



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 544042

THIS AGREEMENT OF UTILITY EXECUTED in Kolkata on this 5th day of July, 2018.

**BETWEEN**

**Umang Infra Nirman Private Limited.** ( PAN No:- AABCU2657F ), having its registered office at 25D, Harish Mukherjee Road, 3rd Floor, Flat No-3D, Kolkata-700025, a Private Limited Company incorporated under the Companies Act, 1956, represented by its Directors, Mr. Rajesh Gulgulia hereinafter called the **SERVICE PROVIDER**, which term and expression shall mean and include wherever the context so requires or permits themselves, legal representatives, executors, administrators nominees, assigns and successors-in-interest and wherever the context so requires in this Utility Agreement the singular shall mean and include the plural and the masculine gender shall mean and include the feminine gender and reference to individual shall also wherever the context so requires mean and include other legal entities of the **ONE PART**;

**AND**

**Square Yards Consulting Private Limited** (PAN No: .....),(GST:.....) having its registered office at 3rd Floor, 3B Rajendra Nagar, Pusa Road, New Delhi – 110060 INDIA, a Private Limited Company incorporated under the Companies Act, 2013 represented by its Director Mr. Sopan Gupta, hereinafter called the **COMPANY** which term and expression shall mean and include wherever the context so requires or permits themselves, legal representatives, executors, administrators nominees, assigns and successors-in-interest and wherever the context so requires in this Utility Agreement the singular shall mean and include the plural and the masculine gender shall mean and include the feminine gender and reference to individual shall also wherever the context so requires mean and include other legal entities of the **OTHER PART**;

Umang Infra Nirman Pvt. Ltd

Rajesh Gulgulia  
Director

FOR SQUARE YARDS CONSULTING PVT. LTD.

Authorised Signatory

**WHEREAS** the **SERVICE PROVIDER** is the Lessor of **ALL THAT** office space of Unit number C, 6th Floor, Eco Intelligent Park, Block –EM Plot-3, Sector-V, Salt Lake City, Kolkata-700 091 under Police Station Bidhannagar (East) described in Schedule 1, measuring about 4692 Sq. Ft. super built area be the same a little more or less together with three car parking and all common areas / facilities in the said building like right of ingress and egress to the building.

**AND WHEREAS** negotiation is having ensued between the Service Providers and the Company, the Company has agreed to take the Said premises for 36 months on Leave & License Basis from the **SERVICE PROVIDER** by an agreement dated 5th July 2018, herein after called the **Leave & License Agreement** on the terms and conditions as per the **Leave & License Agreement**. The Company requires the Utilities at the Property for better utilization and enjoyment of the Property, which the Service Provider is capable of providing at the request of the Company.

The Company has thus approached the Service Provider to provide the Utilities, which the Service Provider has agreed to provide under the terms and conditions hereunder contained.

**NOW THIS AGREEMENT OF UTILITIES CHARGES WITNESSETH:**

**A. UTILITIES:**

The Service Provider shall provide to the Company for the property the following Utilities and the same shall be maintain by company at his own cost during the period.

- (i) Facilitating air-conditioning of the Licensed Space.
- (ii) Provisions for 100% DG set power back up for emergency power requirement.
- (iii) Provision for connection of firefighting system/ sprinkler system.
- (iv) Full Furniture tables, work stations with wooden and glass portions and other fit outs and equipment's listed in ANNEXURE.
- (v) False ceiling with lights and wiring

**B. COMMENCEMENT:**

This Agreement shall be deemed to be commenced on and from 1<sup>st</sup> August 2018, same as the date of commencement of the Leave & License Agreement.

**C. VALIDITY:**

This Agreement shall remain valid and subsisting so long as the Leave & License Agreement is valid and subsisting. In the event of any extension of the Leave & License, this Agreement shall automatically stand extended.

**D. TERMINATION:**

This Agreement shall be co-terminus along with the Leave & License Agreement. If the Leave & License is terminable for any reason whatsoever, this Agreement shall also be deemed to be terminable and both the Agreements shall stand terminated simultaneously.

**E. UTILITIES CHARGES:**

- (i) The Company has paid the Service Provider a sum of **Rs. 4,45,872/- (Rupees Four Lakh Forty- Five Thousand Eight Hundred Seventy- Two only)** interest free refundable Security Deposit in favour of the Service Provider the receipt of which sum the Service Provider do hereby admit and acknowledge
- (ii) The Utilities Charges payable **Rs. 1,40,760/- (Rupees One Lakh Forty Thousand Seven Hundred Sixty only)** and Car parking charges payable **Rs 7864/- ( Rupees Seven Thousand Eight Hundred Sixty Four Only)** plus GST if applicable Provider on or before 7th day of each calendar month along with License fee. Utilities Charges will be increased by 10% after 36 months' as same as License fee.
- (iii) The Utilities Charges is non-refundable and no part of it shall be reduced, abated or waived under any circumstances including, but not limited to, termination of this agreement or revocation of the Leave & License.

Such Utility charges, which will be non-refundable and shall not be reduced, abated or waived under any circumstances including termination of this Agreement. The Company shall not be entitled to withhold payment of the Utilities Charges for any reason whatsoever including, but not limited to, any deficiency or quantum of any of the Utilities nor shall it be entitled to any losses and/or damages from the Service Provider on account of any ineffectiveness of the Utilities or on any other account whatsoever or howsoever.

#### **F. ENHANCEMENT OF UTILITIES CHARGES:**

The Utilities Charges agreed under this agreement shall stand enhanced as and when the License Fee under the Leave & License Agreement will be enhanced and the extent of enhancement will be by the same percentage by which the License Fee is enhanced.

#### **G. TAXES AND OUTGOINGS:**

The Company shall bear and pay all rates, taxes, fees, or outgoing arising out of the provision of the Utilities, or any of them and the entire liability, financial or otherwise, which may arise out of and/or in connection with all rights granted hereunder, shall be that of the Company.

#### **H. MUTUAL COVENANTS:**

This Agreement is conditional upon and is subject to the fulfillment by the Service Provider and the Company of the following conditions, covenants and stipulations:

i. Company shall be fully responsible for observing all laws, rules and regulations regarding use and enjoyment of the rights granted hereunder.

ii. The rights granted to the Company hereunder is personal and in no event be assigned or transferred in any form. The Company shall not allow any other person, establishment, firm or company to use or enjoy such rights in any manner whatsoever and shall not enter into any agreement or any arrangement for assigning, parting with, disposing off or in any way sharing the said rights in any manner whatsoever without prior written consent of the Service Provider.

iii. The Parties at their own cost shall comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including, but not limited to, those

before each other, as and when called upon to do so, all such permissions and licenses aforesaid and shall satisfy each other that there is no violation of any Law by the Company.

iv. The Parties are fully entitled to enter into this Agreement and there is no bar or restraint of any nature whatsoever in the Service Provider granting the rights being granted hereunder which is confirmed by the Service Provider.

v. Save those contributable to Force Majeure, the Service Provider shall endeavor to ensure that the rights granted hereunder are not disrupted and the Company is able to enjoy all rights hereby granted **PROVIDED HOWEVER** this will not in any manner cast any financial obligation of any nature whatsoever upon the Service Provider. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, and there are no representations, warranties, agreements or collateral understandings, oral or otherwise, express or implied, affecting this instrument not expressly set forth herein.

vi. This Agreement supersedes all prior agreements, oral or written, made between the Parties with respect to the subject hereof.

vii. The LICENSEE agrees to do at its own cost minor internal additions and alternations to suit their business, apart from the furniture and fit-outs provided by LICENSOR, At the time of vacating the Schedule Property such fixed installation done by the LICENSEE apart from the Licensor's installed materials, can be removed by the LICENSEE on ensuring that removal of such installation is done without causing any damage to the schedule space

#### **I. CO-TERMINUS:**

Notwithstanding anything contained hereinabove, simultaneously with the termination of the Leave & License, this Agreement shall also stand terminated. In other words, this Agreement and the Leave & License Agreement are co-extensive, concurrent / complimentary to each other. Both the License Fee and Utility Charges is hence, co-terminus and shall remain in force so long as both are in existence. If one is terminated, the others shall automatically stand terminated and/or revoked.

#### **J. SURRENDER BY THE COMPANY:**

This Agreement shall remain valid and subsisting so long as the Leave & License is valid and subsisting. This utility agreement may be terminated in the following manner:

- a) Both parties can terminate this agreement by giving 60 days advance notice in writing to the each other without assigning any reasons after the 36 months of the leave & license period, first 36 months will be a lock in period.
- b) By Either the party upon giving 30 days advance notice in writing, in the event of breach of terms & conditions of this utility agreement.
- c) By the **SERVICE PROVIDER** upon giving 30 days' notice for non-payment of Utility Charges for a period of 1(one)months by the **COMPANY** then it will treated as a breach of contract.

**LESSEE**, the **COMPANY** shall be liable to pay liquidated damages for use and occupation of the Schedule Property at thrice the prevailing monthly utility charges as long as the **COMPANY** does not hand over vacant possession of the Schedule Property to the **SERVICE PROVIDER**.

**K. ENFORCEMENT:**

The Parties agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, the Parties shall be entitled to an injunction or injunctions without the posting of a bond to prevent actual or threatened breaches of or defaults under this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which it is entitled at law or in equity.

**L. PARTIAL INVALIDITY:**

If any provision of this Agreement or the application thereof, to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any such provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner that is not invalid, illegal or unenforceable.

**M. RESERVATION OF RIGHTS:**

No forbearance, indulgence, relaxation or inaction by any party hereto at any time to require performance of any of the provisions of this Agreement shall, in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any party hereto of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any of the rights hereunder or arising out of this Agreement, or acquiescence to or recognition of any other right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

**N. INDEMNITY:**

Each Party hereby agree to indemnify and shall keep the others, their employees, officers, agents and employees saved, harmless and indemnified against all charges, duties, penalties, costs, damages, losses, claims, suits, injunctions etc. accruing, arising out of or in relation to any:

- (i) Noncompliance by the parties or their men, servants or agents, of any statutory requirement including, but not limited to, those relating to employment, industrial or environmental laws.
- (ii) Third party contract or arrangement entered into by the parties.
- (iii) Breach of security and/or rules made.
- (iv) Theft, burglary and similar other loss of goods within the Property.

**O. FORCE MAJEURE:**

Force Majeure shall include contingencies caused by neither of the Parties and unforeseen occurrences/circumstances such as war, fire, tempest, floods, earthquake, civil unrest, strike, lock out acts of the Government or any other event that can be attributable to Act of God, and in such an event:

- (i) None of the Parties shall be deemed to have committed any default in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits/conditions laid down in this Agreement for their performances shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure, provided however that the affected Party immediately gives notice in writing to the other Party.
- (ii) If the Force Majeure persists for a continuous period of 30 (Thirty) days and, in the opinion of either Party it shall continue for an indefinite period, the affected Party shall give a notice in writing to the other party of such continuance. Within one month from the date of such notice, the Parties shall meet to reach an agreement for continuation, modification or termination of this Agreement. If an agreement as above cannot be reached, this Agreement shall automatically stand terminated.

P. This Agreement or any matter connected therewith shall be subject to the jurisdiction of competent courts at Kolkata only.

**SCHEDULE 1**

ALL THAT the side on the Unit number C, 6th Floor, Eco Intelligent Park, Block –EM,Plot-3, Sector-V, Salt Lake City, Kolkata-700 091 under Police Station Bidhannagar (East) described in Schedule 1, measuring about 1190 Sq. Ft. super built area be the same a little more or less together with all common areas / facilities in the said building like right of ingress and egress to the building.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS, SEAL AND SIGNATURE TO THIS AGREEMENT OF UTILITY ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS.

WITNESS:

1. Rupali Mitra  
RUPALI MITRA  
3, Synagogue Street,  
Kolkata- 700001

Umang Infra Nirman Pvt. Ltd.

Rishi Gupta  
Director

SERVICE PROVIDER

FOR SQUARE YARDS CONSULTING PVT. LTD.

COMPANY  Authorized Signatory

2.