

## <u>Service Agreement for use of office Space at AKASA. between AKASA COWORKING PVT. LTD.</u> <u>And TechKrafty</u>

Dated: 04th July 2024

To:

Name and Address of the USER	PROSANTA SADHUKHAN
CIN No. of the USER (in case of a Company)/ LLPIN of the User (in case of an LLP)/ Registration Number* of the User (in case of other entity) PAN No. of the Individual (in case user is an individual)	CIN: LLPIN: PAN NO: BDIPS9501C
Name and address of SERVICE PROVIDER	AKASA COWORKING PRIVATE LIMITED PS Srijan Corporate Park GP Block, Sector-V, Unit No 1102. Tower No1, 11th Floor, Bidhan Nagar, Kolkata-700091
Period of A reement	12 months
Date of commencement of S ace Use	04 <sup>th</sup> Jul 2024
Escalation	5% every year on the last paid fixed payment.
Renewal	Automatic, for period of 12 months with 6 months lock-in on same terms and condition with applicable escalation, unless intention to end is intimated 2 months prior to the date of
Centre Location	AKASA COWORKING PRIVATE LIMITED PS Srijan Corporate Park GP Block, Sector-V, Unit No 1102. Tower No1, 11th Floor, Bidhan Nagar, Kolkata-700091
Space offered	One Desk
Monthly Usage Charges	INR. 5000 + (GST) per month. The Monthly Usage Charges shall be paid in advance on or before the 10 <sup>th</sup> da of-the month.
Security Deposit	NIL
Inclusions	<ul> <li>Use of designated office space.</li> <li>Electricity &amp; air conditioning consumed during office hours; additional charges will be applicable after office hours.</li> <li>Housekeeping, security and maintenance services for the premise</li> <li>Unlimited Tea &amp; Coffee, water per person per month will be provided on Self-service.</li> </ul>
Meetin Room credit	2 credits of meeting credits per

Akasa Coworking Pvt. Ltd.

Director / Authorised Signator

Prosenta Bedharkon.

Additional Service  Centre Timing	workstation per month which can be utilized in 5/7-seater rooms. Meeting room credits expire every month and cannot be carried forward  B/W Print outs (30 Pages Per user per month) High speed shared Internet (as per Fair Internet Usage Policy). Signage cost shall be borne by the client along with government taxes and approvals.  8 am to 8 pm from Monday to Saturday except Public Holidays. Support staff available between 10am-6pm
Obligations, Representations and Covenants of User	<ul> <li>Monday to Saturday, except on public holidays.</li> <li>User shall use the space offered for its Lawful business only and not for any immoral or illegal purposes.</li> <li>User shall not use the space in a manner which causes nuisance or disturbance to other occupants using the space.</li> <li>User has obtained all requisite permissions/licenses/approvals from concerned govt/ authorities to carry on their said business activity.</li> <li>User shall not void/breach the code of conduct and rules and regulations of AKASA.</li> <li>Either parties represents that it shall not directly or indirectly hire or employ or induce any employee or exemployee of other party anytime during the term of this Agreement.</li> <li>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.</li> <li>User agrees that this agreement shall be subject to terms of the Head agreement dated 16<sup>th</sup> June 2020 between AKASA and its owner.</li> <li>User shall not terminate this agreement during lock-in period i.e., 12 months and in case of breach of lock-in period, user shall be liable to compensate AKASA by paying fee for remaining lock-in period as liquidated damages.</li> <li>The space is given to IJser on purely temporary license basis by virtue of this Service agreement to use space, possession whereof shall at all times be with AKASA.</li> </ul>

Akasa Coworking Pvt. Ltd.
Sulal Alley
Director / Authorised Signator

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	<ul> <li>Notwithstanding anything else in this         Agreement to the contrary, the liability of         AKASA under this Agreement shall be limited         to the fee paid by the user maximum 02 (Two)         months in accordance with this Agreement. In         no event will AKASA 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 AKASA 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.</li> <li>User agrees that AKASA 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.</li> </ul>
AKASA Representations, Warranties and Obligations	<ul> <li>AKASA has valid and physical possession of Space, and legally authorized to enter into this Agreement.</li> <li>AKASA represents that the Space is free from any and all encumbrances, liens and charges of any nature whatsoever;</li> <li>Client will have uninterrupted use of space during period of agreement.</li> </ul>
Termination	User may terminate this Agreement, without assigning any cause or reason by giving a 2 months' notice in writing to AKASA upon completion of lock-in period. AKASA 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 AKASA shall issue a notice of 7 days in writing) to User to pay the same along with interest @18% p.a. and for any breach of its covenants and representations by 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, AKASA may at its discretion terminate this Agreement

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Exist Formalities	<ul> <li>Payment of all dues.</li> <li>Surrender of Access Cards.</li> <li>Removal of all third-party cabling and any other installations and restoration of the allocated seats in the original positions.</li> <li>Inventory tally as per the inventory list on the date of commencement of contract.</li> <li>Complete removal of the client and all persons from the allocated seats along with all goods, properties and assets brought into the co-working space by the client.</li> <li>Payment of applicable exist charges in case of damage, destructions, missing inventory and cleaning being required.</li> <li>Documents showing removal of the coworking space address from the records of all statutory and other authorities including staffing of registered office. (If applicable.)</li> </ul>
Dispute Resolution and Governing Law	<ul> <li>Any dispute arising between AKASA 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/Kolkata alone.</li> </ul>
Force majeure	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> <li>On payment of 1<sup>st</sup> Month Usage Charge of 1NR 5000 + GST = INR 5900 per month.</li> <li>Total of INR 5,900/- 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.</li> </ul>
Taxes & Registration	AKASA shall bear all present and future taxes relating to the Space, wherein the S ace is situated.
Cabin Keys & Access Cards	<ul> <li>To be provided by AKASA free of char e. Eve user whose KYC is done will be given its own key and access card.</li> </ul>

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## **Terms & Conditions**

- This proposal is valid only for the duration mentioned above, unless mutually extended with subject to availability of space and prevalling 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 AKASA 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.
- The Security Deposit shall be retained by AKASA for the Term of this Agreement and shall be refunded to the Company on the expiry or prior termination of this Agreement within 30 days of Company discontinuing the use of the Office Space and removing the belongings therefrom and making available the said office space to AKASA for use. The Security Deposit shall be refunded after deducting all sums that may be due to AKASA from the Company in accordance with the terms and conditions of this Agreement, including towards unpaid Monthly Service Charge, if any, and also expected cost to restore any damage to the Office Space.
- A detailed Policy for the 'Prevention of Sexual Harassment at Workplace' as per the provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("Act"), to ensure a workplace where all individuals are treated with respect and dignity in an environment free of sexual harassment, and to address issues and provide for a mechanism towards prevention, prohibition and redress of workplace sexual harassment relating to AKASA community members / users and their visitors is available at www.akasacoworking.com and user agrees to abide this during the entire tenure of the this Agreement or any renewal thereof.

Akasa Coworking Pvt. Ltd.

Director / Authorised Signator

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For AKASA Coworking Pvt Ltd	For TechKrafty
Sailesh Alley	Prosanta Sadhukhan
Area Director	Proprietor
PS Srijan Corporate Park	PS Srijan Corporate Park
GP Block, Sector-Vi Unit No 1102. Tower No-I, 11 <sup>th</sup> Floor, Bidhan Nagar	GP Block, Sector-V, Unit No 1102. Tower No-I, 11 <sup>th</sup> Floor, Bidhan Nagar
Kolkata-700091	Kolkata-700091
Contact: 9674906713	Contact: 9830747981
Email: saileshalley@akasacoworking.com	Email:
GST No. 19AATCA0699PIZK	GST No.

## **BANK ACCOUNT DETAILS**

Akasa Coworking Pvi Company Name: AKASA COWORKING PRIVATE LIMITED

Bank Name: Axis Bank Ltd

Address: BBD Bagh Branch, Kolkata-700001,

Director / Authorised Signator Current Account No: 920020049221425

IFSC Code: UTIB0001138

Corp Off: GP Block, Sector-V, Unit No 1102. Tower No-I, 11th Floor, Bidhan Nagar, Kolkata 700091 Reg. Off: 70/A-32, Rama Road Industrial Area, Najafgarh Road, New Delhi-110015 Phone: Fax

CIN No- U71290DL2019PTC358978 GST No: 19AATCA0699PIZK PAN: AATCA0699P