

### **Onward Coworkx private Limited Co-working Space Agreement**

This Onward Coworkx private Limited Co-Working Space Agreement ("Agreement") is made at New Delhi and executed on **<DATE>**("Effective Date") entered into by and between **M/S <BUSINESS NAME>** and Onward Coworkx private Limited.

**M/S <BUSINESS NAME>**, having its registered office at **<BUSINESS ADDRESS>** "Company" (which expression shall; unless repugnant to the meaning or context thereof shall be deemed to mean and includes its successors and assigns) of the First Part.

And

**Onward Coworkx private Limited**, a company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office **E-44/3, GROUND FLOOR, OKHLA INDUSTRIAL AREA PHASE-II, NEW DELHI**, South Delhi, Delhi, India, 110020 "Onward Coworkx private Limited" (which expression shall; unless repugnant to the meaning or context thereof shall be deemed to mean and includes its successors and assigns) of the Second Part

## 1. This Agreement

1. Nature of this agreement: This business Co-Working Space agreement is merely a permission for the **M/S <BUSINESS NAME> (hereinafter referred to as the Client) Represented by <DIRECTOR> (Authrised signatory) pan card no : <NUMBER> ,having his residence address at- <CLIENT'S ADDRESS>** to use CoWorking Services, at Onward Coworkx private Limited , Address: GROUND FLOOR ,E-44/3, OKHLA INDUSTRIAL AREA PHASE-II, NEW DELHI, South Delhi, Delhi, India, 110020 (hereinafter referred to as "Premises") to use the Premises and other facilities of the Co- Working Space. The whole of the Co-Working Space remains in Onward Coworkx private Limited 's possession and control. No tenancy or other, right title or interest and or possession whatsoever is created or intended to be created by this agreement in favor of the Client. Onward Coworkx private Limited is giving the client the right to share with Onward Coworkx private Limited t he use of the Co-Working Space on these terms and conditions so that Onward Coworkx private Limited can provide services to the Client. The client agrees not to assign or sub-let or part with possession of the Premises or attempt transfer of this Agreement.

**2.Duration:** This agreement lasts for the period of 12 Months (One Year) starting from **<DATE>** , until brought to an end by the Client or Onward Coworkx private Limited . The fees on any renewal will be at the then prevailing market rate, until and unless otherwise agreed by Onward Coworkx private Limited in writing. The agreement can be canceled by either party with a notice period as per Section 6.1

**3.Term Commencement date of the agreement:** The obligations as per this agreement will commence from the Term Commencement Date of **07th September 2020**, and to clarify, these obligations are independent of actual occupation/use of the premises by the Client or its representatives.

**4.Confidentiality:** The terms of this Agreement are confidential. Neither the Client nor Onward Coworkx private Limited may disclose them without the other's consent unless required to do so by law or official authority. This obligation continues after this Agreement ends.

**5.Jurisdiction:** The Courts of New Delhi shall have exclusive jurisdiction in the event of any disputes or differences arise in respect of, out of, relating to and/ or touching this Agreement. This agreement is interpreted and enforced in accordance with the law of the place where the relevant Co-Working Space is located(India).

**6.Costs:** In case there are any costs involved (normally no costs), the Client must pay all reasonable costs relating to this Agreement, including stamp duty and any Bank charges payable by Onward Coworkx private Limited in respect of the Fee

**7.Notices:** All formal notices must be in writing and:-

**7.1** Shall be deemed to have been served on the Client if delivered to the Premises or by email or posted to the last known address of the Client and in the latter case shall be deemed to have been served on the third working day after posting. It is expected of the Client that they keep their

communication address updated with Onward Coworkx private Limited at all times.

**7.2** Shall be deemed to have been served on Onward Coworkx private Limited if delivered to the Co-Working Space Manager of the Co-Working Space where the Client has taken premises or by email or posted to the address of the Co-Working Space and in latter case shall be deemed to have been served on the third working day after posting.

**8. Inspection and Maintenance:** Onward Coworkx private Limited may need to enter the Client's premises and may do so at any time. However, unless there is an emergency, Onward Coworkx private Limited will attempt to notify the Client verbally or electronically in advance when Onward Coworkx private Limited needs to access to carry out testing, repair or works other than routine inspection, cleaning, and maintenance. Onward Coworkx private Limited will also endeavor to respect reasonable security procedures to protect the confidentiality of the client's business. Any expressed or implied waiver by any Party of any default shall not constitute a waiver of the other Party's default. All original rights and powers of both the Parties under this Agreement will remain in full force, notwithstanding any forbearance, neglect, or delay in the enforcement thereof by either of the Parties.

**9. Taxes:** The Client shall be liable to bear and promptly pay all Local and other Government taxes (as may be levied at present and/or which may be levied at any future date) in respect of the Monthly Fee and/or services (including but not limited to Government Taxes and Duties). All amounts mentioned in this Agreement as payable by the client to Onward Coworkx private Limited, are exclusive of such taxes, but excluding the property tax

**10. Insurance:** It is the Client's responsibility to arrange insurance of its own property which it brings in to the Co-Working Space and for its own liability to its employees and to third parties.

**11. Employees:** If the Client or Onward Coworkx private Limited, or any business of which the ownership or control is directly associated with the Client or Onward Coworkx private Limited, employs other's staff, during the term of the agreement or within 6 months after termination of the agreement, the party thus employing, shall pay the other party the equivalent of six month's salary for any employee concerned. Nothing in this clause shall prevent either the Client or Onward Coworkx private Limited from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

**12. Identification Documents:** The Client agrees to provide all documents, pertaining to the identification of the Company (mentioned in the agreement) and of the person (executing the agreement), as deemed relevant by Onward Coworkx private Limited, for the purpose of verification of legitimate existence of the business. Client authorizes Onward Coworkx private Limited to conduct verification of legitimate existence of Client's business and/ or standard business verification to execute the agreement

**13. Sub-let through license:** The Client and its network group of companies shall use the said Premises. The Client has the right to sub-let the said Premises or any part thereof to any of its network group of companies without any prior permission from Onward Coworkx private Limited. Any such sub-letting shall be notified to Onward Coworkx private Limited specifying the purpose of the sub-let. Onward Coworkx private Limited has the right to reject such sub-let arrangement only if the intended use of the Premises is violating of any applicable laws, by-laws, rules or regulations and/or is contradicting any of the terms and conditions of the license that Onward Coworkx private Limited has procured pertaining to the Premises. Such rejection shall be notified to the Client within 15 working days from the date of the same has been notified by the Client to Onward Coworkx

private Limited .

**14.Signage:** Onward Coworkx private Limited shall provide proper and visible signage on its digital signage at the reception level, similar to other clients of Onward Coworkx private Limited and a visible Signage to the Client outside the Premises at no additional cost. Onward Coworkx private Limited shall not provide signage on the exteriors of its Premises.

## **2.Monthly Fees, Services' Fees, and Payments**

**1.Monthly Fee:** The Monthly Fee, per month, shall be payable in advance, as per the payment schedule discussed with the client, and agreed in the term sheet, to Onward Coworkx private Limited ; and in respect of any broken period, a pro-rata adjustment shall be made.

### **2. Commercial:-**

**A.This agreement lock in period is for one year, effective from <DATE>.**

B. –N/A-----enclosed dedicated seat , No extra sitting arrangement shall be done in the Cabin without prior approval of the Management.

C.Security deposit of Rs.NIL/- (NIL) and one month advance rental -----N/A---/- plus taxes shall be paid along with the signing of the agreement.

**D. Charges @ Rs. XXXXX/- Per annum Plus applicable taxes, per company/organization shall be charged for registered office uses**

E. All the persons, who shall be using the office , Identity proof need to submit .

**3.Signup fees:** Rs. 2,500 + GST [One Time Charges, Non-Refundable, Non-Adjustable] / Waived for Client

**4.Renewal:** Onward Coworkx private Limited will increase the monthly office / Membership fee each and every renewal anniversary of the Term Commencement Date under this agreement by mutually agreed upon by the Client and Onward Coworkx private Limited .

**5.TDS:** The Client shall be entitled to deduct tax at source (TDS) on the amounts paid towards Fee and services, in accordance with the provisions of the Income Tax Act 1961 as applicable from time to time. The Client shall promptly and regularly furnish the tax deduction certificates in respect thereof to Onward Coworkx private Limited . To clarify periodicity, the Client shall furnish the tax deduction certificates on a quarterly basis to Onward Coworkx private Limited . Failure on the part of the Client to furnish the Tax Deduction Certificate shall be considered to be a material breach of this Agreement on the part of the Client and shall entitle Onward Coworkx private Limited to terminate this Agreement.

**6.Invoices:** Onward Coworkx private Limited will send all, invoices electronically. Electronic PDF Invoices will be digitally signed. Hard copies of Invoices can only be made available if required duly stamped and signed. The Invoices for the membership will be raised by the 1st of the Month and payable by the 7th of the month. Notification of invoices shall constitute a demand for payment.

**7.Invoice disputes:** In case of any dispute in any charges levied under "Standard Services" or "Additional Variable Services", the Client must notify Onward Coworkx private Limited in writing of such disputed amount and the reasons for it within 7 days of the date of the invoice. The Client must

pay the amount not in dispute by the due date or be subject to late fees. Onward Coworkx private Limited and the Client will endeavor to resolve, by mutual discussion, the disputed portion of the charges for Services within one week of receiving a notice from the Client.

**8.Late Payment:** In the event of delay beyond a mutually agreed period, in making payment of the Monthly Membership Fee or Services, the Client shall be liable to pay "default-interest" on the amount due at the rate of one point five percent (1.5%) per month. Declined Credit cards and dishonor of cheques, will attract a fee equivalent to INR 2,500. The Client shall bear all bank charges. Onward Coworkx private Limited also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its premises, where applicable) while there are any outstanding fees and/or interest or the Client is in breach of this Agreement.

### 3.Security Deposit

**1.Security Deposit:** This will be held by Onward Coworkx private Limited as security for the performance of all the Client's obligations under this agreement. (Amount of Security Deposit as per term-sheet)

**2.Deposit Refund:** The security deposit, or any balance after deducting outstanding fees and other costs due to Onward Coworkx private Limited, or any of Onward Coworkx private Limited's affiliates or vendors, under this agreement, will be returned to the Client within 20 (twenty) business days, after the Client has settled their account and has fulfilled all obligations under this agreement. Not Applicable for Client, as Client has no Security Deposit with Onward Coworkx private Limited

**3.Failure to Refund:** If Onward Coworkx private Limited fails to refund the said Security Deposit as aforesaid including but not limited to any other deposits paid by Client on the Client intending to hand over a peaceful possession of the said Premises back to Onward Coworkx private Limited, then in that event Onward Coworkx private Limited shall be liable to pay penal interest at the rate of Eighteen percent (18%) per annum on the refundable Security Deposit amount from the date on which the Client informs in writing to Onward Coworkx private Limited to vacate the said Premises on expiry or upon sooner termination of this Co-Working Agreement till actual payment thereof by Onward Coworkx private Limited.

**4.Increase in Deposit:** Onward Coworkx private Limited may require the Client to pay an increased deposit if outstanding fees exceed by 50% of the deposit held and/or the Client frequently fail to pay Onward Coworkx private Limited's fees when due.

**5.Interest on Deposit:** The Security Deposit is non-interest bearing

### 4.Use

**1.The Client's name and address:** The Client may only carry on that business in its name or some other name that Onward Coworkx private Limited previously agrees. Should the Client choose to use the services, provided by Onward Coworkx private Limited, for an additional company, an additional charge per month and per company name may apply. If there is any change in the name of the Client then the client shall immediately notify the same to Onward Coworkx private Limited for continued services.

**2.Use of Co-Working Space Address:** The Client is allowed to use the CoWorking Space Address as a Communication Address. In case the client desires to use the CoWorking Space as its Registered

Office Address, a Separate Agreement, No Objection Certificate and other Document Formalities are required, and may invite an additional charge. **TENSECURE SYSTEMS PRIVATE LIMITED.** entered into this agreement only for "use the CoWorking Space as it's Registered Office Address". **Service Charges shall be XXXXX /- per annum plus applicable GST.** **TENSECURE SYSTEMS PRIVATE LIMITED** make the One Time Advance Payment Vlia Cheque /Online Mode.

This would supercede the other all clauses related to fee and payments.

**3.Installations in the Premises:** The Client must not install any cabling, IT or telecom connections without Onward Coworkx private Limited 's prior written consent. As a condition to such consent, the Client must permit Onward Coworkx private Limited to oversee any installations and to verify that such installations do not interfere with the use of premises by other Clients or Onward Coworkx private Limited or any landlord of the building.

**4.Alternations to the Premises:** The Client shall not make any alterations or additions in the Premises without the prior written consent of Onward Coworkx private Limited .

**5.Non-Compete Business:** The Client must not carry on a business that directly or indirectly competes with Onward Coworkx private Limited or any company affiliated with Onward Coworkx private Limited .

**6.Access:** The Client will have access to the premises depending on the service plan they have chosen. The Services and the facility of air-conditioning and other similar facilities will be available 24 x 7 on the 24 x 7 Plan. Statutory Public Holidays will have to be observed.

**7.Onward Coworkx private Limited** shall ensure proper verification for all people entering the building and the Premises. People wanting to enter the premises shall be verified by Onward Coworkx private Limited with the manager and otherwise access only to such people who have a proper pass as mentioned in Onward Coworkx private Limited AUP(Acceptable Use Policy).

**8.The Client** is required to disclose the number and names of persons who will work in the premises, as well as list the plans for each one of them before the start of the month.

**9.The Client** agrees not to smoke in the office nor consume alcoholic beverages in the premises and/or elsewhere in the Co-Working Space or any part thereof.

**10.The Client** shall utilize, and shall ensure that its employees utilize, the equipment and facilities provided in the premises and in the Co-Working Space with due care and caution; the Client will be liable for all damage or destruction caused by it or its employees to the equipment and facilities provided in the Co-Working Space and in the premises, in particular.

**11.Compliance:** The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Co-Working Space. The Client must not do anything that may interfere with the use of the Co-Working Space by Onward Coworkx private Limited or by others, cause of nuisance or annoyance, increase of the insurance premiums that Onward Coworkx private Limited has to pay, or cause loss or damage to Onward Coworkx private Limited (including damage to reputation) or to the owner of any interest in the building which contains the Co-Working Space the Client is using.

**12.**The Client agrees to repair in a proper way any damage caused by it or by those in the Co- Working space with the Clients Permission or at the Client's invitation whether express or implied, and if the Client fails to do so Onward Coworkx private Limited may do so at the Client's expense.

## **5.Obligations of Onward Coworkx private Limited**

**1.**Onward Coworkx private Limited shall not contravene provisions of any Applicable Laws and shall not terminate or commit any breach of the agreements entered with M/S **TENSECURE SYSTEMS PRIVATE LIMITED** (FIRST PART) or any third parties. Onward Coworkx private Limited shall be duty bound to notify the Client immediately through a written notice for such breach of agreement either notified by Lessor or after such breach being committed by Onward Coworkx private Limited , whichever is earlier.

**2.**Onward Coworkx private Limited shall also immediately notify the Client if it decides to terminate the agreements entered into with Lessor. In this case Onward Coworkx private Limited shall within twenty (20) business days refund the security deposit as per clause 3 (2).

Major structural repairs such as masonry work, destruction of electric cables, bursting or corrosion of water pipes, or sewerage system shall be done by Onward Coworkx private Limited at its own cost as and when notified by the Client.

**3.**Onward Coworkx private Limited has the rights and authority to give the Premises as Co-working upon the terms and conditions herein set forth under this Agreement, and the person executing this Agreement is duly authorised to execute and deliver this as co-working space on behalf of the Onward Coworkx private Limited .

**4.**Onward Coworkx private Limited has obtained and ensured validity / availability of all required statutory and other approvals or permissions (if and as applicable) NOC from local bodies / authorities (such as water and sewage NOC's), fire and lift NOC's , environmental clearances, pollution control board consents, licenses under the Insecticides Act, Explosives Act, etc, if and as applicable and required for operation of the Premises.

**5.**Onward Coworkx private Limited shall do everything in it's control to provide uninterrupted supply of electricity and water (24 x 7) for use to the Client. Onward Coworkx private Limited shall ensure that such utilities are accessible and in proper condition through the term of this Agreement. Onward Coworkx private Limited shall ensure to pay all such bills for electricity and water to the respective authorities for un-interrupted supply.

## **6.Termination of the Agreement**

**1.Notice:** In this case the Terms of the Contract will be 12 Months from start date and renewal thereafter. The min Lock in is 12 Months from start date. The notice period for Exit is 30 days from either side.

**2.Ending this agreement immediately:** Onward Coworkx private Limited may put an end to this agreement immediately, to withhold Services and reenter the Premises by giving the Client notice and without need to follow any additional procedure, if:

1.The Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or

2.The Client is in its breach of one of its obligations, including but not limited to payment of monthly Fees and Services Due, which cannot be put right or Onward Coworkx private Limited have given the client notice to put right and which the Client has failed to put right within fourteen days (14) of that notice, or

3.Its conduct or that of someone at the Co-Working Space with its permission or invitation, is incompatible with ordinary office use If Onward Coworkx private Limited puts an end to the agreement for any of these reasons it does not put an end to any outstanding obligations.

## **7.Handing over of the Premises**

1.The Client shall cease to use and occupy the Premises on the expiry or sooner termination of this Agreement; remove all its equipment, belongings, articles and things and its employees / personnel and to vacate and hand back the Premises and at the same time hand over all keys and access cards.

2.The Client shall remove from the Premises their fixtures and equipment provided that any damage or defacement is occasioned to any part of the Premises in the course of such removal, the same shall be remedied by the Client immediately and at their own expense. If the Client fails to do so, Onward Coworkx private Limited may do so at the Client's expense. If the Client leaves any property in the Co- Working Space, Onward Coworkx private Limited may after a notice to the Client dispose of at the Client's cost in any way Onward Coworkx private Limited chooses without owing the Client any responsibility for it or any proceeds of sale, if the Client is unable to take back the property within 7 days of such notice

3.The Client must leave the premises in the same condition as it was when the Client took it except normal wear & tear.Onward Coworkx private Limited reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

4.If the Client defaults in vacating the premises when this agreement has ended the Client is responsible for any loss, claim or liability Onward Coworkx private Limited incurs because of the Client's failure to vacate on time. Onward Coworkx private Limited will also be at liberty to remove the articles and belongings of the Client from the premises at the risk and cost of the Client. Onward Coworkx private Limited may, at its discretion, permit the Client an extension, subject to a surcharge on the monthly office fee.

5.Force Majeure: In the event the Co-Working Space or the premises are destroyed or damaged, at any time, by any event falling within the term "force majeure", this Agreement shall come to an end on Onward Coworkx private Limited giving to the Client notice in writing to that effect from the date of Force Majeure. Onward Coworkx private Limited shall within two weeks of giving notice that this Agreement has come to an end for the reasons aforesaid refund to the Client the Security Deposit and the monthly fees paid by the Client after adjusting therefrom all dues under any head for the past period up to the date of occurrence of the event of force majeure and payable by the Client under this Agreement.

## **8.Liability and Disclaimer**

1.Onward Coworkx private Limited will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or



any consequential loss unless Onward Coworkx private Limited otherwise agrees in writing.

**2.**Subject to gross negligence and deliberate misconduct, Onward Coworkx private Limited , its employees and agents shall not be held responsible for any theft, loss or damage from the Premises or for any damage done to the furniture or other effects of any Client in the Premises by the caretaker or cleaners or any employees, agents or invitees of Onward Coworkx private Limited .

**3.**Onward Coworkx private Limited shall not be responsible for any loss, damage, corruption of data or any loss of information whether from hardware, software or internet damage that may occur to the Client during the term of this agreement. Onward Coworkx private Limited shall not be responsible for any loss, damage or loss of information resulting from communications or data failure including voice, communication and the internet.

**4.**Subject to gross negligence and deliberate misconduct, Onward Coworkx private Limited is not liable for any loss because of Onward Coworkx private Limited 's failure to provide a service because of mechanical breakdown or strike.

**5.**In no event, shall Onward Coworkx private Limited be liable for any loss or damage until the Client provides written notice and gives Onward Coworkx private Limited a reasonable time to put it right.

**6.**You agree to indemnify, defend and hold harmless Onward Coworkx private Limited , it's employees, directors, partners, representatives and affiliates, for any violation by you or your customers of the AUP or this Agreement that results in loss to Onward Coworkx private Limited .For example, if Onward Coworkx private Limited is sued because of your or your customer's activity related to the services, you will pay any damages awarded against Onward Coworkx private Limited , its employees, directors, partners, representatives and affiliates, plus all costs and attorney's fee.

**7.**Onward Coworkx private Limited shall indemnify the Client for any direct or actual losses, or damages caused to or borne or suffered by the Client due to any breach committed by Onward Coworkx private Limited of any Applicable Law or the agreements entered with Lessor or this Agreement.

## **9.Dispute Resolution**

**1.**In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("Dispute"), shall initially be resolved by amicable negotiations among the senior executives of the Parties. If the Dispute is not resolved amicably within thirty (30) days after receipt by one Party of the other Party's written request do so, the Dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall consist of a sole arbitrator to be appointed with the mutual consent of the Parties. The seat, or legal place, of arbitration shall be Delhi. The language to be used in the arbitral proceedings shall be English. The courts of New Delhi, India shall have exclusive jurisdiction arising out of arbitration or matters requiring intervention of courts. The Agreement shall be governed by and construed in accordance with the laws of India, as applicable from time to time.

**2.Notices:** Any notice provided for in this Agreement, shall be in writing and either (i) sent by registered post or (ii) courier to the address mentioned herein below, (iii) by email at the email id mentioned herein below or as the recipient may otherwise advice. Any notice given in accordance with points above shall be deemed to have been received instantly.

**Notices can be sent to:**

In the case of **Onward Coworkx private Limited**

By Post: E-44/3, GROUND FLOOR, OKHLA INDUSTRIAL AREA PHASE-II, NEW DELHI, South Delhi, Delhi, India, 110020 By Email: [REDACTED]

**In the case of Client**

**By Post:** {registeredOffice} <CLIENT ADDRESS>

**By Email:** CLIENT'S EMAIL ID

**10.Waiver**

Any expressed or implied waiver by any Party of any default shall not constitute a waiver of the other Party's default. All original rights and powers of both the Parties under this Agreement will remain in full force, notwithstanding any forbearance, neglect, or delay in the enforcement thereof by either of the Parties.

**11.Entirety**

The parties hereto acknowledge, declare and confirm that this Agreement represents the entire Agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the parties.

For Onward Coworkx private Limited	For Client M/S <BUSINESS NAME>
<b>Name:</b>	<b>Name:DIRECTOR NAME PAN :XXXXXXXXXX</b>
<b>Date:</b>	<b>Date: 07<sup>th</sup> September-2020</b>

Summary Sheet:	:
Name of Client Company	:
Client – Corporate Office Address	:
Company PAN CARD:	:
GSTIN        NUMBER	:
AUTHORISED PERSON VALID ID PROOF	:
Client Represented By Mr Anil Kumar Sharma	:
Client Email Address	:
Brief Plan Chosen	:
Date of Agreement	:
Date of Start	:
Duration of Agreement 12 months	:
Affective Monthly Cost	: