**Business Center & Client Registration Agreement**

This Business Centre & Client Registration Agreement (hereinafter referred to as **“Agreement”**) is being executed on this ---------------------------------- by and between

**[**•**]**, a company registered under the Companies Act 2013, having its registered office at **[**•**]**, (hereinafter referred to as **“**HQ Provider) on the one part;

**[**•**]** a company registered under the Companies Act 2013, having its registered office at **[**•**] (**hereinafter referred to as **“Client”)**; and

**UPFLEX ANAROCK INDIA PVT. LTD.**, a company incorporated under companies Act 2013, having its registered office at 1002, 10th Floor, B Wing, One BKC, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051 **(**hereinafter referred to as **“Service Provider”).**

*HQ Provider & Client & Service Provider are individually referred to as Party & collectively as Parties.*

This Agreement summarizes the principal terms, as of the Starting Date in relation to the location specified below. The provision of this Agreement shall be binding on both parties with effect from the Starting Date. The Parties acknowledge and agree that the Business Centre & Client Registration Agreement shall be governed by the Terms and Conditions annexed hereto (Annexure 1).

| **GENERAL DETAILS:** | |
| --- | --- |
| **Name of the HQ Provider** | **[**•**]** |
| **Name of the Service Provider** | **UPFLEX ANAROCK INDIA PVT. LTD.** |
| **Name of the Client** | **[**•**]** |
| **Location (“Business Centre” or “Centre”) and description of the Premises, Number, Type of workstations and other items:** | Total Effective Seats = \_\_\_\_ Seats; **(hereinafter referred to as “Premises”)**. |
| **Client Address Line 1:** | **[**•**]** |
| **Client Address Line 2:** | **[**•**]** |
| **Client PAN & GSTIN details**  **(Attach Copy also)** | **PAN:**  **[**•**]**  **GSTIN: [**•**]** |
| **Client (Authorized signatory/Representation)** |  |
| **Client (Phone number)** |  |
| **Client (Email ID)** |  |
| **COMMERCIAL DETAILS** | |
| **Monthly Fee/Charges (INR)** | A non-refundable and non-adjustable monthly fee/charges of INR. **[**•**] (Indian Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** (Taxes extra) payable by 5th of every month in advance provided Service Provider sends the invoice to the Client by 1st of every month. (Monthly fee/charges per seat is INR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Tax extra)) |
| **Start Date for Monthly Fee/Charges** | **[**•**]** |
| **Inclusions & Exclusions in the Monthly Fee/Charges** | The inclusions & exclusions in the offered monthly Fee/charges are detailed as part of Annexure 2 of this agreement |
| **Agreement Tenure from Starting Date:** | **[**•**]** Months from the start date |
| **Client Lock in Period** | **[**•**]** Months from the start date |
| **Escalation on Monthly Fee/Charges (%)** | **[**•**]**% every year on last paid a fee/charges |
| **Interest Free Refundable Security Deposits (IFRSD)** | Equivalent to **[**•**]** months fee/charges i.e., INR **[**•**]** |
| **Notice Period (in months)**  **(post full completion of Lock In Period, applicable for either party Client or HQ provider)** | Either Party may terminate this Agreement post completion of Lock-in Period by serving **[**•**]** months advance notice to other Parties. |
| **Taxes (GST)** | 18% (as per applicable norms) |
| **Office Operation Timings** | Business hours are [6] days a week, 8 hours/day, from **[**•**]** except, National holidays, or other holidays declared by the Government.  Any additional hours will be chargeable, additional hour basis |
| **Four-Wheeler (Car Parking) slots allocated** | **[**•**]** |
| **Fee/Charges for Car Parking Slots (INR/Month if any)** | **[**•**]** |
| **Agreement Charges** | To be borne equally by all the parties |
| **Additional Details** | **[**•**]** |

**\*Please note that the Agreement ends on the last calendar day of the month irrespective of Starting Date.**

| For **HQ PROVIDER** | For **SERVICE PROVIDER** |
| --- | --- |
|  |  |
| **Name:**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Title:** Authorised Signatory | **Title:** Authorised Signatory |
| **Date:** \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_, 2022 | **Date:** \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_, 2022 |
|  |  |
| For **CLIENT** |  |
|  |  |
| **Name:** Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| **Title:** Partner / Authorised Signatory |  |
| **Date:** \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_, 2022 |  |

**ANNEXURE 1**

**Terms & Conditions to the Agreement**

1. This Agreement by and between HQ Provider, the Client and Service provider is to provide office spaces and services per the Business Centre & Client Registration Agreement. Collectively, we refer to the Business Centre & Client Registration Agreement, and this Annexure 1 and other applicable Annexures as the “Agreement”. The Agreement is a binding contract between Client and HQ Provider and Service Provider.
2. At all times, the Premises and Business Centre remains in HQ provider possession and control. The Client accepts that the Agreement creates no tenancy interest, leasehold estate, rights or other interests in the Clients favour with respect to the Center and/or Premises. HQ Provider are giving Client the right to share the use of the Centre with other customers. Client also agrees to comply with any and all reasonable “House Rules” (For example, COVID19 guidelines set by the The HQ Provider) and related policies shared by HQ provider with the Client, which HQ Provider generally establishes with users of the Center and are in place and enforced to ensure that all customers have a professional environment to work in.
3. (a) The Center, including the furniture, fixture, fittings, amenities etc. is in complete possession and control of HQ Provider. Client will have the right to use them only upon payment of the prescribed charges as mentioned in this Agreement. The Client shall not make any changes or modifications in the layout or furniture/fixtures which are provided without the written approval of HQ Provider.

(b) The Client shall nominate at least one of its representatives (preferably an end user) to co-ordinate with HQ Provider and Service Provider, routine matters like additional services, service standards, complaints, payments etc.

(c) The Client shall be entirely responsible for the activities of its agents, employees, associates, invitees, suppliers, and any permitted visitors (“Users”). The Client shall forthwith inform HQ provider in writing, if the facility granted by HQ provider to any User of the Client is withdrawn for any reason whatsoever.

(d) The Client shall not carry on any business or activity, which, under any law for the time being in force, could be construed as illegal, defamatory, immoral or obscene and agrees not to use the address of HQ Provider whether directly or indirectly for any such purpose or purposes. The Client may use the address of the Business Center as a correspondence address for the purpose of availing Loan/Credit Cards and related banking activities with prior one-time approval from HQ Provider in writing. HQ provider telephone board line numbers cannot be printed or published on any form of correspondence or advertising.

(e)The Client will not carry out any activity which will be in competition to HQ Provider like providing serviced office space, meeting rooms etc. in the Premises during the term of this Agreement.

(f) The Client is not allowed to use the address of the Business Center for the purposes of obtaining any registrations or making any filings under any applicable law for time being in force. The Client may use the Center address as its business correspondence address only. Any other uses such as including but not limited to using the Center for the Client’s registered address are prohibited without HQ provider’s prior written consent.

(g) The Client must only use the Center for office purposes and business purposes only. Office use of for a “retail” or “medical” nature, involving frequent visits by members of the public, is not permitted.

1. (a) An Interest Free Refundable Security Deposit will be paid at the time of confirmation and signing of this Agreement by Client to HQ Provider.

(b) Receipt by HQ Provider of duly signed Agreement and the appropriate Security Deposit shall be deemed as acceptance of these terms by the Client.

(c) The Security Deposit will be refunded to Client within 40 days from during the Client’s exit only when all the outstanding dues (if any) will be cleared by the Client, provide all such dues are intimidated by HQ provider to the Client 20 days prior to the date of exit. HQ provider shall have the right to hold the amount equivalent to the TDS amount until the receiving of applicable TDS certificate from the Client, in the case wherein certificate does not reflect online (26AS), provided such any such amount cannot be held by HQ Provider beyond a period of 40 days from the date of exit.

(d) In the event of the Client extending its tenure with HQ provider, it will have to communicate the same in writing in advance. The Parties, shall on execution of an addendum agreement, renew the tenure of this Agreement as per the Fee/charges rate revision stipulated herein above . However, in absence of any communication from either of the parties, the Agreement will be renewed only upon mutual agreement and the monthly fees/charges except for the terms will be discussed and finalized mutually based upon the ongoing market situation.

(e) If the Client makes use of the Center and/or Premises identified under this Agreement beyond the tenure specified above, the Client shall be liable to pay such revised fee as per clause 4 (d).

(f) Post the full completion of the Lock in Period, the Client may terminate this Agreement for any reason whatsoever upon issuance of a due notice to HQ provider as per the Agreement. However, in case the Client terminates the Agreement any time during the lock in period in that event, Client agrees to pay the Monthly Fee/Charges to HQ provider for the remaining months of lock in period.

(g) To the maximum extent permitted by applicable law, HQ provider can put an end to this Agreement by giving the Client notice of 15 (fifteen) days and without need to follow any additional procedure if (i) the Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due for a period extending 15 days and the Client does not pay the same before the expiry of the said notice period, or (ii) the Client is in material breach of one of its obligations which cannot be put right or which HQ Provider have given the Client notice to put right and which the Client has failed to put right within ten (10) days of that notice, or (iii) Clients and its Users conduct, provided such User has entered the Premises upon valid permission or invitation of the Client, is illegal as per applicable law. If HQ provider puts an end to this Agreement for any of these reasons, it does not put an end to any outstanding obligations of either parties hereunder, including the monthly office fee for the remaining notice period.

(h) If the Client leaves any property and belongings after the due notice period, termination and/or expiration of the Agreement in the Business Center, HQ Provider may dispose of such in any way HQ provider chooses without owing the Client any responsibility and liability for it or any proceeds of such sale.

1. (a) The Client may install any IT, Telecom or cabling related to such equipment with the prior written express permission of HQ Provider and such consent shall not be unreasonably withheld by HQ provider. Any permitted installations would be carried out under supervision of HQ provider authorized personnel.

(b) Any damage to furniture except for damages arising out of reasonable use of the furniture will be treated as disfigurement of Center property and will be charged at a price to restore the said property to the condition received, to the extent such damage has been caused by the Client.

1. (a) HQ provider shall make every effort to provide high standards of efficiency in providing the services including but not limited to providing uninterrupted and high speed internet as per annexure 2. Should the mentioned service not be available between office hours for 03 consecutive days or more, then the HQ Provider agrees to have monthly fee/charges abated in proportion to the period of time such services are not available to the Client, the amount for which will be decided in consultation with HQ Provider.

(b) Every effort will be made to provide a secure environment to Client, however, HQ provider will not be responsible for any personal items like cash, jewellery, or any other valuables kept/left at the Center. The Client may keep such items/goods or any valuables at his/her entire risk and the Center does not under any circumstances undertake to compensate the Client in case of loss arising out of theft or any other unforeseen circumstances, except to the extent such loss or theft is caused by HQ Provider negligence or acts of its employees/third party service providers hired by HQ provider.

(c) Though HQ provider would cover all its fixtures and equipment under insurance, it recommends that Client should make best efforts to cover any additional equipment (that Client may have installed) under a separate Insurance cover and HQ provider does not take responsibility for such equipment, except to the extent such loss to the fixtures and equipment is caused by HQ provider negligence or acts of its employees/third party service providers hired by HQ provider.

(d) HQ provider does not make any representation as to the security of Internet provided through Third-Party Vendor or any information that the Client places on it. The Client should adopt whatever security measures (such as encryption) it believes are appropriate to its business & circumstances. HQ provider shall provide a dedicated link through the Third Party Vendor and for avoidance of any doubt HQ provider does not have any control over the link usage or security. This dedicated link will not be shared with any other customer of HQ provider. The Client should install firewall and other related security features as per their own requirements and standards and will have to manage network security by themselves only.

1. (a) In case Central Air Conditioning/ Power backups are required after working hours, or on Holidays and Sundays, the same will be charged at additional rates

(b) The Client agrees that it will make the best efforts not hire any employee or support staff of HQ provider during the tenure of the Agreement and for a period of 02 months beyond the expiry/termination of this Agreement or any extended period provide such employee or support staff has explicitly informed the Client in writing regarding their employment with HQ provider.

(c) Keys and/or entry cards to Client cabin and other meeting rooms remain HQ provider property at all times. The Client or its employees or any other person related directly or indirectly with the Client must not make any copies of them or allow anyone else to use them without HQ Provider’s consent. Any loss directly incurred due to the act/omission of the Client must be reported to the Manager of HQ provider immediately and the Client must pay the cost of replacement keys or cards and/or changing locks, if required.

1. (a) The payment towards monthly charges and applicable use shall be paid on or before 5th of each month. Submission of invoice by Service Provider to the Client will be done by 1st of every month. Service Provider agrees that Client shall be given buffer period only due to gazetted/bank holidays for additional 3 days. Any delay in payment after the buffer period will attract delayed payment processing charge @ 18 % (eighteen percent) per annum. Invoice disputes: In case of any dispute in any charges levied by the Service Provider, the Client must notify Service Provider in writing of such disputed amount and the reasons for it within the primary 7 (seven) calendar business days from the date of the receipt of the invoice. The Client must pay the amount not in dispute by the due date or be subject to late fees. Service Provider and the Client will endeavour to resolve, by mutual discussion, the disputed portion of the charges within one week of receiving a notice from the Client.

(b) HQ Provider reserve the right to withhold services (including for the avoidance of doubt, denying Client access to the allocated office spaces) while there are any outstanding fees beyond the agreed upon timelines as per clause 8 (a) or the Client is in material breach of the Agreement provided Service Provider has given reasonable prior written intimation to the Client to rectify the said breach.

(c) Each Party agrees to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which it is required to pay to any governmental authority.

(d) Service Provide can require the Client to pay an increased security deposit if outstanding fees exceed the Security Deposit held.

(e) The monthly office fee/charges are payable monthly in advance. Unless otherwise agreed in writing, Service Provide will provide recurring services, if any, at the specified rates for the duration of this Agreement (including any renewal).

1. (a) It is mutually agreed between the Parties that during a Force Majeure Event the Client shall make payment Fees/Charges to Service Provider that are normally due for such a period. Notice of a Party’s failure in performance hereunder due to Force Majeure Event must be given to the unaffected Party promptly thereafter but no later to thirty (30) days after its occurrence which notice shall describe the Force Majeure Event and the actions taken to minimize the impact thereof. The affected Party shall use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as applicable, as soon as reasonably practicable. In no event shall any Party be required to prevent or settle any labour disturbance or dispute. At the discretion of HQ Provide and upon mutual agreement, in case of any unforeseen circumstances which renders the Premises unusable, HQ Provider can require for the Client to use alternate office spaces at no additional cost which would be of equivalent size and capacity as that under use by them. Subject to above, delays due to circumstances beyond the control of Client do not constitute abandonment and shall not be included in calculating time frames for payment or performance. For avoidance of doubt calculation of the lock-in period shall not be impacted by any Force Majeure Event.

For the purposes of this Agreement “Force Majeure Event” shall mean and include any event beyond such Party’s reasonable control including but not limited to Acts of God, war (whether declared or not), armed conflict or the serious threat of the same civil war, act of terrorism, pandemic, outbreaks of infectious disease or any other public health crisis declared and certified by government authorities; requisition, nationalization; natural disaster such as, earthquake, landslide, damage or destruction by lightning, explosion, fire or any other event which is beyond the reasonable control of the affected party.

(b) HQ Provider employees or their vendors (accompanied by HQ Provider employee) would have access to the Premises occupied by the Client in case of requirement to carry out inspection, repair and maintenance, cleaning or other routine work. Security procedures would be followed in case such work is carried out in the absence of the Client’s representatives and, advance notice would be given to the Client for such work.

(c) Either party shall not be liable to the other party for any consequential, indirect, exemplary, incidental, special nor punitive damages bases on any claim arising out of the Agreement and have any liability to the such party for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any related loss. HQ Provider strongly advises the Client to insure against all such potential losses, damage, expense or liability.

(d) HQ Provider & Service Provider can, during the term of this Agreement, use the Client’s name and logo on the marketing collaterals and website under client list only with the prior specific approval of the Client in writing.

(e) This Agreement and its terms would be kept confidential by both parties and would not be shared with anyone. The Parties warrants that their execution of this Agreement has been duly authorized so that it is not subject to any further approvals or ratification in order to become a binding obligation of the Parties. Both Parties agree that they shall, at all times, and at their own expense shall (a) strictly comply with all applicable Indian laws, rules, regulations and governmental orders, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such laws, rules and regulations and orders; and (c) maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Indian Governmental departments and agencies to the extent necessary to perform its obligations hereunder.

(f) All disputes between the Parties arising out of this Agreement shall be subject to the Arbitration. The sole arbitrator will be appointed by the disputing Parties mutually and his decision in the matter will be final and not challengeable in any court. Any fees charged by such Arbitrator will be borne equally by The Client and The HQ Provider.

**[INTENTIONALLY LEFT BLANK]**

**ANNEXURE 2**

**Inclusions & Exclusions in the Monthly Fee/Charges**

**Inclusions in the Monthly Fee/Charges:**

1. Security Guard
2. Pantry boy
3. Maintenance Services
4. Housekeeping Services
5. Internet @ Primary @ upto 100 Mbps lease line
6. Internet @ Back up broadband
7. Housekeeping/Washroom Consumables
8. Beverages (Tea, Coffee, Water)
9. Admin cum Community Manager
10. Electricity Bills
11. Ad hoc Repair & Misc.
12. Meeting Room: [2Hrs/Seat/Month] (Subject to availability with prior advance booking)
13. Conference Room: [ 2Hrs/Seat/Month] (Subject to availability with prior advance booking)
14. Printing: [10 Pages/Seat/Month]
15. Disposables (Cups, tissue, sanitizers, soaps etc.) – Yes
16. Locker / Closet / Drawer/Pedestal – [NA]
17. Blinds and Windows– Yes, Tinted film has been placed at the allocated area’s windows
18. CCTV with night surveillance – Yes, CCTV at Entry / Exit Point but employees should be there in work timings only
19. Lighting / cooling and other electrical fixtures to be fully functional with maximum downtime of 24 hours – ACs are operational and heater not included

**Exclusions in the Monthly Fee/Charges:**

1. Courier Services
2. Biometric Machine- To be procured and setup by the HQ Provider, procurement cost and setup fee will be borne by The Client
3. Storage – Not Available (The Client is allowed to bring their own additional storage without causing any modification to the HQ provider’s setup or causing any damage to the property)