codes of algorithms or other codes identifying words or numbers, encryption mode, call back procedures or similar security devices. A security procedure once established shall remain valid until amended by SBM Bank.

MIS/Reports: Bank may at its sole discretion provide information including data, statements and reports to Client relating to these Facility/Facilities/Services via (a) electronic mail to an address designated by Client or (b) any other electronic method including SMS. Client recognises that such information would be of a confidential nature and that the information may be intercepted, read, modified or altered by any person during such transmission and internet communications cannot be guaranteed to be timely, secure, error or virus-free. The Bank does not accept liability for any delays, errors or omissions and shall bear no liability whatsoever for any direct, indirect or consequential loss arising out of such information being sent over the internet whether caused by Bank or other third parties.

Term and Termination: These T&Cs will continue to be in effect until terminated by either party with at least thirty days prior written notice to the other party. Either party may terminate one or more Services without affecting other Services. These T&Cs shall remain valid until it is replaced by another set of T&Cs or terminated by either party whichever is earlier. If, the Client suffers distress or execution or commits an act of bankruptcy or goes into liquidation or if a Court Receiver is appointed over any part of the Client's business/property, then SBM Bank shall have the right to terminate these T&Cs forthwith. Notwithstanding anything contained to the contrary, any rights, liabilities and obligations arising due to the acts done prior to the date of termination shall continue to be binding on the Client and SBM Bank and the T&Cs shall be valid and binding to that extent.

Provision of Services: Cash Management Services may be provided by SBM Bank either directly and/or through a third party. Client agrees that any arrangements made by SBM Bank to facilitate the quick movement of services would be acceptable to them and that they agree to the operational procedure as advised by SBM Bank. Client agrees that SBM Bank may appoint these third party/ies at its sole discretion and without Client's prior approval or knowledge.

Fees : The Client agrees to pay service charges including one-time setup fee and processing charges to SBM Bank, at agreed frequency as may be agreed between SBM Bank and the Client from time to time, and all statutory dues including GST (including any Cess thereon), Stamp Duty, etc. payable in respect of these T&Cs or any other deeds or documents to be executed in pursuance hereof shall be borne and paid solely by the Client. The Client is obliged to pay stamp duty as may be applicable to this T&Cs and undertakes to pay or reimburse to SBM Bank all such stamp duty as applicable under the respective State Laws. Client hereby expressly provides consent for deduction/adjustment/recovery of applicable amount by SBM Bank before extending the services. In the event of Force Majeure, the Client allows SBM Bank to recover all the applicable charges irrespective of the agreed facilities provided under CMS was availed or extended. Charges for the services availed would be auto-debited from the customer's account. In the process of recovery of charges, if the account balance is not sufficient to honour the bill amount, there would be a lien marked to the account to the extent of the outstanding amount and subsequent re-attempts for the recovery would be executed until the bill amount is completely recovered and Bank also reserves the right to recover the charges from the collection proceeds.

Right of Set-off: SBM Bank shall have the banker's lien and right of set-off, on the deposits, funds or other property of the Client with SBM 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.

Indemnity: The Client agrees to indemnify, without delay or demur, SBM Bank and its agents and keep SBM Bank and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which SBM Bank may suffer or incur, directly or indirectly, arising from or in connection with:

- SBM Bank providing the Facility to the Client;
- Any loss, mishandling or misuse of Instruments;
- Defect in or absence of title of the Client or the Beneficiary under the Instruments or forgery or alteration of the Instruments;
- Any Instruments which are returned unpaid or any Instruments which are dishonoured;
- Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
- Any error, default, fraud, acts, omission, negligence, misfeasance, malfeasance or misconduct of the Client's employees or any agents;
- Any claim by any Beneficiary or third party in relation to any Instrument or otherwise;
- Breach of any obligations, representations, warranties or undertakings by the Client;
- Any inaccuracy, error or omission of any data, information or message as provided by the Client, or the transmission or delivery of any such data, information or message as provided by the Client; or any payment/s against counterfeit or forged Instruments/Cash;
- Any unauthorized modification to the network connection/s used in relation to the Facility;
- Any Instructions including but not limited to stop payment Instructions issued by the Client;
- Payments of any Instruments fraudulently en-cashed, including chemically altered/fake Instruments;
- Any frauds committed due to the Client/its employees/representatives not adhering to good practices as suggested by SBM Bank, from time to time;
- i. The written demand by SBM Bank as to the loss/damages shall be final, conclusive and binding on the Client and the Client shall be liable to pay on demand, without any contestation/ demur the amount of such loss/damage to SBM Bank.
- ii. All indemnities given by the Client to SBM Bank shall survive the termination of the Facility.

Limitation of Liability: Notwithstanding anything contained contrary herein or elsewhere, SBM Bank shall have no liability to the Client or any other person for any consequential, compensatory, special or other damages, including without limitation damages for lost profits or loss or damages from subsequent wrongful dishonour caused by any error, act, delay or omission by SBM Bank, even if SBM Bank has been advised of the possibility of such damages.

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Force Majeure: SBM Bank will not be responsible for non-performance or delay in the performance of one or more Services that is caused by circumstances beyond its control. Circumstances beyond SBM Bank’s control include, but are not limited to, fires, casualty, breakdown in equipment, communication line or systems failure, power failure, lockout, strike, unavoidable accident, act of God, pandemic like situations, terrorism or threat of terrorism, riot, war or other enactments, issuance or operation of any adverse governmental law, ruling, regulation, investigation, order or decree, or emergency that prevents SBM Bank from operating normally.

Notices : Except where specifically provided for, any notice, demand or other communication under these T&Cs, except where it expressly permits otherwise, shall be in writing addressed to the Client at the last address notified to SBM Bank in writing or at the registered office or corporate office address of the Client known to SBM Bank, and addressed to SBM Bank at its India office or such other address as SBM Bank may notify to the Client for this purpose. Any such notice, demand or other communication may be delivered by post, by facsimile transmission and/or any form of electronic mode and shall be deemed to have been delivered to the Client on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission and to SBM Bank, on the day of actual receipt.

Change of Terms: SBM Bank may modify, terminate and/or suspend the Services including the present T&Cs to the Client anytime with or without prior notice, due to changes in rules, regulations and laws set by relevant tax authorities/regulators or due to changes in SBM Bank’s internal policies. Any change in these T&Cs due to the above reasons shall become applicable upon notice to the Client which SBM Bank shall endeavour to give by email or by displaying the amended Terms and Conditions on its Website or in any manner, it may deem fit. Continuance by the Client to avail the Facility after amendment of the terms and conditions shall be deemed to be acceptance by the Client of the amended terms and conditions.

Cancellation of Instruction: In case the Client requests SBM Bank to cancel or modify any payment instructions for whatever reason after submission of the payment instructions to SBM Bank, SBM Bank will make reasonable efforts to comply with the Client’s request. However, SBM Bank shall not be liable for any failure to cancel or modify the payment instructions, if such is received at a time or under circumstances that render SBM Bank unable to comply with the Client’s request.

Assignment: The Client shall not assign any of the rights or duties under these T&Cs to any person/entity without SBM Bank’s prior written consent.

Severability : If any provision(s) of these T&Cs shall be held to be illegal or unenforceable, the validity of the remaining portions of these T&Cs shall not be affected.

Waiver: Failure on SBM Bank’s part to insist upon performance of any of the T&Cs, to exercise any right or privilege conferred in these T&Cs, or to demand any penalties resulting from any breach of any of these T&Cs shall not be construed as waiving any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

Advertising or Publicity: The Client shall at no time use or associate the name or marks of SBM Bank with its own name or refer to SBM Bank in any advertising or publicity releases or during any of its promotional or marketing activities without the prior written consent of SBM Bank.

Governing Law : These T&Cs shall be governed by the laws of India and each of the parties hereto hereby submits to the exclusive jurisdiction of the courts at Mumbai.

Miscellaneous:

- i. The Client and SBM Bank shall continue to be the owner of its/their respective trademarks, copyrights and all other proprietary rights and neither shall use any trademark, logo or copyright of the other party without permission in writing of the party who owns such proprietary rights.
- ii. These terms and conditions over ride and supersede all prior writings and oral understandings between the Parties here to and accordingly in the event of any contradiction between any earlier writings and/or understandings and these terms and conditions, the provisions contained in these terms and conditions shall prevail. It is expressly agreed by and between the Parties that all further additional documents and/or writings that may be executed shall be deemed to be apart and parcel of these terms and conditions and the same shall in no way be treated as a substitution or amendment unless expressly so provided and mutually agreed upon.

After We have read the above mentioned terms and conditions we are acknowledge the same via company stamp and signature as per bank mandate.

Authorized Signatory
(Rubber Seal of Company Required)

For Bank Relationship Manager use only

Branch Name:

Branch Sol ID :

Employee Name:

Employee ID :

Segment:

Contact No.:

Preferred Corp ID:

Date :

Signature with Branch Seal