

# जनकल्याण सहकारी बँक लि.

## (Scheduled Bank) JANAKALYAN SAHAKARI BANK LTD.

### **APPLICATION FORM FOR ATM-CARD**

SECTION (A) PERSONA	SECTION (A) PERSONAL INFORMATION				
DATE OF APPLICATION: BRANCH :					
NOTE: please fill the form in CAPITAL LETTERS & Tick Mark (✓) wherever applicable					
NAME IN BLOCK LETTERS (as to be embossed on the card maximum 20 characters)					
	(SURNAME, FIRST MIDDLE WITH ONE BLANK SPACE)				
ACCOUNT TYPE : SAVING CURRENT ACCOUNT NUMBER: OVERDRAFT					
ACCOUNT OPENING DATE: DAY MONTH YEAR					
A/C OPERATION:	SINGLE EITHER OR SURVIVOR (S)	OTHERS (SPECIFY)			
ACCOUNT DETAILS	1.				
	SEX : MALE / FEMALE DATE OF BIRTH : DAY	IONTH YEAR			
	2.				
	SEX : MALE / FEMALE DATE OF BIRTH : DAY	ONTH YEAR			
	3.				
	SEX : MALE / FEMALE DATE OF BIRTH : DAY M	IONTH YEAR			
RESIDENTIAL ADDRESS	S : ROOM / FLAT / PLOT NO.: BLDG / SOCIE	TY NAME			
ROAD NO / NAME					
		LAND MARRIX			
LAND MARK					
	CITY	PIN NO.:			
TEL	FAX MOBILE				
E-MAIL:					
OTHER BANK ATM CA	ARD NO (if any)				
OTTLIT BANK ATM OF	Bank Code City Code Br. Cod	e Account Number			
SECTION (B)- DECLARATION & UNDERTAKING					
I/We declare that all information is true & correct. I/We, have accept & abide by the terms & conditions governing the operation / use of ATM Card the rules & bye Law of the Bank which are now in force or may hereafter come in force.					
	TM CARD' in name mentioned above for accessing above referred Accou	int (s).  [ Specimen Signature (s)]			
	cant / Joint Account Holder (s)	[ Specifier Signature (s)]			
1.	1.				
2.	2.				
3.	3.				
OFFICE USE ONLY Signature verified.					
CARD REQUEST : NEW REPLACEMENT STOLEN / LOST / DAMAGED ADD - ON EXPIRED					
PREVIOUS CARD HOTLISED (if issued) : Y N PAN CARD OTHER					

i/we request you to pro	ovide me / us (tick the	facility) (Separate i	orm to be filled) :		
АТМ					
Application for other facilities & Undertaking					
I/We have read the terms and condition as they are in force now and from time the initial pass word / PIN (Personal Identity our accounts information.  I / We undertake to keep the Password Further, I /We shall be responsible for party and the Bank shall not be held re-	ns for providing above service to time in force for such face entification Number) which I / PIN with myself / ourselves any disclosure of my / our p	cilities. I/We request you to without giving any room to bassword / PIN or Account	o provide me/us the ATM Card cally for maintaining secrecy of for disclosure to any third party. In level information to any third		
I/We shall be availing this facility at my/					
Signature/s: 1)	2)	3)	-		
I recommend To Issue ATM Card  I recommend To Issue ATM Card	Re	marks (if any)			
Date :			BRANCH MANAGER		

## JANAKALYAN SAHAKARI BANK LTD.

(SCHEDULED BANK)

Head Office: 140, Vivek Darshan, Sindhi Society, Chembur, Mumbai - 400 071. Tel.: 2522 2582 Fax: 2523 0266

#### Terms and conditions for the issue and use of ATM card.

- 1. Meaning of certain terms: The term "Bank" refers to "Janakalyan Sahakari Bank Ltd." "ATM" refers to the Automated Teller Machines installed by the Bank "Card Holder" refers to an account holder who has been issued an ATM Card. ATM Account refers to the authority of operating an ATM in terms of the eligibility criteria stated herein below. If more than one person sign and thus agree to be bound by these terms and conditions, the obligations of such persons hereunder shall be joint and several and as the context may require, word herein denoting the singular only shall be deemed to include the plural. Any notice hereunder to any such person shall be deemed effective notice to all such persons. If the person who signs and thus agrees to be bound by these terms and conditions is a female, as the context may require, words herein denoting the male gender shall also be deemed to means and include the female gender.
- 2. ATM Card Issuance: (a) An account holder may be issued an ATM Card by the bank at its discretion, if he/she has satisfactorily conducted savings and/or current account and/or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of ATM Card. The account holder shall give his/her preference of such account(s) held by him in writing in the ATM application form for issue of ATM Card. (b) A Minor's account or an account in which a minor is a joint account holder, is not eligible for issuance of ATM Card. (c) AN ACCOUNT OPERATED UNDER JOINT SIGNATURE(S) SHALL NOT BE ELIGIBLE FOR AN ATM ACCOUNT. (d) Notwithstanding the above, the Bank shall have absolute and final authority to decide eligibility or otherwise, for an ATM Account.
- 3. Joint Account: In case of joint accounts where only one card is issued to a joint account holder, the other joint account holder(s) shall expressly agree with and give his/her consent on the application form for issued of ATM Card. In case any of the Joint Account Holder(s) gives "stop payment stop transactions" instructions in respect of operations through the use of ATM card, on any of the accounts held jointly by them, no operations will be allowed on such account(s) through the use of ATM card. The "stop payment stop transactions" instruction can be given only in respect of such accounts in which he/she is a joint account holder.
- 4. **Non-Transferability:** ATM card is not transferable under any circumstance and shall be used only by the Card holder.
- 5. Personal Identification Number: Each Cardholder will be issued a sealed envelope containing a four digit number called Personal Identification Number (PIN) to gain access to the ATM services. This number can be changed to any other convenient four digit number by the Cardholder, at the ATM. The PIN shall under no circumstances be revealed to any third party. The Cardholder shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorised use of ATM card and shall be liable for any increased liability which he may incur on account of unauthorised use of the PIN and ATM card. If the Cardholder forgets the Pin, he/she should make an application in writing for a fresh PIN. The selection of a new Personal Identification Number and/or the replacement of ATM card shall not be construed as the commencement of a new contract.

#### Choosing PIN:

- Do not use a number or numbers that can obviously be associated with you for instance telephone number, birthday, your street number, driving license number or Popular number sequences (such as 786 or 2005 or 1111).
- 2) Ideally choose a random combination of numbers this is the hardest for a criminal to guess. If this is difficult for you to remember then perhaps use a combination of double numbers. e.g. 99 along with two others that have some meaning for you.
- 3) Change PIN number at frequent intervals.

#### Keeping Your PIN a Secret:

- 1) Do not allow anyone else to use you card, PIN or other security information.
- Always memorize your PIN and other security information. If the PIN you are provided with is difficult to remember, change it to something more memorable at a cash machine as soon as possible.
- Always take reasonable steps to keep your card safe and your PIN secret at all times.
   Neither your bank nor any agency is authorized to ask you to disclose your PIN.
- 4) Never write down or record you PIN or other security information on cad or at a place easily accessible by others.

- 6. **ATM Card Safety:** In case the Cardholder feeds an incorrect PIN on more than three occasions during a single operation, the ATM Card shall be retained by the ATM Machine. Similarly after completion of the transaction, if the Cardholder forgets to retrieve the ATM Card, the ATM Card shall be retained by the ATM Machine. In such an eventuality, the Cardholder would have to approach the concerned branch and get back the ATM card. It is the responsibility of the Cardholder to preserve the ATM Card in a good condition. The Cardholder is advised to keep the ATM Card in the pouch given for the purpose. If the allotted ATM Card is unusable for any reason, then on a written request from the Cardholder, the same would be replaced by the Bank by issue of new ATM Card and only on surrender of the ATM Card rendered unusable.
- 7. **ATM Features**: (a) Withdrawal of Cash by the Cardholder from his ATM Account upto a certain amount / limit only as fixed by the Bank from time to time and during a cycle of 24 hours. (b) Withdrawals would not be permitted in accounts going below the Minimum Balance level due to the withdrawals or due to debit entries effected by the Bank towards charges, costs, interest etc. (c) Enquiry for balance in the ATM Account. (d) Request for Statement of Account. (e) Requisition for issued of Cheque Book. (f) Any additional facilities made available by the Bank on the ATM from time to time.
- 8. **Minimum Balance in Account:** The Cardholder shall maintain, at all times, such minimum balance in his account, as the Bank may decide from time to time and the Bank may at its discretion levy such penal or service charges as per the Bank's rules from time to time, or withdraw the ATM facility, if at any time the amount of deposit falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder(s) and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.
- 9. Charges, Fees and Interest: The Bank reserves the right to charge a 'Fee' for providing the ATM Card facility to the Cardholder, as determined by the Bank from time to time. The Bank reserves the right to debit the Account of the Cardholder with the amount of such Charges, Fees and Interest. The Bank reserves the right to charge necessary fees if the ATM Card is found to be tampered & unusable. The same will have to be surrendered prior to issue of new card.
- 10. Multiple (ADD-ON) ATM Cards: In case of Joint Account with operational instructions "Either or Survivor" the Bank may issue an ADD-ON ATM Card to the other Joint Holders of the Account, on specific written request by the Joint Holders, after debiting additional charges as applicable. In case of joint account(s) where more than one person has been issued ATM Card, all the Cardholders put together, shall withdraw only upto the permissible limit allowed to single card account(s), within the cycle time of 24 hours.
- 11. Loss / Theft of Cards: The Cardholder shall be responsible for the safe custody of ATM card. In case of loss or theft of the ATM card, the Cardholder shall advise any of our branches, preferably the card issuing branch as promptly as possible in writing, of the loss of ATM card, however occuring. Cardholder shall however he responsible and liable for all transactions effected by the user of the Card until it is confiscated / cancelled. Another ATM card will be issued to the Cardholder, in lieu of lost / stolen ATM card provided.
  - i. A written request has been received by the Bank.
  - ii. Payment of the duplicate ATM Card issue fee as applicable has been made.
  - iii. An undertaking has been given to the Bank to surrender the lost stolen ATM Card in case it is found subsequently.
  - iv. Formal stop payment instructions are given on the lost stolen ATM Card.

The said replacement ATM Card would be issued at the sole risk and responsibility of the Cardholder as in accepting the 'Stop Transaction' instructions. It is clearly understood and the Cardholder agrees that should payment be made against the lost/stolen ATM Card inadvertently or by oversight or due to software or operational failure, the Bank will be in no way responsible.

- 12. **Deposit:** The bank shall not take any deposit for providing this facility. However, the Cardholder would be required to maintain the Minimum balance in his Account.
- 13. Funds in the accounts: The Cardholder should not use or attempt to use ATM card without sufficient funds in the account he wants to operate through the card.
- Overdrawings: Cash Withdrawals would not be allowed if the ATM Account is being rendered overdrawn after the withdrawal.
- 15. Refusal/Termination/Withdrawal of ATM Card Facility: The Bank reserves its absolute right and sole discretion to refuse to issue, renew, suspend, call off or withdraw the facility of the ATM Card for misuse, malfunction, tampering, non-payment of Account Charges, non-maintenance of minimum balance, non-payment of interest, etc. without assigning any reason or giving any prior

notice to the Cardholder. The Bank shall terminate the ATM Card facility with immediate effect upon the failure of the Cardholder to adhere to or comply with the terms and conditions herein set forth, or upon his default under any agreement or commitment (contingent or otherwise) entered into with the Bank, or upon his becoming subject to any bankruptcy, insolvency proceedings or proceedings of a similar nature or on demise of the Cardholder or upon reported lunacy, instantly or unsound mind of the Cardholder if it is deemed by the Bank that the ATM Card facility is being misused in any way or upon the Cardholder becoming Non-Resident. Notwithstanding the termination of the ATM Card facility, the transactions already processed after the termination shall be put through the Cardholders Account.

- Indemnification: The Cardholder shall indemnify the Bank for the loss or damage caused directly
  or indirectly by his act or commission or omission contrary to any of the terms and conditions,
  or even otherwise.
- 17. Bank's Lien: The Bank shall have a right of lien and set-off, irrespective of any other lien or charge, present as well as future, on the term deposits and other deposits held by the Cardholder or in any other Account whether in his single or joint name, to the extent of all outstanding dues whatsoever arising as a result of the ATM facility extended to and/or used by the Cardholder.
- 18. Closure/Termination: Any Cardholder can request withdrawal/cancellation of his ATM Card facility, provided an application to that effect is received in writing giving notice of at least seven working days and the ATM Card is surrendered along with application. The Bank shall recover service charges of Rs. 100/- for cancellation of the ATM Card. Withdrawal/Cancellation of the ATM Card facility would be permitted only when all the dues to the Bank are settled by the Cardholder. Where the SB, CA or any other account is sought to be closed, all ATM cards given to the customers for that account shall be surrendered along with the request for closure.
- 19. Account Status Change: Once the ATM Card is issued to an Account, any change in the mode of operations, transfer or change of the ATM Card shall not be permitted unless prior intimation is given in writing and agreed to by the Bank. If the mode of operation is changed to operate under joint signature then operations using the ATM Card shall not be eligible for the withdrawals with ATM facility and the Bank shall cancel the ATM Card issued to the Account Holder. Any change in the status of the ATM Card will necessitate a change of the ATM Card. The Cardholder would therefore have to surrender the old ATM Card and a new ATM Card would be issued in lieu thereof on payment of necessary fees / charges.
- 20. Authority & Responsibility: (a) The Bank reserves the right to limit the amount of withdrawal allowed on the Cardholder at any time, without giving prior notice. (b) The Bank reserves the right to restrict access to the ATM during certain hours of the day, as may be notified and displayed from time to time. (c) The bank reserves the right to amend, add, delete any of the terms and conditions or operating rules without prior notice to the Cardholder. However, any change shall be displayed near the ATM for information of the Cardholder. (d) The transactions done using the ATM Card would be the sole responsibility of the Cardholder, as if with the Cardholder's knowledge or authority, express or implied. (e) The printed outputs generated at the time of any transaction or operation of the ATM are mere record of the operation of the ATM only or the information of the Cardholder and should not be construed as Bank's records for any purpose. (f) The Bank's record of transactions shall be accepted by the Cardholder as conclusive and binding for all purposes.
- 21. Honouring of the ATM Card: The Bank shall under no circumstances be responsible or held liable to the Cardholder if the ATM Card is not honoured in the desired manner for whatsoever reason or if the ATM Services are disrupted or if the ATM malfunctions or if the ATM does not work due to power or technical failure or temporary insufficiency of cash in the ATM or failure of communication lines or any other circumstances beyond the control of the Bank or any other reason. The Bank shall not be liable for any consequent direct or indirect loss or damage arising therefrom.
- 22. Ownership of the ATM Card: The ATM Card is the property of the Bank and should be surrendered to the Bank by the Cardholder on request or in the event of the Cardholder no longer requiring the services of the ATM Card. The ATM Card is a facility given to the Cardholder to facilitate faster withdrawal of cash from his ATM Account. The Bank reserves the right to disclose in strict confidence to other institutions or statutory authorities, such information concerning the Cardholder Account as may be necessary or appropriate with its participation in any Electronic Funds Transfer Network, presently or in future.
- 23. Authority to debit the account: The Cardholder along with the Joint account holder(s), if any, shall authorise the Bank to debit the account(s) with the amount of withdrawals, or transfers effected by the use of ATM card, as per the Bank's records. The Bank's record for transactions processed by the ATM machine shall be binding on all the joint account holders, jointly and severally.

- 24. Delivery of Card/PIN: The Bank may decide to send the ATM Card and / or the PIN to the branch where the customer has the account or directly to the customer or in any other combination. Where the ATM Card and / or PIN is sent to the Cardholder by post / courier of Bank's choice at the address mentioned in the application form at his risk and responsibility and that such delivery by post / courier at that address will be construed as a valid delivery of the Card / PIN to the Cardholder, irrespective of whether the said Card / PIN is delivered to him or to some other person at that address.
- 25. The Cardholder shall get his passbook updated at least once in a month. The Cardholder shall inform the Bank in writing within seven (7) days from the statement date or from the date of completion of his passbook of any irregularities or discrepancies that exist in the transaction details at an ATM. If no such notice is received during this time, the Bank will assume the correctness of both the transaction and the statement of account / passbook and the Bank will not be liable for claims / representations made by the Cardholder subsequently.
- 26. Change of terms and conditions: The Cardholder/s has/have read, understood and agreed to be bound by these terms and conditions subsisting. The Bank may in its absolute discretion withdraw the Card, the service thereby provided or to add / modify / delete any of the terms and conditions at any time without prior notice to the Cardholder and the same shall be binding on the Cardholder. Use of the ATM Card after the date specifying such modifications / changes will constitute acceptance of such change. The Bank has the absolute discretion to withdraw ATM card, the service thereby provided, or amend or supplement any of the above terms and conditions at any time without prior notice to the Cardholder.

#### Disclaimer:

"The Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products / services."

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