# Merchant Integration Services



E-Stamp: IN-DL44640518556509O

Please note that this form contains the details about your account and commercials for the services provided by PayU Payments Private Limited to you. Please sign this document and return to PayU along with specified documents for processing.

<b>Business Details</b>	
Business/Trading Name	: Sabitri Sanjoy Chatterjee
Legal Name	: Sabitri Sanjoy Chatterjee
Business Filing Status/Legal Status	Individual :
PAN Details	: AIXPC2641Q
Date of Incorporation	: 20/11/1968
Website Addresses	: www.shekharchatterjee.com
Registered Address	: A-205, Samruddhi Complex, Opp. ICICI Bank, Gotri Road City: Vadodara, State: Gujarat, Pincode: 390021
Operating Address	: A-205, Samruddhi Complex, Opp. ICICI Bank, Gotri Road City: Vadodara, State: Gujarat, Pincode: 390021

# **Contact Details – Business**

Contact Name : Shekhar Chatterjee

Email Address : sales@hostdude.org

Telephone Number : 0265237220

Mobile Number : 8866175570

### **Products and Services**

Products to be sold : Software in CD/DVD

Business Category : Computers, accessories and services

Business Sub Category : Software

# PayU Products Opted

PayU Products Opted : PayUMoney

# **Bank Account Details**

Pay To Name : Sabitri Sanjoy Chatterjee

Bank Name : Punjab National Bank

Bank Account Type : Saving

Account Number : 390200810084210

IFSC Code : PUNB0390200

Branch Address : Sarabhai Society, Gotri Road, Vadodara, Gujarat

390007

City: Vadodara State: Gujarat

#### **Commercial Details**

#### Merchant shall pay to PayU India

S.NO.	PARTICULARS	FEE
A.	Annual Maintenance Charge (AMC)*	Waived Off
В.	Security Deposit	Waived Off
	(interest free refundable)	
C.	System Integration Fee  (One time payable upfront at the time of Signing of the Services Agreement .)	Waived Off

S.NO.	TRANSACTION FEE
*	Credit card Transactions (From Merchant): 2.9% of the amount
*	Debit card Transactions (From Merchant): 2.9% of the amount

#### **Terms and Conditions**

- All fees are exclusive of Service Tax and any other taxes/levies, if any.
- Any waiver of AMC\* shall be only for the first year commencing from Effective Date.
- The above rates are for Payment Instruments provided by PayU to Merchant are subject to approval from the Acquiring Bank.
- The Transaction Fees are inclusive of transaction processing fee, convenience fee, fee
  for value added services, etc, subject to any additional fee charged separately.
- All compensation/consideration payments are in relation to Services received / to be received.

#### **Declaration by applicant**

We request PayU to set up the organization named above as a PayUMoney Merchant/Seller. We understand that the acceptance of this application is subject to approval by PayU. We understand and agree that PayU has the right to reject this application for any reason whatsoever.

We certify that all information provided by us hereinabove is true and correct.

We acknowledge and accept that we have reviewed, read, understood and agree to abide by the PayU Agreement as defined and detailed in Annexure A. We accept all rights, obligations, responsibilities and liabilities that may arise due to us becoming a PayUMoney Merchant/Seller including but not limited to rights, obligations, responsibilities and liabilities under this Account Opening Form and the Online Terms and Conditions. We have also gone through the schedule of commercials and there related terms and condition hereinabove and accept the same.

We understand and agree that PayU reserves the right to add/modify/amend/change any of the terms and conditions at any time without further notice to us. It is our responsibility to review the Online Terms and Condition at regular intervals and comply with the same.

We further understand that if we require any clarifications with respect to the PayU Agreement (including this Form), we may contact our PayU sales representative/account manager and they will connect us to the concerned PayU department.

Signature		Organisat	ion Stamp	
Full Name	:	Date	:	
Designation	:			

Signature – For and behalf of PayU India	Organisation Stamp		
Full Name :	Date :		
Designation :			
Date of Agreement			
Date: 2016-05-05			

#### Annexure A

- 1. PayU has agreed to provide and the Merchant has agreed to avail aggregate payment gateway solutions with respect to the Merchant Site ("PayU Services") in accordance with this Form, the terms and conditions detailed hereunder and the terms and conditions available online at https://www.payumoney.com/PayUMoney\_tnc.html for PayUMoney Products ("PayUMoney Terms and Conditions") and at https://www.payu.in/termsandconditions for PayU Biz products ("PayU Biz Terms and Conditions"); depending upon the PayU Product opted for by the Merchant in this Form ("collectively PayU Agreement").
- 2. The Merchant understands that the PayU Agreement constitutes an agreement between the Parties with respect to availing PayU Services. The Merchant acknowledges and agrees that the PayU Agreement is duly stamped and is legal binding upon the Merchant and PayU. The stamp duty has been paid by PayU.
- 3. The Merchant explicitly acknowledges and agrees that the Merchant has read, reviewed and understood the PayU Agreement.
- 4. Except where the context otherwise requires or where explicitly defined, the capitalized terms in the PayU Agreement shall have the meaning ascribed to it in the PayU Biz Terms and Conditions and PayUMoney Terms and Conditions, respectively.
- 5. Scope of PayU Services:
  - a. The Merchant has established the Merchant Site to sell the Products and/or collect payments online from the Customers.
  - PayU will act as an intermediary by creating a link between the Merchant Site and the respective Acquiring Banks Services by means of its Software Applications and the PayU Platform; thereby enabling the Customers to make payment of Customer Charge on the

- Merchant Site through Acquiring Bank's Services using various Payment Options ("Internet Payment Gateway").
- c. In order to serve in this role, PayU has entered into agreements with various Acquiring Banks to enable use of Payment Systems operated by such Acquiring Banks in order to process payments using Acquiring Bank Services.
- d. Once the payment instruction is Authenticated and Authorized through the Acquiring Bank Services, the Acquiring Bank will transfer such approved Customer Charge from the Customer Bank Account to the Nodal Account.
- e. The Merchant directs and authorizes PayU to receive, hold, disburse and settle the Customer Charge in accordance with and subject to the provisions of the PayU Terms and Conditions.
- 6. Term: The Agreement shall be in force from the date of acceptance of this Form by PayU and shall remain in force until terminated by either Party in accordance with the provisions of the PayU Agreement.
- 7. The Merchant undertakes that the Merchant has disclosed the exact business category/business sub-category for which the Merchant will be using the PayU Services. In order to use the PayU Services for any other purpose, the Merchant understands and acknowledges that it shall notify PayU in writing of such change and such change will be subject to approval by PayU. PayU may terminate this Agreement forthwith, in the event the Merchant breaches this clause.
- 8. In consideration for PayU Services, the Merchant agrees to pay PayU, Fees as detailed in the Fee Schedule above. The Transaction Fee ("TDR") shall be deducted by PayU from the Customer Charge payable to the Merchant in respect of each completed Transaction. PayU reserves the right to revise the Fee periodically, and PayU will intimate the Merchant of any such change within reasonable time.
- 9. Subject to any other Clause of the PayU Agreement, PayU shall endeavour to instruct the Nodal Bank to transmit the Settlement Amount from the Nodal Account to the Merchant's Bank Account within the time period prescribed by Reserve Bank of India.
- 10. PayU hereby declares, assures, undertakes and covenants as under:
  - a. PayU is certified Payment Card Industry Data Security Standard ("PCI DSS").
  - b. PayU shall comply with all Applicable Laws in offering the PayU Services.
  - c. In the event that Merchant complaints or is dissatisfied with PayU Services, PayU shall make reasonable efforts to resolve the same.
  - d. PayU shall attend to complaints/queries raised by Merchants with respect to PayU Services during business hours on Business Days.
  - e. PayU shall endeavor to provide technical assistance to Merchants during business hours and Business Days.
- 11. The Merchant shall in writing inform PayU of all changes in its constitution, directors/partners/trustees, or change in the registered or corporate addresses of each office, within seven (7) Business Days of such change having taken place; listing out the names and details of the personnel in charge of the management and affairs of the Merchant. Such intimation shall be provided on the Merchant's letterhead signed by the authorized signatory of the Merchant.
- 12. The PayU Agreement may be terminated by either Party by giving 30 (thirty) days prior written notice to the other Party. However, PayU shall terminate the PayU Agreement forthwith, if the Merchant fails to perform its obligations under or is in breach of any terms of the PayU Agreement.
- 13. Except as provided in the PayU Agreement, no other rights are granted to the Merchant or to any third party by PayU with respect to PayU Services availed by the Merchant. PayU shall not be liable to the Merchant in any manner whatsoever, except as provided in the PayU Agreement.
- 14. We understand and agree that PayU reserves the right to change any of the PayU Biz Terms and

Conditions and PayUMoney Terms and Conditions without further notice to the Merchant. It is the responsibility of the Merchant to review the PayU Agreement at regular intervals and comply with the same.

#### **Registered Address**

F-130, GF, Street No. 7 Pandav Nagar, New Delhi – 110091 Delhi, India

#### **Corporate Address**

4th Floor, Pearl Tower Plot No. 51, Institutional Area Sector 32, Gurgaon – 122001 Haryana, India

www.payumoney.com