

Service Agreement for use of Awfis Space at Ecospace between Awfis Space Solutions Pvt. Ltd. And M. RISHAV KOHIT

Dated: 30th October 2018

To:

Name and Address of the User	Rishav Kohit, 5081, Silver Dale, Newtown Kol-136
Name and address of Service provider	Awfis Space Solution Pvt Ltd. A-16, First Floor, Qutab Institutional Area, Aruna Asaf Ali Marg, New Delhi-110067
Period of Agreement	6 Months
Escalation	5% every year
Date of commencement of Space Use	1 st November 2018
Center Location	Rajarhat, 2A, 6TH Floor, Ecospace Business Park Premises, AA II, Kolkata, West Bengal 700156
Space offered	2 Flexi Seat
Monthly Usage Charges	INR 8000 + (GST) per month. The Monthly Usage Charges shall be paid in advance on or before the 10 th day of the month.
Inclusions	<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 • 50 coupons for Tea & Coffee, water per person per month will be provided and cannot be carried forward.
Meeting Room credit	<ul style="list-style-type: none"> • 2 hours of meeting credits per workstation per month which can be utilized in 4 or 6 seater rooms. Meeting room credits expire every month and cannot be carried forward
Additional Service	<ul style="list-style-type: none"> • B/W Print outs (50 Pages Per user per month) • High speed shared Internet (as per Fair Internet Usage Policy)
Centre Timing	<ul style="list-style-type: none"> • 9 am to 8 pm from Monday to Saturday except Public Holidays. • Support staff available between 10am-6pm Monday to Saturday, except on public holidays.
Obligations, Representations and Covenants of User	<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



Rishav Kohit

	<p>their said business activity.</p> <ul style="list-style-type: none"> • 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 9th March 2017 between Awfis and its owner. • User shall not terminate this agreement during lock-in period i.e. 6 Months and in case of breach of lock-in period, user shall be liable to compensate Awfis by paying fee for remaining lock-in period as liquidated damages. • 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 Awfis. • 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 Awfis space. • Notwithstanding anything else in this Agreement to the contrary, the liability of Awfis under this Agreement shall be limited to the fee paid by the user in last Two months in accordance with this Agreement. In no event will Awfis shall 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 Awfis 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. • User agrees that Awfis 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.
<p>Awfis Representations, Warranties and Obligations.</p>	<ul style="list-style-type: none"> • Awfis has valid and physical possession of Space, and legally authorized to enter into this Agreement. • Awfis 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 period of agreement.
<p>Termination</p>	<ul style="list-style-type: none"> • User may terminate this Agreement, without assigning any cause or reason by giving a Months notice in writing to Awfis upon completion of lock-in period. The Awfis shall not be entitled to terminate this Agreement during the entire Term, except for defaults by User in the payment of Usage Charge for 2 (two) consecutive months for which the Awfis shall issue a notice of 7 days in writing) to User to pay the same along with interest @24% and for any breach of its covenants and representations by



Rishu Rohit

	<p>user by giving Seven days' notice to rectify such breach. In case the User fails to rectify such default within 7 days of receipt of such written notice, the Awfis may at its discretion terminate this Agreement.</p>
Dispute Resolution and Governing Law	<ul style="list-style-type: none"> Any dispute arising between Awfis 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 Delhi alone.
Force majeure	<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 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.
Signing of Agreement	<ul style="list-style-type: none"> On payment of 1st Month Usage Charge of INR 8000 + 18% GST = INR 9440/- per month & interest free security deposit of INR 8000, Total of INR 17,440/- 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.
Taxes & Registration	<ul style="list-style-type: none"> Awfis shall bear all present and future taxes relating to the Space, wherein the Space is situated.
Cabin Keys & Access Cards	<ul style="list-style-type: none"> To be provided by Awfis free of charge. Every user whose KYC is done will be given its own key and access card.

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 awfis 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 centre operational timings.
- All the occupant need to register on our App 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
Awfis Space Solution Pvt Ltd	



Signature

Nallesh Alley	
Assistant Manager - Sales	
4 th Floor, Shri Manjari Building	
8/1 A St, William Jones Sarani	West Bengal
Kolkata - 700071	Pin Code -
Contact: 9814200213	Contact:
Email: Nallesh.alley@awfis.com	Email:
GST No. 19AANCA1175G12K	GST No:

Mr. Rishav Rohit
 5081, Silver Oak Estate,
 Newtown, Kolkata - 700136
 700136
 9674749291
 RISHAVROHIT4@GMAIL.COM

BANK ACCOUNT DETAILS

Company Name: AWFIS Space Solutions Private Limited
 Bank Name: Yes Bank Ltd
 Address: Ground floor & 1st floor, Plot no 2 OCF, Sector B, Pocket 11, Vasant Kunj,
 New Delhi - 110070
 Current Account No: 02838490000294
 IFSC Code: YESB0000283

Corp Off: 1249, Aruna Asif Ali Marg, Vasant Kunj, New Delhi-70
 Reg. Off: 3/30, West Patel Nagar, New Delhi 110008
 Phone +91.011.41804100
 Fax +91.011.41458498
 CIN No-U74999DL2014PTC274236
 GST No : 29AANCA1175G12J
 Pan : AANCA1175G



Rishav Rohit