

Ver : 03/18

APPLICATION FORM

Date of the Agreement 16 04 2018

Region EAST - L

Merchant Details

Legal Name M. S INFOTECH
DBA Name M. S INFOTECH

Registered Address DEPAL, DEPAL-III, PURBA MEDINIPUR, CITY RAMNAGAR
State WEST BENGAL PIN Code 721453
DBA Address DEPAL, DEPAL-III, PURBA MEDINIPUR, CITY RAMNAGAR
State WEST BENGAL PIN Code 721453

Type of Business Entity ☒ Proprietorship ☐ Partnership ☐ Individual ☐ LLP ☐ CLUB ☐ Pvt.Ltd./Public Ltd ☐ Trust ☐ NGO

Year of Establishment 05 07 2017 Shops & Esta.No:

TIN PAN (As applicable) DFAPS46747

GST

Name(s) of the Owner /Proprietor/Partners/Directors MAHESH SHUI

Name(s) Of The Authorized Signatory MAHESH SHUI

Nature Of Business SERVICE PROVIDER MCC

Type of Device ☒ MPOS ☐ Digital GPRS ☐ Paper GPRS
Services ☐ POS ☒ C@Pos ☐ EMI ☐ AMEX ☐ Pre-Auth ☐ Loan

Merchant Details

Residential Address DEPAL, PURBA MEDINIPUR
City DEPAL
State WEST BENGAL PIN Code 721453

Contact Details Name MAHESH SHUI
Mobile No. 9933 667383 Alt. Mobile. No
Landline No. STD. Code

Email ID SHUI MAHESH@OUTLOOK.COM

Merchant Business Information

Business Hours: Weekdays 9 AM To 9 PM Weekend To

Business Income 10000 Turnover During Last Year Amount

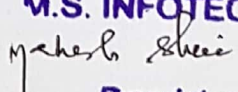
Other Information

Expected Card Business INR 50000 Average Bill Amount INR 4000 CC DC

Name Of Other Pos Currently Used

Current MDR: Credit Cards: Debit Cards:

Member since

Merchant Bank Details											
Bank Name		IDBI BANK									
Branch Name		CONTAI									
Direct Credit to Bank Acc. No		1246102000005302									
IFSC Code		IBKL0001246									
MICR											
☐ Saving Account		☒ Current Account									
☐ Bank Statement Attached		☒ Cancelled Cheque Leaf Attached									
☐ Bank Pass Book											
Payment Details											
☐ Device Owned By Bijlipay		Installation Fee		INR						+GST	
☒ Device Owned By Merchant		Device Price		INR						+GST	
Advance Rent/Set-up/Implementation fee Collected (Including Applicable GST)		INR									
Swipe		Amount		Date		Swiped On The Terminal Of					
Cheque / DD		Cheque / DD No		Amount		Cheque / DD Date		Cheque Deposit Date			
Bank Name											
NEFT / IMPS REF NO											
No. Of Months Rent Paid In Advance				Period:.....20.....to.....20.....(Specify the month and year)							
Monthly Rent		INR		150						+GST	
No. of Terminals											
Other Charges (pls Specify)		INR								+GST	
Total Amount Paid		INR									
This contract is automatically renewed unless cancelled by the merchant giving at least one-month notice or cancelled by STPL for reasons mentioned in the main agreement, under section "Termination". Rental for the renewal period (as per the initial subscription) would be collected by cheque/ NEFT/Card swipe/DD/ACH/SI/MID debit from the settlement done. Terms & Conditions 1) The fees/rent/charges collected are Non-Refundable and to be paid by way of a crossed cheque/Card/NEFT in favour of Skilworth technologies Private limited, Chennai. 2) The Mpos/GPRS device is the property of Skilworth technologies PVT Ltd. In the event if any loss or breakage, we reserve the right to recover the full cost of the terminal from the merchant. 3) Mpos/GPRS service is on a "best effort" basis on availability of sufficient signals from the telco service provider at the location of deployment of the device 4) Please preserve this acknowledgment as no duplicate would be issued under any circumstances. 5) Warranty on the device is for two years. Warranty does not cover physical damage/damage due to negligence in handling the device. 6) ACH will be effective only for advance rent expired cases and for monthly rentals. The frequency of the ACH will be as per the selection by the merchant in ACH. 7) INR 500+ GST will be levied towards cancellation charges for devices cancelled by the merchant.											
M.S. INFOTECH  Proprietor Merchant Signature:.....											

BEST PRACTICES

Do's

- Check card plastic for any abnormalities. Verify for Visa/ Master/ Maestro/ Rupay emblem, logo, pre-printed Bank name & validity of the card before the transactions..
- For transactions above Rs.10,000 using domestic credit/ debit card, collect the customer's ID proof. Email the copy of the documents along with invoice copy to service@bijlipay.co.in if requested.
- For transactions above Rs.10,000 using International credit/ debit card, collect the customer's Passport & Visa Copy. Email the copy of the documents along with invoice copy to service@bijlipay.co.in if requested.
- For Transactions exceeding Rs.50,000 PAN card copy of the customer is mandatory.
- Ensure you send receipt to the customer also have the invoice signed & goods receipts acknowledged by card holder in case of any dispute later.
- Submit requisite documents to Bijlipay upon request wherever the amount is withheld in risk triggers immediately so as to enable/release such withheld payments.
- Notify us if your business address / ownership / business model changes in any way.
- Update us your e-mail id & mobile no. for uninterrupted updates & services.
- Do notify us immediately if you are changing your bank account
- Return the mPOS terminal to the Bijlipay office immediately on discontinuation of the Merchant Agreement
- Ensure that the transaction is complete/ successful before you render your service or deliver goods

Don't

- Do not process your own credit/ debit cards on your own MPOS/ POS terminals
- Do not accept white plastic/ card without logo of bank/ Mastercard/ Visa/ Maestro/ Rupay.
- Do not split the amount / or do not encourage multiple swipes for a single amount transaction.
- Do not accept sensitive credit card data via e-mail or other electronic format (i.e., chat windows).
- Do not refund a card payment as cash or cheque to customer. Refund to be processed to the card that was used to make the purchase. (Otherwise, the customer can take the cash and still make a chargeback, so you will lose the amount.)
- Do not handover your MPOS/ POS terminal for anyone else to use
- Do not provide CASH against Credit/ Debit/ Prepaid/ Gift cards – Unless registered specifically to provide such services

OFFICE USE

I/We have visited the place of business of the Member Establishment and recommend for enrolment, against the following confirmation:

- | | |
|---|--|
| ☐ Proper Verification done | ☐ Documents collected |
| ☐ Merchant Agreement | ☐ Demo done |
| ☐ Communicated monthly rental/ MDR charges | ☐ Do's and don't shared |

Credit to OD Account NO.

(for Ltd. / Pvt. Ltd. & Partnership Firm)

I/We confirm that we have checked and verified all the details given in this form;

Name of Sales Executive

Signature of the Sales Executive/ Manager

SAT Name

SAT Signature

MERCHANT DECLARATION

I/We request to accept MDR / Commission Debit Card / Credit Card + Applicable Taxes for mPOS/ POS

I/We hereby confirm that all information given to SKILWORTH TECHNOLOGIES Pvt. Ltd., in this form is correct and accurate and agree to have an acquiring relationship with

SKILWORTH TECHNOLOGIES Pvt. Ltd.

Corporate office: Chaitanya 'Exotica' 9th Floor,

New No.51, Venkatnarayana Road,

T.Nagar, Chennai - 600 017. Phone : +91 44 4605 9500

Toll Free 1800 4200 235 / Whatsapp No : 95512 00235

Email : service@bijlipay.co.in

Registered office: No.20C/2A Sarangapani Street, T. Nagar, Chennai - 600 017

I further confirm that I have read and understood rules applicable for merchant establishment & also acknowledge that I was trained to use the App and device. I have confirm the receipt of copy of Do's and Don'ts for merchant establishment, most important Safe Card Acceptance & Procedure / Guidelines & mPOS/ POS feature/s accordingly.

Place:

Date:

M.S. INFOTECH

M.S. INFOTECH

Your faithfully,

Mahesh Shree

Proprietor

Proprietor/Partners/Director/Authorized Signatory*
(with rubber stamp of the firm)

AGREEMENT

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

"Authorization / Authorized" means the process by which the Bank approves a Transaction as stipulated by the Issuer from time to time and includes the approval delivered on the Equipment using the Bijli application or terminal.

STPL means Skilworth Technologies Private Limited

"Bank" means acquiring/sponsor bank with whom STPL is the Merchant of Record.

"Batch" means a single submission of transaction to STPL for settlement, a batch usually re-presents a day's worth of transaction or transactions between two batches, if merchants are provided with the facility to settle multiple batches during the day.

"Business" means the business the Merchant Establishment who is normally engaged in as specified in the Schedule and no others.

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

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

"Card Associations" means only VISA, MasterCard, Maestro, Rupay and Amex and any other Card brand organization offering credit, debit or any other payment card programmes to Issuers.

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

"Chargeslip" means an electronic or paper record of a Transaction generated by the Merchant Establishment using Equipment.

"Data Plan" means the service provided by a third party that enables the transfer of data over its network. ME is responsible for arranging and paying for this service.

"EDC" means electronic data capture.

"Equipment" means devices such as Mobile Point of Sale terminals and Electronic Data

Capture terminals and/or Mobile Devices with the application, accessories and related software leased by STPL to or purchased by the Merchant Establishment from STPL, for the purpose of conducting Card payments.

"Issuer" means a licensee of a Card Organization issuing a Card.

"Merchant/ ME" means a person/company involved in trade and supplying goods/services to customers. Also, the words "you" and "your" referred to merchant in this document.

"ME Commission / Merchant Discount Rate (MDR)" means the commission payable to

STPL by Merchant Establishment ("ME") for facilitating a Transaction.

"Mobile Device" means any smart mobile phone or tablet enabled with android or any other compatible operating system with Bluetooth connectivity compatible with the device provided to the ME by STPL.

"Mobile Point of Sale or mPOS" means a Mobile Device with card-acceptance and software application installed on it.

"PADSS" means Payment Application Data Security Standard Council.

"PCIDSS" means Payment Card Industry Data Security Standards being an information security standard defined by the Payment Card Industry Security Standards Council.

"Premises" shall mean the place of business of the ME as stated in the Schedule.

"Payment Gateway" means an e-commerce services that authorizes credit and debit card payments for e-business.

"Point of Sale or POS" means the EDC Terminal used for card payments at the location where the Transaction is completed.

"Refund(s)" means the amount to be repaid by ME to Card Holder for reasons set out in clause 7.4.1.

"Retrieval Request" means a request made by the issuer to obtain details of the transaction.

"Rules" means the rules and regulations and/or requirement releases, interpretations and other requirements that are promulgated, imposed or adopted by Card Associations/RBI/NPCI/Bank etc., and as they may from time to time be amended. "Settlement(s)" means the payments due to the ME for all successful Transactions net of ME commission and other charges calculated at the end of each business day and available for wire transfer to ME bank account on the next working day.

"STPL" Skilworth Technologies Private Limited

"Transaction" means the transaction between a Card Holder and the ME for the payment by such Card Holder to ME towards the Card Holder's purchase of goods and/or services from the ME resulting in the generation of a Chargeslip.

"Transaction Amount" means the amount of the Transaction appearing on the Chargeslip.

"Valid Card" means a Card permitted by the Bank for Transactions and that has not been reported lost or stolen. "Visa/MasterCard/Maestro/Rupay and Amex Dispute Resolution Rules" means rules defined and mandated from time to time provided in Visa/MasterCard/Maestro/Rupay and Amex websites for settlement of disputes raised by the issuer.

2. MERCHANT ESTABLISHMENT'S REPRESENTATIONS AND WARRANTIES

ME represents, warrants and declares that:

2.1 ME conducts its Business as set out in the Schedule.

2.2 ME holds the valid and subsisting licenses, permits and consents required under applicable laws/regulations for the conduct and operation of the Business and there are no pending litigation on the business or personnel running the business regarding the Establishment or related activities.

2.3 This Agreement is a legal and binding obligation of ME and is enforceable against the ME in accordance with its terms.

2.4 ME agrees and acknowledges that the services provided may involve third party providers like banks, payment processors etc. ME agrees that it shall abide by all requirements and procedures as supplied by STPL from time to time and any other applicable rules and regulations for those services.

3. MERCHANT ESTABLISHMENT'S COVENANTS

3.1 The ME shall when requested by a Card Holder, facilitate a Transaction via the Equipment and in accordance with the terms and conditions of this Agreement including the card acceptance procedure notified in writing or by electronic form as may be amended by STPL /BANK from time to time.

3.2 The ME shall enter into Transactions only in relation to goods or services Sold by ME or its authorized partner to the Card Holder. If the services are undertaken by an authorized partner, ME agrees to share the details along with any further details requested by STPL during the term of the contract. The ME shall not disburse cash to the cardholder by accepting card for transaction.

3.3 The ME undertakes all responsibilities, and not dispute for any reason to follow all the instructions provided by STPL w/o for verification of the card holder or transactions done through the equipment whatsoever, Transactions entered via the Equipment. This includes appropriate verification of the Card Holder, if required.

3.4 The ME shall inform STPL of the claims it receives in relation to Transactions or any other matter in connection with this Agreement providing details as may be required by STPL and shall not, compromise or otherwise deal with the same without prior consent in writing from STPL and acknowledges that STPL shall however be under no obligation to provide any assistance to ME in connection with any such claim, unless required by law.

3.5 The ME shall at all times maintain a proper active bank account and provide details of such account to STPL for the remittance of Settlements. ME acknowledges that STPL may verify these details and ask for further documentation, if required.

3.6 The ME shall at all times abide by of card association rules and guidelines and any other laws and regulation that is applicable for the card payment industry as published and updated from time to time by each of the members.

4. STPL'S REPRESENTATIONS AND WARRANTIES:

STPL represents, warrants and declares that:

4.1 BANK & STPL holds the valid and subsisting licenses, permits and consents required under applicable laws/regulations for the conduct and operation of its business.

4.2 BANK & STPL has taken all necessary action to authorize the execution, delivery and Consumation of Agreement.

5. STPLSTPL'S UNDERTAKINGS:

STPLSTPL hereby undertakes that:

5.1 STPLSTPL agrees to abide by the terms and conditions of this Agreement and does hereby consent to the same.

5.2 In consideration of the ME complying with the terms and conditions of this Agreement, STPL will provide at no cost to ME a software application to enable Card acceptance using a Mobile Device and hereby grants the necessary licenses to enable ME to use such software application in accordance with the terms of this Agreement.

5.3 It will provide to ME a monthly system generated statement setting out Settlement made and such statement will show all fees, charges and taxes deducted as applicable to ME

6. PROCEDURE TO BE FOLLOWED BY THE MERCHANT ESTABLISHMENT FOR EVERY TRANSACTIONS

6.1 The ME shall, as primary verification of the Card:

a) Ensure that the Card is a Valid Card; has not expired or been tampered with and is presented by the appropriate Card Holder;

b) If in doubt, ME shall verify the supporting documents of the Card Holder to satisfy that the presenter is the appropriate Card Holder;

6.2 The ME shall, after completion of the primary verification as above and in the case of a mPOS terminal or EDC terminal, swipe or insert the Card and enter Transaction details as requested (and also allow the Card Holder to enter the identification number if so required providing the Card Holder sufficient privacy to do so), as to obtain Authorization and generate a digital/manual receipt upon confirmation of the Transaction.

6.3 The ME shall, after completion of the primary verification as above and in the case of a Mobile Device obtain the Card Holder's signature on the Mobile Device within the software application when prompted, or in the manual chargeslip so as to match the same with that on the signature panel strip on the reverse of the Card.

M.S. INFOTECH

Merchant Signature: Mahesh Shui

Proprietor Page 4 of 11

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6.4 The ME shall provide to the Card Holder an electronic copy of the Chargeslip by email or SMS (short message service), or a manual copy of the chargeslip which will be deemed Card Holder's copy.

6.5 The ME shall not obtain a signature on the chargeslip if the transaction is completed using a valid PIN by the card holder.

6.6 Notwithstanding the aforesaid the ME shall obtain additional Authorization for Transactions where the ME has reason to believe that the Card may be invalid or being used by someone other than the Card Holder or that other suspicious circumstances exist.

7. MERCHANT ESTABLISHMENT'S FURTHER COVENANTS

7.1 Equipment and its Operation the ME shall:

- Receive from STPL the Equipment either by purchasing the device or by paying r
- Ensure that the Equipment is maintained in good condition and the software application is updated as per the communication received from STPL the liability will be with the merchant if the software application is not updated and if any lapses arises in performing the transaction.
- Ensure that the Equipment is not damaged and is handled with care including but not limited to Equipment transported from one point to another, ensuring that Transactions are not affected;
- Ensure that Mobile Device is current and meets the minimum specification requirements issued by STPL from time to time for the proper functioning of the application;
- The ME at its cost provides the data connection network required to complete Transactions;
- Report promptly to STPL a fault or suspected fault in the operation of the Equipment;
- Provide all reasonable assistance to STPL for the prevention and detection of fraud relating to use of the Equipment;
- Keep confidential the information received from STPL in connection with the Equipment and not disclose it to any person other than its staff member(s) connected with the operation of the Equipment for effecting Transactions;
- Ensure Equipment is used solely by ME and no other merchant establishments;
- Be responsible for any loss, damage or failure resulting from a breach of these provisions. For the avoidance of doubt STPL shall have no liability for such loss, damage and /or failure;
- Take all requisite precautions to ensure that the Equipment is housed in safety casings / harnesses, where frequently used in transit.
- Ensure that credit/debit card ME of any of his blood relatives is not used in Mpos/POS/PG services.
- Ensure that white plastics/card without logo of Bank/MasterCard/Visa/Rupay/Amex are not accepted.
- Ensure that the single transactions are not split into multiple swipes from the same card.
- Ensure that sensitive personal identification data are not accepted through unsecured mode.

7.2 Card Acceptance

ME shall:

- Honor a Valid Card when presented for a Transaction and must not favour anyone
- Not engage in any practices or procedures that discriminates against, or discourages the use of Valid Cards whether in favor of cash or any other competing Card brand;
- Not levy any service charges on the Card Holder for the use of the Card;
- Not place any minimum limit on the Transaction to accept a Valid Card.Card type over another and not discriminate between Card Holders;

7.3 Transaction Handling

ME shall:

- Enter into Transactions only in Indian Rupees unless otherwise permitted by BANK/ STPL in advance in writing;
- Note down, export data pertaining to daily Transactions as a report for accounting purposes;
- Retain all Transaction data for a minimum period of twelve months and provide in such form and manner as may be required by STPL from time to time, information and related documents in respect of Transactions;
- Not split a single sale into multiple Transaction;
- Not accept Card Transactions for:-
 - goods and/or services that are prohibited by law t applicable to ME or the Card Holder; or
 - goods and/or services outside the description of ME's Business;
- While presenting any Transaction information, certify to STPL that (i) all statements of facts contained therein are true and complete in all respects, (ii) ME has supplied goods and /or services to which the Transaction information relates and to the value stated therein and at a price not greater or not less favourable than the same price and terms at which such goods and /or services are supplied by ME for cash, (iii) the Transaction information pertaining to each sale has been supplied only once, and (iv) that the sale of such goods and /or services are not unlawful; and
- In the event Equipment is leased by STPL, accept that any decision to remove the Equipment for misrepresentation or non-performance shall rest entirely in the discretion of STPL and ME shall immediately return the Equipment to STPL upon request.

7.4 Refunds

7.4.1 In the event that any goods are not received by a Card Holder or are rejected pursuant to non-compliance by the ME or pursuant to any terms of contract between the ME and the Card Holder or are otherwise lawfully rejected or are accepted for return and/or services paid for by the Card Holder are not performed or are cancelled by the ME or the price is lawfully disputed by the Card Holder or the price adjustment is disputed by the ME, the ME shall refund such amounts to the Card Holder, within fourteen (14) working days.

7.4.2 Cash and other means of refunds for a Card sale are strictly prohibited and any Refund must be paid to the same Card account used for the sale Transaction within Fourteen (14) working days.

7.4.3 Notwithstanding Clause 7.4.1 above STPL may in its absolute discretion instruct the Bank to adjust all such amounts from the amount payable to ME or provide for such other procedure, for Refund, in writing, as STPL may deem fit from time to time.

7.5 Customer Handling

ME shall:

- Deliver to the Card Holder a true electronic copy of the Chargeslip;
- If a Card is left behind by the Card Holder on the ME's premises:
 - Return it to the Card Holder subject to receiving the Card Holder's request in writing supported by evidence of identification; or
 - Hand it over to STPL within three (3) working days, in absence of such request and evidence.

7.6 ME Commission

7.6.1 ME must:

- pay STPL the ME Commission as set out in the Schedule or as advised by STPL to ME in writing from time to time and accepted by ME without having to amend this Agreement or related documents;
- Pay STPL all applicable indirect taxes including service tax for the services as set out in the application, as well as any additional fees or pricing set out in the Transaction.
- Ensure that ME Commission and any additional fees are paid when the services set out in the application are provided. However, STPL will, at its sole discretion deduct those amounts from the sums payable to ME and ME give their express consent and authorization to STPL to so deduct and further ME agrees to honour the same and no claim, of whatsoever nature, shall be raised against STPL for such deductions.

7.6.2 ME agrees to reimburse STPL for all Chargebacks.

7.6.3 Where ME leases the Equipment from STPL, ME agrees to pay STPL:

- the sum set out as rental fees in the Schedule at the frequency stated therein; and
- all other fees and /or levies as agreed by ME to pay to STPL, on account of SMS (short messaging service) charges, Bank transfer charges and the like as billed to STPL by third parties.

7.7 Interest

STPL shall charge interest at the rate of 2% above the "prime lending rate" as published by the Reserve Bank of India or such other charges as notified to ME on amounts outstanding to STPL from ME.

7.8 Indemnity

7.8.1 ME hereby undertakes and agrees to indemnify STPL and hold STPL harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, Chargebacks, costs (including without limitation, legal costs of STPL on a solicitor /attorney and own client basis), awards, damages, demands, expenses and/or losses and injuries made against, suffered or incurred by STPL howsoever arising directly or indirectly as a result of or in connection with:

- Any breach, failure or non-performance by ME or any of the ME's undertakings, Warranties, covenants, declarations or obligations under this Agreement; or
- any claim or proceeding brought by a Card Holder or any other person, or statutory authority against STPL in respect of any services offered by ME; or
- any act, neglect or default of ME's officers, employees or agents, licensees or customers; or
- any loss or liability arising to STPL in respect of any services offered by ME; or
- the ME being under suspicion by VISA, MasterCard or other Card brand, in connection with encouraging or indulging in fraudulent practices. Any claim by any other party against STPL arising from the sub-clauses (a) to (e) above as applicable.

7.8.2 The ME shall also fully indemnify and hold harmless STPL against any loss, costs, expenses, demands or liability whether direct or indirectly arising out of a claim by a third party that the ME's services infringes any intellectual or industrial property rights of that third party.

7.8.3 In the event of ME being entitled to be indemnified pursuant to the provisions of this Agreement, STPL shall be entitled to accordingly and to such extent debit the amounts from payments due to ME from STPL irrespective of any dispute that ME may have in respect of such payment.

7.8.4 Notwithstanding any other provisions of this Agreement, in no event shall STPL be liable to ME for loss of profits or revenues or for any indirect, consequential or special or similar loss or damage arising out of or in connection with a Transaction(s), or any other matter under this Agreement.

7.8.5 The indemnities under this provision are in addition to and without prejudice to the indemnities given elsewhere in this Agreement and all the indemnities provided shall survive the termination of this Agreement in perpetuity.

Merchant Signature:.....

M.S. INFOTECH

Yash Shrivastava
Proprietor

AGREEMENT

7.9 Confidentiality

7.9.1 ME shall not, store, use or disclose the name of the Card Holder, card number, expiry date, CVV number including without limitation any other confidential information of the Card Holder, or use or disclose information relating to any Transactions or the Equipment, or STPL and each of their respective businesses including legal, financial, technical, commercial, marketing and Transaction and Equipment related records, data, documents, reports, the terms of this Agreement and the details of the negotiations between the Parties etc. ("Information") to a third party unless such disclosure is compelled by applicable law and in adherence with all the relevant Data Security policies, set by any of the regulatory commissions, as mandated by the Government of India.

7.9.2 The ME agrees and undertakes that it shall:

- Keep all Information and materials passing from STPL and /or the Card Holder to the ME confidential and shall not, without the prior written consent of STPL or the Card Holder as appropriate, divulge such Information to any other person or use such Information other than for the purpose of carrying out this Agreement.
 - Take all steps as may be reasonably necessary to protect the integrity of the Information and to protect against any unauthorized disclosure thereof;
 - Promptly inform STPL or the Card Holder as appropriate of any potential or accidental disclosure of the Information as it pertains to any of them and take all steps, together with STPL and /or the Card Holder as appropriate to retrieve and protect the said Information;
 - Ensure that the employees and/or representatives of ME who are given access to the Information shall at all times be bound by the same confidentiality obligations as ME and comply with legally valid and written non-disclosure obligations under their employment contracts; and
 - Use the Information only for the purpose for which it was provided and not profit from the same in an unauthorized manner.
- f) The merchant shall ensure that the payment application software version used for processing card payments is PADSS (Payment Application Data Security Standard Council) approved and other global security standards for card present scenarios.
- g) The aforesaid clauses shall survive the termination of this Agreement.

7.10 Chargeback

7.10.1 Any Transaction entered by ME in any of the following circumstances shall be the final responsibility of ME not withstanding that the Transaction was accepted or paid by the Bank and ME agrees to the Bank charging back the Transaction without any demur or protest:

- Transactions which are not in conformity with the provisions of this Agreement;
- Transactions beyond the validity date shown on the Card;
- Transactions where the Card is altered or mutilated or the Card face or signature panel strip is defaced or faded;
- Transactions which are fraudulent, collusive, illegal or otherwise irregular in any manner whatsoever;
- Transactions incurred outside the territory authorized for use of the Card;
- Transactions where the signature of the Card Holder on the digitized Chargeslip is not the same as that on the Card;
- Transactions incurred by forgery of the Card Holder's signature on the Chargeslip;
- Transactions received by the Bank after five (5) working days of its date appearing on the Chargeslip;
- Any charge for goods and/ or services sold or provided to the Card Holder at a price which is in excess of the advertised price or in excess of the price charged to the general public for the goods and/ or service;
- Transactions for undelivered goods and/ or service;
- Transactions which the Card Holder refuses to pay because the goods and/ or service were not as promised or were defective;
- Transactions where the Card Holder asserts a claim for set-off or counter claims against the ME or disputes Card Holder liability for any reason whatsoever;
- Transactions where the transaction is split by the ME into more than one transaction with a view to circumvent the approval parameters of the Issuer;
- Transactions where the Card Holder claims that multiple or duplicate transactions have been erroneously charged by the ME.
- Transactions in respect of which a Card Holder's complaint or request for an adjustment has not been resolved; and
- Transactions which are transacted, recorded or submitted otherwise than in accordance with this Agreement.

q) Merchant agrees to submit the transaction documents as required by the card associations in event of dispute on any of the reasons allowed by the card associations to dispute.

7.10.2 A Chargeback or any payment or reimbursement from the ME of any amount under this Agreement may at STPL's discretion, be given effect through anyone or more of the following methods:

- Deduction of the relevant amount or any part thereof from the future Settlement without prejudice or limitation to STPL's right to set-off;
- The obtaining of a court order;
- Billing ME for the relevant amount or any part thereof and ME agreeing to pay the amount of the bill forth with upon receipt of the same without any demur or protest;

7.10.3 Where ME is a partnership or a proprietary concern and a partner(s)/ the proprietor is a Card Holder in an individual / personal capacity, such partner/ proprietor shall not use his Card for the purchase of goods and/ or services from the ME thereby utilizing the payment received from the Bank against such purchases. Such Transaction shall not constitute valid charges.

8. STPL'S COVENANTS AND RIGHTS

8.1 Based on the representations, warranties, indemnities and covenants made herein by ME, STPL hereby permits ME to enter into Transactions with Card Holders using a Valid Card and the Equipment and adhering to the procedure stated herein above and thereby STPL agrees to instruct the Bank to pay to ME the amount of such Transaction subject to other terms and conditions of this Agreement.

8.2 STPL reserves the right to amend the terms and conditions of this Agreement (or any procedures there under) in writing from time to time at its sole discretion. Any such variation or amendment or introduction will become effective and binding on the ME upon notification to the ME by electronic means (including but not limited to clicking the "I Agree" button on the Terms and Conditions set out within the software application) and if the ME is unwilling to accept any such variation or amendment or introduction, the ME shall notify STPL in writing by registered post immediately. Where notice is not received within seven (7) days from the date on which the amendments are notified ME shall be deemed to have accepted such modified/ varied terms and conditions.

8.3 STPL shall, towards Authorized Transactions complete in all respects, instruct the Bank to pay to the ME by crediting the appropriate account of the ME as provided to STPL, the amount net of (i) the ME Commission and taxes as applicable, computed at the rate as stated in the Schedule, on the Transaction amount and ii) any other amounts due from the ME to STPL including but not limited to fees for bank transfer charges, SMS charges and the like.

8.4 No amount on a Transaction shall be payable to the ME unless STPL has received a receipt of that Transaction for example:

- In case of Transactions via the Equipment, ME has used "settlement function" within the software application and follows such further procedure as may be stipulated by STPL from time to time.

8.5 Payment of amounts due to the ME on Transactions shall be made within two (2) working days after receipt of the Transactions by the Bank, unless this Agreement is under termination notice period in which case such payments will be made only after the expiration of one hundred eighty (180) business days following the termination of this Agreement.

8.6 ME acknowledges and agrees STPL shall be entitled, in cases where a Refund claimed exceeds the amount due to ME, to debit the said excess amount from sums payable by STPL to ME.

8.7 Payments to ME shall be without prejudice to any claims or rights, which STPL may have against the ME and shall not constitute any admission by STPL as to the performance by the ME of its obligations under this Agreement and the amount payable to the ME.

8.8 ME acknowledges and agrees that STPL shall be entitled to shuffle and deduct from the amounts payable to ME with:

- The amount of refund due to any Card Holder in accordance with the procedure for refund set out under this Agreement;
- Overpayment made due to errors or otherwise;
- Any other sum due from or payable by the ME to STPL including without limitation any Chargebacks herein;
- Any taxes or claims required to be paid under law or in terms of the directions of any competent regulatory or legal authority; and
- Any fees, penalties or fines imposed by VISA and /or MasterCard and /or other Card brand and any regulatory/competent authority resulting from required compliances and/or violation of applicable rules and regulations or ME acts or omissions.

8.9 If STPL suspects that the ME has committed a breach of this Agreement or has acted dishonestly or that fraud has been committed against STPL, the Bank, any Card Holder or third party, or ME has in connivance with any other person or groups of persons done the same or assisted in the same, STPL has the right to suspend all payments under this Agreement to the ME, pending enquiries by STPL.

9. TERMINATION

9.1 This Agreement may be terminated by STPL without assigning any reason whatsoever by giving to the ME a notice in writing of a minimum ten (10) days prior to the date proposed for termination.

9.2 This Agreement may be terminated by STPL forthwith, without there being a necessity to give a prior notice thereof to the ME as contemplated in the preceding clause upon happening of any of the following:

- If any of ME's representations and warranties herein contained are found to be incorrect or untrue;
- If the ME breaches any of the terms and conditions or procedures contained herein;
- If the ME becomes bankrupt or insolvent or likely to be so in the sole discretion of STPL;

d) If the ME is, in the sole discretion of STPL, involved in or has facilitated any suspicious Transaction or fraud or intent of defrauding;

E) If there is no Transaction activity by the ME for a period of six (6) months or more.

9.3 This Agreement shall be deemed to be automatically terminated by STPL without there being a necessity to give a prior notice thereof to the ME if the Agreement between STPL and the Bank is terminated during the currency of this Agreement or when the arrangement between payment processing platform provider and STPL terminates or undergo any modification that affects the Subject matter of this agreement

9.4 Payments collected for sale/Rent/Advance Rent/Setup fee/Implementation fee/SIM Charges Will not be refunded.

Merchant Signature:.....

M.S. INFOTECH

Proprietor
Proprietor

Page 6 of 11

AGREEMENT
as in the event
completed Tr-
96 Upon
STPL

AGREEMENT

9.5 In the event of termination of this Agreement, the ME shall disclose all completed Transactions to STPL.

9.6 Upon termination, the ME shall forthwith, and at his own expense, return to STPL all Equipment provided by STPL in good working condition and all related documentation. If the device is lost, ME shall bear all reasonable costs of the device and any related service for replacing the device.

9.7 Termination shall not affect any liabilities incurred prior to it nor any provision expressed to survive or be effective on termination and the same shall continue to remain in full force and effect.

9.8 Notwithstanding termination, STPL may in its absolute discretion suspend the authority of the ME to enter into a Transaction(s) after service of notice of termination by either Party.

10. PERIOD OF AGREEMENT

This Agreement shall continue to remain in force until and unless otherwise terminated pursuant to the provisions of this Agreement.

11. WAIVER

Not exercising or delay in exercising any power or remedy accruing or available to STPL 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 by STPL.

12. SEVERABILITY

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

13. JURISDICTION

All disputes and differences relating to this Agreement, Transactions hereunder and any other matters related hereto or as to the interpretation or enforcement of this Agreement shall be subject to the exclusive jurisdiction of the courts in Chennai to the exclusion of any other courts.

14. 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, accident, military operation, war, rebellion, riot, wreck, epidemic, embargo or any virus in the system or 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 be 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 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, either Party may at its option elect to terminate this Agreement or such part thereof as can be severed therefore without affecting the performance of the remaining portion.

15. PUBLICITY

15.1 ME shall not use the name and/or trademark/logo/ tradename of STPL its respective group companies, subsidiaries, or associates in any states or marketing publication or advertisements or in any other manner without the prior written consent of STPL. Where such consent is granted ME expressly agrees to prominently display and maintain STPL's Promotional Material as supplied by STPL from time to time.

15.2 ME expressly agrees for the (a) inclusion of the ME's name in any directory or promotional material produced in connection with the Cards and (b) display of VISA, MasterCard and other Card brand logos on the premises publicizing the acceptance of all Cards issued by such Card brands.

16. COUNTERPARTS

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

17. INTERPRETATION

(i) The headings of the clauses, provisions and other sub-divisions of this Agreement are for convenience of reference only and bear no effect on the interpretation of this Agreement.

(ii) STPL reserves the right at all times to amend the terms and conditions hereof in writing (including procedures stated hereunder) which shall become effective upon such amendment.

(iii) In this Agreement, if the context penults or requires words importing the masculine gender shall include the feminine and neutral genders, and words in the singular numbers shall include the plural and vice versa.

18) CASH ADVANCE AND/OR CASH REFUNDS

In case any Valid Charges of any card member required to be credited back to such card member in accordance with these terms and condition the merchant will not allow such card member to encash in any cheque and/or the merchant will not make any cash advance and cash refunds directly to such card member. Further, Bijlipay will not be responsible or held liable for refund of such valid charges, by the merchant directly to the card member. Merchant will not do cash refund for card swiped at the establishment.

19 TRANSFER

The Merchant will immediately notify STPL of any sale, assignment, lease or transfer in any way of the Merchant's establishment or business or all or a significant or material part of its assets. The rights obtained under this Agreement are not assignable without written prior approval of STPL.

Where the merchant propose to change the nature of business or merchandise sold, which, may result in the merchant category to be changed in the books of the Visa / MasterCard / Maestro / Rupay / Amex etc. The equipment and the support service shall be used only after such change is informed to STPL/Bijlipay and acceptance thereof is conveyed in

20 GPRS ENABLED POS FACILITY

- At the request of the merchant the STPL may provide GPRS enabled POS terminal to the merchant. The rentals /charges mentioned in the Annexure A & B as applicable, to this agreement would be applicable and the ME agrees that STPL may debit ME account to recover the applicable charges for the services.
- The rentals may be revised from time to time and STPL while shall advised the changes to the merchant on the recorded contact details of the merchant.
- If the merchant defaults in payment of Rentals for two months, the STPL reserves the right to deactivate/deinstall the terminal without any intimation to the merchant and merchant shall return the terminal to the STPL representative, failing which the STPL shall recover the cost of the terminal from the merchant without any notice.
- The Merchant agrees to settle the transaction to any case before seven days, failing which the merchant loses the claim on the unsettled amount. In case the merchant is unable to settle the transaction due to software/hardware issues the merchant needs to log a complaint to the STPL customer services within an hours any such issues.
- The period of unsettled transactions and interchange are subject to change as per card associations/BANK/RBI/NPCI etc. and will be notified to the merchant time to time.
- I also understand that the SIM (Subscriber Identity Module, SIM #- _____, SIM Service Provider : _____) taken form Bijlipay for the purpose of card Payment acceptance through the GPRS device must be used only for card payment acceptance through GPRS device and I Will refrain form using this SIM for any other activity
I take full responsibility for the SIM being lost/damaged and / or being misused and / or any other malpractice through this SIM
I will not hold Bijlipay responsible for any such activities. Any charges levied on this SIM for a purpose other than the purpose mentioned herein will be borne by me.
- All other Merchant Covenants mentioned in the agreement applies to GPRS facility.

21. CASH@POS FACILITY

- At the request of the merchant the STPL may enable the cash@pos facility in the GPRS POS terminal to the merchant. The rentals/charges mentioned in the Annexure A & B as applicable, and the ME agrees that STPL may debit ME account to recover the applicable charges for the service
- The merchant agrees that the Cash at Pos transaction will not be split in to multiple transaction and will be processed in full as per the limit assigned on the card
- The merchant agrees that only customer cards will be accepted for doing CASH at POS transaction and my personal cards will never be used
- The merchant agrees that all the transaction will be done during the normal business hours as shared in the application form
- If in case the above point s are not followed for any reasons, merchant understand that the terminals will be de-activated by Bijlipay and the settlement will be released only up on investigation and proper documentation done with Bijlipay and the corresponding bank partner. There will be no incentive provided for the TID's in case the transactions are not done in accordance to the rules stated above.

IN WITNESS WHEREOF the Parties have set their respective hands at the place and on the date first stated above.

All subsequent Annexure form a part of and parcel of the agreement and depends on merchant acceptance and requirement.

Signed on behalf of SKILWORTH TECHNOLOGIES PRIVATE LIMITED

Authorized Signatory with Company Seal

Name:

Designation:

Witness:

Signatures of ME:

For (ME's Name)

With Seal of Member Establishment

Merchant Signature:.....

M.S. INFOTECH
Mahesh Shui
Proprietor

ANNEXURE A

Details of the Merchant Discount Rate, Rental and Service Charges

A) Merchant Discount Rate

The Merchant Discount Rate (MDR) as provided below and shall be recovered for every transactions and the settlement of the net proceeds will be done in line with the conditions enumerated in the Agreement.

1	Debit Card : As per RBI Mandate + GST % ≤ 2000K = 0% > 2000K = 0.4% / 200, WEL # (ME turnover* ≤ 20 lakhs) > 2000K = 0.9% / 1000, WEL # (ME turnover* > 20 lakhs) * Previous Financial Year, # whichever is less.	
S.No	Particulars	# MDR (% of the the transaction amount + Applicable taxes)
1	Standard/Classic Credit Card Domestic Transactions	G.S.T 1.50 % +
2	Premium/Platinum Credit Card Domestic Transactions	G.S.T 2.10 % +
3	Super Premium/Signature Credit Card Domestic Transactions	G.S.T 2.40 % +
4	Commercial/Corporate Credit Card Domestic Transactions	G.S.T 2.40 % +
5	International Transactions DC / CC	G.S.T % +
6	Amex Credit Card Domestic Transactions	G.S.T % +
7	Amex Pre -paid Domestic Transactions	G.S.T % +
8	Fuel Merchants	G.S.T % +
9	Cash @ Pos	G.S.T 0.00 % +
10	EMI	0.5%+GST

- To qualify for 0.4% MDR, Merchant to submit Previous financial year sales tax filing return/GST Return / Certificate from their auditor on the turnover duly signed and sealed by auditor and merchant
- The merchant agrees that the prices charged to the cardholder will not exceed the price charged by the merchant to the general public for the relevant goods and services.
- Unsettled batches or Open transactions** : merchants with multiple settlement/manual settlement option need to be settled by end of day. The unsettled transactions for more than 3 days from the date of transaction will attract a penalty of 0.5 % over and above the agreed MDR payable in terms of Visa/MasterCard/Rupay/Amex guidelines.

B) In case of the below mentioned situations, the Bank has the right to recover charges from the merchant as under :

S.No	Particulars	Charges
1	De-Installation Charges	If de-installation is done : - Within 6 months from the date of installation INR ---- + G.S.T % - After 6 months and before 1 year from the date of installation INR ----- + G.S.T %
2	Physical Damage to the terminal due to mishandling (other than normal wear and tear)	INR ----- + G.S.T or the Actual charges whichever is higher to be debited from the merchant account as per the actual

This annexure shall be governed by the terms and conditions mentioned in the agreement and shall be deemed to be part and parcel and shall be read in conjunction with the Agreement.

Accepted,

M.S. INFOTECH
M. S. Infotech
Proprietor

(Sign and stamp of the Merchant)

M.S. INFOTECH

IDBI BANK

The instrument is valid for three months from the date of issue

IDBI BANK LTD, HATABARI, SARASWATITALA, DIST. - P
BACKSIDE BALAGERIA CO-OP BANK AND BACKSIDE OF C, CONTAI (WEST BENGAL), WEST BENGAL Pin
721401
IFSC : IBKL0001246

D	D	M	M	Y	Y	Y	Y	Y	Y

या धारक को OP BEARER

रुपये RUPEES

Cancel

अदा करें।

₹

खाता सं.
A/C No. 1246102000005302

M S INFOTECH / MAHESH SHUI

M.S. INFOTECH

mahesh shui

Proprietor

Please sign above

Payable at Par at All IDBI Bank Branches

⑈045766⑈ 721259402⑈ 124600⑈ 29

आयकर विभाग
INCOME TAX DEPARTMENT
MAHESH SHUI
SURENDRA NATH SHUI



भारत सरकार
GOVT. OF INDIA

23/03/1982

Permanent Account Number
DFAPS4674L

Maresh Shui

Signature



In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTIITSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लीटाएं :
आयकर पैन सेवा यूनिट, यूटीआईएसएल
प्लॉट नं: ३, सेक्टर ११, सी.बी.डी. बेलपुर,
नवी मुंबई-४०० ६१४.

M.S. INFOTECH
Maresh Shui
Proprietor

FORM-II
[See rule 58 (2)]

DEPAL GRAM PANCHAYAT

Name of Panchayat Samiti : Ramnagar-II
Name of District : Purba Medinipur



274

Trade Registration No.: 57 Date: 05.07.17

Trade Registration Certificate Issue No.: 57 Date: 05.07.17

Trade Registration Certificate issued for the period of 2017-18.

to Mahesh Shui s/o Lt. Surendranath Shui

(Name of Proprietor / Partner / Director)

Gram Sansad / Part No.: Depal - III

Full Address: At + P.O. - Depal, P.S. Ramnagar,
Purba - Medinipur.

Description of Trade: 'M.S. INFOTECH'

The Gram Panchayat acknowledges a sum of Rs. 300/-

(in words: Three hundred only.) only from

M/s. Mahesh Shui

vide Receipt No.: 1258 Dated: 05.07.17.

Secretary
Depal Gram Panchayat
Executive Assistant / Secretary
Medinipur

PRADHAN
Depal Gram Panchayat
Ramnagar-II, Dist. - Purba Medinipur

N.B.: Gram Panchayat has every right to cancel or revoke or not allowing
renewal of registration at any time.

M.S. INFOTECH
Mahesh Shui
Proprietor



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1490/11014/12702

To
মহেশ শুই
MAHESH SHUI
DEPAL
Depal
Depal
Ramnagar-II Purba Medinipur
West Bengal 721453
347578486
MA475784869FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

2039 8393 3351

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India



মহেশ শুই
MAHESH SHUI
পিতা : সুরেন্দ্র নাথ শুই
Father : Surendra Nath Shui
জন্মতারিখ / DOB : 23/03/1982
পুরুষ / Male



2039 8393 3351

আমার আধার, আমার পরিচয়

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
দেপাল, দেপাল, পূর্ব মেদিনীপুর,
দেপাল, পশ্চিম বঙ্গ, 721453

Address:
DEPAL, Depal, Purba Medinipur,
Depal, West Bengal, 721453

2039 8393 3351



1947



help@uidai.gov.in



www.uidai.gov.in

M.S. INFOTECH
mahesh shui
Proprietor