



**Service Agreement for use of Office Space at My Cube, between My Cube And
M/S Investors Clinic Infratech Pvt Ltd.**

Dated: 16 January 2020.

To: .. December 2020.

Name, email and address of the User	<ul style="list-style-type: none">Investors Clinic Infratech Pvt Ltd.Floor no- 5, EFGH, Tapasya Corp. Heights, Sector-126, Noida Pin Code-201301adminsupport@investors-clinic.com
Name and address of Service provider	<ul style="list-style-type: none">My Cube, A-11, 4th Floor, FMC Fortuna building, 234/3A AJC Bose Road, Kolkata – 700020.
Nature of Business/Activity conducted	<ul style="list-style-type: none">Real estate investment consultant.
Period of Agreement	<ul style="list-style-type: none">Eleven (11) months
Escalation	<ul style="list-style-type: none">After the lock-in period of three(3) months is expired, one(1) month advance written notice shall be served upon in the event of the party(s) wishes to terminate the agreement prior to the expiry of the present agreement.
Date of commencement of Space Use	<ul style="list-style-type: none"><u>16</u> January 2020.
Center Location	<ul style="list-style-type: none">My Cube, A-11, 4th Floor, FMC Fortuna building, 234/3A AJC Bose Road, Kolkata – 700020.
Space offered, Number of persons, Guests	<ul style="list-style-type: none">6 seater cabinIf there is a change in the names of people using the space, the user is liable to inform My Cube of the same in written/via email.Guests must enter with a valid ID proof. My Cube has the right to deny admission if a valid ID proof is not surfaced.Guests usage is limited to total 200 hours/month in the Private cube, and anything above that is duly chargeable.



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<p>Monthly Usage Charges and Due date</p>	<ul style="list-style-type: none"> Rs.40,000/- Including GST per month The monthly usage charges shall be paid in advance on or before the 10th day of the month. An additional charge of Rs. 150 per person per day is applicable from the due date for delay in payments beyond the due date The user agrees to mention the company name while making bank transfers or Inform My Cube regarding the completion of payment with a reference note for ease of transaction entries.
<p>Inclusions</p>	<ul style="list-style-type: none"> Use of designated office space, Electricity & air conditioning consumed during office hours Housekeeping, security and maintenance services for the premise 2 cups per day per person of hot beverage, will be provided and the same cannot be carried forward.
<p>Meeting Room credit</p>	<ul style="list-style-type: none"> 2 hours of meeting room access per person per month. Meeting room credits shall expire every month and cannot be carried forward
<p>Additional Service</p>	<ul style="list-style-type: none"> High speed shared Internet (as per Fair Internet Usage Policy)
<p>Centre Timing</p>	<ul style="list-style-type: none"> 10 am to 8 pm from Monday to Saturday and 10 am to 6 pm on Sunday except for Public Holidays. Usage beyond the above timings is chargeable. Support staff shall be available between 10 am -6 pm Monday to Saturday, except for public holidays.
<p>Obligations, Representations, and Covenants of User</p>	<ul style="list-style-type: none"> User shall use the space offered for its Lawful business only and not for any immoral or illegal purposes. User shall not use the space in a manner which causes nuisance or disturbance to other occupants using the space. User has obtained all requisite permissions/licenses/approvals from concerned govt/ authorities to carry on their said business activity. User either itself or through its staff shall not bring any kind of harmful, combustible, obnoxious substance in the space during the period of usage User agrees that this agreement shall be subject to terms of the Head agreement dated 1st April 2017 between My Cube and its property owner. User shall not terminate this agreement during lock-in period i.e.



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three(3)months and in case of breach of the lock-in period, user shall be liable to compensate My Cube with a paying fee for remaining lock-in period **plus 15% interest as liquidated damages** payable monthly and the interest-free security deposit paid at initiation will not be refundable.

- The User needs to notify My Cube in written or via email, regarding extension/cancellation of the agreement beyond the lockin period, one (1) months prior to the end of the lock-in period.
- Space is given to User on a purely temporary license basis by virtue of this Service agreement to use space, possession whereof shall at all times be with My Cube.
- User shall be responsible for fulfilling all statutory obligations towards its employees, staff and running its business activity from the center and shall be solely responsible for insurance of its property/assets brought in My Cube space.
- Notwithstanding anything else in this Agreement to the contrary, My Cube is not liable to anything under this agreement. In no event will My Cube be liable for any indirect, incidental, special, consequential or punitive damages, even if User had been advised of the possibility of such damages.
- User agrees to indemnify My Cube for any losses, damages, action, suffered due to wrong or unlawful utilization of space and on account of violation of third party intellectual property rights and any false representation made by the user.
- This agreement shall be voidable in the event of misrepresentation, misdescription, falsified reference to My Cube or non-disclosures of any material particular by the User.
- User agrees that My Cube shall not be responsible or liable to any third parties for any reason whatsoever for any act of omission or commission by the user and its staff, employees in respect of its activities from the Space.
- In case of any physical damages in the My Cube space, the user is liable to pay for the cost of repair, material and labor and if the payment is not made in the stipulated period, the same shall be deducted from the interest-free



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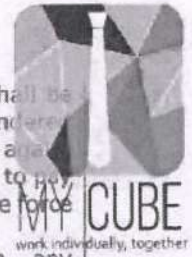




	<p>deposit.</p> <ul style="list-style-type: none"> The user agrees not to create nuisance in the form of noise pollution or excessive disturbance to other workers in the Space.
<p>My Cube Representations, Warranties, and Obligations.</p>	<ul style="list-style-type: none"> My Cube has valid and physical possession of Space, and legally authorized to enter into this Agreement. My Cube represents that the Space is free from any and all encumbrances, liens and charges of any nature whatsoever; Client will have uninterrupted use of space during the period of the agreement.
<p>Termination</p>	<ul style="list-style-type: none"> Users may terminate this Agreement, without assigning any cause or reason by giving a 1-month notice in writing to My Cube upon completion of the lock-in period. The My Cube shall be entitled to terminate this Agreement during the entire Term, especially for defaults by User in the payment of Usage Charge for 1 (one) month for which the My Cube shall issue a notice of 30 days in writing/email to User to pay the same along with interest @24% and for any breach of its covenants and representations by user by giving 3 (days) notice to rectify such breach. In case the User fails to rectify such default within 3 days of receipt of such written/emailed notice, the My Cube may at its discretion terminate this Agreement and ask the user to vacate the premises.
<p>Dispute Resolution and Governing Law</p>	<ul style="list-style-type: none"> Any dispute arising between My Cube and User arising out of or in connection with this Agreement shall initially be resolved by amicable negotiations amongst senior executives of the Parties and, if not resolved shall be subject to the jurisdiction of courts at Kolkata alone. This service agreement supersedes any previous agreement signed by both parties and any clauses, if any, mentioned in previous agreements, becomes invalid in cases of dispute settlements.
<p>Force majeure</p>	<ul style="list-style-type: none"> If the whole or any part of the Space shall at any time during the Term (and any renewals thereof) is destroyed or damaged due to any fire, storm, tempest, flood, act of God, act of terrorism, war or any other irresistible



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	<p>force, then the Usage Charge shall be suspended until the Space is rendered safely fit for use and occupation again. However, the user shall be liable to pay the fee until the occurrence of the force majeure event.</p> <ul style="list-style-type: none"> • My Cube does not provide any insurance for the loss of materials in the above-mentioned scenarios. • The user agrees to accommodate My Cube in cases there is a delay in services such as the Internet, Plumbing, Beverages, Maintenance. There might be issues that arise in the service due to unforeseen delays and the user agrees to be patient until an unacceptable period of time has passed.
Signing of Agreement	<ul style="list-style-type: none"> • On payment of 1st Month Usage Charge of INR 40,000/- per month inclusive of GST & interest-free security deposit of INR 33900/- shall be payable upon signing of Agreement. An interest-free security deposit will be refunded after completion of tenure or in case of early termination by the user the security deposit will not be refunded.
Taxes & Registration	<ul style="list-style-type: none"> • My Cube shall bear all present and future taxes relating to Space, wherein Space is situated.
Cabin Keys, ID, Coffe cards, Locker keys	<ul style="list-style-type: none"> • To be provided by My Cube free of charge. Every user whose KYC is done will be given will be allowed to use the space. • If the keys are lost/misplaced, a charge is applicable and the same needs to be paid by the user. • The charge is based on the actual charges to replace the lost/misplaced item.

Terms & Conditions

- This proposal is valid only for the duration mentioned above unless mutually extended with subject to availability of space and prevailing rates applicable for that period.
- The charges above (including monthly usage charges) are subject to GST as applicable or levied by the concerned statutory bodies from time to time.
- Any additional equipment/ services/ facilities/ provisions or customization in the existing infrastructure would be extended if possible and would be charged accordingly.
- Use of Space beyond Centre timings and days would be chargeable as per Standard Tariff available with the Community In-charge.
- Beyond Operational hours, clients will get access to their work zone and essentials services like Tea/Coffee Vending Machine, washrooms, power backup, etc without troubleshooting. Visitors & Guests are not allowed beyond center operational timings.
- All the occupants need to register and furnish the KYC details before the commencement of space to grant access to the facilities as per agreement. In the case of Mobile team members, group coordinator or authorized person need to take the ownership & furnish the KYC details.



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Handwritten signature



- A list of National/ Public Holidays is available with Community In-charge.



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work individually, together

For	For
My Cube 	M/S Investors Clinic Infratech Pvt Ltd
Vandan Churiwal - Founder	Floor no- 5, EFGH, Tapasya Corp. Heights, Sector-126, Noida
4 th Floor, Block A11, FMC Fortuna building, 234/3a AJC Bose Road, Kolkata - 700020 Contact: 09830467589	Pin Code-201301
Email: vandan@mycube.co.in	Contact: 8880078037
GSTIN: 19AYAPC6839P1ZV	Email: adminsupport@investors-clinic.com
Bank Account details: Number: 50200025671112. IFSC: HDFC0000469 Bhowannipore branch	GSTIN: 09AACCI2147R1Z3
	Bank Account details: Bank : Yes Bank Ltd Account Name: Investors Clinic Infratech Pvt. Ltd. Account No. : 013884100000757 IFSC : YESB0000138 Branch: Connaught Place (New Delhi)
	PAN No. - AACCI21447R



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