

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 14/06/2024

Certificate No. G0N2024F3552



Stamp Duty Paid : ₹ 2000  
(Rs. Only)

GRN No. 117710047



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Acme Cleantech Solutions pvt ltd  
H.No/Floor : Na Sector/Ward : Na LandMark : Na  
City/Village : Gurugram District : Gurugram State : Haryana  
Phone: 98\*\*\*\*\*77



Buyer / Second Party Detail

Name : Acme Solar Holdings lld  
H.No/Floor : Na Sector/Ward : Na LandMark : Na  
City/Village : Gurugram District : Gurugram State : Haryana  
Phone : 98\*\*\*\*\*77

Purpose : SERVICE AGREEMENT



The authenticity of this document can be verified by scanning this QR code through smart phone or on the website <https://eagrashry.nic.in>

This stamp paper forms an integral part of Service Agreement executed between Acme Cleantech Solutions Private Limited and Acme Solar Holdings Private Ltd on 17<sup>th</sup> June 2024.



## SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made on this June 17, 2024 (“Execution Date”) between:

**ACME Cleantech Solutions Private Limited**, a company incorporated under the laws of India, having its registered office at Plot No. 152, Sector 44, Gurugram-122002, Haryana, India (hereinafter referred to as “Service Provider”, which expression shall wherever the context permits, be deemed to include its successors and permitted assigns) of the **First Part**.

AND

**ACME Solar Holdings Private Limited**, a company incorporated under the laws of India (hereinafter referred to as “Company”, which expression shall wherever the context permits, be deemed to include its successors and permitted assigns) of the **Second Part**.

The Service Provider and the Company are hereinafter collectively referred to as “Parties” and individually as “Party”.

### WHEREAS:

- A. The Service Provider and the Company have executed a Sub-Lease Deed of an even date, pursuant to which the Company has taken on sub-lease the ground floor and 2<sup>nd</sup> floor of the building situated at Plot No. 152, Sector 44, Gurugram-122002, Haryana, with total area sub-leased admeasuring 28.147.86 sq. ft (“Demised Premises”).
- B. The Company is desirous of availing certain services in relation to the usage of the Demised Premises and the Service Provider has agreed to provide such services to the Company in this regard.
- C. This Agreement sets out the terms and provisions applicable to the performance by the Service Provider of the Services (*as defined below*), and payment by the Company to the Service Provider for the performance of the Services.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the Parties, the Parties intending to be legally bound, hereby agree as follows:

### 1. DEFINITIONS

Unless the context requires otherwise, in addition to the terms defined elsewhere in this Agreement, the following words and expressions when used in this Agreement in capitalized form shall have the following meaning:

**Applicable Law**

: means all applicable statutes, enactments, laws, ordinances, treaties, conventions, protocols, by-laws, rules, regulations, guidelines, notifications, notices, and/ or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory authority, tribunal, board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this



Agreement, in each case having the force of law and as may be applicable to the relevant Party;

- Execution Date** : means the date indicated on the first page hereof;
- Effective Date** : means June 1, 2024;
- Services** : (a) housekeeping services; (b) maintenance services; (c) electricity charges; and (d) HVAC services;
- Service Fee** : means monthly consideration of INR 9,00,732 (Indian Rupees Nine Lakhs Seven Hundred and Thirty Two), break-up of which is specified in **Schedule A** hereto; and
- Taxes** : means any fees, taxes, levies, interest, penalties or other sum levied pursuant to any Applicable Law, including but not limited to all goods and service tax, imposts, deductions, charges, withholdings, duties, as applicable in connection with the performance of obligations under this Agreement.

## 2. TERM

- 2.1. This Agreement shall commence on the Effective Date and shall continue until December 31, 2024.
- 2.2. This Agreement may be renewed by both the Parties on mutually agreeable terms and conditions.

## 3. PERFORMANCE OF THE SERVICES

- 3.1. The Service Provider will perform the Services using reasonable skill and care.
- 3.2. In relation to the performance of Services, the Service Provider shall fully comply with all Applicable Laws.
- 3.3. The Service Provider warrants and represents to the Company that:
- (i) the Services shall be performed with promptness and diligence and shall be executed in accordance with the terms of this Agreement;
  - (ii) the Service Provider shall use adequate numbers of qualified individuals with suitable training, experience, competence and skill to perform the Services; and
  - (iii) the Services will be of such quality so as to meet the purpose for which they were intended.



#### 4. PAYMENT

- 4.1. As full and complete consideration to the Service Provider for the provision of the Services, the Company shall pay the Service Fee + GST (as applicable) to the Service Provider pursuant to the terms of this Agreement. All Taxes not provided for in this Agreement, shall be borne by the Service Provider.
- 4.2. The Service Provider shall invoice the Company for the Service Fees on a monthly basis and the Company shall remit the entire amount within 30 (thirty) days of receipt of such invoice (along with the relevant documents).
- 4.3. All payments to be made by the Company in terms of this Agreement shall be made subject to any withholding of Taxes required under Applicable Law.

#### 5. OBLIGATIONS OF THE COMPANY

- 5.1. The Company shall provide all the necessary and timely assistance to the Service Provider as is reasonably required to enable it to efficiently, and effectively provide the Services.

#### 6. ASSIGNMENT

- 6.1. Neither Party may assign, sub-contract or otherwise transfer the whole or any part of the benefit of, or any of its rights or obligations under, this Agreement without the prior written consent of the other Party.

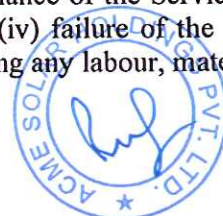
#### 7. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants to the other Party that:

- (i) it has full corporate power and absolute authority to execute, deliver and perform its obligations under this Agreement and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (ii) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (iii) the execution of this Agreement and the implementation of the transactions contemplated hereby do not constitute a breach of any agreement, arrangement or understanding, oral or written, entered into by it with any person; and
- (iv) the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized.

#### 8. INDEMNITY

- 8.1. The Service Provider shall at its own expense, defend, indemnify and hold harmless the Company and its directors, officers, and employees, from and against any and all loss, cost, expense, damages, claims, proceedings, actions, demands, liabilities, and expenses (including third party claims), incurred or suffered by the Company or its directors, officers, or employees, resulting from (i) non-performance and/or breach of any of the terms and conditions of this Agreement by the Service Provider; (ii) gross negligence or wilful misconduct of the Service Provider, its employees, contractors, or sub-contractors, in performance of the Services; (iii) Service Provider's failure to comply with Applicable Laws; and (iv) failure of the Service Provider to pay any persons, including the sub-contractors, furnishing any labour, materials or



services, used by the Service Provider in performing the Service Provider's obligations under this Agreement.

- 8.2. Neither Party shall be liable to the other for any special or punitive or indirect or consequential loss under or in relation to this Agreement, including any loss of anticipated profit, loss of contracts or other losses and expenses arising by reason of or in connection with termination or suspension of this Agreement.

## 9. TERMINATION

- 9.1. The Service Provider shall be entitled to terminate this Agreement in the event of non-payment of the Service Fees by the Company for a continuous period of two (2) months. In such an event, the Service Provider shall give the Company a notice of one (1) month, and in the event the Company does not pay whole of the arrears of the Service Fees prior to expiry of such notice period, this Agreement may be terminated forthwith by the Service Provider.
- 9.2. The Company shall be entitled to terminate this Agreement forthwith in case of (a) any breach of the terms, conditions or warranties under this Agreement by the Service Provider; (b) failure of the Service Provider to comply with any Applicable Laws; or (c) the Service Provider suspends provision of the Services (for reasons other than Force Majeure); which breach remains uncured for a period of 1 (one) month from the date of issuance of notice by the Company to the Service Provider intimating the Service Provider of such breach. Upon termination of this Agreement pursuant to this sub-clause, the Service Provider shall (a) refund to the Company any amounts already paid by the Company for the Services that remain undelivered by the Service Provider; (b) forego amounts towards the Services that remain undelivered by the Service Provider; (c) pay all such losses, damages and costs incurred by the Company as a result of such breach and termination including costs incurred due to purchase of the undelivered services from a third party.

## 10. MISCELLANEOUS

- 10.1. **Costs:** Each Party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement.
- 10.2. **Force Majeure:** Either Party shall be under no liability for failure to perform its obligations under this Agreement, if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities, civil commotion, riots, violence, acts of terrorists, state enemies, pandemic or epidemic (each a "**Force Majeure Event**"), provided such circumstances were unforeseeable, and beyond the control of the affected Party. Such occurrences shall be informed in writing by the affected Party to the other Party as promptly as possible and in any case within 5 (five) days of such occurrence.

The Service Provider shall use reasonable efforts to mitigate the effect of the Force Majeure Event upon its performance of the Agreement and shall give the Company regular reports on the progress of those remedial measures and such other information as the Company may reasonably request about the Force Majeure Event from the Service Provider.

- 10.3. **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of India and the Parties hereby agree that the courts in Gurugram, Haryana shall have jurisdiction in all matters arising out of and/or concerning this Agreement.
- 10.4. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and is deemed to revoke and supersede all previous agreements between the Parties, if any, concerning the matters covered herein whether written, oral or implied.



- 10.5. **Amendment:** The terms and condition of this Agreement shall not be changed or modified except by written amendments specifically referring to this Agreement and duly agreed and signed by the Parties.
- 10.6. **Waiver:** Any express or implied waiver by either Party of any default shall not constitute a waiver of any default by the other Party or a waiver of any of its rights, unless such waiver is expressly provided in writing.
- 10.7. **No Partnership/Agency:** Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Company and the Service Provider. Neither party will be deemed to be an agent of the other party as a result of any act under or related to this Agreement.
- 10.8. **Notices:** All notices, letter or communication under this Agreement shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to Company by the Service Provider or to the Service Provider by the Company at the address shown below or such other addresses as may be intimated in writing and shall be delivered (a) personally with receipt acknowledged, (b) by reputable overnight delivery services such as FedEx, or such other such reputable overnight delivery service, with receipt acknowledged, or (c) by telecopy or other facsimile transmission (following with next-day hard copy delivered personally or by prepaid, reputable overnight delivery service, in either case with receipt acknowledged) or (d) by email:

<p><b>If to Service Provider:</b></p> <p>Name: Director  Address: Plot No. 152, Sector 44,  Gurugram 122002, Haryana  Phone Number: +91 124 7117000  Email: <a href="mailto:info@acme.in">info@acme.in</a></p>	<p><b>If to Company:</b></p> <p>Name: Company Secretary  Address: Plot No. 152, Sector 44, Gurugram  122002, Haryana  Phone Number: +91 124 7117000  Email: <a href="mailto:cs.acme@acme.in">cs.acme@acme.in</a></p>
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- 10.9. **Severability:** Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.
- 10.10. **Survival:** The provisions of this Agreement, which, by their nature are intended to survive the expiry or termination of this Agreement, shall survive and not be extinguished by the expiry or termination of this Agreement.
- 10.11. **Counterparts:** This Agreement may be executed in any number of counterparts, all of which taken together, shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart. Any signature duly affixed to this Agreement and delivered by electronic mail in portable document format (.pdf) shall be deemed to have the same legal effect as the actual signature of the person signing this Agreement, and any Party receiving delivery of a .pdf copy of the signed Agreement may rely on such as having actually been signed.



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as a deed by their respective duly authorised representatives having effect as of the date stated in this Agreement.

**For and on behalf of Service Provider:**

By: 

Name: Talun Dora  
Title:



**For and on behalf of the Company:**

By: 

Name: Rajesh Soodhi  
Title:



**SCHEDULE A**

**BREAK-UP OF SERVICE FEES**

Area		Service Fee	
In sq. ft	Floor	Rate/ sq. ft.	Amount (in INR)
13,724.10	GF	32	4,39,171.20
14,423.76	2F	32	4,61,560.32
<b>28,147.86</b>			<b>9,00,731.52</b>

