OFFICE SPACE SERVICE AGREEMENT

This SERVICES AGREEMENT ("Agreement") made on 1st October 2024 between company name (hereinafter referred to as company name) having its office address <office address> and <2nd party name> through its <director name>, R/o – address (hereinafter referred to as "Client").

THE NATURE OF THE AGREEMENT

Client is interested in getting a Virtual Office Services (hereinafter referred to as the Services) from First party at its premise located at

The whole of the Premise remains the property of the First party and remains in the First party possession and control. Client acknowledges that this Agreement creates NO tenancy interest, leasehold, or other real property interest in Client's favor with respect to the office address program. This Agreement is personal to Client and cannot be transferred to anyone else. First party may transfer the benefit of this Agreement and its obligations under it at any time.

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

SUBSCRIPTION FEES

Subscription fees are payable in advance. 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, Client has to pay an additional 2% penalty every day the payment amounts due on Subscription fees.

OFFICE ADDRESS

The Client may also use the address for business correspondence i.e., registration of Private Ltd. Company / LLP & for GST Registration and mailing address. However, the Client is not permitted to use the Virtual Address as their registered office address without getting a prior written permission from First party. Client may use the Virtual Address for obtaining License from Local Authority only after getting a written permission from First party.

MAIL HANDLING

SAMPLE

Client can receive mails at the “Office space Address”. If Client wants First party to receive Registered mails or Certified mails at the office Address, Client has to provide a round seal with its name and office address and an authorization letter giving First party permission to receive mails on behalf of Client. If Client permits us, First party will order a seal in Client’s name and keep it in First party custody. In case Client denies seal, First party may not be responsible for mails that are not delivered by Indian Postal Service or Private Courier Companies due to nonexistence of seal. First party can receive up to 5 letters or packages per month free of charge for Client. For additional letters or packages, First party will charge a handling fee of Rs. 50 per letter / package. First party 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. First party is not liable for any mails not collected within 30 days from receipt date. Client can ask First party to send the package / letter to its address. For that, Client will have to pay for shipping and handling fees. First party will determine the shipping fees and send an invoice to the Client. If a Deposit Amount is kept by the Client, First party will deduct the Shipping fees from it. If there is no Deposit Amount, First party will ship the item only after payment of the shipping fees.

MAIL ADDRESS - TERMS OF USAGE

The Lessee/Client is permitted to use the Office Address for mailing correspondence purposes provided the Lessee/Client bears the responsibility for compliance with all the necessary provisions of the official communication, courier, and postal deliveries. However, this address shall not be used for business registrations, trade licenses, GST registration, bank account opening, or as the primary registered office address with MCA/ROC.
The Lessee/Client is not permitted to avail any credit facility, whether relating to any loans or any other forms of credit line, on this address either directly or indirectly.
The Lessee is not permitted to use the office address to purchase/rent/lease any vehicles including Fuel and Non-Fuel (Electric) vehicles.
The Lessee is not permitted to use the office address to obtain any Import-Export licenses..

HOURS OF OPERATION

First party is open for business from Monday to Saturday 10.00 AM to 7.00 PM IST. We are closed on Major public holidays of Delhi. Support services will be available only during business hours.

TERMINATION OF SERVICE

Client may decide to terminate the service any time. 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 Office Address on the above-mentioned services. First party deserves the right to take action against those who found in breach of this requirement.
First party reserves the right to terminate the service and this agreement without notice for any Client whose activity might adversely affect First party reputation or First party’s normal operation. First party will terminate the service if any Client found to be abusive to the First party’s staff.
First party may terminate the service any time in case Client violates any clause in this Agreement.

SAMPLE

NATURE OF BUSINESS

Client has to explain its nature of business in writing on this agreement. The Client agrees with First party not to carry on any business which could be construed illegal, defamatory, immoral, or obscene and agrees not to use the address of First party whether directly or indirectly for any such purpose or purposes.
If the Client changes nature of business it must notify First party in writing.

CONFLICTING BUSINESS

The Client should not directly or indirectly or though agents operate a business that competes with First party's business of providing serviced offices and offices address, shared conference rooms and meeting rooms.

LIABILITY

First party will not be liable for any loss sustained as a result of First party failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of First party interest in the building containing the office. First party 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. Further, First party 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, or any other cause which is beyond reasonable control of First party.

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 First party. 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 First party. Similarly, First party 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. First party agrees that during the Term of this Agreement and thereafter First party shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client. If First party transfers its business or any business segment that provides services to Client, First party is authorized to transfer all user information to First party's successor.

SAMPLE

OWNERSHIP

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the First party and/or its licensors and service providers except where expressly stated otherwise.

CONFERENCE & OFFICE ROOM USAGE

First party entitles Clients to hire offices, meeting rooms and conference services ("Facilities") on daily or hourly basis. Use of any Facilities will be subject to: Availability of the facilities; Payment of all fees and charges incurred in reserving and/or using the facilities; and Compliance with the terms and conditions and/or house rules from time to time applicable to the facilities. Unless otherwise agreed in writing, settlement of all fees and charges incurred in reserving and/or using the facilities is to be made by Client prior to use and shall not be considered guaranteed until written confirmation has been provided to Client.

DAMAGES WAIVER

Client hereby authorizes First party to charge initial applicable reservation fees and any applicable variable fees including fees incurred for any potential damages.
You will not damage, deface or alter the meeting space, furniture, furnishings, walls, ceilings, floors, equipment or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the meeting space or the common area facilities. You will not cause damage to any part of the building or our property or disturb the quiet enjoyment of any licensee or occupant of the building. At end of your reserved time, the meeting space assigned to you will be in as good condition as when you first occupied it, normal wear and tear excepted and we may apply additional charges in case of any damage to the facilities. We retain the right to enter your reserved meeting space to inspect it, to make repairs and alterations as we reasonably deem necessary and the cost of any repair resulting from an act or omission by you or your employees, guests and invitees will be reimbursed to us by you upon demand. You assume all risks of loss with respect to your personal property and the personal property of your agents, employees, contractors and invitees, within or about the facilities. You agree to waive any and all acts of recovery against us, or our directors, licensors, officers, agents, servants and employees, for loss of, or damage to your property or the property of others that is under your control to the extent of such loss or damages covered or required to be covered by any insurance policy.

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<Client name>
Registered Office Address is:
<office address>
DESK NO.-

Rental Charges:

The same amount will have to be paid again for next year's run.

THIS IS A FORMAL AGREEMENT ON FIRST PARTY'S TERMS AND CONDITIONS. THIS IS NOT A LEASE OR DEED OR CAN NOT BE USED AS LEASE AGREEMENT. I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Client:
Signature : …….
Name : …….
Designation/Title : …….
Date of Sign : …….

WINTNESS 1
Name: -
Address: -
Mobile Number: -
Aadhar No.: -
Signature: -

WINTNESS 2
Name: -
Address: -
Mobile Number: -
Aadhar No.: -
Signature: -

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):
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