

Contract Number: MEWO2019 - 05

SERVICE AGREEMENT

This Business Centre Agreement (“**Agreement**”) is entered into on the 1st November in the year two thousand and Nineteen, (“**Execution Date**”)

BETWEEN

DEMPO BIZ NEST LLP a company incorporated under the Companies Act, 2013, having its registered office at Dempo Trade Centre , Patto Centre , Panjim , Goa , 403001 represented herein by its director and authorized signatory, (hereinafter referred to as "**DEMPO** ", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the **ONE PART;**

AND

UJWAL INTERIORS PRIVATE LIMITED a company incorporated under the Companies Act, 2013, with its registered office at **Ramahnavas , Near Mahalaxmi Temple, Panaji, Goa - 403001** India and duly represented by authorized signatory (hereafter referred to as **"Client"** , of the **OTHER PART**;

DEMPO BIZ NEST LLP and the Client are hereinafter, wherever the context may so require, be collectively referred to as **"Parties"** and individually, as a **"Party"**).

WHEREAS:

DEMPO BIZ NEST LLP has set up a business center known as **"MEWO"** in the Business Centre Premises, which provide office space to individuals and entities for carrying out their respective professional and business activities and comprises *inter alia*, approximately one hundred ninety to two hundred seating capacity, centrally air conditioned Seats, a pantry, a reception and visitors area/lounge, washrooms, meeting rooms, conference rooms (hereinafter referred to as the **"Business Centre"**);

1. The Business Centre provides to its members/clients, on a purely temporary and contract basis, various business services and facilities, and in certain cases, as incidental thereto, the use of spaces in the Business Centre, for their businesses and commercial activities.
2. The Client carries on business of **NATURE OF BUSSINESS** (hereinafter referred to as the **"Permitted Business"**) and the Client is desirous of availing the business facilities and services offered at Business Centre and in this regard the Client has represented and declared to **Dempo** as follows:
 - (a). it has obtained all necessary permissions, approvals and licenses for carrying on the Permitted Business in India, and the same are valid and subsisting and in full force and effect;
 - (c). It is validly established, in existence and duly registered under applicable laws and regulations;
 - (d). it has full power, capacity and authority to execute and perform this Agreement, and there is no legal or other prohibition or restriction that prevents, hinders, or restricts it from entering into and executing this Agreement; and

After mutual discussions and based upon the aforesaid representations and declarations of the Client, Dempo Biz Nest LLP has agreed to provide the Client on a purely temporary and contractual basis for a period of 36 months, certain agreed business services and facilities in and from the Business Centre, and as incidental thereto, the use of customized space with cabin of 2 seat/seats, annexed hereto at Annexure 'A' (hereinafter referred to as the **"Cabin/Open Dedicated/Flexible Seats"**) upon certain terms and conditions.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

2. SCOPE OF ENGAGEMENT

The Client hereby agrees to become a member of the Business Centre in accordance with the details and structure set forth in **Annexure B** and Dempo Biz Nest LLP hereby admits the Client as a member of the Business Centre for the duration of the Contract Period defined and specified hereafter.

3. TERM AND BUSINESS SERVICES & FACILITIES

3.1 Subject to the Client observing and performing the terms and conditions of this Agreement, Dempo Biz Nest LLP agrees to make available to the Client the facilities and services (together, “**Business Services & Facilities**”) provided at Business Centre, as set forth at **Service Annexure Part A** annexed hereto at **Annexure ‘C’** (hereinafter collectively referred to as the “**Business Services & Facilities**”) in and from the Business Centre on a purely contract basis, for the office use of the Client, in respect of the Permitted Business alone, and for no other purposes, for a temporary period of **36 Months** commencing on 1st November 2019 and from 1st November 2022 or until determined as hereinafter provided (hereinafter referred to as the “**Contract Period**”).

3.2 It is agreed by and between the Parties that save and except as specifically provided herein, neither Party shall be entitled to terminate or cancel this Agreement for the **18 Months** from the Execution Date (hereinafter referred to as the “**Lock-in Period**”), save and except the specific termination rights reserved elsewhere in this Agreement.

3.3 This Agreement may be renewed on the same terms and conditions as contained herein, or on amended terms and conditions as may be mutually agreed between the Parties; provided that such renewal, at all times, shall be at the sole and absolute discretion of Dempo Biz Nest LLP.

3.4 As purely incidental to the Client availing of the Business Services & Facilities, Dempo Biz Nest LLP hereby agrees to permit the Client the temporary use, during the Contract Period, of the Seats, having the operational furniture, fixtures, fittings and equipment as listed in **Part B** annexed hereto at Annexure **‘B’**, for the limited use by the Client as its office space for the Permitted Business

alone.

3.5 If the Client requires any additional services as listed in **Part C** annexed hereto at Annexure 'C' Dempo Biz Nest LLP shall if it agrees, at the cost of the Client, permit the Client to use such additional services; provided always that the same shall always belong solely to Dempo Biz Nest LLP

3.6 The Client agrees and undertakes to observe, perform and comply with the rules which shall be applicable to all members/clients of the Business Centre, as issued from time to time and such rules shall always be, and be deemed to be, a part of this Agreement, as if the same were incorporated herein.

3.7 If Dempo Biz Nest LLP is providing, or decides to provide, in future, to members/clients of the Business Centre, any further, additional or other business services and facilities, the Client shall be entitled to apply to Dempo Biz Nest LLP to avail of the same. Such usage by the Client shall be upon such terms and conditions and for such additional charges (including on a per use basis) as stipulated by Dempo Biz Nest LLP from time to time.

4. PERMISSIONS FOR PERMITTED BUSINESS

If any licenses, nocs, permissions, and approvals are required to be obtained from any concerned authorities in respect of the Permitted Business to be carried out by the Client in and from the Business Centre, the Client shall be bound and liable to obtain the same at its sole cost and liability. Conaug Technology Private Limited shall co-operate with the Client in this regard and issue any no objection/consent letters, but with no liability whatsoever in this regard to Dempo Biz Nest LLP.

5. SECURITY DEPOSIT

5.1 As security for the due observance of the representations, warranties and covenants hereunder, the Client shall on the Execution Date pay to Dempo Biz Nest LLP the amount indicated as security deposit in **Security Deposit Annexure**, annexed hereto at **Annexure 'D'**;

5.2 The Security Deposit shall be non-interest bearing and refundable. The Security Deposit shall be refunded upon the expiry or earlier termination of this Agreement, subject to deductions for any default or breach having been committed by the Client, including but not limited to (i) default or delay in

payment of Service Charges (as defined below); (ii) destruction or damage to any Dempo Biz Nest LLP property; (iii) default in the observance of any of the representations, warranties or covenants set forth herein (iv) All Charges mentioned and listed in Annexure D .

(v) any liability to indemnify as per the terms of this Agreement. The quantum of such deductions shall be determined and assessed mutually by the Parties. The Security Deposit shall be refunded, post applicable deductions, within Forty-Five to Sixty (45-60) of expiry or termination of the agreement.

6. FEES

6.1 On and from the Execution Date up to the Lock-in Period/one year from the Execution Date, whichever is earlier, the Client shall be bound and liable to bear and pay to Dempo Biz Nest LLP, in respect of the Business Services & Facilities to be made available to it, and as incidental thereto the use of the Seats, the amount per month set forth as fees in **Service Charges Annexure**, annexed hereto at **Annexure 'B'**, without any deduction therefrom (save and except for the deduction of income-tax at source in accordance with the applicable provisions of the Income Tax Act, 1961) (hereinafter referred to as the "**Service Charges**").

6.2 The Service Charges shall be exclusive of all applicable taxes payable upon Service Charges and the Client agrees to bear and pay the same including to bear and pay the applicable taxes on other charges, liabilities payable by the Client under this Agreement. Dempo Biz Nest LLP shall reflect such tax liabilities (as applicable) in the invoices issued by it. The Client shall make payment of such taxes to Dempo Biz Nest LLP, along with the payment of the relevant charges that have been invoiced, and Dempo Biz Nest LLP shall, in turn, forthwith make payment of the same into the requisite Government account.

6.3 The Service Charges shall be paid by the Client to Dempo Biz Nest LLP in advance on monthly basis. Service Charges to be paid within seven (7) working days once the invoice is shared with the Client every month through electronic/digital mode of communication.

6.4 The Client shall pay the Service Charges to the account designated by Dempo Biz Nest LLP in Service Charges Annexure, annexed hereto at **Annexure 'E'**.

6.5 In case of any changes in the service fee, duration, members due to any

reason, an addendum to Service Charges Annexure, annexed hereto at Annexure 'E' will be added to this agreement based on mutually agreed terms by both parties. The addendum will supersede the agreed upon terms in Security Charges Annexure, annexed hereto at Annexure 'E'.

6.6 In the event of delay in making payment of the Service Charges, the Client shall be liable to pay "default-interest" on the amount due at the rate of 0.1% per day after the seventh (7th) day. In case of default Dempo Biz Nest LLP will have the right to report the Client to Government Authorities (CIBIL)

6.7 Declined Credit cards and dishonor of cheques, will attract a fee equivalent to 0.1% per day + INR 1,500. The Client shall bear all bank charges.

6.8 Dempo Biz Nest LLP also reserves the right to withhold Business Services & Facilities (including for the avoidance of doubt, denying the Client access to its premises, where applicable) while there are any outstanding fees and/or interest or the Client is in breach of this Agreement.

6.9 It is agreed that the Service Charges are fixed and consolidated service charges in respect of all Business Services & Facilities to be made available to the Client as recorded herein, and cannot, and shall not, be apportioned between any of the Business Services & Facilities.

7. REPAIRS & RENOVATION

7.1 The Client shall not be entitled to undertake any renovation, furnishing, or fit-out works in any part of the Business Centre, including the Seats, and that they shall be entitled only to bring in and install, solely in the Seats non-permanent and movable furniture and equipment therein for its bonafide use, which they shall remove on the expiry, or termination, or sooner or earlier determination of the contract herein;

7.2 The Client shall not be entitled to have installed any telephone, IT, or telecom connections in the Seats without Dempo Biz Nest LLP prior written permission, which they may withhold at their absolute discretion.

8. SECURITY

Dempo Biz Nest LLP shall be entitled, for the better and smooth operations of the various businesses and activities in and from the Business Centre, to introduce/install appropriate security and/or safety measures in respect of the Business Centre including, but not limited to, the entry of visitors thereto, security checks for

employees/personnel of the Client and/or issuance of identity cards to employees of the Client (which security cards shall be produced by such employees as and when demanded by the agency/security agency appointed in respect thereof). No further or other security arrangements will be permitted to be made or installed by the Client, in any part of the Business Centre, including the Seats.

9. REPRESENTATIONS & WARRANTIES

9.1. The Client hereby agrees, represents, warrants, undertakes and covenants as follows: -

- 9.1.1 The Client will use the Business Centre only for the purpose of its Permitted Business and to carry on the same in their name, or some other name that Dempo Biz Nest LLP previously agrees;
- 9.1.2 Not to carry on a business as that competes with the Business Centre
- 9.1.3 Not to infringe any applicable laws and regulations;
- 9.1.4 The Client shall obtain valid and subsisting licenses in respect of any third-party material, equipment and/or software used during the course of its Permitted Business at the Business Centre and to comply with all applicable laws, rules and regulations in the conduct of the Permitted Business;
- 9.1.5 To bring into the Business Centre and the Seats only goods, materials, samples, office records, documents, papers, articles, electronic/automated equipment, personal computers etc., as may be required by the Client solely for the purpose of the Permitted Business, and for office use alone, and not to, at any time, bring in, and/or store, any goods of hazardous, inflammable items, or combustible nature, fire arms, drugs or any prohibited/illegal goods or substances in the Business Centre or being in any big, bulky, heavy or pointed article/s which may cause damage to the structure, floorings, carpets or interiors of the Business Centre;
- 9.1.6 Not to cause any nuisance and/or annoyance to other clients/constituents of the Business Centre and not to do, or permit to be done anything illegal wrongful, dangerous, noisy, offensive, immoral and/or objectionable activities in connection with their use of the Business Centre;
- 9.1.7 To comply with all applicable labor laws and regulations in respect of engaging any employees or contractors;
- 9.1.8 The Client will be liable to obtain, at its costs, a Gumasta for their

Permitted Business, if such Gumasta refers to the address of the Business Centre, then the Client shall upon the expiry/termination/sooner or earlier determination of this Agreement take all necessary steps to remove the address of the Business Centre as the address of the Gumasta and all correspondences that may be exchanged in respect of the Permitted Business and this Agreement.

9.1.9 Not to permit or facilitate any third party to avail of the Business Services & Facilities provided by Dempo Biz Nest LLP through the Client's membership and specifically, shall not allow any third party to use the working space provided to the Client as a part of the Business Services & Facilities;

10. INDEMNITY

10.1 The Client shall indemnify and keep indemnified Dempo Biz Nest LLP and its directors, employees, contractors and agents from and against all actions, suits and proceedings and all claims, losses or damages (including costs, expenses and reasonable attorneys' fees) which made against or suffered by them on account of any act or omission committed by the Client, its employees, contractors, clients, and/or agents that may arise out of:

10.1.1 Breach of any representations, warranties or covenants set forth herein;

10.1.2 Violation of any applicable laws or regulations;

10.1.3 Frauds, Legal actions, Unforeseen circumstances, ceasing of business and any such act caused by the client.

10.1.4 due to act, omission, breach, default, or negligence, whether under tort, contract or statute of the Client, including by virtue of any claim made by third parties as a result of any act, or negligence, omission, on the part of the Client, its representatives, officers, employees, servants, visitors or customers,

10.1.5 Any claim raised by the Parties employees, contractors, vendors or agents; and

10.1.6 Any negligence or willful misconduct by either by either Party or its employees/contractors/agents etc.

10.1.7 by reason of any breach or default, contravention, non-observance or non-performance by the Client of any of the terms and conditions of this Agreement and on the part of the Client to be observed and performed, including the default

or failure on the part of the Client to remove its representatives, officers, employees, servants and goods, articles, chattels and things from the Business Centre on the termination, or expiry, or sooner or earlier determination, of the contract herein.

11. EXCLUSION OF LIABILITY

1. In no event, shall either Party be liable for any loss of business, loss of opportunities, loss of data or loss of profits, whether actual or anticipated, or any indirect, consequential or incidental losses, arising out of or in connection with the provision of Services under this Agreement, even if advised of the possibility of the same.
2. Dempo Biz Nest LLP shall not be responsible for any good, equipment, records, valuables or articles, etc., kept by the Client in the Business Centre. The Client may keep the same at its entire risk, and COMPANY NAME does not undertake to compensate the Client in case of theft, loss, damage or destruction of the same;

12. TERM & TERMINATION

12.1 The Client may terminate this Agreement at any time, after the Lock-in Period by giving to Dempo Biz Nest LLP ninety (90) days' prior written notice specifying the reason for the same. In the event the Client terminates this Agreement: (a) without written notice of ninety (90) days, then Dempo Biz Nest LLP shall be entitled to forfeited the entire Security Deposit and/or (b) during the Lock-in Period then Dempo Biz Nest LLP shall be entitled to forfeit the entire Security Deposit and the Client shall nevertheless be liable to pay to Dempo Biz Nest LLP , the entire Service Charges for the then unexpired Contract Period up to the expiry of the Lock-in Period, on or before the Client vacates the Business Centre Premises, as and by way

of pre-estimated liquidated damages and not a penalty (which the Parties consider to be reasonable) for such breach or default resulting in the termination.

12.2 Dempo Biz Nest LLP shall be freely and exclusively entitled and at liberty to terminate this Agreement at any time during the Contract Period (including the Lock-in Period), in the following circumstances, whereupon the applicable provisions of this Agreement, that is:

12.2.1 if the Client commits breach or default of any of the terms, conditions and provisions herein contained, and fails within a reasonable time, but not more than 15 days, to remedy or make good such breach or default, on receipt of a

notice (in writing) from Dempo Biz Nest LLP, or forthwith in the event that such breach or default is incapable of being remedied; and/or,

12.2.2 in the event the Client fails to pay the Service Charges, and/or any of the other charges, liabilities or taxes payable by them under this Agreement beyond 15 days from the due date for payment thereof; and/or,

12.2.3 in the event the Client is wound-up by any Court in India or overseas, or files a petition in any Court in India or overseas for its voluntary winding-up, or in the event it makes any composition or arrangement with its creditors and/or in the event a receiver is appointed in respect of any part of its assets, or undertakings; and/or,

12.2.4 in the event the Client is the subject matter of a take-over, or is merged, or amalgamated, with any other entity; and/or

12.2.5 in the event the Client is prevented or stopped from carrying on its business in India for any reason.

12.2.6 in the event Dempo Biz Nest LLP has any changes in its strategy and plans to run the operations of the Business Centre.

12.3 In the event: (i) the Business Centre and/or the use of the Seats are totally destroyed, or the Business Centre and/or the use of the Seats have been partially damaged but as a result thereof are unfit for use of any of the Business Services & Facilities and such total destruction or partial damage (as the case may be) is due to acts of God, or conditions of force majeure, but not as a result of any act, omission, or negligence, on the part of Dempo Biz Nest LLP or the Client, and/or (ii) the Client is prevented from using the Business Services & Facilities including as incidental thereto, the use of the Seats, by reason of any negligence on the part of Dempo Biz Nest LLP, (but not by virtue of act, omission, breach, default or negligence on the part of the Client) and/. If Dempo Biz Nest LLP have cured the matter for which the Client has served the notice of termination (in writing) as aforesaid, within the said period of 60 days from the receipt thereof, then the contract created herein of the Business Centre shall continue whereupon the Client shall continue to bear and pay the Service Charges (but not the proportionate Service Charges in respect of the aforesaid notice period of 90 days, if the Client has not been in the use and occupation of the Business Centre).

If Dempo Biz Nest LLP fails to cure the matter for which the Client has served the said notice of termination (in writing) as aforesaid, within the said period of 60 days from the receipt thereof from the Client, then the contract created herein shall forthwith and automatically come to an end and stand terminated and cancelled on the expiry of the aforesaid notice period, whereupon the applicable terms and provisions of this Agreement shall take effect.

12.4 Upon expiry or termination or sooner or earlier determination of the contract herein under this Agreement, for any reason: -

12.4.1. the Client's Membership of the Business Centre shall immediately cease and Dempo Biz Nest LLP shall cease to make available the Business Services & Facilities, including, as incidental thereto, the use of the, the Seats, to the Client the Client shall immediately remove from the Business Centre all its representatives, officers, employees and servants any and all articles belongings, chattels, articles, records, equipment, furniture and things brought in by the Client (hereinafter referred to as the "**Goods**");

12.4.2. The Client shall pay any outstanding Service Charges or any other amounts due to Dempo Biz Nest LLP for Services/additional services rendered, failing which Dempo Biz Nest LLP shall have all the rights to deduct same from the security deposit. After the Client has paid the outstanding Service Charges or any other amounts due to Dempo Biz Nest LLP,

12.4.3. Dempo Biz Nest LLP shall refund the Security Deposit to the Client, in accordance with the provisions of Clause D.

12.4.4. The Client shall immediately de-register the address allocated by Dempo Biz Nest LLP during the term of the Agreement, with all the relevant government departments, agencies, entities, bureaus, etc., including the Registrar of Companies. The Security Deposit shall be withheld and penalty fees may be charged to the Client till the time satisfactory documentary evidence is provided by the Client that the address allocated by Dempo Biz Nest LLP is de-registered and is not being used beyond the term of the Agreement.

In case of such termination, expiry, or sooner or earlier determination, the Client, its representatives, officers, employees, and servants shall be trespassers and, on their failure, to leave the Business Centre, Dempo Biz Nest LLP shall be entitled to remove them from the Business Centre and also be entitled to prevent them from entering the Business Centre.

13. NON-SOLICITATION

During the Contract Period and after the expiration or termination, or sooner or earlier determination, of the contract herein, the Client shall not knowingly solicit or offer employment to any of the Dempo Biz Nest LLP employees.

14 MISCELLANEOUS

1. The Client irrevocably agrees, declares and confirms that the bare, irrevocable and limited permission hereby granted by Dempo Biz Nest LLP to the Client to use the Seats in the Business Centre, is purely incidental to the Client availing of the Business Services & Facilities and that there is no independent or separate right of use, occupation or enjoyment that is granted to the Client in respect thereof, and that the Service Charges payable by the Client herein are not, and shall never be deemed to be compensation, or rent, for use thereof.
2. **CONFIDENTIALITY:** Each Party shall treat any data and information, whether written, oral or visual, disclosed to it or which comes into its possession or knowledge in connection with this Agreement as confidential and shall not

disclose the same to others, except as may be required by law or as may be required to be disclosed on a "need-to-know" basis for the purpose of implementing this Agreement. However, Dempo Biz Nest LLP may be required to disclose or transfer any personal data or information which Dempo Biz Nest LLP holds on, or in relation to, the Client; provided that in doing so Dempo Biz Nest LLP shall take such steps as it considers reasonable to ensure that it is used only for the following purposes: (a) to fulfil Dempo Biz Nest LLP's obligations under this Agreement; (b) for work assessment and fraud prevention; or (c) to comply with applicable laws, rules, regulations statutory obligations and requests (if any), concerning, strategizing plans for the Business;

3. **NOTICES:** All notice in connection with this Agreement must be in writing and delivered (i) by hand against receipt; or (ii) sent to the address specified here in above (or to any other address, which may be communicated by the concerned Party), by way of registered post acknowledgment due or (iii) by a reputed courier service, to the address referred to herein or at such other address as is from time to time designated by the Party receiving the notice.
4. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable, the validity of the remaining provisions shall not be affected and the remainder of this Agreement shall continue to be valid and binding on the Parties
5. **WAIVER:** A Party's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of any such rights.
6. **NO VARIATION:** The Parties shall never plead any oral variation to the provisions hereof. Any variations to this Agreement or the contract herein shall not be valid and binding upon, or enforceable by/against the Parties, unless the same are duly recorded in writing and signed by the Parties.
7. **ENTIRE AGREEMENT:** This Agreement, including its annexures, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous communications and understandings between the Parties, written or oral, relating to its subject matter.
8. **AMENDMENTS:** All changes and amendments to this Agreement, or any annexure hereto, are valid only if made in writing and signed by both Parties.
9. **GOVERNING LAW AND DISPUTE RESOLUTION:** This Agreement shall be governed by the laws of India and in the event any dispute or difference arises between the Parties hereto arising out of the contract herein or the construction or interpretation of these presents (hereinafter referred to as the "**Dispute**")

the Parties shall firstly endeavor to personally resolve such disputes or differences in an amicable manner within thirty days from the date one of the parties has first notified (in writing) the other party of the existence of such disputes or differences and called upon the other party to hold discussions/dialogues for resolving the same. In the event such Dispute is not resolved within the said period of thirty days, the parties shall jointly appoint a sole arbitrator. In the event of the parties not agreeing to such appointment of a sole arbitrator by the expiry of thirty days, each party shall appoint one arbitrator, and the two appointed arbitrators shall, before entering upon the reference, appoint a third arbitrator who shall act as the presiding arbitrator, to resolve the aforesaid disputes and differences. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendment or re-enactment thereof for the time being in force. The arbitration proceedings shall be held at Mumbai and the language of the proceedings shall be English.

CLIENT DETAILS

IN WITNESS, WHEREOF, the Parties have executed this Agreement the day and year

first written above.

Signed for and on behalf of:

Signed for and on

behalf of:

Dempo Biz Nest LLP

Interiors Private Limited

Mr. Abrar Shaikh

Apana Tarkar

Ujwal

Mr.

Authorized Signatory

Authorized Signatory

WITNESS:

WITNESS:

Ms. Karen Dale Pais

NAME

Head - Business Development

DESIGNATION

Dempo Biz Nest LLP

Ujwal Interiors Private

Limited

MEMBERSHIP ANNEXURE

ANNEXTURE ‘A’

| | |
|----------------------------------|--|
| COMPANY NAME | Ujwal Interiors Private Limited |
| TYPE OF MEMBERSHIP | Dedicated Cabin |
| MAXIMUM NUMBER OF UNIQUE CLIENTS | 2 |
| LOCATION | Dempo Trade Centre, Patto Centre, Panji, Goa, 403001 |

ANNEXURE ‘B’

DEAL & STRUCTURE ANNEXURE

DEAL STRUCTURE:

- Agreement Term: 3 Years
- Lock in Period: 18 Months
- Security Deposit: 3 Months
- Return of Security Deposit: 45 -60 days
- Notice Post Lock in Period: 3 Months
- Annual Increment: 10 %
- Rent Payment Date: On or before 7th of Every Month
- Rent Free Month : 1st November 2019 to 31st January 2020 (invoicing start from 1st February 2020)

SEATING STRUCTURE:

Dedicated Seats: 2

- TOTAL SEATS: 2

Dedicated Work Seats: NO OF SEATS (Per seat Cost INR- 9,000/-) Total Cost: INR- 18,000 /- (net excluding taxes)

**Annexure ‘C’
SERVICE ANNEXURE**

Part A - Services include:

- Office hours Monday to Saturday – 9 am to 9 pm (Sunday Closed)
- Meeting Room Credits: 4 Hour Per Desk Per Month
- Additional Meeting Room Cost: INR 900/- per hour net excluding taxes for each of the 5 seats cabin post free credits (Subject to rate change in future).
- Additional Conference Room Cost: INR 3,000/- per hour net excluding taxes (Subject to rate change in future).
- Cafeteria: Free access for the 9 of members.
- High speed internet;
- Electricity
- Coffee and tea;
- Kitchen and pantry facilities;
- Air conditioning facilities
- Usage of common areas;
- Meeting rooms and discussion rooms, depending upon availability can be reserved upon payment of additional fee.
- Conference room facilities;
- Access to events

Part C - Additional services:

- Stationery and printer service: - 200 prints & photocopy credit per month per person if exceeds (INR. 5/- per pages cost will be charged.)
- ID card cost will be charged INR – 1,000/-, if lost or misplaced.
- Cabinet Keys will be charged INR – 500/- if lost or misplaced.
- Additional storage will cost INR – 1000/- (if needed)
- Car parking will be charged If needed.
- Server Cost will be charged if needed.

**Annexure ‘D’
SECURITY DEPOSIT ANNEXURE**

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| CONTRACT NUMBER: | MEWO2019- 05 |
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| EFFECTIVE DATE OF AGREEMENT | 1st November 2019 |
| VALIDITY PERIOD | 3 Years |
| REFUNDABLE SECURITY DEPOSIT | INR - 54,000/- (Rupees Fifty-Four Thousand Only) |
| MONTHLY SERVICE FEES* | INR 9,000 per seat per month (Year 1) |
| DEMPO'S DESIGNATED BANK ACCOUNT | ACCOUNT NAME: Dempo BizNest LLP ACCOUNT TYPE: Current Account ACCOUNT NO: 50200044218900 BANK NAME: HDFC BANK IFSC: HDFC0000059 BRANCH: Panji, Goa |

Annexure 'E'

Service Charges Annexure

- Fee mentioned is exclusive of applicable goods and service tax.
- All applicable taxes are excluding the commercials agreed above.