

FACILITIES SERVICES AGREEMENT

This Rent Agreement is made on 13-12-2024 (hereinafter referred to as the "Agreement Date") and is valid up to 13-11-2025 (hereinafter referred to as the "Expiry Date")

BY AND BETWEEN

Workspace under

a Private Limited Company, having its registered office at 30/343, Medakkal , Eloor South, Udyogamandal 683501, hereinafter referred to as “the **Service Provider**” (which expression unless it be repugnant to the context or meaning thereof, shall mean and include his successors, legal heirs, legal representatives and assignees) being the Party of the FIRST PART;

AND

_____ (CIN : _____) , Engaged in the business _____ , having its registered office at _____ ,represented by _____ as authorized signatory, hereinafter referred to as “the **Client**” (which expression unless it be repugnant to the context or meaning thereof, shall mean and include its successors in title and permitted assignees) being the Party of the SECOND PART.

The Service Provider and Client are hereinafter jointly referred to as the “**Parties**” and shall individually be referred to as a “**Party**”.

WHEREAS:

1. The Service Provider has acquired the right to possess, refurbish and subsequently operate the Demised Premises _____ **Kochi, 682021** for business/commercial purposes. By virtue of acquiring this right in the Demised Premises, the Service Provider has the right to permit any of its clients to _____ Property .
2. The Client being in need of a suitable premise for conducting its business approached the Service Provider and expressed the desire to right to use the Scheduled Property as its principal place of business.
3. The Service Provider has agreed to (a) grant the Client a right to use the Scheduled Property as its principle place of business and (b) provide such services as detailed below in relation to the occupation of the Scheduled Property by the Client on the terms and conditions agreed by and between the Parties herein as stated below. ;

USE OF AND ACCESS TO THE LICENSED PREMISES

(i) The Lessee/Client is interested in using the shared office space Room (A) on one hour monthly basis (hereinafter referred to as the “Services”) from the Lessor at its premise located at _____ **Kochi, 682021** (hereinafter referred to as the “Premise”).

(ii) The whole of the Premise shall always remain the property of the Service Provider and shall remain in the Lessor's possession and control only. The allowed usage for Lessee is mentioned in the clause 'Terms of Usage'.

(iii) This Agreement is personal to the Lessee/Client and cannot be transferred to anyone else. Lessor may transfer the benefit of this Agreement and its obligations under it at any time.

TERMS OF USAGE

(i) The Lessee/Client may use the shared office space Room (A) on one hour monthly basis for its business correspondence.

(ii) The Lessee/Client is permitted to use the Office Address for business purposes and business correspondence, provided the Lessee/Client bears the responsibility for compliance with all the necessary provisions of the Companies Act / other relevant laws

(iii) The Lessee/Client bears the responsibility for compliance with all the necessary provisions of all relevant laws.

(iv) The Lessee/Client is not permitted to avail any credit facility, whether relating to any loans or any other forms of credit line, on this address either directly or indirectly.

(v) The Lessee is not permitted to use the office address to purchase/rent/lease any vehicles including Fuel and Non-Fuel (Electric) vehicles.

(vi) The Lessee is not permitted to use the office address to obtain any Import-Export licenses, Labour/shop and Establishment Acts.

(vii) If the Client obtains GST registration using the Premises address, they agree to: a) Share the GST Certificate with WAGMI Workspace without delay. b) Maintain at the Premises a true and correct account as per GST and Companies Act provisions,

SERVICE FEES

The Client has agreed to pay an advance rent of Rs. _____ plus 18% GST. This amount shall be paid in full before the commencement of the agreement and is non-refundable 10% of your License fees will be increased in your renewal after the expiry of current lease.

ADDITIONAL SERVICES

(i) The Lessee/Client can receive registered and certified mail at the premises.

(ii) Service Provider will not accept packages more than 5 Kg of weight or 1 cubic feet size.

(iii) The Lessee/Client can pick up the mails from the location free of cost.

(iv) Service Provider shall not liable for any mail not collected within 30 days from the date of receipt-date of the package at the Premise.

(v) If the Lessee/Client wishes to use the "Courier Forwarding" facility, the same shall be made available by the Licensor/Service Provider at an additional cost. Charges for courier forwarding will be communicated to the Lessee/Client as per actual usage and prevailing rates at the time of service. This facility is optional and not included in the standard service fees.

NATURE OF BUSINESS

- (i) Lessee/Client has to explain its nature of business in writing on this agreement in Annexure 1 hereto.
- (ii) The Lessee/Client agrees with the Service Provider not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of the premises, whether directly or indirectly for any such purpose or purposes.
- (iii) If the Lessee/Client carries any business contrary to this understanding, the service provider is at liberty to terminate the agreement and shall not be responsible for any legal issues which may arise because of such illegal business.
- (iv) If the Lessee/Client changes the nature of business, it must notify the Service Provider in writing beforehand
- (v) This agreement establishes a space provider–tenant relationship. WAGMI Workspace does not participate in, endorse, or bear any liability for the Client’s business operations conducted from or registered at the premises.

TERMINATION OF SERVICE

- (i) The Lessee/Client may decide to terminate the service at any time.
- (ii) Service will be automatically terminated on the expiry date unless the subscription is renewed.
- (iii) Upon termination of the agreement, the Lessee/Client must cease the use of address of the premise for any government registrations, and any Phone Numbers issued by the service provider to the Lessee/Client immediately, from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc.
- (iv) Notwithstanding any other provision under this Agreement, if the Lessee/Client has used the address of the premise for registration with the registrar of companies, GST Authority, Banks, or any other governmental authorities etc., it has to change the address submitted with such authorities within 15 (Fifteen) days after the date of termination or expiry of this Agreement, unless otherwise agreed with the Service Provider. The Lessor/Service Provider reserves the right to take legal action against the Lessee if they are found in breach of this clause.
- (v) Service Provider reserves the right to terminate the service and this agreement without any notice if the Lessee/Client’s activity might adversely affect Service Provider reputation or Service Provider’s normal operation.
- (vi) Service Provider will terminate the service anytime (without issuing any termination notice) incase Lessee/Client violates any clause or provision of this agreement, or Lessee/Client’s activities are reported to be fraudulent

GOVERNING LAW

In case of any disputes, the decision of WAGMI Workspace shall be final and binding upon the Client. All legal matters arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in Kerala.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED THE
DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.**

**SIGNED AND DELIVERED BY THE
SERVICE PROVIDER**

Name:

Designation:

**SIGNED AND DELIVERED BY THE
CLIENT**

Name:

Designation:

ANNEXURE A

Company Name :

Nature of Business of the company :

ANNEXURE B

DESCRIPTION OF THE DEMISED PREMISES :

ANNEXURE C

BANK DETAILS OF THE SERVICE PROVIDER :

Account Name –

Account Number –

Bank –

IFSC Code –