

LEAVE AND LICENSE AGREEMENT

The two parties to the agreement are as follows:

This LEAVE AND LICENSE Agreement made on {dd}/{mm}/{yyyy} between _____, hereinafter referred to as "Service Provider" having registered office address at _____ and **{fetchInputCompanyName}** **{IndividualPanPanNumber}** **herein** after referred to as "Client", as per Certificate issued by Address _____

Agreement Period: 11 Months and 29 days

This Agreement is valid for the period of 11 months and 29 days from the Date {dd}/{mm}/{yyyy} till {sedd}/{semm}/{seyyyy} On the expiry of this period, the Agreement comes to an end and the Client is understood to have stopped using Service Provider's office or its address and phone numbers for any business-related matters irrespective of whether or not any written letter is exchanged between the two. Also, Client should have changed Service Provider's address at all its registration documents like ROC, GST, etc.

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 _____ (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.

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 Office Address for obtaining GST registrations.

The Client is permitted to use the Office Address as their “Registered Office Address”

Rent / Subscription Fees

Rent / Subscription fees is payable in advance. Client will pay a license fee of Rs. {amount}/- + GST 18% for 11 months and 29 days. Any dues in the rent / 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 2% penalty every day, the payment amounts due on Rent / Subscription fees.

Service Retainer / Deposit Amount

The Client will be required to pay a refundable deposit of _____ This deposit will only be refunded, once Client has submitted proof for discontinuation of all Service Provider's address at all Government registrations like ROC, GST, etc.

The client will be required to pay a service retainer / deposit fees of _____, upon entering this agreement, if it wished 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.

Renewal Option

In case, the Client intends to renewal of Agreement, it will intimate so to the Service Provider and if agreed to by the Service Provider, the fresh agreement will be entered in to and executed either with the same terms and conditions or alteration there to as may be agreed upon by both the parties to the Agreement.

Refund Policy

Any subscription renewal payment is not eligible for refund.

Indemnity

The client shall be responsible for all the compliances with all the necessary provisions of the Companies Act / other relevant laws, and hereby agrees to 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. The Client shall not indulge in any anti-social activities or illegal activities as per Indian laws and shall keep Service Provider fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, cost and expenses arising as a consequence of or out of this agreement.

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 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, stationary, 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 termination of service. Service Provider deserves the right to take action against those who are found in breach of this requirement.

Service Provider reserves rights to give in writing to all Govt. Authorities for discontinuation of use of Premise address and any of its phone numbers.

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.

Service provider will terminate the service anytime incase Client violates any clause in this agreement, or Client's activities are reported to be fraudulent.

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.

COMPLY WITH THE LAW

Client must comply with all relevant laws and regulations in the conduct of its business in relation to this agreement. The Client must do nothing illegal in connection with its use of the Premise. The Client must not do anything that may interfere with the use of the Premise by the Service Provider, (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to the Service Provider (including damage to reputation). If the Service Provider has been advised by any government authority or other legislative body that it has reasonable suspicion that the Client is conducting criminal activities then the Service Provider shall be entitled to terminate this agreement with immediate effect.

The Client acknowledges that (a) the terms of this clause are a material inducement in the Service Provider's execution of this agreement and (b) any violation by the Client of this clause shall constitute a material default by the Client hereunder, entitling the Service Provider to terminate this agreement, without further notice or procedure.

The Service Provider may collect and process personal data from and of the Client to administer contractual relationship, ensure compliance with applicable laws and

regulations, and enable the Service Provider to provide its services and to manage its business. The Client acknowledges and accepts that such personal data may be transferred or made accessible to Service Provider for the purposes of providing the services herein.

THE EXTENT OF THE PROVIDER'S LIABILITY

Service Provider is not liable to the Client in respect of any loss or damage the Client suffers in connection with this agreement, with the services. 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 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, 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 reasonable control of Service Provider.

EXCLUSION OF CONSEQUENTIAL LOSSES, etc.

Service Provider will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss. The Provider strongly advises the Client to insure against all such potential loss, damage, expense or liability.

Confidentiality

Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of ("Confidential Information") about Service Provider. 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 Service Provider.

Similarly 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 of ("Confidential Information") about 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 Client.

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

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.

This Agreement shall be executed on requisite stamp paper or with requisite amount of franking and the original will remain with the Service Provider and certified copy thereof will be given to the Client.

In case of any dispute, the same shall be subject to Ahmedabad jurisdiction only.

ARBITRATION

The Parties agree that in case of any dispute or difference arising in respect of this License between the parties, the same shall be settled by conciliation. The conciliation panel would consist of one representative each of the Service Provider and the Client. If any Dispute arising between the Parties is not amicably settled within thirty (30) days of commencement of amicable attempts to settle the same as provided above, the Dispute shall be referred to, and be finally settled by, arbitration and shall be submitted to a sole arbitrator, appointed by both the parties, and such submission shall be a submission to arbitration in accordance with the Indian Law as presently in force by which the Parties in dispute agree to be so bound. The Parties agree that the Dispute shall be adjudicated by a single arbitrator. The decision of the arbitrator shall be final and binding on the Parties.

Client's Address will be:

{Authorisedsignatory}

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

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Client:

Signature :

Name : {Authorisedsignatory}

Designation/Title : {Designation}

Date of Sign :

For Service Provider:

Signature :

Name :

Designation/Title : Director

Date of Sign :

WITNESS 1

Signature :

Name: :

WITNESS 2

Signature :

Name: :

ANNEXURE – 1

Client to describe about its nature of Business that it is planning to conduct at the

Office in connection with this Agreement (in approx. 200 words)

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SAMPLE