

LEAVE & LICENSE AGREEMENT

This Leave & License agreement is facilitated by _____ space provider.

The two parties to the agreement are as follows:

This LEAVE & LICENSE AGREEMENT (“Agreement”) made on XYZ) between (hereinafter referred to as “Service Provider”) having office at _____
Vihar, New Delhi, _____ Address and **XYZ.** represented by **XYZ AND XYZ** to as “Client”, residing at **XYZ** respectively.

Agreement Period:

The Nature of the Agreement

Client is interested in using Office Space (hereinafter referred to as the Services) from Service Provider at its premise located at _____ Vihar, New Delhi, _____ (hereinafter referred to as the “Premise”). The whole of the Premise remains the property of the Service Provider and remains in the Service Provider’s possession and control. This Agreement is personal to Client and cannot be transferred to anyone else. Service Provider may transfer the benefit of this Agreement and its obligations under it at any time. Fees escalation is 5% after every 11 months on the last paid fees.

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 to the terms and conditions stated in this Agreement. Each person that uses the Service, 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 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.
Client may use the address for GST registration & Business registration.

Leave & License/Subscription Fees

Leave & License /Subscription fees is payable in advance. Any dues in the Leave & License/subscription fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, Client has to pay an additional 5% penalty every day, the payment amount due on Leave & License/Subscription fees.

Usage Details: Inventory Details: _____ Vihar, New Delhi, :

Term and fee commencement date: XYZ

End Date: XYZ

Mail Handling

Client can receive registered and certified mails at the "Address".

Service Provider can 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/package. Client can pick up the mails from the location free of cost. Service Provider is not liable for any mails not collected within 30 days from receipt date.

Client can ask Service Provider to send the package/letter to its physical address. For that, Client will have to pay for shipping and handling fees. Service Provider will determine the shipping fees and send an invoice to the Client. If the Deposit Amount is paid by the Client, Service Provider will deduct the Shipping fees from it. Service Provider will ship the item only after payment of the shipping fees.

Indemnity

The client shall be responsible for compliance with all the necessary provisions of the Companies Act/other relevant laws and hereby agrees to indemnify and keep and hold the 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. The client will defend, indemnify and hold harmless, the service provider and each of its affiliates from and against any claims, costs, losses, damages, judgments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of (a) breach of any provision of this Agreement by the client; (b) Misrepresentation by the client to the service provider or third parties; or (c) Anything did or omitted to be done through the negligence or otherwise, default or misconduct of the client or its officers, directors, employees or agents; (d) Breach of the third party Intellectual Property right.

The service provider will indemnify the client in situations that may arise in proceedings to protect its property disputes, proprietary rights about patents, copyrights & trademarks, failure to comply, and/or breach of any rules and regulations of applicable laws.

Termination of Service

The client may decide to terminate the service with a notice period of one month, not before 2 months from the date of agreement expiry date at any time. Service will be automatically terminated on the expiry date unless the subscription is renewed by the client. Upon Termination of the account, the client must cease the use of Address and any Phone Numbers issued IMMEDIATELY from all places including but not limited to business cards, websites, stationery, advertising material, licenses, certificates, etc.

If the client used the Address for Registration with ROC, GST Authority, Banks, etc., it has to change the address within 30 days after the termination of service. Service Provider reserves the right to take action against those who are found in breach of this requirement.

Service Provider may decide to terminate the service with a notice period of one month.

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

The service provider will terminate the service anytime in case Client violates any clause in this agreement, or Client's activities are reported to be fraudulent, or if any act or omission of the Client which is deemed to be prejudicial to the interests of the service provider as may be determined by the service provider in its sole discretion.

Nature of Business

Client has to explain its nature of business in writing on this agreement. The Client agrees with 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 Service Provider whether directly or indirectly for any such purpose or purposes.

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

Liability

Service Provider will not be liable for any loss sustained as a result of Service Provider failure to provide a Service 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. 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 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, or any other cause which is beyond the reasonable control of Service Provider.

The client will not be liable for any consequences which may arise in proceedings related to the service provider's property disputes, proprietary rights concerning patents, copyrights & trademarks, failure to comply, and/or breach of any rules and regulations of applicable laws.

Confidentiality

The terms of this License are confidential. Neither the Licensee nor Licensor may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this License ends.

Ownership

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Service Provider and/or its licensors and service providers except where expressly stated otherwise. This is not a lease document. Client agrees that the client is not the owner of any phone number assigned to them by Service Provider. Upon termination of account for any reason, such number may be re-assigned to another client.

SAMPLE

Client's Address will be:

Vihar, New Delhi,

THIS IS A FORMAL AGREEMENT ON SERVICE PROVIDER'S TERMS AND CONDITIONS.

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Client:

Signature:

Name:

Designation/Title:

Date of Sign:

For Space Partner:

Signature:

Name:

Designation/Title:

Date of Sign:

SAMPLE