

SL NO. 19/2023

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

बंगाल WEST BENGAL

AG 559728



VIRTUAL CO-WORKING SPACE USE AGREEMENT

1. The Parties:

This Co-Working Space Agreement, hereinafter known as the "Agreement", made this 20th day of February, 2023 is by and between:

Service Provider: ADCON MEDIA SYSTEMS PVT.LTD., hereinafter known as the "Service Provider", of 5/2B Ashutosh Chowdhury Avenue, Kolkata, West Bengal, 700019,

AND

Client: MANAS PAL proprietor of MANAS PAL & ASSOCIATES, hereinafter known as the "Client", of Jamuna Deb Pal, Ruchira Residency Tower-1, 12/4 Kalikapur Garfa, Haltu, Kolkata, West Bengal - 700078. The Service Provider and Client shall be referred to as the "Parties" and agree as follows:

2. Co-working space: Under this Agreement, the Service Provider agrees to offer the following property to the Client for virtual coworking use:

NIRMALYA DAS GUPTA
Advocate Cum Notary
REGN NO.-006/2022
C.M.M. Court Calcutta

24 FEB 2023

Street Address: 5/2B Ashutosh Chowdhury Avenue, Kolkata, West Bengal, 700018

Add'l. Description: The Service Provider has allowed the Client to use 1 of the conference rooms for a maximum of 1 hour per month.

Hereinafter known as the "Premises".

3. Terms:

This Agreement shall start on 20th February 2023 and continue:

Continue for a period of 12 months from the date of this agreement.

4. Services:

The Client shall be provided with the following as part of this Agreement:

4.1 Conference Room(s): The Client shall be given access to a Conference Room(s):

For 1 hour per month and must be scheduled with at least 2 hours' notice. If the Client should request additional hours, it shall be at the rate of Rs 500/hour.

4.2 Directory: The Service Provider shall allow the Client to display their personal and/or business name on any available online or other published material describing the Premises.

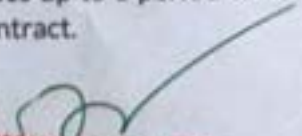
4.3 Internet Access: The Service Provider shall provide internet access to the Client by supplying a Wi-Fi Username and Password following the execution of this Agreement.

4.4 Mailboxes: The Client shall have access to receive mail during the term of this Agreement.

Being a Client of the Premises, grants the Client the privilege and use in common with other clients on the Premises. The Client understands the use of the Premises is determined by each client's agreement with the Service Provider. In no way does the term "co-working" or any other term in this Agreement suggest that the rights of any client is equal to another.

5. Rate: The Service Provider agrees to allow the Client to occupy the Premises in exchange for a(n):

Monthly Rate: The Client shall be charged 1,000/month for the use of the Premises up to a period of 12 months. All payments will be at the time of signing the contract.


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6. **Pets:** The Premises has the following pet-policy:

Pets Not Allowed: Pets are not allowed on the Premises at any time during the term of this Agreement except for those legally allowed under State law for individuals with disabilities.



7. This Agreement

7.1 Nature of this agreement: This business premises agreement is a mere permission for the Client to use the Premises and other facilities of the Premises. The whole of the Premises remains in the Service Provider's possession and control. No tenancy or other, right title or interest and or possession whatsoever is created or intended to be created by this agreement in favor of the Client. The Service Provider is giving the Client the right to share with the Service Provider the use of the Premises on these terms and conditions, so that the Service Provider can provide services to the Client. The Client agrees not to assign or sublet or part with possession of the Premises or attempt transfer of this Agreement.


7.2 Duration: This agreement lasts for the period stated in it and then will be extended automatically for successive periods until brought to an end by the Client or the Service Provider. The fees on any renewal will be at the then prevailing market rate, until and unless otherwise agreed by the Service Provider in writing.

7.3 Term Commencement date of the agreement: The obligations as per this agreement will commence from the Term Commencement Date, and to clarify, these obligations are independent of actual occupation/ use of the premises by the Client or its representatives.

7.4 Confidentiality: The terms of this Agreement are confidential. Neither the Client nor the Service Provider may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this Agreement ends.

7.5 Jurisdiction: Civil Courts of the city in which the Service Provider is located shall have exclusive jurisdiction in the event any disputes or differences arise in respect of, out of, relating to and/ or touching this Agreement. This agreement is interpreted and enforced in accordance with the law of the place where the relevant Premises is located.

7.6 Costs: The Client must also pay all reasonable costs relating to this Agreement, including any legal costs whatsoever, stamp duty and any Bank charges payable by the Service Provider in respect of the Fee and other amounts received by the Service Provider from the Client pursuant to this Agreement. The Client must also pay any reasonable and proper costs including legal fees that the Service Provider incurs in enforcing this Agreement.


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7.7 Notices: All formal notices must be in writing and:

7.7.1 Shall be deemed to have been served to the Client if delivered to the Premises or posted to the last known address of the Client and in the latter case shall be deemed to have been served on the third working day after posting. It is expected of the Client that they keep their communication address updated with the Service Provider at all times.

7.7.2 Shall be deemed to have been served to the Service Provider if delivered to the Premises Manager of the Premises where the Client has taken premises or posted to the address of the Premises and in latter case shall be deemed to have been served on the third working day after posting.

7.8 Inspection and Maintenance: The Service Provider may need to enter the Client's premises and may do so at any time. However, unless there is an emergency, the Service Provider will attempt to notify the Client verbally or electronically in advance when the Service Provider needs access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. The Service Provider will also endeavor to respect reasonable security procedures to protect the confidentiality of Client's business.

7.9 Taxes: The Client shall be liable to bear and promptly pay all Local and other Government taxes (as may be levied at present and/or which may be levied at any future date) in respect of the Monthly Fee and/or services. All amounts mentioned in this Agreement as payable by the Client to the Service Provider, are exclusive of such taxes.

7.10 Insurance: It is the Client's responsibility to arrange insurance of its own property which it brings into the Premises and for its own liability to its employees and to third parties.

7.11 Head Lease

7.11.1 The Client acknowledges that Agreement is subject to the Head-lease / License under which the Service Provider holds the Premises and the Client further acknowledges that it is aware of the provisions of the Head-lease / License and will observe and obey all the terms covenants and conditions contained in the Head-lease / License.

7.11.2 The parties agree that this Agreement is dependent and conditional upon the Head-lease/ License and that if the Head-lease / License is terminated for any reason, this Agreement shall also immediately terminate without prejudice to any antecedent rights.


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7.12 Employees: If the Client or the Service Provider, or any business of which the ownership or control is directly associated with the Client or the Service Provider, employs other's staff, during the term of the agreement or within 6 months after termination of the agreement, the party thus employing, shall pay the other party the equivalent of six month's salary for any employee concerned. Nothing in this clause shall prevent either the Client or the Service Provider from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

7.13 Identification Documents: The Client agrees to provide all documents pertaining to the identification of the Company (mentioned in the agreement) and of the person (executing the agreement), as deemed relevant by the Service Provider, for the purpose of verification of legitimate existence of the business. Client authorizes the Service Provider to conduct verification of legitimate existence of Client's business and/ or standard business verification to execute the agreement.


8. Monthly Fees, Services' Fees and Payments:

8.1 Monthly Fee: The Monthly Fee, per month, shall be payable monthly in advance, by the first day of each and every month, to the Service Provider; and in respect of any broken period a pro-rata adjustment shall be made.

8.2 Standard Services: Standard Recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided at the specified rates for the duration of this Agreement (including any renewal). The Client must provide 1 (one) months' notice to the Service Provider in writing to terminate such standard recurring services.

8.3 Additional Variable Services: The Service Provider may provide additional Services directly or through a business affiliate. Such Services will be billed in arrears at the end of the month, as per usage, and are due within 7 days from the date of the invoice. Fees for such Services, plus applicable taxes, will be applicable in accordance with the Service Provider's published rates which may change from time to time.

8.4 Renewal: The Service Provider will increase the monthly office fee each and every anniversary of the start date of this agreement by a percentage amount discussed and mutually agreed upon by the Client and the Service Provider. This will not apply to agreements that have an original start date and an end date constituting more than a 12 month term. Renewals will be renewed as per clause 7.2 above and only those renewals with a start and end date constituting a term of over 12 months will have the same increase applied.


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8.5 TDS: The Client may be entitled to deduct tax at source (TDS) on the amounts paid towards Fee and services, in accordance with the provisions of the Income Tax Act 1961 as applicable from time to time. If the Client decides to deduct tax at source, the Client will be required to deposit a sum equal to 1(one) month's rent with the Service Provider. The Client shall promptly and regularly furnish the tax deduction certificates in respect thereof to the Service Provider. To clarify periodicity, the Client shall furnish the tax deduction certificates on a quarterly basis to the Service Provider. Failure on the part of the Client to furnish the Certificate shall be considered to be a material breach of this Agreement on the part of the Client and shall entitle the Service Provider to terminate this Agreement.

8.6 Invoices: The Service Provider will send all invoices electronically (where allowed by law). Notification of invoices shall constitute a demand for payment.

8.7 Invoice disputes: In case of any dispute in any charges levied under "Standard Services" or "Additional Variable Services", the Client must notify the Service Provider in writing of such disputed amount and the reasons for it within 7 days of the date of the invoice. The Client must pay the amount not in dispute by the due date or be subject to late fees. The Service Provider and the Client will endeavor to resolve, by mutual discussion, the disputed portion of the charges for Services within one week of receiving a notice from the Client.

8.8 Late Payment: If any payment or charges due by the Client to the Service Provider are not made within 5 calendar days, "default-interest" of 1% of balance shall accumulate for each day the rent is late. Dishonor of cheques, will attract a fee equivalent to INR 1,500. The Client shall bear all bank charges. The Service Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its premises, where applicable) while there are any outstanding fees and/or interest or the Client is in breach of this Agreement.

9. Security Deposit:

9.1 Deposit: The Client must pay a security deposit equivalent to Rs 2,000 upon entering into this Agreement, unless a greater amount is specified on the front of this agreement. The Service Provider shall not be liable to pay to the Client any interest on such Security Deposit. This will be held by the Service Provider as security for performance of all the Client's obligations under this agreement.

9.2 Deposit Refund: The security deposit, or any balance after deducting outstanding fees and other costs due to the Service Provider, or any of the Service Provider's affiliates or vendors, under this agreement, will be returned to the Client within 20 business days, after the Client has settled their account and has fulfilled all obligations under this agreement.



9.3 Increase in Deposit: The Service Provider may require the Client to pay an increased deposit if outstanding fees exceed by 50% of the deposit held and/or the Client frequently fails to pay the Service Provider's fees when due.

10. Use

10.1 The Client's name and address: The Client may only carry on that business in its name or some other name that the Service Provider previously agrees. Should the Client choose to use the services provided by the Service Provider, for an additional company, an additional charge per month and per company name may apply.

10.2 Use of Premises Address: The Client may use the Premises address as its business address only. Any other uses are prohibited without the Service Provider's prior written consent.

10.3 Installations in the Premises: The Client must not install any cabling, IT or telecom connections without the Service Provider's prior written consent. As a condition to such consent, the Client must permit the Service Provider to oversee any installations and to verify that such installations do not interfere with the use of premises by other clients or the Service Provider or any the Service Provider of the building.

10.4 Alterations to the Premises: The Client shall not make any alterations or additions in the Premises without prior written consent of the Service Provider.

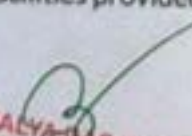
10.5 Non-Compete Business: The Client must not carry on a business that directly or indirectly competes with Service Provider or any company affiliated with the Service Provider.

10.6 Access: The Client will have access to the premises only from Monday to Friday between 09:30 am and 7:00 pm and on Saturdays between 10:30am - 5:00pm; the Services and the facility will not be available on Bank Holidays and Public Holidays.

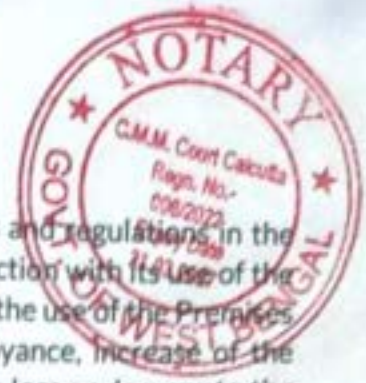
10.7 The Client is required to disclose the number and names of persons who will work in the premises.

10.8 The Client agrees not to smoke in the office nor consume alcoholic beverages in the Premises and/or elsewhere in the premises or any part thereof.

10.9 The Client shall utilize, and shall ensure that its employees utilize, the equipment and facilities provided in the premises and in the Premises with due care and caution; the Client will be liable for all damage or destruction caused by it or its employees to the equipment and facilities provided in the Premises and in the premises in particular.


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10.10 Compliance: The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Premises. The Client must not do anything that may interfere with the use of the Premises by the Service Provider or by others, cause of nuisance or annoyance, increase of the insurance premiums that the Service Provider has to pay, or cause loss or damage to the Service Provider (including damage to reputation) or to the owner of any interest in the building which contains the Premises the Client is using.

10.11 The Client is liable for any damage caused by it or by those in the Premises with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises. The Client agrees to repair in a proper way any such damage and if the Client fails to do so, the Service Provider may do so at the Client's expense.

11. Termination of the Agreement:

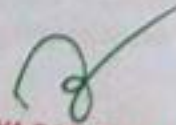
11.1 Notice: Either the Service Provider or the Client can terminate this agreement at the end date stated in it, or at the end of any extension or renewal period, by giving at least three months written notice to the other. However, if this agreement, extension or renewal, is for three months or less, the notice period is for one month. To clarify, the Client shall not be entitled to terminate this Agreement prior to the expiry of its term (initial, extension or renewal).

11.2 Ending this agreement immediately: The Service Provider may put an end to this agreement immediately, to withhold Services and re- enter the Premises by giving the Client notice and without need to follow any additional procedure, if

11.2.1 The Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or

11.2.2 The Client is in its breach of one of its obligations, including but not limited to payment of monthly Fees and Services Due, which cannot be put right or The Service Provider have given the Client notice to put right and which the Client has failed to put right within seven days (7) of that notice, or

11.2.3 The Client's conduct or that of someone at the Premises with its permission or invitation, is incompatible with ordinary office use. If the Service Provider puts an end to the agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used and the monthly fee for the remainder of the period for which this agreement would have lasted if the Service Provider had not ended it.


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11.3 Handing over of the Premises:

11.3.1 The Client shall cease to use and occupy the premises on the expiry or sooner termination of this Agreement; remove all its equipment, belongings, articles and things and its employees / personnel and to vacate and hand back the premises and at the same time hand over all keys and access cards.

11.3.2 The Client shall remove from the premises their fixtures and equipment provided that any damage or defacement is occasioned to any part of the Premises in the course of such removal, the same shall be remedied by the Client immediately and at their own expense. If the Client fails to do so, the Service Provider may do so at the Client's expense. If the Client leaves any property in the Premises, the Service Provider may dispose of at the Client's cost in any way the Service Provider chooses without owing the Client any responsibility for it or any proceeds of sale.

11.3.3 The Client must leave the premises in the same condition as it was when the Client took it. The Service Provider reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

11.4 If the Client defaults in vacating the premises when this agreement has ended the Client is responsible for any loss, claim or liability the Service Provider incurs as a result of the Client's failure to vacate on time. The Service Provider will also be at liberty to remove the articles and belongings of the Client from the premises at the risk and cost of the Client. The Service Provider may, at its discretion, permit the Client an extension, subject to a surcharge on the monthly office fee.

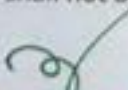
11.11 Force Majeure: In the event the Premises or the premises are destroyed or damaged, at any time, by any event falling within the term "force majeure", this Agreement shall come to an end on the Service Provider giving to the Client notice in writing to that effect. The Service Provider shall within two weeks of giving notice that this Agreement has come to an end for the reasons aforesaid refund to the Client the Security Deposit and the monthly fees paid by the Client after adjusting therefrom all dues under any head for the past period up to the date of occurrence of the event of force majeure and payable by the Client under this Agreement.

12. Liability and Disclaimer

12.1 The Service Provider will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss unless the Service Provider otherwise agrees in writing.

12.2 Subject to gross negligence and deliberate misconduct, The Service Provider, its employees and agents shall not be held responsible for any theft, loss or damage from the




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Premises or for any damage done to the furniture or other effects of any Client in the Premises by the caretaker or cleaners or any employees, agents or invitees of the Service Provider.

12.3 The Service Provider shall not be responsible for any loss, damage, corruption of data or any loss of information whether from hardware, software or internet damage that may occur to the Client during the term of this agreement. The Service Provider shall not be responsible for any loss, damage or loss of information resulting from communications or data failure including voice, communication and the internet.

12.4 Subject to gross negligence and deliberate misconduct, the Service Provider is not liable for any loss as a result of the Service Provider's failure to provide a service as a result of mechanical breakdown, strike, termination of the Service Provider's interest in the building containing the Premises or otherwise.

12.5 In no event shall the Service Provider be liable for any loss or damage until the Client provides written notice and gives the Service Provider a reasonable time to put it right.

ADCON MEDIA SYSTEMS PVT. LTD.

Service Provider's Signature [Signature] Date: 20/2/23 Place: KOLKATA
Director/Authorised Signatory

Print Name: ROHIL BUBNA

Client's Signature [Signature] Date: 23.2.23 Place: Kolkata.

Print Name: Manac Pal.

Identified by me
[Signature]
Soma Dutta
Advocate
C.M.M. Court, Kolkata-1
Regn. No.- F-1496/21

[Signature]
NIRMALYA DAS GUPTA
Advocate Cum Notary
REGN NO.-006/2022
C.M.M. Court Calcutta

Signature Attested
by me on Identification
[Signature]
NOTARY
N.DAS GUPTA
C.M.M. Court Kolkata
Govt. Of W.B.
Reg. No. : 006/2022

24 FEB 2023

ADCON MEDIA SYSTEMS PVT. LTD.

Plot No. 5/7B Ashutosh Chowdhury Avenue, Kolkata - 700019



Property Tax (PD) e-Receipt for 2022-2023
Assessment-Collection Department, Kolkata Municipal Corporation

Printed On 21/02/2023

RECEIPT INFORMATION

Receipt No: E1985645
Transaction Id: 0120220000231914
Receipt Date and Time: 10/06/2022 12:59:28

MAILING ADDRESS AND ASSESSEE INFORMATION

FLAT-2B FLOOR:2ND,5/2B ASHUTOSH CHOWDHURY AVENUE
CALCUTTA - 700019 PIN : 700019
ASSESSEE NO : 110650100560
PREMISES NO :5/2B
STREET NAME: ASHUTOSH CHOWDHURY AVENUE
WARD NO : 065

OWNER INFORMATION

PERSON LIABLE TO PAY TAX: ADCON MEDIA SYSTEM PVT.LTD.
OWNER: ADCON MEDIA SYSTEMS PVT LTD

BILL TYPE	QUARTER	REBATE(Rs.)	PENALTY(Rs.)	INTEREST(Rs.)	PAYABLE(Rs.)
P	1/2022-2023	201.05	0	0	3620
P	2/2022-2023	402.1	0	0	3619
P	3/2022-2023	402.1	0	0	3619
P	4/2022-2023	402.1	0	0	3619

Amount In Words : Rupees Fourteen Thousand Six Hundred Seventy Seven only
Total amount paid Rs.14677.0



E. and O.E

ADCON MEDIA SYSTEMS PVT. LTD.

Rishi Bala
Director/Authorised Signatory

This document being an e-Receipt of Property Tax (PD), does not require any signature
For Receipt Authentication visit url :<https://www.kmcgov.in/KMCPortal/jsp/PDRceipt.jsp>
For Payment Status visit url :<https://www.kmcgov.in/KMCPortal/jsp/KMCAssessmentCheckPaymentStatus.jsp>



ADCON MEDIA SYSTEMS PVT. LTD.

Regd. Off: 5/2B Ashutosh Chowdhury Avenue, Kolkata -700019
Ph No. 4051 1199, CIN: U74300WB1990PTC049133

NO OBJECTION CERTIFICATE FOR TRADE LICENCE

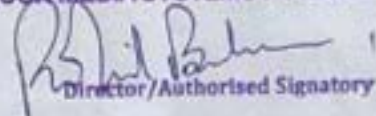
TO WHOM IT MAY CONCERN

This is to certify that a working space in 1st Floor of 5/2B, Ashutosh Chowdhury Avenue, Kolkata-700019 is provided to Mr. Manas Pal, Proprietor of Manas Pal & Associates, from 20th February 2023 till 19th February 2024 to carry out its normal business operation.

Also, we have NO OBJECTION to get Trade Licence on the said address.

For Adcon Media Systems Pvt. Ltd.

ADCON MEDIA SYSTEMS PVT. LTD.


Director/Authorised Signatory

(Rohil Bubna)
Director

Date: 20/2/23

Place: 5/2B, Ashutosh Chowdhury Avenue
Kolkata-700019



RP-Sanjiv Goenka Group
Growing Legacies

YOUR ELECTRICITY BILL FOR JANUARY 2023

(01230)

Please refer to our website www.cesc.co.in for revised cash office operating timing.
Bill No.: 85020017010 / 01230 Bill Date.: 05/02/23 CIN :L31901WB1978PLC031411.



CESC LIMITED

ADCON MEDIA SYSTEM PVT L
TD
5/2B
ASHUTOSH CHOWDHURY AVE
KOLKATA 700 019

Customer ID.: 85000030024

Please opt to pay the Bill "Net Amount payable for e-Payment" through NEFT/RTGS to CESC Limited using the following A/C details :	
Bank	AXIS BANK
A/C No.	90788000030024
IFSC CODE	UTIB0CCN214
Branch	Central CoB Hub



For Immediate Assistance
033 35011912 | 033 44031912
18605001912 | 1912
Visit us at : www.cesc.co.in e-mail : cesc@rediffmail.com

Consumer Type : Commercial

Gross Amount Rounded ₹ 15650	Rounded Net Amount Payable as per BILL DETAILS ₹ 15510
Rebate ₹ 135.83	
Due Date 15/02/23	

Rebate is applicable only if payment is received within Due Date

Units Billed : 1396*
*All meter or meter reading

Current Reading Date : 31/01/23
Previous Reading Date : 31/12/22

BILL DETAILS

Energy Charges ****	₹ 12502.76
MVCA	₹ 0.00
Fixed/Demand Charges	₹ 1080.00
Govt. Duty	₹ 2017.04
Meter Rent	₹ 50.00
Adjustments (w/wo)	₹ 5.93
Gross Amount	₹ 15655.73
Rebate	₹ 135.83
Net Amount	₹ 15519.90
ADD: Rebate for e-payment mode	₹ 135.83
Post allowed for e-payment mode	₹ 15384.07
Net Amt. Payable for e-payment	₹ 25380.00
Load (kVA) : 52.9 Security Deposit: ₹	124891.00

Last Payment Received On	Amount Received (₹)	Mode of Payment	A/C Month & Year
10/01/23	17780.00	CREDIT CARD-WEB	12/22

Please pay by due date to avoid inclusion of this bill in the next bill

The Gross/Net amount when rounded is to the lower multiple of ₹100. The truncated amount will be carried forward on payments.

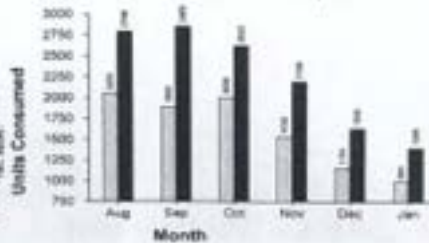
SCAN & PAY VIA BHARAT BI



Scan till Due Date



Your 6 Months' Consumption



■ Similar period of last year
■ Current six months

SCAN & PAY VIA BHARAT BI



Scan after Due Date



kotak Mutual Fund

SIP
Systematic Investment Plan

Create wealth the smarter way!
Invest in SIP now!

www.kotakmf.com | Toll Free Number: 18002024000

Mutual fund investments are subject to market risks. Read all scheme related documents carefully.

For CESC Limited
General Manager (Commercial)

Revised the sum here stated



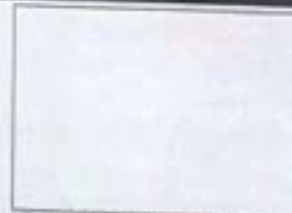
RP GOENKA INTERNATIONAL SCHOOL
SESSION 2022 JULY : NURSERY TO GRADE 5
FOR MORE INFORMATION PLEASE VISIT WWW.RPGOENKA.SCHOOL



Consumer No.	Gross Amt.(₹)	Net Amount (₹)	Due Date	A/C Month	Consumer No.
85020017010	15650	15510	15/02/23	01230	85020017010

UNIQUE ID : 85000030024

BILL ID : 2001230



FOR OFFICE USE ONLY

(For use of Commercial Department)

85/A/LOT-1/353/353