COWORKING MEMBERSHIP AGREEMENT

(Leave and Licence to use a workspace)

This Agreement is made at Chennai on this _____ day of _____, 20____, between:

DEXTERITY DESIGN SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, CIN _____, having its office at Office Modules 1 & 2, 17th Floor, TIDEL Park, Chennai–Tiruvallur High Road, Pattabiram, Chennai 600072, which operates the coworking centre at that address under the name **"Dexterity Coworking Spaces"**, represented by its authorised signatory _____ (the **"Licensor"**, which expression includes its successors and assigns);

AND

_____, son/daughter/wife of / company represented by _____, residing at / having its office at _____ (the **"Member"**, which expression includes the Member's legal heirs, successors and permitted assigns).

The Licensor and the Member are each a "Party" and together the "Parties".

1. GRANT OF LICENCE

1.1 The Licensor grants the Member a personal, non-exclusive and revocable licence to use the workspace described in Clause 2 at the Premises (Office Modules 1 & 2, 17th Floor, TIDEL Park, Pattabiram, Chennai 600072), together with the shared areas and services described in this Agreement.

1.2 This Agreement is a licence only. It does not create a lease or tenancy, and does not give the Member any right of possession, interest or tenancy over any part of the Premises. The Member may not transfer, sub-license or share this licence.

1.3 The Licensor may, on reasonable notice, move the Member to another seat of the same type on the floor for maintenance, safety or operational reasons, without any change to the fees.

1.4 The Licensor keeps legal possession and control of the whole Premises at all times, including every desk and cabin. The Licensor keeps master keys and access to all cabins and lockers, and its staff may enter any workspace at reasonable times for cleaning, maintenance, security or inspection.

1.5 The monthly fee is a single charge for the right to use the workspace together with the services in Clause 7. It is not rent.

2. PLAN, WORKSPACE AND FEES

2.1 The Member has chosen the following (tick as applicable):

	Flexible plan	**Committed plan**
Dedicated Desk (per seat, per month)	☐ Rs. 6,500 + GST	☐ Rs. 5,499 + GST
Private Cabin (per seat, per month)	☐ Rs. 8,500 + GST	☐ Rs. 7,499 + GST
Minimum stay	None	3 months from the Start Date
Security deposit	None	2 months' fees
Notice to leave	30 days' written notice	30 days' written notice, ending on or after the minimum stay

Details	**To be filled in**
Number of seats	
Seat / cabin number(s)	
Start Date	
Monthly fee (all seats, before GST)	Rs.
Security deposit received (Committed plan)	Rs.
Mode of payment / reference	

2.2 All fees are exclusive of GST, which will be charged at the applicable rate and shown on each invoice.

2.3 The Licensor may revise fees for future months by giving at least 30 days' written notice. Fees will not be revised during a Committed member's 3-month minimum stay.

3. PAYMENT

3.1 Fees are payable monthly, in advance, on or before the 5th day of each calendar month. The first month's fee (pro-rated if the Start Date is not the 1st) is payable on signing this Agreement.

3.2 Payment may be made by bank transfer, UPI or cheque to the Licensor's account as notified in writing. Cash is not accepted unless a receipt is issued by the Licensor.

3.3 If any amount remains unpaid 7 days after its due date, the Licensor may suspend the Member's access until it is paid, without affecting any other right under this Agreement.

4. SECURITY DEPOSIT (COMMITTED PLAN ONLY)

4.1 A Committed member pays a refundable security deposit equal to two months' fees before access begins. The deposit does not earn interest and cannot be adjusted against monthly fees during the membership.

4.2 Within 30 days after the Member has vacated, returned all access cards and keys and the move-out inspection is done, the Licensor will refund the deposit after deducting only: (a) unpaid fees or charges; (b) the cost of repairing damage beyond normal wear and tear; and (c) any amount payable under Clause 5.3. Every deduction will be itemised in writing.

5. TERM, MINIMUM STAY AND LEAVING

5.1 This Agreement starts on the Start Date and continues month to month until ended under this Clause or Clause 14.

5.2 Flexible plan: the Member may end the membership at any time by giving 30 days' written notice. Fees are payable for the notice period even if the Member leaves earlier.

5.3 Committed plan: the minimum stay is 3 months from the Start Date. The Member may give 30 days' written notice at any time, but the membership cannot end before the minimum stay is complete. If the Member leaves before then, the fees for the remainder of the minimum stay remain payable and may be deducted from the deposit.

5.4 The Licensor may end this Agreement without cause by giving the Member 30 days' written notice. In that case no minimum-stay amount is payable and the deposit is refunded under Clause 4.2.

5.5 Notice under this Clause must be given in writing, by letter to the Premises or by email to info@dexteritycowork.com (for the Licensor) or to the Member's email address below.

6. ACCESS AND HOURS

6.1 The Premises are open to members from Monday to Friday, 9:00 AM to 8:00 PM, and on any other days or hours the Licensor notifies. The Premises are closed on public holidays notified by the Licensor.

6.2 Access is by biometric and/or access card issued to the Member. Access credentials are personal and must not be shared, lent or copied. A lost card will be replaced at the cost notified by the Licensor.

7. SERVICES INCLUDED IN THE FEE

The monthly fee includes, for each seat:

(a) the chosen desk or cabin with chair;

(b) high-speed internet (Wi-Fi and wired);

(c) air-conditioning, electricity and UPS & DG power backup;

(d) use of the pantry and breakout area;

(e) daily housekeeping of shared areas;

(f) biometric access and 24/7 CCTV in common areas;

(g) on-site IT support during business hours;

(h) two-wheeler parking within the TIDEL Park campus, subject to TIDEL Park rules; and

(i) one (1) hour of meeting-room use per Member per month (unused hours do not carry forward).

8. PAY-PER-USE SERVICES (MEMBERS ONLY)

8.1 The following are available only to members, on prior booking, and are charged in addition at the rates below or as notified by the Licensor from time to time, plus GST:

Service	Rate
Meeting room (seats 8), after the free hour	Rs. 500 per hour
Conference room	Rs. 1,500 per hour
Client lounge	Rs. 999 per hour
Locker	As notified
Printing, scanning and photocopying	Per page, as notified
Car parking	As charged under TIDEL Park rules

8.2 Pay-per-use charges are billed with the next monthly invoice and are not refundable once the service has been used.

9. USE OF THE PREMISES AND HOUSE RULES

The Member shall, and shall ensure that the Member's staff and guests:

(a) use the Premises only for lawful office work and not for any illegal, hazardous or offensive activity;

(b) keep noise to a level suitable for a shared office and keep shared areas clean and clutter-free;

(c) sign guests in at reception and remain responsible for them; frequent or long guest visits need the Licensor's approval;

(d) not bring pets, inflammable or hazardous materials into the Premises;

(e) not make any alteration, fixing or installation to the Premises without written approval (light personal touches in a cabin are allowed);

(f) comply with all rules of TIDEL Park and its management, including security, fire and parking rules; and

(g) treat other members, guests and staff with courtesy.

10. INTERNET AND IT USE

10.1 The network is provided for legitimate business use. The Member shall not use it for any unlawful purpose, unauthorised access to other systems, spreading malicious software or infringing anyone's rights. Network logs may be kept for security purposes.

11. CONDITION OF THE WORKSPACE AND DAMAGE

11.1 The Member receives the workspace and furniture in good condition and shall return them in the same condition, except for normal wear and tear. The Member is liable for loss of or damage to the Licensor's property caused by the Member, the Member's staff or guests, at the actual cost of repair or replacement.

12. LIABILITY AND INSURANCE

12.1 The Member is responsible for the Member's own belongings, equipment and data. The Licensor is not liable for their loss or damage unless caused by the Licensor's own negligence.

12.2 The Licensor is not liable for any indirect or consequential loss, including loss of business or data, arising from use of the Premises or any interruption of services. Nothing in this Agreement limits liability that cannot be limited by law.

12.3 The Member shall indemnify the Licensor against any claim, loss or damage arising from the Member's breach of this Agreement or the acts of the Member's staff or guests.

13. PRIVACY, CCTV AND BIOMETRIC DATA

13.1 The Member consents to the collection of the Member's name, contact details, identity proof, biometric data for access, and CCTV footage of common areas, for the purposes of security, access control, billing and administering this Agreement. This data will be kept only as long as needed for these purposes or as required by law, will not be sold, and will be shared only with TIDEL Park security or authorities where required. The Member may ask for biometric data to be deleted after leaving.

14. TERMINATION BY THE LICENSOR

14.1 The Licensor may end this Agreement immediately by written notice if: (a) any amount remains unpaid for more than 15 days after its due date; (b) the Member seriously or repeatedly breaches this Agreement or TIDEL Park rules after written warning; or (c) the Member's conduct threatens the safety or property of others. In such a case, amounts due to the Licensor may be deducted from any deposit.

14.2 The Licensor occupies the Premises under its own arrangement with TIDEL Park. If that arrangement ends, or if TIDEL Park or any authority requires the Licensor to stop or change the coworking use, the Licensor may end this Agreement by giving as much notice as is reasonably possible. No minimum-stay amount will then be payable, fees will be charged only up to the last day of use, and the deposit will be refunded under Clause 4.2.

14.3 On termination for any reason, the Member shall vacate, remove personal belongings and return all access cards and keys by the last day of membership. Belongings left behind for more than 7 days after that may be disposed of by the Licensor without liability.

15. FORCE MAJEURE

15.1 Neither Party is liable for delay or failure caused by events beyond its reasonable control, such as natural disasters, government orders, fire or failure of building utilities. If the Premises cannot be used for more than 7 consecutive days for such a reason, fees for that period will be waived.

16. GENERAL

16.1 This Agreement is the entire agreement between the Parties about the membership and replaces any earlier discussions, brochures or website descriptions. Any change must be in writing and signed by both Parties.

16.2 This Agreement is governed by the laws of India. The courts at Chennai, Tamil Nadu shall have exclusive jurisdiction, subject to any consumer forum available under law.

16.3 If any part of this Agreement is found invalid, the rest remains in force.

16.4 Stamp duty and any registration charges on this Agreement shall be borne by the Member.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date first written above.

For the LICENSOR	**The MEMBER**
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Phone: _____
Company seal	Email: _____
	ID proof type & no.: _____

WITNESSES

1.	**2.**
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____