

## Chanyawat @ Rayong

### Service Agreement No CYA021/2019-0086

This Agreement is made at Chodthanawat Co., Ltd., whose head office is at No. 78 Captain Bush Lane (Charoen Krung 30), Charoen Krung Road, Bang Rak Sub-District, Bang Rak District, Bangkok, on 01-AUG-19 by and between:

a) Chodthanawat Co.,Ltd., represented by the authorized person, whose head office is at No . 78 Captain Bush Lane (Charoen Krung 30), Charoen Krung Road, Bang Rak Sub-District, Bang Rak District, Bangkok, hereinafter referred to as the "**Service Provider**", on one part; and,

b) I, Mr.SATYAM PATEL, identification / passport / tax payer number K4893250,age - years, residing at 500/38 Moo.3 Tasit Plukdang Rayong 21140 Tel. Email : [satyam.p12@gmail.com](mailto:satyam.p12@gmail.com) hereinafter referred to as the "**Client**", on the other part.

Whereas the Service Provider and the Client agree to enter into the lease agreement for Chanyawat Apartment located at 599 Moo3, Ta sit Sub-District, Pluak daeng District, Rayong 21140, Building No.A, Room No. 1609 as specified in the Lease Agreement No. CYA021/2019-0086, dated 01-AUG-19, to be referred to in the terms and conditions of service as "**Apartment Lease Agreement**".

Both parties agree to enter into this Agreement with the details as follows:

- |   |   |   |
|---|---|---|
| 1. Service  | : | 1. To provide common service of the building, repair and maintenance works, and management within the building (excluding the consumable cost), details as specified in Clause 1.1 of the Attachment.<br>2. To provide furniture and appliances in the apartment as specified in the apartment delivery document.                                     |
| 2. Service Term   | : | Commencing from 01-AUG-19 and ending on 31-OCT-19, totaling 3 Months .  |
| 3. Service Fees<br>(including value added tax)                | : | 3.1. Common service fees and management fees at the rate of 1,350.00 Baht per month.<br>3.2. Furniture and appliances fees at the rate of 800.00 Baht per month<br>3.3 Other<br>– Electric equipment - Baht per month.<br>– TV ( Watching Television ) - Baht per month.<br>– Refrigerator 500.00 Baht per month.<br>– Water heater - Baht per month. |
| 4. Security and Damage Deposit<br>(including value added tax) | : | 2,150.00 Baht Two Thousand One Hundred Fifty Baht Only  |
| 5. Utilities rates  | : | 5.1 Water supply charges: lump-sum payment of 100 Baht for the first 5 units and Baht for the remaining units<br>5.2 Electricity charges: 8 Baht per unit<br>5.3 Others - Baht ( - )  |
| 6. Pre-paid expense<br>(including value added tax)            | : | 6.1 Cleaning fee of 800 Baht (Eight hundred Baht) per unit<br>6.2 Key card fee of 200 Baht (Two hundred Baht) per card<br>In case where the key card was lost or broken, the Lessee shall pay a fee for issuing a new key card at the amount of 200 Baht (Two hundred Baht) per card.   |
| 7. Others   | : |   |

8. Relating Agreement:

This Agreement is considered the relating agreement with the Apartment Lease Agreement between the parties. In case such Apartment Lease Agreement is terminated or renewed by whatever cause, this Service Agreement shall also be terminated or renewed accordingly. On the other hand, in case this Service Agreement is terminated or renewed for whatever cause, the Apartment Lease Agreement shall also be terminated or renewed accordingly.

9. Attachment:

The Parties agree that the details and conditions of service are as specified in the Terms and Conditions of the Service attached herewith, and shall be deemed integral parts of this Service Agreement.

This Agreement is made in duplicate with the same terms. Both parties have thoroughly read and understood the terms contained herein that they are in accordance with their intention, and therefore, have affixed their signatures before the witnesses.

(Signed) ..... Service Provider  
(Chodthanawat Co.,Ltd.)

(Signed) ..... Client  
( Mr.SATYAM PATEL )

(Signed) ..... Witness  
(.....)

(Signed) ..... Witness  
(.....)

(For translation purpose only)  
**Terms and Conditions of the Service**

**1. Common service and management and furniture and appliances service and the delivery**

The Service Provider agrees to provide and the Client agrees to receive the "Service" as follows:

1.1 The common service of the building and the repair and maintenance works (excluding the consumable cost), e.g., electricity system, water system, elevator, fire prevention system, communication system and other managements within the building (excluding the consumable cost), e.g., providing security guards, cleaning services, traffic and car park and garbage collection etc.

1.2 Providing the furniture and appliances in the apartment (Full Furnish).

On the execution date of this Agreement, the Service Provider has delivered the furniture and appliances as specified in Article 1.2 and the Client has received in neat and ready for use conditions without any objection, as specified Inspection document which is deemed an integral part of the Service Agreement.

**2. Service Term**

The Service Provider agrees to provide the Service and the Client agrees to receive the Service with the "Service Term" with the details as specified in the Article 2 of the Service Agreement.

The Client agrees to pay monthly service fees which hereinafter referred to as the "Service Fees" with the details as specified in Article 3 of the Service Agreement in advance within the 5th day of each calendar month at the Service Provider's office, or at any other place designated by the Service Provider.

The Client agrees that the Service Provider hereby reserves the right to adjust the Service Fees, utilities fees and other fees. The Service Provider shall be give any prior to the Client.

**3. Security and Damage Deposit**

On the execution date of this Agreement, the Client agrees to pay the Service Provider the "Security and Damage Deposit", with the details as specified in Article 4 of the Service Agreement.

In case the Client conforms to all conditions of the Agreement and no damages occurs, the Service Provider agrees to return the Security and Damage Deposit in full without interest, unless the Service Fees is overdue and/or the Client causes damages, the Service Provider is entitled to offset the Security and Damage Deposit with such debt payable.

In the event the Client fails to pay the Service Fees in accordance with the Service Term as specified in Article 2 of the Service Agreement, or the Client breaches any or all of the terms of the Agreement, or the Client fails to perform an obligation to the Service Provider whatever such failure is arising out of any juristic act or legal cause, or the Client is in default under any agreements entered into between the Service Provider and Client, the Service Provider has the right to immediately terminate this Agreement and deduct the whole Security and Damage Deposit and the Client shall not raise any objection against the Service Provider. In addition, the Client agrees to pay the due and remaining Service Fees throughout the Service Term, at the rate specified in this Agreement, to the Service Provider immediately upon the termination of this Agreement.

The deduct of the Security and Damage Deposit shall not prejudice the Service Provider's right to claim for compensation for any damages caused by the Client's breach of agreement and in any event, the Client agrees that the deduct of such Security and Damage Deposit shall not be deemed as any part of Service Fees, utilities fees and compensation.

**4. Payment for Service Fees, utilities fees and other expenses**

For the evidence of payment, in case the Client pays the Service Fees and/or utilities fees and/or Security and Damage Deposit and/or any expenses occurred to the Service Provider, the Client shall request the Service Provider or its agents to issue a receipt of payment. In case the Service Provider or its agent reviews the due balance and requests for the receipt of payment of the Service Fees and/or utilities fees and/or Security and Damage Deposit and/or expenses from the Client, the Client shall present to the Service Provider or its agent such receipt to prove the payment.

In case the Client makes the late payment for the Service Fees and/or utilities fees and/or any expenses to the Service Provider after the payment due date, the Client shall pay the penalty for such late payment at the following rate:

4.1 In case the Client pays the Service Fees, utilities fees and any expenses to the Service Provider from the 6th - 15th day of each calendar month, the Client agrees to pay the Service Fees and the penalty of 125 Baht (One hundred twenty five Baht).

4.2 In case the Client pays the Service Fees and any expenses to the Service Provider from the 16th day of each calendar month, the Client agrees to pay the Service Fees and the penalty of 500 Baht (Five hundred Baht) per day.

**5. Duties of and Obligations of the Client**

5.1 The Client shall have a duty to maintain the furniture and appliances in the apartment as specified in Article 1.2 of the Agreement in a good condition as a person of ordinary prudence would take care of his own property. If the damage occurs by the Client's cause, the Client shall at his own cost restore its former condition as of the delivery date. However, If the Client's cannot from condition as of the delivery date. The

..... Client

Client's agrees to pay the damage to the Service Provider at the rate of Damage Assessment Document, unless the damage occurs by the deterioration.

5.2 In case that the Service Receiver terminates the Service Agreement prior before the Service as specified in Article 2 of the Service Agreement. The Service Receiver shall give the Service Provider a written notice at least 30 days (Thirty days) and the Service Receiver must not default or remaining the Service Fee and have a necessary case

5.3 The Client agrees to facilitate the Service Provider or its agent to enter and inspect the system and the furniture and appliances in the apartment throughout the Service Term. The Service Provider shall be give any prior notice to the Client.

5.4 The Client agrees not to move or permit other person to move the system work appliances and the furniture and the appliances (which are owned by the Service Provider) outside the apartment.

In case the deterioration or defects are caused by the Client's use without exercising such care as might be expected from ordinary person that would take care of his own property, the Client shall fix or improve the system work appliances and the furniture and the appliances to its neat and complete condition as of the delivery date, within 15 (fifteen) days from the date of receipt of the notice from the Service Provider or its agent. In this regard, the Service Provider's right to terminate the Service Agreement and deduct the Security and Damage Deposit due to the default of the Client shall not be prejudiced.

In case the Client fails to fix or restore the system work appliances or the furniture and the appliances to its neat and complete within the time prescribed above, the Client agrees to pay the damages in the rate in the Damage Assessment Document to the Service Provider in lieu of the replacement of such fix restoration or improvement.

5.5 The Client shall deposit the trash in the provided container at the location designated by the Service Provider and shall keep the Apartment and its surrounding area clean to prevent dirtiness and infection.

5.6 The Client is entitled to insure his properties e.g. cars and other properties, stored by the Client in the Apartment or the Apartment area with the insurance company, at Client's own cost.

In case that the Client does not procure the insurance, the Client agrees to be solely responsible for all damage to such properties stored in the Apartment or in the Apartment area by the Client whether the damages are caused by storm, flood, fire, theft or other causes and the Service Provider shall not be responsible for any of such damages.

## **6. Termination of the Service Agreement**

6.1 At the end of the Service Term as provided in Article 2 of the Service Agreement and there is no renewal of Service Agreement in writing.

6.2 In the event that the Client is in default of this Service Agreement and/or is in default of any other agreement between the Client and the Service Provider and/or take an action not in accordance with these Terms and Conditions whether in whole or in part, the Service Provider has the right to terminate this agreement prior to the end of the Service Term as specified in Article 2 of the Service Agreement.

## **7. Effect of the Termination of the Agreement**

7.1 In the event the Service Term is ended, the Client shall return the furniture and the appliances to the Service Provider in a clean and neat condition according to the standard of the Service Provider as of the delivery date. If there is a defect and the Client fails to fix such defect, the Client agrees that the Service Provider shall be entitled to claim for the compensation Damage Assessment Document including the operation cost.

7.2 In the event that the Service Agreement is terminated by whatever cause, it shall be deemed that the Client agrees to abandon the intention to possess the system work appliances and the furniture and the appliances, and the Client agrees that the Service Provider shall have the following rights:

1. To exercise the right to cut off or stop any kind of utilities, e.g., electricity, telephone, water supply or ground water, UBC, other utilities; and/or
2. To exercise the right to deduct the Security and Damage Deposit,
3. To exercise the right to remove the Lessee's property from the Leased Premise which the Lessee shall reimburse the cost of such removal to the Lessor. The Lessor shall not be liable for any damages caused by such removal ; and/or
4. To exercise the right to possess the Leased Premise and forfeit all properties of the Lessee immediately; and

5. To exercise the right to damages against the Client at the rate of 500 Baht (five hundred Baht) per day and other damages occurred to the Service Provider due to the fact that the Client delivers the system work appliances and the furniture and the appliances in the incomplete condition or the delay delivery, e.g., the expense for repair, fix, adjustment, removal, installation in order to restore the system work appliances and the furniture and the appliances to its former complete condition, including the service fees, the security deposit or any benefits which the Service Provider may receive from the new service Client or a prospective service Client and penalty or damages which the Service Provider shall pay to a new service Client or prospective service Client due to non-delivery of the system work appliances and the furniture and the appliances.

..... Client

**8. Notice**

Any notices of contact, claim, information or other communication to be given to the Client, whether to be delivered by the registered post, non-registered post or in person, shall be deemed duly delivered if they are delivered to the address specified in the beginning of this agreement or any other agreements entered into by the Client and the Service Provider after the execution of this agreement or delivered to the latest address as informed by the Client to the Service Provider in writing of the change, at the address specified by the Client, whether or not there is a recipient, and whether unable to deliver as the Client has moved or such address has been changed or removed and the Client does not inform the Service Provider in writing of such move or change or removal, or unable to deliver as the specified address cannot be found. In this regard, the Client agrees that the Service Provider may generate any notices of contact, claim, information or other communication, through the computer system or automatic system without signature, or print the signature through the computer system or any other electronic systems as the Service Provider deems appropriate.

..... Client