

The Virtual Space Agreement (hereinafter referred to as the '**Agreement**') is made on this [] day of November [] at Faridabad by and between:

(SPACE NAME) (CIN :.....), a company incorporated under the Companies Act, 2013, having Permanent Account Number AAICB8705C, and having its registered office at **(SPACE ADDRESS)** (Hereinafter referred to as '**(SPACE NAME)**', which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its successors and permitted assigns) acting through its authorized signatory of the **FIRST PART**;

AND

(CLIENT NAME) (COMPANY NAME) S/o (FATHER'S NAME). Having its R/O **(ADDRESS)**. (hereinafter referred to as the '**Client**', which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include his/ her successors and permitted assigns) of the **SECOND PART**;

1. This Agreement

The Client is interested in getting a Virtual Office Services (hereinafter referred to as the Services) from **(SPACE NAME)** at its premise located at **(SPACE ADDRESS)** (hereinafter referred to as the Premise). The whole of the Premise remains the property of the **(SPACE NAME)** and remains in the **(SPACE NAME)** possession and control. The Client acknowledges that this Agreement creates NO tenancy interest, leasehold or other real property interest in the Client's favor with respect to the Virtual Office Services. This Agreement is personal to Client and cannot be transferred to anyone else. **(SPACE NAME)** may transfer the benefit of this Agreement and its obligations under it at any time.

2. 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, 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, **(SPACE NAME)** reserves the right to cancel Services to Client immediately and seek all remedies available by law and in equity for such violations. The Client must only use the service(s) for mailing purposes and use of address on Client stationary, however any physical presence of the Client at the Centre unless additional/ separate membership plan(s) or service(s) are booked by Client, is not permitted.

3. Subscription Fees

Subscription fees are annual and payable in advance at the time of execution of this Agreement. Any dues in the subscription fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, the Client has to pay penalty of an additional 2% penalty every day the payment amount due on Subscription fees.

4. Service Retainer/ Deposit Amount

The Client will be required to pay a service retainer/ deposit fees equivalent to average monthly subscription fee upon entering into this Agreement if it wishes to use Call forwarding and Mail handling features. This amount will be kept separately from Subscription fees. The Client has to replenish the deposit when it reaches the minimum level. When Client terminates the Service, **(SPACE NAME)** will refund the balance of Deposit Amount to the Client.

5. Virtual Address

The Client may also use the address for business correspondence. However, the Client is not

Permitted to use the Virtual Address as their registered office address without getting a prior written permission from **(SPACE NAME)**. The Client may use the Virtual Address for obtaining License from Local Authority only after getting a written permission from **(SPACE NAME)**.

In addition, the Client is entitled to procure GST registration for its business. Any other usage of the Premise Address should not be undertaken by Client without prior written approval of **(SPACE NAME)**. **(SPACE NAME)** shall only provide the following documents to the client for the purpose of registration (a) certified true copy of the Virtual Office Agreement (this Agreement); (b) NOC on **(SPACE NAME)** letter head; and (c) Utility bill in the name of **(SPACE NAME)**.

6. Mail Handling

Client can receive mails at the "Virtual Address". If Client wants **(SPACE NAME)** to receive Registered mails or Certified mails at the Virtual Address, Client has to provide a round seal with its name and virtual address on the same, and also an authorization letter giving **(SPACE NAME)** permission to receive mails on behalf of Client. Only if Client authorizes in written, **(SPACE NAME)** will order a seal in Clients name and keep it in **(SPACE NAME)** custody. In case Client does not provide seal to **(SPACE NAME)**, **(SPACE NAME)** may not be responsible for mails that are not delivered by Indian Postal Service or Private Courier Companies due to non-existence of seal.

(SPACE NAME) can receive up to 10 letters or packages per month free of charge for Client. For additional letters or packages, **(SPACE NAME)** will charge a handling fee of Rs. 25 per letter/ package. **(SPACE NAME)** will not accept packages more than 2 Kg of weight. Client can pick up the mails from the location free of cost. **(SPACE NAME)** is not liable for any mails not collected within 30 days from receipt date.

Client can ask **(SPACE NAME)** to send the package/ letter to its address. For that, Client will have to pay for shipping and handling fees. **(SPACE NAME)** will determine the shipping fees and send an invoice to the Client. If a Deposit Amount is kept by the Client, **(SPACE NAME)** will deduct the Shipping fees from it. If there is no Deposit Amount, **(SPACE NAME)** will ship the item only after payment of the shipping fees.

7. Hours of operation

(SPACE NAME) is open for business from Monday to Friday 9.00 AM to 6.00 PM (IST). **(SPACE NAME)** is also open on Saturdays from 9 AM to 1 PM. **(SPACE NAME)** is closed on public holidays of Faridabad and also on National Holidays.

8. Termination of Service

Client may decide to terminate the service any time, however, in such case no subscription fee will be refunded. Service will be automatically terminated on the expiry date unless the subscription is not renewed. Upon Termination of the account, the Client must cease to use the Virtual Address IMMEDIATELY on its Business cards, websites, stationary, advertising material and registration with third parties. **(SPACE NAME)** deserves the right to take action against those who found in breach of this requirement. **(SPACE NAME)** reserves the right to terminate the services and this Agreement immediately and without any notice if any activity adversely affects **(SPACE NAME)** or its reputation or **(SPACE NAME)**'s normal business operation. **(SPACE NAME)** will also have right to terminate the services if any Client is found to be abusive to the **(SPACE NAME)** staff. **(SPACE NAME)** may terminate the service any time in case Client violates any clause in this Agreement with a written notice of fifteen (15) days.

9. Nature of Business

Client represents and warrants that he/ she/ it is carrying on business, details of which are

given at Annexure-1. The Client agrees with **(SPACE NAME)** not to carry on any business which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of **(SPACE NAME)** whether directly or indirectly for any such purpose or purposes. The Client represents and warrants that no physical business activity is carried on the premise.

If the Client changes nature of business, it must notify **(SPACE NAME)** in writing.

10. Conflicting Business

The Client must not carry on a business that directly or indirectly competes with **(SPACE NAME)** or any company affiliated with **(SPACE NAME)**.

11. Liability

(SPACE NAME) will not be liable for any loss sustained as a result of **(SPACE NAME)** failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of **(SPACE NAME)** interest in the building containing the office. **(SPACE NAME)** 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 courier or postal service.

Further, **(SPACE NAME)** shall not be responsible or liable to the Client for any loss or damage resulting to Client by reason including but not limited to flood, fire, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond reasonable control of **(SPACE NAME)**.

12. Confidentiality

This Agreement including the terms therein are confidential. Neither the Client nor **(SPACE NAME)** 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. Any breach of this provision shall be considered to be a material breach of this Agreement on the part of the Client and shall entitle **(SPACE NAME)** to terminate this Agreement.

13. Specific Acknowledgement: Client agrees and acknowledges that this Agreement is not a rent or lease agreement, and does not confer any tenancy or leasehold rights onto the Client.

14. Governing Law and Dispute Resolution: This Agreement shall be governed by law of India and any local state laws of Haryana. Any dispute arising out of present Agreement shall be subject to jurisdiction of courts at Faridabad, Haryana.

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Client:

Signature :

Name :

Designation/Title :

Date of Sign :

WITNESS 1

Signature :

Name: :

WITNESS 2

Signature :

Name: :

Client's Virtual Address is:

(SPACE ADDRESS.....)

SAMPLE

ANNEXURE – 1

Client to describe about its nature of Business that it is planning to conduct at the Virtual Office in connection with this Agreement (in approx. 200 words):

We are E-Commerce Business seller.

SAMPLE