MEMBERSHIP AGREEMENT

By entering into this Membe
Company") agrees to provi
respect of the office Space lo
(Haryana) 122001 (hereinafter collectively referred to as the "**Membership Agreement or Agreement**") on the terms and conditions mentioned herein this Membership Agreement below.

1.	Premises	
2.	Office Space	1 dedicated desk in area consisting of desk space, common area amenities and conference room facility at the Premises, usage subject to terms mentioned hereunder.
3.	Services	● Non- exclusive access to and use of the Office Space as per entitlement mentioned above; ● Mail and packages handling during Centre Timings on behalf of the Member. OYO will ensure on best effort basis that receipt of such mails and packages is communicated to the Member within 7 working days from the date of receipt of this mail and packages and the Member shall ensure to collect the same from OYO within 2 days from the receipt of intimation from OYO to collect. It is clarified that OYO shall not be responsible for any loss or damage arising out of late delivery non-delivery or mis-delivery of the mail or package which is not collected within the above mentioned timeline and does not contains OYO's stamp and signature of OYO representative as a recipient indicating its acceptance or should Member use our mail and deliveries services for fraudulent or unlawful purposes. The mail and packages dimension should not exceed 750mm x 600mm x 450mm and weight should not exceed 5 kgs; ● Access to and use of WiFi and Internet connection as per fair usage policy of the Internet Service Provider; ● Access to use printers, copiers and/or scanners available subject to availability and applicable charges; ● Hot tea & coffee from specified vending machine; ● Housekeeping and maintenance services. Additional Paid Services: ● Meeting Room and Conference Room beyond 1-hour; ● Printouts both black & white and colour; ● Breakfast, snacks & lunch services as available in the Office Space; ● Other food & beverages sales counters including Café / Vending Machine and others; ● Locker facilities for maintaining physical documents as per availability; ● Other value added member services as available.

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3.	Rack Rate of select paid services offered (subject to availability and revision without prior intimation by management)	Podestals connect with Conf's Manager All prices mentioned above are exclusive of taxes.
4.	Term	[_____] to [_____] This Membership Agreement shall be valid only for the Term, unless mutually extended with subject to availability of space and prevailing rates applicable for that period. All prices are exclusive of taxes, unless otherwise mentioned.
5.	Commencement Date	[_____]
6.	Centre Timings	• 9 A.M. to 8 P.M. from Monday to Friday except public/ national holidays. Additional charges of Rs. 200 / Hour shall be paid by the Member, if it uses the Office Space beyond Centre Timings. In no way, the Member is permitted to use the Office Space on public/national holidays; • Support staff available between 10am to 6pm Monday to Friday, except public/ national holidays.
7.	Consent for Registered Address	Member shall be permitted to use the Office Space/Premises as their registered office address provided that the Member shall bear the responsibility for compliance with the provisions of the applicable laws including but not limited to the Companies Act 1956/2013, GST regulations etc. Member may also use the Office Space/Premises for obtaining other statutory licenses for its business operations from the Office Space/Premises provided that the obligation and the responsibility of compliance with all applicable laws shall solely rest with the Member and OYO shall not be responsible for any such compliance's and the Member shall indemnify OYO for any losses, costs, claims, damages arising out of such non-compliance by the Member. Member confirms that it shall promptly respond to any communication shared by the government authorities, OYO and/or third party on such matters. Additionally, the Member agrees to make itself available on an immediate basis to address the concerns/queries raised by Government officials and/or third parties at all times. The Member agrees to provide a copy of all statutory registrations within 3 (Three) days of receiving the same for OYO's records.
8.	Deregistration of Registered Address	If Member is using an address provided by OYO as its registered office address for statutory requirements and/or as any kind of business communication address of whatsoever nature, or Member changes its existing registered office address to an address provided by OYO, then upon termination or expiration of this Membership Agreement, Member shall (i) transfer the registered office address to a different location outside the Office Space/Premises, (ii) complete the deregistration of such address with the relevant local authorities within 10 days prior to the date of such termination or expiration and (iii) complete all other obligations

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		in relation thereto, within 10 days prior to the date of such termination or expiration, and shall provide to OYO documentary proof evidencing the same for OYO's review and verification. For each whole or partial calendar month after such 10 days deadline has elapsed that Member has not deregistered the registered address and not provided to OYO proof of the same, Member agrees to pay a penalty calculated at a percentage of its monthly charges as follows: for the first whole or partial calendar month, 50%; for the second calendar month, 100%; for the third calendar month and each calendar month thereafter, 150%. Such fees shall become immediately due and payable by the Member and Member agree to indemnify OYO in this respect. Member further agrees and undertakes that OYO shall not be liable to Member or any other person under any circumstance in relation to the use of the Office Space/Premises by Member as Member Company's registered office address.
9.	Charges, Delayand default inpayment	The charges for 11 months shall be payable in advance at the time of signing this Membership Agreement.
10.	Amount Payable on signing the Membership Agreement	● 11 month's advance charges
11.	Membership Agreement formalities	● Signing of Membership Agreement ● KYC of Member and its Employees/ Agents/ Representatives using the Office Space. Any change in the status of the Member including any reorganisation, merger etc. shall be intimated in writing within a period of 5 (Five) working days
12.	OYO Details	
13.	Bank Account Details	
14.	Member Details	per Annexure-1 of this Membership Agreement.

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15.	Use of Member Name and logo	Member consent to OYO's non-exclusive, non-transferable use of Member's company name and/or logo in connection with identifying Member as a member of OYO, alongside those of other Member companies to be displayed within the Office Space/Premises. Member warrants that the trademark, name or logo used by it does not infringe upon the rights of any third party and that Member has full authority to provide this consent. Member may terminate this consent at any time upon thirty (30) days' prior notice.
16.	Termination	Either Party may terminate this Membership Agreement by delivering to the other party, a written notice of at least 30 (Thirty) days ("**Notice for Termination**").
17.	Exit Formalities	as provided by the Member from its authority, departments and at all places including without limitation to business cards, website, stationery, advertising material etc. The process of delisting shall be completed within 10 (Ten) days from the effective date of termination or date of expiry of the Membership Agreement. • shall remove all its property from the Office Space, Locker etc. After providing with reasonable notice, OYO will be entitled to dispose of any property remaining in or on the Office Space after the termination or expiration of this Membership Agreement and will not have any obligation to store such property, and Member waives any claims or demands regarding such property or our handling of such property Member shall be responsible for paying any fees reasonably incurred by OYO regarding in removing or disposing of such property. • Following the termination or expiration of this Membership Agreement, OYO will not forward or hold mail or other packages delivered at the Office Space/Premises. • Sign-off a No dues certificate from OYO.
18.	Confidentiality	Each of the Parties agree to treat the negotiation and execution of this Membership Agreement, the transactions contemplated herein and any information given to it by the other Party (which is not, on the date it is so given, already in the public domain) for the purpose of the negotiation or execution of this Membership Agreement ("**Confidential Information**") as confidential. Each of the Parties agree that they shall not disclose any Confidential Information to any person except to any government authority or as required under any applicable law, its employees, agents, shareholders and advisors on a strictly need-to-know basis.

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19.	Indemnification	Member hereby indemnifies OYO from and against any and all claims, including third party claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach or alleged breach of this Membership Agreement by the Member or its employee, agent guests, invitees or their actions or omissions, except to the extent a claim results from the gross negligence, wilful misconduct or fraud by OYO. In the event a third party brings a claim of Member's trademark infringement, copyright infringement and breach of Confidential Information against OYO, Member shall at its sole cost and expense defend the same and indemnify OYO to the fullest extent permitted by applicable law against the claim.
20.	Limitation of Liability	Neither Party shall be liable for any incidental, consequential, indirect, or special damages, including but not limited to any lost profits or trading losses or business interruptions irrespective of whether such Party has been advised of the possibility of the incurrence of such damages. The maximum aggregate monetary liability of OYO for any reason and for all causes of action under this Agreement, will not exceed the total amount paid by the Member to OYO under this Membership Agreement.
21.	Waiver of Claims	To the extent permitted by law, Member on its own behalf and on behalf of its employees, agents, guests and invitees, waive any and all claims and rights against OYO and owner(s)/lessor(s)/landlord(s) of the Office Space/Premises and OYO's affiliates, parents, and successors and employees, assignees, officers, agents and directors resulting from injury or damage to, or destruction, theft, or loss of, any property, person, except to the extent caused by the gross negligence, willful misconduct or fraud of OYO.
22.	Force Majeure	Notwithstanding anything to the contrary contained herein, the Member shall continue to pay monthly charges and other charges in terms of this Membership Agreement despite occurrence of any acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, outbreak of an epidemic and/or pandemic, natural disasters, severe damage or destruction to the Property, imposition of lockdown by any local, state and central government, significant or partial travel or work restrictions, labor difficulties or civil unrest.

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23.	Governing Law and Dispute Resolution	This Membership Agreement shall be construed and governed in accordance with the laws of India. Any dispute, claim or controversy arising out of or in connection with this Membership Agreement or its performance, including the validity, interpretation or application hereof ("Dispute"), shall to the extent possible be settled amicably by negotiation and discussion among the Parties. Failing such an amicable settlement within 30 days from the receipt of a written notice the dispute shall be referred to arbitration under the Arbitration and Conciliation Act as amended till date. Such arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties.
24.	Miscellaneous	● **Severability**: Each provision of this Membership Agreement shall be considered separable. To the extent that any provision of this Membership Agreement is prohibited, this Membership Agreement shall be considered amended to the smallest degree possible in order to make the Membership Agreement effective under applicable law. ● **Relationship:** The Parties' relationship, as established by this Membership Agreement, is solely on a principal to principal basis. Neither Party is a legal representative, agent or employee of the other Party, and other than specifically authorised under this Membership Agreement, neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever. ● **Amendment:** No modification, amendment or waiver of any of the provisions of this Membership Agreement shall be effective unless made in writing specifically referring to this Membership Agreement and duly signed by Parties. ● **Counterparts:** This Membership Agreement may be executed in electronically generated counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Membership Agreement shall prevail over any translation thereof. In the event of any inconsistency arising between the electronically generated version and the printed version of this Membership Agreement, the electronically generated version of the Membership Agreement shall prevail. ● **Entire Agreement:** The Member represents, warrants and acknowledges to OYO that it has read the 'House Rules' on the

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			link https://innov8.work/terms/ which forms integral part of the present Membership Agreement and are bound by them including the consequences. Together with the House Rules, this Membership Agreement constitutes the entire agreement between the Member & OYO as to its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

For OYO::(*SIGNATURE)*	**For Member:(*SIGNATURE)***
Authorized Sig	_____
Designation: P **Date:-** _____	_

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Both Witnesses to be provided by the client & is mandatory

In the presence of Witness 1	**In the presence of Witness 2**
Witness signature:_____ **Name:**_____ **Aadhaar No:**_____	**Witness signature:**_____ **Name:**_____ **Aadhaar No:**_____
Aadhaar Linked Mobile No: _____	**Aadhaar Linked Mobile No:** _____

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ANNEXURE-1

MEMBER DETAILS

For Individual	*For Company*	*For Partnership*	*For LLP*
Aadhar Card	PAN Card for Company	Partnership Agreement/registration certificate if Partnership is registered	LLP Agreement/ registration certificate if LLP is registered
PAN Card			
Authorisation	Board Resolution in favour of the authorized Signatory executing the membership agreement	Authority letter in favour of the person executing the membership agreement	Authority Letter in favour of the authorized Signatory executing the membership agreement
Cancelled cheque	Cancelled cheque	Cancelled cheque	Cancelled cheque

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