



**TERMS AND CONDITIONS** of the Co-working Space Agreement between TFS (R AND R WORKS) PRIVATE LIMITED ("THE CLIENT") and BUSINESS PLUSS NETWORK PRIVATE LIMITED ("Business Pluss"):

**1. This Agreement**

- 1.1 Nature of this Agreement:** This Co-working Space Agreement is a mere permission for the Client to use the Centre and other facilities of the Centre. The whole of the Centre remains in Business Pluss's possession and control. Except for the rights granted hereunder upon receipt of Monthly Fee, 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. Business Pluss is giving the Client the right to use the Centre on these terms and conditions, so that Business Pluss can provide services/facilities to the Client. The Client agrees not to assign or sub-let or part with possession of the Centre or attempt transfer of this Agreement.
- 1.2 Duration:** This Agreement lasts for the period stated in it and then will be extended for successive periods, equivalent to the initial term and/or on mutually agreed terms and conditions, until brought to an end by the Client or Business Pluss.
- 1.3 Term Commencement date of the Agreement:** The obligations as per this Agreement will commence from the Term Commencement Date, and to clarify, these obligations are independent of actual occupation/ use of the Centre by the Client or its representatives or employees.
- 1.4 Confidentiality:** This Agreement including the terms herein are confidential, whether expressly marked as confidential or not and is shared in any form and howsoever manner and/or is of any nature of whatsoever kind. Neither the Client nor Business Pluss may disclose them without the other's consent unless required to do so by law or an official authority. Any breach of this provision on the part of either party shall be considered to be a material breach of this Agreement on the part of the other party and shall entitle other party to terminate this Agreement. Each Party shall return to the other party and/or delete all the confidential information obtained pursuant to this Agreement. However, obligations in this clause will continue subsequent to the expiry/ termination of this Agreement for such information which couldn't be returned.
- 1.5 Inspection and Maintenance:** Business Pluss may need to enter the Client's space and may do so at any time, without causing any interference or obstruction to the Client right to occupy and use the space. However, unless there is an emergency, Business Pluss will notify the Client verbally or electronically in advance when Business Pluss needs to access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. The Parties shall comply to all applicable laws and related rules notified and in force from time to time in relation to storage, protection, controlling the confidentiality of the information provided/shared by each other pursuant to this Agreement
- 1.6 Insurance:** It is the Client's responsibility to arrange insurance of its own property which it brings into the Centre and for its own liability to its employees and to third parties in the Center. Business Pluss has informed the Client that as on date of execution of this Agreement, the adequate insurance of Vatika Mindscape (including the Center) has been obtained (including comprehensive public liability insurance coverage) by Vatika (Owners/ Lessor of Vatika Mindscape) including third party liability coverage and copy of the same has been provided to the Client as part of due diligence. The Client is satisfied with the insurance value and its coverage. Business Pluss agrees to share with the Client renewal copies of insurance from time to time upon receipt of the same from Vatika. Business Pluss shall be responsible for the safety of the Client assets and equipment's in the Centre unless any damage is caused because of any reasons beyond the control of Business Pluss.

For Business Pluss Network Pvt. Ltd.  
  
Director

For TFS (R&R Works) Private Limited  
  
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## 1.7 Head Lease

- 1.7.1 The Client acknowledges that Agreement is subject to the Head-lease/ License dated 17-08-2023 under which Business Pluss holds the Centre and the Client further acknowledges that it is aware of the provisions of the Head-lease/ License. Business Pluss will observe and obey its obligations contained in the Head-lease/ License as on date of execution of this Agreement.
- 1.7.2 The Parties agree that this Agreement is dependent and conditional upon the Head-lease/ License and that if the Head-lease/ License is terminated for any reason, this Agreement shall also immediately terminate without prejudice to any antecedent rights. Without prejudice to the above, Business Pluss has agreed to share an advance notice of 30 days with the Client in case of termination of Head-Lease/ License. Business Pluss hereby represents that Head-Lease/License is validly existing as on date of this Agreement. Business Pluss hereby represents that it has all the necessary licenses, permissions to grant license/ permission to the Client to occupy and use the space at the Centre and enjoy the facilities/services.
- 1.8 **Employees:** If the Client or Business Pluss, or any business of which the ownership or control is directly associated with the Client or Business Pluss, employs other's staff, during the term of the Agreement or within 6 months after termination of the Agreement without the approval of other Party, the Party thus employing, shall pay the other Party the equivalent of six month's salary for any employee concerned. Nothing in this clause shall prevent either the Client or Business Pluss from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.
- 1.9 **Identification Documents:** The Client agrees to provide all documents, pertaining to the identification of the Company (mentioned in the Agreement) and of the person (executing the Agreement), as deemed relevant by Business Pluss, for the purpose of verification of legitimate existence of the business. The Client authorizes Business Pluss to conduct verification of legitimate existence of Client's business and/ or standard business verification to execute the Agreement.

## 2. Monthly Fees, Services' Fees and Payments:

- 2.1 **Monthly Fee:** The Monthly Fee, per month, shall be payable on or before 7<sup>th</sup> day of every calendar month, in advance for the month for which the Fee is due to Business Pluss but subject to receipt of invoice; and in respect of any broken period a pro-rata adjustment shall be made. The payment of monthly fee shall always be subject to the Client's uninterrupted right to use and occupy the Centre and enjoyment of the facilities/services in the Centre. Business Pluss shall not be responsible for any continuous interruption of 30(thirty) working days which are beyond its reasonable control. Any interruption faced by the Client must be communicated to Business Pluss forthwith with reasonable time to rectify such interruption.
- 2.2 The monthly Fee shall be payable on a per-room basis or a per-seat basis.
- 2.3 **Taxes:** The Client shall be liable to bear and promptly pay all Local and other Government taxes (as may be levied at present and/or which may be levied at any future date) in respect of the Monthly Fee and/or services (including but not limited to GST, subject to receipt of invoice). All amounts mentioned in this Agreement as payable by the Client to Business Pluss, are exclusive of taxes, if applicable.
- 2.4 **Standard Services:** Standard Recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided at the specified rates for the duration of this Agreement (including any renewal). The Client must provide 1 (one) month' notice to Business Pluss in writing to terminate such standard recurring services.
- 2.5 **Renewal:** The Fees on any renewal will be increased/ escalated by 10% or on the basis of prevailing rental value in the market, whichever is greater, until and unless otherwise agreed by Business Pluss in writing.

For Business Pluss in Writing

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- 2.6 **Additional Variable Services:** Business Pluss may provide additional Services directly or through a business affiliate. Such Services will be billed in arrears at the end of the month, as per usage, and are due within 7 days from the date of the invoice. Fees for such Services, plus applicable taxes, will be applicable in accordance with Business Pluss's published rates which may change from time to time.
- 2.7 **Set-up fees:** The Client will be charged an office set up fee per occupant and a connection set-up fee per connection requested from Business Pluss.
- 2.8 **TDS:** The Client shall be entitled to deduct tax at source (TDS) on the amounts paid towards Fee and services, in accordance with the provisions of the Income-tax Act, 1961 as applicable from time to time. The Client shall promptly and regularly furnish the tax deduction certificates in respect thereof to Business Pluss. To clarify periodicity, the Client shall furnish the tax deduction certificates on a quarterly basis to Business Pluss. Failure on the part of the Client to furnish the Certificate shall be considered to be a material breach of this Agreement on the part of the Client and shall entitle Business Pluss to terminate this Agreement.
- 2.9 In the event of termination by the Client during the lock-in period as specified in the Agreement, the Client shall be liable to pay the Fee for the remaining lock-in period. The foregoing provision shall not be applicable in the event where the Client terminates during the lock in period on account of material breach on part of Business Pluss provided Business Pluss has failed to rectify the breach in stipulated period hereunder.
- 2.10 **Invoices:** Business Pluss will send all, invoices electronically (where allowed by law). Notification of invoices shall constitute a demand for payment.
- 2.11 **Invoice disputes:** In case of any dispute in any charges levied under "Standard Services" or "Additional Variable Services", the Client must notify Business Pluss in writing of such disputed amount and the reasons for it within 7 days of the date of the invoice. The Client must pay the amount not in dispute by the due date or be subject to late fees. Business Pluss and the Client will endeavour to resolve, by mutual discussion, the disputed portion of the charges for Services within one week of receiving a notice from the Client.
- 2.12 **Late Payment:** In the event of delay in making payment of the Monthly Fee or Services, the Client shall be liable to pay "default-interest" on the amount due at the rate of 1% per month. Declined Credit cards and/ or dishonour of cheques, will attract a fee equivalent to INR 1,500. The Client shall bear all bank charges. Business Pluss also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its Centre, where applicable) while there are any outstanding fees and/or interest or the Client is in breach of this Agreement. In case Monthly Fee is not paid within 20 days of calendar month, then it will be considered as material breach under this Agreement.
- 2.13 On receipt of any payment from the Client, Business Pluss shall first apply such payment towards any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the payment will be applied to the subsequent Fee payable.
- 2.14 Use of the Centre and Services may be immediately suspended, and eventually terminated if payment of the Fee is not received.

### 3. Security Deposit:

- 3.1 **Deposit:** The Client must pay a security deposit equivalent to two months of the Monthly Fee + Standard Services (plus taxes where applicable) upon entering into this Agreement, unless a greater amount is specified in this Agreement. Business Pluss shall not be liable to pay to the Client any interest on such Security Deposit. This will be held by Business Pluss as security for performance of all the Client's obligations under this Agreement.
- 3.2 **Deposit Refund:** The security deposit, or any balance after deducting outstanding fees and other costs due to Business Pluss, or any of Business Pluss's affiliates or vendors, under this Agreement, will be returned to the Client within 15 business days of termination and/or expiry of this agreement, after the Client has settled their account and has fulfilled all

 Director

For TFS (R&R Work) Private Limited

 Authorised Signatory

obligations under this Agreement.

- 3.3 **Increase in Deposit:** Business Pluss may require the Client to pay an increased deposit if outstanding fees exceed by 50% of the deposit held and/ or the Client frequently fail to pay Business Pluss's fees when due and/ or upon increase in monthly fee upon renewal. Any failure to pay security deposit or enhanced security deposit shall be considered as material breach under this Agreement.

#### 4. Use and mutual obligations

- 4.1 **The Client's name and address:** The Client may only carry on that business in its name or some other name that Business Pluss previously agrees. Should the Client choose to use the services, provided by Business Pluss, for an additional company, an additional charge per month and per company name may apply. The use of the Centre for retail purposes involving frequent visits by members of public/ guest is strictly not permitted.
- 4.2 **Use of Centre Address:** The Client may use the Centre address as its business address only. Any other uses are prohibited without Business Pluss's prior written consent. The represents and warrants that it is not carrying on trading or manufacturing activities from the Centre. Further, the Client also confirms that it has also not represented to any third party(ies) that it is carrying on trading or manufacturing activities from the Centre. Any misrepresentation on the part of the Client shall be considered to be a material breach of this Agreement on the part of the Client and shall entitle Business Pluss to terminate this Agreement.
- 4.3 **Installations in the Centre:** The Client must not install any cabling, IT or telecom connections without Business Pluss's prior written consent and such consent shall not be unreasonably withheld, and the Client shall be fully entitled to install its IT connections including firewalls, Wi-Fi, two printers, Almirah (mutually agreed size), other related hardware's without any damages whatsoever to the Centre. The Client shall be entitled to remove its own installation at any time including at the time of termination and/or expiry of this Agreement without any damage to Business Pluss equipments and other property. The title of all the above mentioned installation shall always belong exclusively to the Client. The Client shall provide a list of IT hardware, other related hardware to be installed at the Center in advance and such installation shall be in co-ordination and supervision of Business Pluss IT Team/ Vendor. As a condition to such consent, the Client must permit Business Pluss to oversee any installations and to verify that such installations do not interfere with the use of Centre by other Clients or Business Pluss or any landlord of the premises.
- 4.4 **Alterations to the Centre:** The Client shall not make any alterations or additions in the Centre without prior written consent of Business Pluss.  
**Access:** The Client will have access to the Centre between 9 AM to 7 PM during a day and 6 days a week (except Sunday and Bank Holidays and Public holidays); The Services and the facility of central air-conditioning and other similar facilities will be available to the Client only from Monday to Friday between 09:30 am and 6:30 pm and on Saturdays between 09:30 am and 1:30 pm; the Services and the facility of central air-conditioning and other similar facilities will not be available on Bank Holidays and Public Holidays.
- 4.5 The Client is required to disclose the mobile number and names of persons who will work in the Centre for purpose of legal verification only.
- 4.6 The Client agrees not to smoke in the office nor consume alcoholic beverages in the Centre and/or elsewhere in the Centre or any part thereof.
- 4.7 The Client shall utilize, and shall ensure that its employees utilize, the equipment and facilities provided in the Centre and in the Centre with due care and caution; the Client will be liable for all damage or destruction caused by it or its employees to the equipment's and facilities provided in the Centre and in the Centre in particular.
- 4.8 **Compliance and Fire Protection:** The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection

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with its use of the Centre. The Client hereby represents that it has satisfied itself that Business Pluss has installed, all the necessary and fire detection system and firefighting equipment, including but not limited to fire hydrants fire suppression equipment and smoke detection & ventilation system as required by government. Business Pluss, being a lessee under the Head Lease, shall comply to applicable laws in relation to fire prevention, detection, and control at the Centre. The Client must not do anything that may interfere with the use of the Centre by BusinessPluss or by others, cause of nuisance or annoyance, increase of the insurance premiums that Business Pluss has to pay, or cause loss or damage to Business Pluss (including damage to reputation) or to the owner of any interest in the building which contains the Centre the Client is using.

- 4.9 The Client is liable for any damage caused by it or by those in the Centre 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 Centre. The Client agrees to repair in a proper way any such damage and if the Client fails to do so Business Pluss may do so at the Client's expense.
- 4.10 Children below 9 years will not be allowed in the Centre. No pets/ animals will be allowed in the Centre.
- 4.11 The Client shall not be permitted to use the name of Business Pluss in any way or in connection with the business of the Client. Either Party shall not take, copy or use for any purpose the trademarks, service marks, logos, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of any other party properties, without the prior consent of other party. However, Business Pluss shall have the right to use the Client name and its trademark only to use in the list of its clients.
- 4.12 Either Party shall not make any agreement or settlement that requires a material act or admission by other party, or imposes any obligation on other party without the prior written consent of other party.
- 4.13 The Client shall not use the Centre in such a way, or store in the Centre or any part of the Centre, any goods of hazardous or combustible nature, which may be in violation of the applicable laws, and/ or equipment or machinery which may affect the construction or the structure of the Centre or do or suffer anything to be done or around the Centre which tends to cause damage or deteriorate the value of the Centre.
- 4.14 Business Pluss shall install CCTV cameras in the Centre and maintain the same at its own costs.
- 4.15 Business Pluss shall ensure at all times hygiene and cleanliness in the Centre.
- 4.16 Business pluss shall also provide 6 (six) dedicated parking space to the client as per the agreed cost.
- 4.17 Business Pluss agrees that the Client shall have uninterrupted right to use and occupy the space in the Centre and enjoy the facilities the term hereunder as long as the Client is in compliance of the terms and conditions of this Agreement. Business Pluss shall be liable to compensate the Client for all the liabilities actually suffered by the Client in the event rights of the Client are restricted or affected for a period of continuous 30 days for the reason well within the control of Business Pluss. Business Pluss shall notify the Client of any material changes in Centre rules that are specific to use of space in Centre and enjoyment of facilities.
- 4.18 Business Pluss must not unreasonably withhold for any reasons whatsoever the facilities agreed hereunder subject to the Client is in compliance of this Agreement and there is no default by the Client under this Agreement.
- 4.19 Business Plus shall immediately inform to the Client all such information's, notices, circulars, received from any third party or authority restricting or could restrict the Client's right to use and occupy the space in the Centre by way of a central communication to all clients or display at the Center.

For Business Pluss Network Pvt. Ltd.

  
Director

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## 5. Termination of the Agreement:

- 5.1 The Parties shall not have the right to terminate this Agreement until the expiry of 24 (Twenty-Two) months from the Term Commencement Date but except for the permitted reasons including on account of force majeure events and as provided hereunder. Thereafter, the Parties may issue the termination notice and terminate this Agreement by giving 30 (thirty) days notice or fee in lieu thereof. Any notice, if received post the 1<sup>st</sup> day of the month, shall be considered from the 1<sup>st</sup> day of the next month but foregoing not applicable to notices for material breaches. The Client hereby agrees and undertakes that in case it terminates this Agreement before the expiry of lock in period save and except permitted reasons and notice period or the Agreement is terminated by Business Pluss for the breach committed by the Client, then the Client agrees to be liable to pay and hereby authorizes Business Pluss to claim the entire monthly fee for the remaining unexpired period out of the lock in period and notice period from the Client and to adjust the same from any deposits of the Client lying with Business Pluss at that point of time..
- 5.2 In the event of a material breach of the Agreement by either party, other party will be entitled to terminate this Agreement (including in lock in period) without any prior notice to other Party. The Term will be considered to have concluded from the date of the communication, unless the same has been revoked and recalled by other Party subject to breach not rectified by the defaulting party within the written cure period notice of 30 days.
- 5.3 The Client shall make full and final payment of all outstanding sums and the applicable Fee or part thereof, commensurate to the period that the Centre was uninterruptedly utilized by the Client since the date of last payment of the Fee until the date of termination. Any default or delay in such payment shall carry an interest of 1% per month. Business Pluss reserves the right to recover such dues from the Security Deposit But subject to terms hereunder.
- 5.4 **Handing over of the Centre:**
- 5.4.1 The Client shall cease to use and occupy the Centre on the expiry or sooner termination of this Agreement; remove all its equipment's, belongings, articles and things and its employees/ personnel and to vacate and hand back the Centre and at the same time hand over all keys and access cards subject to normal wear and tear.
- 5.4.2 The Client shall remove from the Centre their fixtures and equipment's provided that any damage or defacement is occasioned to any part of the Centre in the course of such removal, the same shall be remedied by the Client immediately and at their own expense. The Client must also communicate to all statutory authorities/ other person/ its vendors about such vacation and cancel all its registration and shall completely desist from using the Center as its address for any purpose whatsoever. If the Client fails to do so, Business Pluss may do so at the Client's expense. If the Client leaves any property in the Centre, Business Pluss may dispose of at the Client's cost in anyway Business Pluss chooses without owing the Client any responsibility for it or any proceeds of sale.
- 5.4.3 The Client must leave the Centre in the same condition as it was when the Client took it. An exit fee will be charged upon the Client's departure or if the Client, at its option, chooses to relocate to different rooms within the Centre. Business Pluss reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
- 5.5 **Force Majeure:** Each party shall not be held responsible for any consequences or liabilities under this Agreement if it is prevented in performing its obligations under the terms of this Agreement by reason of laws or regulations, action by any local body or authority, local or otherwise, riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control. The performance of the Business Pluss's obligation under the Agreement shall be subject to the regular payment of the Fee including other payments



Director

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as stipulated in the Agreement provided Business Pluss has obtained all sanctions and permissions from the authorities for purpose of this Agreement.

- 5.6 In the event the Centre or Vatika Mindscape are destroyed or damaged, at any time, by any event falling within the term "force majeure", this Agreement shall come to an end on either party giving to the other party notice in writing to that effect. Business Pluss shall within 15 days of giving notice that this Agreement has come to an end for the reasons aforesaid refund to the Client the Security Deposit and the monthly fees paid by the Client after adjusting therefrom all dues under any head for the past period up to the date of occurrence of the event of force majeure and payable by the Client under this Agreement.

## 6. Liability and Disclaimer

- 6.1 Business Pluss will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss unless Business Pluss otherwise agrees in writing.
- 6.2 Subject to gross negligence and deliberate misconduct, Business Pluss, its employees and agents shall not be held responsible for any theft, loss or damage from the Centre or for any damage done to the furniture or other effects of any Client in the Centre by the caretaker or cleaners or any employees, agents or invitees of Business Pluss.
- 6.3 Business Pluss shall not be responsible for any loss, damage, corruption of data or any loss of information whether from hardware, software or internet damage that may occur to the Client during the term of this Agreement. Business Pluss shall not be responsible for any loss, damage or loss of information resulting from communications or data failure including voice, communication and the internet.
- 6.4 Subject to gross negligence and deliberate misconduct, Business Pluss is not liable for any loss as a result of Business Pluss's failure to provide a service as a result of mechanical breakdown, strike, fire drill, termination of Business Pluss's interest in the building containing the Centre or otherwise.
- 6.5 In no event shall Business Pluss be liable for any loss or damage until the Client provides written notice and gives Business Pluss a reasonable time to put it right.

## 7. Indemnity

- 7.1 The Client shall indemnify and shall hold Business Pluss harmless and without having to undergo any losses or costs, in relation to any actions that Business Pluss may need to take including legal advice or representation, to remedy or address any situation, including any action/ enquiry from any government instrumentality, or loss of goodwill or reputation on account of any actions / inactions attributable on the part of the Client.
- 7.2 The liability and consequences for doing any wrong/ illegal acts, in the Centre by the Client concerning various departments, namely, GST, income tax, custom, electricity, labour, municipal corporation, health and pollution etc. shall be of the Client exclusively and Business Pluss shall not be liable and responsible in any manner whatsoever.
- 7.3 The Client shall abide by the bye-laws and guidelines of the relevant authorities applicable to the Centre and shall carry out and obey all the legal orders and directions issued by the authorities' from time to time, unless such instructions are relevant for, and pertaining to Business Pluss.
- 7.4 Business Pluss does not make any representations as to the security of the LAN (or the internet) or of any information that is placed on it by the Client. The Client shall adopt whatever security measures to safeguard its information. Furthermore, the Client acknowledges that it has no expectation of privacy with respect to Business Pluss's internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and the Client's activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with Business Pluss's policies, regardless of whether such activity occurs on

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- equipment owned by you or us.
- 7.5 Business Pluss is not liable for any loss as a result of failure to provide a service as a result of mechanical breakdown, strike, fire drill etc. That for failure to provide any service, the Client must inform Business Pluss in writing and give Business Pluss reasonable time to correct the issue.
- 7.6 The Client agrees that Business Pluss will not be held liable for any mishap/ accident taking place on the Centre.
- 7.7 Notwithstanding anything contained in this Agreement, the Parties acknowledge and agree that the liability of Business Pluss, if any, shall be limited to the amount of the monthly Fee only plus applicable taxes.

## 8. Decorum

- 8.1 All persons including the Client shall maintain decorum at the Centre.
- 8.2 The Client undertakes not to do or cause to be done in or upon the Centre any act, matter or thing whatsoever, which may be or becomes nuisance or annoyance to the owner or any other client of any adjoining or neighboring premises, or which shall need any interference by the police or local authorities. The Client also undertakes to comply with all laws, by-laws, statutes, rules and regulations, including any terms and conditions imposed by any applicable authority as may be relevant for the Centre.
- 8.3 The Client agrees not to make any excessive noise or carry out any other activity which disturbs the peace and quiet of other clients in the Centre.
- 8.4 The Client is responsible for the actions of and all damages caused by all persons that the Client invites to enter the Centre.
- 8.5 Business Pluss is not responsible for the actions of other individuals using the Centre. Business Pluss does not endorse, support or verify the facts, opinions or recommendations of any of the users of the Centre.
- 8.6 The Client agrees and acknowledges that it shall ensure that its employees, guests, or any third party associated or connected with the Client shall not indulge in any form of behavior or activity amounting to harassment of any person at the Centre in any form, regardless of gender, religion, race, ethnicity, sexual orientation, disability or physical appearance. For the avoidance of doubt, it is specified that harassment includes but is not limited to the use of offensive verbal language, photography or recording without consent, sexual harassment including but not limited to making sexually coloured remarks and physical contact and advances. Upon the notice of any such incidence of harassment being given to Business Pluss, Business Pluss may require the Client to take action against the said individual. Without prejudice to the fact that Business Pluss at no time, has any responsibility or liability for such act, Business Pluss reserves its right to take relevant steps against the said individual or the Client, including but without being limited to, restricting the entry to the Centre, and suspension, or termination of the Agreement with such Business Pluss. Further, the Client undertakes to indemnify and save Business Pluss from any loss or costs that Business Pluss may be constrained to undergo as a result of any such act of harassment.

## 9. Meeting Rooms

- 9.1 The Client may use credits, granted to the Client, for the meeting rooms in the Centre as per the charges specified, subject to availability of such meeting Rooms. Use of meeting rooms in excess of any credits would be subject to the charges which can change from time to time.
- 9.2 The use of a meeting room by any employee or authorized personnel of the Client shall at all times be considered as authorized usage of the meeting room by the Client.
- 9.3 Once the meeting room is booked, no changes can be made. For any changes, the meeting room can only be cancelled and then re-booked. Cancellation charges may be applicable.

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- 9.4 Business Pluss may impose additional charges on the Client if the meeting has exceeded the time limit so specified at the time of booking.

#### 10. Common workspace

- 10.1 The Client shall be permitted to access the common workspaces within the Centre. Such common workspaces will be for a temporary use and not for everyday continuous work. Business Pluss may conduct events/ meetings in the common workspaces of the Centre. Business Pluss may play music in the common workspaces as per their own discretion.
- 10.2 Business Pluss reserves its right to display any form of advertising in the common workspaces at its sole discretion and does not need the leave or permission of any Client in this regard.

#### 11. Jurisdiction:

- 11.1 Civil Courts of Faridabad shall have exclusive jurisdiction in the event any disputes or differences arise in respect of, out of, relating to this Agreement. This Agreement is interpreted and enforced in accordance with the laws of Faridabad.

#### 12. Dispute Resolution:

- 12.1 Notwithstanding anything contained in the Agreement, any dispute arising out of or in connection with the Agreement shall be sought to be resolved and settled amicably within 30 (thirty) days of such dispute arising, failing which the dispute shall be referred to and finally resolved by a sole arbitrator, mutually appointed by the Parties. The Arbitration proceedings shall be conducted according to the Arbitration and Conciliation Act, 1996.
- 12.2 Arbitration proceedings shall be conducted in English. The seat of the arbitration proceedings shall be in Faridabad and the award of the arbitrator shall be final and binding on the Parties.

#### 13. Miscellaneous

- 13.1 The Client agrees to avail of the Services and facilities which may also be used by other clients of Business Pluss, and other occupiers of the Centre, with full cooperation and understanding and without creating any hindrances.
- 13.2 The Parties acknowledge and agree that nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties.
- 13.3 Nothing in the Agreement shall be deemed to grant a lease over any part of the Centre and/ or the Workspace, and the Client agrees and warrants that no such contention shall be taken up by the Client at any time.
- 13.4 If any part of the Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of the Agreement shall be affected.
- 13.5 **Costs:** The Parties shall equally pay all reasonable costs relating to this Agreement, including any legal costs whatsoever, stamp duty and any Bank charges payable by Business Pluss in respect of the Fee and other amounts received by Business Pluss from the Client pursuant to this Agreement. The Client must also pay any reasonable and proper costs including legal fees that Business Pluss incurs in enforcing this Agreement.
- 13.6 **Endorsements and Testimonials:** Business Pluss may from time to time, publish testimonials by clients related to their experiences with the Services. These testimonials are the clients' subjective opinions, and they represent individual results. Business Pluss neither verifies them nor claims that they are typical results that others will generally achieve. Names, locations, dates and other information may have been changed to protect the privacy of the individuals involved. All other testimonials and endorsements of any type, format or nature posted by users are not verified by Business Pluss, and Business Pluss makes no warranty or representation as to their accuracy. The Client should be

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- cautious when relying on any testimonials or endorsements, and should assume the results described therein are not typical or standard.
- 13.7 The failure of either party to enforce its rights under the Agreement at any time for any period shall not be construed as a waiver of such rights.
- 13.8 Business Pluss will have no obligation or responsibility to mediate or participate or indemnify any party in a dispute between clients of Business Pluss or between clients of Business Pluss and any third party. If Business Pluss deems it fit to mediate any issue between the clients of Business Pluss at the Centre then the decision of Business Pluss shall be final.
- 13.9 **Notices:** All formal notices must be in writing and:
- 13.9.1 Shall be deemed to have been served on the Client if delivered to the Centre or posted to the last known address of the Client and in the latter case shall be deemed to have been served on the third working day after posting unless personally delivered by hand. An email communication shall be deemed to have been served on the same working day after sending an email. It is expected of the Client that they keep their communication address updated with Business Pluss at all times.
- 13.9.2 Shall be deemed to have been served on Business Pluss if delivered to the Centre Manager of the Centre where the Client has taken the Centre or posted to the address of the Centre and in latter case shall be deemed to have been served on the third working day after posting.
- 13.10 It is clarified that no verbal communication shall constitute valid notice.
- 13.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of which together shall constitute the same instrument. Delivery of executed signature pages by facsimile or electronic transmission (*via* scanned PDF and email) shall constitute effective and binding execution and delivery of this Agreement. This Agreement shall become effective when each Party shall have received or emailed counterpart hereof signed by all of the other Parties hereto. Until and unless each Party has received a counterpart hereof signed by the other Parties hereto, this Agreement shall have no effect and no Party shall have any rights or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).
- 13.12 This Agreement may be amended only with the written consent of the Parties. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties hereto. No waiver shall be valid unless given in writing by the Party or Parties from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing.

For Business Pluss Network Pte. Ltd.

JAA

Director

For TFS (R&R Works) Private Limited

Authorised Signatory

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN SIGNED BETWEEN THE PARTIES ON THE DAY AND DATE FIRST MENTIONED HERE IN ABOVE


For & on behalf of  
**Business Pluss Network Private Limited**



(Authorized Signatory)

Director  
TFS (R&R Works) Private Limited

For Client:  
TFS (R And R Works)  
Private Limited

  
Authorized Signatory

Signature : .....

Name : RITUPARN SHARMA

Designation : VICE PRESIDENT

Date of Sign : .....

**Witness 1**

Signature : .....

Name : .....

**Witness 2**

Signature : .....

Name : .....