Membership Agreement

This Membership Agreement is made on {dd}/{mm}/{yyyy} ("**Execution Date**") at Delhi by and between

Awfis Space Solutions Limited, a limited company incorporated under the Companies Act 2013 having its registered office at C-28 & C-29, Kissan Bhawan, Qutab Institutional Area, New Delhi-110016 (hereinafter referred to as "**Awfis**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of **FIRST PART;**

AND

{fetchInputCompanyName} having its registered office at {address342} (hereinafter referred to as "**Member**" which expression shall unless repugnant to the subject or context be deemed to mean and includes it successors and permitted assigns) of the **SECOND PART**.

Awfis and the Member shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1.	Premises/ Premises Address	a) **"Premises"** means actual physical property (which Awfis occupies), and b) **"Premises Address"** {workspaceAddress}, the address Awfis permits the Member to use only for registration and correspondence.
2.	Services Start Date	{dd}/{mm}/{yyyy} ("**Start Date**")
3.	Term	[{tenure}] Months from the Start Date. from the Start Date ("**Term**")
4.	Membership Fee	a) The Member shall pay a total amount of Rs. {amount} /- ({wordamount} only) plus GST thereon ("**Membership Fee**") on Execution Date for the entire Term. The Member understands and agrees that the Membership Fee is not refundable under any circumstance. b) Payment Terms and Default (i) All amounts payable under this Agreement are exclusive of applicable GST and other taxes, which shall be borne solely by the Member. (ii) Awfis shall issue an advance invoice to the Member, and the total invoice amount shall be paid in advance on or before the 1st day of each applicable billing cycle (one year). If the Member fails to pay the invoice amount by the 5th day of such billing cycle, Awfis shall have the right to suspend or restrict access to the Premises Address and/or Services. (iii) Suspension or restriction of access or services under this Clause shall not release the Member from its obligations to pay the Membership Fee or extend the Term of the Agreement.
5.	Services	a) Upon receipt of the Membership Fee as mentioned hereinabove by Awfis, the Member shall be entitled to use the Premises Address for obtaining GST and/ or company registration subject to obtaining a written no objection certificate ("**NOC**") from Awfis. Upon obtaining any registration at the Premises Address the Member must inform Awfis and submit a self-certified copy of such registration to Awfis. The NOC shall be conditional in nature and any non-compliance of the NOC conditions by the Member shall entitle Awfis to revoke the NOC and forthwith terminate this Agreement in writing. b) The Member acknowledges that obtaining the mutually agreed statutory registration(s) in respect of the Premises Address does not entitle the Member to claim any rights of possession, tenancy interest, leasehold estate or other real property interest in the Member's favour with respect to the Premises Address and/or the Premises. This Membership Agreement simply confers permissive right of availing services in terms hereof and no other right have been conferred/given to the Member. c) The Member acknowledges that, post obtaining any registrations in terms hereof, any of its notice, letter, mail, courier, or other communication delivered at the Premises Address can only be obtained during Regular Business Hours on Regular Business Days. Awfis shall not be liable for any loss, delay, non-receipt, or damage of such items. Awfis will intimate the Member within 3 days of receiving any letter, mail or courier or other communication with respect to Member. d) Dedicated cabin/ desk number may be provided by Awfis as per mutually agreed terms.
6.	Obligations of	a) Member must at all times comply with all applicable laws and regulations.

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	the Member	b) Member shall be responsible for keeping its books of accounts at Premises Address. c) The Member may be entitled to access the Premises on Regular Business Days during Regular Business Hours in accordance with Awfis's terms of service and other policies as available at *awfis.com/legal-policy*. Such access may include, access reasonably required for purposes of attending to enquiries, inspections, or visits by statutory or regulatory authorities. In the event the Member requires access beyond Regular Business Hours on Regular Business Days, such access may be permitted solely at the discretion of Awfis, subject to (i) submission of a prior written request by the Member and (ii) payment of additional charges as per Awfis's prevailing rate card for such extended services.Member agrees and undertakes to take sole responsibility with respect to any and all queries received from various government authorities regarding its conduct of business under the terms of this Agreement. d) Member shall not use the Premises Address for any purpose other than as prescribed under Clause 5 (Services) hereinabove. This Agreement shall forthwith stand terminated in case it is determined that the Member is using the Premises and/or Premises Address for any other purpose, than the one defined in Clause No. 5. e) Member acknowledges that the ownership and all other rights in respect of the trademark/s, goodwill, trade name/s, copyright/s and/or any other intellectual property right/s of Awfis shall at all times belong exclusively to Awfis, whether during the term of the Agreement or after its expiry / termination and Member shall not be entitled to any such intellectual property right/s of Awfis or to the Use thereof in any manner whatsoever. f) The Member shall unconditionally and irrevocably indemnify, defend, and hold harmless Awfis, its affiliates, directors, shareholders, officers, employees, agents, and representatives (collectively, "**Awfis Indemnitees**") from and against any and all losses, liabilities, damages, costs, penalties, demands, actions, proceedings, fines, or expenses (including reasonable legal fees) arising out of or in connection with: (i) any breach of this Agreement by the Member; (ii) any violation of applicable laws, rules, or regulations by the Member or its representatives; and/or (iii) any claims, notices, or actions initiated by third parties or governmental authorities due to the Member's actions, omissions, or use of the Premises Address or services. g) The Member acknowledges that Awfis may, from time to time, facilitate or permit physical or digital verification of the Premises Address or of the Member's credentials by banks or financial institutions, solely for limited verification purposes. Awfis shall not be responsible or liable for any losses, claims, or damages arising from any act, omission, negligence, fraud, or misrepresentation by such third-party personnel or by the Member or its representatives during or in connection with such verification process. The Member shall indemnify, defend, and hold harmless Awfis and its affiliates against any loss, harm, or claim arising from or connected to any banking or financial fraud, misuse, or misrepresentation committed by or on behalf of the Member, including any misuse of the verification process. h) The Member shall ensure that its authorised representative is physically present at the Premises during any visit or inspection by bank officials, verification personnel, or other regulatory representatives in connection with address or KYC verification. In case such representative is absent or fails to cooperate, Awfis shall bear no responsibility for any adverse remarks, failed verifications, or subsequent consequences, and any resulting delays, costs, or re-verification shall be solely at the Member's expense. i) The Member further undertakes to immediately cease all use of the Address upon the expiry or termination of this Agreement and ensure that the Premises Address is removed from all official and statutory records, including but not limited to GST and MCA registrations. If the Member fails to comply with the exit requirements, including continued use of the Premises Address post-termination, the Member shall be liable to compensate Awfis for all resulting losses, damages, and costs, including reputational harm. j) Notwithstanding anything to the contrary elsewhere in this Agreement, the Member expressly authorises Awfis to disclose any information (including confidential or sensitive information) related to the Member to any statutory authority, court, regulator, or law enforcement agency, without notice to the Member, if such disclosure is required under law or deemed necessary by Awfis in good faith to protect its legal or commercial interests.
7.	Limitation of Liability	To the maximum extent permitted by applicable law, Awfis shall not be liable to the Member or any third party for any indirect, incidental, special, exemplary, consequential, or punitive damages, including without limitation loss of business, profits, goodwill, or data, whether arising in contract, tort (including negligence) or otherwise. Awfis' total aggregate liability under this Agreement shall in no event exceed the total Membership Fee actually received by Awfis from the Member. Awfis shall not be liable for any unauthorized, unlawful, or improper use or misuse of the Premises Address, or Services by the Member or any person acting on its behalf, including any such use after the termination or expiry of this Agreement. Awfis shall further not be liable for any suspension, restriction, or disruption of access to the Premises or Services caused in

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		accordance with the terms of this Agreement, or by force majeure events, regulatory action, or directions of competent authorities. For avoidance of doubt, Awfis shall have no liability whatsoever in relation to any verification, inspection, or banking-related process undertaken in respect of the Member or its registrations, including any loss or claim arising therefrom.
8.	Confidentiality and non-disclosure	a) The terms and conditions of this Agreement and all other information shall be kept confidential by the Member, their respective agents, employees, and representatives, and shall not be actively disclosed or used in any manner whatsoever, in whole or in part, irrespective of the continuity hereof. b) In pursuance of the applicable provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("**PIT Regulations**"), and basis Member's association with Awfis Space Solutions Limited and the access that such association would provide to unpublished price sensitive information ("**UPSI**"), the Member shall be considered an "**insider"** for purposes of these regulations. The Member shall keep UPSI so received confidential, except for the purposes of the PIT Regulations, the Member is bound to maintain the confidentiality of the information and to abide by the provisions of the PIT Regulations, as amended from time to time, which includes that the Member will not communicate or allow access to the Confidential information to any other person, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligation and will not trade in securities of Awfis when in possession of such UPSI.
9.	Assignment	The Member shall not assign, transfer, or otherwise deal with this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Awfis and payment of applicable charges as may be prescribed by Awfis. Any such attempted assignment without prior written consent shall be null and void. Awfis shall be entitled, without any requirement of prior notice or consent from the Member, to assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, to any of its affiliates, group companies, successors, or third parties.
10.	Notices	Any notice, letter or communication to be communicated to either Party under this Agreement shall be in writing and shall be served either by (i) hand delivery; or (ii) speed post with acknowledgment due; (iii) courier to the concerned Party at their respective addresses as set out below; or (iv) email at the respective email addresses provided below. The notices, letters, communications and emails shall be addressed in each case to the attention of the following individuals: In case of Awfis Kind Attn: Contact: Email: With a copy to: legal.desk@awfis.com In case of the Member: Kind Attn: {Authorisedsignatory} Contact: {Mobileno} Email: {email}
11.	Exit Formalities by Member	a) Within 15 (fifteen) days of expiry or termination of this Agreement (whichever is earlier), the Member agrees to change / deregister its office address and remove all references to the Premises Address. The Member agrees to share such copies of the change/de-registration certificate with Awfis within the abovementioned time. The Member shall indemnify, keep indemnified, defend, and hold harmless Awfis, its directors, shareholders, vendors, and employees from and against any loss, harm, damages, notices, claims, suits, or proceedings attributable to the Member's use of the Address or other Services availed by Member. b) Payment of outstanding dues (if any), on the effective date of Termination or expiry of the Agreement (whichever is earlier). c) In case the Member fails to undertake its obligations of completing exit formalities in terms of Clause 11(a), the Member shall be liable to pay an amount equivalent to total Membership Fee as agreed under Clause 4 of this Agreement.
12.	Termination	The Agreement can be forthwith terminated in writing by Awfis upon occurrence of any of the following: a) Breach of applicable laws or this Agreement by the Member, b) When Awfis loses its rights to the Premises Address/ expiry or early termination of Awfis's agreement for the Premises, c) Upon the breach of terms of this Agreement by Member, d) In case of admission of insolvency/bankruptcy proceedings against the Member or the Member files for voluntary liquidation, or e) Failure to pay Membership Fees or any invoiced amount within 5 (five) days of its due date. Upon termination or expiry of the Agreement, Member must complete all Exit Formalities as per timelines mentioned in Clause 11. In case of delay, the Member shall be liable to pay INR 500 (Rupees Five Hundred only) per day plus GST till the completion of Exit Formalities.

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13.	Renewal	Awfis shall seek confirmation on Renewal through E-mail communication prior to 30 days of expiry of the Agreement. If Members fails to confirm renewal through E-mail communication within 15 days of receiving such mail, then Member Company shall complete all the exit formalities including removal of Awfis's Premises Address from the GST and MCA portal no later than 15 days from the expiry of the term of the Agreement. In case, it provides its consent to renew the Agreement, the Agreement shall stand automatically renewed on the day of intimation on same terms and conditions herein and for the renewal membership fee (Renewal Membership Fee) mentioned above. Upon such automatic renewal, the Member shall be liable to pay the Renewal Membership Fee as may be intimated by Awfis at the time of renewal, along with applicable Goods and Services Tax (GST), within five (5) days from the date of issuance of the corresponding invoice by Awfis. **Annual Price Escalation** : A standard annual price escalation of 10% shall apply on all Membership Plans at the time of each annual renewal. This escalation shall be calculated basis the rack rate of the first contract, irrespective of any discounted or promotional pricing offered during the previous term. The escalation shall apply uniformly to Member, irrespective of market fluctuations.
14.	Relocation Offer	In the event Awfis ceases to have rights to the Premises Address, whether due to expiry or early termination of its agreement with the Landlord, or if continued use of the premises becomes commercially or operationally unfeasible, Awfis may, at its sole discretion, relocate the Member to another Awfis location. The address of such location shall thereupon be deemed to be the new Premises Address for the remainder of the Member's existing Agreement term. Awfis shall provide the Member with ten (10) days' prior written notice of such relocation ("Relocation Offer"), along with available options of nearby centres. The Member shall communicate its acceptance of the Relocation Offer, along with its chosen centre, within the notice period specified in the Offer. Failure to respond within such period shall be deemed a rejection of the Relocation Offer. Upon acceptance, the Member shall, at its own cost and responsibility, update all statutory and regulatory records to reflect the new Premises Address and provide copies of such updated registrations to Awfis within fifteen (15) days of acceptance. If the Member rejects, is deemed to have rejected, or fails to comply with the conditions of the Relocation Offer, the Offer shall lapse, and this Agreement shall stand terminated in accordance with Clause 12(b) of this Agreement.
15.	Agreement Activation	Upon execution of this Agreement by the Member and submission to Awfis, the Agreement shall become legally binding unless rejected by Awfis on account of (a) lack of valid authority of the signatory; or (b) unauthorised alterations to this Agreement. The Member acknowledges that subscriptions are non-cancellable during the Term. In the event this Agreement is signed and returned to Awfis after the Term Start Date, Awfis shall have the right to adjust the actual Term Start Date and Invoice Date(s), provided the overall Term remains unchanged.
16.	Dispute Resolution:	Any dispute arising out of this Agreement shall be governed by and construed under the laws of India. The courts at Delhi shall have exclusive jurisdiction in relation to any disputes arising here from.

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For and Behalf of

Awfis Space Solutions Limited

Authorised Signatory

For and behalf of

{fetchInputCompanyName}

Authorised Signatory

DECLARATION BY USER

This Declaration ("**Declaration**") is made by {Authorisedsignatory} ("**User**") in favour of **Awfis Space Solutions Limited**, having its registered office at C-28/29, Kissan Bhawan, Qutab Institutional Area, New Delhi – 110016 ("**Awfis**"), in connection with your use of a space facility at Awfis Centre located at {workspaceAddress} ("**Centre**").

WHEREAS:

1. The User has entered a agreement with Awfis, under which Awfis permits the use of its Centre address solely for statutory or regulatory correspondence purposes related to registration with MCA & GST authorities.
2. The User has availed or may avail of such registrations using the Awfis address.

NOW, the User declares and agrees as follows:

Upon termination, expiry, or non-renewal of the agreement, the User shall, within fifteen (15) days, take all necessary steps to update its registered address with all applicable authorities including but not limited to the Ministry of Corporate Affairs (MCA), Goods and Services Tax (GST) Department, and any other relevant regulatory or statutory body. The User shall immediately cease to use the Awfis address for any legal, commercial, regulatory, or correspondence purpose. The User further agrees to provide documentary proof to Awfis within the same period confirming that the address change has been completed.

The User agrees not to represent, imply, or claim any association with Awfis or the Awfis's Centre once the agreement ends. Any continued use of the Awfis address post-termination will be deemed unauthorized. The User shall be solely responsible for any non-compliance, and shall fully indemnify and hold harmless Awfis, its officers, and affiliates from any penalties, legal actions, or losses arising due to such misuse. Awfis also reserves the right to report such unauthorized use to the appropriate authorities and initiate legal action as deemed necessary.

By checking this box and proceeding, I confirm that I have read, understood, and agreed to the terms of the above Declaration.

Date & Time of Acceptance: {dd}/{mm}/{yyyy}

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