

LEAVE AND LEASE AGREEMENT(OFFICE SPACE)

This **LEAVE AND LEASE AGREEMENT** is made on date **20/05/2025** by
(Brand Name - _____) with registered office at 13/1080, _____ through
Partner Ms. _____ who will hereinafter be referred to as **“Licensor/Service
Provider”**

AND

XXXXXXXXXXXXXXXXX LLP with registered office at XXXXXXXXXXXXXXXXXXXX, PAN: XXXXXXXXXXXX, GST -
XXXXXXXXXXXX, through Mr. XXXXXXXX with Aadhaar Number – XXXX-XXXX-XXXX and PAN – XXXXXXXX;
hereinafter referred to as **“Licensee/Client”** (KYC is attached)

WHEREAS

A. The Licensor/Service Provider is the absolute, legal and beneficial party with sublet authority of the property bearing address; _____. The Licensor/Service Provider has full and unfettered rights to rent/lease/let out the said Premises (or a portion thereof) on such terms and conditions as it may think fit at its sole discretion.

B. The Licensee/Client desires to take the property on Rent as a office space only for a period of eleven (11) months and 25 days

C. Pursuant thereto, the Licensor/Service Provider has agreed to permit the Licensee/Client to use the Rental Premises on a Leave and Rental basis, and the Licensee/Client has agreed to take the Premises on Rental subject terms, covenants, conditions, and agreements hereinafter contained.

EFFECTIVE DATE: 20th May, 2025

USE OF AND ACCESS TO THE LICENSED PREMISES

The Licensee/Client is interested in using the office space (hereinafter referred to as the “Services”) from the Lessor at its premise located at #Jaipur (hereinafter referred to as the “Premise”).

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

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.

The Services are offered to Licensee/Client conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement. Licensee/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/Service Provider reserves the right to cancel Services to Licensee/Client immediately and seek all remedies available by law and in equity for such violations.

GST

TERMS OF USAGE

- (i) The Lessee/Client may use the shared office space with Suite on one hour monthly basis for its business correspondence.
- (ii) The Lessee/Client is permitted to use the Office Address for business purposes and business correspondence, provided the Lessee/Client bears the responsibility for compliance with all the necessary provisions of the GST Act / other relevant law. However, this address shall not be used for business registrations, bank account opening, or as the primary registered office address with MCA/ROC.
- (iii) The Lessee/Client bears the responsibility for compliance with all the necessary provisions of all relevant laws.
- (iv) The Lessee/Client is not permitted to avail any credit facility, whether relating to any loans or any other forms of credit line, on this address either directly or indirectly.
- (v) The Lessee is not permitted to use the office address to purchase/rent/lease any vehicles including Fuel and Non-Fuel (Electric) vehicles.
- (vi) The Lessee is not permitted to use the office address to obtain any Import-Export licenses.

LICENSE FEES

License fees Paid in advance, which is non refundable and has been paid at the time of signing of this Agreement and the Licensor/Service Provider acknowledges receipt of the same from the Licensee/Client and shall raise no claim or dispute in this regard. Any dues in the License fees will cause the termination of the Services on the expiration date set forth at the time of sign up or payment. For late payments, (if such late payments are acceptable to the Licensor) the client has to pay an additional INR 500 penalty every day, in addition to renewal license fees. **Renewal of this lease agreement is mandatory every 11 months until licensee/client change the address; if address change they must update Licensor**

SERVICE RETAINER / DEPOSIT AMOUNT

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

MAIL HANDLING

Licensee/Client can receive registered and certified mail at the premise.

Licensor/Service Provider will receive up to 10 letters or packages per month free of charge for Client. For additional letters or packages, Licensor/Service Provider will charge a handling fee of Rs.10 per letter / package. Licensor/Service Provider 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/Service Provider shall not be liable for any mail not collected within 30 days from the date of receipt-date of the package at the Premise. The Licensor/Service Provider shall promptly and without delay handover to the Licensee/Client, all messages, packages, correspondences received by the Licensor/Service Provider at the premises by hand-delivery and by electronic and telephonic communication and or by registered postal service.

TERMINATION OF SERVICE

Licensee/Client may decide to terminate the service at any time by providing written intimation to the Service Provider/Licensor of the same. Service will be automatically terminated on the expiry date unless the subscription is renewed. Upon termination of the agreement, the Licensee/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 Licensee/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 Licensee/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 30 (Thirty) days after the date of termination or expiry of this Agreement, unless otherwise agreed with the Licensor/Service Provider. The Licensor/Service Provider reserves the right to take legal action against the Licensee/Service Provider if they are found in breach of this clause. Licensee/Client agree to renew the agreement time to time until they go for different address with prior notice to Licensor.

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

Licensor/Service provider will terminate the service anytime in case Licensee/Client violates any clause or provision of this agreement, or Licensee/Client's activities are reported to be fraudulent.

REFUND POLICY

Any License fee paid fully or partially is non-refundable, unless the Licensor/Service Provider purposely terminates the agreement in which case, the licensee fees shall be repaid by the Licensor/Service Provider to the Licensee/Client within 2 (two) days of such termination.

NATURE OF BUSINESS

Licensee/Client has to explain its nature of business in writing on this agreement in Annexure 1 hereto. The Licensee/Client agrees with Licensor/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 the premise, whether directly or indirectly for any such purpose or purposes. If the Licensee/Client changes the nature of business, it must notify the Licensor/Service Provider in writing beforehand.

LIABILITY

Licensor/Service Provider will not be liable for any loss sustained as a result of Licensor/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 Licensor/Service Provider interest in the building containing the office. The Licensor/Service Provider 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 of such third parties in the courier or postal service provided that the Licensor/Service Provider has taken all due care and precaution in providing its services under this Agreement.

Further, Licensor/Service Provider shall not be responsible or liable to Licensee/Client for any loss or damage resulting to Licensee/Client by reason of force majeure events 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/Service Provider. Licensee/client shouldn't create any online / offline financial liability to the public by using this address; if so Licensor/service provider will not be responsible.

The Licensee/Client shall indemnify and keep and hold Licensor/Service provider fully indemnified and harmless from and against all actual and direct 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 Licensor/Service Provider shall indemnify and keep and hold Licensee/Client fully indemnified and harmless from and against all actual and direct 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. **Licensee/Client has to provide their company incorporation and GST certificate copy to Licensor/Service Provider as soon as they obtain the same.** In case either Party, i.e. the Licensee/Client or the Licensor/Service Provider is unable to fulfill the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom.

CONFIDENTIALITY

Licensee/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 Licensor/Service Provider. Licensee/Client agrees that during the Term of this Agreement and thereafter:

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

Similarly, Licensor/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 ("Licensee Confidential Information") about Licensee/Client. Licensor/Service Provider agrees that during the Term of this Agreement and for a minimum period of 12 (twelve) months thereafter, Licensor/Service Provider shall (i) provide, at a minimum, the care to avoid disclosure of unauthorized use of Licensee Confidential Information of Client as is provided with respect to Licensor/Service Provider's own similar information, but in no event less than a reasonable standard of care; (ii) use Licensee Confidential Information solely for the purposes of this Agreement; and (iii) not disclose Licensee Confidential Information to any third party without the express prior written consent of Licensee/Client, unless required to do so under applicable law.

OWNERSHIP

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the services are wholly owned by the Licensor/Service Provider and/or its Licensors and service providers except where expressly stated otherwise. This agreement only provides a license to the Licensee/Client to use the Premise and will not provide any leasehold rights to the Licensee/Client. Licensee/Client agrees that the Licensee/Client is not the owner of any phone number assigned to them by Licensor/Service Provider. Upon termination of the agreement for any reason, such number may be reassigned to another Licensee/Client. If this agreement is not renewed by the Licensee/Client within the time frame; Licensor/Service provider will update the same to MCA / GST authority to comply the govt. Statutory norms. Based on this client get notice or fine or lose their registration; Licensor will not take the responsibility

Client's Address will be: X

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

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Service Provider:

For Client:
XXXXXXX LLP

Partner

Mr. XXXXXX
Partner/Director

WITNESS 1

Name: -

Aadhaar Number: -

Mobile No: -

Signature :--

WITNESS 2

Name:-

Aadhaar Number: -

Mobile No :-

Signature :-

SAMPLE