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# CASH MANAGEMENT SERVICES & TRADE FINANCE

## Standard Terms & Conditions



The above services shall be offered, at all times, in accordance with the general terms and conditions for cash management facility as posted on the website of YES Bank at the URL www.yesbank.in and with the specific ntioned hereto (collectively "Terms"). I/We the undersigned accept these charges and hereby waive all my existing/ future rights to challenge the Terms and hereby accept that the Terms shal

terms and conditions as mentioned hereto (collectively "Terms"). I/We the undersigned accept these charges and hereby wait be applicable on both the Customer and the Users and shall form the contract the tween the User/Customer and the Bank for availing InterNetBanking.

For the purpose of availing InterNetBanking, the Customer/User needs to have legal and valid access to the Internet.

The Customer confirms that they have assessed the security features of InterNetBanking and have determined that they are adequate to protect each of the Customer's/ User's interests.

The Customer/User would be allotted a Customer-ID/User ID and a secret Password/PIN by the Bank in the first instance. The Customer/User will be required to change the Password/PIN assigned by the Bank on accessing InterNetBanking for the first time. As a safety measure, the Customer-ID/User ID and Password/PIN, the Bank may, at its discretion advice the Customer to adopt Additional Authentication as an additional security measure. adopt Additional Authentication as an additional security measure

adopt Additional Authentication as an additional security measure.

The Customer/User grants express authority to the Bank to rely on any and all document(s) on InterNetbanking including trade on net, for carrying out transactions and instructions authenticated by such Password/PIN and/or Additional Authentication, if any.

The Customer agrees and acknowledges that the Bank shall in no way be held responsible or liable in the event the Customer incurs any loss as a result of the Bank processing the Customer Instruction/s received through InterNetBanking by providing the correct Customer ID/User ID/Password/PIN and the Customer/User shall fully indemnify and hold harmless the Bank and the Affiliates in respect of the same.

ID/Password/PIN and the Customer/User shall fully indemnify and hold harmless the Bank and the Affiliates in respect of the same. The Bank shall be entitled to assume that any Customer Instruction(s) received by the Bank from the Customer/ User through InterNetBanking is/are given/ authorized by the Customer/User and agrees that the Bank shall not be liable if such instructions are later found out to be fraudulent, unauthorized, duplicate or erroneous, in any manner whatsoever. InterNetBanking shall be deactivated, at the Bank's sole discretion for safety purposes, if the same is not accessed for a period of 3 months or more. The Customer may reactivate the same by providing a written request to the nearest branch.

As a safe banking security measure, the Bank also reserves its right to suitably modify /deactivate all or any of the features offered under its InterNetBanking, at its sole discretion, with or without providing any prior intimation to the Customer/User. The Customer/User may have the features reinstated/re-activated by providing a written request to the nearest branch through its authorized signatory/ies.

signatoryies. Por the Customer's benefit and convenience, the Bank suggests that the Customer installs /add - such additional security features as recommended by the Bank from time to time. The Customer agrees that all InterNetBanking transactions initiated and/or conducted by the signatories, both present and past, are/were duly authorized and ratified by us and the Bank shall in no way be held responsible or liable for the transactions initiated or conducted by and/or the

in no way be held responsible or liable for the transactions initiated or conducted by and/or the actions of the signatories/Inputter/Viewer.

The Customer agrees and confirms that the Inputter and the Viewer are authorized in accordance with this Registration Form to have full and complete access to the financial and banking details, data, information and documents pertaining to the Customer. The Customer agrees that a transaction being carried out via InterNetBanking may not always be simultaneous with a Customer Instruction. The processing of the Customer Instruction may take time and may only be processed during normal banking hours even though InterNetBanking is available and accessible beyond such hours.

Cyber Crime: The Internet per se is susceptible to various cyber crimes like phishing, vishing

Cyber Crime: The Internet per se is susceptible to various cyber crimes like phishing, vishing Cyber Crime: The Internet per se is susceptible to various cyber crimes like phishing, vishing (voice phishing), SMSing (phishing through SMS), compromise of Customer's/User's system security etc., that could affect Customer Instructions/other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the Customers, there cannot be any guarantee from such cyber crimes and other actions that could affect Customer, there cannot be any guarantee from the Bank including but not limited to delay or failure in processing the Customer Instructions. The Customer/User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cyber crimes. The Customer/User understand that doing a InterNetBanking transaction at a cybercafe/shared computer terminal is risky and shall avoid using the services of a cybercafe/shared computer terminal to do any InterNetBanking transactions Unauthorized Access: The Customer shall take all necessary precautions to prevent unauthorized and illegal use of InterNetBanking and unauthorized access to the Accounts through InterNetBanking. The Bank shall take all commercially reasonable care to prevent unauthorized

Unauthorized Access: The Customer shall take all necessary precautions to prevent unauthorized and illegal use of InterNetBanking and unauthorized access to the Accounts through InterNetBanking, The Bank shall take all commercially reasonable care to prevent unauthorized access to the InterNetBanking at its end using reasonable technology.

The Bank shall not be required to verify or judge the correctness of any Customer Instructions received by it, so long as it satisfies itself of the correctness of the Password/PIN used for providing such Customer Instruction. The Customer acknowledges that any instruction is or verieved by the Bank shall be irrevocable. Should any instruction issued by the Customer, be capable of being executed by the Bank in more ways than one, the Bank may execute the said instruction in any one of the said ways at the Bank's sole discretion.

In the event of any alleged fraudulent use of the Account through the Internet, the Customer/User agrees that the Customer/User shall be solely and exclusively responsible for all loss caused thereby and shall not hold the Bank liable for any loss caused thereby. Further, the Bank shall in no way be liable for any loss or damage that may occur due to hacking of the Account(s) by any person which can be termed as 'cyber crime' under Indian or foreign laws.

All instructions, requests, directives, orders, directions, entered by the Customer, either electronically or otherwise, are based upon the Customer's decisions or are the sole responsibility of the Customer. The Customer understands that entering an instruction, direction, order, and request with the Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. The Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Customer until tonfirms the receipt of such instruction, direction, order, request the Bank shall not be deemed to have received any instruction, direction, orde

of which are communicated and instructed to the Bank through the InterNetBanking including trade on net, for carrying out transactions and instructions hereunder. The Customer and User further jointly and severally, unconditionally and irrevocably agree and undertake that they immediately, at its costs, deliver the original document(s) to the Bank as may be required by the demur or protest or re ervations in manner whatsoever

Liability of the Customer and YES BANK: Neither the Bank nor the Affiliates shall be liable Liability of the Customer and TES BANK Neither the Bank of the Annuals shall be hable for any unauthorized transactions occurring through the InterNetBanking and the Customer hereby fully indemnifies and holds the Bank and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the Customer if the InterNetBanking is not available in the desired manner due to maintenance activity or for reasons including but not limited.

Authorised Signatory

Under no circumstances the Bank shall be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the InterNetBanking

sustained by the Customer or by any other person. Illegal or improper use of the InterNetBanking shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the operations through InterNetBanking.

Disclaimer of Warranties: The Customer expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis.

Indemnity: In consideration of the Bank providing the Customer InterNetBanking, the Customer shall, at his own expense, indemnify and hold the Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank or Affiliates' execution of the Customer's Instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through InterNetBanking for any action taken or omitted to be taken by the Bank and /or the Affiliates, its officers, employees or agents, on Customer Instructions. The Customer will such Bank the Bank whe Bank was the such Bank was the Ba a service through intersectioning for any action taken or offitted to be taken by the Bank and /or the Affiliates, its officers, employees or agents, on Customer listructions. The Customer will pay the Bank and /or the Affiliates such amount as may be determined by the Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

The Bank may suspend/ withdraw/ terminate any/ all service/s provided to the Customer under the

The bank may suspendy without any notice if the Bank considers it necessary or advisable to do so, for instance, to protect the interest of the Customer in case of a suspected security breach. Further, the Bank may withdraw or terminate the InterNetBanking anytime either entirely or with reference to specific service for routine, non-routine or emergency maintenance and/or in case of breach of Terms by the Customer without a prior notice as stated aforesaid; or if it learns of the death, bankruptcy or

lack of legal capacity of the Customer.

lack of legal capacity of the Customer.
Capitalized terms used but not defined herein shall have the meaning assigned to it on the terms & conditions as displayed on the website:www.yesbank.in
These terms and conditions ("Terms and Conditions") are in addition and supplemental to 'General Terms and Conditions for Cash Management Facility' posted on the website of YES Bank Limited at the URL <a href="https://www.yesbank.in">www.yesbank.in</a> ("General Terms and Conditions") and are to read in conjunction with the said General Terms and Conditions.
Unless otherwise defined herein below, all capitalized terms shall have the meaning as assigned to them in the 'General Terms and Conditions'.
The Client hereby agrees that the 'General Terms and Conditions' shall mutatis mutandis apply to these Terms and Conditions and Conditions' the Pacility shall be provided only at the Instructions of the Client and at the specified Locations

The Facility shall be provided only at the Instructions of the Client and at the specified Locations mentioned in the Offer Letter.

YES Bank will make Disbursement to the Beneficiaries at Locations as mentioned in the Offer Letter and as mutually agreed from time to time.

and as mutually agreed from time to time. The Client acknowledges that for availing of Facility, the Client may designate an Account from which the payment shall be made or provide sufficient funds to YES Bank to liquidate payment obligations of the Client. In case of an Account, the Client shall be solely liable for maintaining sufficient funds in the Account to enable YES Bank to provide the Facility. YES Bank shall not liable for any dishonour of cheques or Instruments due to insufficiency of funds in the Account or any action initiated or threatened against the Client under Section 138 of the Negotiable Instruments Act, 1881 or under any

applicable law.

YES Bank agrees to make Disbursements to the Beneficiaries at the Instructions of the Client in accordance with the Terms and Conditions contained herein.

The Client shall provide all the necessary details of its Beneficiaries to the Pooling Branch of YES Bank. The details of the Beneficiaries shall be in such format as may be prescribed by YES Bank including but not limited to name and address of the Beneficiary, amount, place where the Disbursement needs to be made and account number (if necessary). The aforesaid details as may be provided to YES Bank, shall be duly signed and/or authenticated, in accordance with the applicable laws, by the representative/s of the Client.

The Client agrees to conform to the prescribed authentication technologies and security measures required for providing the Instruction to YES Bank and undertakes to take all reasonable steps to ensure that the accuracy, completeness, authenticity and security of the details provided is not

ensure that the accuracy, completeness, authenticity and security of the details provided is not

ensure that the accuracy, completeness, authenticity and security of the details provided is not tampered or violated.

The Client hereby agrees that YES Bank is not bound to take cognizance of any Instruction on behalf of the Client unless sent in the manner and mode as mentioned in the Offer Letter and/or as agreed from time to time. The Client also agrees that any Instruction, if and as and when required by YES Bank, shall be accompanied by a covering letter, signed by the authorized signatory of the Client, acknowledging the Client's responsibility and liability for the contents of such Instructions. The Client agrees that YES Bank's record of such Instructions and the contents thereof shall be proof of Client's Instruction and shall be binding on the Client and the Client shall not contest or dispute the same in any manner whatsoever. The Client agrees that it shall, at YES Bank's request, immediately confirm any Instructions and the contents thereof through a letter signed by its authorized signatory. The Client shall not contain virus. The Client The Client shall not send any Instructions that may contain/ purport to contain virus. The Client confirms and assures that the data/ information/ Instructions shall be free from virus and agrees to confirms and assures that the data/ information/ Instructions shall be free from virus and agrees to keep YES Bank indemnified against any loss or damage that YES Bank may suffer due to any such Instruction/ information/ data containing / being infected by virus.

The Client agrees and undertakes to confirm and ratify without any delay or demur, if so required by YES Bank, all its Instructions given pursuant to these Terms and Conditions and all actions taken / not taken by YES Bank pursuant to these Terms and Conditions.

YES Bank agrees to send or deliver the Instruments, to the Beneficiaries as per the details provided by the Client. YES Bank shall be duly discharged of its obligations under the Facility upon posting of dispatch of the Instruments or crediting the amount of the Instrument to the persons concerned in

dispatch of the Instruments or crediting the amount of the Instrument to the persons concerned in accordance with the Instructions received from the Client and shall not be liable for any loss or delay in receipt of the Instruments. The Client shall be solely liable for maintaining sufficient funds in the Account to enable YES Bank to provide Facility.

The Client acknowledges and agrees that the Instructions for the Facility shall be processed by YES.

Bank only if the same are received on a Banking Day and during the normal business hours of YES Bank and are authenticated according to the internal guidelines of YES Bank. The Client hereby agrees that YES Bank has the limited responsibility of merely issuing the cheques for and on behalf of the Client as per Instructions and details furnished to YES Bank by the Client and the cheques so issued to the Beneficiaries shall be honored only if sufficient balance is available in the said Account and in accordance with the normal course of banking as if the cheques are issued by the Client itself. on-availability of sufficient funds in the said Account, VES Bank shall be entitled to

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# YES TRANSACT

# TERMS AND CONDITIONS GOVERNING CASH MANAGEMENT SERVICES - COLLECTION



Charges	Set up Charges (One time recovery on set up completion)	Monthly Charges (Recovered on monthly basis)
Details (INR)	Per Txn Charges (Recovered on month end basis no of txns)	Yearly Charges (Recovered on 31st March every year)

These terms and conditions ("Terms and Conditions") are in addition and supplemental to 'General Terms and Conditions for Cash Management Facility' posted on the website of YES Bank Limited at the URL www.yesbank.in ("General Terms and Conditions") and are to read in conjunction with the said 'General Terms and Conditions'

#### 1 DEFINITIONS AND APPLICABILITY:

1.1 Unless otherwise defined herein below, all capitalized terms shall have the meaning as assigned to them in the 'General Terms and Conditions'.

1.2 The Client hereby agrees that the 'General Terms and Conditions' shall mutatis mutandis apply to these Terms and Conditions and the Facility shall be offered, at all times, in accordance with these Terms and Conditions and the General Terms and Conditions (collectively "Terms").

1.3 The Client further agrees that these Terms and Conditions shall be executed only once at the time of acceptance of the Offer Letter and the Terms shall be applicable to the present as well as future cash management services/Facility availed by the Client from YES Bank under the Offer Letter. The Client hereby, by accepting the Offer Letter and by signing these Terms and Conditions, waives all its existing/ future rights to disagree to the applicability of the Terms to the present as well as future cash management services/Facility availed by the Client from YES Bank under the Offer Letter.

#### 2. FACILITY

- 2.1 This Facility shall cover collections of Instruments and/or Cash and/or monies, in physical as well as electronic mode, as may be mentioned in the Offer Letter and shall not be extended to cover any other payments or receipts of any nature whatsoever. The Facility shall be provided only at the Instructions of the Client and at the Locations as specified in the Offer Letter and/or as mutually agreed from time to time and in case of electronic collections, in accordance with the Offer Letter and the process detailed therein. The funds will be credited to the Account in accordance with the Offer Letter.
- 2.2 Basis the Instructions provided by the Client which shall at all times be in conformity with the process detailed in the Offer Letter and in accordance with YES Bank's internal policy, YES Bank shall credit the Account of the Client.
- 2.3 Pursuant to the Instructions, YES Bank would contact the Client through phone, email, letter or otherwise for processing the Instructions. The Client agrees and acknowledges that YES Bank shall collect the Instruments/Cash/ monies from Locations pursuant to the Instructions and YES Bank may employ/ engage Agent for providing certain parts of the Facility requested by the Client.
- 2.4 The Client acknowledges and agrees that the Instructions for the Facility shall be processed by YES Bank only if the same are received on a Banking Day before the cut
- 2.5 YES Bank shall accept for collections only such cheques or drafts, which are "account payee" and Instruments payable in favor of the Client at the Locations as agreed by YES Bank from time to time and the Client shall ensure that bearer cheques are not delivered to YES Bank for collections by the Client or any person on behalf of the Client.
- 2.6 In case the Facility in the form of electronic collection is availed, YES Bank shall accept for collections only such monies, which are processed in favor of the Client by inserting in specified order the correct unique identification codes as provided by YES Bank to the Client and by the Client to its respective obligors supposed to make payment to the Client in the said Account.

- 2.7 YES Bank shall give credit in the Account for Instruments collected in accordance with its internal collection policy in respect of collection of local and outstation Instruments. In respect of Cash collected by YES Bank, credit shall be given in the Account only after the Cash is found to be in accordance with Instructions of the Customer and excluding amount represented by tom, mutilated or forged notes.
- 2.8 In the event Instrument(s) are lost in transit or otherwise and the credit for the same has already been provided to the Client, then YES Bank shall be entitled to debit the Client for the same and YES Bank's statement intimating the non-payment/non-receipt of the Instrument(s) will be final and binding on the Client. The Client understands that YES Bank will assist in tracing the Instrument(s) and/or certify the loss, however, YES Bank will not be liable for any loss/damage in any way and it shall be Client's responsibility to get fresh/duplicate Instrument favoring
- 2.9 The Client hereby unconditionally and irrevocably authorizes YES Bank, upon intimation of the same to the Client, to reverse any credit entry in the Account consequent to the return of the Instrument unpaid and/or upon erroneous credit, if the same has already been credited to the Account. If the amount in the Account is sufficient YES Bank shall be entitled to debit the Account with the amount of credit given to the Client. Where the amount in the Account is insufficient to cover the aforesaid amount, then YES Bank shall be entitled to recover the same from the Client in any manner as it may deem fit and the Client undertakes to pay the same forthwith and in any case not later than 3 (three) business days from demand by YES Bank along with interest at the rate as stipulated by YES Bank from the date of return of Instrument or date of credit in case of electronic collections till the date of payment by the Client.
- 2.10 The Client shall ensure that the Client has valid and legal title to Instruments/ Cash collected under the Facility. In event the Client's title to the Instruments collected under the Facility is found to be defective or the Client is found to have no title to the Instruments, then the Client undertakes to refund the amounts under the Instruments/ Cash (together with interest, if any) forthwith to YES Bank along with interest at the rate as stipulated by YES Bank from the date of credit till the date of payment. The Client in such cases shall defend at its own cost any legal action by any third party against YES Bank for alleged conversion/misappropriation of Instruments/ Cash.
- 2.11 The client hereby represents and confirms that it does not and shall not engage in activities of any nature involving virtual currencies including but not restricted to trading, settling, clearing, giving loans against virtual tokens, accepting them as collateral and transfer / receipt of money in any accounts relating to purchase/ sale of virtual currency. The client also acknowledges and agrees that YES Bank has the right and authority to restrict the services and block / close all accounts maintained with YES Bank of such client found to be dealing with virtual currencies in any manner with immediate effect. YES Bank shall not be liable for any loss caused to the client due to such blocking/closure of account or restriction of services.

The above services shall be offered, at all times, in accordance with the general terms and conditions for cash management facility as posted on the website of YES Bank at the URL www.yesbank.in and with the specific terms and conditions as mentioned hereto (collectively "Terms"). By accepting these you hereby accept that the Terms shall, at all times, be applicable to the present as well as future cash management services availed by you from YES Bank

## Process Flow: E-Collect (RTGS/NEFT/A2A Inward)

- YBL will allocate a unique 6 digit code for each COMPANY.e.g ABCLTD
- · Client to provide Sub-Codes, Remitter Codes and Invoice No to be maintained with YBL.Bank will maintain this in its database or else via web-service integration.
- The funds will be remitted from the remitting bank to YES BANK
- YBL system will recognize the code given to <COMPANY> basis the 1st six digit of the account number and credit the account of the customer as per the set-up.
- · RTGS funds will be credited on a real time basis whereas NEFT funds will be credited on the basis of the settlement of the batch
- YBL will identify/validate (if availed) the second part of the account number i.e. EAST 1235614563 and will pick up the corresponding dealer details from the database
- Remitter will remit the money into the designated a/c using the following logic:
- o Beneficiary Account Number Field Will comprise of 2 parts.
- The first part will be the code allocated by YBL e.g. ABCLTD
- The second part will be the code provided by client to YBL e.g EAST 1235614563 Therefore, the remitter will be required to put the following in the beneficiary account number field - ABCLTDEAST 1235614563
- o Beneficiary Name: Here, the remitter should mention <NAME OF COMPANY>
- o Remitter Name: Name of the remitter who is sending funds to <COMPANY>
- o Remitter account number: The a/c number from which funds are being remitted.
- o IFS Code: YESB0CMSNOC. Transactions with said IFC ONLY will be processed
- YBL will give MIS to the client capturing the dealer details, reference no.& amount

Name of Au	uthorized Signatory 1 Nam	e of Authorized Signatory 2	Name of Authorized Signatory 3	Name	of Authorized Signatory 4
	0				
AMTZMEDP	OLIS SQUARE 1663 PVT. LTD.				
FOR OFFICE	We, under ighed the by South and the	t above facilities offered, are asse	ssed for the said customer & confirm that th	e customer i	s eligible for the above facilities
USE ONLY :	Name	Emp ID /Branch Code	Emp E- Mail /CORPDESK DL Email	Id	Signature
PSM					
RM					
Branch		1			

# **AMTZ MEDPOLIS SQUARE 3663 PVT LTD**

To, The Manager, YEST Bank Limited, Secunderabad 03. Date: 29.04.2023

Sub: Request letter to enabling sequentially authorization feature of YES Bank Limited, Secunderabad Branch in Corporate Net Banking.

Dear Sir / Madam

Please enable sequentially authorization mode on corporate net banking portal of the YES Bank.

CICICIOC ACCOUNT 1403.	
Account Name	Account No.
AMTZ MEDPOLIS SQUARE 3663 PVT	009763700004083
LTD	

User Details as mentioned bellow:-(Feature applicability only for Verify and Auuthorizers Authorizer User Name of Sequence No. Category Authorized User Email ID Mobile No. (1-6)Authorizer / signatory / User Verifier ID jayaprakash@modiproperties.com 1 (Any One) 9502288200 Verifier JAYAPRAKAM 1 (Any One) sambasivarao@modiproperties.com 9502200911 Verifier SAMBASIVAM

sohammodi@modiproperties.com

Note:

Once Sequential authorization is enabled, it will be applicable to all the accounts / transaction types maintained under that group ID

9849349373

The sequence followed by system will be an ascending order from 1-3

Thank you,

Yours Sincerely,

SOHAMMODIM

For AMTZ MEDPOLIS SQUARE 3663 PVT LTD

Authorizer

For AMTZ MEDPOLIS SQUARE 3663 PWT FTD.

Authorized Signatury

**Authorised Signatories** 

FOR AMTZ MEDPOLIS SQUARE 3663 PVT. LTD.

Authorised Signatory

2 (Any one)

**Authorised Signatories**