

Business Services Agreement

This AGREEMENT is executed at Jaipur on this ____ day of _____, 2024.

BETWEEN

(Co-Working Space), sponsored by _____ a company registered under Companies Act 1956, CIN No. _____ having its registered office at _____ situated at _____, **Lalkothi, Jaipur, Rajasthan 302015** through its director _____ (hereinafter referred to as "**the Centre**") of the One Part

AND

_____, a company registered under Companies Act 1956, CIN No. _____ having its registered office _____ through its director **Mr/Miss** _____ (hereinafter referred to as "**the Client**") of the Second Part

AND WHEREAS the Centre situated at

Lalkothi, Jaipur, Rajasthan 302015, is in possession, use and occupation of **BestDesk Cove (Co-Working Space)** and (hereinafter referred to as the "**said Premises**").

AND WHEREAS the Centre is carrying on the business of providing office services in the name and style of **Working Space**) at the said premises

, **Lalkothi, Jaipur, Rajasthan 302015** and for that purpose has made arrangements to render office facilities and services to persons who require such facilities for their business temporarily and on contract;

AND WHEREAS the Client has requested the Centre to grant to the Client such facilities and Centre has agreed to grant the same on the terms and conditions mutually agreed upon;

NOW THIS AGREEMENT WITNESSETH AS UNDER:

- 1) The Centre hereby agrees to grant to the Client to use Private office space having _____ in the said premises as Registered or Branch address as mentioned hereinabove for the registration and licenses under any law in force in India of its business. The address so used as the Registered or Branch address will change immediately after the expiry or termination of Business Services Agreement.
- 2) The Centre has agreed to render the following services to the Client:
 - i. to occupy and use the _____ in the said premises for itself, its bonafide employees and visitors, for the purpose of carrying on the client's said business,
 - ii. to use furniture, fixtures and fittings provided in the allotted space.
 - iii. to avail the use of air-conditioner installed in the allotted space,
 - iv. any further facilities which Centre at its discretion considers it necessary to provide to the Client,
 - v. It is hereby expressly agreed and declared that save as otherwise herein expressly provided, the office services to be provided under this agreement, the Centre may at its sole discretion permit its other clients to avail of or share in common any of the said office services hereby agreed to be provided.
- 3) The Client further agrees and undertakes:
 - i. to take all reasonable and good care of the said Centre and furniture, fixtures and fittings therein as **per Schedule 1 signed by the Centre and the Client** and not to cause any damage thereto or to any part thereof. To keep and maintain the fixtures and fittings in good order and condition, reasonable wear and tear or an act of God or for the reasons beyond the Control of the Client being excepted. In the event of any damage by client or those in the said premises with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises, the Client shall at its own cost and expense immediately repair and/or replace the same or at the option of the Centre, the client pay the cost of such repair or replacement that may be carried out by the Centre.
 - ii. to bring into the said Centre only office records and documents etc. but in any event no hazardous and inflammable items or things shall be brought into the office by the Client.
 - iii. to use the said Centre only for commercial purpose as an office and in a lawful manner and establishing a personal residence is not permitted. The Client in any event not to make any illegal use of the same and not to cause any disturbance, nuisance or annoyance to others in the said Centre.

- iv. In the event of the Client making use of the aforesaid facilities for any purpose other than confide commercial office purposes and the same resulting in any civil or criminal action, the Client shall keep Centre fully indemnified of and from and against all arise there from.
- v. not to allow or permit any outsiders to use the premises or any part thereof.
- vi. not to use the said premises for “retail” or “medical” nature, involving frequent visits of the public.
- vii. not to use the Co-Working Space for any purpose that is unlawful, prohibited, or that could damage, disable or impair the property of the Company or of other members, or prevents other members from enjoying the Co-Working Space, or that would damage the reputation or business of the Company and the Co-Work Space. **Client agrees:**

- a) Not to do or suffer to be done anything in or around the said premises which is or is likely to cause prejudice to the rights and entitlements of the Centre as the member of the Society.
- b) Not to make any structural or other alterations, modifications or additions in the said premises, except with the prior written consent of the Centre which shall not be unreasonably withheld.
- c) Not to alter or change the original color on the outer or inner wall of the said premises, except with the written consent of the Centre.
- d) Not to use the Co-Working Space in connection with:
 - Lottery contests, pyramid schemes, chain letters, junk email, spamming or similar behavior;
 - Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others;
 - Posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful material or information;
 - Uploading, reproducing, using, performing or otherwise making available, images, software or other material or information which infringes another’s rights, or is protected by intellectual property laws where client don’t own or license such rights;
 - Uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage the computers or property of the Co-Working Space or another member.

- viii. not to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Phoebus Business Solution Private Limited servers.
- ix. not to download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/ distributed in such manner.
- x. not to violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).
- xi. not to harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.
- xii. not to violate any applicable laws or regulations.

- xiii. not to create false identity for the purpose of misleading others.
 - xiv. to remove all their articles, belongings and things lying in the said Centre on expiry of the term of the arrangement or in the event of prior termination, upon the date of termination.
 - xv. to observe and perform all the rules, regulations and bye-laws of the said Society wherein the center is situate, the client having made himself aware of all such rules, regulations and bye-laws and shall indemnify and keep indemnified the Centre against any loss or damage incurred by the Client for non-performance as aforesaid.
- 4) The Centre provides co-working services on an “as is” basis as a service and not as a lease of real property, and disclaim all warranties and conditions, whether express, implied or statutory, including, but not limited to, merchantability, title, quiet enjoyment, possession, fitness for a particular purpose or use, to the extent permitted by law. **Client is hereby understand, agree and warrant that he is not a tenant and the Centre is not a landlord and there is no tenancy relationship whatsoever as defined in any case law or legislation, rules, or regulations.**
- 5) Client hereby waive and hold harmless the Centre, its members, officers, directors, shareholders, contractors and employees from any claims, liability, actions, or suits with respect to any damages, injuries or losses you suffer to your person or property, whatsoever, including as a result of negligence or gross negligence on the part of the Releases, including but not limited to any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for lost profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other loss) arising out of or in any way related to the Company’s services or otherwise.
- 6) Client agrees to conduct himself or herself according to the policies that the Company implements from time to time regarding personal behavior in the said premises (the “Co-Working Space”). At the Company’s sole discretion, your membership at the Co-Working Space may be terminated for behavior that violates any such policies.
- 7) The Centre agrees to keep the said Centre clean and tidy and provide Air-condition, electricity, water facility, internet etc.
- 8) BestDesk Cove does not make any representations as to the security of BestDesk Cove network or the internet or of any information that the client places on it. Client should adopt whatever security measures (e.g. encryption) you believe is appropriate to your circumstances. BestDesk Cove cannot guarantee that a particular degree of availability will be attained in connection with your use of BestDesk Cove network or internet.
- 9) It is mutually agreed between the parties hereto as follows:
- i. The term of this arrangement shall be for _____, commencing from the date _____ **and ending on** _____. Provided, however that the Centre may at its absolute discretion and without assigning any reason in that behalf refuse to grant any renewal.
 - ii. In consideration for the services to be rendered, the Centre shall from time to time give their Bill for monthly period at the rate of **Rs.** _____ only plus **GST** and **the charges will be increased 10%**

yearly basis. These bills shall be paid by the Client within first 5 Days for the month for which services will be taken by the Client.

- iii. The client shall not be entitled to terminate the agreement for an initial period of three **(3) months** from the Commencement Date (hereinafter referred to as “Lock-In Period”). In the event of the Client being desirous to terminate the agreement during the Lock-In Period, or the Centre terminating the agreement due to the default of the Client, the security amount deposited by the client shall be ceased by the Centre.
- iv. **If the services charges/bills payable by the Client have been outstanding for more than 10 days from the date of receipt of the bill, the arrangement herein shall not be extended and thereupon on expiry of the 10 days, the Centre shall be entitled to prevent access to the Client and its employees in to the said premises and every part thereof and allow the Client one day's time to remove its belongings.**

In the event of the Client refusing or neglecting to remove its belonging from the said premises, the Centre shall be entitled to open the premises or any part thereof allotted to the said Client using the original key in their possession and in the presence of witness remove the articles and things therein after making a list thereof. It is expressly agreed that the Centre shall not render itself liable for any civil or criminal action by so doing. This authority retained by the Centre and expressly agreed to by the Client is irrevocable and constitutes the basis for this agreement and the Client shall not be entitled to dispute, challenge or call into question the validity or reasonableness of this provision.

- v. As security for the due performance of the provisions hereof the Client shall deposit with Centre an interest free security **equivalent to Rs. _____**. The said interest free security deposit, after deducting there from the amount of arrear or other dues if any from the Client shall be refunded by Centre to the Client without interest on the arrangement herein coming to an end, howsoever and when so ever, and upon the Client removing itself and all its belongings and things from the said premises.
- vi. The arrangement herein is purely temporary and personal and not transferable under any circumstances and the Client shall not be entitled to assign or transfer the benefit of this arrangement to any other person/persons on any basis whatsoever.
- vii. No tenancy, leave and license or any other protected rights whatsoever permitting the Client or its employees to come upon and use the said premises or any part thereof is created or intended or sought to be created by these presents and the parties hereto shall not plead any oral variation to the provisions thereof. The variation if any hereto shall not be valid, binding upon or enforceable against the parties hereto unless the same are duly recorded in writing in the form of supplemental agreement signed by both the parties hereto.
- viii. The Centre shall not be responsible or liable for any:
 - a) Theft, loss, damage or destruction of any property of the Client or any person living in or visiting the said premises or in the said building from any cause whatsoever.

- b) for any personal or other injury caused to the person for the time being in the said premises on any account.
- ix. All letters, receipts, notices or communications issued by the Centre or the Client and dispatched by Registered Post with Acknowledgement due or delivered by Hand Delivery to the address on the record of the other will be sufficient proof of receipt thereof by the other and shall be an effectual discharge on the part of the party forwarding the same and the same shall be deemed to have been received by the other party on the normal expiry period under post.
- x. The Centre shall maintain the Co-Working Space in good repair and working order. If client notice any problem requiring repair, please notify the Company and it shall be remedied promptly.
- xi. In the event of the Client committing any breach of the terms and conditions herein contained and failing **within 5 (five) days of the receipt of a notice in writing** in that behalf given by the Centre to remedy or make good such breach the Centre shall be entitled to forthwith revoke and or terminate the arrangement and/or the permission granted and in such an event the provisions of Clause 3 of this Agreement shall apply mutatis mutandis.
- 10) The Centre shall be at liberty to terminate this Agreement or any renewal thereof by giving the Client **one month notice in writing** stating therein its desire to do so and on the expiry of such notice, and on the client removing itself, its employees and belongings from the said premises and otherwise performing its obligation under this agreement the Centre shall refund to the Client the interest free security deposit amount as contained in clause 9(iv) after deducting all the pending dues.
- 11) In the event of the Client committing any breach of the terms and conditions herein contained and failing **within 5 (five) days of the receipt of a notice in writing** in that behalf given by the Centre to remedy or make good such breach the Centre shall be entitled to forthwith revoke and or terminate the arrangement and/or the permission granted and in such an event the provisions of Clause 3 of this Agreement shall apply mutatis mutandis.
- 12) The Client shall be at liberty to terminate this Agreement after giving the Centre **one month notice in writing** stating therein its desire to do so after making payment of all the pending dues.
- 13) Upon the termination of this Agreement or sooner determination and upon the failure of the Client to remove itself, its employees and its belongings from the said premises. The Client shall be liable and hereby agrees to pay to the Centre liquidated damages for the wrongful and unauthorized use of the said premises and the facilities provided therein. The Centre shall be entitled without prejudice to its other rights to forfeit the security deposit in the event of any breach on the part of the client.
- 14) This agreement lasts for the period stated in it and then **will be extended automatically for successive periods equal to the current term but not less than 3 months** (unless legal renewal term limits apply) until terminated by the client or by the centre **pursuant to Clause 11.**
- 15) This agreement will ends immediately to the maximum extent permitted by applicable law, the Centre may put an end to this agreement immediately by giving the Client notice and without need to follow any additional

procedure **if the Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due** Or on Client's conduct, or that of someone at the Centre with client's permission or invitation, is incompatible with ordinary office use and such conduct is repeated despite the Client having been given a warning.

If the Centre puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used, requested or required under the agreement and the monthly office fee for the remainder of the period for which this agreement would have lasted if the Centre had not ended it.

- 16) In the event that the Centre is permanently unable to provide the services and accommodation(s) at the said Premises stated in this agreement then this agreement will end and the Client will only have to pay monthly office fees up to the date it ends and for the additional services the Client has used.
- 17) If for any reason the Centre cannot provide the accommodation(s) stated in this agreement by the date when this agreement is due to start it has no liability to the Client for any loss or damages but the Client may cancel this agreement without penalty. The Centre will not charge the Client the monthly office fee for accommodation(s) the Client cannot use until it becomes available. The Centre may delay the start date of this agreement provided it provides to the Client alternative accommodation(s) that shall be at least of equivalent size to the accommodation(s) stated in this agreement.
- 18) While this agreement is in force and for a period of six months after it ends, neither the Centre nor the Client may knowingly solicit or offer employment to any of the other's staff employed in the said Premises. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of six months' salary for any employee concerned. Nothing in this clause shall prevent either party from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.
- 19) The terms of this agreement are confidential. Neither the Centre nor the Client must disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after this agreement ends.
- 20) The Client agrees to pay (i) GST or any other taxes and license fees which it is required to pay to any governmental authority and at the Centre's request, will provide to the Centre evidence of such payment and (ii) any taxes paid by the Centre to any governmental authority that are attributable to the accommodation(s), including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.
- 21) It is further agreed and declared between the parties hereto that the permission hereby granted office facilities, amenities and services provided by the Business Centre to the Client and the Client shall not be entitled to avail other facilities separately as the arrangement is composite, impartibly and indivisible.
- 22) Insurance: It is the Client's responsibility to arrange insurance of its own property which it brings in to the Centre and for its own liability to its employees and to third parties.
- 23) The parties have agreed to the courts of a Jaipur only taking jurisdiction over (in other words, having the right to hear) any disputes that may arise between the parties.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands at **Jaipur**, on this _____ day of _____, 2024 first hereinabove written.

1. SIGNED AND DELIVERED by the Centre:

In the presence of

Ms.
(Director)
For

Mr.
(Witness)

2. SIGNED AND DELIVERED by the Client

In the presence of

(Authorized Signatory)