



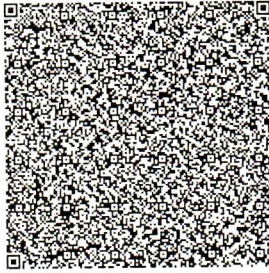
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL728385417084120
Certificate Issued Date	: 19-Jul-2016 08:12 PM
Account Reference	: IMPACC (IV)/ dl889303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL889303451265447145810
Purchased by	: JANPATH RESTAURANTS PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: JANPATH RESTAURANTS PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: JANPATH RESTAURANTS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 10 (Ten only)



-----Please write or type below this line-----

#### Retail Merchant Agreement

Janpath Restaurants Private Limited a ~~sole proprietorship~~/Partnership/HUF/company registered under Companies Act, 1956 having its registered office at Shop No. 315-316, Plot No. 3 Dlf Promenade Mall, Nelson Mandela Marg, Vasant Kunj, New Delhi - 110 070 through its authorized signatory Mr. Sumeet Yadav (hereinafter referred to as MERCHANT) have agreed into a service agreement with **Pine Labs Private Limited**, having its registered office at 207, Gupta Arcade,

For Janpath Restaurants Private Limited  
*[Signature]*  
Director

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.




**Participating Issuer Banks are:**

Citibank, ICICI, Axis Bank, HSBC, Kotak Bank and Standard Chartered Bank, IndusInd Bank, RBL, **HDFC & AMEX (Subject to EMI Plutus TID Given)**

**SBI – Live only for 15+ Centers**

		Interest Rates (p.a.) on reducing balance				Equivalent Interest Cost to Customer			
Banks / Tenure	Bank EMI Model	3 Months	6 Months	9 Months	12 Months	3 Months	6 Months	9 Months	12 Months
Citibank	Cashback	12.00%	12.00%	15.00%	15.00%	2.01%	3.53%	6.35%	8.31%
ICICI Bank	Cashback	13.00%	13.00%	13.00%	13.00%	2.17%	3.83%	5.49%	7.18%
IndusInd Bank	Cashback	13%	13%	13%	13%	2.34%	4.12%	5.92%	7.74%
Kotak Bank	Cashback	12.00%	12.00%	14.00%	14.00%	2.01%	3.53%	5.92%	8.31%
SCB	Discount	13.00%	13.00%	14.00%	14.00%	2.13%	3.68%	5.59%	7.19%
Axis Bank	Cashback	12.00%	12.00%	13.00%	13.00%	2.01%	3.53%	5.49%	7.18%
HSBC	Cashback	12.50%	12.50%	13.50%	13.50%	2.09%	3.68%	5.71%	7.46%
SBI	Discount	14.00%	14.00%	14.00%	14.00%	2.34%	4.12%	5.92%	7.74%
HSBC	Discount	13.00%	13.00%	14.00%	14.00%	2.17%	3.82%	5.92%	7.47%

- General Term & Condition :Above rates shall be applicable for all Merchant Outlets;
- Minimum transaction amount on which EMI can be offered is set at Rs.5000/-
- Above rates are subject to change with prior intimation from respective Banks; and
- All service taxes / Government taxes, duties, levies and surcharges shall be charged over and above the interest amount. Pine Labs or Card industry stake holder like Banks and Card association ( Visa / Master / Amex / Diner / JCB / Rupay ) can print any campaigns / promotional details on the customer charge-slip that gets printed on the Plutus Devices

For Jampeth Restaurants Private Limited  


# PURCHASE ORDER

PO No. :

Date:

To,  
Pine Labs Pvt. Ltd.  
Unitech Infospace  
2nd & 3rd Floor, Building 2, Plot No. B2  
Sector-62, Noida - 201 301, (U.P.)

Sub: Purchase Order for Plutus Secure & Other Services

Dear Sir,

We hereby confirm our order for supply of following items :

Sl No.	Particulars	Unit of Measurement	Base Rate INR / %age	Qty of POS	Advance Period (No. of Months)	Sub Total	Service Tax @ 15.00%	CST @ 5%	Amount IN INR
1	Plutus Secure License Fee (One time)	Per POS				-	-	-	-
2	Software Installation / (One Time)	Per POS				-	-	-	-
3	Monthly Service fee (including IP Secure VPN Client, Transaction Reconciliation Management)	Per Pos Per Month	600	4	12	28,800	4,320		33,120
4	EMI Transaction Charges	Per Transaction	.....% of EMI Trxn Value				-		-
5	Minimum Commitment	Per Pos Per Month	Min ... Trxn @ ... Rs per Trxn				-		-
6	Annual Service Support Charges (As percentage of License Fee)		....% with ... Months Free Period				-		-
7	Agreed Increase in Monthly Service Fee Per Annum (Starting From the 1st deployment date)		.....%				-		-
Grand Total						28,800	4,320	-	33,120

Amount in Words :

## Terms & Conditions

- Above Base Rates are exclusive of all taxes. Applicable taxes are as per current rates and may change in future as per Government notification.
- For all other terms and conditions please refer Agreement.
- Multi acquirer license will include MasterCard's, VISA and Amex cards.
- Billing for Service Fee will be based on POS quantity as per below detail:  
POS up to 5 Nos.- Three Month Advance Billing  
POS > 5 Nos.- Monthly Billing Post Month Completion
- Initial One Time Fee and Monthly Service Fee are payable in Advance along with PO.
- Annual Service Support Charges is payable in Advance post free Period.
- Name of the Acquiring Banks  
i)  
ii)  
iii)  
iv)

## For Office Use: To be filled by Account Holder (All fields are mandatory)

Name Of A/C Holder :	Emp. Code:
POS Type:	
Billing Level: Head Office	
Merchant Business Category :	
Pine Business Unit:	
Product Offer :	LMS Query Code:

## Billing & Shipping Address

Merchant DBA Name :  
Merchant Legal Name :  
Address :  
Landmark:  
City : State: PIN Code :

## Contact Details -Please fill multiple contacts (E-mail & Mobile No), if available

Name of Contact Person :  
Designation :  
Mobile No (Primary): Mobile No (Alternate) :  
Tel No (Fixed Line) :  
E-mail ID (Primary):  
E-mail ID (Alternate) :

Yes, I would like to receive promotion, Special Offer and service related alerts on mobile and email mentioned above. I authorise Pine Labs to send SMS/Email/make Phone call/s for Services/offers/subscription/due payment, bypassing DND request on mobile number(s) and email address mentioned above.

For \_\_\_\_\_  
Authorised Signatory  
Name :  
Designation :  
Service Tax No :  
Local Sales Tax No :  
PAN NO (Mandatory) :  
Central Sales Tax No :  
TIN No (Mandatory for UP & Punjab) :  
TAN No(Mandatory if TDS deduction applicable) :

For Jangam Restaurant Private Limited  
Director



LSC Plot no 5, Mayur Vihar, Phase I Extension Delhi 110091 and Principal office at Knowledge Boulevard, 8<sup>th</sup> Floor, Plot No A-8A, Sector 62, Noida -201301 (hereinafter referred to as Pine Labs).

It is agreed by Merchant and Pine Labs

1. This Agreement shall be effective with effect from 20 July, 2016\_and shall be valid for a period of 1 year i.e. till 19 July, 2017.
2. Merchant has agreed to get 4 (Number) POS devices in order to receive the payment through credit cards from its credit/debit card customers.
3. Merchant should not sell goods or services which are banned by government or banks.
4. Merchant agrees that the ownership of POS belongs to Pine Labs. Merchant will use the POS Pine Labs, with the limited purpose to connect to pine labs host or to the network of Pine Labs authorized banks or for matters as directed by Pine Labs. Merchant will not have the unfettered right to use the POS at its free will.
5. MERCHANT shall pay the below charges to Pine Labs

Sr No	Type of Charges	Amount (Rs)	Remarks
1	License fee	NIL	One time in advance
2	Service fee	600	Monthly
3	Security deposit	Na	One time in advance
4	EMI conversion charges	Na	25 <sup>th</sup> of next month

6. Service fee will be paid as per Monthly ECS to Pine Labs in advance.
7. For the EMI conversion charges. Pine Labs shall raise the bill and submit the invoice in respect thereof by the 10<sup>th</sup> day of the next month. MERCHANT to release the payments within 15 days from the date of submission of bills.
8. Merchant acknowledge the invoices can be sent via email to merchant email account.
9. Taxes will be payable extra as applicable.
10. For any Loss or any defect in the property of Pine Labs at merchant outlet, merchant will fully indemnify PineLabs for Rs 6000 for normal POS, Rs 8500 for desktop GPRS and Rs 10000 for Wireless GPRS. Such amount will be adjusted against the security deposit.
11. Merchant can terminate the service by providing one month notice to Pine Labs. Upon Termination
  - a. Merchant will return the POS(s) to PineLabs.
  - b. Merchant will discharge all outstanding dues of PineLabs immediately.
  - c. Pine Labs will return the security deposit to Merchant within 15 days of return of POS after making deduction for any repair charges in defective POS (if any). However, if the POS is in working condition then entire amount of security deposit will be refunded.
12. Merchant agrees the intellectual property belongs to Pine Labs.
13. Merchant understands that Pine Labs POS can enable connectivity to various banks who may offer Loan/EMI facility. Merchant agrees
  - a. Such EMI offer is at the sole discretion of Issuer Banks. Pine Labs have no role to play into this.
  - b. Such Banks may charge rates of interest from customers as per their prevailing rates of interest.
  - c. Pine Labs will not be responsible in case such EMI facility is withdrawn by Issuer banks.
14. Pine Labs may audit at merchant location for the purpose of ensuring that POS devices are functioning properly.

For Janseth Restaurants Private Limited

Director

15. The agreement is entered into on principle to principle basis. However, there could be few instances of agency relationship for EMI facility with banks.
16. Merchant agrees that Pine Labs is not responsible for any indirect or consequential liability of any kind including loss of profit, loss/theft of data. In no case, Pine labs liability will be more than the amount it received from merchant for the last 2 months in respect of service charges.
17. All notices must be given at the Principle place of address of Pine Labs as mentioned above.
18. No waiver, by either Party, of any provision of this Agreement shall, in any event, become effective unless the same shall be in writing.
19. If any provision of this agreement shall be found to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this agreement.
20. This agreement cannot be assigned without express approval in writing by Pine Labs.
21. Replacement cost of any Spare part to be borne by the merchant.
22. This agreement does not create any liability or rights towards third party.
23. Any amendment to this agreement will have to be agreed in writing.
24. Merchant should keep the terms and condition of this agreement confidential.
25. No party to this agreement will be liable for breach of agreement for a force majeure event.
26. This agreement constitutes the entire understanding between parties.
27. All disputes under the agreement will be subject to the Courts of New Delhi.

Signed and Agreed By

For Janpath Restaurants Private Limited

(Authorised Signatory)

MERCHANT :- JANPATH RESTAURANTS PRIVATE LIMITED

ADDRESS :-

Registered office: Shop No. 315-316, Plot No. 3 Dlf Promenade Mall,  
Nelson Mandela Marg, Vasant Kunj, New Delhi - 110 070

Delivery Location: Basement, Stilt And Ground Floor,  
25 NWA Club Road, Punjabi Bagh, New Delhi-110026

Witness

Name Vasudha Agarwal

ADDRESS DE-105, Tagore Garden  
New Delhi - 110 027