

The Cosmos Co-op. Bank Ltd., hereinafter referred to as Cosmos Bank may extend RTGS Service to the RTGS Customer at the risk, responsibility & consequences of the RTGS Customer on the following terms :

1. All instructions relating to RTGS operations should be signed by the authorized signatories strictly as per operating instructions given to operate the said account.
2. Funds Transfer shall be affected only when the destination Bank - Branch is participating in RTGS.
3. It is the responsibility of the RTGS Customer to ensure sufficient and clear funds in the account to carry out the RTGS payment instructions. (including service charges).
4. The commission / charges charged by the Bank may vary from time to time and a notification to effect will be notified on the notice board of the Bank / branch and no individual communication in this regard will be made.
5. Application Form must be received before the cut off time. If application is received after cut off time, then the transfer of funds shall be affected on the next working day.
6. It is the responsibility of the RTGS Customer to ensure the correctness of the message, especially the IFS Code of the receiving branch & account number of the Beneficiary. The collecting Bank as well as the receiving Bank will get the valid discharge if the amount is credited to correct account number even if the name of the Beneficiary account holder differs. The Cosmos Bank shall not be held responsible to any liability arising out of incorrect message.
7. It is the responsibility of the RTGS Customer to ensure the correctness of the Mobile No. given by them for receipt of SMS notification for settlement of RTGS outward Transaction. Cosmos Bank shall not be held responsible for non-receipt of SMS due to wrong Mobile No. given or network problem or any other problem at telecom service provider.
8. The SMS Notification for settlement of funds of RTGS outward transactions only means that the funds are forwarded successfully from Cosmos Bank to receiving Bank and not that those are credited to Beneficiary's account. Credit of funds to Beneficiary's account is on sole discretion of receiving Bank.
9. Cosmos Bank shall not be held responsible in case of disclosure of Mobile No. of our RTGS customer to the recipient Bank/Beneficiary Party.
10. As per RBI guidelines RTGS outward transactions will be processed by the Bank solely on the basis of A/c No. of the Beneficiary provided by the remitter.
11. It is the responsibility of the RTGS Customer to ensure the genuineness of the transactions routed through Cosmos Bank.
12. Prior intimation should be given to the remitting branch for remittance of ₹ 1.00 crore and above.
13. Once the account is debited, the remitter cannot revoke the given mandate, for any reason whatsoever.
14. If there is a holiday at the center where the recipient branch is situated then the credit will be passed on to the Beneficiary on next working day.
15. The RTGS Customer should inform all his counter parties to send all the inward remittance to credit of Cosmos Bank & also to clearly mention the IFS code & the branch name where his account maintained. Similarly the full account number of the RTGS Customer should be conveyed e.g saving account No. 2110001 at Dadar branch should be conveyed as 01220420121001.
16. The RTGS Customer shall verify the Statement / Passbook and confirm the correctness. In case of any discrepancy the customer should intamate the Bank immediately.
17. In the event of any transaction, which cannot be settled for the fault of The RTGS customer, the Cosmos Bank will endeavor to advise the RTGS Customer of such non-settlement on phone / fax, but Cosmos Bank is not bound to do so. It is expressly understood that the Cosmos Bank will not incur any liability to the RTGS Customer, or to any counterpart in such circumstances.
18. Cosmos Bank shall not be liable for delay / non-payments to the Beneficiary if :Incorrect and Insufficient details of Beneficiary are provided by the applicant / remitter. Dislocation of work due to the circumstances beyond the control of Remitting / Destination Banks like non-functioning of computer system, disruption of work due to natural calamities, strike, riot etc. or Network or Internet problem or other causes beyond the control of the Branch / Bank resulting in disruption of communication. It will be settled on the next working day when RTGS is functioning properly.
19. The RTGS Customer hereby declares, agrees, undertakes and confirms that he is aware of all RTGS rules set by RBI and to abide by all the guidelines issued by the RBI or any other regulatory authorities or as communicated by Cosmos Bank applicable to transactions relating to RTGS whether directly or/and indirectly.
20. The RTGS Customer hereby irrevocably authorises Cosmos Bank to debit his account with prevailing service charges. The RTGS customer shall not dispute regarding the said charges.
21. The provisions of this agreement shall always be subject to rules, terms, conditions and administrative guidelines issued by RBI that may be enforced from time to time in respect of operations of RTGS account.
22. In case of any dispute the matter will be referred to the Arbitrator appointed by the Central Registrar, as per section 84 of the Multi State Co-op. Societies Act only.
23. The RTGS Customer hereby agrees & undertakes to indemnify and keep indemnified Cosmos Bank from time to time against all losses, damages, costs (including legal fees) penalties, consequences and litigations arising in pursuance of maintaining the said RTGS accounts or / and by virtue of Cosmos Bank acting for and on behalf of the RTGS Customer in pursuance of this agreement.