



z

Service Contract

I. Parties:

1.	Date	_____ Day of _____, 2025
2.	Parties	<p>SMARTWORKS COWORKING SPACES LIMITED, having its registered office at _____ New Delhi- 110019, represented by <i>[Full Name]</i>, <i>[designation]</i> authorized by a Board Resolution/Letter of Authority dated [_____] hereinafter referred to as “Smartworks” (which expression shall unless repugnant to the subject or context be deemed to mean and includes its successors in interest, agents and assigns) ;</p> <p>AND</p> <p>[Enter Client Name] _____ PAN No. _____, having its registered office at _____ represented by <i>[Full Name]</i>, <i>[designation]</i> authorized by a Board Resolution dated [•] hereinafter referred to as “Client” (which expression shall unless repugnant to the subject or context be deemed to mean and includes its successors in interest, successors in office and agents);</p> <p>Client is engaged in business of _____</p> <p>The Client and Smartworks in their individual context shall be referred to as “Party” and collectively as “Parties.”</p>

II. Commercial Terms:

1.	Business Centre	[_____ Business Centre <i>Name and Address</i>].
2.	Allocated Closet	Designated closet / cubicle, as the case may be, bearing no. _____, on the _____ floor of the Business Centre, access of which shall be provided upon prior written intimation.
3.	Membership ID	
4.	Commencement Date	[Dd/mm/yyyy]
5.	Duration	__ Months from the Commencement Date
6.	Fixed Payment	Rs. _____/- (Rupees _____ only) plus all applicable taxes thereon, payable by the Client, in advance, upon execution of this Contract.
7.	Business Hours	[8:00 am] to [8:00 pm] (Monday to Friday), excluding: <ul style="list-style-type: none"> a) Public Holidays and, b) 1 (one) day per annum for Preventive Planned Maintenance wherein the Business Centre shall be in entire shut down mode.



8.	Courier Forwarding Facility	<ol style="list-style-type: none"> 1. The Client shall be liable to collect its couriers/documents received from the Business Centre within 10 days. 2. Any charges including forwarding of the courier and otherwise in respect of courier services shall be borne by the Client. 3. Smartworks shall not be responsible for the contents, receipt or delay of any post and courier services.
----	-----------------------------	---

III. TERMS AND CONDITIONS GOVERNING THE SERVICES OBTAINED BY CLIENT:

1. Rights granted to the Client:

1. The Client shall be entitled to use the Allocated Closet for the following purposes (Please tick the intended purpose):

GST Registration Facility

Brief Description: The Client is permitted to use the Allocated Closet for business purposes and business correspondence, provided the Client bears the responsibility for compliance with all the necessary provisions of the GST Act/ other relevant law. However, this address shall not be used for business registrations, bank account opening, or as the primary registered office address with MCA/ROC.

Client is entitled to use the Business Centre address as above, provided that the Client shall ensure compliance with all applicable laws, subject to obtaining prior written consent from Smartworks. The Client undertakes that it shall immediately on obtaining any registration at the address of the Business Centre inform Smartworks and submit a certified copy thereof and shall before the expiry of the Service Contract shall intimate all the authorities that it has shifted its office from the Business Centre to the new address and shall also surrender the registrations obtained at the address of Business Centre and submit the proof thereof to Smartworks. Smartworks reserves the right to take action against the Client if the Client is found in breach of this clause

2. The Client bears the responsibility for compliance with all the necessary provisions of all relevant laws. The Client shall not, whether indirectly or directly, use the Allocated Closet, to avail any credit facilities or other credit lines, to purchase, rent or lease any vehicles, including fuel and non-fuel (electric) vehicles or to obtain any import-export licenses.

3. The Client shall be entitled to enjoy Services obtained from Smartworks during the entire period of subsistence of this Contract, subject to payment of the Fixed Payments and also subject to adherence and fulfilment of its obligations hereunder as also strictly following and complying with the user rules and regulations framed from time to time.

2. Payments of Charges:

1. The Client shall be required to make payment in advance for the entire Duration of the Contract.
2. Subject to applicability, Client shall furnish the tax deduction certificates on a quarterly basis to Smartworks, at the rate applicable to Smartworks. Failure to deposit Tax Deducted at Source (TDS) or any other similar deductions by the Client or excess deduction or failure to furnish such certificate shall amount to non-payment of Charges and Smartworks shall be entitled to invoke the Consequences of Non- Payment.

3. Consequences of Non-Payment

1. Smartworks reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to the Allocated Closet and revoking all consents for using the address of the Business Centre as their registered address) while there are any outstanding fees and/or interest or the Client is in breach of this Contract, without requiring to first terminate the Contract.



2. In case of default in payment of charges or any part thereof within the due dates, the Client shall be liable to pay interest @ 1.5% p.m. or part thereof, computed from the month for which the same is due and compounded for each month of non-payment until actual payments.

4. Obligations of the Client:

1. The Client shall be required to obtain services strictly in compliance of the applicable laws and violation of the same shall deem to be material breach by the Client.
2. The Client shall not carry on any business which could be construed as illegal, defamatory, immoral or obscene and agrees to not use the address of the Business Centre, whether directly or indirectly, for any such purpose or purposes.
3. The Client shall not use the Allocated Closet or any part of the Business Centre for operating or participating in chit funds, Ponzi schemes, unregistered or registered cooperatives, activities involving GST evasion or fraud, money laundering, accepting money deposits, or engaging in any other activity that is prohibited under applicable laws or regulations or otherwise.
4. The Client shall be held responsible and shall be liable towards Smartworks for any disruption or disturbance of business at the Business Centre caused on account of activities conducted by the Client, its employee (s) and affiliate.
5. The Client assumes total liability towards the cost of any loss or damage to Smartworks or any other Client, or any equipment, facilities, amenities, fixtures, furniture and other installations in the Business Centre.
6. The Client agrees to pay promptly (i) all taxes and license fees which it is required to pay to any governmental or semi government authority in its business; (ii) all other applicable taxes, duties, levies or charges being made applicable to the instant transaction; (iii) payment of any utilities or other additional services obtained by the Client from Third Party (with consent of Smartworks)
7. Client must at all times comply with all applicable relevant laws and regulations in the conduct of its business in relation to this Contract.
8. Client shall not use the trademark/s, goodwill, trade name/s, copyright/s and/or any other intellectual property right/s of Smartworks or any pictures or illustrations of any portion of any properties in any advertisement, promotional material and/or other media coverage, save and except with the prior written consent of Smartworks.
9. Without prejudice to the specific indemnities, the Client hereby indemnifies and assures to keep Smartworks indemnified, against any loss, damage, claim, or demand arising out of any breach of the terms of this Contract by the Client.
10. Client acknowledges that all areas outside the Allocated Closet are of restricted or no access for the Client and Client shall not be entitled to use any areas outside the Allocated Closet Client shall be fully responsible for ensuring that the privacy of other occupiers of the Coworking Space is not breached by Client or any of its employees or visitors
11. All taxes, duties, stamp charges and other expenses arising out of or relating to the execution of this Contract (including those assessed subsequently) shall be borne and payable by the Client, for executing this Contract.
12. Client shall be solely responsible and liable for any good(s) stored at the Allocated Closet.

5. Rights / Obligations of Smartworks:

1. Smartworks or its past, present and future officers employees individually shall not be liable for any special, incidental, indirect, punitive and consequential damages (including, but not limited to damages for loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty or otherwise under or in connection with any provision of this Contract).
2. The liability of Smartworks, either to the Client or any other claimant or for any other reason or condition whatsoever, shall under no circumstances exceed a sum equivalent to the Fixed Payments payable by the Client in the preceding last 3 Months from such liability arising.
3. Smartworks shall have a right of access to the Allocated Closet, with or without notice to the Client, for the purposes of safety, cleaning, repairs, maintenance, in case of emergency or for any other purposes. Smartworks shall be entitled to shift the Allocated Closet to another location within the same Business Centre.



For [Name of Client]

Name	
Designation	
Date of Board Resolution	
Company Stamp, Date & Signature	

List of Document required:

- 1) Address Proof of Client
- 2) Board resolution in case of Company and Letter of authority in case of other entity
- 3) Photo ID and address proof of signatory
- 4) Certificate of Incorporation in case of Company
- 5) Business License

SAMPLE