

## SERVICE AGREEMENT

This **Service Agreement ("Agreement")** is made on this **...<sup>th</sup> day of March, 2023** at Mumbai by and between:

**CARNIVAL CAPITAL HOLDING PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 2013 and having its Corporate office at CarnivalHouse, Behind Dindoshi Fire Station, Off. General AK Vaidya Marg, Malad East, Mumbai – 400097, doing business with a trade name '**CARNIVAL HUB WORK SPACES**' hereinafter called the "**Service Provider**", (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

....., through its Director/Proprietor ....., **S/O** ....., having his/her/their/its address / registered office / place of business at ..... with **PAN Number** ..... with mobile number ....., hereinafter referred to as the "**Client**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last surviving Trustee and his or her assigns and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

Hereinafter the Service Provider and the Client individually referred as Party and collectively as Parties.

**THE TERMS AND CONDITIONS** of the Service Agreement is as under:

### 1. OBJECTIVE:

- 1.1 The Client is interested to take services from the Service Provider for the premises situated at Carnival House, Behind Dindoshi Fire Station, Off. General AK Vaidya Marg, Malad East, Mumbai – 400097 (referred to as the Premises);
- 1.2 The Client can use the premises address for all business communication. However, the Client is not permitted to use the address for business registration, and registration of other similar statutory requirements, until and unless permitted by law and by the Service Provider of the Premises;

- 1.3 The Client must only use services for that Company/ business, as registered for membership in this Agreement. Should the Client choose to use these services, provided by the Service Provider, for an additional company, an additional charge per month and per company name may apply;
- 1.4 The Client agrees to use services, as provided and included in the Membership under the Agreement. Should the Client use any additional services, the membership charges will automatically be escalated for a period of at least one month, to ensure inclusion of the services used;
- 1.5 The Client acknowledges that this Agreement creates NO real property interest in Client's favour with respect to the Service Agreement membership;
- 1.6 The Client agrees not to directly or indirectly or through agents operate a business that competes with the business of the Service Provider or providing serviced offices and Service Agreements and shared office spaces.

## **2. ACCEPTANCE OF USE:**

- 2.1 The Client hereby agrees to all the terms and conditions stated in this Agreement;
- 2.2 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;
- 2.3 In the case of any violation of these terms, the Service Provider reserves the right to cancel Services to Client immediately and seek all remedies available by law and in equity for such violations.

## **3. IDENTIFICATION DOCUMENTS:**

- 3.1 The Client agrees to provide all KYC documents, pertaining to the identification of the Company (mentioned in the Agreement) and of the person (executing the Agreement), as deemed relevant by the Service Provider, for the purpose of verification of legitimate existence of the business;
- 3.2 The Client authorizes Service Provider to conduct verification of legitimate existence of Client's business and/ or standard business verification to execute the Agreement.
- 3.3 The Client has to explain its nature of business in writing. The Client agrees with the Service Provider not to carry on any business which could be construed illegal, prohibited by law, defamatory, immoral or obscene and agrees not to use the address of the Service Provider whether directly or

indirectly for any such purpose or purposes. If the Client changes nature of business it must notify the Service Provider in writing forthwith.

#### 4. SERVICES:

- 4.1 **Office Address:** The Client may use the Office address issued by the Service Provider for its business correspondence only. The Client may use the Office Address for obtaining GST, Bank Account and any type of Licenses only after getting a written permission (NOC) from the Service Provider and executing necessary documents for the same;
- 4.2 **Mail Handling:** The Client can receive mails (Couriers) at the Office Address. If Client wants Service Provider to receive Registered mails or Certified mails at the Office Address, it has to provide a round seal (rubber stamp) with Client's Business name and Office address and an authorization letter giving permission to receive mails on behalf of Client. In case Client denies seal, the Service Provider will not be responsible for mails that are not delivered by Indian Postal Service or Private Courier Companies due to non-existence of seal.

The 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. The Service Provider is not liable for any mails not collected within 30 days from receipt date.

The Client may request to forward the mail to another address. In that case, the Client has to pay the shipping and handling charge. The Service Provider will determine the forwarding charge and send an invoice to the Client. If a deposit amount is kept by the Client, the Service Provider will deduct the forwarding charge from that amount. If the Client has not kept a deposit amount, the Service Provider will ship the mail only after the payment of the forwarding charge;

#### 5. TERM:

- 5.1 This Agreement shall remain valid and existing between parties for a period of 11 (Eleven) months 29 (Twenty-nine) days from the date of execution; subject to the provisions of termination as mentioned herein;
- 5.2 Unless renewed before the expiry of the term, the Agreement shall be determined on the efflux of above term.

#### 6. SERVICE FEES:

- 6.1 In consideration for providing Service Agreement services by the Service Provider, the Client shall pay Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per annum in advance to the Service Provider.

- 6.2 The membership fees and additional service fees are exclusive of GST and other applicable charges.
- 6.3 Invoices: The Service Provider will send all, invoices electronically (where allowed by law). Notification of invoices shall constitute a demand for payment. Membership Fee and other monthly services will be billed in advance and are due by the 1st day of each month. Services will be billed at the end of the month as per usage, and are due within 7 days of date of invoice. If the Client disputes any part of an invoice the Client must pay the amount not in dispute by the due date. The Client shall notify the Designated Manager of any disputes in the invoice, in writing, within seven days of date of invoice. The Service Provider, represented by the Designated Manager, shall endeavour to resolve the disputed portion of the invoice, by mutual discussion, within seven days of receipt of dispute invoice.
- 6.4 Late payment and Defaults: If the Client does not pay membership Fee and/ or services when due, a fee will be charged on all overdue balances, equivalent to 2% (Two percent) per month of the amount overdue (whichever is higher). The Service Provider also reserves the right to withhold services (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. If the Client benefited from a special discount, promotion or offer, the Service Provider has the sole discretion to discontinue that discount, promotion or offer without notice if the Client becomes past due on two or more occasions.
- 6.5 The Client must pay any reasonable and proper costs including legal fees that the Service Provider incurs in recovering amounts due, under this Agreement.

## **7. DISCLAIMER:**

- 7.1 The Service Provider will not be liable for any loss sustained as a result of failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of interest in the premises containing the office. The 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;
- 7.2 Further, the 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, Pandemic, Epidemic or any other cause which is beyond reasonable control of the Service Provider.

## **8. REPRESENTATION & WARRANTY:**

- 8.1 The Client represents and warrants that the Client is validly existing under the relevant laws and has all the requisite legal power and authority to execute this Agreement and carry out the terms, conditions and obligations hereof. There is no prohibition, order, or any suit/s pending to the Client's knowledge, before any Court, or Tribunal which would materially adversely affect the ability of the Client to meet and carry out its obligations under this Agreement.
- 8.2 This Agreement constitutes a valid, legal and binding obligation on the part of the Client to meet and carry out its obligation under this Agreement.
- 8.3 All permissions/approvals necessary or required on the part of the Client have been taken to authorize and empower the Client to enter into and perform under these presents. The execution and delivery by the Agreement has been duly authorized by all requisite corporate action.

## **9. CONFIDENTIALITY:**

The terms of this Agreement are confidential. Neither the Client nor the Service Provider may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this Agreement ends.

## **10. INDEMNITY:**

- 10.1 The Client shall be responsible for compliance with all the necessary provisions of all applicable state and central government enactments and other relevant laws applicable, 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 or penalties incurred by the Service Provider as a consequence of or out of this Agreement or arising from any breach of rules and regulations of any applicable law for the business of the Client.

## **11. TERMINATION:**

- 11.1 The Agreement will be automatically terminated on the expiry date unless the Agreement is renewed by the Parties;
- 11.2 Either the Service Provider or the client can terminate this Agreement at any time, by giving at least one month's written notice to the other;
- 11.3 The Service Provider reserves the right to terminate the service and this Agreement forthwith without notice if the Client's activity adversely affects the reputation or normal operation of the Service Provider.

- 11.4 The Service Provider can terminate the service any time in case Client violates any clause in this Agreement, the Client's activities reported to be fraudulent, the Client found to be abusive to the staff, if defaults in twotimes in paying service fees;
- 11.5 Upon termination of the Service, the Client must cease the use of OfficeAddress and mail handling services if any issued by the Service Providerimmediately from all places including but not limited to business cards,websites, stationary, advertising material, licenses, certificates etc.

**12. MISCELLANEOUS:**

- 12.1 **Severability:** In the event that any term of this Agreement is held to be a violation of any applicable law, such term shall be deemed to be deletedfrom this Agreement and this Agreement shall remain in full force and effect as if such provisions had not originally been contained herein;
- 12.2 **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 itslicensors except where expressly stated otherwise. The Client agrees that the Client is not the owner of any phone number assigned to them. Upontermination of Agreement for any reason, such number may be re-assignedto another Client.
- 12.3 **Entire Agreement:** This Agreement contains the whole agreement among the Parties relating to the subject matter of this Agreement;
- 12.4 **Amendment or Variation:** No amendment or variation of this Agreementshall be effective unless in writing and signed by or on behalf of each ofthe Parties;
- 12.5 **Assignability:** The Client cannot assign or transfer any of its rights, benefitsor obligations under this Agreement except with the prior written consent of the Service Provider;
- 12.6 **Notices:** Any notice, demand or communication to be served on any ofthe Parties by the other concerning this Agreement or any matter arisingthere from shall be in writing and may be served by posting it by Regd. Post/Speed Post/ Courier or through hand delivered to whomever the Notice is required or permitted to be sent, and addressed as stated above;
- 12.7 **Governing Law and Jurisdiction:** This Agreement shall be governed by, andconstrued in accordance with, the laws of India and the Courts of Mumbai shall have jurisdiction to any matter arising out of this Agreement.

**Brief about Company Operations (up to 100 words)**

.....

**Lessee/Client's Address will be:**

**Company Name .....**

**Unit No.CG/...., CarnivalHouse, Behind Dindoshi Fire Station, Off. General AK  
Vaidya Marg, Malad East, Mumbai – 400097**

**THIS IS A FORMAL AGREEMENT ON Lessor's TERMS AND CONDITIONS.**

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

**In witness whereof** of the Parties hereto have entered into this Agreement on the day and year first above written.

SIGNED SEALED AND DELIVERED )  
by the within named **Service Provider** )**CARNIVAL CAPITAL HOLDING PVT.**  
**LTD.** )  
Through its authored signatory )  
**Mr. Mahesh Partwalkar** )

In presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

SIGNED SEALED AND DELIVERED )  
by the within named **the Client** )**Company Name**  
\_\_\_\_\_ )  
through its Authorized Signatory )  
**Mr. ....** )

In presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_