

THIS CONTRACT/AGREEMENT made and entered on this

BY AND BETWEEN

Mr. Waqar Azmi, having his permanent residence at B- 804, Royal Classic, Off new link Road, Andheri West – 400053. (Hereinafter referred as "the First Party" and “the owner”)

AND

(**Company Name**) having his permanent residence at (**Residential Address**).and duly represented through its Authorised signatory (**Clint Name**) (Hereinafter referred as "the Second Party" and "the Client")

WHEREAS the First Party and the **Second Party** are collectively referred to as "the Parties" and individually as "the Party"

WHEREAS the Second Party desires to use the office space located at Unit no.611, Reliables Pride, Anand nagar, Opp Heera Panna mall, Jogeshwari (W), Mumbai - 400102.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements provided below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to following **terms and conditions** set out as on 19th January day 2022

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, Owner reserves the right to cancel Services to Client immediately and seek all remedies available by law and in equity for such violations.

The whole of the Premise remains the property of the Owner and remains in the Owner's possession and control. This Agreement is personal to Client and cannot be transferred to anyone else. Owner may transfer the benefit of this Agreement and its obligations under it at any time.

USAGE OF ADDRESS

The Client may use the address for business correspondence.

The client can only use it as a “Principal Place of Business Address” for any commercial legal licenses.

RENT / SUBSCRIPTION FEES

Rent / 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. For late payments, Client has to pay an additional 2% penalty every day, the payment amount due on Rent / Subscription fees. This payment shall only be made in advance and no EMI payments shall be permitted. No Loan or credit or credit period is provided.

TERM

This agreement shall be valid for a period of 12 months only, if not specifically cancelled by following the due procedure as mentioned in this agreement, it would amount to implied renewal.

INDEMNITY

The client shall be responsible for compliance with all the necessary provisions of the Companies Act, GST / other relevant laws, and hereby agrees to indemnify and keep and hold Owner 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.

The Client agrees not to take any loan or credit card and the owner is indemnified from any liability of the client of any manner.

TERMINATION OF SERVICE

Client may decide to terminate the service any time. Service will be automatically be renewed on the expiry date unless the subscription is terminated. If the Client wants to terminate this agreement, then the Client needs to express their intention in writing and provide a notice period of 1 month, for the Service Provider to complete all the legal formalities, regarding withdrawal of the address from the respective portals. Upon Termination of the account, the Client must cease the use of Address and any Phone Numbers issued IMMEDIATELY from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc.

If the client used the Address for Registration with ROC, GST Authority, Banks etc, it has to change the address within 30 days after termination of service. Owner deserves the right to take action against those who are found in breach of this requirement.

Owner reserves the right to terminate the service and this agreement without notice for any Client whose activity might adversely affect Owner reputation or Owner's normal operation. Owner will terminate the service anytime incase Client violates any clause in this agreement, or Client's activities are reported to be fraudulent.

LIABILITY

Owner will not be liable for any loss sustained as a result of Owner failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Owner interest in the building containing the office. Owner 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.

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 Owner or any co-worker sharing space within the abovementioned premises. 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 Owner.

Similarly Owner 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. Owner agrees that during the Term of this Agreement and thereafter Owner shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client.

If Owner transfers its business or any business segment that provides services to Client, Owner is authorized to transfer all user information to Owner's successor.

OWNERSHIP

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Owner and/or its licensors and Owners 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 Owner. Upon termination of account for any reason, such number may be re-assigned to another client.

NO WAIVER

Signature shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by Signature of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

FORCE MAJEURE

Neither Party shall be liable nor responsible for any damages in any manner whatsoever for any failure or delay to perform or fulfill any of their obligations under this Agreement when such failure or delay is due to fire, riot, strike, lockout, war, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm, acts of God, omissions or acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities, including changes in law, regulations or policies of the Government, regulatory authority acts beyond the control of the Parties, or for any other reasons which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence. Nothing herein shall apply to payments that Parties are obligated to make under this Agreement.

NO MODIFICATION

This Agreement may not be modified, altered or changed except by mutual agreement between both Parties expressed in writing

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior proposals, conditions, warranties, understandings, agreements or representations whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced into writing and signed by or on behalf of each Party.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws applicable to the Republic of India

If any dispute arises as to the terms of this Agreement, the Parties agree to select a mutually acceptable neutral third party to help them mediate within 1 (one) month from delivery of notice by one Party to the other Party.

If the mediation is unsuccessful, the parties agree that the dispute shall be decided by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final. Costs and fees (other than any attorney's fees) associated with the arbitration shall be shared equally by the Parties.

Each party shall be responsible for its attorneys' fees, travel costs and miscellaneous expenditures of Parties associated with arbitration. The venue and seat of arbitration shall be Mumbai.

The Parties irrevocably submit to the exclusive jurisdiction of a competent court in Mumbai and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. The cost of arbitration proceedings shall be equally borne by both the parties.

Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings

SEVERABILITY:

In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation or if for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

PENALTY

If you cause any damage to the property of this premises, then you shall be liable to pay a penalty of 25,000, provided this penalty may vary depending upon the quantum of default by the Client.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Payment Terms and tenure

Agreement Period: 12 Months

Rent: (Amount)

Agreement is valid from: (Start date & End Date)

Client's Address will be:

Unit no.611, Reliabels Pride, Anand nagar, Opp Heera Panna mall, Jogeshwari (w), Mumbai -400102

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

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Client:



:

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Signature

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Name

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Designation/Title

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Date of Sign

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For Owner:



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Signature

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Name :
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Designation/Title :
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