

## AGREEMENT

This Agreement is entered at Bishnupur into on this Date 12/09/2022, between

**SRS LIVE TECHNOLOGIES PVT LTD**, a company having its Registered Office at 1st Floor, I/E-3, Mohan Cooperative Industrial Estate, Sarita Vihar, New Delhi 110044 (hereinafter referred to "SabPaisa", which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and permitted assigns) of the ONE PART;

**AND**

**Nikhil Banga Sikshan Mahavidyalaya**, has been affiliated by the UGC u/s 2(f) from its inception letter no. 13-2/71(CD) dated 31.01.1971 and considered eligible to receive central assistance thro UGC u/s 12(B). The Government of West Bengal has permitted the College for conducting B.Ed. Co from the academic session 1969-70 and having its Registered office at Bishnupur, Tilbari, Ban 722122, West Bengal, India (hereinafter referred to as "Merchant/Client" which expression shall, ur it be repugnant to the subject or context thereof, mean and include its successors and permitted assi of the OTHER PART.

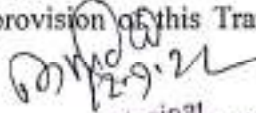
SRS LIVE TECHNOLOGIES PVT LTD and Nikhil Banga Sikshan Mahavidyalaya are hereinafter collectively referred to as 'Party' or 'Parties' as per the context.

### **WHEREAS**

- (i) SRS LIVE TECHNOLOGIES PVT LTD is engaged, inter alia, in the business of aggregating all online and offline touch point for end-users by enabling electronic transactions and offers all kind of collection and reconciliation solution for periodic as well as non-periodic, specific event wise solution to government, non-profit as well as private business entity for managing various electronic payments and collections services;
- (ii) Nikhil Banga Sikshan Mahavidyalaya desires to be registered as Merchant of SRS LIVE TECHNOLOGIES PVT LTD for fee collection of various services offered by SRS LIVE TECHNOLOGIES PVT LTD;
- (iii) SRS LIVE TECHNOLOGIES PVT LTD is now proposing to offer services that will enable people to make payments of various fees/bills at Nikhil Banga Sikshan Mahavidyalaya and in that context is desirous of obtaining related services of SRS, Fee management and data interchange processes; and
- (iv) SRS LIVE TECHNOLOGIES PVT LTD has agreed to provide these services to Nikhil Banga SikshanMahavidyalaya, upon the terms and conditions hereinafter appearing.

### **General Terms**

1. **Scope of Work** : SabPaisa shall provide the Payment Gateway Services to the Client, in accordance with the Terms and Conditions for Payment Gateway Services enclosed as a Schedule to this Transaction Document. ("Schedule - Payment Gateway Services").
2. **Amendment** : Any amendment or variation to this Transaction Document shall be effective only if signed by all the Parties to this Transaction Document in writing.
3. **Term and Termination** : This Transaction Document shall come into force on the Effective Date mentioned under Annexure A to the Schedule and may be terminated by any Party by giving a thirty (30) days prior written notice to the other Parties. The termination of this Transaction Document shall not affect the rights and obligations of the Parties accrued prior to such termination.
4. **Further Assurance**: In connection with the Services, the Client agrees to execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by SabPaisa, as the case may be, to carry out or evidence the transactions/services carried out or contemplated under the Services.
5. **Severability** : If any provision of this Transaction Document is held to be illegal, invalid, or

  
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unenforceable under any present or future law such provision will be severable and this Transaction Document will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof and the remaining provisions of this Transaction Document shall remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

6. **Third Party Rights :** This Transaction Document and the transactions contemplated herein shall be binding upon and ensure to the benefit of each Party and their successors and assigns. This Transaction Document shall not confer upon any person other than the Parties to this Transaction Document the benefit of any rights or remedies hereunder.

7. **Captions in the Transaction Document:** The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

8. **Representation of Parties**

Each of the parties represents warrants and undertakes that:

- (i) It is duly organized and validly existing and functioning under the laws of the jurisdiction in which it is established;
- (ii) It has the power to execute, deliver and perform this Transaction Document and that this Transaction Document has been duly and validly authorized, executed and delivered by it;
- (iii) Its obligations hereunder constitute legal, valid, binding and enforceable obligations; and
- (iv) The execution and delivery of this Transaction Document and the consummation of the transactions contemplated herein do not breach its constitutional documents or any law, provisions of any contract or order of court applicable to it.

9. **Inconsistency :** In the event of any inconsistency, contradiction or discrepancy between: (i) this Transaction Document and the Terms and Conditions for Account; and / or (ii) this Transaction Document and Terms and Conditions for Payment Gateway; Terms and Conditions for Payment Gateway respectively shall prevail at all times.

10. **Governing Law and Dispute Resolution:** This Transaction Document shall be governed by and construed in accordance with the laws of India. Any dispute, controversy or claims arising out of or relating to this Transaction Document or the breach, termination or invalidity thereof, shall be referred to the jurisdiction of courts of Delhi.

11. **General Provisions**

a. This Transaction Document constitutes the entire Transaction Document between SabPaisa and the Client with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between SabPaisa and the Client with respect to the subject matter of this Transaction Document. No representation, inducement, promise, understanding, condition, warranty or indemnity not set forth here in has been made or relied upon by either the Client or SabPaisa hereto.

b. This Transaction Document together with Schedule and all Annexure here to form a single Transaction Document among the Parties hereto

12. **Role of MSS Burdwan :** Providing ERP Solution

### SCHEDULE - PAYMENT GATEWAY SERVICES

1. **Definitions** (Capitalized terms used in this Transaction Document shall have, if not repugnant to the context, the meaning as provided hereunder):

1.1. "Charge back" means approved and settled credit card or net banking purchase transactions which are at any time refused, debited or charged back to Merchant account (shall also include similar debits to SabPaisa accounts, if any) by the Acquiring Bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

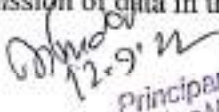
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Kancher, Burdwan



- 1.2. "Customer" means any person holding a net banking account and who desires to purchase Services and Products from the Client on the Website and makes or intends to make a payment for the same over the Internet using the Acquiring Bank's Services.
- 1.3. "Customer Account" shall mean a bank account of the Customer with the Acquiring Bank.
- 1.4. "Customer Charge" means the sale price of the Products or Services purchased by the Customer plus the shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Products or Services that are to be paid by the Customer with respect to the Products or Services.
- 1.5. "Delivery" means, in respect of a Product, delivery of the Product by a reputed courier /parcel service appointed by the Client, to the Customer at the address specified by the Customer in this behalf, or in respect of a Service, delivery or performance of the Service within Delivery Due Date.
- 1.6. "Delivery Due Date" means the date/period displayed by the Client on its Website or otherwise notified to the Customer on or before which the Client shall deliver the Products or Services to the Customers.
- 1.7. "Dispatch Proof" shall mean, in respect of a Product, proof to the satisfaction of SabPaisa, that the Product has been dispatched to the address specified by the Customer and in respect of a Service, delivery/performance of the Service, within Delivery Due Date.
- 1.8. "Facility Providers" means various banks, financial institutions and various software providers who are in the business of providing information technology services, including but not limited to, internet based electronic commerce, internet payment gateway and electronic software distribution services and who have an arrangement with SabPaisa to enable use of internet payment gateways developed by them to route internet based credit/charge/ debit card transactions.
- 1.9. "Payment Mechanism" means the payment mechanism through the internet utilizing the Acquiring Bank's Services and through such other modes and mechanisms of payment and delivery as may be notified by the SabPaisa from time to time.
- 1.10. "Product" means a tangible product that is manufactured or distributed by the Client, and that is purchased by the Customer on the Website, the payment for which is to be made through the Customer's Bank Account.
- 1.11. "Transaction Discount Rate" means the rates as specified in Annexure A
- 1.12. "Services" means any service that the Client offers to the Customers, the payment for which is to be made on through the Customer's Bank Account.
- 1.13. "Transaction" means every order that results in the Delivery by the Client to the Customer of the Product(s) / Services in respect of which the Order was placed or actual Delivery date in case Delivery takes more than 1 business day, whichever is later
- 1.14. "SabPaisa Site" shall mean the web site for the Payment Gateway provided by SabPaisa.
- 1.15. "Website" shall mean the website with the domain name as specified in Annexure A hereto and which is established by the Client for the purposes of enabling the Customers to carry out Transactions for purchase of Products and Services offered by the Client.

## 2. Scope of Work

- 2.1. SabPaisa and the Client shall work together for linking SabPaisa's software application ("Software Application") with the Client's software platform, hereto for the purpose of providing the Payment Gateway Services.
- 2.2. The Client agrees to bear all costs and expenses incurred by it for providing the necessary equipments and facilities at its end so as to connect the Client's software platform with the Software Application. Both SabPaisa and the Client shall co-operate with each other and render assistance for connecting their respective software systems.
- 2.3. SabPaisa and the Client agree to develop and implement a mechanism by mutual agreement for securing the transmission of data in the course of providing the Payment Gateway Services.

  
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- 2.4. SabPaisa will act as an integrator for acting as a link between the Acquiring Bank and the Client for enabling the Customers, who are common Customers of one or more Acquiring Banks and the Client to make payment on the Website for the Transactions effected using Net Banking Facilities. The Acquiring Bank shall process and accept the payment instructions given by the Customers on the Website in respect of the Transactions and accordingly transfer funds from the Customer Account to SabPaisa and SabPaisa shall further transfer this amount to the Client.
- 2.5. SabPaisa reserves the right to terminate the link with a specific Acquiring Bank forthwith by giving notice, in the event that the Acquiring Bank terminates its arrangement with SabPaisa.

### 3. Payment to the Client:

#### Payments on Proof of Delivery

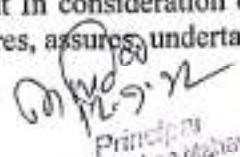
- 3.1. In consideration of the Services provided by SabPaisa, SabPaisa shall collect Transaction charges additional along with Tax / Transaction Charges as detailed in Annexure 'A'
- 3.2. Subject to the other provisions hereof, SabPaisa shall Endeavour to make payment of Customer Charge less the Transaction Discount Rate and other charges as mentioned under Annexure A, to the Client within 2 (Two ) business days upon receipt of the same from the Acquiring Bank. Provided, however that, the Transaction Discount Rate may be revised periodically as mutually agreed by the Client and SabPaisa.
- 3.3. The Client agrees that the Facility Providers and/or the Acquiring Banks reserve the rights to call for Dispatch Proof at any time and the Client agrees to comply with such requests forthwith.
- 3.4. Dispatch Proof shall be maintained by the Client for a period of at least one (1) year from the date of Delivery and shall be open to inspection by SabPaisa, the Facility Providers and the Acquiring Banks at all times.
- 3.5. The Client shall bear and be responsible and liable for the payment of all relevant taxes (including any applicable withholding taxes) in relation to the payments made under this Transaction Document.
- 3.6. SabPaisa reserves the right to set-off any amounts by way of:
- 3.6.1. debit to your Settlement Account and/or
- 3.6.2. deduct and set off from settlement funds due to you; and/or
- 3.6.3. invoice/raise a debit note to recover from you separately,

for any of the following amounts:

- (i) funds credited to your account in error;
- (ii) the amount of any refunds issued (if not already deducted from sums paid by us to you);
- (iii) invalid transactions (including Charge backs and our related losses);
- (iv) Transaction Discount Rate(TDR) and any other fees or charges set out in your Application;
- (v) fees or penalties or fines imposed by the Card Schemes and any other regulatory / competent authority resulting from card associations and/or banks or your Chargebacks or from required compliances and / or violation of applicable Rules and Regulations or your acts or omissions;
- (vi) government charges; and
- (vii) any other amounts then due from you to us, arising out of or in relation to the terms of the Transaction Documents; deducted by the Acquiring Banks or Facility Providers due to a valid Charge Back request raised by the Customer, before making payment of the Customer Charge, provided that, the Charge Back request is not resolved within 7 days.
- (viii) Proof of Dispatch is not provided by the Client within 2 working days of request
- (ix) In case of Refund or Chargeback event mentioned in Annexure 2 to the Schedule

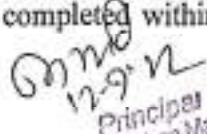
Payment will happen only for transactions for which the funds have been received in the SabPaisa account.

4. Covenants of the Client In consideration of SabPaisa providing the Payment Gateway Services, the Client hereby declares, assures, undertakes and covenants as under:

  
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 Bishnupur, Banskura



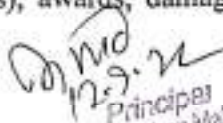
- 4.1. The Client shall duly fulfill all Transactions in accordance with the instructions of the Customers and as mutually decided between the Client and its Customers.
- 4.2. The Client shall prior to accepting any instructions from the Customer ensure that appropriate instructions have been provided to the Customer in accordance with the requirements of applicable law and regulations, and appropriate disclosures/disclaimers are displayed conspicuously on the website of the Client in relation to the same.
- 4.3. The Client shall comply with all applicable laws and regulations while offering the Products and Services to the Customers. The Client shall not offer anything to the Customers, which is illegal or offensive and is not in compliance with applicable laws, and regulations whether federal, state, local or international of all jurisdiction from where the Customers of the Client avails the goods and/or services.
- 4.4. The Client shall ensure to keep confidential all information submitted by the Customers on the Client's website. The Client shall ensure that there are proper encryption and robust security measures to prevent any hacking of the information of the Customers. The Customer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to interests of the Customer. The Client shall use the Customer's data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party.
- 4.5. The Client agrees to put up such notices, disclaimers or warranties as may be requested by SabPaisa, the Facility Providers or the Acquiring Banks and the Client shall comply with the aforesaid requests forthwith.
- 4.6. The Client shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information, which are displayed and offered on the Website.
- 4.7. The Client shall take all precautions as may be feasible or as may be directed by SabPaisa, the Facility Providers and the Acquiring Banks to ensure that there is no breach of security and that the integrity of the link between the Website and SabPaisa Site is maintained at all times during the term of this Transaction Document.
- 4.8. The Client agrees that SabPaisa reserves a right to suspend the Payment Gateway Services provided herein in event the Client fails to observe the aforesaid covenants.
- 4.9. The Client shall permit the authorised representatives of SabPaisa, the Facility Providers and the Acquiring Banks to carry out physical inspections of the place(s) of business of the Client by giving reasonable prior notice to the Client to verify whether the Client is in compliance with its obligations hereunder.
- 4.10. The Client shall provide a reasonable level of service support to the Customers. Such support shall include appropriate notice to Customers of means of contacting the Client in the event the Customer has questions regarding the nature or quality of the Products or Services and the procedures for resolving disputes.
- 4.11. All risks associated with the Delivery of the Products or Services shall be solely that of the Client. Any and all disputes regarding quality, merchantability, non-delivery and delay in delivery of the Products or Services or otherwise will be resolved directly between the Client and the Customer without making SabPaisa, the Facility Providers and the Acquiring Banks a party to such disputes.
- 4.12. Client will be issued the live credentials for transaction through online payment modes immediately after signing the agreement and completion of the integration.
- 4.13. Client will have the option to start transactions with the provided Live Credentials. In case Client commences the transactions, the Client will be given 7 calendar days (TAT) time to complete the KYC or get a clearance from the SabPaisa compliance team.
- 4.14. Till that time no settlement will be done into the Client's account.
- 4.15. If the KYC is not completed within the above defined TAT or clearance from compliance, a

  
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further extension of 5 calendar days can be obtained by the Client. However, this extension request should be submitted in the Merchant letterhead mentioning the proper reason for seeking an extension.

- 4.16. If the KYC is not completed within the extension time period or the Client does not seek any extension, the collected money will be promptly initiated for refund to the payer after deduction of the transaction charges.
  - 4.17. SabPaisa won't be responsible for any loss suffered by the Client due to this refund/reversal to the payers.
  - 4.18. The Client will ensure it has a clearly defined, return policy duly communicated to its payers/customers.
  - 4.19. The Client to have a clear grievance redressal mechanism in place for its payers/customers, with a well-defined turnaround time.
  - 4.20. The Client authorizes SabPaisa to share transaction and settlement data and other Customer information generated in the payment gateway with MSS Burdwan.
- 5. Use of Intellectual Property Rights and Protection of Software Application**
- 5.1. The Client hereby grants to SabPaisa and the Acquiring Banks a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Client solely in connection with the marketing of the Payment Gateway Services to the public. The Client hereby confirms that the Client has the requisite right to use the said marks and logos and to grant permission to use the same by SabPaisa and Acquiring Bank as stated above. The Client shall retain all intellectual property rights in such marks.
  - 5.2. The Client shall prominently display, on the Website and in other online marketing materials if so requested, a statement/logo/image provided and approved by SabPaisa relating to the Payment Gateway Services.
  - 5.3. Nothing contained herein shall authorise the Client to use or in any manner exploit the intellectual property rights of SabPaisa, Facility Providers or the Acquiring Bank without prior written consent of SabPaisa, the Facility Providers or the Acquiring Bank and the usage shall be in compliance with the such approval and policies as may be notified from time to time by the respective entities. . The Client undertakes not to infringe the intellectual property rights of SabPaisa in the Software Application, whether directly or indirectly through any third party.
  - 5.4. The Client warrants that the Client shall use the Software Application only for the purposes of availing the Payment Gateway Services. The Client, its employees or its agents shall not use the Software Application, in any form whatsoever, so as to design, realize, distribute or market a similar or equivalent software program. The Client, its employees or its agents shall not adapt, modify, transform or rearrange the Software Application for any reason whatsoever, including for the purpose, among other things, of creating a new software program or a derivative software program. In particular, but without limitation, the Client undertakes, not to allow unauthorised use of or access to the Software Application and not to disassemble, reverse engineer, decompile, decode or attempt to decode the Software Application, or allow the Software Application to be disassembled, reverse engineered, decompiled or decoded, or to in any way override or break down any protection system integrated into the Software Application.
  - 5.5. The Client fully understands that due to access of the Customers to the Website, SabPaisa may create or generate database in respect of such Customers.
- 6. Indemnity**
- 6.1. The Client hereby undertakes and agrees to indemnify SabPaisa, Facility Providers and Acquiring Banks and hold SabPaisa, Facility Providers and Acquiring Banks harmless and keep SabPaisa, Facility Providers and Acquiring Banks including their officers, directors and agents at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or

  
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indirectly, including but not limited to, as a result of:

- a. Breach or non-performance by the Client of any of its undertakings, warranties, covenants, declarations or obligations here under; or
- b. Any claim or proceeding brought by the Customer or any other person against SabPaisa , the Facility Providers and the Acquiring Banks in respect of deficiency in the provision of Products and Service to its Customers; or
- c. Any negligent act or omission or default or misconduct or fraud of the Client or its agents or Customers, or
- d. Any hacking or lapse in security in the Website e or the Customer data; or
- e. Any act, deed, omission or non-performance on the part of the Client or its Customers.

6.2. The indemnities provided herein shall survive the termination of this TransactionDocument.

6.3. Notwithstanding anything contained in the agreement the aggregate liability of MasterMerchant under this

Agreement to Sub Merchant shall not exceed the 1 month of total consideration/fees received from Sub Merchant under this Agreement.

### 7. Confidentiality

7.1. The Client and SabPaisa agree to keep in confidence and not disclose to others all knowledge, information and data furnished and claimed by either to be proprietary, provided such information is given in writing or, if oral, is reduced to writing within thirty (30) days and such writing is marked to indicate the claims of ownership and /or secrecy. The Client and SabPaisa agree that they shall not use, nor reproduce for use in any way, any proprietary information of the other except in furtherance of the relationship set forth herein. The Client and SabPaisa agree to protect the proprietary information of the other with the same standard of care and procedures used by themselves to protect their own proprietary information of similar importance but at all times using at least a reasonable degree of care.

7.2. Exception: The aforesaid shall not be applicable and shall impose no obligation on Client and SabPaisa with respect to any portion of confidential information which:

7.2.1. Was at the time received or which thereafter becomes, through no act or failure on the part of Client

7.2.2. And SabPaisa, generally known or available to the public; Is known to Client and SabPaisa at the time of receiving such information as evidenced bydocumentation then rightfully in the possession of either Client or SabPaisa; Is furnished to others by Client or SabPaisa without restriction of disclosure;

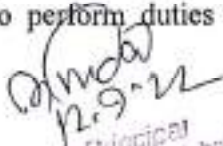
7.2.3. Is thereafter rightfully furnished to Client or SabPaisa by a third party without restriction by the third party on disclosure ; or

7.2.4. Has been disclosed pursuant to the requirements of law or court order without restrictions or other protection against public disclosure: provided. However, that the Client or SabPaisa shall have been given a reasonableopportunity to resist disclosure and/or to obtain a suitable protectiveorder.

7.3. The covenants of confidentiality set forth herein shall survive and continue and be maintained from the date of execution of this Transaction Document until one (1) year after termination of this Transaction Document.

### 8. Force Majeure

SabPaisa and the Client shall not be liable for their failure to perform their respective obligations under this Transaction Document as a result of any Force Majeure event. For the purpose of this clause Force Majeure Event shall include acts of god, fire, wars, sabotage, civil unrest, labour unrest, action of statutory authorities or local or central governments, change in laws, rules and regulations and failure to perform duties and obligations on the part of Acquiring Banks and Facility Providers.

  
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Kalamnagar, Bankura



## 9. Disclaimer

- 9.1. The Client acknowledges that the Payment Gateway Services may not be uninterrupted or error free or virus free and SabPaisa disclaims all warranties, express or implied, written or oral, including but not limited to warranties of merchant ability and fitness of the services for a particular purpose. The Client also acknowledges that the arrangement between one or more Acquiring Banks and SabPaisa or between one or more Facility Providers and SabPaisa may terminate at anytime and services by such Facility Providers and Acquiring Banks may be withdrawn. SabPaisa shall not be liable to the Client for any loss or damage what so ever or how so ever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage of the Customer's access to and/or use of the Payment Gateway Services; interruption or stoppage of SabPaisa's website; non-availability of connectivity between the Client's website and SabPaisa's website etc. SabPaisa does not warrant that SabPaisa Site and services, the Facility Providers facilities and the Acquiring Bank's Payment Mechanism will be provided uninterrupted or free from errors or it is free from any virus or other malicious, destructive or corrupting code, program or macro.
- 9.2. SabPaisa's sole obligation and the Client's sole and exclusive remedy in the event of interruption in the Payment Gateway Services shall be to use all reasonable endeavors to restore the said services as soon as reasonably possible.

## 10. General Provisions

- 10.1. No failure or delay by either Client or SabPaisa in exercising any right, power or privilege here under shall operate as a waiver there of nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 10.2. Unless otherwise provided herein, all notices or other communications under or in connection with this Transaction Document shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the addresses as mentioned by the Client and SabPaisa hereunder. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

### The Client:

Attn: **Nikhil Banga Sikshan Mahavidyalaya**  
At Bishnupur, Tilbari, Bankura 722122, West Bengal, India

**SRS Live Technologies Pvt**

Ltd Attn: Legal Authority

1st Floor, B-1/E-3,

Mohan Cooperative

Industrial Estate,

Sarita Vihar, New

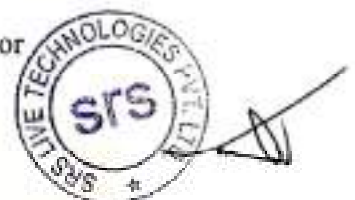
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SabPaisa and the Client may change the aforesaid address for notification under this Transaction Document by giving a prior written notice to the one another.

- 10.3 Neither Client nor SabPaisa may assign, in whole or in part, the benefits or obligations of this Transaction Document to any other person without the prior written consent of the other, such consent not to be unreasonably withheld. Provided that SabPaisa may assign any of its obligations here under to any of its affiliates without the prior consent of the Client. For the purposes of this clause, "Affiliates" of SabPaisa shall mean and include:

- (i) Any company which is the holding company or subsidiary of SabPaisa, or
- (ii) A person under the control of or under common control with SabPaisa,

  
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(ii) Any person, of which, SabPaisa has a direct or beneficial interest or control of 26% or more, of the voting securities, or

10.4 The Client and SabPaisa agree that each one of them is an independent entity and nothing here under shall make them partners, employees, agents or representatives of one another. Neither Client nor SabPaisa shall make any representation that suggests otherwise.

10.5 The Client fully understands that SabPaisa shall provide Payment Gateway Services here under to the Client strictly on a non-exclusive basis and therefore nothing contained herein shall prohibit SabPaisa from furnishing similar services to others, including competitors of the Client.

**ANNEXURE TO SCHEDULE  
Services and Fees ANNEXURE 'A'**

On the 12.09.2022 day of Consideration

**Term/Duration of the Agreement:** The term of this Agreement shall continue until a notice of cancellation by the Master Merchant or the Sub Merchant is given, or until terminated under other provisions of this Agreement. The Master Merchant reserves the right to terminate this Agreement without cause upon notification to the SubMerchant. The Master Merchant may further terminate this Agreement immediately without notice at any time if the Sub Merchant breaches any part of this Agreement, or if any program or facility used by Master Merchant to implement this Agreement is disrupted or terminated for any reason.

Service Charges to be paid by Applicants along with the applicable GST, or any applicable service tax or taxes.

**Commercials:**

| SL No.   | Cost Heads to Institution/Client                  | Charges   |
|--|---|---|
| 1  | PG setup (One Time)                               | Waived off  |
| 2  | Annual Maintenance Charges (AMC)                  | Waived off  |
| Transaction cost to Students/Payer   |   |   |
| 1  | Credit Card (Visa/Master/Maestro)                 | 1.2% of value of txn  |
| 2  | MDR on Debit Card*<br>(Visa/Master/Rupay/Maestro) | <2000 (as per RBI regulation)<br>>=2000 (as per RBI regulation) |
| 3  | Net Banking                                       | Rs 16/-   |
| 4  | NEFT Collection                                   | Rs. 10.00   |
| 5  | UPI   | As per RBI  |
| • Call Center, Dedicated AM, Push/Pull API, Custom Report Rs. 3/- would be charged on Debit Card & UPI Transactions. |   |   |
| • Convenience Fee Rs 2/- Per transaction   |   |   |

|                           |   |
|---------------------------|---|
| Chargeback Processing Fee | Rs. 100 + GST for all chargeback received irrespective of honored or rejected |
|---------------------------|---|

**GST/Other taxes, extra as applicable**

- Whenever SabPaisa offers a new payment option, the commercials shall be mutually agreed in writing by way of an addendum to this Transaction Document;
- Government levy, GST and other taxes, if any shall be applicable at actual and can be collected from the customer

*Handwritten signature*  
12.9.22  
Principal  
Maharaja Ganga Education Mahavidyalaya  
Dighwara, Buxar



## Annexure B

### CHARGEBACK

**SabPaisa Rights for Chargebacks:** For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve. We may debit the amount of any Chargeback and any associated Fees, fines, or from Merchants Settlement Amount and/or Reserve. If we reasonably believe that a Chargeback is likely with respect to some transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that: (a) a Chargeback is assessed due to a Customer's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation or Card Association Rules by which the Customer may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us with respect to the collection of all Outstanding Amounts unpaid by you.

**Excessive Chargebacks:** If we determine that you are incurring an excessive amount of Chargebacks, SabPaisa may establish controls or conditions governing the Transactions contemplated under this Agreement, including without limitation, by (a) establishing new processing fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, and (d) terminating or suspending the Services.

**Contesting Disputed Transactions:** In the event of a Chargeback dispute relating to a Transaction contemplated under this Agreement ("Disputed Transaction"), on any grounds whatsoever, SabPaisa shall forthwith notify you of the same. On such notification you shall conduct an internal review of such matter and shall within 3 (three) days from receipt of notice, revert to SabPaisa in writing either:

- (a) Requesting SabPaisa to refund the Customer Charge Amount received by it in respect of such Transaction; or
- (b) Providing SabPaisa with a statement explaining how the Disputed Transaction is not warranted together with all documentary evidence in support of contesting such Disputed Transaction (proof of delivery of services/product).

In the event that you: (a) provide a Refund Request to SabPaisa; or (b) fail to provide Refund Request and fail to contest such Disputed Transaction within the aforesaid period or contests Disputed Transaction without providing supporting documentation to the satisfaction of SabPaisa, Acquiring Banks, Card Association and/or Issuing Institution, SabPaisa shall be entitled to recover the Refund Monies from Settlement Amount subsequently made to the Nodal Account. In the event that SabPaisa is unable to recover the Refund Monies as aforesaid, due to the Settlement Amount credited to the Nodal Account being lower than the Refund Monies, SabPaisa shall deduct the remaining Refund Monies from the Reserve (if any) or set-off the remaining Refund Monies against the future Settlement Amounts payables to you and refund the same to the Customer. You shall be liable to make payment of the Refund Monies or part thereof which has not been recovered by SabPaisa forthwith.

It is hereby agreed and acknowledged by the Parties that the Service Fees charged by SabPaisa in respect of a Transaction that has been confirmed shall not be refunded or repaid by SabPaisa to you or any other person irrespective of the Customer Charge being rejected, chargeback, refunded or disputed.

#### **Recovery of Chargeback Processing Fee**

SabPaisa shall be entitled and Merchant hereby authorizes SabPaisa to recover Chargeback processing fee of Rs 100 plus GST for all chargeback initiated by payers irrespective of the chargeback is honored or rejected. This is towards fee levied by VISA, MasterCard, NPCI or any other card Association/Service Providing Banks/organization/ Government.

*Handwritten signature*  
12.9.22  
Principal  
M.D. Durga Shiksha Mahavidyalaya  
Channarayana, Bangalore



## FRAUDULENT TRANSACTIONS

If SabPaisa is informed by Service Providing Banks or facility providers, that their customer have reported an unauthorized debit into its account and has reported the transaction as fraud, the SabPaisa shall be entitled to suspend the settlement of the amount associated with fraud reported during enquiry and or investigation by the Bank and or facility provider.

If the Fraudulent Transaction results in a Chargeback, then the Chargeback shall be resolved in accordance with the provisions of the chargeback.

If the amount in respect of the Fraudulent Transaction has already been settled to the Client pursuant to the terms of this Agreement, any dispute arising in relation to the said Fraudulent Transaction, following settlement, shall be resolved in accordance with the RBI's notification DBR.No.Leg.BC.78/09.07.005/2017-18, dated July 6, 2017 read with RBI's notification DBOD. LEG. BC 86/09.07.007/2001-02 dated April 8, 2002 and other notifications, circulars and guidelines issued by the RBI in this regard from time to time

*Handwritten signature*  
12.9.22  
Principal  
Ksh. Sanga Sushan Mahavidyalaya  
Bishwapur, Benara



Annexure- C

12.09.2022

SRS Live Technologies Pvt  
Ltd at 1st Floor, B-1/E-3,  
Mohan Cooperative Industrial  
Estate, Sarita Vihar, New  
Delhi 110044

**Remittance of Funds**

This is with reference to the payment and collections management services offered by SRS.

In this regard, we confirm that the Nodal Bank remit the monies to us to our bank account, as per details mentioned below:

|                              |   |
|------------------------------|---|
| Entity Name                  | Nikhil Banga Sikshan Mahavidyalaya            |
| Payment Mode                 | NEFT/RTGS/ACCOUNT TRANSFER                    |
| Bank Name                    | UCO Bank                                      |
| Branch where account is held | Bishnupur                                     |
| Description of account name  | NIKHIL BANGA SIKSHAN<br>MAHAVIDYALAYA         |
| Bank Account Number          | 22890110014509                                |
| RTGS IFS Code                | UCBA0002289                                   |
| NEFT IFS Code                | UCBA0002289                                   |
| Bank Address                 | South Bailapara, Bishnupur, Dist- Bankura, WB |

Yours faithfully  
For Nikhil Banga Sikshan Mahavidyalaya

Name: **Prof. (Dr.) Bhim Chandra Mondal**  
Designation: **PRINCIPAL**

*Principal*  
Nikhil Banga Sikshan Mahavidyalaya  
Bishnupur, Bankura

Encl: Cancelled Cheque



*[Handwritten signature]*



## Overview

By signing the Application, you offer to receive and, subject to acceptance of your offer (by the commencement of provision of the services to you) and you paying the relevant fees, you agree with SRS Live Technologies Pvt Ltd to receive payment processing facilities and services through its payment gateway; herein referred as "SabPaisha"; on the terms set out in the Transaction Documents.

The "Services" and "Fees" section of the Transaction Documents indicate the types of payments and services you have offered to receive. This arrangement under the Transaction Documents is made when the Services commence to be provided by us.

1. SabPaisha is, inter alia, engaged in the business of offering e-commerce services, which include payment and accepting instructions through the internet in respect of payments to be made by the Customers (as defined in the Schedule) for various products and services.
2. The Client is a valid legal entity to do business in India. It collects amount from customers for sale of products and/or services through facility of Net banking and collection of credit/debit cards.
3. M/s SabPaisha has entered into agreements with various banks and financial institutions ("Acquiring Banks") to offer various facilities through the internet, over the counter and RTGS/NEFT, including net banking facilities and providing authorization (from third party clearing house networks) and settlement facilities in respect of payment instructions initiated by the Customers on certain websites of various different client using valid credit card/debit card/online banking account/IFSC. These facilities will be hereinafter be referred to as the "Net Banking Facilities" and/or "Acquiring Bank's Services".
4. The Client has requested SabPaisha to provide linkage of the software of SabPaisha with the Website of the Client in order to enable the Customers of the Client to pay online (online payment) through the Customer Account for the Products and Services rendered to them by the Client ("Payment Gateway Services").

**In witness whereof the parties hereto have executed this agreement on Twelve day of September 2022**

|                            |   |                             |   |
|----------------------------|---|-----------------------------|---|
| <b>Merchant Signature:</b> |  | <b>SabPaisha Signature:</b> |  |
| <b>Name:</b>               | <b>Prof. (Dr.) Bhim Chandra Mondal</b>  | <b>Name:</b>                | <b>Nadeem Jirajpuri</b>   |
| <b>Designation:</b>        | <b>PRINCIPAL</b>  | <b>Designation:</b>         | <b>AOO</b>  |



  
 12.9.22  
 Principal  
 Mahal Bangsa Sishwan Mahavidyalaya  
 Bishnupur, Bishnupur

