


## AWFIS MEMBERSHIP AGREEMENT

DATE OF ISSUE: 24.03.2025

AWFIS ENTITY DETAILS	MEMBER COMPANY DETAILS
Legal Entity: AWFIS SPACE SOLUTIONS LIMITED	Legal Entity: Housp Tech India Pvt. Ltd.
Centre Name: Bhutani Technopark	PAN: AAHCH7130C
Address: 7th Floor, Noida-Greater Noida Expy, Sector 127, Noida, Uttar Pradesh 201313	Address: B-39, KH NO. 869.872-873 LONI ROAD EAST JYOTINAGAR NORTH EAST DELHI , NORTH EAST DELHI-110093 DELHI
Tel: 8894311888	Tel: 9621200006
E-mail: Shashank.singh@awfis.com	E-mail: <a href="mailto:Shakte@housp.com">Shakte@housp.com</a>
TERM DETAILS	INVOICING ADDRESS
Start Date: 9 <sup>th</sup> April 2025	Address: B-39, KH NO. 869.872-873 LONI ROAD EAST JYOTINAGAR NORTH EAST DELHI , NORTH EAST DELHI-110093 DELHI
End Date: 8 <sup>th</sup> October 2026	Shakte Sachdev
Renewal Option: Yes	Tel: 9621200006
Notice Period: 1 Month	E-mail: <a href="mailto:Shakte@housp.com">Shakte@housp.com</a>
BANK DETAILS:	OFFICE SPACE DETAILS:
Bank Name: ICICI Bank	Address: 7th Floor, Noida-Greater Noida Expy, Sector 127, Noida, Uttar Pradesh 201313
Branch Address: Shop No. 4, Film City, Underground Parking, Sector 16A, Noida, UP-201301	Details and Nos.: 3 Seater Cabin & 2 Seater Cabin
Account Name: Awfis Space Solutions Limited	Capacity: 5 Seats
Account Number: 785205000223	Lock in – 13 Months
IFSC: ICIC0007852	
ADDITIONAL TERMS:	

FOR AND ON BEHALF OF AWFIS SPACE SOLUTIONS LIMITED	FOR AND BEHALF OF MEMBER COMPANY
<p>Signature:</p>  <p>Name :Mr. Hitesh Miglani</p>  <p>Designation: VP Sales</p>	<p>Signature:</p>  <p>Name: Mr. Shaktte Sachdev</p> <p>Designation: Co-founder</p>

## MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (this “**Agreement**”) is made and executed at April 09, 2025 (“**Effective Date**”).

Between

(i) **AWFIS SPACE SOLUTIONS LIMITED (formerly known as "AWFIS Space Solutions Private Limited")**, CIN: L74999DL2014PLC274236, a company incorporated under the laws of India having its registered office at C- 28-29, Kissan Bhawan, Qutab Institutional area, New Delhi, Delhi 110016, India represented through its authorized signatory, Hitesh Miglani, VP- North Sales (Email ID – [hitesh.miglani@awfis.com](mailto:hitesh.miglani@awfis.com)), (hereinafter referred to as the “**AWFIS**” or “**Service Provider**”, which term, unless repugnant to the context shall include its successors in interest and permitted assigns) of the FIRST PART; and

(ii) **Housp Tech India Pvt. Ltd., AAHCH7130C**, a Company incorporated under the laws of India and having its registered office at B-39, KH NO. 869.872-873 LONI ROAD EAST JYOTINAGAR NORTH EAST DELHI , NORTH EAST DELHI-110093 DELHI represented through its authorized signatory Ms. Misbah Sahar, Chief of staff, (hereinafter referred to as “**Member Company**” or “**User**”, which term, unless repugnant to the context shall include its successors in interest and permitted assigns) of the SECOND PART.

AWFIS and Member Company are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

### WHEREAS:

- A. Awfis is in the business of providing workspace solutions by way of shared work space, co-working workspace, office solutions, personal workstations, meeting rooms, conference halls etc. in the form of ready to move in and/or use office spaces, desks, cubicles with provisions of basic office equipment, furniture, infrastructure, essential services, security etc. under various formats, on a daily, weekly and monthly basis which may be used by single or multiple user subject to the other terms and conditions.
- B. AWFIS by virtue of grant of Lease Deed (“**Master Agreement**”) duly executed between Shri IT Enfraseservices Pvt. Ltd, and Awfis Space Solution Limited, for the property situated at : 7th Floor, Noida-Greater Noida Expy, Sector 127, Noida, Uttar Pradesh 201313 (“**Premises**”), has the sole and absolute right to give out the access to the Premises or part of the Premises as per its co-working business model to its Member Company for the use of the Premises as per business model of Awfis.
- C. AWFIS has created and developed 15000 sq. ft. built-up area (hereinafter referred to as the “**Office Space**”) for permitted use in accordance with its business model in the building at

7th Floor, Noida-Greater Noida Expy, Sector 127, Noida, Uttar Pradesh 201313, India more particularly described in the **Annexure 3** to this Agreement and also as demarcated on the plan annexed herewith and marked as **Annexure 3** for rendering or caused to be rendered, various services which are necessary for running and maintaining offices in the Premises.

- D. Member Company is engaged in the business of Servicing
- E. Member Company has approached AWFIS and has requested AWFIS to provide the Office Space for the purpose of operating and running the business of Member Company it is clarified that the Office Space shall be provided by AWFIS to Member Company along with the services in the manner detailed in **Annexure 1** of this Agreement.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES, COVENANTS SET FORTH HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS:**

### **TERMS & CONDITIONS**

#### **1. DEFINITIONS**

- (a) **“Agreement”** means, collectively, these terms & conditions (**the “Terms and Conditions”**), the above Membership Form cover page(s) (**the “Membership Form”**), and any other attachments, exhibits, and/or supplements.
- (b) **“Applicable Laws”** means and include any applicable central, state or local law, statute, ordinance, rule, guidelines, regulation, code, bye-law, government order or direction, judgment, guidelines, norms, decree or order of a judicial or a quasi-judicial authority.
- (c) **“Awfis,” “we” or “us”** means Awfis Space Solutions Limited (formerly known “AWFIS Space Solutions Private Limited”).
- (d) **“Capacity”** means the maximum/ total number of Members that may be allocated to your Office Space (as defined below) set forth on the Membership Form.
- (e) **“End Date”** shall mean the expiry date set forth in the Membership Form upon which Awfis shall stop providing the Services to the Member Company.
- (f) **“Force Majeure Event”** shall mean an event where the Premises are destroyed or damaged due to war, terrorism, tempest, flood, fire, cyclone, earthquake, riots, or any other calamity/ act of God preventing the Members/ Member Company from accessing the Office Space for a continuous period of ninety (90) Regular Business Days or preventing Awfis from performing its obligations in whole or in part under this Agreement;
- (g) **“Member”** shall have the meaning ascribed to the term in Para 5.1 hereof, (each Member granted a **“Membership”**).
- (h) **“Member Company” or “you”** means the company, entity, or individual entering into this Agreement as listed in the Membership Form.
- (i) **“Membership Fee”** means the fee you will be charged for usage of Services by Members in the Office Space as detailed in the Membership Form and Para 7.1 hereof. The same is exclusive of GST.
- (j) **“Office Space”** means actual office or workspace, conference rooms, IT rooms, meeting rooms, cabins etc. located in the Premises for use by Members in terms of this Agreement, as detailed out in Membership Form above.
- (k) **“Parties”** mean collectively Awfis and Member Company entering into this Agreement.
- (l) **“Premises”** means a building or portion of a building (including any basements, parking areas, concierge desks and common areas) in which Awfis offers its Services to Member Company and/or Members.
- (m) **“Regular Business Days”** are all weekdays (including Saturday), except local bank/public/

government holidays and any days notified by Awfis for planned preventive maintenance at the Office Space and/or Premises.

- (n) **“Regular Business Hours”** are generally from 8:00 a.m. to 8:00 p.m. on Regular Business Days.
- (o) **“Services”** means the services, particularly detailed in **Annexure 1**, which Awfis will provide to you (and your Members, as applicable) at the Office Space in terms of this Agreement.
- (p) **“Start Date”** means the date set forth in the Membership Form and upon which Awfis will begin providing Services.
- (q) **“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, and any related penalty, fine, or surcharge.
- (r) **“Term”** shall have the meaning ascribed to it in Para 8.1.

## **2. INTERPRETATION**

- 2.1. The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement (including the Annexures) in its entirety and not to any part hereof unless the context otherwise requires.
- 2.2. References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.
- 2.3. Any reference to the singular shall include the plural and vice-versa.
- 2.4. This Agreement is a product of joint drafting, and no provisions of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;

## **3. SCOPE OF AGREEMENT**

- 3.1. This Agreement is for provision of Services by Awfis to the Member Company and its Members at the Office Space.
- 3.2. The Member Company accepts that this Agreement creates no tenancy interest, leasehold estate or other real property interest in the Member Company’s favour with respect to the Office Space and/or the Premises. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant, licensor-licensee or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, license, possession or related rights in our business, the Premises, the Office Space or anything contained in or on the Premises or Office Space. Awfis, through this Agreement, is only provisioning its services to the Member Company subject to timely payment of the Membership Fees by the Member Company. This agreement simply confers permissive right of availing services in terms hereof and no other right have been conferred/given to the Member Company.
- 3.3. The Parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose.

## **4. THE BENEFITS OF MEMBERSHIP**

- 4.1. Subject to the terms and conditions of this Agreement, Awfis shall provide you (and your Members, as applicable) the Services.
- 4.2. You will be entitled to access the Office Space on a 24/7/365 basis, subject to you obtaining and maintaining necessary approvals as per Applicable Laws for operation of business on a 24/7/365 basis; however, you acknowledge and agree that all Services may not be available to the Members beyond the Regular Business Hours on Regular Business Day. Services required by the Member Company beyond the Regular Business Hours on Regular Business Days, may be provided by

Awfis, subject to (a) Member Company delivering a written request for the same to Awfis and (b) Member Company paying additional charges for any additional service in accordance with the indicative rates/ charges for such services detailed in **Annexure 2** hereof.

- 4.3. Notwithstanding anything contained herein, Awfis will be entitled to access the Office Space, for safety or emergency purposes or for any other purposes, with or without notice, in connection with provision of the Services under this Agreement. We may also temporarily move furnishings contained in your Office Space for emergency purposes. The Services may be provided by us, or an affiliate or a third party.

## 5. YOUR MEMBERS

- 5.1. Only those individuals that are included in the list of members provided by the Member Company in **Annexure 3** hereof (your "**Member List**") will be deemed to be "**Members**" and be entitled to receive the Services described in this Agreement.
- 5.2. It is clarified that the Member Company shall have the right to update/ alter the Member List from time to time. Any update/ modification to the Member List shall be communicated to Awfis in writing. The Member Company shall be responsible for maintaining the accuracy of the Member List and shall be responsible to update the same with Awfis. The Member Company shall re-affirm and confirm the Member List in writing upon expiry of every 3 (three) months during the Commitment Term. Awfis shall not be held responsible or liable for any lapses in security or breaches/trespassing that occur or could occur as a result of the Member Company not updating the Member List with Awfis.
- 5.3. To the extent permitted by law, all of your Members shall be required to provide valid government issued identification in order to be issued an activated key card to access the Premises and avail Services at the Office Space.
- 5.4. If the number of Members or other individuals regularly availing Services at the Office Space exceeds the Capacity, you will be required to pay the additional fees on each additional membership, basis the agreed commercial terms. In no event will the number of Members exceed 1.5 times the Capacity, regardless of additional fees paid.

## 6. CUSTOMISATION OF OFFICE SPACE

- 6.1. The Member Company hereby confirms that the layout plans agreed between the Parties and detailed in **Annexure 4** hereof in respect of customization/ modifications to the Office Space are final. Accordingly, Awfis agrees to carry out the customization/ modifications to the Office Space, post execution of this Agreement and prior to the Start Date in accordance with the layout plans agreed between the Parties and detailed in **Annexure 4** hereof. In the event Awfis is unable to complete the customization/ modifications prior to Start Date, Awfis shall be allowed an automatic extension of 30 (thirty) days from the Start Date to complete the aforesaid customization/ modifications/ alterations, after providing written intimation to the Member Company. In the event, Awfis fails to complete the modifications within the extended timelines, Parties shall mutually agree on further extension in timelines. Upon extension of timelines for completion of customization/ modifications beyond 30 (thirty) days, the Start Date shall be extended proportionately. Notwithstanding elsewhere in this Agreement, if the Member Company requests for any change/modification in the layout plans, then, additional time shall be granted to Awfis and such time additional time granted shall not be considered as delay by Awfis. However, the Member Company's obligations to make payments from the Start Date shall remain unaffected.
- 6.2. The Member Company acknowledges and agrees that such customization/ modifications/alterations may entail reasonable additional costs which shall be mutually discussed and approved by the Parties.
- 6.3. The Member Company hereby agrees that in the event of termination of the Agreement as defined in Para 8.2 (a), the Member Company shall refund the costs incurred by Awfis, as defined in Para 6.2, in accordance with the detailed BOQ shared by Awfis and in such manner and within such timelines as indicated by Awfis.

## 7. MONTHLY SERVICE CHARGE AND COMMITMENT DEPOSIT

- 7.1. The Member Company shall pay to Awfis in advance **monthly charges of INR 27,000 i.e 27,000 per month plus taxes as applicable from the Start Date i.e 9<sup>th</sup> April 2025 (“Membership Fee”)**. It is agreed that the Membership Fee shall be updated to include the additional fee in terms of Para 5.4 in case the number of Members exceeds the Capacity. **It is further agreed that the Membership Fee shall escalate by 6 % upon expiry of every 12 months from the Start Date.** Notwithstanding the foregoing, Awfis shall have the right to increase the Membership Fee any time during the subsistence of this Agreement, subject to 30 days’ prior notice.
- 7.2. Awfis shall issue an advance monthly invoice to the Member Company, on or before the 27th day of previous month and the total invoice amount shall be paid by the Member Company to Awfis in advance on or before the 1<sup>st</sup> day of each English calendar month. If the Member Company fails to pay the invoice amount by the 5<sup>th</sup> day of same English calendar month, Awfis shall have the right to restrict Member Company and Member’s access to the Office Space, suspend all / any Services at the Office Space, and charge an interest at the rate of 24% per annum of such arrear of invoice amount for the period of default commencing from the date such payment falling due till the date of actual payment.
- 7.3. The Membership Fee payable by the Member Company to Awfis shall be through NEFT favoring Awfis and shall be subject to and after deduction of applicable withholding taxes (TDS) as per the Applicable Laws. The Member Company shall provide the certificate evidencing payment of TDS to Awfis within 30 days of payment of Membership Fees, and failure to do so shall be deemed to be non-payment of Membership Fees to the extent of TDS amount required to be deposited with statutory authorities.
- 7.4. Member Company shall be required to **make payment of INR 54,000 (i.e., equivalent to Two months Membership Fee)** on or before execution of this Agreement, for securing performance of the Member Company’s obligations under this Agreement (“**Commitment Deposit**”). The Member Company shall not be permitted to avail Services at the Office Space until the Commitment Deposit has been fully paid. The Member Company shall ensure that the Commitment Deposit is maintained with Awfis throughout the Term. The Commitment Deposit shall be refunded to the Member Company within 30 days of Member Company completing the Exit Formalities (defined below).

## 8. TERM AND TERMINATION

- 8.1. This Agreement will be effective from the execution date hereof and remain valid until the End Date, unless terminated earlier in terms of this Agreement (“**Term**”). The Parties may mutually agree in writing to the extension or renewal of the Term on mutually agreed terms and conditions (“**Renewal Term**”). In the event the Member Company intends to renew this Agreement, it shall provide a written request to Awfis 30 (thirty) days’ prior to the End Date. The Parties shall enter into the necessary/relevant documentation in respect of the Renewal Term.
- 8.2. **Termination by Member Company**
  - (a) The Member Company hereby acknowledges that Awfis has incurred significant costs towards provision of Services and customization of the Office Space as per the requirements of the Member Company including towards sourcing goods, equipment and hiring, training of staff. Accordingly, the Member Company hereby agrees that, subject to Para 8.2(b) hereof, **the Member Company shall have no right to terminate this Agreement until expiry of 13 months from the Start Date (“Commitment Term”)**. In the event the Member Company terminates this Agreement during the Commitment Term, the Member Company shall be liable to complete all Exit Formalities including but not limited to payment of (i) the Membership Fee (adjusted for escalation in terms of Para 7.1 hereof and including any additional fee) for the unexpired period of the Commitment Term along with (ii) the costs incurred towards customization as defined under Para 6.2, without any delay or demur. Awfis shall also have the right to discontinue any/all Services, and to restrict access to the Member Company and Members.

- (b) The Member Company shall have the right to terminate this Agreement after expiry of the Commitment Term, by issuing a **written notice of 1 (One ) month**. It is clarified that the Member Company shall be liable to complete all Exit Formalities including but not limited to payment of Membership Fee (including any Additional Fee) during such notice period and the costs incurred towards customization as defined under Para 6.2 (if not paid already).

### 8.3. Termination by Awfis

- (a) If at any time during the Term, the Member Company (i) commits any material breach of any the terms and conditions of this Agreement, (ii) creates nuisance, ruckus or any other form of disruption from the Office Space (iii) breaches the representations, warranties or obligations of this Agreement or (iv) fails to make payments towards the Membership Fee (including the Additional Fee) or other charges in terms of this Agreement within 5 (Five) days from its due date, then Awfis shall service a written notice of 5 (Five) Days for rectification of the identified material breach and/or payment of the outstanding dues, as the case may be. In case the Member Company still fails to rectify the material breach or payment of the outstanding dues in its entirety within the prescribed timeline, Awfis shall have the right to terminate this Agreement forthwith.
- (b) Notwithstanding anything to the contrary, Awfis shall have the right to terminate this Agreement with immediate effect in the event (i) in case a winding-up and/or insolvency petition has been filed against the Member Company or (ii) a regulatory action / investigation has been initiated against the Member Company or (iii) the Member has, whilst being in default of payments, stopped availing Services in terms of this Agreement and removed its Members from the Premises and exited the Office without completing the Exit Formalities.
- (c) In case of termination by Awfis in terms of Para 8.3 (b), the Commitment Deposit shall stand forfeited. However, the Member Company shall still be liable to complete all the Exit Formalities.
- (d) In the event the Member Company has defaulted for two (02) continuous month's in the payment of their Membership fee, then the same shall be considered as an automatic termination of this Agreement.
- (e) Upon Termination of this Agreement as stated in clause 8.3 herein, the Member Company shall be liable to complete all Exit Formalities including but not limited to payment of the Membership Fee (adjusted for escalation in terms of Para 7.1 hereof and including any additional fee) for the unexpired period of the Commitment Term. Awfis shall also have the right to discontinue any/all Services, and to restrict access to the Member Company and Members.
- (f) In case Awfis does not have the right to occupy and/or operate from the Premises from the owner /landlord at any time during the Term, Awfis shall make reasonable efforts for relocation of the Member Company to an office space in a different premises being held by Awfis, subject to mutually agreed terms and conditions. In the event the Parties do not agree on the terms and conditions of relocation, then Awfis shall terminate this Agreement and refund the Commitment Deposit to the Member Company within 15 days of such termination. It is clarified that such termination shall be without prejudice to any antecedent rights. In such an event, none of the other provisions of this Agreement shall survive.

### 8.4. Consequences of Termination:

Upon termination of this Agreement in terms hereof or expiry of Term:

- (a) the Member Company shall immediately complete the following on or before the effective date of termination/expiry in terms of this Agreement ("**Exit Formalities**"):
  - (i) make payments towards any and all outstanding Membership Fee or other charges (including the Membership Fee payable for the unexpired Commitment Term, if any) and the costs incurred towards customization as defined under Para 6.2 (if not paid already); and
  - (ii) remove all personnel, assets, goods, personal belongings from the Office Space; and

- (iii) handover keys to any and all filing cabinets utilized by the Member Company/ Members during the Term; and
- (iv) surrender access cards issued by Awfis for the Office Space; and
- (v) provide documentary evidence to confirm that the Office Space is not retained as the address of the Member Company under any of the business licenses/ registrations/ approvals secured by the Member Company in terms of Para 13.8 hereof; and

Subsequently, Awfis shall refund the Commitment Deposit to the Member Company, within 30 (thirty) days of completion of all Exit Formalities provided in this Para 8.4(a).

- (b) In case the Member Company fails to undertake its obligations of completing Exit Formalities in terms of Para 8.4(a), the Member Company shall be liable to pay twice the Membership Fee for such period until the obligations in terms of Para 8.4(a) are fulfilled.
- (c) Awfis shall have the absolute right to prohibit the entry of all the employees of Member company and the Member Company shall have no right to object to the said recourse being adopted by AWFIS.

## **9. FORCE MAJEURE**

- 9.1. In case of a Force Majeure Event, all payments specified under this Agreement corresponding to the affected portion of Office Space where Services are not providable due to such Force Majeure Event shall not be payable. Further, proportionate Membership Fee specified under this Agreement during such period shall continue to be made by Member Company for the unaffected portion of Office Space.
- 9.2. Notwithstanding anything to the contrary contained herein, in the event, Force Majeure Event continues beyond a period of 75 (seventy five) days and Awfis is unable to repair and restore the Office Space within that time then Parties may terminate this Agreement by providing a 30 (thirty) days' notice in writing and this Agreement shall stand terminated automatically upon the expiry of such 30 (thirty) days. However, the Member Company undertakes to pay the Membership Fees for the entire duration of the Force Majeure Event till the termination of this Agreement.

## **10. REPRESENTATIONS, WARRANTIES AND COVENANTS OF MEMBER COMPANY**

- 10.1. The Member Company shall at all times during the Term, ensure that each of its Members:
  - (a) are above the age of 18 years;
  - (b) do not allow any guest(s) to enter the Office Space/ Premises without registering such guest(s) in the logbooks when they enter the Premises, and the Member Company shall be responsible and liable for the activities/actions or omissions of any activity/action of any such guests entering the Premises;
  - (c) do not perform any activity or cause or permit anything that is disruptive or dangerous to us or any other member companies, or our or their employees, guests or property, including without limitation the Office Space or the Premises;
  - (d) do not use the Services, the Premises or the Office Space to conduct or pursue any illegal or offensive activities or comport themselves to the community in a similar manner;
  - (e) act in a respectful manner towards other member companies and our and their employees and guests;
  - (f) do not take, copy or use any information or intellectual property belonging to other member companies or their members or guests, and this provision will survive termination of this Agreement.
  - (g) comply with all rules, policies and/or procedures that are applicable to the Office Space/Premises.

- 10.2. The Member Company irrevocably agrees that before removal of any of the Member Company's equipment, assets, or any other fixtures etc. from the Office Space, it shall procure a Clearance and No Objection Certificate ("CNoC") from Awfis. The Member Company also unconditionally undertakes to take such CNoC from Awfis, also at the time of termination of the Agreement (on any ground whatsoever) or expiry of the Term. The CNoC shall be subject to clearance of all dues by the Member Company as per the terms of the Agreement.
- 10.3. The Member Company warrants and undertakes that it shall unconditionally comply with the process requirement and that it shall provide all documentation and other allied information requested by Awfis for the performance of the KYC process during the tenure of this Agreement. The Member Company further undertakes that it shall also maintain all KYC related updated documents of all its Members and shall be solely responsible for all activities conducted by the Member Company and its' Members, keeping Awfis harmless and indemnified against all actions, losses, or any damages to business of Awfis due to any misleading information or non-compliance to this Para 11.3.
- 10.4. **The Member Company represents and warrants to Awfis that:**
- (a) it has full power and authority to carry out the actions contemplated under this Agreement and that this Agreement constitutes legal, valid, and binding obligation on the Member Company enforceable against it in accordance with its terms;
  - (b) it will comply with all Applicable Laws, regulatory -requirements, regulations, and Awfis' policies etc. in connection with the performance of its obligations under this Agreement and will not do or permit anything to be done which might cause or otherwise result in a breach of this Agreement or cause any detriment to the transactions envisaged herein;
  - (c) it shall ensure timely payment of the Membership Fee and any other charges in terms of this Agreement;
  - (d) it shall indemnify Awfis against any loss / expenses / liability/ injury/ damage that Awfis may incur or suffer on account of claims by third parties or arising on account of violation of any applicable laws or breach of terms of this Agreement by the Member Company;
  - (e) it will comply with any and all policies and procedures formulated by Awfis for giving effect to the terms of the master lease deed executed between Awfis and the owner of the Premises;
  - (f) in the event any illegal data or information has been accessed by any of the Members at the Office Space, then Awfis shall have the right to immediately delete such data stored in its network and take necessary action against the Member Company. Further, the Member Company hereby agrees that Awfis is only a facilitator with respect to internet connectivity conditions of services are as prescribed by the service provider(s). If there is any downtime or disruption in the same for reasons not attributable to Awfis, the Member Company shall not have any claim against Awfis.
- 10.5. The Member Company unconditionally agrees that Awfis shall not be responsible for any external events which may delay, obstruct, hamper or reduce the Services.

## **11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF AWFIS**

- 11.1. Awfis Space Solutions Limited has the exclusive right to operate the business under the trade name "Awfis "within the territory of India.
- 11.2. Awfis has full power and authority to carry out the actions contemplated under this Agreement and that this Agreement constitutes legal, valid, and binding obligation on Awfis enforceable against it in accordance with its terms.

## **12. OBLIGATIONS OF THE MEMBER COMPANY**

- 12.1. The Member Company shall endeavor to ensure that no alcohol is consumed by any of its Members or guests who are younger than the legal age for consuming alcohol in the applicable jurisdiction.
- 12.2. The Member Company shall not have any right to make any changes to the Office Space.
- 12.3. The Member Company will be held responsible and liable to pay for the damage caused to the Office Space or to the Premises as a whole, attributable to any act of omission and/or commission of the Member Company, its employees, visitors and representatives, exceeding any normal wear and tear.
- 12.4. The Member Company acknowledges that it shall be solely responsible for any of its assets/equipments/ valuables inside the Office Space. Awfis shall not be held responsible or liable for any misplacement, loss, damage, theft, etc. whatsoever.
- 12.5. The Member Company and its Members/employees shall not store any valuables, cash, jewelry, etc. in the Office Space.
- 12.6. The Member Company shall not do anything whereby any policy of insurance in relation to the Office Space/fittings/Fixtures/Furniture taken out by Awfis may become void or voidable or whereby the rate of premium thereon or any part thereof may be increased.
- 12.7. The Member Company further assures, represents, agrees and declares that Awfis shall have a charge / lien on the assets/equipment's of the Member Company to the extent of amounts lying due and payable by the Member Company. Awfis shall be entitled to but not obliged to recover any dues which may be outstanding at the time of expiry/revocation/termination/withdrawal of this Agreement by inter alia having a charge/ lien over the assets/equipment's which may be lying in the said Office Space at the time of expiry/revocation/termination. It is further agreed that Awfis may do any act/ deed/ thing including but not restricted to dispose off/ transfer/ sell/ scrap/ damage/ liquidate/ throw out any/ or all assets/ equipment's etc. without any further reference to the Member Company at the sole cost and consequence of the Member Company.
- 12.8. The Member Company shall observe and comply with the rules, regulations and bye-laws as are/or may be applicable by the Government agencies under all the Acts and Laws in force with regard to the said Business to be carried out by the Member Company and it is agreed that Awfis shall have no liability or responsibility whatsoever in that behalf including for any prosecution or ancillary act or penalty whatsoever.
- 12.9. If during the Term of this Agreement the Company intends to use the address of the Office Space under this Agreement for any registrations or procurement of business licenses being applied by the Company in respect of the Office Space in accordance with the applicable laws before various authorities then in such case the Client shall be required to obtain a No Objection Certificate ("NoC") from Awfis which shall be provided by Awfis provided the Term of this Agreement is more than 12 (Twelve) months and the Commitment Deposit retained by Awfis is equal to/more than 3 (Three) months of Monthly Service Charges.

On termination of the Agreement (on any ground whatsoever) or expiry of the Term and upon the Member Company exiting from the Office Space to get its office address changed/de-register the address of the Office Space and intimate such change of registered address with the Registrar of Companies in accordance with the Applicable Laws within 15 (Fifteen) days from the date of cessation of its business from the office space.

## **13. MISCELLANEOUS**

- 13.1. The Member Company agrees and understands that Awfis has taken on lease/leave and license/operating agreement the Premises (comprising the Office Space) from the landlord/owner of the Premises ("Landlord") for a certain time period, and Awfis itself does not have any control or right over the same except in the capacity of lessee/licensee of the Premises. The Landlord is still the absolute owner of the Premises. Awfis can provide the access to the Office

Space, as part of the Premises to the Member Company along with provision of certain services, however, Awfis cannot be held liable or responsible for any substantial damage, including structural damage, major repairs, renovations, restorations to the Office Space or to the Premises.

- 13.2. **Limitation of Liability.** To the fullest extent permitted by Applicable Laws, and subject to the confidentiality and indemnification obligations as agreed by Parties under this Agreement, (a) Awfis's aggregate liability under this Agreement (regardless of the form of action giving rise to such liability and whether such action is in contract, tort, or otherwise) shall be limited to 3 (three) months of the total Membership Fees paid during the Term of this Agreement, and (b) neither Party shall be liable for any indirect, consequential, exemplary, special, incidental, or punitive damages of any kind..
- 13.3. **Indemnification.** The Member Company will indemnify, keep indemnified, defend and hold harmless Awfis, its vendors, shareholders, directors, employees and affiliates from and against any and all claims, including third party claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any material breach of this Agreement (including breach of representations, warranties and covenants of the Member Company) or breach of Applicable Law in any material respect, in each case by you or your Members, or guests, invitees or pets or any of yours or their actions or omissions, that may arise pursuant to your or your receipt of Services in terms hereof.
- 13.4. The Company shall not hold Awfis responsible or liable for any loss or damage suffered by the Company on account of **any** theft, fire or other destruction caused to or in Office Space or to any property, articles or things kept by the Company in Office Space and also to any kind of injury or loss of life caused due to any reason whatsoever to its employees, staff, servants, agents, customers and / or visitors visiting Office Space, unless such loss or damage suffered is caused by any reason attributable to Awfis.
- 13.5. **Confidentiality.** The terms and conditions of this Agreement and all other information will be kept confidential by both the Parties, their respective agents, employees and representatives, to the extent possible and will not be actively disclosed in any manner whatsoever, in whole or in part, irrespective of the continuity hereof save and except as required under law or required to be disclosed to their respective legal advisors.
- 13.6. **Unpublished Price Sensitive Information ("UPSI"):** the Parties shall ensure to keep confidential, any information specifically declared to be "Confidential", between the Parties. Further, In pursuance of the applicable provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("PIT Regulations"), and basis the Company's your association with Awfis and the access that such association would provide to unpublished price sensitive information ("UPSI"), the Company shall be considered an "insider" for purposes of these regulations.
- 13.7. The Company shall keep UPSI so received confidential, except for the purposes of the PIT Regulations. The Company 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 Company 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 obligations and will not trade in securities of Awfis when in possession of such UPSI.
- 13.8. The Company shall be liable to the Awfis, on account of any unauthorized disclosure of any UPSI in breach of the requirements of this Agreement and shall keep Awfis indemnified against any such breach. This clause shall survive termination of this Agreement.

- 13.9. **Costs and expenses:** The cost of stamp duty, registration charges (if any) and other **incidental** expenses in connection with this Agreement and any amendment thereof shall be borne solely by the Member Company. Each Party shall bear its own legal and other costs with respect to this Agreement.
- 13.10. **No Assignment.** This Agreement is made only with the Member Company and the Member **Company** shall have no right to transfer, assign this Agreement to anyone else in any manner whatsoever, except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of the Member Company or your parent corporation without prior written consent from Awfis. Awfis may assign this Agreement in its entirety (including but not limited to Member Company's obligations to make payments in terms hereof) to any third party without your consent.

#### 14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1. **Governing Law.** This Agreement and the transactions contemplated hereby shall be governed by and construed under the laws of India. The courts at New Delhi shall have exclusive jurisdiction in relation to this Agreement.
- 14.2. If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement has been legitimate, the Parties shall endeavor to settle such dispute amicably.

**IN WITNESS WHEREOF, EACH OF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORISED REPRESENTATIVES AS OF THE DATE FIRST WRITTEN ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:**

***SIGNED AND DELIVERED BY Mr. Hitesh Miglani , AWFIS SPACE SOLUTIONS LTD.  
(formerly known as "Awfis Space Solutions Private Limited")***

Authorized signatory

***SIGNED AND DELIVERED BY Shakte Sachdev, Housp Tech India Pvt. Ltd.***



Authorized signatory

## ANNEXURE 1

### LIST OF SERVICES TO BE PROVIDED BY AWFIS IN OFFICE SPACE

- (i) Non-exclusive access to and use of the Office Space, except to floor [Seventh Floor] of the Office Space.
- (ii) Regular maintenance of the Office Space.
- (iii) Furnishings for the Office Space of the quality and in the quantity typically provided to other member companies with similar office space, workstations, and/or other workspace, as applicable, in the Premises.
- (iv) Access to and use of the shared Internet connection (of mbps, in accordance with the terms of services available on our website.
- (v) Use of shared printers, copiers and/or scanners available to our members and member companies, in accordance with the terms described herein.
- (vi) Use of shared conference rooms in the Premises during Regular Business Hours, in each case subject to availability and your prior reservation of such conference rooms, in accordance with the terms described herein.
- (vii) Air-conditioning with an ambient temperature of +- 23 degree in the Office Space during Regular Business Hours.
- (viii) Electricity and Water with 24-hour back-up for office use.
- (ix) Use of kitchens and beverages made available to our members and member companies.
- (x) Acceptance of mail and deliveries on behalf of your business during Regular Business Hours.
- (xi) Opportunity to participate in members-only events, benefits and promotions.

## ANNEXURE 2

### INDICATIVE RATES/ CHARGES FOR ADDITIONAL SERVICES

- I. Support Staff & House Keeping shall be charged for out of office requirement.
- II. Additional U rack charges is INR 3500 + GST per U
- III. Telephone connection / instruments can be provided for an extra charge.
- IV. Parking would be charged as per the Building Management
- V. Signages, Frosting & Branding
- VI. All hardware equipment's will be under the Clients scope (TV, Biometric ,Telephone sets CCTV, TV's , AV &VC Equipment )

VII. Additional cost for AC out of mentioned business hours (on Prior Intimation)

### ANNEXURE 3

#### LIST OF MEMBERS AVAILING SERVICES IN OFFICE SPACE

- Karan Gupta
- Email ID – karan@housp.com
- Contact No. - 8527668531

### ANNEXURE 4

#### STATEMENT OF WORK FOR IMPROVEMENTS AND LAYOUT PLANS

**LAYOUT**

NA