

OFFICE SERVICE AGREEMENT

This Terms of service agreement for virtual office (Agreement) is entered into at Chennai on _____ by and between,

M/s. COQUB Coworking space, a company having its Registered Office at S.No: 16/2a, Service Road, Near Ring Road, Vanagaram, 1st Floor, Chennai - 600095, represented by its Proprietor, **Mr. I Ganesh Kumar**, (hereinafter referred to as “Service Provider” which expression shall, unless it be repugnant to the meaning or context thereof, mean and include, its successors and permitted assigns) of the **FIRST PARTY**.

And

M/s. _____, a company having its Registered Office at _____ (hereinafter referred to as “Client”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of **SECOND PARTY**.

The parties shall hereinafter be referred to individually as Party and collectively as Parties.

WHEREAS Service Provider agreed to provide Virtual office services for the premises located at **M/s. COQUB Coworking space**, S.No: 16/2a, Service Road, Near Ring Road, Vanagaram, 1st Floor, Chennai - 600095 at the request of the Client, and the Client agrees to avail Virtual office services provided by the Service Provider on the terms and conditions agreed hereinafter.

1. Definitions

1.1 The term "Agreement" means this agreement along with all annexures, documents enclosed herewith.

1.2 The term "Virtual Office Service" shall mean a virtual office address provided by the Service provider to the clients without providing dedicated office space or workstation. The virtual office service shall include business communications and for the registration of the official purposes only. Separate rental payment will be charged for availing of the meeting room facility at the designated office.

1.3 The term "Packages" shall mean Virtual Office Service Packages offered by the Service provider.

1.4 The term "Virtual Office" means the address of the office at designated office premises provided by the Service provider for clients uses to have its local presence.

The office need to be registered only in the format as stated below:

M/s. _____,

COQUB Coworking space,

S.No: 16/2a, Service Road, Near Ring Road,

Vanagaram , 1st Floor, Chennai - 600095.

1.5 The term "Associates" shall mean employees of the Service provider deployed to provide specific agreed services herein.

1.6 The term "Business Communication" means written communication in hard copies conveyed through available means, including but limited to courier, postal, hand delivery mails.

2. Authority

The parties herein warrant and represent that such parties have complete and full authority to enter into this Agreement.

The Client agrees and undertakes to perform its obligations hereunder, and shall fully indemnify, defend and save the Service provider harmless from any breach of these warranties and representations.

3. Services

The Client can avail of the office services provided by Service Provider, more specifically described in the “Annexure A- Office Service Package” attached herewith.

4. Consideration

In consideration of rendering the Services in accordance with the selected Office Service package and any other terms and conditions as set out in this Agreement, the Client shall pay the Service Provider the fees detailed in “Annexure B-Fees and payment terms” of this Agreement.

The fees stated in Annexure B are valid for the initial period of this Agreement, and the same shall be reviewed at the end of this initial term, and the rates mutually agreed upon will be applicable for the extended term of this agreement.

5. Term

This Agreement shall be effective from _____, for a period of Eleven (11) months till _____ (“Initial Term”).

Upon expiry of the initial term both the parties may renew the term for a further period on mutually agreed terms and conditions.

6. Use of Office Service Package.

6.1 Client agrees to use the Services and GSTIN only for legal purposes. Use of the Services and GSTIN for any illegal or illicit purposes shall be considered a breach of this Agreement and grounds for immediate termination.

6.2 The Clients may use the address of the Office provided by the Service Provider as their business address only and for obtaining any registration certificates under the applicable laws.

6.3 The Client shall not use the Office Service Package. provided by the Service Provider to carry on any business activities that compete with Service Providers business of providing services, office premises, virtual offices or auxiliary services.

6.4 Client shall not carry on business activities in the name of Service Provider.

6.5 Client shall not use Office address provided by the Service Provider as its Registered Office address unless it is permitted by Law/ by Service provider in writing.

6.6 Client shall not use the Office address provided by the Service Provider for any other prohibited purpose mutually decided by the parties from time to time during the subsistence of this agreement.

6.7 Client to provide complete KYC documents, including sharing of mobile number and email address. The Client shall also provide a GST certificate copy within one week from the date of receiving the GST certificate for the company at the registered address.

6.8 Service Provider shall provide 30 days' notice, in case of any change in the office address and approval of client shall not be required. Terms and conditions to remain the same in case of change of office address

6.9 Service Provider shall conduct physical verification of the details as provided by the client on a half-yearly basis and the client shall not object for the same. Any discrepancies and non-availability of the client's or his business shall lead to immediate termination of this agreement.

7. Representation and Warranties of the Client:

7.1 The Client shall abide by the rules, regulations, and notifications of the CGST, IGST, SGST Act, 2017, including but not limited to filing GST returns in a timely manner, maintaining records at the Registered office premises situated at Chennai as more particularly contemplated under section 35 of the CGST Act, 2017 and all or any other provisions of the Act as amended from time to time.

8. Rules and Regulations

Breach of any terms of booking, rules, and regulations may result in the suspension of services and Client's use of the facilities or Termination at the sole discretion of Service Provider without any further liability or obligations towards the Client.

9. Non-solicitation

During the Term of this Agreement and for two (2) years thereafter, the Client shall not directly or indirectly induce or attempt to induce any of the employees of Service Provider to leave the employment with Service Provider or solicit the business of any client, affiliates, consultant or customer of Service Provider.

10. Termination and consequences of Termination

10.1 Auto-renewal:- This contract shall get automatically renewed at the end of the term, if not specifically terminated before one month of the date of renewal. The client cannot terminate this agreement during the initial term. In case if Client wants to terminate before the expiry of the initial term then the service fees paid by the client at the time of signing this agreement shall be forfeited by the Service Provider without any further liability towards the client.

10.2 The Service Provider may immediately terminate this agreement with or without notice, to the maximum extent permitted by applicable law, in case of occurrence of any one or more than one event mentioned herein below in the subsequent paragraphs:

(a) Client become insolvent or bankrupt, go into liquidation, or become unable to pay debts as they fall due; or

(b) Client breaches any or all obligations arising out of this agreement, which cannot be put right; or

(c) Clients' or any person acting on behalf of Clients', conduct, Activities becomes incompatible with the permitted use of agreed services herein, which shall be determined by Service Provider at its sole discretion.

d) If Client carries out any activity/work which is not in accordance with the business activities defined in clause 6.2 above or if it carries out any illegal activity.

e) If the physical verification as conducted by the Service Provider fails for one or more reasons due to discrepancies in the authenticity of the details as provided by the client.

Both the parties herein agree that in the event of termination of this agreement by Service provider for any one or more of the aforesaid reason, shall not waive clients obligations, liabilities including payment of fees arising during the subsistence of this agreement.

10.3 In the event of a breach of any terms and conditions of this agreement or booking terms or rules and regulations of respective premises, by the Client, which is capable of being remedied and not been remedied within 15 days notice period from the Service provider then the Service Provider shall terminate this agreement with immediate effect without any liability toward the Client.

10.4 In the event of expiry or early termination of this agreement the Service Provider shall stop providing agreed services herein and both the parties shall comply with all its obligation arising out of this agreement before the effective date of termination.

10.5 The Client shall not be liable to claim any refund in case of termination or due to any reason whatsoever.

10.6 Upon Expiry or early termination Client shall make an application of cancellation of registration with the GST department within 30 days from the date of expiry/ termination of the agreement with the company and provide cancellation/proof of amendment. In the event of non-submission of such proof, the Service Provider reserves the right to intimate the GST department about such an event of non-renewal.

10.7 The Client hereby undertakes to allow the Service Provider to take all appropriate action against him if he fails to provide all the necessary documentation in order to substantiate the cancellation of the GST certificate for the address as provided by the Service Provider post-termination of the Agreement. The Client expressly authorizes the service provider including but not limited to approaching the GST authorities for cancellation of said GST registration, in case the client fails to do so within the stipulated time frame of one month.

11. Notice

Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand, (ii) three days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery, (iii) when transmitted if sent by confirmed facsimile, or (iv) 14 days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If To Client:

Mr. _____

Designation: AUTHORIZED SIGNATORY

Registered Address: _____

If To Service Provider:

Mr. I Ganesh Kumar

Designation: Proprietor

**Registered Address: COQUB Coworking space , S.No: 16/2a, Service Road, Near Ring Road,
Vanagaram ,1st Floor, Chennai - 600095**

12. Assignment or Sublease

The Client shall not assign or sublease this agreement to any parties, including group companies, subsidiaries, parent company, etc., or any part thereof without Service Providers prior written consent, at Service Providers sole discretion.

13. Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, in no event shall Service Provider be liable, whether in contract, tort including negligence or otherwise, for special, punitive, indirect or consequential damages, including loss of profits or revenues arising under or in connection with this Agreement.

14. Entire Contract

14.1 This Agreement along with its Annexures, terms of booking, and documents attached herewith constitute the entire contract between the Parties with respect to the subject matter hereof.

14.2 No changes, amendments, modifications, or waiver of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by duly authorized representatives of both parties hereto.

15. Indemnification

Both Parties agrees to indemnify and keep and hold the other Party fully indemnified and harmless from and against all claims, damages, losses, actions, costs, proceedings, proceedings before the GST officer or any government authority and for expenses arising as a consequence of or out of this agreement or arising from any breach of rules and regulations of any applicable law.

16. Confidentiality

Both parties agree that the terms of this agreement are confidential and neither party shall disclose them without consent of the other party unless required to do so by law or Government Authority. This obligation continues for the period of 1 year from the date of termination or expiry of this agreement.

17. Waiver

Failure by Client to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

18. Severability

18.1 If any section, paragraph, or clause in this Agreement becomes invalid, illegal, or unenforceable in any jurisdiction, in which this Agreement is being performed, then the meaning of such section, paragraph, or clause shall be so constructed so as to render it enforceable to the extent feasible.

18.2 Invalidity, legality, or unenforceability of such section, paragraph, or clause in this Agreement shall not affect the validity, legality, or enforceability of the remainder of this agreement. All rights and obligations of the parties shall be enforceable to the fullest extent permitted by Law and shall not be affected by such invalidity, legality, or unenforceability.

19. Jurisdiction

This Agreement shall be governed by, and construed in accordance with the laws of India. The courts where this agreement has been performed shall have exclusive jurisdiction in connection with any disputes arising in connection with its terms and conditions.

20. Settlement of Disputes

20.1 Any claim arising out of or attributable to the interpretation or performance of this Agreement that cannot be resolved by negotiation shall be considered as a dispute within the meaning of this Section.

20.2 The disputing party shall notify the non-disputing party in writing about the existence of the dispute and request an amicable settlement by mutual discussion within 15 days from such written notification.

20.3 In the event of failure to reach such amicable settlement the parties shall endeavour to settle the dispute within 15 days both the parties shall consider the resolution of such dispute through arbitration as per provision set forth here in below.

21. Arbitration

All such unresolved disputes shall be referred to the sole arbitrator appointed by mutual discussion between the parties. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996 or any amendment thereof. The Venue of arbitration shall be Chennai and the proceedings shall be in English.

22. Independent Contractor:

22.1 It is agreed by the Parties that this Agreement entered into between them is strictly on a principal to principal basis. Under no circumstance shall Client be deemed to have instructed, communicated, or corresponded with any of Service Provider employees in relation to Services under this Agreement.

22.2 Nothing contained in this agreement shall be construed or deemed to create a joint venture, contract of employment, or partnership between the parties herein. This agreement is not intended to and shall not be deemed to bring into existence a relationship of principal and agent between Client and Service Provider. Service Provider shall not represent or hold himself out as an agent of CLIENT except to the extent provided under this Agreement.

22.3 Both the parties shall not make any commitments or representations to the prospective subscribers or enter into any agreement with them on behalf of each party.

IN WITNESS WHEREOF the Parties have executed these presents on the day and year herein above written.

For COQUB Coworking space	For M/s. _____
Name: Mr. I Ganesh Kumar	Name: Mr. _____
Designation: Proprietor	Designation: AUTHORIZED SIGNATORY

Annexure A
Office Service Package

1. Service Provider shall provide agreed Office Services mentioned herein in a professional manner, consistent with reasonable industry standards and in compliance with all applicable laws, rules and regulations and the provisions of this agreement.
2. Service provider agrees to provide the client address of a prestigious Commercial business centre located at **M/s. COQUB Coworking space, S.No: 16/2a, Service Road, Near Ring Road, Vanagaram, 1st Floor, Chennai - 600095** . The Client agrees to use the Office address provided by the Service Provider as its business address only and for obtaining any registration certificates under the applicable laws.
3. Service Provider agrees to provide client NOC to use the address of designated office address as Principal Place of Business for obtaining any registration certificates under the applicable laws. The NOC to use the address of the designated office as Principal Place of Business for obtaining any registration certificates under the applicable laws in a format mentioned herein.
4. Service Provider agrees to provide client supporting documents of a designated office to apply for obtaining any registration certificates under the applicable laws with charges payable in advance as mentioned at Annexure B herein.
5. The client can use designated virtual office premises for GST Registration with prior request and at the discretion of Service Provider with charges payable in advance as mentioned at Annexure B herein.
6. The service provider shall either directly through its associates or through any third-party service provider, provide the agreed Services from time to time during the subsistence of this agreement to Client as required by Client.
7. Service providers' associates/personnel providing the agreed Services herein shall at all times be considered as the employees of Service Provider.
8. The Client hereby agrees and undertakes not to carry on any immoral, illegal, defamatory, or obscene business and will not use the the Office address provided by the Service Provider directly or indirectly for any such purpose or not permitted under the laws of India.

Annexure B

Fees and payment terms

Service Provider shall raise invoices in favour of Client, for the Services rendered.

1. The client shall pay an amount of Rs. _____ as an annual payment for the Office address provided by the Service Provider as the Service fees charges for the period of the initial term (11 months) upon signing of this Agreement. The amount stated excludes GST Charges.
2. All the Invoices under this agreement shall be raised in accordance with the rates mutually agreed in writing by the parties hereto from time to time. The client shall make all the Payments mentioned herein subject to receipt of an appropriate tax invoice from the Service Provider.
3. GST and applicable taxes shall be charged extra on all invoices as applicable,
 - i. The Payments made by the Client shall be subjected to all statutory deductions as applicable under the law. All Payments shall be made by the Client as mentioned hereunder.
 - ii. The TDS is to be deducted under section 194J of Income Tax Act, 1961, as per prevailing rate or at lower rate as per “TDS Exemption Certificate/Lower TDS Certificate” issued under section 197(1) of Income Tax Act, 1961 by Income Tax Department.