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ISO 9001 : 2015 QMS CERTIFIED- BRIT QUALIS CERTIFICATION AUTHORITY (UK) NO.: BRIT05502 CORPORATE IDENTIFICATION NUMBER (CIN, GOVT. OF INDIA): U74999WB2021OPC246585 MINISTRY OF CORPORATE AFFAIRS (MCA, GOVT. OF INDIA) REGISTRATION NO.: 246585 GST IDENTIFICATION NUMBER: 19AAVCA5193L1ZR TAN NUMBER: CALA29475F

PAN NUMBER: AAVCA5193L

# ANNEXURE

# TERMS AND CONDITIONS

#### FORMATION OF CONTRACT

- 1. These Terms and Conditions along with the price quotation/ estimate of works provided by Pegasus Design Inese terms and Conductors along with the price quotation/ estimate of works provided by Pegasus besign Solutions" (the "Consultant"), a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, which tells the services set out the entire contract between Pegasus besign Solutions", a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, and you (the "Client") and will apply as soon as the document has been signed and handed over to Pegasus Design Solutions", a Regd. Trademark Brand Business Unit of the AskPEGASUS Deviced of CONSULTANCY SERVICES OPC DEVICES OPC ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, to provide the services (the "Services")
- Before acquiring the Services the Client should read these terms and conditions carefully. If you do not agree with them, do not use the Services.

#### SCOPE OF WORK

- Pegasus Design Solutions<sup>110</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, been approached to provide specific exterior/ interior/ landscape design and design related services only. Pegasus Design Solutions<sup>144</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, is not a general contractor and will not act in such capacity. Any issues concerning construction elements must be discussed between the Client and his/her civil/allied contractor, if there is any.
- Pegasus Design Solutions<sup>™</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, will endeavor to advise the client of the predicted timescale of works as soon as is possible after the quotes have been produced. All such dates shall be approximates only and Pegasus Design Solutions<sup>19</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, cannot be held responsible for any delay in completion. Pegasus Design Solutions<sup>19</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, is responsible for organizing Third Party companies, firms or individuals
- ("Third Party Suppliers") to undertake certain work for the Client, such as decorating, building work, painting, ("Inited Party Suppliers') to Undertake certain work for the Lient, such as decorating, building work, painting, plumbing, carepentry, carept fitting, curtain, furnishings and blind manufacture and fitting and such other work as confirmed by Pegasus Design Solutions<sup>™</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA. Due to the Aesthetic nature of the Design business, it cannot be guaranteed that the Clients will always like our recommendations. Client will be involved in the process of selecting of Aesthetic components of the Design. However, Design can be subjective, because beauty is to the beholder. Therefore, the Consultant cannot provide
- any refunds in cases of Aesthetic disagreements. However please feel free to contact Pegasus Design Solutions<sup>10</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, and the Consultant will be happy to discuss the design concept further and may perhaps make lations in special cases.

#### C. CLIENT OBLIGATION

- The Client shall ensure that the property is accessible to the Authorized Design Executives of Pegasus Design The Client shall ensure that the property is accessible to the Authorized Design Executives of Pegasus Design Solutions", a Reg.1. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, and/or any of its prospective Clients, and/or any Authorized third party suppliers providing services anytime before, after and throughout the duration of works. The Client will ensure that basic utilities such as electricity and water are available for use at the property throughout works and at no cost to Pegasus Design Solutions", a Regd. Trademark Brand Business Unit of the
- 2. AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA.

#### PURCHASING OF RENTAL PRODUCT

- D. 1. From time to time, Pegasus Design Solutions<sup>w</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, may need to purchase products for the Client in addition to the scope of work already proposed. In such cases, full payment of the agreed purchase price is required
- from the Client prior to purchasing the agreed products. In cases where furniture or accessories have been rented, it remains the Client's responsibility to insure the furniture and accessories against all risks, damage or loss. 2.
- THIND PARTY SUPPLIERS THE O PARTY SUPPLIERS The Client will form a contractual relationship with Third Party Suppliers, if required, and will be responsible for
- The Client win tother a contractual relationship wind mite Party Subplets, in required, and win be republished to managing these relationships and any financial settlements direct with any Third Party Subpliers. If so requested, Pegasus Design Solutions<sup>14</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTARVC SERVICES OPC PRIVATE LIMITED, INDIA, may coordinate the services and financial settlements with the Third Party Suppliers on their behalf, as part of the service undertaken, but the Client will remain ultimately responsible for the contractual relationship with the Third Party Supplier. Pegasus Design Solutions<sup>14</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, is not responsible for forming any contractual relationship on behalf of the client. 2.
- client

#### PAYMENT AND BILLING TERMS F.

- in Indian Rupees. All prices quoted are exclusive of all Government/Corporate, withhold, national or local tax charges
- 2. The charges for the services are set out in the proposed price quotation/ estimate accompanying these to conditions or as amended or updated by Pegasus Design Solutions™, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, and communicated to the Client. з.
  - SAF CONCO ADVISION CONSOLITATED SERVICES OF PRIVATE LIMITED, INDEX and Communicated to the Client Payments shall have to be made as follows:
    STAGE-11 30% AS MOBILIZATION ADVANCE along with this counter signed document, which will together act as the official work order to initiate the said work;
    STAGE-2) 50% PAYMENT AFTER COMPLETION OF APPROXIMATELY 30% WORK;

  - c) (STAGE-3) 15% PAYMENT AFTER COMPLETION OF APPROXIMATELY 50% WORK; and balance
- (c) (STACE3) L37 FINITER AFTER CONFECTION OF AFTEROMMENT OF 00 WORK, and balance () (STACE4) 5% JUST EFFORE FULL COMPLETION OF THE JOB. Price Quotation/ Estimate shall be valid for a period of 7 CALENDAR DAYS from date of quote. Quotations are market dependent and may escalate beyond the deadline. Other Time Bound Offers/Discounts shall expire beyond stipulated timeline wherever mentioned
- Payment should be made online through PAYMENT GATEWAY LINK or bank transfer through NEFT/ RTGS/ IMPS or WALLET or by cheque or by any other mode as may be mutually agreed upon.
- WALLE1 or by cheque or by any other mode as may be mutually agreed upon. Cheques may be made payable to askPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, or to any other account, as confirmed by Pegasus Design Solutions<sup>114</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA. All payments to Pegasus Design Solutions<sup>114</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, are due immediately upon presentation of invoice via Email/
- 7. WhatsApp/etc., except where the invoice is sent via post where payments shall be payable within 5 working days from the date of the invoice
- Interest at the rate of 5% per month shall be payable on all accounts not settled by their due date. The interest will be added monthly thereafter from the due date until the settlement is received.

You are requested to kindly countersign on a copy of this document and return the same for our official records. Best Regards,

Authorized Signatory / Director,

Pegasus Design Solutions™,

## AskPEGASUS ADVISORY CONSULTANCY SERVICES OF PRIVATE LIMITED, INDIA

Disclaimer: This message contains confidential information and is intended solely for the reference of the individual or entity to whom they are addressed. It may also be privileged or otherwise protected by work-product immunity or other legal rules. If you are not the named addressed, pour solution of disternance, distribute or copy this message in any form whatsever. Please notify the sender immediately if you have received this message in any form whatsever. Please notify the sender immediately if you have received this message on any further delete this at your end. If you have received this as a soft copy version, please note that soft copy transmission cannot be guaranteed to be secured or error-free as information acual be intercepted, lost, destroyed, arrive late or incomplete, or contain insuss. Therefore, no liability shall be accepted for one yers or ansissions in the contents of this message, which can arise as a result of digital transmission. If onward cross verification is required for reasons whatsever, please request a duly signed hard-copy version from the autor. Copyright © 1999 AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA - All Rights Reserved.

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(https://pegasusorg.com/terms-and-conditions) Should Pegasus Design Solutions<sup>14</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, have to instruct a debt recovery agency, or instigate legal

- 9. proceedings; the Client will be liable for any such costs incurred. CANCELLATION AND TERMINATION POLICY
- Cancellation and remains from Policy The Client has the right to cancel this contract (the "Contract") at any time up to the end of seven working days after the day on which the Contract is concluded, subject to the following provisions. A working day is any day other than weekends and bank or other public holidays.
- The client does not have the right to cancel the Contract if the supply of the Service begins with the Client's
- The client does not have the right to cancel the Contract if the supply of the service begins with the Client's agreement before the end of the serven working day cancellation period. To exercise the right of cancellation as set out in clause 7.1, the Client must give written notice to Pegasus Design Solutions<sup>™</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, by hand or post or email at Pegasus Design Solutions<sup>™</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, address or email as set out in clause 9.2 below
- Once the client has notified Pegasus Design Solutions<sup>10</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, that the Client is cancelling the Contract, Pegasus Design Solutions<sup>10</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, will within 30 days close all Services towards the Client.
- Following the seven day period set out in clause 7.1, the client has the right to terminate the contract at any time giving notice in writing to Pegasus Design Solutions<sup>™</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS grung induce in writing to Pegassi Section 5, a Regu. Frademark Brain Bosiness Unit of the AskPEGASS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, The Client will be liable to pay Pegasus Design Solutions<sup>\*\*</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, for the services provided to the date of Termination (including but not limited to Services already performed, goods and materials supplied or ordered on the Client's behalf, any services that may incur cancellation fees and any travel or accommodation costs incurred by Pegasus Design Solutions™, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED. INDIA. Consultants)
- A delay by either party in acting on a breach of this contract will not be regarded as a waiver of the breach. If either party waives a breach of the Contract by the other, the waiver is limited to the particular breach.
- Termination of contract will not affect either party's outstanding rights or duties, including Pegasus Design Solutions™, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA,'s right to recover any money owing to it under these terms and conditions.
- LABILITY Pegasus Design Solutions<sup>144</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, shall have no Liability to the Client for any loss, damage, costs, expenses or 1. other claims for compensation arising from any information or instruction supplied by the client which is or are incomplete, incorrect or inaccurate.
- incomplete, incorrect or inaccurate. Pegasus Design Solutions<sup>11</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, shall not be liable to the Client for any unforeseeable loss or damage arising from the provision (or non-provision) of the Services, including loss of profit or consequential loss or damage. Neither Pegasus Design Solutions<sup>11</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, nor the client shall be liable for any failure to perform its 2.
- duties under this Contract due to circumstances beyond its control, including without limitation flood, fire or otherwise adverse weather conditions.
- otherwise adverse weather conditions. To enable Pegasus Design Solutions<sup>™</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, to deal with any issues that may arise relating to the Services, the Client must provide full details of any issues within 7 days of the supply of the relevant services.
- Nothing in these Terms and Conditions affects any liability for death or personal injury caused by Pegasus Design Solutions™, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA,'s negligence or for fraudulent misrepresentation, or the Client's statutory

Pegasus Design Solutions<sup>™</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, will only use personal information provided by the Client for the purpose of providing the Services, or for informing the client of the availability of similar services, unless the client agrees

- The Client can correct any information, or ask for information about the Client to be delayed, by giving written notice to Pegasus Design Solutions™, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA.
- Pegasus Design Solutions<sup>14</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA has taken every measure to prevent internet fraud and ensure data collection from you is stored as securely as possible. However, liability cannot be taken in the event of a breach in its 3. ure computer servers.

### COPYRIGHT

- The copyright, design right and all other intellectual property rights in any materials and other documents or items prepared or produced for the Client by or on behalf of the Consultant, in connection with the Services shall belong prepared or produced on the Client by or on Demon on the Consultant, in Connection with the 3 encess shall be only to and absolutely and any such materials, documents or items shall be or remain the sole property of Pegasus Design Solutions<sup>14</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE UNITED, INDLA. Pegasus Design Solutions<sup>14</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES
- 2. SERVICES OPC PRIVATE LIMITED, INDIA, shall be permitted to use photographs/ images/ videos/ etc. of the Client's property which demonstrates the Services provided by the Consultant/affiliate, for their own marketing, branding,
- property which demonstrates the service protect = , publicity and other miscellaneous purposes. The Client shall be entitled to use any such materials, documents or other items as are referred to in paragraph 10.1 in connection with the Services but shall not be entitled to copy any such items or use them for any commercial purpose. In accessing the website the Client hereby agrees that he/she will access the content solely for personal, non-commercial use GENERAL
- Pegasus Design Solutions<sup>10</sup>, a Regd. Trademark Brand Business Unit of the AskPEGASUS ADVISORY CONSULTANCY SERVICES OPC PRIVATE LIMITED, INDIA, may assign or sub-contract the Contract if this is necessary for Operational reasons or in connection with a business transfer or reorganization. Otherwise, the contract is not transferable by 1. either party
- 2. Photos/ images/ videos/ etc. on this site are for artistic illustration purposes only and are intended to be representative of potential design products under discussion

**RECEIVED & ACCEPTED** 

(KOLKATA)



SIGNATURE:

DATE: