

Dated: 18th July 2024

From: (Mr. Prem Singh S/o Darbara Singh Pakka Kalan Bathinda Punjab 151401)

Sub: Letter of Intent (LOI)

To,

Aws Next Setp Pvt Ltd .

D4 Shankar Squire Trade Center Agra 282003

Dear Sir,

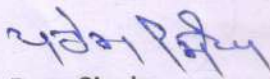
In furtherance of the discussions with our Employee Mr. Kuldeep Singh regarding an exclusive business relationship, this Letter of Intent (loi) is intended to ensure the preliminary understanding between us with respect to the terms and conditions for commercial arrangements & commission structures upon which a formal agreement would be drawn up further.

I had specifically explained and understood by your company person about the cost and performance requirements as per company policies.

Along with this I would like to start process for Deployment of Aws Next Setp Pvt Ltd Fi Service Kiosk at my premises Mr. Prem Singh S/o Darbara Singh Pakka Kalan Bathinda Punjab 151401. For the same I am hereby paying a token amount of Rs. 10,0000.00 /- Online Transfer/Cheque.

Request you to kindly arrange to provide draft copy agreement with the terms and conditions mentioned and give your consent to the same.

Thanks,



Mr. Prem Singh

(Customer Name & Signature)

State of Punjab

LETTER OF INTENT TO PURCHASE

18th-07-2024

Site CODE: PB1514014008

Aws Next Step Pvt Ltd.

D4 Shankar Squire Trade Center Agra 282003

Dear Mr. Prem Singh,

This Letter of Intent (this "Letter") sets forth the mutual interest between:

Buyer(s): Mr. (collectively "Buyer"),

Address: (S/o Darbara Singh Pakka Kalan Bathinda Punjab 151401)

AND

Seller(s): Aws next Step Pvt Ltd. (collectively "Seller")

Address: D4 Shankar Squire Trade Center Agra 282003

Regarding the possible purchase by Buyer (the "Transaction") of the following Kiosk machine owned by Seller (the "Aws Next Step Pvt Ltd . Fi service Kiosk machine" Placed at): Mr. Prem Singh S/o Darbara Singh Pakka Kalan Bathinda Punjab 151401. This Letter sets forth certain terms and conditions to be included in a future definitive purchase agreement (the "Purchase Agreement") with such other representations, warranties, conditions, covenants, indemnities and other terms as the parties may agree upon. The parties agree that their goal and interest herein is to bring about the Transaction, and thus, promise to negotiate the Purchase Agreement in good faith for the period set forth below.

1. Purchase Price.(Check one)

☐ NO Purchase price for the Transaction is listed at this time, pending completion of due diligence.

☐ The purchase price for the Transaction shall be ₹ 2,30,000 (the "Purchase Price").

The Purchase Price shall be payable by Buyer as follows:

(A). ₹10,0000.00 due upon the signing of this Letter.

(B). ₹1,30,000.0 due upon the signing of the Purchase Agreement.

2. Conditions. The Transaction shall be subject to the satisfaction of the following conditions:

2/07/2024

- Inspection of the location proposed for installation of Kiosk installation by Seller.
- Buyer's inspection of the Kiosk terminal subject of the Agreement.
- Buyer to ensure availability of minimum amount i.e. Rs 50,000.00/- in the kiosk at all times.
- Buyer's & Seller's agreement upon a Locking Period of One (01) years with a penalty of Rs 150,000/- upon the party revoking the contract before locking period barring in circumstances as would be provided by the purchase Agreement.

3. Exclusivity. Seller agrees that it will not negotiate directly or indirectly with any other party concerning the sale of the Property (Check one)

☐ For a period of 5 after the date of this Letter.

☐ While this Letter is effective.

4. Confidentiality. The parties agree to apply strict confidentiality to the existence and the contents of this Letter, including any information shared or obtained in accordance with this Letter.

5. Termination. This Letter will automatically terminate upon the earliest of:

(A). The mutual written agreement of Buyer and Seller.

(B). 5 Years agreement from the date of this letter.

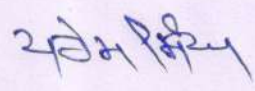
6. Validity. This letter of intent will have the validity during the execution period of Franchise Agreement between the Parties of the agreement.

7. Governing Law. This Letter and all matters thereto shall be governed by and construed in accordance with the laws of the district court of Firozabad, without giving effect to its conflict of laws principles.

8. Non-binding. This Letter is intended only as a reflection of the intention of the parties, and neither this Letter nor its acceptance shall constitute or create any legally binding or enforceable obligation on any party, except with regards to Exclusivity, Confidentiality, Termination and Governing Law.

9. Miscellaneous. This Letter contains the entire understanding between the parties and supersedes all previous agreements, if any, between the parties concerning the same or substantially similar subject matter. This Letter may be amended, supplemented or otherwise modified only in a writing signed by duly authorized representatives of each party. This Letter may be executed in counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document. The section headings are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Letter.

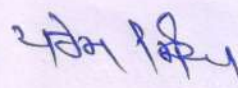
10. The Service Provider will received Pay-out as per **Annexure – A.**



#	Content	Details
1	Full address of the commercial premises	Prem Singh S/o Darbara Singh Pakka Kalan Bathinda Punjab 151401
2	Franchise/Service Provider Permanent Residence Address	Prem Singh S/o Darbara Singh Pakka Kalan Bathinda Punjab 151401
3	Franchise Mobile No.	+91 9780543000
4	Franchise Email ID	Premarora67@gmail.com
5	GST No.	APPLIED FOR
6	PAN	BNFPS9470K
7	Aadhar Card No. / Voter ID No.	6631-5137-0599
8	Demand Draft Details/ NEFT Reference Number	
9	Duration of the agreement	5 Years
10	Monthly Pay-out Details	<ol style="list-style-type: none"> 1. Monthly managed services (MS) charges payable to Aws Nextstep Pvt.ltd is Rs. 0/- per Equipment. 2. Aws Nextstep Pvt.ltd will start the pay-out from the date of equipment start dispensing the cash. If for any reason, the Kiosk service is delayed or not commenced, Aws Nextstep Pvt.ltd will not be liable to pay any charges to the Franchise/Service Provider till actual Kiosk services commenced date. 3. The compensation payments to the Franchise/Service Provider will be calculated on the basis of commercials mentioned in annexure A. 4. The pay-outs will be made on the Franchise/Service Provider every day of every succeeding month for the transactions held in the particular day.
11	Total Investment & Interest Free Security Refundable Deposit (IFSD)	Total Investment: Rs. 2,30000 Break up : Refundable Security Amount: Rs.1,50,000/- Non Refundable Amount: Rs. 80000/-
12	Early Termination	In the event that Franchise/Service Provider terminates the agreement for the reasons not attributed to Aws Nextstep Pvt.ltd, then Aws Nextstep Pvt.ltd shall be entitled to recover all the reasonable expenses incurred towards Total Implementation Services at the premises.
13	Taxes and Maintenance Charges	<ol style="list-style-type: none"> 1. All payments are subject to the deductions/addition under income tax Act. 2. Payouts of revenue sharing to the Franchise/Service Provider shall be exclusive of GST/Service tax, if any applicable, which shall be reimbursed/claimed upon receipt of required invoice from the Franchise/Service Provider.
14	Carpet Area Provided by Service	Sq. Feet :50 Sq. Ft.

	Provider	
15	Possession Date	If the Franchise/Service Provider fails to deliver the physical vacant possession of the premises / site to Aws Nextstep Pvt.ltd as stated herein, then in that event Aws Nextstep Pvt.ltd will have right to cancel this letter of intent without any notice solely at its discretion.
16	Stamp Duty & Registration Charges	Shall be borne by the Franchise/Service Provider.
17	Notice Period for termination	1 month at the option of Aws Nextstep Pvt.ltd ONLY.
18	Civil Work	Civil work such as wall construction, wall plastering, separate shutter construction etc. if any applicable, shall be carried out by the Franchise at its own cost.
19	Scope of Services to be performed by Franchise/Service Provider	<p>The Franchise/Service Provider shall:</p> <ul style="list-style-type: none"> a) Keep the promises in clean and safe condition at all times. b) Keep a dustbin near the equipment/ machine to put the receipts/garbage and will clean it every day. c) Keep the assets safe from rodents and pests by deploying suitable controls. d) Provide necessary power for Kiosk services. e) Prominently display any information/material related to branding or services supplied by Aws Nextstep Pvt.ltd from time to time. f) Post every cash deposit made by him, shall share a report with Aws Nextstep Pvt.ltd of the amount loaded into Kiosk. g) Carry out first line maintenance activity of the Kiosk machine when required or as and when instructed by Aws Nextstep Pvt.ltd. h) Comply with the applicable anti-money laundering rules, regulations, guidelines and legislations issued and administered or enforced to ensure that know illegal cash is deposited or found in the machine.
20	Space for Signage & Lollipop "L-Shaped Signage"	<ol style="list-style-type: none"> 1. Signage Dimension: 8.00 Ft. X 4.00 Ft. 2. Provide space for Lollipop at no extra cost
21	Cash Sourcing for ATM's Loading	Cash replenishment shall be done by franchisee by daily deposit as required for daily transactions.
22	Settlement amount to be Credited	<div>Bank Name:</div> <div>Branch Name:</div> <div>Account Number:</div> <div>IFSC Code:</div> <div>Name of Holder:</div>

Kindly sign the copy of this letter as a token of your acceptance to aforementioned terms and conditions. This acceptance is however subject to verification of Franchise/Service Provider's title on the Page 5 of 7



said premises and compliance of other legal requirements including execution of Definitive Agreement between us. Please furnish the following details for proceeding further:

- Copy of the duly registered title deed / lease agreement/ property documents/ NOC from the owner of the property, if applicable.
- NOC from the society/ builder/ other authorities for V-SAT antenna for using and letting the premises for commercial purpose, if applicable.
- Copies of the latest paid electricity charges, municipal tax / electricity meter card/ PAN/ Aadhar / Voter ID.

Sincerely,

(Franchise/Service Provider/Buyer)

For AWS NEXT STEP PVT LTD.

Annexure - A

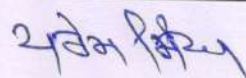
Compensation to be paid to Service Provider for the services performed by the Service Provider:

AWS shall pay to Service Provider on transaction basis as per Table A below:

AWS NEXT SETP PVT LTD Financial Inclusion Services Kiosk			
Fi Kiosk Services	Transaction Slab	Customer Charges (Rs.)	Service Provider Compensation (Rs.)
Cash Withdraw ATM	500 - 10000	N/A	12
Cash Withdraw ADHAR	500 - 10000	N/A	12
Cash Withdraw UPI	100 - 2000	N/A	8
Cash Deposit Charges	1000- 5000	8	N/A
Bank BC		N/A	Bank wise

DMT SERVICES

Slab	Commission
100 – 1000	5
1001 – 2000	10
2001 – 3000	15
3001 – 4000	20
4001 – 5000	25



Notes:

1. Transaction rates are excluding taxes.
2. In case of relocation of Equipment within the same city, Service Provider shall pay an amount of Rs. 20000/- (Rupees Twenty Thousand only) to AWS before relocation. In case relocation is outside the city, charges to be borne by the Service Provider shall be at actuals.
3. In case the Service Provider intends to terminate this Agreement during the lock in period, then the Service Provider shall forthwith pay to AWS the losses or the depreciation of the equipment for the residual period. Further the security deposit amount shall also be forfeited by AWS.
4. Payment of investment to be paid upfront at the time of applying by the service provider.
5. Cash replenishment shall be done by service provider by daily deposit as required for daily transactions.
6. Compensation settlement shall happen every day and the eligible compensation shall be transferred to the wallet of the relevant service provider automatically as per process mentioned in the service agreement.
7. New deployment will take approximately 6-10 weeks depend upon location to location basis.

For Booking-Our Bank Detail:

A handwritten signature in blue ink, appearing to be 'Rajendra Kumar'.