

Date:						
HBL Branch Code HBL						
Branch Name						
Account Holder's A/C No.		1		1		
Accountholder's Account Title						
Account Holder Name						
CNIC No. of Account Holder						
CSD Case / Customer Name						
CSD Case No.						

New Agreement

Replacement request (existing account to be replaced

I, do hereby order and authorize Habib Bank Limited (HBL) that as and when instructions ("Instructions") are received, from time to time, by HBL from [Canteen Stores Department (CSD)], HBL may, subject to its policies, debit my above-mentioned bank account ("Account") in accordance with the Instructions, without any reference or further instructions from me ("Transaction").

Funds debited from my Account in accordance with the Instructions shall be credited in the following account of **Canteen Stores Department (CSD)** (or such other account as may be notified in the Instructions):

CSD SIDA COLLECTION
00427992006203
Habib Bank Limited
0042

The above-mentioned instructions and the authority provided to HBL hereunder shall remain valid and inforce till such time when **Canteen Stores Department (CSD)** will notify HBL in writing for stoppage of future payments.

I understand and acknowledge that:

a) HBL, through its branches in Pakistan, is acting as an agent for the **Canteen Stores Department** (CSD) in respect of collection of amounts from Customer of the **Canteen Stores Department** (CSD) ;

b) HBL shall have no liability in respect of any and all claims and disputes of whatever nature (including claims and disputes relating to HBL's performance or non-performance of its obligations as an agent) arising out of or relating to: (i) the Transaction; (ii) HBL acting in accordance with instructions and authority provided hereunder; and/or (iii) HBL acting in accordance with the Instructions; and by executing these instructions in the space below, I signify my acceptance of the terms and conditions printed overleaf ("Terms and Conditions"); and (ii) I do hereby agree to abide by and be legally bound by the Terms andConditions.

In consideration of HBL acting on the instructions and the authority provided to HBL hereunder, I hereby agree to indemnify and hold HBL, its directors, president, officers, employees, agents and representatives ("Indemnified Person") harmless from all costs, expenses, damages, penalties, liabilities (of whatsoever nature), claims, proceedings, suits and litigation (of whatsoever nature) arising out of or related or incidental to: (i) The Transaction; (ii) HBL acting in accordance with instructions and authority provided hereunder; (iii) HBL acting in accordance with the Instructions; and (iv) the Terms and Conditions.

Signed on [\_\_\_\_] day of [\_\_\_\_] in the year [\_\_\_\_]

Signature of Account Holder (Duly Verified by HBL Branch) Checked by\_\_\_\_\_ (Authorized signature) Signature/Account Verified by HBL CMD (Signature of verifying officer)

Witnessed by:

1.

Name: CNIC: Address: 2.

Name: CNIC: Address:

## **Terms & Conditions**

1. A person opening and maintaining any account with Habib Bank Limited (called hereinafter "Customer" and Habib Bank Limited referred hereinafter as the "Bank" respectively) shall maintain sufficient balance in the relevant account so as to enable the Bank to carry out any standing order (payment amount plus any bank charges, if applicable) given by the Customer in relation to the account on each and every payment date.

2. Neither the Bank, nor any of its branches, correspondence or agents will be held responsible for any loss, delay, error or omission arising out of any mode of communication used for effecting payments under a standing order of the Customer except where such loss, delay, error or omission occurs due to the willful negligence of the Bank.

3. The Bank will not be liable to the Customer or any other person for any delay in payment or non- payment Pursuant to a standing order.

4. The standing order shall remain in full force and effect until advised by the Customer in writing to the Bank that no further payment is required pursuant to the standing order. The Bank may also at its discretion terminate this order with or without assigning any reason thereof as to future payments at any time by giving notice in writing to the Customer after being advised by the **Canteen Stores Department (CSD)** that no further payment is required.

5. On the date of the payment pursuant to the standing order, the Bank reserves the right to determine priority of the payments to be made against cheques or other payments instructions presented to the Bank or any other existing arrangements made with the Bank and not make payments under the relevant standing order, provided that any such payment shall not, in any case, be unreasonably withheld.

6. In the event of the death, incapacity, bankruptcy or insolvency of the Customer, the Bank shall not be liable for any loss pursuant to such event and will continue to effect transactions under the standing order, unless and until the Bank has received written notice of cancellation of the relevant standing order together with satisfactory documentary and other evidence including an order from the court of law establishing the authority of the person executing such written notice.

7. In the case of a payment date pursuant to a standing order of the Customer falling on a holiday, the Bank

Will effect the payment on the next working date.

8. If, in the sole opinion of the Bank, the bank account of the Customer has insufficient funds to execute the SIDA for installment collection, the Bank will reattempt up to maximum 3 times within the span of 5 days. The Bank is not obliged to advise the Customer of anyinsufficiency.

9. If there are insufficient funds in the account of the Customer to carry out any standing order, the Bank may without notice to the Customer, cancel the instructions of the Customer regarding the standing order and inform **Canteen Stores Department (CSD)** accordingly.

10. Any amendment/cancellation of a standing order by the Customer should be in writing with consent of **Canteen Stores Department (CSD)**. The standing order may not be amended or cancelled in any other manner. A charge may be levied as per the collection agreement for any new standing order and for each subsequent amendment.

11. A charge may be levied as per the collection agreement for each periodic payment effected by the Bank pursuant to a standing order, in addition, incidental postage and/or stamp duty, if applicable, may also be levied.

12. The Bank may, at its discretion, levy a charge as per the collection agreement for each payment due under a standing order not affected due to insufficient funds in the account of the Customer.

14. If a standing order is, or purports to be, signed or executed by or on behalf of more than one person then the liability of each such person to the Bank under these terms and conditions shall be joint and several and each and every agreement and obligation herein shall be construed accordingly.