

# भारतीय गैर न्यायिक

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Service Agreement for use of Office Space at M/s Pranay Vandan Office Solutions,  
between M/s Pranay Vandan Office Solutions And M D consultancy

Dated: 30/06/2020

Name, email and Address of the User	<ul style="list-style-type: none"><li>MD consultancy mdattc@gmail.com</li><li>b4/34,3rd floor Safdarjung enclave New Delhi -110029</li></ul>
Name and address of Service provider	<ul style="list-style-type: none"><li>M/s Pranay Vandan Office Solutions</li><li>1<sup>st</sup> Floor, Anuj Chambers, 24 Park Street, Kolkata - 700016</li></ul>
Nature of Business/Activity conducted	<ul style="list-style-type: none"><li>Broker / property agent</li></ul>
Period of Agreement	12 (Twelve) months Registration is valid at Pranay Vandan Office Solutions till the period of the agreement.
Escalation	<ul style="list-style-type: none"><li>After lock-in period</li><li>to be notified by inwritten/via email 2 months prior to end of lock in period.</li></ul>
Date of commencement of Space Use	<ul style="list-style-type: none"><li>1st July 2020</li></ul>

110 FEB 2021

PRANAY VANDAN OFFICE SOLUTIONS

For MD Consultancy

*R. K. Datta*  
Partner

Prop.

**A. K. Datta**  
Notary  
Regn. No. 1101/98  
C.M.M's Court  
2 & 3, Bankshall Street  
Calcutta - 700001



Center Location	<ul style="list-style-type: none"> <li>M/s Pranay Vandan Office Solutions 1<sup>st</sup> Floor, Anuj Chambers, 24 Park Street, Kolkata - 700016</li> </ul>
Space offered, Number of persons, Guests	<ul style="list-style-type: none"> <li>Number of persons: 2</li> <li>Names: Mr pankaj and Manish datt</li> <li>If there is a change in the names of people using the space, the user is liable to inform M/s Pranay Vandan Office Solutions of the same in written/via email.</li> <li>Guests must enter with a valid ID proof. M/s Pranay Vandan Office Solutions has to right to deny admission if a valid ID proof is not surfaced.</li> </ul>
Monthly Usage Charges and Due date	<ul style="list-style-type: none"> <li>Rs. 1250 + 18% GST per month.</li> <li>The Monthly Usage Charges shall be paid in advance on or before the 7<sup>th</sup> day of the month.</li> <li>An additional charge of charge of Rs. 150 per person per day is applicable from the due date for delay in payments beyond the due date</li> <li>The user agrees to mention the company name while making bank transfers or inform M/s Pranay Vandan Office Solutions regarding the completion of payment with a reference note for ease of transaction entries.</li> </ul>
Centre Timing.	<ul style="list-style-type: none"> <li>10 am to 8 pm from Monday to Saturday except Public Holidays.</li> <li>Usage beyond the above timings is chargeable.</li> <li>Support staff available between 10am-6pm Monday to Saturday, except on public holidays.</li> </ul>



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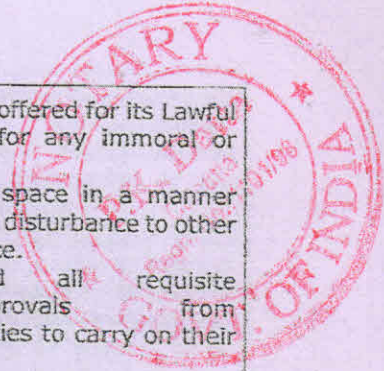
**R. K. Datta**  
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 2 & 3, Bhowanilla Street  
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Obligations, Representations and Covenants of User

- 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 25th April 2019 between M/s Pranay Vandan Office Solutions and its property owner.
- User shall not terminate this agreement during lock-in period i.e. (12) months and in case of breach of lock-in period, user shall be liable to compensate M/s Pranay Vandan Office Solutions by 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 M/s Pranay Vandan Office Solutions 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.
- The space is given to User on purely temporary license basis by virtue of this Service agreement to use space, possession whereof shall at all times be with M/s Pranay Vandan Office Solutions.
- 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 M/s Pranay Vandan Office Solutions space.
- Notwithstanding anything else in this Agreement to the contrary, M/s Pranay Vandan Office Solutions is not liable to anything under this agreement. In no event will M/s Pranay Vandan Office Solutions 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 M/s Pranay Vandan Office Solutions 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 user.



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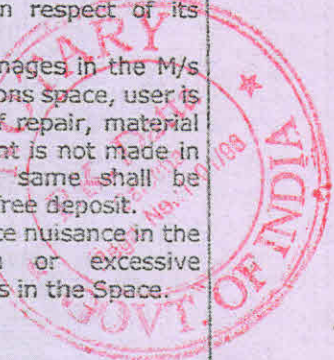
  
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Regn. No. 1101/98  
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- This agreement shall be voidable in the event of misrepresentation, mis-description, falsified reference to M/s Pranay Vandan Office Solutions or non-disclosures of any material particular by the User.
- User agrees that M/s Pranay Vandan Office Solutions shall not be responsible or liable to any third parties for any reason whatsoever for any act of omission or commission by user and its staff, employees in respect of its activities from the Space.
- In case of any physical damages in the M/s Pranay Vandan Office Solutions space, 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 deposit.
- The user agrees not to create nuisance in the form of noise pollution or excessive disturbance to other workers in the Space.



PRANAY VANDAN OFFICE SOLUTIONS

*[Signature]*  
Partner

**P. K. Datta**  
Notary

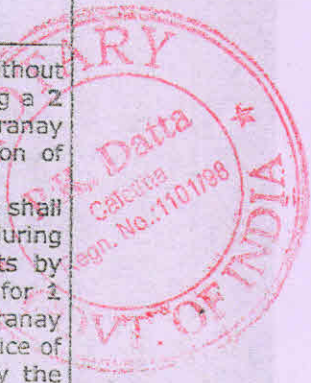
Regn. No. 1101/89  
C.M.M.'s Court  
2 & 3, Bankshall Street  
Calcutta - 700001

For MD Consultancy

*[Signature]*  
110 FEB 2021  
Prop.



<p><b>M/s Pranay Vandan Office Solutions Representations, Warranties and Obligations.</b></p>	<ul style="list-style-type: none"> <li>M/s Pranay Vandan Office Solutions has valid and physical possession of Space, and legally authorized to enter into this Agreement.</li> <li>M/s Pranay Vandan Office Solutions represents that the Space is free from any and all encumbrances, liens and charges of any nature whatsoever;</li> <li>Client will have uninterrupted use of space during period of agreement.</li> </ul>
<p><b>Termination</b></p>	<ul style="list-style-type: none"> <li>User may terminate this Agreement, without assigning any cause or reason by giving a 2 month notice in writing to M/s Pranay Vandan Office Solutions upon completion of lock-in period.</li> <li>The M/s Pranay Vandan Office Solutions shall be entitled to terminate this Agreement during the entire Term, especially for defaults by User in the payment of Usage Charge for 2 (one) month for which the M/s Pranay Vandan Office Solutions shall issue a notice of 3 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 M/s Pranay Vandan Office Solutions may at its discretion terminate this Agreement and ask the user to vacate the premises.</li> </ul>
<p><b>Dispute Resolution and Governing Law</b></p>	<ul style="list-style-type: none"> <li>Any dispute arising between M/s Pranay Vandan Office Solutions 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 jurisdiction of courts at Kolkata alone.</li> <li>This service agreement supercedes any previous agreement signed by both parties and any clauses, if any, mentioned in previous agreements, becomes invalid in cases of dispute settlements.</li> </ul>



PRANAY VANDAN OFFICE SOLUTIONS

*[Signature]*  
Partner

For MD Consultancy

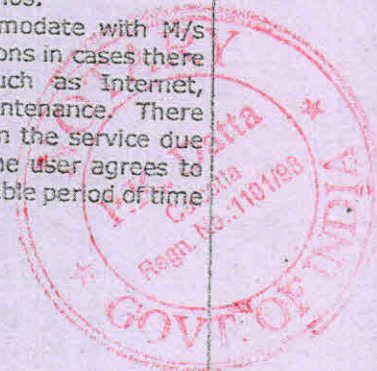
*[Signature]*  
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Regn. No. 110/198  
C.M.M.'s Court  
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<p><b>Force majeure</b></p>	<ul style="list-style-type: none"> <li>• If the whole or any part of the Space shall at any time during the Term (and 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 force, then the Usage Charge shall be suspended until the Space is rendered safely fit for use and occupation again. However, user shall be liable to pay the fee till the occurrence of the force majeure event.</li> <li>• M/s Pranay Vandan Office Solutions does not provide any insurance for loss of materials in the above mentioned scenarios.</li> <li>• The user agrees to accommodate with M/s Pranay Vandan Office Solutions in cases there is a delay in services such as 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.</li> </ul>
<p><b>Signing of Agreement</b></p>	<ul style="list-style-type: none"> <li>• On payment of INR 15000 plus 18% GST Total of INR 17700/- is payable upon signing of Agreement. 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.</li> </ul>
<p><b>Taxes &amp; Registration</b></p>	<ul style="list-style-type: none"> <li>• M/s Pranay Vandan Office Solutions shall bear all present and future taxes relating to the Space, wherein the Space is situated.</li> </ul>
<p><b>Cabin Keys, ID, Coffe cards, Locker keys</b></p>	<ul style="list-style-type: none"> <li>• To be provided by M/s Pranay Vandan Office Solutions free of charge. Every user whose KYC is done will be given will be allowed to use the space.</li> <li>• If the keys are lost/misplaced, a charge is applicable and the same needs to be paid by the user.</li> <li>• The charge is based on the actual charges to replace the lost/misplaced item.</li> </ul>



PRANAY VANDAN OFFICE SOLUTIONS

*P. K. Datta*  
Partner

For MD Consultancy

*M. D. Consultancy*  
Prop.

**P. K. Datta**  
Notary  
Regn. No. 1101/98  
C.M.M.'s Court  
2 & 3, Bankshall Street  
Calcutta - 700001

**110 FEB 2021**



### Terms & Conditions

- This proposal is valid only for the duration mentioned above, unless mutually extended with subject to availability of space and then 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 washrooms, etc without troubleshooting. Visitors & Guests are not allowed beyond centre operational timings.
- All the occupant need to register and furnish the KYC details before the commencement of space to grant access to the facilities as per agreement. In case of Mobile team members, group coordinator or authorized person need to take the ownership & furnish the KYC details.
- List of National/ Public Holidays is available with Community In-charge.



For	For <u>MD consultancy</u>
M/s Pranay Vandan Office Solutions	Manish Datt
Pranay Arya - Partner	Manish Datt - PROPRIETOR
M/s Pranay Vandan Office Solutions 1 <sup>st</sup> Floor, Anuj Chambers, 24 Park Street, Kolkata - 700016	b4/34 Safdarjung enclave New Delhi -110029
Contact: 03340172685	Contact: 98116 67788
Email: <a href="mailto:parkstreet@mycube.co.in">parkstreet@mycube.co.in</a>	• Email: <a href="mailto:mdattc@gmail.com">mdattc@gmail.com</a> • <a href="mailto:consultancy.mdattc@gmail.com">consultancy.mdattc@gmail.com</a>
GSTIN: 19AAXFP1967C1ZP	GSTIN: 07AAAPD3747R1ZF
Bank Account details: Number: 50200039073989 IFSC: HDFC0000469 Bhowanipore branch	
PAN: AAXFP1967C	PAN No. -

PRANAY VANDAN OFFICE SOLUTIONS

**11 FEB 2021**  
Partner

For MD Consultancy

*Manish Datt*  
Prop.

**P. K. Datta**  
Notary  
Regn. No. 1101/98  
C.M.M.'s Court  
2 & 3, Bankshall Street  
Calcutta - 700001

Solemnly Affirmed &  
Deputed before me on  
Identification of advocate  
*[Signature]*  
**P. K. DATTA**  
Notary