

## SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is made and executed on this the \_\_\_Day of \_\_\_\_,  
( \_\_ ) at Bangalore, Karnataka.

### **BY AND BETWEEN: -**

**INDIQUBE SPACES LIMITED**(Formerly known as Indiqube Spaces Private Limited, Innovent Spaces Private Limited), presently having its registered office at No. 53, Kariyammanna Agrahara Road, Outer Ring Road, Devarabisanahalli, Bellandur Post, Bangalore – 560103 referred to as “**SERVICE PROVIDER**”, which term wherever the context admits, or permits shall mean and include their heirs, legal representatives, successors, assignees etc., represented by its authorized signatory, \_\_\_\_\_ on the **ONE PART**;

### **AND: -**

\_\_\_\_\_ (GST: \_\_\_\_\_, PAN: \_\_\_\_\_) presently having its registered office at \_\_\_\_\_, referred to as the “**CLIENT**”, which term and expression shall include its group companies, affiliates, subsidiaries, associates and permitted assigns etc. represented by its authorized signatory, **Mr.** \_\_\_\_\_ on the **OTHER PART**.

- A. **WHEREAS**, the **SERVICE PROVIDER** is engaged in the business of providing office space, which inter alia includes setting up and running business centers and other ancillary services and facilities to different individuals, companies and entities.
- B. **WHEREAS**, the **CLIENT** is desirous to use the Work Units (as defined below) for the purpose as provided in greater detail in Annexure – I annexed hereto (“**Permitted Activities**”) in consideration of the Service Fee (as defined below) and the **SERVICE PROVIDER** has agreed to provide the same.
- C. **AND WHEREAS**, the **CLIENT** shall use the Work Unit (as defined below) for all its necessary requirements including but not limited to using the said Work Unit as its new registered office and for obtaining all other necessary registrations as required under law and this Agreement shall serve as valid and binding upon both the Parties for such purposes.

The “**SERVICE PROVIDER**” and “**CLIENT**” may hereinafter collectively be referred to as “**Parties**” and severally as the “**Party**”.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT:**

**1. Term**

The duration of this Agreement shall be for a period of **11** (Eleven) Months (hereinafter referred to as the “**Term**” of this Agreement) commencing from \_\_\_\_\_ (hereinafter referred to as the “**Effective Date**”) till \_\_\_\_\_.

**2. Service**

The **SERVICE PROVIDER** shall provide designated **Office Space** at \_\_\_\_\_ **Floor** of **IndiQube** \_\_\_\_\_ located at \_\_\_\_\_ (“**Work Unit**”) to the **CLIENT** for the Permitted Activities of **CLIENT**’s office. The **CLIENT** shall utilize the Work Unit for the purposes of its business in the manner contemplated under this Agreement.

**3. Service Fee**

The **CLIENT** shall pay in advance, Service Fee of INR \_\_\_\_\_/- (**Indian Rupees One Thousand Only**) (“**Service Fee**”) plus applicable taxes to the **SERVICE PROVIDER**.

**4. Payment Terms:**

The **CLIENT** shall pay the aforementioned Service Fee to the **SERVICE PROVIDER** within 3 (Three) days from the date of receipt of the invoice that would be raised by the Service Provider. Further, payments shall be in accordance with all applicable laws and taxes, by means of any NEFT or RTGS payment systems, to the account designated by the **SERVICE PROVIDER** to the **CLIENT**.

**5. Applicable Taxes and Tax Deductions/Collections:** The Service Fee that may be made to the Service Provider in terms hereof are exclusive of all applicable taxes.

**6. Permitted Use of the Work Unit:** The Client represents that it shall use the work unit/s under this Service Agreement for the Permitted Activities; Upon expiry/termination of this Agreement, the Client shall take all the necessary steps to update the concerned Government Departments including but not limited to ROC, GST, Income Tax, Labour Law Department, Local Authorities, etc. on such termination of the Agreement and shall discontinue using the Building as its business/registered office and submit relevant documents to the Service Provider in respect of the same.

7. The Client shall make available with the Service Provider a copy of the below mentioned documents for compliance purpose on or before the date of execution of this agreement.

- i) KYC form dully filled & signed
- ii) Pan Card of Company
- iii) GSTIN of company or declaration letter for not having GSTIN
- iv) TAN of company or declaration letter for not having TAN
- v) Certificate of Incorporation of company/LLP (others not required).

- vi) Copy of PAN of Authorised Signatory
  - vii) Copy of Aadhaar of Authorised Signatory
8. **Termination:** During the Term, if the Client terminates the Service Agreement, no refund of the Service Fee shall be provided to the Client.
  9. **No Tenancy/ Lease:** This Agreement is a mere permission to the **CLIENT** to use the facility for its office purpose and shall not be construed as Tenancy/Lease/sub-letting/license or any other rights or interest etc.
  10. **Stamp duty:** The cost of the stamp duty and any other registration charges, if any, on this Agreement shall be borne by the **CLIENT**.
  11. **Dispute Resolution:** Any difference or dispute between the parties arising under this Agreement shall be resolved amicably.
  12. **Jurisdiction:** The courts in Bengaluru, Karnataka shall have appropriate jurisdiction in the event the parties fail to settle the disputes amicably.

**IN WITNESS WHEREOF THE SERVICE PROVIDER AND THE CLIENT HAVE AFFIXED THEIR SIGNATURES TO THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESSES: -**

**FOR INDIQUBE SPACES LIMITED**  
(Formerly known as Indiqube Spaces Private Limited, Innovent Spaces Private Limited)

Name:  
Designation: Authorized Signatory  
Signature: \_\_\_\_\_

**FOR** \_\_\_\_\_

Name: Mr. \_\_\_\_\_  
Designation: Authorized Signatory  
Signature: \_\_\_\_\_

## ANNEXURE – I

### **PERMITTED ACTIVITIES**

- Receiving of courier and package during the permitted operating hours of the Work Unit;
- Collection of courier and packages by the Clients authorized signatory during the permitted operating hours of the Work Unit;
- Use of the address of the Work Unit on the Business visiting cards and Letter head only as mailing address and for communication purposes; and
- Use of address of the Work Units for registration purposes with statutory authorities and applicable law.

**SAMPLE**