

## COWORKING OFFICE AGREEMENT

Set out below are the terms and conditions on which **Iksana** (hereinafter referred to as “**First Party**”) has agreed to permit the utilisation of services by **[Client Name]** (hereinafter referred to as the “**Second Party**”) at the Premises/ Centre (*defined hereinafter*). The First Party shall allow the Second Party to use the Premises as its Registered Office and for other statutory registrations under applicable laws. The Second Party is required to read, understand and acknowledge with a signature this agreement (the “**Agreement**”) for provision of the services by the First Party, thereby expressing acceptance and compliance of its terms and conditions.

### Membership Details Form

Membership Details:	<b>[Client Name]</b> <b>[CIN]</b> <b>[PAN]</b> <b>[GSTIN]</b> <b>[Alternate Address]</b>
Nature of Business:	<b>[Brief Description of Nature of Business]</b>
Authorised Signatories:	<b>[Insert Name(s)]</b> vide authorization letter dated <b>[Insert Date]</b>
Agreement Date:	_____
Start Date (w.e.f.):	_____
Commitment Term (Agreement Term) and Lock-in Period	<p>The term of this Agreement is effective <b>[Insert Date]</b> and shall be valid for a period of eleven (11) months till <b>[Insert Date]</b>.</p> <p><u>Lock-in Period:</u> 11 Months from the Start Date</p> <p>Unless either Party hereto notifies the other Party in writing of its desire to terminate this Agreement at least 2 (two) months prior to the date of expiration of this Agreement, this Agreement shall be automatically extended for successive Eleven (11) month periods on the expiry of the Term and, if so required, with such amendments, modifications, revisions and/or other changes to the terms and conditions of this Agreement as may be agreed to by the Parties in writing.</p>
Centre/ Premises	n
Premises/ Services	<p>Dedicated Workstation at the Centre as earmarked for the Second Party.</p> <p><b>Workspace Inclusions:</b></p> <ul style="list-style-type: none"><li>a) Standard office furniture with wiring and cabling and storage</li><li>b) Shared internet bandwidth (for general browsing and email)</li><li>c) Utilities: Electricity, Water, Air-Conditioning, UPS &amp; DG Power Back-Up for a 12-hour use per day (Monday to Saturday) (Extra charges will be levied for additional usage as per the house rules)</li><li>d) Regular housekeeping of the workspaces</li><li>e) Refreshments (tea/ coffee/ water) on a self-service basis from the pantry.</li><li>f) CAM Charges: Common Area Building Maintenance, Building Security, Building Insurance, Land Charges, Water Charges, Garden and Parking Maintenance, Electrical Room Maintenance, Lift Maintenance, Cafeteria Maintenance, Washroom Maintenance, and Building Garbage Disposal</li></ul> <p><b>Registration Office Service:</b></p> <ul style="list-style-type: none"><li>1. Registered Office Service: The First Party shall issue government compliant NOC stating no objection, for any statutory registrations required by the Second Party (such as GST Registration)</li><li>2. Mailing Address and Package Handling: Acceptance of mail and deliveries during Regular Working Hours. The First Party will accept and collect all the mails and deliveries, addressed to the Second Party, which may arrive at the Premises during Regular Working Hours. The First Party will treat all such mails and deliveries as privileged and confidential and will not and will prevent its personnel from opening the packages of such mails and deliveries, unless otherwise instructed by the Second Party. The First Party will intimate the Second Party immediately regarding the receipt of package(s) and if requested by the Second Party, the First Party shall open the package, scan the contents of the package, and email the same to the SPOC or any other authorized person of the Second Party immediately. The First Party shall keep the contents of the opened</li></ul>

	<p>package(s) confidential at all times. The First Party shall dispatch the said packages to the address of the Second Party mentioned first herein above (if so, requested by the Second Party) at actual cost within 24 hours of receipt of the package(s), provided that if the package is received during non-Regular Working Hours, then the same shall be dispatched within 24 hours of the next Regular Working Hours.</p> <p>3. Display of Company Board: At the reception of the Centre and the Premises.</p> <p>Regular Working Hours: 10:00 to 18:00 (Monday to Saturday). The Premises remains closed on any public holidays (national/ state).</p>
<b>Membership Fees/ Leave and License Fees</b>	<p>INR + GST for the Agreement Tenure, payable in advance at the time of signing of this Agreement.</p> <p>Annual Escalation: 5%</p>
<b>Service Retainer Fee/ Security Deposit</b>	NIL
<b>Refund</b>	If the GST Registration of the Second Party at the Premises is rejected by the GST Authority and such rejection is not curable, then the First Party shall refund the Membership Fees to the Second Party.
<b>Terms and Conditions:</b>	<b>Terms and Conditions of the Membership Agreement Annexed</b>

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Authorised Signatory

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Authorised Signatory

SAMPLE

## TERMS & CONDITIONS OF THE COWORKING OFFICE AGREEMENT

### 1. SCOPE OF SERVICES.

- a. In lieu of the Membership Fees and subject to the terms and conditions of this Agreement, the First Party agrees to provide the services to the Second Party for use of the Premises and Registration Office Services along with other ancillary services (hereinafter collectively referred to as the "Services"), as detailed in the Membership Details Form.
- b. Use of the Premises, services and other facilities at the Centre by the Second Party shall be strictly in accordance with the terms of this Agreement, the house rules of the Centre (as updated from time to time), and security protocols of the Centre.

### 2. TERMS OF USE.

- a. The Second Party warrants to use the Services only for the nature of business as mentioned in the Membership Details Form as per applicable statutory law(s), and for no other purpose(s) whatsoever.
- b. The Second Party must carry on its business either in the name as stated in this Agreement or in the name of one of its notified subsidiaries/ affiliates.
- c. The Second Party will be solely responsible for action and supervision of its personnel working at the Premises, and their compliance to the house rules of the Centre.
- d. The Second Party shall furnish all relevant documents for verification, including but not limited to Aadhaar, PAN, TAN, or any other document, of the Second Party.
- e. The Second Party agrees to maintain the books of accounts at the Premises. Non-compliance with respect to non-maintenance of books of accounts shall be on the Second Party.
- f. The Second Party shall be solely responsible for ensuring compliance with the requirements prescribed under applicable law(s) in relation to its business operations. Under no circumstances whatsoever shall the First Party be liable or bear any responsibility on its part for any act(s)/ omission(s) of the Second Party or any arrangements entered into by the Second Party with any person including in relation to Centre, the Premises and/or the use of the Services for the purpose of obtaining statutory registration under prevailing statutory laws. Any defaults towards statutory and/ or other compliances including taxes under applicable laws in India and/ or the local regulations attributable to the Second Party are the sole responsibility of the Second Party.
- g. The Second Party acknowledges and agrees that the Authorised Person set forth in this Membership Details Form has the authority to act on behalf of the Second Party, which includes the authority to sign, makes changes to or terminate this Agreement. The Second Party hereby designates and appoints its Authorised Person (SPOC) to act as primary contact person, who will represent the Second Party and serve as the First Party's primary contact for day-to-day matters, including matters that involve the Second Party. The First Party will be entitled to rely on communications to or from the Second Party, the Authorised Person (SPOC), or any other person authorized to act on behalf of the Second Party as notice to or from the Second Party.
- h. To the extent the First Party provides mail and package services as part of this Agreement, the First Party shall not be liable for any mail or packages received without a First Party employee's signature indicating acceptance. It is hereby clarified that the First Party will not be held liable for any loss or damages arising from late delivery, mis-delivery, or non-delivery of mail or packages of the Second Party which does not contain the signature of the First Party personnel as a

recipient indicating its acceptance or should the Second party use the mail and deliveries services for fraudulent or unlawful purposes. The Second Party shall not use the First Party's mail and deliveries services for fraudulent or unlawful purposes, and the First Party shall not be liable for any such use. Provided that the First Party shall not unreasonably deny or refuse acceptance of Second Party's mails or packages being received at the Centre. Any such denial or refusal shall be done with a recorded reason and under written intimation to Second Party.

- i. The Second Party shall be permitted to use the Premises as their registered office address provided that the Second Party shall bear the responsibility for compliance with the provisions of the applicable laws including but not limited to the Companies Act 2013, GST regulations etc. The Second Party may also use the Premises for obtaining other statutory licenses for its business operations from the Premises provided that the obligation and the responsibility of compliance with all applicable laws shall solely rest with the Second Party. However, the Second Party is not allowed to use the address of the Premises as their primary registered office of the business with the Ministry of Corporate Affairs. This Premises' address cannot be used to avail any credit facility by the Second Party. The Second Party confirms that the First Party shall not be responsible to answer to any queries raised by any Government official/Statutory Authority pertaining to the Second Party's membership with the First Party under this Agreement. The Second Party confirms that it shall promptly respond to any communication shared by the Government Authorities/Statutory Authorities, and/ or the First Party on such matters. Additionally, the Second Party agrees to make itself available on an immediate basis to address the concerns/queries raised by Government officials/Statutory Authorities at all times.
- j. The Second Party further agrees and undertakes that the First Party shall not be liable to the Second Party or any other person under any circumstance in relation to the use of the Premises by the Second Party as the Second Party's registered office address. Further, upon expiry or termination of the Agreement, the First Party shall not accept or hold any of the Second Party's mail or deliveries addressed to the Premises, beyond 30 days from such termination date.
- k. The Second Party is not permitted to use the Premises or any part thereof or Services for any unlawful activities or such activities: (a) which can be reasonably and customarily apprehended as obnoxious or of nuisance, annoyance or disturbance to other users of the Centre; or (b) which are contrary to any applicable law/ statute/ bye laws/ rules; or (c) which involve storage of any goods of hazardous or combustible nature except as permitted by applicable law; or (d) which involve storage of any goods, materials, or machinery which are so heavy so as to affect the construction or the structure of the Premises/ the Property or any part thereof.
- l. The furniture and fit-outs in the Premises, shall, at all times remain the sole and exclusively property of the First Party and the Second Party shall have no right, title or interest therein. The Second Party shall use the fit-outs in the Premises reasonably and properly as per the instructions or advice given by the supplier or manufacturer.
- m. The Second Party is permitted put signage of its company name/ brand at the signage spaces designated by the First Party.

### 3. DURATION & RENEWAL

- a. The tenure of this Agreement shall be for 11 months from the Start Date.
- b. If the Second Party does not intend to renew the Agreement for a further period beyond the initial Term, a prior written

notice shall be provided by the Second Party to the First Party, at least two months before the expiry of the Commitment Term.

#### 4. SERVICE RETAINER FEE.

- a. The Second Party shall pay to the First Party a Service Retainer Fee/ Security Deposit as mentioned in the Membership Details Form at the time of signing of this Agreement.
- b. For the avoidance of doubt, it is hereby clarified that the Service Retainer is not adjustable by the Second Party against the monthly Membership Fee, which shall be payable by the Second Party as per the payment terms mentioned in the Membership Details Form. The Service Retainer Fee shall be refunded by the First Party to the Second Party as per the terms hereof.
- c. The Service Retainer Fee shall be refunded by the First Party to the Second Party within ten (10) days of receipt of the final settlement on expiry or termination of the Agreement as per the terms hereof, subject to the Second Party peacefully discontinuing its usage of the Services, removal of the address of the Premises by the Second Party from all registrations/ usages, and any other dues being settled by the Second Party.

#### 5. PAYMENT TERMS.

- a. All payments in respect of the Services provided by the First Party in connection with this Agreement shall be made as per the payment terms outlined in the Membership Details Form.
- b. The Second Party acknowledges and agree that timely payment for the services is an essence of this Agreement.
- c. All payments are to be made by cheque or bank transfer, inclusive of applicable taxes.
- d. The First Party reserves the right to suspend services if any dues are not paid within 30 days from the date of receipt of the invoice. The First Party can adjust any unpaid dues from the Interest free refundable Security Deposit/ Service Retainer and shall refund the balance amount to Second Party without any demur within 30 days of such Termination.
- e. Any clarifications with respect to the invoices shall have to be made by the Second Party within three (7) working days from the date of receipt of the invoice. If there is any dispute with respect to the invoice, the due date shall be deferred for the particular of the invoice which shall be advised to the Second Party by the First Party's accounts team according to when the dispute is resolved.

#### 6. RESERVED RIGHTS

Authorised members of the First Party are entitled to access the Premises, with or without notice to the Second Party, for rendering the services (such as housekeeping, repairs, etc.), safety or other emergency purposes. For any other purposes, members of the First Party shall only access the Premises after giving prior notice to the Second Party and when there is appointed personnel of the Second Party present in the room.

#### 7. END OF THE AGREEMENT

- a. This Agreement can be terminated by either Party after the duration of the Agreement Tenure. Provided however, this Agreement is terminable at the option of either Party at any time if the other Party is in material breach of any terms and conditions contained herein, and the same is not cured within 7 days after receiving notice from the other Party.
- b. Either Party (Initiating Party) may terminate this Agreement in the event of the other Party (Defaulting Party) materially breaching any of the terms and conditions of this Agreement (and the Defaulting Party not rectifying such breach(es) within

21 days of receipt of notice of breach from the Initiating Party), or the other Party becoming insolvent or going into liquidation or being unable to pay the debts within 30 days of when they fall due. If the Agreement is ended on the above counts, the Defaulting Party shall indemnify the Initiating Party for all the costs it incurs as a result of such termination.

- c. Upon the expiry or early termination of this Agreement as per the terms hereof, the Second Party shall peacefully discontinue its usage of the Premises and remove all its belongings from the Premises immediately, leaving the Premises in the same condition as it was originally taken for use (except normal wear and tear) subject to First party returning the Interest Free Refundable Security Deposit as per the terms hereof.
- d. If the Second Party is using the address of the Premises as its office address for any statutory registrations and/or as any kind of business communication address of whatsoever nature, then upon termination or expiration of this Agreement, the Second Party shall (i) transfer the office address to a different location outside the Premises, (ii) complete the deregistration of such address with the relevant local authorities and (iii) complete all other obligations in relation thereto, within 45 days of such termination or expiration, and shall provide to the First Party a written intimation in this reference. The Second Party agrees to indemnify and pay to the First Party the proportionate Membership/ Service Fees for any additional period that the registrations are not removed beyond 45 days from the date of termination/ expiration of this Agreement. The Second Party will provide copy of statutory documents to First Party in this reference being applications for change of its registered office.

#### 8. CONFIDENTIALTY

- a. Either Party (the Party getting access to the Confidential Information shall be referred as “**Receiving Party**” and the Party whose information is being disclosed shall be referred as “**Disclosing Party**”) may be exposed to certain confidential information, including but not limited to information concerning the Disclosing Party's products/ services, practices, business strategies, etc., which the Receiving Party must strictly keep confidential, not use such confidential information for any purpose whatsoever other than for the services contemplated herein, and not disclose such information to any third party without, in each case, first obtaining the prior written consent of the Disclosing Party.
- b. The Parties agree to hold the terms of negotiations between them for the purpose of this Agreement, and the terms of this Agreement, in strict confidence, and shall not at any time disclose or permit the disclosure of the existence or substance of the negotiations and terms to any person, without, in each case, first obtaining the other Party's prior written consent.
- c. The obligations under this clause shall survive the expiry or termination of this Agreement.

#### 9. MISCELLANEOUS TERMS

- a. The Parties herein warrant and represent that each of them has the right and authority to enter into this Agreement and perform their respective obligations.
- b. Entire Agreement: This Agreement along with any schedules contain the whole agreement and understanding amongst the Parties with regard to the matters dealt with in this Agreement and supersedes any prior agreement, understanding, arrangement or promises, whether written or oral, relating to the subject matter of this Agreement.
- c. Relationship: Nothing contained in this Agreement and no action taken by the Parties pursuant to this Agreement shall

constitute or be deemed to constitute a partnership, association, joint venture, or agency relationship amongst the Parties. At no time shall either of the Parties have the authority to hold itself out as the agent of the other or as being empowered to bind the other in any way whether contractually or otherwise

- d. Amendment: No modifications, alterations, updates, amendment, or waivers of any provisions contained herein (including any schedules) shall be binding on the Parties hereto unless evidenced in writing and signed by duly authorized representatives of each of the Parties.
- e. Insurance: During the term of this Agreement, the First Party shall maintain, at its cost, insurance of base building and common areas including fire insurance, or any other statutory insurance as may be required.
- f. Taxes: All present and future municipal taxes, rates, cess etc. related to infrastructure of the Centre and the Premises shall be borne solely by the First Party. The Second Party shall only be liable to pay the applicable taxes on the Membership Fee/License Fee/ Service Fee as per the terms of this Agreement, as part of the monthly invoices.
- g. Indemnity: The Second Party shall indemnify, defend and hold the First Party harmless from and against any and all claims, damages, losses, liabilities, expenses including reasonable attorneys' fee arising out of or as a result of usage of Services or the Premises by the Second Party including for any statutory registrations or breach and/or non-compliance of applicable laws. The First Party shall indemnify, defend, and hold the Second Party harmless from and against any and all claims, damages, losses, liability, expenses including reasonable attorney's fee arising out of or as a result of any claim on account of a breach of Confidentiality and security of data occurring as a result of acts of omission or commission of the First Party and/or its associates, employees, or sub-contractors.
- h. Force Majeure: If at any time during the term of this Agreement, the Centre or the Premises is rendered unfit for use or is damaged/destroyed by any act of God, then the obligations of the Parties under this Agreement shall stand suspended during the period that such force majeure event subsists.
- i. Governing Law and Dispute Resolution: This Agreement and all rights and obligations under the Agreement shall, in all respects, be governed by and construed and enforced in accordance with the laws of the Republic of India and in case of dispute arising between the First Party and the Second Party, the courts at Dehradun, India shall have the exclusive jurisdiction to adjudicate any subject matter under this Agreement.
- j. Assignment: The First Party may assign any of its rights or obligations under this Agreement to a group/ related/ affiliate/

sister concern, with prior written intimation of 30 days to the Second Party. The First Party shall ensure that any such assignee undertakes in writing to be bound by all the obligations of the First Party under this Agreement. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and any authorized assignee.

- k. Severability: If any provision of this Agreement or its application be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of all other applications of that provision, and of all other provisions and applications hereof shall not be affected or impaired. If the arbitrator or the courts shall determine that any provision of this Agreement is in any way unenforceable, that provision shall be reduced to the extent necessary to make the provision enforceable.
- l. Waiver: Failure to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this Agreement shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

Partnership, Joint Venture, or Agency: Nothing in this Agreement shall create a partnership, joint venture or an agency between the Parties. No Party shall, by virtue of this Agreement have the power or authority to enter into any agreement or undertaking for, or to act on behalf of or otherwise to bind the other Party as to any matter or thing.

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Authorised Signatory

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