

LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is executed on this

BY AND BETWEEN

Mr. (Owner) of,

hereinafter referred to as “LICENSOR”AND

....., Represented through

its Director,, With PAN

Number:, With Aadhar Number:, With

Mobile Number: +91-____, Hereinafter referred to as “LICENSEE”. (KYC is attached)

WHEREAS

- A. The LICENSOR has full and unfettered rights to lease/let out the said Premises (or a portion thereof) on such terms and conditions as it may think fit, at its sole discretion, for the property bearing address: 8-2-644/1/205 F.No. 205, Hiline Complex Road No. 12, Banjara Hills Hyderabad- 500034 Telangana.
- B. The LICENSEE desires to use the address of the property on lease so as to use the said property as its principal place of business/ Additional place of business for a period of Eleven (11) months & 29 Days.
- C. Pursuant thereto, the LICENSOR has agreed to permit the LICENSEE to use the Licensed Premises on a Leave and License basis, and the LICENSEE has agreed to use the address of the License Premises on License subject to the terms, covenants, conditions and agreements hereinafter contained.

NOW THEREFORE THIS AGREEMENT RECORDS AND WITNESSES THE TERMS AND CONDITIONS WHICH ARE HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. CONFIRMING RECITALS

The Parties hereby confirm that all that they have stated/represented in the above recitals is true and correct and record that they have entered into this Agreement believing and accepting in good-faith the truth and correctness of their respective statements and representations therein.

2. INTENT OF LEASE

- 1.1. In consideration of the lease amount herein reserved and the terms, conditions and covenants to be observed by the parties hereto, the LICENSOR do hereby grant permission to the LICENSEE for the use and occupation of the Demised Premises for a **period of 11 months & 29 Days, commencing from**, during

this period LICENSEE shall not issue a notice to quit/vacate on the opposite party unless otherwise required.

3. USE OF AND ACCESS TO THE LICENSED PREMISES

- 1.2. The LICENSEE is interested in using the address of the office space (hereinafter referred to as the “Services”) from the LICENSOR at its premise located at 8-2-644/1/205 F.No. 205, Hiline Complex, Road No. 12, Banjara Hills Hyderabad-500034 Telangana, Telangana.(hereinafter referred to as the “Premise”).
- 1.3. The whole of the Premise remains the property of the LICENSOR and remains in the LICENSOR’s possession and control.
- 1.4. This Agreement is personal to the LICENSEE and cannot be transferred to anyone else. LICENSOR may transfer the benefit of this Agreement and its obligations under it at any time.

4. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE

- 1.5. The Services are offered to LICENSEE conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement.
- 1.6. LICENSEE’s use of the Service constitutes its agreement and consent to the terms and conditions stated in this Agreement.
- 1.7. 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.
- 1.8. In the case of any violation of these terms, LICENSOR reserves the right to cancel Services to LICENSEE immediately and seek all remedies available by law and in equity for such violations.

5. TERMS OF USAGE

- 1.9. The LICENSEE may use the address of the Premise for its business correspondence.
- 1.10. The LICENSEE is permitted to use the Office Address as their "Principal Place of Business" provided the LICENSEE bears the responsibility for compliance with all the necessary provisions of the laws such as GST etc.
- 1.11. The LICENSEE is **NOT permitted** to use the office address as their "Registered office address"
- 1.12. The LICENSEE is **NOT permitted** to use the office address to purchase/rent/lease any vehicles including Fuel and non-fuel vehicles. (Electric)
- 1.13. The LICENSEE is **NOT permitted** to use the office address to obtain any other government licenses except of GST
- 1.14. The LICENSEE is **NOT permitted to** use the office address to obtain any Import export licences, Labour/shop and establishments acts license on the office address.
- 1.15. The LICENSEE can also use the Office Address for obtaining GST, and Bank account only after taking written permission from the LICENSOR through an NOC (which is hereby attached)
- 1.16. The LICENSEE bears the responsibility for compliance with all the necessary provisions of such relevant laws such as GST etc. for which permission is sought-
- 1.17. The LICENSEE is not permitted to avail any credit facility, whether relating to any loans or any other forms of credit line, on this address.

6. LICENSE FEES

- 1.18. License fees are payable in advance as on the date of commencement of this agreement.
- 1.19. Any dues/delays in the license fees will cause the termination of the Services/Agreement on the expiration date set forth at the time of signup or payment.
- 1.20. For late payments of renewals, the LICENSEE has to pay an additional INR 500 penalty per day, in addition to renewal license fees, for delay in payment

7. SERVICE RETAINER / DEPOSIT AMOUNT

- 1.21. If interested, the LICENSEE will be required to pay a service retainer / deposit fees of INR 1000, at any time during the agreement, in case it wishes to use the “Courier Forwarding” facility.
- 1.22. This amount will be kept separately from the License fees. This is an optional service for the LICENSEE. LICENSEE has to replenish the deposit when it reaches the minimum level. When the LICENSEE terminates the service, the entire balance of the deposit amount will be refunded to the LICENSEE.

8. ADDITIONAL SERVICES

- 1.23. LICENSEE can receive and certified mail at the premises.
- 1.24. LICENSOR will receive up to 10 letters or packages per month free of charge for LICENSEE.
- 1.25. In case of additional letters or packages, LICENSOR will charge a handling fee of Rs.10 per letter / package.
- 1.26. LICENSOR will not accept packages more than 5 Kg of weight or 1 cubic feet size.
- 1.27. LICENSEE can pick up the mails from the location free of cost.
- 1.28. LICENSOR shall not liable for any mail not collected within 30 days from the date of receipt-date of the package at the Premise.

9. TERMINATION OF SERVICE

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

- 1.30. Notwithstanding any other provision under this Agreement, if the LICENSEE 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 before the date of termination or expiry of this Agreement, unless otherwise agreed with the LICENSOR. The LICENSOR reserves the right to take legal action against the LICENSEE if they are found in breach of this clause.
- 1.31. LICENSOR reserves the right to terminate the service and this agreement without notice for any LICENSEE whose activity might adversely affect LICENSOR reputation or LICENSOR's normal operation.
- 1.32. LICENSOR will terminate the service anytime in case LICENSEE violates any clause or provision of this agreement, or LICENSEE activities are reported to be fraudulent.
- 1.33. LICENSEE shall be liable to pay a fine of if it continues to use the address of the /address of the office space anywhere including GST, ROC, but not limited to company website, email, social mediaplatforms etc of the space or the property post termination of this agreement, only in case of non renewal.

10. REFUND POLICY

- 1.34. Any License fee paid fully or partially non-refundable, unless the LICENSOR purposely terminates the agreement.

11. NATURE OF BUSINESS

- 1.35. LICENSEE has to explain its nature of business in writing on this agreement in hereto.
- 1.36. The LICENSEE 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 Service the premise, whether directly or indirectly for any such purpose or purposes.

- 1.37. If the LICENSEE changes the nature of business, it must notify the LICENSOR in writing beforehand.

12. LIABILITY

- 1.38. 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 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.
- 1.39. Further, LICENSOR shall not be responsible or liable to LICENSEE for any loss or damage resulting to LICENSEE by reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond the reasonable control of the LICENSOR.

13. FORCE MAJEURE

- 1.40. Neither party shall be liable to the other for its failure to perform or fulfill any of its obligations to the extent that its performance is delayed or prevented, in whole or in part, due to: acts of God, floods, cyclones, earthquakes, fires, wars, riots, strikes (unless caused by the acts or omissions of the LICENSOR, or the LICENSORS failure to act in good faith to resolve the same) sabotage, orders of governmental or other statutory authorities, national emergency, or any other similar causes beyond the reasonable control of the party affected. To clarify, any government imposed lockdown or similar restrictions shall not constitute a Force Majeure for the purpose of the present agreement and the LICENSEE is obligated to pay full fee for such period irrespective of the usage of the premises.

14. INDEMNITY

- 1.41. The LICENSEE 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.
- 1.42. Notwithstanding anything to the contrary elsewhere contained in this Agreement, both Parties, in any event, regardless of the form of claim, shall not be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.
- 1.43. In case the LICENSEE is unable to fulfill the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom.

15. CONFIDENTIALITY

- 1.44. LICENSEE 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 LICENSOR. LICENSEE agrees that during the Term of this Agreement and thereafter: (a) LICENSEE shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to LICENSEE's own similar information, but in no event less than a reasonable standard of care; (b) LICENSEE will use Confidential Information solely for the purposes of this Agreement; and (c) LICENSEE 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.
- 1.45. Similarly, LICENSOR recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information ("Confidential Information") about LICENSEE. 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 LICENSEE.

- 1.46. If LICENSOR transfers its business or any business segment that provides services to LICENSEE, LICENSOR is authorized to transfer all user information to LICENSOR successor.

16. OWNERSHIP

- 1.47. 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.
- 1.48. This agreement only provides a license to the LICENSEE to use the Premises and will not provide any leasehold rights to the LICENSEE. LICENSEE agrees that the LICENSEE is not the owner of any phone number assigned to them by LICENSOR. Upon termination of the agreement for any reason, such number may be reassigned to another LICENSEE.

17. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 17.1. This Agreement is governed by the Laws of India in the courts of Hyderabad and shall have jurisdiction in respect of any matters or dispute arising out of or connected with this Agreement.
- 17.2. In the event of any dispute or difference between any of the parties in respect of or concerning or connected with this Agreement or any provision hereof, including but not limited to the validity, interpretation or implementation of this Agreement, or relating to the termination hereof and any dispute relating to any non-contractual obligations arising out of or in connection with the Agreement, any party who claims that a dispute has arisen under or in relation to this Agreement must give written notice to the other party setting out the nature of the dispute.
- 17.3. On the other party receiving that notice, the parties:
- i. Must co-operate and use their best endeavours to quickly resolve the dispute; and

- ii. Must, if they do not resolve the dispute within 21 (twenty one) days, refer the dispute to arbitration ("**Arbitration**").
- 17.4. Arbitration shall be conducted in accordance with as per the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereof. There shall be 1 (one) arbitrator, to be mutually appointed by parties. Any award passed by the arbitrator shall be final and binding. The venue of arbitration shall be Hyderabad.
- 17.5. The parties agree that the mediation and Arbitration and matters discussed will be in confidence and without prejudice.
- 17.6. The covenants contained in this clause remain in full force and effect after the expiry or termination of this Agreement and are not extinguished or merge.

Brief about LICENSEE'S Company Operations (upto 200 words)

Sale of products through E-Commerece Portals.

LICENSEE's Address will be:

.....

**No. 7709, 8-2-644/1/205 F.No. 205, Road No. 12, Hiline Complex, Banjara Hills Hyderabad- 500034
Telangana.**

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

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For LICENSEE

Signature

Name :

Designation/Title : **DIRETCOR**

For LICENSOR

Signature

Name :

Designation/Title : **OWNER**

WITNESS 1

Signature:

Name:

Aadhar Number:

Aadhar Linked Contact Number:

WITNESS 2

Signature:

Name:

Aadhar Number:

Aadhar Linked Contact Number