

COWORKING / SPACE SHARING SERVICES AGREEMENT

This Co-Working/Virtual Space Sharing Services Agreement ("Agreement") is executed on

BY AND BETWEEN

Aadee Venture Labs Private Limited, a company incorporated under the Companies Act 2013, having its corporate office at **JAIPUR - 302001**, hereinafter referred to as "**The Service Provider**" being the Party of the FIRST PART;

AND

Odra Holidays Private limited, a Private Limited Company registered under Companies Act 2013 via its Director _____, having its registered office at 3rd Floor, Plot No-MIG- 108, BHB Colony, Near Durga Mandap, Baramunda, Bhubaneswar, Khorda – 751003 Odisha, 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 (as defined below) 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 use the Scheduled Property (as defined below).

2. The Client being in need of a suitable premise for conducting its business, approached the Service Provider and expressed the desire to use the Scheduled Property as its principal place of business entity registration.
3. The Service Provider has agreed to (a) grant the Client a right to use the Scheduled Property as its principal place of business entity registration.

NOW THEREFORE THIS AGREEMENT RECORDS AND WITNESSES THE TERMS AND CONDITIONS WHICH ARE HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. CONFIRMING RECITALS

The Parties hereby confirm that all that they have stated/represented in the above recitals is true and correct and record that they have entered into this Agreement believing and accepting in good-faith the truth and correctness of their respective statements and representations therein.

2. DEFINED TERMS

Definitions. In this Agreement, the following terms, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the following meanings assigned to them herein below:

- 2.1. **“Demised Premises”** shall mean such location of the service provider;
- 2.2. **“Due Date”** is the date by which the Client shall pay Service Fee to the Service Provider. Such date shall be immediately on the receipt of Invoice.
- 2.3. **“Commencement Date”**
- 2.4. **“Expiration Date”** will be
- 2.5. **“Term”** is such term which shall be from the Commencement Date till the Expiration Date; i.e., 11 months in this case.
- 2.6. **“Scheduled Property”** shall mean such location of the service provider i.e.,
- 2.7. **“Service Fee”** shall mean the amount of _____) payable by the Client to the Service Provider before the Commencement Date for the Services provided by the Service Provider;
- 2.8. **“Taxes”** means all forms of taxation and statutory, governmental and municipal charges, duties, and levies, wherever chargeable and whether originating from the Republic of India or any other jurisdiction; and any related penalty, fine, or surcharge.

3. SERVICE PROVIDER'S RESERVED RIGHTS

- 3.1. The Service Provider is entitled to access the Scheduled Property in connection with the provision of the Services for safety or emergency purposes without any notice.
- 3.2. The Service Provider reserves the right to alter the Scheduled Property, provided that the Service Provider will not do so in a manner that substantially decreases the square footage of the Scheduled Property or related amenities.
- 3.3. The Service Provider may also modify or reduce the list of Services or furnishings provided at any time subject to the mutual agreement of the Parties.

4. TERM AND TERMINATION

- 4.1. This Agreement is valid during the Term and is subject to auto-renewal at the end of the term unless expressed otherwise by either party. The lock -in-period shall be of 11 months for the parties i.e. the entire duration of this agreement.
- 4.2. The Client shall not be entitled to terminate this Agreement during the agreement period for reasons other than for a fundamental breach of any of the representations and warranties furnished by the Service Provider in this Agreement.
- 4.3. It is hereby agreed that The Client, effective only after the completion of the agreement period of 11 months, shall be at the liberty to terminate this Agreement by serving upon First party a written termination notice of 30 days in advance.
- 4.4. That on termination of this Agreement, The Client shall peacefully vacate the aforesaid Premises. Second party shall, upon vacating the aforesaid Premises, remove such items that belonged to Second party. The reasonable cost of any damage done to the aforesaid Premises including its furniture & fixtures, shall be adjusted from the security deposit, normal wear and tear shall be considered for exemption.
- 4.5. Either Party may terminate this Agreement for a material breach by the other. Such termination for breach shall be on the basis of a prior written notice of at least thirty (30) days, during which the defaulting Party shall be given the chance to cure the alleged breach. If such breach remains uncured, then the termination shall become effective.

5. SERVICE FEE

- 5.1. The Client shall pay the Service Fee to the Service Provider in advance for the entire term of 11 months amounting to
- 5.2. The Client shall be liable to pay all Taxes that may be levied/payable on the Service Fee including GST (if applicable). However, any Taxes applicable on the ownership of the building, shall be borne by the Service Provider.

For

- 5.3. All municipal/property taxes and any other Taxes payable to any statutory authorities or departments will be borne by the Service Provider during the subsistence of this Agreement. All utility charges provided to and used or consumed by the Client in the Scheduled Property be payable by the Client.
- 5.4. The payment of the Service Fee shall be subject to TDS deductions at applicable rates and the Client shall submit the consequent TDS certificates to the Service Provider at the end of each financial year. In the event of full exemption or a lower TDS exemption obtained by the Service Provider, the Client shall co-operate and shall not deduct or shall deduct TDS at such lower rates, as the case may be, subject to relevant documentary evidence being furnished by the Service Provider to the Client in this regard.

6. FORCE MAJEURE

Both parties shall not be responsible for any loss or damage to Premises resulting from government actions, Fire, earthquake, storm, war, civil disturbances or other such happening, as stated above, beyond the control of human beings or by the acts of God, force majeure etc., notwithstanding anything contained herein.

7. INDEMNITY

- 7.1. Each PARTY shall indemnify and keep indemnified the other PARTY of, from and against all actions, suits and proceedings and all costs, charges, expenses, losses or damages which may be incurred or suffered by or caused to the such other PARTY by reason of any breach, default, contravention, non-observance or non-performance by PARTY in breach / default of the terms, conditions and provisions of this Agreement.
- 7.2. PARTIES shall keep each other indemnified and hold harmless in respect of any liability arising on the either PARTY as a result of any act of negligence on the other PARTY or its employees or its authorized agents.
- 7.3. No party shall be responsible for indirect, punitive, exemplary and consequential and third party damages. In no event, liability of Second Party shall exceed the value of service fee (equal to the consideration amount for the whole period of this agreement), payable by it in accordance with the terms of this Agreement.

8. STAMP DUTY AND REGISTRATION/LEGAL FEES

Each Party will bear its own legal costs. The Client shall bear and pay the adjudication fees, stamp duty, registration and other incidental for duly stamping and registering this Agreement.

9. GOVERNING LAW

The provisions of this Agreement shall be governed by the applicable laws in India and depending upon the nature of the proceedings to be adopted, the Courts in Jaipur shall have exclusive jurisdiction to entertain, try and adjudicate the suit/dispute filed by and between the Parties herein.

10. NOTICE

Any notice required to be served by any Party hereto to the other Party, it shall be deemed to be sufficiently served upon if hand delivered with acknowledgement or email or sent by Registered/Speed Post with the address of the Parties stated herein above. In case of any change in such address, the Parties shall be at liberty to inform the other accordingly.

11. MISCELLANEOUS

- 11.1. **Waiver.** Neither Party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party.
- 11.2. **Subordination.** This Agreement is subject and subordinate to the Service Provider's lease with the landlord of the Demised Premises and to any supplemental documentation and to any other agreements to which the lease with such landlord is subject to or subordinate.
- 11.3. **Severable Provisions.** Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.

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	In Witness thereof
SIGNED AND DELIVERED BY THE CLIENT	In Witness thereof
Designation: Director	

ANNEXURE A

BANK DETAILS OF THE SPACE PROVIDER

Account Name

Account Number

Bank - HDFC

IFSC Code - 1