

DRAFT OF BUSINESS SERVICE AGREEMENT

AGREEMENT made at.....this ____ day of _____ 20____ BETWEEN ----- situated at - ----- (hereinafter referred to as "the Centre") of the One Part AND ----- a Company incorporated under _____ and having its corporate / registered office at _____ a Company hereinafter called "the Client") (which expression should include its successors and assigns) of the Other Part;

AND WHEREAS the Centre is a member of _____ Society, having its registered address at _____ and hereinafter referred to as the "said Society" and is in possession, use and occupation of the premises _____, 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 ----- at the said premises ----- 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 is carrying on the business of _____ and is desirous of availing certain office facilities to enable it to more conveniently carry on it's said business.

AND WHEREAS the Client has requested the Centre to grant to the Client such facilities;

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

AND WHEREAS the parties hereto are desirous of recording the said terms and conditions.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Centre hereby agrees to grant to the Client certain office facilities in the said premises as set out herein to more conveniently carry on its said business in the name and style of ----- and as incidental to such office services the Centre has permitted the Client to use until otherwise decided, a portion of the said premises and also to make available other ancillary office facilities, amenities, conveniences and services therein.

2. The Centre has agreed to render the following services to the Client:

I.to occupy and use a portion of the Business Centre at 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 said Centre.

iii. To avail of a peon's facility as may be reasonably required to attend to the needs of the Client,

iv. To avail the use of three telephone connections (two local and one with ISD facilities) in the Centre

v. To avail the use of air-conditioner in the Centre.

vi. Any further facilities which Centre at its discretion considers it necessary to provide to the Client.

vii. 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:

a. to take all reasonable and good care of the said Centre and furniture, fixtures and fittings therein as per separate list prepared and signed by the Centre and the Client) therein 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 thereto or destruction thereof, save for reasons excepted as aforesaid, 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.

b. 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.

c. to use the said Centre only for commercial purpose as an office and in a lawful manner and 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.

d. 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.

e. not to allow or permit any outsiders to use the premises or any part thereof.

f. 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.

g. to observe and perform all the rules, regulations and bye-laws of the said Society wherein the centre 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 by the Client as aforesaid.

h. 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.

i. 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.

j. Not to alter or change the original colour on the outer or inner wall of the said premises, except with the written consent of the Centre.

4. The Centre agrees to:

a. Keep the said Centre clean and tidy and provide electricity.

b. Provide a common peon facility entirely at its own discretion as may reasonably be required to attend to the needs of the Client.

c..Provide access to the NOC of the Centre's three telephone connections of which one shall have STD facility.

5. It is mutually agreed between the parties hereto as follows:

a. The term of this arrangement shall be for three months, commencing from the date of this agreement and the same shall be renewable for a further like terms, for a total period of..... commencing from the..... day of 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 removal.

b. In consideration for the services to be rendered the Centre shall from time to time submit their Bill for quarterly Standard Services charges at the rate of Rs. _____/- (Rupees _____ only) for the first four quarters, Rs. _____ (Rupees _____ only) for the next four quarters and Rs. _____ (Rupees _____ only) for the last four quarters. The Client shall also be liable to pay for the telephone rentals and the telephone calls made by the Client, electricity consumed by the Client and also other services specifically utilised by the Client on actual. These bills shall be paid by the Client within a week and in any event before demanding refund of the security deposit amount deposited by the Client with the Centre.

c. 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.

d. 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.

e. The Client shall be allowed to display its name board outside the premises at the place allotted by the Centre.

f. If the services charges/bills payable by the Client have been outstanding for from the date of receipt of the bill, the arrangement herein shall not be extended and thereupon on expiry of the two weeks, 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 removes 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.

g. Any delay or indulgence by the Centre in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Client shall not be construed as a waiver on the part of the Centre of any breach or non-observation and or non- compliance of any of the terms and conditions of this Agreement by the Client nor shall it in any manner prejudice the rights of the Centre against the Client.

h. 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.

i. The Centre shall not be responsible or liable for any:

1. 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.

2. For any personal or other injury caused to the person for the time being in the said premises on any account.

j. In the event of the Client committing any breach of the terms and conditions herein contained and failing within..... 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 5(g) of this Agreement shall apply mutatis mutandis.

k. Each party shall bear and pay the fees of their respective legal representatives.

6. As security for the due performance of the provisions hereof the Client shall deposit with Centre an interest free security deposit of a sum of Rs.-----/- (Rupees ---). 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.

7. The Centre shall be at liberty to terminate this Agreement or any renewal thereof by giving the Client three months notice in writing stating therein its desire to do so and on the expiry of such notice, and on the client removing itself, it's employees and belongings from the said premises and otherwise performing it's obligation under this agreement the Centre shall refund to the Client the interest free security deposit amount as contained in clause 6.

8. 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 of Rs._____ (Rupees _____only) and compensation and/or manse profits of Rs._____ (Rupees _____) per day for the wrongful and unauthorised 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.

9. It is further agreed and declared between the parties hereto that the permission hereby granted by the Centre to the Client to use a portion of the said premises is incidental to the availing of 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.

10. Any dispute between the parties hereto shall be referred to the sole arbitration of Mr_____. Having his / its office at _____and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands,
the day and year first hereinabove written.

SIGNED AND DELIVERED by

_____)

as partner / proprietor of the Centre.)

in the presence of _____)

SIGNED AND DELIVERED by the)

Within named _____)

in the presence of _____)