

RESTAURANT PARTNER ENROLMENT FORM ("FORM") FOR ONLINE ORDERING SERVICES

Restaurant Name: Just Bake		Legal Entity Name ("Restaurant Partner"): Jyoti Ranjan Sahoo					
Address: Plot 1340/1728, Khata 224-237, Shyampur, Near Sum Hospital, Bharatpur, Bhubaneswar							
<input type="checkbox"/> New Sign-Up / <input checked="" type="checkbox"/> Existing Restaurant Partner (Please tick any one)							
Contact Person: Jyoti Ranjan Sahoo							
Phone: 7847973274 / 7003784503		Email Id: jasbakery2022@gmail.com					
I. Payment Schedule: The Restaurant Partner shall be liable to pay Zomato the amounts set out below (as applicable):							
Logistics Services:	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No If yes, all Order(s) to be delivered to Customers by Zomato only.						
Model:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px; vertical-align: top;"> <input type="checkbox"/> Synergy </td> <td style="padding: 5px;"> The Restaurant Partner shall not, for continuous period of 12 months from the Effective Date and any renewal thereof ("Synergy Term"), provide Restaurant Services on any other third party online platform/website/application ("Third Party Platform"). </td> </tr> <tr> <td style="padding: 5px; vertical-align: top;"> <input checked="" type="checkbox"/> Non-Synergy </td> <td style="padding: 5px;"> The Restaurant Partner may provide Restaurant Services on any other Third Party Platform and Zomato. </td> </tr> </table>			<input type="checkbox"/> Synergy	The Restaurant Partner shall not, for continuous period of 12 months from the Effective Date and any renewal thereof ("Synergy Term"), provide Restaurant Services on any other third party online platform/website/application ("Third Party Platform").	<input checked="" type="checkbox"/> Non-Synergy	The Restaurant Partner may provide Restaurant Services on any other Third Party Platform and Zomato.
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<input checked="" type="checkbox"/> Non-Synergy	The Restaurant Partner may provide Restaurant Services on any other Third Party Platform and Zomato.						
Commission: (% of Net Sales per Order)	22 % from the Effective Date.						
Additional services							
Payment Mechanism Fee:	1.24% of Order Value.						
Cancellation Fee:	If applicable, as set out in the Terms.						
Discount:	The Restaurant Partner hereby agrees to extend a discount of ___% to the Customer on each Order received via Zomato Platform for a period of days ("Discount"). The Restaurant Partner hereby acknowledges that Zomato shall be entitled to adjust the contribution towards Discount in accordance with the Payment Settlement Process.						
II. Additional Terms:							
I. Commission:							
(i) Effective Date: <ol style="list-style-type: none"> a. For New Sign-Up shall mean the date the Restaurant Partner receives its first Order, and b. For Existing Restaurant Partner shall mean from the Execution Date of this Form or as per the notification sent by Zomato to the Restaurant Partner. 							
(ii) The Restaurant Partner hereby acknowledges and agrees that the discounted Commission offered to the Restaurant Partner is in lieu of the Restaurant Partner agreeing not to (A) provide Restaurant Services on a Third Party Platform during the Synergy Term, and/or (B) terminate this Form and Terms during Synergy Term, failing which Restaurant Partner hereby agrees that: <ol style="list-style-type: none"> a. Zomato reserves the right to charge the Restaurant Partner retrospectively: (i) foregone/discounted commission that may have been offered under any relevant previous agreements for provision of Services (if any) ("Foregone Commission") from the date such Foregone Commission was provided to the Restaurant Partner for the first time; and b. Commission at 25% of Net Sales from the Effective Date. 							
(iii) The Synergy Term shall be automatically renewed at the end of every Synergy Term at the sole discretion of Zomato for the same period as the previous Synergy Term. In the event, the Restaurant Partner does not wish to automatically renew the Synergy Term for an additional period, the Restaurant Partner shall provide Zomato a written notice of 7 days prior to the expiry of the Synergy Term.							

(iv) In the event the Restaurant Partner provides Restaurant Services on Third Party Platform during the Synergy Term or the Synergy Term is not auto renewed by Zomato, however the Restaurant Partner continues to avail the Services, the Commission payable by the Restaurant Partner shall be 25% of Net Sales.

2. **Liquidated Damages:** In the event the Restaurant Partner (A) provides Restaurant Services on a Third Party Platform during the Synergy Term; and/or (B) terminates this Form and Terms during Synergy Term, the Restaurant Partner shall be liable to pay liquidated damages to Zomato, equivalent to INR _____, and both Parties acknowledge and agree that the aforementioned amount of liquidated damages is a genuine pre-estimate of loss that Zomato may incur, recognizing that Zomato shall have made huge financial, technical and manpower investments to promote the Restaurant Services of the Restaurant Partner.
3. **Logistics Services and Charges:**
 - (i) The Logistics Services shall be rendered in accordance with the Terms.
 - (ii) The Restaurant Partner agrees it shall not charge delivery charges from Customers for Orders for which Zomato undertakes Logistics Services.
 - (iii) Zomato has no control, in any manner whatsoever, with respect to the ratings or reviews received by the Restaurant Partner for the Logistics Services availed through Zomato, as such ratings are dependent on multiple factors including but not limited to each Customer's experience.
4. **Taxes:** All amounts payable herein shall be exclusive of applicable taxes, which shall be payable by the Restaurant Partner.
5. **Restaurant Partner Compensation:** As applicable and in accordance to the Terms.

III. Payment Settlement Process:

Zomato shall transfer, the Order Value received, to the Restaurant Partner after deduction of the following amounts, as applicable:

- (i) Commission;
- (ii) Payment Mechanism Fee;
- (iii) Cancellation Fee;
- (iv) Contribution towards Discount and;
- (v) Any other amounts, charges that are due to Zomato.

The Parties acknowledge and agree that after the deduction of the aforementioned amounts, Zomato shall remit the Order Value due to the Restaurant Partner:

☒ On a weekly basis, after allowing reasonable time for adjustments towards Orders for which the Customers have either refused to pay or have claimed a refund, as applicable (but in accordance with the guidelines prescribed by Reserve Bank of India for payment systems and nodal account) ("Payment Settlement Day"). The Payment Settlement Day for Orders serviced from Monday to Sunday shall be on or before Thursday of the following week. If the Payment Settlement Day falls on a bank holiday it shall be the following working day.

☐ Zomato shall remit the Order Value due to the Restaurant Partner within a period of 3 bank working days from the date the payment of the Order Value is received by Zomato.

IV. Details of Best Seller Items of the Restaurant:

Declaration:

I/We affirm, confirm and undertake that I/we have read and understood the Terms for usage of Online Ordering Services offered by Zomato Limited (formerly known as Zomato Private Limited and Zomato Media Private Limited, hereinafter "Zomato") which are displayed on <https://www.zomato.com/o2terms/india> ("Terms"), the website maintained by Zomato. Further, I/we accept and agree with the Terms for usage of Online Ordering Services of Zomato and all my/our rights, obligations and liabilities would be governed by the said Terms by my/our act of accepting customer Orders received through Zomato Online Ordering Services. I/we thereby agree to be subject to and comply with all the provisions of the Terms displayed on <https://www.zomato.com/o2terms/india>, as may be amended from time to time, which are incorporated by reference herein and deemed to be part of this Form to the same extent as if such provisions had been set forth in full herein. Hard copy of the Terms is also available upon request. The Terms and Asset Handover Form should be read along with this Form and shall be binding on the Restaurant Partner. The Terms not defined herein shall have meaning to them as ascribed in the Terms. Except as expressly set-out herein, the Parties hereby agree that this Form supersedes and replaces any and all previous agreements/forms between the Parties for the provision of Online Ordering Services.

I, the undersigned, represent and warrant that I have the authority to sign this Form on behalf of the Restaurant Partner and the execution and delivery of the Form and the performance of Restaurant Partner's obligations hereunder have been duly authorized.

Signature(s)

Jyoti ranjan Sahas

Authorized Signatory Name:

Title/Designation:

Date:



KNOW YOUR CUSTOMER FORM

Legal Entity Name (As mentioned on PAN)	Jyoti Ranjan Sahoo		
Category	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Trust/Foundation		
Permanent/Registered Address	Hatasahi, Patapur, Nimapara, Puri, Puri, Odisha City: Puri State: Odisha Pin Code: 752016		
PAN	CEDPS7777D		
GSTIN (Should belong to the PAN declared above)	<input type="checkbox"/> Unregistered <input checked="" type="checkbox"/> Registered (Regular) <input type="checkbox"/> Registered (under composition scheme)		
	GST No (If registered) 21CEDPS7777D12C		
Billing Office Address (As per GSTIN)	[In case of multiple GSTINs fill details in Annex I] same as above		
	City:	State:	Pin Code:
Contact Person Name	Jyoti Ranjan Sahoo		
Mobile Number	7847973274 / 7003794503		
e-mail ID	jasbakery2022@gmail.com		
Documents Provided (tick whichever applicable)	<input checked="" type="checkbox"/> PAN <input checked="" type="checkbox"/> GSTIN <input type="checkbox"/> PAN/Passport of authorised signatory		
<p>I/We hereby declare that the particulars provided above, and the documents provided along with this KYC form are true, correct and complete to the best of my/our knowledge and belief and have been legally obtained from the respective issuing authorities.</p> <p>(Tick the relevant clause below and strike through the others)</p> <p>For registered merchants:</p> <p><input checked="" type="checkbox"/> I/We, hereby declare that the address and GSTIN provided are of the location where the services would be received /utilized.</p> <p style="text-align: center;">OR</p> <p>For unregistered merchants:</p> <p><input type="checkbox"/> I/We hereby declare that I/we are not registered under the GST law. I/we understand that no tax credit shall be admissible to me/us for the taxes levied on the invoices raised by Zomato. In the event of registration taken by myself/us under GST law, providing such registration information to Zomato shall be my/our responsibility before claiming of any tax credits.</p> <p style="text-align: center;">OR</p> <p>For merchants under composition scheme:</p> <p><input checked="" type="checkbox"/> I/We hereby declare that I/we are registered under composition scheme under the GST law. The address and GSTIN provided are of the location where the services would be received /utilized. I/we understand that no tax credit shall be admissible to me/us for the taxes levied on the invoices raised by Zomato. In the event of my exit from the composition scheme under GST law, providing such information to Zomato shall be my/our responsibility before claiming of any tax credits. In case of any change in any of the aforementioned particulars, I/we undertake to notify Zomato in writing and further agree to reimburse Zomato for any GST (including but not limited to interest and penalty) or any other liability on account of any mis-declaration made by me/us.</p>			
Place: Bhubaneswar	Authorised Signatory Name Jyoti Ranjan Sahoo		
Date: 15/06/22	Signature <u>Jyoti ranjan Sahoo</u> Official Seal (for all other than individuals)		