

Khata Plus

**STATE BANK OF INDIA**  
**INTERNET BANKING**  
**“OnlineSBI”**

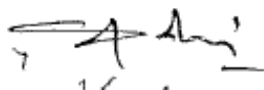
**TERMS OF SERVICE: DOCUMENT**

**General Information:**

1. The OnlineSBI registration form(s) should be addressed and sent directly to the branch(es) where the customer maintains its account(s).
2. Separate registration is required in case the accounts are maintained at different branches.
3. Normally, the account holders can access his accounts through the OnlineSBI only after he / she acknowledges to the respective branch (es) the receipt of the USER ID and Password sent to him / her.
4. For the present, rights on the OnlineSBI Service are restricted for Enquiry purposes ONLY.
5. All other accounts not listed in the registration form will be available on the OnlineSBI for the purpose of enquiry only.
6. The OnlineSBI service cannot be claimed as a right. The Bank may also convert the Service into a discretionary service anytime, if so warranted, after it has been made available to the USER.

**Bank's Terms:**

7. All requests received from the USERS are logged and transmitted to the User's branch for their fulfillment. The requests become effective from the time these are recorded / registered at the respective branch. While registering the request, the USER is informed about the time normally taken by the Bank for fulfillment of such requests.
8. The rules and regulations applicable to the banking transactions done in the traditional way in India will be applicable *mutatis mutandi* for the transactions done through the OnlineSBI service.
9. Disputes between the registered USER of this service and the Bank with regard to the transactions done through OnlineSBI will be subject to the jurisdiction of the

  
V.C.



  
Reg.

  
F.V.

competent Courts where the branch maintaining the relative account of the customer is located and will be governed by Indian Laws in force from time to time.

10. The Bank will take reasonable care to make use of the available technology for ensuring security and preventing unauthorized access to any of the services offered through the OnlineSBI.
11. The OnlineSBI service is a VeriSign-certified secure site. It assures that during the session user is dealing with web-site of SBI. The two-way communication is secured with 256-bit SSL encryption technology, which ensures the confidentiality of the data during transmission.
12. The Bank reserves the right to modify, change, add or cancel any of the services offered through OnlineSBI or the Terms of Service listed in this Document without prior notice to the Users. The changes will be notified to the USERS / customers through a notification on the Site.

**USER's Obligations:**

13. The User-id and the Password given by the Bank must be replaced by Username and Password of the USER's choice at the time of **FIRST** log-in. **This is Mandatory.**
14. The registered USER is free to choose a Username and Password of his choice as per the guidelines on the site. However, he / she is advised to avoid choosing a password that is generic in nature, guessable / inferable from the personal data such as name, date of birth, address, telephone number, driving licence / car number etc.
15. The USER is welcome to access OnlineSBI from anywhere anytime. However, as a matter of precaution and safety, he should avoid using PCs with public access.
16. There is no way to retrieve the Password from the system. In case the USER forgets his / her Password, he / she will have to approach the branch for re-issue of password.
17. The USER must keep the Username and Password strictly confidential and known only to himself / herself. It is a good practice to commit the password to memory rather than write it down somewhere. Bank will not be responsible for any loss sustained by the USER due to breach of this condition.

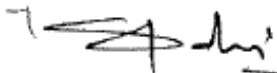
*V. C. Singh*



*Key*

*[Signature]*  
F. O.

18. The Bank presupposes that log-in using appropriate Username and Password is a valid session initiated by none other than the USER to whom the said Username and Password belongs.
19. All transactions executed through a valid session as defined above will be construed to have been emanated from the registered USER and will be legally binding on him / her. The USER is cautioned against leaving the computer unattended during a valid session.
20. Should the USER notice that any information relating to the customer's account(s) is incorrect or discrepant the same should be immediately brought to the notice of the branch(es) by e-mail or letter.
21. The USER will not attempt or permit others to attempt accessing OnlineSBI through any unlawful means.
22. The authorization granted to a user is valid till he is de-registered from the OnlineSBI service. The request for de-registration of an authorized user must be made to the branch by the customer and will be effective when branch acknowledges the same in writing.

  
V. C. C.



  
Reg.

  
K. V.



जिल्हा कोबागार कार्यालय, दाणे  
**26 APR 2019**  
 मुद्रांक प्रमुख लिपीक / लिपीक

2019

VC 126612

26/04/2019

**AGREEMENT TO ACQUIRE INTERNET CARD TRANSACTIONS**

This Agreement made at KAMOTHE, NAVI MUMBAI this Wednesday of 08/05/2019 between

"**IDBI BANK LTD**", a company incorporated under the Companies Act, 1956 and a banking company within the meaning of The Banking Regulation Act, 1949 having its registered office at "IDBI Tower, WTC , Cuffe Parade, Colaba , Mumbai 400005 (hereinafter referred to as "the **Bank**", which term shall include its successors and assigns) of the First Part.

AND

**MGM INSTITUTE OF HEALTH SCIENCES, KAMOTHE, NAVI MUMBAI**, a public Trust having its registered office at Sector-1, Kamothé, Navi Mumbai (hereinafter referred to as "**Merchant**" which shall mean

Sample Internet Payment gateway agreement

*P. J. Mallick*  
 प्रमुख अधिकारी/प्रमुख अधिकारी  
 एम.जी.एम. हेल्थ सायन्स इन्स्टीट्यूट  
 कर्मचारी कोड/EMP-026945 G



*[Signature]*  
**Dr. Rajesh B. Goel**  
 Registrar  
**MGM Institute of Health Sciences**  
 (Deemed University u/s 3 of UGC Act, 1956)  
 Navi Mumbai- 410 209

and include, unless repugnant to the context or meaning thereof, their survivor or survivors, heirs, executors, administrators and legal representatives) of the Other Part.

The Bank and Merchant shall hereinafter be referred to collectively as "the Parties" and each individually as a "Party" or "any Party".

WHEREAS

- A) Bank is engaged inter alia into the business of acquiring payments from and making disbursements to merchant establishments towards transactions effected by the use of credit, debit or other cards for the reimbursement of such disbursements from the respective issuers of such cards
- B) The Bank desires to acquire card transactions entered into over internet by card holders and pass on the amounts of such transactions to Merchant

**This agreement therefore now witnesses as follows:**

1. **Definitions**

In this Agreement, the following words shall have the following meanings.

"Agreement" means this agreement and any further written amendment made to this agreement by the parties terms and conditions as mutually agreed.

"Authorisation" means the process by which the Bank approves a Transaction as stipulated by the Bank from time to time and includes approval flashed on the electronic data capture machine or telephonic approval in absence of electronic data capture machine.

"Business" means business the Merchant is normally engaged into .


"Card" means a credit, debit or any other card issued by an Issuer.

"Card Holder" means person to whom a Card is issued or who is authorised to use that Card.


"Card Organisation" includes VISA, MasterCard and any other Card Origination offering credit, debit or any other card programmes to Issuers.

"Chargeback" means a Transaction that is returned to the Bank by the Issuer.

"Commission" means the commission payable by to the Bank by Merchant for facilitating a Transaction.

  
Rajesh B. Goel  
REGISTRAR  
MGM INSTITUTE OF HEALTH SCIENCES  
NAVI MUMBAI  
410 209



  
Dr. Rajesh B. Goel  
Registrar  
MGM Institute of Health Sciences  
(Decreed University u/s 3 of UGC Act, 1956)  
Navi Mumbai-410 209

Sample Internet Payment gateway agreement

“Issuer” means a licensee of a Card Organisation issuing a Card.

“Transaction” means an act between a Card Holder and the Merchant on the Website for the payment by a Card Holder to Merchant by way of fees or charges for educational services provided including all other charges as payable to the merchant.

“Website” means a site on the internet owned and maintained by Merchant to conduct business and facilitate e-commerce transactions.

2. **Merchant’s Representations & Warranties**

Merchant represents and warrants to the Bank that:

- (a) it is a public charitable trust duly constituted, registered and validity existing under INDIAN law;
- (b) it holds necessary licenses, permissions, approvals and consents as may be required for the conduct of its activities and such licenses, permissions, approvals and consents are valid and subsisting;
- (c) it has, in terms of applicable law and its constitution documents, capacity to enter into and perform this Agreement and it has taken all actions required for its entering into this Agreement;
- (d) neither making nor performance of this Agreement will violate any law or conflict with or result in the breach or constitute a default or require any consent under any decree, order, judgement, indenture or agreement; and
- (e) it warrants to the Bank that the representations made above shall continue to be true during the period of this Agreement.

3. **Agreement to acquire Transactions**


- 3.1 The Bank agrees, based on the representations, warranties and indemnities of Merchant as contained herein and subject to the terms and conditions of this Agreement, to acquire from Merchant the Transactions on the Website and pay to Merchant the amounts of such Transactions net of any amounts due by Merchant to the Bank towards commission, fees and costs, discounts, chargebacks or any others.
- 3.2 The Bank shall not acquire the Transactions originated using Cards other than those issued bearing Visa or MasterCard logo.
- 3.3 The Bank’s acquiring of Transactions as aforesaid shall be without the Bank being liable to any person other than Merchant.

4. **Commission, Charges and Costs**

4.1 **Pricing for sunrise segment (excludes Service Tax)**

Merchant services fee (MSF) for processing any Visa/Master/Rupay cards:

Domestic Debit Cards transactions: NIL

  
मार्गदर्शक/प्रमुख अध्येक्षक  
श्री. राजेश बी. गोेल  
पता: एम.जी.ए.सी. कॉम्प्लेक्स, १०१, १०२  
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- 6.2 The Bank shall endeavor to make payments of amounts when due to Merchant on Transactions within seven business days after receipt of the Transactions by the Bank, unless this Agreement is under termination notice period in which case the Bank shall endeavor to make such payments only when it has successfully collected by the Bank from the Card Issuer(s) and within one hundred eighty business days after receipt of the Transactions by the Bank.
- 6.3 The Bank shall be entitled, in case when any refund claimed by the Bank exceeds the amount due to Merchant, to debit the amount by which the refund exceeds the amount payable to Merchant to the account of the Merchant and to recover it from Merchant.
- 6.4 Payment by the Bank shall be without prejudice to any claims or rights which the Bank may have against the Merchant and shall not constitute any admission by the Bank as to the performance by the Merchant of its obligations under this Agreement and the amount payable to the Merchant.
- 6.5 The Bank shall be entitled to setoff and deduct from the amounts payable to Merchant with:
- (a) the amount of refund due to any Card Holder in accordance with the Refund Procedure set out under this Agreement;
  - (b) overpayment made by the Bank to the Merchant due to errors or otherwise; and
  - (c) other any other sum due from or payable by the Merchant to the Bank including without limitation any chargebacks herein.
- 6.6 If the Bank suspects that the Merchant has committed a breach of this Agreement or has acted dishonestly or fraud has been committed against the Bank or any Card Holder or third party, or has in connivance with any other person done the same or assisted in the same the Bank shall be entitled to suspend all payment under this agreement to the Merchant, pending enquiries by the Bank.
- 6.7 Notwithstanding anything contained herein, where the Bank has reason to believe that any Transaction is fraudulently incurred, the Bank shall be entitled to withhold payment in respect thereof.
- 6.8 The Bank shall be, in relation to a Transaction, entitled at any time to refuse payment hereunder to Merchant or if payment has been made to debit Merchant's account or to seek immediate reimbursement from the Merchant towards the amounts paid, notwithstanding any Authorization given by the Bank to the Merchant if:
- (a) any Transaction entered into by Merchant is observed fraudulent, unlawful or unenforceable;
  - (b) information provided by Merchant to the Bank in respect of the Transaction is not received in accordance with the Banks requirements;

*Raj Malakar*



Sample Internet Payment gateway agreement

  
**Dr. Rajesh B. Goel**  
Registrar  
MGM Institute of Health Sciences  
(Licensed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209



- (c) the Card Holder disputes the Transaction for whatever reason;
- (d) the Transaction appears more than once to Cardholder's account;
- (e) the Transaction is doubtful or erroneously paid to the Merchant; and
- (f) any other event or circumstance which the Bank shall from time to time notify to the Merchant in writing shall have occurred.

6.9 The Bank may, from time to time, require Merchant to carry out such activities viz. software upgradation in connection with the maintenance of the Website as it may consider appropriate for facilitating the its acquiring Transactions via its payment gateway. This may include various measures for ensuring safety, security and correctness of the Transactions. Merchant expressly agrees to conduct such activities promptly upon being intimated in this regard by the Bank.

6.10 The Bank shall not incur or suffer any liability to Merchant or any other person owing to its inability to process a Transaction due to hinderance or stoppage of the payment gateway or other systems employed or used by it for the processing of Transaction due to non completion of Transactions or any other reason connected with the operation of the payment gateway or any other system employed or used by the Bank for processing of Transactions.

**7. Indemnity**

7.1 Merchant shall indemnify and keep the Bank indemnified and harmless for any loss, damage or injury incurred, suffered by the Bank or claimed from the Bank in relation to the Transactions acquired by the Bank from Merchant pursuant to this Agreement.

7.2 Merchant agrees to cooperate with the Bank to defend the Bank in the event of a claim or a suit being filed by any person in connection with a Transaction.

**8. Period of Agreement and termination**

8.1 This Agreement shall be valid for a period of 1 (one) year from the date of this Agreement and shall stand automatically renewed for a further period of 1 (one) year each time, unless terminated sooner in terms hereof.

8.2 This Agreement shall be terminated by the Bank forthwith by giving a notice in writing to Merchant in the event any of the following:

- (a) breach by Merchant of any of the terms and conditions of this Agreement;
- (b) any of the Merchant's Representations and Warranties herein contained turn out to be incorrect or become untrue;
- (c) if Merchant is unable to pay its dues or Merchant becomes bankrupt or insolvent or likely to be so in the sole discretion of the Bank; and
- (d) if Merchant, in the sole discretion of the Bank, involved in or has facilitated any suspicious transaction or fraud.

*P. J. Malakar*  
 Director  
 MCM Institute of Health Sciences  
 Navi Mumbai - 411 207



*Dr. Rajesh B. Goel*

**Dr. Rajesh B. Goel**  
**Registrar**

**MCM Institute of Health Sciences**  
 (Instituted University u/s 3 of UGC Act, 1956)  
 Navi Mumbai - 411 207

8.3 The obligations of Parties arisen under this Agreement prior to its termination and the indemnities and warranties of confidentiality under this Agreement shall survive its termination.

**9. Confidentiality**

9.1 The Parties undertake that the communications between Merchant and the Bank and any and all information and material supplied (whether in hard or soft form) to one Party by the other Party or on its behalf at any time in any manner whatsoever in relation to the Agreement or Transactions pursuant to it shall be treated as confidential.

9.2 The Parties shall preserve the confidentiality of information and materials aforesaid at all the times and shall use its best efforts not cause such information or material fall into the hands of any third party.

9.3 A Party receiving such confidential information or material shall return to the Party giving such information or material in whatever form that it is in possession or control without protest or demur upon a demand made by the Party giving such information within 30 days of termination of this Agreement.

9.4 This confidentiality clause and undertaking shall survive the termination of this Agreement.

**10. Waiver**

Not exercising or delay in exercising any power or remedy accruing or available to the Bank hereunder or any other documents pursuant hereto shall not impair or prejudice any such right, power or recourse and shall not be construed to be a waiver thereof or any acquiescence therein.

**11. Severability**

If provision of this Agreement become illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions, which will remain unaffected.

**12. Force Majeure**

If at any time during the term of this Agreement the performance in whole or in part of either party's obligation under this agreement is prevented or delayed by any reason beyond the control of the Parties hereto, including but not limited to fire storm, flood earthquake, explosion, fire, accident, military operation, war rebellion, riot wreck, epidemic- embargo any virus in the system, any other electronic delay, or any laws, regulations or other Governmental actions, neither party shall be entitled to terminate this Agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and shall entitled to resume as soon as practicable after any such event has come to an end or ceased to exist, provided that if the performance

  
पुणे ऑनलाईन पिवु अग्रहो (पि)  
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अग्रहो/ईएन/187841  
अग्रहो/ईएन/628845 अग्रहो  
Sample Internet Payment gateway agreement



  
**Dr. Rajesh B. Goel**  
**Registrar**  
**MGM Institute of Health Sciences**  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 420 209

in whole or part of any obligations under this agreement is prevented or delayed by reason of any such event for a period exceeding ninety (90) days, the parties shall jointly discuss the feasibility of a rescheduling of performance. If either of the parties cannot with reasonable diligence be expected to continue performance, such party may at its option elect to terminate this agreement or such part thereof as can be served therefore without affecting the performance of the remaining portion.

**13. General**

- (i) The Merchant shall not and the Bank shall be entitled to transfer or assign its rights or obligations under this Agreement.
- (ii) Any request, approval, demand, waiver or other notice hereunder shall be in writing and deemed to be given on the date on which it is delivered in hand, received via registered mail and addressed to the respective addresses of Parties set forth above unless such addresses are changed by written notice to the other party.
- (iii) This agreement contains the entire Agreement between the Parties representing the subject matter hereof.
- (iv) The headings of the articles and other sub-divisions of the Agreement are for convenience of reference only and bear no effect on the interpretation of this Agreement.
- (v) The Bank reserves the right at all times to amend the terms and conditions hereof (including procedures stated hereunder) which will become effective upon such amendment.
- (vi) All costs (including cost between the Advocate and client), charges, expenses, taxes, duties (including stamp duty) in relation to this Agreement and any document executed pursuant thereto and in relation to the enforcement of this Agreement shall be borne and paid by the respective parties.
- (vii) In this agreement, if the context permits or requires words importing the masculine gender shall include the feminine and neuter genders, and words in the singular numbers shall include the plural and vice versa.

**14. Arbitration**

The Parties agree that any disputes or differences arising out of or in connection herewith or anything done or omitted to be done pursuant hereto shall be attempted to be first settled amicably failing which, it shall be referred to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent statutory modifications from time to time. The venue of arbitration shall be Mumbai.

**15. Governing Law and Jurisdiction**

This Agreement and all matters arising under it shall be governed in accordance with the laws of India and subject to the jurisdiction of courts in India.

*P. J. Kulkarni*  
REG. NO. 101/2013 (PIYU AGNIHOTRI)  
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*Dr. Rajesh B. Goel*  
**Dr. Rajesh B. Goel**  
**Registrar**  
**MGM Institute of Health Sciences**  
(Deemed University u/s 3 of UGC Act, 1956)  
Navi Mumbai- 410 209

16. Subject to the conditions mentioned in the Letter dated 07/05/2019 signed by Ms. Piyu Agnihotri, SOM, IDBI Bank Ltd, CBD Belapur, Navi Mumbai-400614, the agreement is signed.

IN WITNESS WHEREOF, The parties herein have hereunto set their respective hands to this agreement executed in duplicate on the day, month and year first above written.

**For and on behalf of Merchant**

Signature :   
Name : Dr. Rajesh Goel  
Title : Registrar  
Address : Sector-1, Kamothe, Navi Mumbai-410 209

**For and on behalf of the "IDBI Bank Ltd"**

Signature :   
Name :   
Title : SOM  
Address : IDBI Bank Ltd, CBD Belapur, Navi Mumbai-400614



  
**Dr. Rajesh B. Goel**  
Registrar  
MGM Institute of Health Sciences  
(Deemed University u/s 3 of UGC Act, 1956)