

SERVICES AGREEMENT

The two parties to the agreement are as follows:

This SERVICES AGREEMENT ("Agreement") made on _____ between Mr. **RAJ S. AMONKAR** Having office at N-66, PHASE IV, VERNA INDUSTRIAL ESTATE VERNA GOA 403722 "hereinafter called "Service Provider" (Which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators, representatives and assignors) and **M/s** _____ through its _____ Mr. _____ R/O _____, With Pan Number _____, with mobile number _____ hereinafter referred to as "CLIENT"

Agreement Period: 11 Months.

The Nature of the Agreement

Client is interested in using Office Space (hereinafter referred to as the Services) from Service Provider at its premise located at “**N-66, PHASE IV, VERNA INDUSTRIAL ESTATE VERNA GOA 403722**” (hereinafter referred to as the “Premise”). The whole of the Premise remains the property of the Service Provider and remains in the Service Provider’s possession and control. Service Provider agrees that the property is not disputed and that the Service Provider is the absolute owner of the property. This Agreement is personal to Client and cannot be transferred to anyone else. Service Provider may transfer the benefit of this Agreement and its obligations under it at any time. The Service Provider is the Sole Owner of the property and as such has the sole rights to Lease or Rent the property as He deems fit.

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.

The Services are offered to Client conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement. Client’s use of the Service constitutes its agreement to the terms and conditions stated in this Agreement. Each person that uses the Service, or enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or on third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new resources and services. In the case of any violation of these terms, Service Provider reserves the right to cancel Services to Client immediately and seek all remedies available by law and in equity for such violations.

Usage of Address

The Client may use the address for business correspondence. Client may also use the office Address for obtaining GST, any statutory registrations.

Subscription Fees

Subscription Fees of Rs. 18800/- Plus applicable taxes for the entire Term has been paid by the Client in advance. Subscription fees is payable in advance. Any dues in the rent / subscription fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment.

Mail Handling

Client can receive registered and certified mails at the “Address”.

Service Provider can receive up to 20 letters or packages per month free of charge for Client. For additional letters or packages, Service Provider will charge a handling fee of Rs.10 per letter / package. Service Provider will not accept packages more than 5 Kg of weight or 1 cubic feet size. Client can pick up the mails from the location free of cost. Service Provider is not liable for any mails not collected within 60 days from receipt date.

Client can ask Service Provider to send the package / letter to its physical address. For that, Client will have to pay for shipping and handling fees. Service Provider will determine the shipping fees and send an invoice to the Client. If the Deposit Amount is paid by the Client, Service Provider will deduct the Shipping fees from it. If there is no Deposit Amount, Service Provider will ship the item only after payment of the shipping fees.

Indemnity

The client shall be responsible for compliance with all the necessary provisions of the Companies Act / other relevant laws, and hereby agrees to indemnify and keep and hold Service provider fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this agreement or arising from any breach of rules and regulations of any applicable law. Service provider shall not be responsible for any non-compliance, default, illegality, irregularity and the like on part of client concurring any Law/ Salute/ rule/ regulation/ Government notification. Notwithstanding anything stated under this Agreement, the aggregate liability of the Client under this Agreement from any causes whatsoever, and in any event shall not exceed an amount greater than the membership fees paid. Neither party shall be liable for loss of business, revenue, goodwill savings or other indirect or consequential losses.

Termination of Service

Either party may terminate this agreement with 30 days prior notice. Upon termination of this agreement, the Client must cease the use of the Address and any Phone Numbers issued IMMEDIATELY from all places, including but not limited to business cards, websites, stationery, advertising material, licenses, certificates etc. If client uses the Address for registration with ROC, GST authority, banks etc. it has to change the address within 30 days after termination of service. Service Provider deserves the right to take action

against those who are found in breach of this requirement. Service Provider reserves the right to terminate the service and this Agreement without notice for Client whose activity might adversely affect Service Provider's reputation or Service Provider's normal operation. Service provider shall entitle to terminate the service anytime incase Client violates any clause of this Agreement, or Client's activities are reported to be fraudulent.

Notwithstanding anything contained in this agreement, This agreement shall automatically stand expired/ terminated/ rescinded/ cancelled upon the expiration of the said period of one year, and client shall not be entitled to the benefits provided under this agreement Upon the expiration of the said period of one year under any circumstances.

Immediately upon the expiration of the said period of one year, client shall inform the commercial Tax office/ GST offices/ Concerned office (s) of the Government (s) and Service Provide regarding the discontinuation of the use of the office address of service provider

In the event client fail to inform the concerned tax office and service provider as respects the discontinuation of the use of the office address as required under this agreement, client shall be liable to pay to the service provider a sum of Rs. 100/- per day for such failure/ default.

Nature of Business

Client has to explain its nature of business in writing on this Agreement. Client agrees with Service Provider not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of Service Provider whether directly or indirectly for any such purpose or purposes. If changes nature of the business, it must notify Service Provider in writing.

Liability

Service Provider will not be liable for any loss sustained as a result of Service Provider failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Service Provider interest in the building containing the office. Service Provider does not accept liability for actions, services of/by third parties in anyway whatsoever, including delays & Non receipt of messages or communication due to delays or failures in the email, SMS or fax systems, Phone, courier or postal service. Further, Service Provider shall not be responsible or liable to Client for any loss or damage resulting to Client by

reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond reasonable control of Service Provider.

Confidentiality

Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of ("Confidential Information") about Service Provider. Client agrees that during the Term of this Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of Service Provider. Similarly, Service Provider recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of ("Confidential Information") about Client. Service Provider agrees that during the Term of this Agreement and thereafter Service Provider shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client. If Service Provider transfers its business or any business segment that provides services to Client, Service Provider is authorized to transfer all user information to Service Provider's successor with prior written intimation to the client.

Ownership

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Service Provider and/or its licensors and service providers except where expressly stated otherwise. This is not a lease document. Client agrees that the client is not the owner of any phone number assigned to them by Service Provider. Upon termination of account for any reason, such number may be re-assigned to another client.

Dispute Resolution

Any Dispute arising under or in connection with this Agreement which could not be settled by Parties through negotiations, after the period of thirty (30) days from the service of the Notice of Dispute, shall be finally settled by arbitration/ Mediation by a sole arbitrator/ Mediator to be mutually agreed upon between the parties. In the event the parties are not able to mutually

agree upon the appointment of sole arbitrator/ Mediator, the aggrieved party can seek appoint of the arbitrator/ Mediator by approaching the Hon'ble High Court of Goa in accordance with the Arbitration/ Mediation and Conciliation Act, 1996 and:

- (a) All proceedings shall be conducted in English and a daily transcript in English shall be prepared.
- (b) The venue of arbitration/ Mediation shall be in Goa, India.
- (c) The order of such arbitrator/ Mediator shall be final and binding on both Parties.
- (d) The Parties agree that the civil courts of Goa will have exclusive Jurisdiction in respect of any Dispute between the Parties.

Brief about Company Operations: _____.

Client's Address will be:

M/s. _____.

N-66, PHASE IV, VERNA INDUSTRIAL ESTATE VERNA GOA 403722

THIS IS A FORMAL AGREEMENT ON SERVICE PROVIDER'S TERMS AND CONDITIONS.

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Space Partner:

Signature :

Name : **Mr. RAJ S. AMONKAR.**

Designation/Title : **PROPRIETOR.**

Date of Sign :

For Client:

Signature :

Name : **Mr. _____.**

Designation/Title : _____

Date of Sign :

WITNESS 1

Signature :

Name: : **Ms. Sujal Panjkar**

WITNESS 2

Signature :

Name: :

