

**SHARED OFFICE AGREEMENT (GST REGISTRATION PLAN)**

This Shared Office Agreement (hereinafter referred to as “**the/this agreement**”) is made and executed on \_\_\_\_\_ at \_\_\_\_\_.

**BETWEEN**

**AltF Spaces Private Limited** (PAN: \_\_\_\_\_) a company incorporated and existing under the laws of India, having its registered office at \_\_\_\_\_ and bearing \_\_\_\_\_, hereinafter referred to as '\_\_\_\_\_' (which expression shall, unless repugnant to the context include its successor in interest, administrator, legal representative and assign);

**AND**

The **Client** whose details can be referred to in Clause 2 of the Agreement.

Alt-F and the Client may be referred to in the singular as “**Party**” and collectively as “**Parties**”.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

I. **Term:** The Parties agree that the tenure of this Agreement shall be 11 months, effective from \_\_\_\_\_ (“**Effective Date**”).

II. **Client Details**

Company Name (Enter Individual Name if not company)	
Registered office Address (Enter Home Address if Not registered)	
PAN	
GSTIN	
TAN No.	

III. **Business Centre Address**

Property Name	
Room No.	
Unit No.	
Building Address	
Street and Sector	

City	
State	
Pin code	

**IV. Communication and Billing Details:**

Contact Person Name:	
Contact Person Mobile Number:	
Contact Person Email Address:	
Billing Person Name:	
Billing Person Mobile Number:	
Billing Person Email Address:	

**V. Office Plan Details**

Plan	GST Registration Plan
Pricing	
Start Date	
Registration on Address	Allowed
Billing Cycle and Payment Terms	Yearly & Upfront
Usable Credits	

**Terms and Conditions**

This agreement incorporates Alt-F's terms of business set out on the attached Services Agreement Terms & Conditions and the Terms of Use mentioned at [www.altfcoworking.com/terms-of-use](http://www.altfcoworking.com/terms-of-use) which the Client confirms they have read and understood. The parties hereby agree to comply with the agreement, the Services Agreement Terms & Conditions and the Terms of Use and our obligations as set out in them. This Agreement is binding from the Agreement Date above in accordance with the terms contained herein.

## 1. Product Definition

- 1.1 Business Address Use:** AltF entitles the Client to receive mail at the AltF Centre, mentioned above in this Agreement (“Centre”). The Client may use the address of the above Centre for the usual business correspondence. The Client is not permitted to use the address as their registered address unless AltF provides specific permission for the same and such use is permitted by law and local compliance rules. The Client shall have access to the common areas of the Centre including the conference room/meeting room to conduct their meetings subject to availability and AltF’s permission.
- 1.2 Business Registrations:** The Client shall be entitled to register its business entity at the designated Centre as their registered office for Goods and Services Tax (“GST”) registration purposes. The Client shall indemnify AltF from any consequences or liability that may arise on account of the Client’s use of the Centre Address.
- 1.3 Notwithstanding anything contained above,** the Client shall not undertake any registrations without the prior written approval of AltF. AltF shall only provide the following documents to the Client for the purpose of registration.
- a. Signed copy of the Office Agreement (this Agreement)
  - b. NOC on AltF’s company letterhead
  - c. Utility Bill.

AltF shall not be liable for any further assistance in procuring the business registration of the Client except where AltF is satisfied that the Client is in need of further assistance.

## 2. This Agreement

- 2.1 Nature of Agreement:** The Client accepts that this agreement creates no tenancy interest, leasehold or other real property interest in the Client’s favour. This agreement is non-transferable and cannot be assigned to any third party by the Client. This agreement is composed of the front page describing the engagement terms, the present terms and conditions and the Terms of Use mentioned at [www.altfcoworking.com/terms-of-use](http://www.altfcoworking.com/terms-of-use).
- 2.2 Employees:** While this agreement is in force and for a period of six months after it ends, neither AltF nor the Client shall solicit or offer employment to any of the others’ staff employed in the Centre. This obligation applies to any employee employed at the Centre up to that employee’s termination of employment, and for three months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of one year’s salary for any employee concerned. Nothing in this clause shall prevent either party from employing an individual who responds in good faith and independently to an advertisement, which is made to the public at large.
- 2.3 Notices:** All formal notices must be in writing and sent to the E-mail and postal address below:
- Email:**  
**Address:**
- 2.4 Confidentiality:** The terms of this agreement are confidential. Neither AltF nor the Client may disclose them without the other’s written consent unless required to do so by law or an official authority. This obligation shall continue after this agreement ends.
- 2.5 Applicable law:** This agreement is interpreted and enforced in accordance with the laws of India. AltF and the Client both accept the exclusive jurisdiction of the courts of New Delhi. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.
- 2.6 Dispute Resolution:** Any dispute arising hereunder shall be resolved among the parties with mutual discussions. In the event the disputes are not settled mutually the same shall be referred to a sole arbitrator to be appointed by AltF and the Client, and arbitration shall be conducted as per Arbitration and Conciliation Act, 1996 (as amended from time to time) at New Delhi, India. The seat and venue of the arbitration shall be New Delhi.

## 3. Services

- 3.1 Mail & Parcel Handling Services**

- 3.1.1** The total volume of mail or parcel should not exceed 30cm x 30cm x 60cm. AltF has the right to reject any mail and parcels beyond the above volume OR charge an amount of Rs. 50/- per day per mail. AltF is not responsible or liable to keep any mail beyond 90 days.
- 3.1.2** AltF reserves the rights to refuse receiving any dangerous or illegal items for the Customer.
- 3.1.3** Mail storage fee at the rate of Rs. 100/- per day per mail shall be applicable on all mails.
- 3.1.4** Mails and parcels uncollected over 90 days, or if the customer is uncontactable, the mails and parcels shall be disposed of without any notice. AltF shall not be responsible for any losses or any obligations.
- 3.1.5** AltF shall not be liable if the stored items are lost, being stolen or damaged due to any reason during the storage period.
- 3.2** Mail Forwarding Services
- 3.2.1** Mail forwarding services 20 times/month shall be applicable on all mails. The remaining quota of the month could not be accumulated. If exceed the quota or standard weight/size, services charge will be quoted separately.
- 3.2.2** If the mail forwarding service is required, the Client should state at the time of application. Otherwise, the Client should notify AltF by email or written notice at any time upon execution of this agreement.
- 3.2.3** The postage or courier fee should be reimbursed on an actual basis. The handling charges shall be applicable at the rate of Rs. 500/- per mail, excluding the fee charged by the courier vendor. AltF shall not be liable for failure or condition of any such delivery.
- 3.2.4** AltF shall not be liable for any losses, damages, costs, claims and expenses of liabilities of whatever nature in mail forwarding.
- 3.3** Availability at the start of this agreement: If for any reason AltF cannot provide the service(s) stated in this agreement by the date when this agreement is due to start it has no liability to the Client for any loss or damages but the Client may cancel this agreement without penalty. AltF will not charge the Client the yearly office fee for service(s) the Client cannot use until it becomes available. AltF may delay the start date of this agreement provided it provides the Client alternative arrangement.
- 3.4** Internet Services: AltF provides internet wifi/broadband services through 3<sup>rd</sup> parties at the Business Centre for its customers. AltF shall not be responsible for any loss or damage caused to the Client on account of data theft, breach or leak and further AltF shall not be liable for any misuse of the internet services by the Client being in derogation of this agreement, the aforementioned terms and conditions or law that is applicable and the Client shall indemnify them for the same.
- 4. Use**
- 4.1** The Client must only use the service(s) for mailing purposes and use of address on Client stationery, however, any physical presence of the Client at the Centre, unless it is with the express consent of AltF or additional/separate membership plan(s) or service(s), are booked by Client, is not permitted.
- 4.2** The Client shall not carry on a business that competes with AltF's business of providing serviced office accommodation(s) or its ancillary services.
- 4.3** The Client shall use the internet services provided by 3<sup>rd</sup> parties in accordance with this agreement, the terms and conditions aforementioned and the applicable law and shall specifically indemnify AltF for any loss or damages caused to AltF or another customer in case of any misuse or unauthorised use of the internet services by the Client leads such loss or damage.
- 4.4** The Client's name and address: The Client may only carry on business in the name mentioned in this agreement, if there is any change in the name or nature of the entity or any change in the name, address or designation of the contact person mentioned herein, the Client shall inform AltF within 15 days of such change. Such changes shall be subject to the consent of AltF.
- 4.5** Use of the Centre Address: The Client may use the Centre address as its business address. Any other uses are prohibited without AltF's prior written consent.
- 4.6** This agreement and the use of the Product are not assignable by the Client and are only for the sole use of the Client.
- 4.7** Upon expiry of 30 days of termination of this agreement, the Client shall stop using the Centre's address on any stationery, website, public or private communications, emails, government communication records, or the GST Portal or any communication purpose.

## **5. Compliance**

**5.1** Compliance with the law: The Client must comply with all relevant laws and regulations in the conduct of its business. The Client shall not do anything illegal in connection with its use of the Products. The Client must not do anything that may interfere with the use of the Centre by AltF or by others, cause any nuisance or annoyance, do anything that may result in increasing the insurance premiums AltF has to pay, or cause loss or damage to AltF (including damage to reputation) or to the owner of any interest in the building which contains the Centre. The Client acknowledges that (a) the terms of the foregoing sentence are not a material inducement in AltF's execution of this agreement and (b) any violation by the Client of the foregoing sentence shall constitute a material default by the Client hereunder, entitling AltF to terminate this agreement, without further notice or procedure.

## **6. AltF's Liability**

**6.1** The extent of AltF's liability: AltF is not liable to the Client in respect of any loss or damage the Client suffers in connection with this agreement with the Product.

**6.2** Exclusion of consequential losses, etc.: AltF 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 AltF otherwise agrees in writing. AltF strongly advises the Client to insure against all such potential losses, damage, expense or liability.

## **7. Force Majeure**

Neither party hereto shall be liable for failures and delays in performance due to strikes, lockouts, pandemics, fires, acts of God or riots, incendiaries, interference by civil or military authorities, compliance with the laws of various states/countries, or with the orders of any governmental authorities, delays in transit or delivery on the part of transportation companies, failures of communication facilities, or any failure of sources of material. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause continues for more than 1 month, either party may terminate this agreement by giving the other party immediate written notice.

## **8. Fees**

**8.1** Taxes and duty charges: The Client agrees to pay promptly (i) all taxes and license fees which the Client is required to pay under any applicable law (and, at AltF's request, shall provide to AltF evidence of such payment) and (ii) any taxes paid by AltF which the Client is required to pay under any applicable law to any governmental authority that are attributable to the service and/or accommodation(s), including, without limitation, any gross receipts, stamp duty or other fees.

**8.2** Payment: AltF shall send all invoices electronically and as far as possible the Client shall make payments via a digital method such as Direct Debit or Credit Card, wherever local banking systems permit.

**8.3** Late payment: If the Client does not pay the fees when due, a penalty at the rate of 24% p.a shall be charged on all overdue balances. If the Client disputes any part of an invoice, the Client shall pay the amount not in dispute by the due date or be subject to late fees. AltF also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its service(s) and/or accommodation(s) while there are any outstanding fees and/or interest or the Client is in breach of this agreement.

**8.4** Insufficient Funds: The Client shall pay a fee for any returned cheque or any other declined payments due to insufficient funds. This is without prejudice to any legal remedy AltF may have for the return and dishonour of cheques issued in AltF's favour by the Client.

**8.5** AltF shall increase the yearly office fee from the Effective Date by 10 percent.

**8.6** Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with AltF published rates which may change from time to time, are payable as and when utilised by the Client.

**8.7** Discounts, Promotions and Offers: If the Client benefited from a special discount, promotion or offer, AltF may discontinue that discount, promotion or offer without notice if the Client breaches these terms and

conditions or fails to make payment on two or more occasions. Additionally, all such discounts and promotions offered to the Client shall be reflected in the invoice, generated on the due date.

**8.8** Upon expiry of 30 days of termination of this agreement, the Client shall stop using the Centre's address on any stationery, website, public or private communications, emails, government communication records, MCA/GST Portal or anywhere associated with the Client or government websites like MCA/GST Portal, or any communication purpose. In any event, a mail is attempted to be delivered to AltF, Centre's or any of the AltF's Centres addresses the same shall be chargeable to the Client as per the terms as prescribed in this agreement shall be applicable on yearly basis on the Client.

**8.9** Penalties

Re-Documentation	
Dishonour of cheque	

## **9. Indemnity**

The Client shall be responsible for compliance with all necessary provisions of the Companies law/ other relevant laws, and hereby agrees to indemnify and keep and hold AltF fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this agreement or arising from any breach of rules and regulations of any applicable law. In the event any government authority or official makes an inquiry regarding the Client or any information regarding the Client, or visits AltF or any of its Centres in search of or the client, AltF will direct the said authority or official to the above-mentioned address of the Client. AltF shall not be responsible for informing or intimating the Client of the same and shall not be liable towards the Client or such Government or private authority in this regard.

## **10. No Illegal or Objectionable Activity**

- 10.1** The Client shall not engage in any illegal activity including but not limited to drug trade or illegal activity.
- 10.2** The Client shall not engage in any business activity of the sort that may damage or impair the functioning of AltF or its services.
- 10.3** The Client shall not engage in any business activities of a questionable moral character that may damage or otherwise adversely affect the benefits of membership, or reputation of AltF or the members of AltF members, including but not limited to pyramid schemes, spam, identity theft, defamation or harassment, or any activities or actions prohibited under applicable laws.

## **11. Term and Termination**

- 11.1** This agreement shall survive for the period stated in Clause I of this agreement and shall be subsequently extended automatically for successive periods equal to the current term until it is brought to an end by the Client or by AltF. All periods described in the agreement shall run to the last day of the month in which they would otherwise expire. The fees on any renewal shall be at 10% of the prevailing membership rate.
- 11.2** Bringing this agreement to an end: Either AltF or the Client may terminate this agreement. AltF may terminate this agreement by giving one month's prior notice, whilst the Client may terminate the agreement by giving at least three months written notice.
- 11.3** Ending this agreement immediately: AltF may put an end to this agreement immediately by giving the Client notice and without need to follow any additional procedure if (a) the Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (b) the Client is in breach of one of its obligations which cannot be put right or which AltF have given the Client notice to put right and which the Client has failed to put right within fourteen (14) days of that notice, or (c) its conduct, or that of someone at the Centre with its permission or invitation, is incompatible with ordinary office use. If AltF puts an end to this agreement for any of these reasons, it does not put an end to any outstanding obligations, including additional services used by the Client.
- 11.4** Where this agreement has expired or has been terminated in accordance with this clause, the Client shall a) transfer the registered office address to a location outside the premises of AltF; b) Complete the deregistration of the address with the relevant local authorities, and c) Complete all obligations in relation

to a) and b) within 30 days of termination of this agreement. The Client shall provide AltF with documentary proof that deregistration has been completed. Where the Client fails to deregister in accordance with this clause, AltF shall be entitled to the membership Fee for any month where the office premises of AltF remains registered as if this agreement has not been terminated. Where more than 60 days have elapsed since termination and the Client has yet to deregister, AltF shall be entitled to 200% of the fee payable as if this agreement has not been terminated. There shall be a 100% increase in the fee payable to AltF after every month that the Client fails to deregister in accordance with the aforementioned.

**12. Miscellaneous**

- 12.1** This agreement read along with the Terms of Use (as amended from time to time) reflects the complete understanding between the Parties and shall not be changed or modified except by written instrument duly signed by both the Parties.
- 12.2** It is hereby agreed between the parties that irrespective of the nature of dispute, the directors of the Company cannot be made liable or responsible for the same in their personal capacity or capacity as a director.
- 12.3** Capitalized terms used in this Terms of Use shall have the same meaning as ascribed to them in the Terms of Use unless specifically defined herein.
- 12.4** The Terms of Use (as may be amended from time to time) consist of the terms and conditions which shall be read as a part and parcel of this agreement. The Client has agreed to, at all times, abide by and remain compliant with the Terms of Use as provided and/or as specified on [www.altfcoworking.com/terms-of-use](http://www.altfcoworking.com/terms-of-use). The Client shall ensure that it shall keep itself updated with any changes made to the Terms of Use, by visiting the website on a regular basis. AltF reserves the right to modify at its sole discretion, the Terms of Use without the requirement of providing notice of the same to the Client.

**On behalf of AltF**

**On behalf of** \_\_\_\_\_

**Authorized Signatory**

**Name:**

**Designation:**