

## LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on date **DD-MM-YYYY** between

4U Coworks, a proprietorship firm, having its registered office at Block-G, P. No.12, Pushkar Enclave, Paschim Vihar, New Delhi 110063, through its Proprietor, Himanshu Goyal, herein after referred to as "Licensor", 4U Coworks.

And

"ABC " with PAN Number "" through its **Authorized Signatory** "XYZ" with PAN Number "" herein after referred to as "CLIENT". (KYC is attached)

### WHEREAS

- A. The Licensor is the absolute, legal and beneficial Lessee of the property bearing address: Block-G, P. No. 12, Pushkar Enclave, Paschim Vihar, New Delhi 110063.
- B. The LESSEE desire to take a property on lease so as to use the said property as its registered office for a period of eleven (11) months.
- C. Pursuant thereto, the Licensor has agreed to permit the LESSEE to use and occupy the Licensed Premises on a leave and license basis, and the LESSEE has agreed to take the Licensed Premises on license subject to the terms, covenants, conditions and agreements hereinafter contained.

EFFECTIVE DATE:

TERM:

### USE OF AND ACCESS TO THE LICENSED PREMISES

The Client is interested in using the office address (hereinafter referred to as the "Services") from the Licensor at its premise located at Block-G, P. No. 12, Pushkar Enclave, Paschim Vihar, New Delhi 110063 (hereinafter referred to as the "Premise").

The whole of the Premise remains the property of the Licensor and remains in the Licensor's possession and control. This Agreement is personal to the Client and cannot be transferred to anyone else. Licensor may transfer the benefit of this Agreement and its obligations under it at any time.

### ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.

The Services are offered to Client conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement. Client's use of the Service constitutes its agreement and consent to the terms and conditions stated in this Agreement.

Each person that uses the Premise, or enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or on third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new resources and services. In the case of any violation of these terms, Licensor reserves the right to cancel Services to Client immediately and seek all remedies available by law and in equity for such violations.

### **USAGE OF ADDRESS**

The Client may use the address for its business correspondence or registration purpose.

The Client is permitted to use the Office Address as their address for Registration, provided client bears the responsibility for compliance with all the necessary provisions of the Companies Act / GST Laws etc. and hereby agrees to maintain the books of accounts at the space. Non-compliance with respect to non-maintenance of books of accounts shall be on the Client and Licensor is not liable towards it under any condition.

The Client is allowed to use this address as their primary registered office of the business with ROC or local Government bodies.

The Client shall indemnify and keep and hold Licensor fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this agreement or arising from any breach of rules and regulations of any applicable law.

In case the Client is unable to fulfill the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom.

### **LICENSE FEES**

The Client has to pay an annual License Fee as per Invoice. License fees is payable in advance. Any dues in the License fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, (if acceptable to the Licensor) the client has to pay an additional INR 500 penalty per day, in addition to renewal license fees.

### **SERVICE RETAINER / DEPOSIT AMOUNT**

If interested, the client will be required to pay a service retainer / deposit fees of INR 1000+Taxes applicable, at any time during the agreement, in case it wishes to use the "Courier Forwarding" facility. This amount will be kept separately from Subscription fees. Client has to replenish the deposit when it reaches the minimum level. When client terminates the service, balance of deposit amount will be refunded to the client.

### **MAIL HANDLING**

Client can receive registered and certified mails at the premise. Licensor will receive up to 10 letters or packages per month free of charge for Client. For additional letters or packages, Service Provider will charge a handling fees of Rs.10 per letter 3 or package. Licensor will not accept packages more than 5 Kg of weight or 1 cubic feet size. Client can pick up the mails from the location free of cost. Licensor shall not liable for any mails not collected within 10 days from the date of receipt-date of the package at the Premise. **TERMINATION OF SERVICE**

Client may decide to terminate the service any time. Service will be automatically terminated on the expiry date unless the subscription is renewed. Upon termination of the agreement, the Client must cease the use of address of the premise for any government registrations, and any Phone Numbers issued by the service provider to the client immediately, from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc.

Notwithstanding any other provision under this Agreement, if the Client has used the address of the premise for registration with the registrar of companies, GST Authority, Banks, or other

governmental authorities etc., it has to change the address submitted with such authorities within 15 (Fifteen) days after the date of termination or expiry of this Agreement, unless otherwise agreed with the Licensor. Failing so, the Client is liable to pay Rs. 500 per day till the time address is changed from all the concerned authorities and banks. The Licensor reserves the right to take legal action against the Client if they found breach of this clause. Licensor reserves the right to terminate the service and this agreement without notice for any Client whose activity might adversely affect Licensor's reputation or Licensor's day to day operations.

Licensor can terminate this agreement anytime in case Client violates any clause or provision of this agreement, or Client's activities are reported to be fraudulent or Criminal in nature.

#### **REFUND POLICY**

Any License fee paid are fully or partially non-refundable.

#### **NATURE OF BUSINESS**

Client has to explain its nature of business in writing on this agreement in Annexure 1 hereto. The Client agrees with Licensor not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of the premise, whether directly or indirectly for any such purpose or purposes. If the Client changes the nature of business, it must notify the Licensor in writing beforehand.

#### **LIABILITY**

Licensor will not be liable for any loss sustained as a result of Licensor's failure to provide the services as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Licensor interest in the building containing the office. The Licensor does not accept any liability for actions, services of/by third parties in anyway whatsoever, including delays & non receipt of messages or communication due to delays or failures in the email, SMS or fax systems, phone, courier or postal service. Further, Licensor shall not be responsible or liable to Client for any loss or damage resulting to Client by reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, pandemic, or any other cause which is beyond the reasonable control of the Licensor.

#### **CONFIDENTIALITY**

Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn the confidential information ("Confidential Information") about 4 Licensor. Client agrees that during the Term of this Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of Licensor, unless required to do so under applicable law.

Similarly, Licensor recognizes that it may, in the course of providing the Services, come into possession of or learn confidential and proprietary business information of ("Confidential Information") Client. Licensor agrees that during the Term of this Agreement and thereafter Licensor shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client.

If Licensor transfers its business or any business segment that provides services to Client, then the Licensor is authorized to transfer all user information to the Licensor 's successor.

**OWNERSHIP**

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the services are wholly owned by the Licensor except where expressly stated otherwise. This agreement only provides a license to the Client to use the address of the Premise for registration and correspondence only and will not provide any leasehold rights to the Client.

**JURISDICTION**

Any dispute arising out of this agreement shall be subject to the jurisdiction of Delhi.

**Client's Address will be:**

Block-G, P. No. 12, Pushkar Enclave, Paschim Vihar, New Delhi 110063.

**THIS IS A FORMAL AGREEMENT ON LICENSOR's TERMS AND CONDITIONS.**

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

**For Client:**

Signature :

Name : XYZ

Designation/Title : Director

**For Licensor:**

Signature :

Name : | ,al

Designation/Title : Proprietor

**ANNEXURE – 1**

Nature of Business: Construction of building infrastructure for residential, government official buildings, commercial structures and civil works for other infrastructure projects