LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on **xxxx** between

PRIVATE LIMITED, Address at

Uttar Pradesh-201301 through its Director, , hereinafter referred to as "Lessor/ Service Provider",

AND

xxxxxxxxx <through its Director/Proprietor/Partner> **xxxx**, Address: xxxx with (Aadhar Number:**xxxx** & PAN Number: **xxxx** with mobile number **xxxxxx**, hereinafter referred to as "Client/ Licensee".

SAMPLE

WHEREAS

A. The Lessor 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: **Noida, UP-201301,** The LESSEE/ Lessee/Client 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.

B. Pursuant thereto, the Lessor has agreed to permit the LESSEE to use 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: xxxxxxx
TERM: 11 Months
LICENSE FEES: Rs.xxxxxxx

USE OF AND ACCESS TO THE LICENSED PREMISES

The Lessee/Client is interested in using the virtual office space (hereinafter referred to as the "Services") from the Lessor at its premise located at (hereinafter referred to as the "Premise"). The whole of the Premise remains the property of the Service Provider and remains in the Lessor's possession and control. The allowed usage for Lessor is mentioned in the clause 'Terms of Usage'. This Agreement is personal to the Lessee/Client and cannot be transferred to anyone else. The Lessor 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 Lessee/Client conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement. Lessee/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, Service Provider reserves the right to cancel Services to Lessee/Client immediately and seek all remedies available by law and in equity for such violations.

TERMS OF USAGE

The Lessee/Client may use the address for its business correspondence.

The Lessee/Client is only **permitted to use the Office Address as their principal address for GST Registration**, **provided Lessee/Client bears the responsibility for compliance with all the necessary provisions of the Companies Act / GST Laws etc.**

The Client is not permitted to avail any credit facility, whether relating to any loans or any other forms of credit line, on this address.

The Lessee/Client is not permitted to use this address for issuing any bills/invoices for manufacturing, imports and exports. As the premises is a co-working place.

LICENSE FEES

Lessee/ Client has agreed to take the same on license fee of **Rs.xxxxxx/ per year**, License fees are payable in advance. 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. For late payments of renewals, the Client/ Licensee has to pay an additional INR 500 penalty per day, in addition to renewal license fees, for delay in payment. **Service Agreement will be renew next year with 10% escalation of license fee.**

SERVICE RETAINER / DEPOSIT AMOUNT

If interested, the Lessee/Client will be required to pay a service retainer / deposit fees of INR 1000+GST, 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. This is an optional service for the Lessee/Client. Lessee/Client has to replenish the deposit when it reaches the minimum level. When the Lessee/Client terminates the service, the entire balance of the deposit amount will be refunded to the Lessee/Client.

ADDITIONAL SERVICES

The Lessee/Client can receive registered and certified mail at the premises.

Service Provider will receive up to 10 letters or packages per month free of charge for the Lessee/Client. For additional letters or packages, Service Provider will charge a handling fee of Rs.10 per letter / package. Service Provider will not accept packages more than 5 Kg of weight or 1 cubic feet size. The Lessee/Client can pick up the mails from the location free of cost. Service Provider shall not liable for any mail not collected within 30 days from the date of receipt-date of the package at the Premise.

SAMPLE

TERMINATION OF SERVICE

The Lessee/Client may decide to terminate the service at any time. Service will be automatically terminated on the expiry date unless the subscription is renewed. Upon termination of the agreement, the Lessee/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 Lessee/Client immediately, from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc.

The **"Leave and License Agreement"** shall not be considered valid unless it is physically countersigned by both parties.

Notwithstanding any other provision under this Agreement, if the Lessee/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 Service Provider The Lessor reserves the right to take legal action against the Lessor if they are found in breach of this clause.

Service Provider reserves the right to terminate the service and this agreement without notice for any Lessee/Client whose activity might adversely affect Service Provider reputation or Service Provider's normal operation.

Service Provider will terminate the service anytime (without issuing any termination notice) incase Lessee/Client violates any clause or provision of this agreement, or Lessee/Client's activities are reported to be fraudulent.

SAMPLE

REFUND POLICY

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

NATURE OF BUSINESS

Lessee/Client has to explain its nature of business in writing on this agreement in Annexure 1 hereto. The Lessee/Client agrees with the Service Provider not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of the premises, whether directly or indirectly for any such purpose or purposes. If the Lessee/Client carries any business contrary to this understanding, the service provider is at liberty to terminate the agreement and shall not be responsible for any legal issues which may arise because of such illegal business.

If the Lessee/Client changes the nature of business, it must notify the Service Provider in writing beforehand.

LIABILITY

Service Provider will not be liable for any loss sustained as a result of Service Provider's failure to provide the services as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Service Provider interest in the building containing the office. The Service Provider does not accept liability for actions, services of/by third parties in any way 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, Service Provider shall not be responsible or liable to Lessee/Client for any loss or damage resulting to Lessee/Client 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 Service Provider.

The Lessee/Client shall indemnify and keep and hold Service provider 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 Lessee/Client is unable to fulfill the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom. Apart from that if the Lessee/Client violates any terms of this agreement, this agreement shall be terminated forthwith.

CONFIDENTIALITY
Lessee/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 Service Provider. Lessee/Client agrees that during the Term of this Agreement and thereafter: (a) Lessee/Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Lessee/Client's own similar information, but in no event less than a reasonable standard of care; (b) Lessee/Client will use Confidential Information solely for the purposes of this Agreement; and (c) Lessee/Client will not disclose Confidential Information to any third party without the express prior written consent of Service Provider, unless required to do so under applicable law.

Similarly, the Service Provider 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 the Lessee/Client. Service Provider agrees that during the Term of this Agreement and thereafter Service Provider shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Lessee/Client.

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

SAMPLE

OWNERSHIP

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the services are wholly owned by the Service Provider and/or its Lessors and service providers except where expressly stated otherwise. This agreement only provides a license to the Lessee/Client to use the Premise and will not provide any leasehold rights to the Lessee/Client. Lessee/Client agrees that the Lessee/Client is not the owner of any phone number assigned to them by the Service Provider. Upon termination of the agreement for any reason, such number may be reassigned to another Lessee/Client.

Brief about Company Operations (up to 200 words)

xxxxxxxxxxxxxxx

Lessee/Client's Address will be:

xxxxxxxxxxx

Noida, UP-201301

SAMPLE

THIS IS A FORMAL AGREEMENT ON Lessor's TERMS AND CONDITIONS.
I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Lessee:

[redacted]

: ……

Signature ……

Name : **xxxxxx**

Designation/Title **: xxxxxxx**

For Lessor:

: ……

Signature ……

Name :

Designation/Title **: DIRECTOR**

SAMPLE

WITNESS 1

Signature:

Name:

WITNESS 2

Signature:

Name: