

RENT CUM SERVICE AGREEMENT

This **Rent cum Service Agreement** is made and entered into as of **(01/08/2025)**, the **First day of August Two Thousand and Twenty-Five** (The “Effective Date”) at **BENGALURU**:

BY AND BETWEEN

SPACIO WORKSPACE, having its registered office at No.7 Sree Devi Complex, North Anjaneya Temple Street Basavanagudi Bengaluru, Karnataka, 560004, represented by its Proprietor Mr. **Shanmuganathan Somashekar**, hereinafter referred to as the “**Service Provider**” (which expression unless it be repugnant to the context or meaning thereof, shall mean and include its successors, legal heirs, legal representatives and assignees) being the Party of the **FIRST PART**;

AND

Heboga Confections India Private Limited Represented By **Mirza Mohammed Ather**, Aged about 35, S/O: Mirza Mohammed Ali, residing at No 11, aga abdullah street, Richmond town, Bengaluru, Karnataka - 560025 hereinafter referred to as “**the Tenant**”(which expression unless it be repugnant to the context or meaning thereof, shall mean and include its successors in title and permitted assignees) being the Party of the **SECOND PART**.

The Service Provider and Tenant are hereinafter jointly referred to as the “**Parties**” and shall individually be referred to as a “**Party**”.

WHEREAS:

1. The Service Provider has acquired the right to possess, refurbish and subsequently sub-let the Scheduled Property (as defined below in Annexure A) for business/commercial purposes by virtue of a lease deed dated 30th December 2024. By virtue of acquiring this right in the Scheduled Property, the Service Provider can also sub-let the Demised Premises (as defined below).

2. The Tenant, being in need of a suitable premise for conducting its business, approached the Service Provider and expressed the desire to acquire the right to use the Demised Premises as its registered office.
3. The Service Provider has agreed to (a) grant the Tenant a right to use the Demised Premises as its registered office and (b) provide such services as detailed below in relation to the occupation of the Demised Premises by the Tenant on the terms and conditions agreed by and between the Parties herein as stated below;

NOW THEREFORE THIS AGREEMENT RECORDS AND WITNESSES THE TERMS AND CONDITIONS WHICH ARE HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. CONFIRMING RECITALS

The Parties hereby confirm that all that they have stated/represented in the above recitals is true and correct and record that they have entered into this Agreement believing and accepting in good faith the truth and correctness of their respective statements and representations therein.

2. DEFINED TERMS

Definitions: In this Agreement, the following terms, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the following meanings assigned to them herein below:

"Scheduled Property" shall mean the entire premises more particularly described in Annexure A to this Agreement.

"Demised Premises" shall mean the specific portion of the Scheduled Property, as more particularly described in Annexure B, that is being leased/rented out by the Service Provider to the Tenant under this Agreement.

"Due Date" is the date by which the Tenant shall pay the Service Fee to the Service Provider.

“Force Majeure” shall mean to include any of the following events or conditions that directly or indirectly hinder, limit or make impracticable the performance by a Party of any of its obligations under this Agreement including acts of god, war (declared and undeclared), terrorist attacks, riots, civil disturbance, strikes, fire, earthquake, explosion, floods, sabotage or any other event reasonably beyond the control of the Party including but not limited to any notice, order, rule or notification of the government, municipal corporation or any other public or competent authority or of the court that prevents the Party from performing its obligations, provided that the Party claiming the benefit of the Force Majeure had taken all potential steps to mitigate the occurrence or effect of such Force Majeure event(s);

“Commencement Date” will be the First day of August, Two Thousand and Twenty-Five (1/08/2025);

“Expiration Date” shall be the First day of July, Two Thousand and Twenty-Six (1/07/2026).

“Term” is such term which shall be from the Commencement Date till the Expiration Date, or any other period that the parties mutually agree to;

“Security Deposit” shall mean a refundable and interest-free deposit which the Tenant shall pay/keep deposited with the Service Provider to secure due observance, performance, and compliance by the Tenant of all the terms and conditions of the Agreement in respect of the Demised Premises;

“Service Fee” shall mean the amount of **INR 3500/- (Rupees Three Thousand Five Hundred Only) plus 18 % GST** payable by the Tenant in advance to the Service Provider on or before the 5th day of every month from the Commencement Date for the Services provided by the Service Provider;

“Annual Increment” shall mean an increment of the Service Fee by 10% after completion of 11 months from the commencement date.

“Services” shall mean such services provided by the Service Provider, including those set out in Clause 3; and

“Taxes” means all forms of taxation and statutory, governmental, and municipal charges, duties, and levies, wherever chargeable and whether originating from the Republic of India or any other jurisdiction; and any related penalty, fine, or surcharge.

3. OBLIGATIONS OF THE SERVICE PROVIDER

Subject to the terms and conditions of this Agreement, and any other policies that the Service Provider may make available to the Tenant with prior notice from time to time during the Term, the Service Provider will use commercially reasonable efforts to provide to the Tenant the Services as described below:

- 3.1. Access to and use of the Demised Premises;
- 3.2. Regular maintenance of the Demised Premises;
- 3.3. Furnishings for the Demised Premises of reasonable quality and in quantity typically provided to similar office spaces, and workstations.
- 3.4. Electricity for reasonably acceptable office use;
- 3.5. Access to and use of Internet services available at the Demised Premise.
- 3.6. Inform the tenant of any document received through courier/post/hand delivered at the demised premises in the name of the tenant.

4. SERVICE PROVIDER’S RESERVED RIGHTS

- 4.1. The Service Provider is entitled to access the Demised Premises in connection with the provision of the Services for safety or emergency purposes without any notice.
- 4.2. The Service Provider reserves the right to alter the Demised Premises, provided that the Service Provider will not do so in a manner that substantially decreases the square footage of the Demised Premises or related amenities.

4.3. The Service Provider may also modify or reduce the list of Services or furnishings provided at any time, subject to the mutual agreement of the Parties.

5. TERM AND TERMINATION

This Agreement is valid during the Term and is subject to renewal on the basis of the written agreement of both Parties. The Tenant shall not be entitled to terminate this Agreement during the Lock-in Period for reasons other than for a fundamental breach of any of the representations and warranties furnished by the Service Provider in this Agreement. This Agreement may be terminated by the Tenant without cause after the expiry of the Lock-in-Period by

- (a) providing **01 month's** notice in writing addressed to the Service Provider or
- (b) making the payment of **01 month** Service Fees in lieu thereof.

Either Party may terminate this Agreement for a material breach by the other. Such termination for breach shall be on the basis of a prior written notice of at **least thirty (30) days**, during which the defaulting Party shall be given the chance to cure the alleged breach. If such breach remains uncured, then the termination shall become effective subject to the non-defaulting Party choosing not to waive off the termination in its discretion.

Notwithstanding anything contained in this Agreement, the Service Provider may terminate this Agreement for any reason whatsoever by providing **30 days' written notice**.

6. SERVICE FEE AND PAYMENTS

The Tenant shall pay in advance the Service Fee to the Service Provider within the first Five days of each month of the Term.

After completion of **every 11 months** from the commencement date, the service fee will be increased by an **Annual Increment of 10%**.

The Tenant shall be liable to pay all Taxes that may be levied/ payable on the Service Fee, including GST (if applicable).

However, any Taxes applicable to the ownership of the building shall be borne by the Service Provider. All municipal/ property taxes and any other Taxes payable to any statutory authorities or departments will be borne by the Service Provider during the subsistence of this Agreement.

The payment of the Service Fee shall be subject to TDS deductions at applicable rates, and the Tenant shall submit the consequent TDS certificates to the Service Provider at the end of each financial year. In the event of full exemption or a lower TDS exemption obtained by the Service Provider, the Tenant shall co-operate and shall not deduct or shall deduct TDS at such lower rates, as the case may be, subject to relevant documentary evidence being furnished by the Service Provider to the Tenant in this regard.

Late Payment of service fees or any other fees: In the event of delay in making payment of the service fees or any other fees as and when payable to the service provider, the tenant shall be liable to pay interest on the amount due at the rate of **5% per month**. In case the payment is made by cheque or credit cards, the tenant shall be liable for any decline of such transactions or dishonourment of such cheques and then shall be liable to pay the penalties charged by the bank for such failed transactions.

7. TENANT'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Tenant represents and warrants as follows:

The Tenant shall not do or suffer to be done anything in the Demised Premises, which can prejudice the rights of the Service Provider as a lessee of the Scheduled Property in any manner whatsoever;

The Tenant shall not do, cause, allow, or permit to be done in or around the Demised Premises any activity that is illegal, immoral, or anti-social in nature; The Tenant cannot further license any portion of the Demised Premises to any third party;

The Tenant shall not store or allow to be stored in the Demised Premises any goods, articles or things of hazardous, inflammable explosive, corrosive, toxic or combustible nature, without securing all statutory permissions and only after fully implementing safety regulations required for the said purpose and taking all the safety measures as may be recommended by the concerned authorities;

The Tenant shall maintain the Demised Premises in a good condition till the expiry or earlier termination of the Agreement and shall vacate and hand over the same in good condition. If any structural damages are caused to the Demised Premises or to any part thereof for any reason attributable to the Tenant, the Tenant shall at its own cost, charges and expenses repair and restore the same to its original condition. In case the same is not restored, then the Tenant shall pay compensation to the Service Provider towards any damage done which compensation if not paid, the Service Provider shall be entitled to deduct such amounts from the Security Deposit; and

The Tenant shall comply with all applicable laws in relation to :

- (a) the performance of its obligations under this Agreement and
- (b) the conduct of its business at the Demised Premises.

8. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Service Provider represents that: The Service Provider has valid rights in its capacity as a lessee of the Scheduled Property and has all the necessary authority and capacity to enter into this Agreement; The Scheduled Property is free from all kinds of encumbrances and that the same is sanctioned for commercial usage. The Tenant shall however, be allowed to verify the sanctions/approvals received by various departments/authorities for commercial usage of the property only on written requests made one week before such inspection/ verification; The Service Provider is entitled to source and procure electricity to the Scheduled Property and has the necessary consents and

approvals for installing and operating power backup equipment; and the Service Provider shall comply with all applicable laws in relation to

- (a) the performance of its obligations under this Agreement and
- (b) the discharge of its duties while performing the Services hereunder

9. NO RESIDENCY

That the demised premise is a commercial facility, and it is agreed by the tenant that the said premises shall not be allowed to establish a personal residence. It is understood, accepted, and agreed by the tenant that he is not a residential tenant at the demised premises.

10. CONFIDENTIALITY AND NON-DISCLOSURE

It is highly possible that during such period in which this agreement is in force and/or during the use of the Services of the Service Provider by the tenant, the tenant may be exposed to certain or many Confidential Information of the Service Provider or of its Members.

“Confidential Information” includes, but is not limited to, information about business, sales, operations, know-how, trade secrets, technology, products, and financial information. Confidential Information shall also mean any/ all information, in whole or in part, that is disclosed, during the services in the demised premises or Scheduled property, by Spacio Workspace, or any other tenants of the Schedule Property or user of the Services, or any employee, affiliate, or agent thereof, that is non-public, confidential or proprietary in nature.

The tenant agrees and undertakes to keep such information strictly confidential and not to disclose confidential Information to any third parties and not to use any such information in any way, directly or indirectly, detrimental to Spacio workspace, or any other tenants in the Scheduled Property.

11. PROHIBITED CONDUCT, USE, AND ACTIVITIES AT THE DEMISED PREMISES

The Tenant agrees and undertakes not to engage in, permit, or condone any activities or conduct at the Demised Premises that may threaten, defame, harass, abuse, or otherwise violate the legal rights or well-being of any other person, whether such persons are other tenants, occupants, visitors, agents, employees of the Landlord, or members of the public. This includes, but is not limited to:

Verbal or written threats of harm or violence directed towards others.

Any derogatory, false, or malicious statements or communications intended to damage the reputation of another person (defamation), whether spoken (slander) or written (libel).

Harassment in any form, including but not limited to unwanted or hostile behaviors involving physical, verbal, or electronic communications that cause distress or alarm to others.

Physical, emotional, or psychological abuse of any person, whether through actions or words, including but not limited to intimidation, bullying, or coercion.

Any other conduct, act, or omission that infringes upon the rights, safety, comfort, privacy, or security of others as provided under applicable law.

12. STAMP DUTY AND REGISTRATION/LEGAL FEES

Each Party will bear its own legal costs. The Tenant shall bear and pay the adjudication fees, stamp duty, registration, and other incidental fees for duly stamping and registering this Agreement. The Service Provider shall co-operate with the Tenant for completing the registration formalities in the office of the

concerned Sub-Registrar of Assurance, which shall be completed as far as possible within 15 days from execution of this Agreement, if necessary.

13. NOTICE

It is specifically accepted and acknowledged by the tenant that the service Provider shall primarily communicate through a registered E-mail address(es) with the tenant. In the event the primary E-mail ID is compromised due to any reason whatsoever, then it shall be the responsibility of the tenant to apprise the service provider of such event and shall replace the same with another valid email ID. In addition to the above, any notice required to be served by any Party hereto to the other Party shall be deemed to be served upon, if hand delivered against acknowledgement or sent by Registered/Speed Post with the address of the Parties stated herein above. In case of any change in the address of the party, it shall be the responsibility of the parties to inform the other party accordingly about such changes.

14. SUBORDINATION

This Agreement is subject and subordinate to the Service Provider's lease with the landlord of the Scheduled Premises and to any supplemental documentation and to any other agreements to which the lease with such landlord is subject to or subordinate.

15. RENTAL CUM SERVICE AGREEMENT

The original RENTAL CUM SERVICE AGREEMENT Signed by both the parties is with the Service Provider and a Copy of the same Signed by both the parties is with the tenant.

16. WORKSPACE TIMING AND OPERATING HOURS

The coworking space will be open for use during the following hours:

1. Regular Business Hours: Monday to Saturday, 9:00 AM – 9:00 PM
2. Weekends & Public Holidays: Sunday, 9:00 AM – 5:00 PM

Any access beyond these hours will require prior approval from the Service Provider

17. WORKSPACE USAGE AND CONDUCT

The Tenant must maintain professional decorum and ensure that noise levels (including phone calls) do not disturb others.

2. The Tenant must keep their workspace clean and organized.

3. Meeting rooms must be booked in advance with an additional hourly charge of Rs. 250/ hour.

4. Common areas, including lounges and pantries, are for shared use and should be left clean after use.

18. INTERNET

The Service Provider shall furnish high-speed internet access for the Tenant's use. The Tenant shall not engage in any illegal online activities, including but not limited to unauthorized data access, hacking, or torrenting. The Service Provider reserves the right to impose bandwidth limits if necessary

19. SECURITY & SURVEILLANCE

The premises shall be monitored via CCTV for security purposes. The Service Provider shall not be liable for the loss of personal belongings. The Tenant shall be responsible for securing their valuables. Any suspicious activity shall be reported to the management immediately.

20. ALTERATIONS

The Tenant shall not make any structural alterations, installations, or modifications to the Premises without prior written consent from the Service Provider. Any approved changes must be restored to their original condition upon vacating the Premises unless otherwise agreed.

ANNEXURE A

DESCRIPTION OF THE SCHEDULED PROPERTY

Spacio Workspace is a 1400 sq ft co-working space situated at No 7 old PID/KHATA NO.49-65-7, Sree Devi Complex, North Anjaneya Temple Street, Basavanagudi, Bengaluru, Karnataka - 560004. Spacio workspace has 11 dedicated cabins with 40+ seats and 12 open desk seats.

ANNEXURE B
DESCRIPTION OF THE DEMISED PREMISES

1. Desk No 2

Capacity: 1 workstation, 1 Chair, 1 Storage Unit,

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS RENT CUM SERVICE AGREEMENT ON THE DAY, MONTH, AND YEAR FIRST HEREINABOVE WRITTEN IN THE PRESENCE OF THE WITNESS AT BENGALURU.

WITNESSES:

1) .

SHANMUGANATHAN SOMASHEKAR
SPACIO WORKSPACE
(Service Provider)

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