

**OFFICE SERVICE AGREEMENT**

This LEAVE AND LICENSE AGREEMENT is made on date ..... between  
....., also known as “.....” or  
“.....”, registered office address at  
....., through its Authorized Signatory  
....., hereinafter referred to as "Licensor/ Services  
Provider/landlord/Fume", who has rented the premises.

And

..... through its Authorized Signatory ..... **C/o**  
**Mr.**.....having ..... with .....,  
..... **AND**  
..... having  
.....,  
hereinafter referred to as “LICENSEE member/tenant/lessee”

**The Nature of the Agreement**

Client is interested in getting an Office Services (hereinafter referred to as the Services) from Coworking Space at its premise located at **Building no 6, First floor, near Hanuman Temple Corner Market, Sadhna Enclave, Malviya Nagar, New Delhi, 110017** (hereinafter referred to as the Premise). The whole of the Premise remains the property of the Coworking Space and remains in the possession and control. Client acknowledges that this Agreement creates NO tenancy interest, leasehold or other real property interest in Client’s favor with respect to the office program. This Agreement is personal to Client and cannot be transferred to anyone else. Coworking Space may transfer the benefit of this Agreement and its obligations under it at any time.

**ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.**

The Services are offered to Client conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement. Client’s use of the Service constitutes its agreement to the terms and conditions stated in this Agreement.

Each person that uses the Service, or enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or on third party's behalf. Unless explicitly stated otherwise, the Terms of

Service will govern the use of any new features that augment or enhance the current Services, including the release of new resources and services. In the case of any violation of these terms, ..... reserves the right to cancel Services to Client immediately and seek all remedies available by law and in equity for such violations.

**Service Retainer / Deposit Amount**

The Client will be required to .....of all taxes as service retainer/deposit fees equivalent to **11** months ..... upon entering into this Agreement. Client wishes to use for GST Registration features only.

**Address`**

The Client may also use the address for business correspondence.

**Hours of operation**

..... is open for business from Monday to Saturday 9.00 AM to 6.00 PM IST. We are closed on Major public holidays of Delhi and India.

**Termination of Service**

Client may decide to terminate the service any time. Service will be automatically terminated on the expiry date unless the subscription is not renewed. Upon Termination of the account, the Client must cease to use the Address on business cards, Websites, stationary, advertising material and registration with third parties. Coworking Space deserves the right to take action against those who found in breach of this requirement.

..... reserves the right to terminate the service and this agreement without notice for any Client whose activity might adversely affect ..... reputation or ..... normal operation. .... will terminate the service if any Client found to be abusive to the ..... staff.

..... may terminate the service any time in case Client violates any clause in this Agreement.

**Nature of Business**

Client has to explain its nature of business in writing on this agreement. The Client agrees with Coworking Space not to carry on any business which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of Coworking Space whether directly or indirectly for any such purpose or purposes.

If the Client changes nature of business it must notify Coworking Space in writing.

**Conflicting Business**

The Client should not directly or indirectly or through agents operate a business that competes with business of providing serviced offices and offices, shared conference rooms and meeting rooms.

**Liability**

Coworking Space will not be liable for any loss sustained as a result of Coworking Space failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Coworking Space interest in the building containing the office. Coworking Spaced does not accept liability for actions, services of/by third parties in anyway whatsoever, including delays & Non receipt of messages or communication due to delays or failures in the email, SMS or fax systems, Phone, courier or postal service.

Further, Coworking Space shall not be responsible or liable to Client for any loss or damage resulting to Client by reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond reasonable control Of.

Coworking Space will not be responsible or liable for any dispute ocured intentionally or unintentionally by any member of ..... who has taken their space at .....Coworking Space.

**Confidentiality**

Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of ("Confidential Information") about ..... Client agrees that during the Term of this Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of \.

Similarly, Coworking Space recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of ("Confidential Information") about Client. Coworking Space agrees that during the Term of this Agreement and thereafter Coworking Space shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client.

If Coworking Space transfers its business or any business segment that provides services to Client, Coworking Space is authorized to transfer all user information to successor.

## **Ownership**

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Coworking Space and/or its licensors and service providers except where expressly stated otherwise. Upon termination of account for any reason, such number may be re-assigned immediately to another customer.

## **Conference & Office Room Usage**

Coworking Space entitles Clients to hire offices, meeting rooms and conference services ("Facilities") on daily or hourly basis. Use of any Facilities will be subject to:

- (i) Availability of the facilities;
  - (ii) Payment of all fees and charges incurred in reserving and/or using the facilities;
- and

Compliance with the terms and conditions and/or house rules from time to time applicable to the facilities.

Unless otherwise agreed in writing, settlement of all fees and charges incurred in reserving and/or using the facilities is to be made by Client prior to use and shall not be considered guaranteed until written confirmation has been provided to Client.

## **Damages Waiver**

Client hereby authorizes Coworking Space to charge initial applicable reservation fees and any applicable variable fees including fees incurred for any potential damages.

You will not damage, deface or alter the meeting space, furniture, furnishings, walls, ceilings, floors, equipment or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the meeting space or the common area facilities. You will not cause damage to any part of the building or our property or disturb the quiet enjoyment of any licensee or occupant of the building. At end of your reserved time, the meeting space assigned to you will be in as good condition as when you first occupied it, normal wear and tear excepted and we may apply additional charges in case of any damage to the facilities. We retain the right to enter your reserved meeting space to inspect it, to make repairs and alterations as we reasonably deem necessary and the cost of any repair resulting from an act or omission by you or your employees, guests and invitees will be reimbursed to us by you upon demand. You assume all risks of loss with respect to your personal property and the personal property of your agents, employees, contractors and invitees, within or about the facilities. You agree to waive any and all acts of recovery against us, or our directors, licensors, officers, agents, servants and employees, for loss of, or damage to your property or the property of others that is under your control to the extent of such loss or damages covered or required to be covered by any insurance policy.

**Note: This office Agreement between company is valid for 11 months from 24/06/2023 to 23/05/2024.**

**Client's Address will be:**  
1st Floor, Building Number 6,  
Corner Market, Malviya Nagar,  
New Delhi. 110017

**THIS IS A FORMAL AGREEMENT ON COWORKING SPACE'S TERMS AND CONDITIONS. THIS IS NOT A LEASE OR DEED OR CAN NOT BE USED AS LEASE AGREEMENT.**

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

**For Client:**

Signature : .....

Name : .....

Designation/Title : .....

Date of Sign : .....

WITNESS

Signature : .....

Name: : .....

WITNESS

Signature: .....

Name: : .....

**ANNEXURE – 1**

Client to describe about its nature of Business that it is planning to conduct at the Office in connection with this Agreement (in approx 200 words):

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