Membership Agreement

This membership agreement (**Agreement**") is made on this {dd}{Do} day of {mm}/{yyyy} by and between ("**Execution Date**")

AWFIS Space Solutions Ltd., a limited company incorporated under the Companies Act 2013 having its registered office at , 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} represented by {Authorisedsignatory} {Designation} authorized by a Board Resolution dated _____(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.	Business Center Address	{workspaceAddress}
2.	Services Start Date	[{dd}/{mm}/{yyyy}]("**Start Date**").
3.	Term	[{tenure}] Months from the Start Date.
4.	Membership Fee	The Member shall pay a total amount of Rs. {amount}/- (Rupees {wordamount} only) plus GST thereon (**"Membership Fee"**) on Execution Date for the entire term of the Agreement. The Member understands and agrees that the Membership Fee is not refundable under any circumstance.

SAMPLE

5.	Services	Upon receipt of the Membership Fee as mentioned hereinabove by Awfis, the Member shall be entitled to use the Address for obtaining mutually agreed statutory registrations subject to obtaining a written no objection certificate ("**NOC**") from Awfis. Upon obtaining any registration at the Address the Member must inform Awfis and submit a self-certified copy of each 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. Note: a) The Member acknowledges that, post obtaining any registrations in terms hereof, any of its notice/letter delivered at the Address can only be obtained within the operational hours at the Address. b) The Member acknowledges that obtaining the mutually agreed statutory registration(s) in respect of the Address does not entitle the Member to claim any rights of possession, tenancy, easement, deemed tenancy, license or any similar right of similar nature, therein.
6.	Obligations of the Member	1. Member must at all times comply with all applicable laws and regulations. 2. Member must at all times comply with Awfis' policies for the Address. 3. 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. 4. Member shall not use the address of the Business Center for any purpose other than as prescribed under S.No. 5 (Services) hereinabove. This Agreement shall forthwith stand terminated in case it is determined that the member is using the Business Center Address for any other purpose, than the one defined in S.No. 5. 5. 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. Any unauthorized usage of

SAMPLE

		Awfis intellectual property by the Member, shall amount to breach of this Agreement and lead to its immediate termination. 6. Member shall be solely responsible for any non-compliance, non- adherence on its part towards any statutory requirement. 7. The Member hereby agrees to indemnify, keep indemnified, defend, and hold harmless against any loss, damage, claim, or demand arising out of any breach of the terms of this Agreement, third party claims against Awfis, or breach of applicable laws. 8. Member shall provide the certificate evidencing payment of TDS to Awfis within 5 days from the due date of furnishing TDS to the concerned tax. Failure to deposit Tax Deducted at Source (TDS) or excess deduction or failure to furnish such certificate shall amount to non-payment of charges by the Member and shall be entitled to take necessary actions at its discretion. 9. The Member shall not damage the goodwill or reputation of Awfis and not use the Address for any unauthorized, illegal, or hazardous purposes.
7.	Limitation of Liability	1. Awfis shall not be liable for any direct ,consequential, incidental, indirect, exemplary, and punitive damages whatsoever. 2. Awfis shall not be responsible or liable for any use or misuse of the Address by the Member.
8.	Confidentiality and non-disclosure	The terms and conditions of this Agreement and all other information will be kept confidential by the Member, their respective agents, employees, and representatives, to the extent possible and will not be actively disclosed or used in any manner whatsoever, in whole or in part, irrespective of the continuity hereof. 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	This Agreement or any rights obtained hereunder cannot be assigned by the Member in any manner whatsoever, save and except with written consent of Awfis and payment of applicable charges by the Member as may be prescribed by AWFIS.
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, (ii) speed post with acknowledgment due; or (iii) courier to the concerned Party at their respective addresses as set out below; or (iv) email at the respective email

SAMPLE

		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 Kind Attn: _____ Address:_____ _____ Contact: _____ Email: _____ In case of the Member: Kind Attn: {Authorisedsignatory} {address342} Contact: {Mobileno} Email: {email}
11.	Exit Formalities by Member	1. 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 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. 2. Payment of outstanding dues (if any), on the effective date of termination or expiry of the Agreement (whichever is earlier). 3. In case the Member Company fails to undertake its obligations of completing exit formalities in terms of Clause 13(!)), the Member shall be liable to pay an amount equivalent to total Membership Fee as agreed under Clause 4 of this Agreement.
12.	Termination	1. The Agreement can be forthwith terminated in writing by Awfis upon occurrence of the following: a. Member's failure to cure any breach even after receipt of a 7 (seven) day written notice from Awfis. b. when Awfis loses its rights to the Address. c. In case of admission of insolvency/bankruptcy proceedings against the Member or the Member files for voluntary liquidation. d. breach of applicable laws by the Member. 2. Upon termination or expiry of the Agreement, Member must complete all Exit Formalities as per timelines mentioned in serial no. 13 above. In case of delay, the Member shall be liable to pay Rs. 1500/- (Rupees One Thousand Five Hundred Only) per day plus GST till the completion of Exit Formalities.

SAMPLE

13.	Renewal	In case the Member intends not to extend the Term, it must provide a written notice of 30 (thirty) days prior to the date of expiry of the Term and complete all Exit Formalities, failing which, the Agreement shall automatically stand renewed for a period of 12 (twelve) months on the same terms and conditions herein and for the Renewal Membership Fee mentioned below. Upon such automatic renewal the Member shall be liable to pay an amount of Rs. {amount}/- (Rupees {wordamount}only) plus GST ("**Renewal Membership Fee**") and the pro-rated increase in Commitment Deposit within 5 (five) days of issuance of invoice by Awfis. Any renewal beyond the aforesaid shall be mutually agreed in writing.
14.	Dispute Resolution:	Any dispute arising out of this Agreement shall be governed by and construed under the laws of India. The courts at New Delhi shall have exclusive jurisdiction in relation to any disputes arising herefrom.

For and on behalf of
Awfis Space Solutions Limited

Authorised Signatory

{workspaceAddress}

For and on behalf of
{fetchInputCompanyName}

Authorised Signatory

{address342}

SAMPLE