**Agreement of Business Services**THIS AGREEMENT OF BUSINESS SERVICES made at \_\_\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 200\_\_\_ BETWEEN A.B.C. proprietor of
M/s.A.B.C. Business Centre, of \_\_\_\_\_\_\_\_\_, Indian Inhabitant, having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called **“THE PROPRIETOR”** (which expression shall unless it be repugnant or contrary to the meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the ONE PART; and XYZ, also of \_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, having address at \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called **‘THE CLIENT’** (which expression shall unless it be repugnant or contrary to the meaning thereof shall mean and include his heirs, executors and administrators) of the OTHER PART;

WHEREAS:—

(a) The proprietor is the absolute owner of the premises being No.\_\_\_\_\_\_\_, admeasuring \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sq.ft. situate
at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as **“the said Premises”**);

(b) The Proprietor has furnished the said premises and has installed furniture, fixtures and fittings, Air conditioners, Computers, photo copying Machine and Communication System therein and has also provided other amenities and convenience which are hereafter collectively referred to as **“the said business facilities”** (list of furniture, fittings, air-conditioners, electrical installation etc. is attached herewith).

(c) The Proprietor is running a business services centre to provide ready common office facilities and services including office arrangements, messages and address facilities and other services in the said premises and permit interested parties who are interested in availing on sharing non-exclusive basis ready office working arrangement, the said facilities and services in common with other parties to conduct their respective businesses on similar basis by means of facilities and services allotted to them in the said office premises.

(d) The client has approached and requested the proprietor to permit the client to use the Business Service Facilities in a portion of the said premises namely 200 sq.ft. of built up area.

(e) The Proprietor has agreed to provide **“Business Service Facilities”** to the Client upon the terms and conditions hereinafter mentioned.

NOW IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:—

1. The Proprietor shall make available to the Client business service facilities, amenities and convenience in a portion of the said premises for a period of eleven months commencing on and from the \_\_\_\_ day of \_\_\_\_\_\_\_\_ 200\_\_\_\_ on the terms and conditions appearing hereinafter.

2. In consideration of the client being granted the benefits of the business service facilities by the Proprietor of Business Centre, the Client shall pay to the proprietor a sum of Rs.\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) per month as and by way of service charges or fees without any reduction or deduction to be paid in advance on or before the 10th day of each month for which the same is due. In case of any delay the client shall pay to the Proprietor interest @ of 15% per annum on the outstanding amount for the delayed period. The aforesaid service charges/Fee shall be inclusive of electricity charges, property taxes and water charges but excluding of telephone and fax bills which will have to be paid by the client to the proprietor on actual basis. If there is any increment in taxes the same shall be borne by the client.

3. The Client shall on execution hereof deposit an amount of Rs.\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ only) with the Proprietor as and by way of refundable Security Deposit to be held by the Proprietor free of interest and the Proprietor shall return the said deposit to the Client on expiry of the tenure under this agreement after deducting any amount due and payable by the Client to the Proprietor or on expiry of this agreement by efflux of time or on earlier determination under the terms mentioned herein. The Proprietor shall repay the said deposit after permissible deductions (if any) only against the Client removing itself its goods, articles and staff from the said premises and not otherwise.

4. In the event the Client desires to bring in its own additional facilities, amenities, equipments, fittings, telephones/equipments, computers, telemachines, fax machines or other articles at its own cost, amount and expenses, the Client shall be allowed to do so only with prior express permission in writing of the Proprietor, which shall not be unreasonably withheld.

5. The Proprietor has agreed to render the following services to the Client in the said premises—

(a) The Client shall use the Business Centre Facility for itself, its employees, customers and visitors as may be required for the Client’s *bonafide* business interest only.

(b) The Client shall be permitted to use the telephone and fax lines installed in the said premises and shall pay for the same on actual basis during the subsistence of this Agreement.

(c) The Proprietor shall provide to the Client further facilities which at his sole discretion he considers necessary. The Proprietor shall be entitled at his sole option to employ or engage on Contractual basis such number and grade of employees for carrying out the aforesaid services.

(d) The Client shall use the said portion of premises and facilities provided therein by the Proprietor with due care and caution and shall make compensation for any damage done or for any articles missing (reasonable wear and tear excepted). The Client shall not make any alterations or additions in the said premises without specific and written consent of the Proprietor.

6. The Client shall ordinarily be permitted to use the said portion of premises between 8.00 A.M. in the morning to
8.00 P.M. in the evening on week days and from 8.00 A.M. in the morning to 2.30 P.M. in the afternoon on Saturdays. The Proprietor shall not provide the said facilities on Sundays and Bank Holidays and normally the Business Centre shall remain closed on those days. The Proprietor shall alone be in Control and charge for keeping the said premises opened and making available the said portion together with facilities to the Client. However, on special request of the Client, the Proprietor may at his sole discretion provide the said facilities to the Client on non-working days or outside working hours. In the event of non-payment or delayed payment the proprietor shall be fully entitled to disconnect and/or suspend the said services to
the client.

7. The Client is allowed to carry on his permissible Commercial activities in the said premises subject to the terms and conditions of this Agreement.

8. The Client shall be allowed to display his name board outside the said premises along with the name board of the Proprietor, his associates and/or his other Clients who may be also using the Proprietor’s Business Centre facilities.

9. In the event of the Client committing any breach of the terms and conditions herein contained and failing within fifteen days to rectify or make good such breach on receipt of notice in writing from the Proprietor, then the Proprietor shall be entitled to terminate this Agreement in which event the Client shall cease to use the said premises and facilities on expiry of fifteen days from the receipt of notice of such termination.

10. On the expiry of duration of the period as provided in this agreement and/or earlier termination of this agreement by the Proprietor, the Client shall remove himself and the persons using the said Premises as also all their belongings, articles and things from the said premises and until such time the Client shall be liable and hereby agrees to pay to the proprietor compensation and/or mense profit of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) per day for the use of the said premises. The Client’s liability to pay the aforesaid compensation per day shall be unconditional and absolute and in no case and in no circumstances he shall be entitled to dispute the same. The said compensation shall be payable every day and in case of default the client shall pay to the Proprietor interest @ of 15% per annum on such amount. If the client fails to pay the aforesaid compensation per day, in that event the Proprietor shall be entitled to adjust the same against the said security deposit.

11. The client hereby covenants with the proprietor as under:

(a) To pay regularly and punctually as provided hereinabove the fee/service charges and other amounts payable by him.

(b) To use the business centre facilities therein for the purpose of business only and use the said premises/facilities in a prudent manner.

(c) Not to injure or harm any of the walls, partition walls, flooring and ceiling of the said premises or any of the proprietor’s furniture, fixtures, fittings and articles therein and to keep the same in good order and condition (save and except reasonable wear and tear).

(d) Not to hold the Proprietor responsible for or liable for any loss or damage suffered by the Client on account of any theft, fire or other destruction caused to or in the said premises or to any articles/equipments brought by the Client in the said premises.

(e) To make good to the Proprietor any loss or damage that may be caused to the said premises and equipment or any other fittings, furniture, fixtures, articles or property of the proprietor therein as a result of negligence on the part of the Client, his servants, employees, agents, customers, visitors and/or other persons calling at the said premises in connection with the business of the Client.

(f) Not to do or permit to be done in or upon the said premises anything which may be or become a nuisance to the Proprietor or the other occupants of the said Building.

(g) Not to bring or store in the said premises any combustible materials or otherwise dangerous things as may hamper the safety of the said office premises and the building or as may increase the premium of insurance of the said office premises and/or the building or render the existing insurance void.

(h) To perform and observe strictly the provisions hereof and also the provisions of law of the country for the time being and from time to time in force and also the rules and regulations and bye-laws of the society of the said building for the time being and from time to time in force for the user of the said premises.

(i) No tenancy or other right, title or interest and/or possession whatsoever is created or intended to be created by this agreement in favour of the Client or employees or servants or any other persons claiming through the Client. The sole and exclusive possession of the said premises shall always remain with the Proprietor and the Client is only permitted to use and enjoy the said premises together with business centre facility therein. It is the express intention of the parties hereto that this agreement is mere permission for use and enjoyment of the said “Business Centre Facilities”.

(j) The Client shall at its own cost insure all the equipments, articles, belonging to the Client, stored and or lying in the said premises.

(k) The client shall maintain the said premises together with furniture, fittings, fixtures, air-conditioners throughout in good and working condition.

12. The client shall under no circumstances be entitled to assign or transfer the benefit of this agreement to any other person/s on any basis whatsoever.

13. The stamp duty and registration charges (if applicable) and all incidental expenses of these presents shall be borne and paid by the Client alone.

 IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED )

by the within named “THE PROPRIETOR” )

A.B.C. Proprietor of M/s. A.B.C. )

Business Centre in the presence of:- ... )

SIGNED SEALED AND DELIVERED )

by the within named “THE CLIENT” )

XYZ in the presence of. ... )

RECEIPT

Received of and from the within named the client a sum of Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) being Security Deposit as mentioned hereinabove by Cheque No.\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_ Branch.

 I SAY RECEIVED

 ABC Proprietor of M/s. A.B.C.

 BUSINESS CENTRE

 (PROPRIETOR)

WITNESS:

1.

2.