LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on the date (__Date__) between TANISI IT SERVICES PVT LTD, through its Director having its registered office address A – Area, Delhi – 110 020 through its Authorized Signatory (hereinafter referred to as **"LICENSOR"/ "Service Provider"**), hereinafter referred to as "Licensor/ Services Provider", and <**2nd PARTY NAME**> through its Director/Proprietor/Partner <Name, S/O Name>, R/O: _____, with PAN Number _____, with Mobile number _____ hereinafter referred to as "LICENSEE/ CLIENT" (KYC is attached)

SAMPLE

WHEREAS

A. The Licensor bearing address Plot No. – Gautam Buddha Nagar – 201 304 UP 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.

B. The LICENSEE/ CLIENT desires to take a property on lease so as to use the said property as its registered office for a period of eleven (11) months.

C. Pursuant thereto, the Licensor has agreed to permit the LICENSEE/CLIENT to use the Licensed Premises on a Leave and License basis, and the LICENSEE/CLIENT has agreed to take the Licensed Premises on license subject to the terms, covenants, conditions and agreements hereinafter contained.

EFFECTIVE DATE:

TERM:

USE OF AND ACCESS TO THE LICENSED PREMISES

The Client is interested in using the virtual office space (hereinafter referred to as the "Services") from the Licensor at its premise located at Plot No. – A4, Logix Technova, B – 320, Noida, Gautam Buddha Nagar – 201 304, **Desk No: - ____** in **____** area (hereinafter referred to as the "Premise").

The whole of the Premise remains the property of the Service Provider and remains in the Licensor's possession and control. This Agreement is personal to the Client and cannot be transferred to anyone else. Licensor 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 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 Client immediately and seek all remedies available by law and in equity for such violations.

TERMS OF USAGE

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.

The Lessee/Client bears the responsibility for compliance with all the necessary provisions of all relevant laws.

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.

The Lessee is not permitted to use the office address to purchase/rent/lease any vehicles including Fuel and Non-Fuel (Electric) vehicles.

The Lessee is not permitted to use the office address to obtain any Import-Export licenses.

LICENSE FEES

License fees are payable in advance. Any dues in the License fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, (if acceptable to the Licensor) the client has to pay an additional INR penalty every day, in addition to renewal license fees.

SERVICE RETAINER / DEPOSIT AMOUNT

If interested, the client will be required to pay a service retainer / deposit fees of INR 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. Client has to replenish the deposit when it reaches the minimum level. When the client terminates the service, the balance of deposit amount will be refunded to the client.

MAIL HANDLING

Client can receive registered and certified mail at the premise.
Service Provider will 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 fee of Rs.10 per letter / package. 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. 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.

TERMINATION OF SERVICE

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 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 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 client has used the address of the premise for registration with the registrar of companies, Statutory compliances 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 Licensor reserves the right to take legal action against the Licensor if they are found in breach of this clause.

SAMPLE

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 or provision of this agreement, or Client's activities are reported to be fraudulent.

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

NATURE OF BUSINESS
Client has to explain its nature of business in writing on this agreement in Annexure 1 hereto. 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 the premise, whether directly or indirectly for any such purpose or purposes.
If the 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 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 the reasonable control of the Service Provider.

The 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 Client is unable to fulfill the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom.

CONFIDENTIALITY
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. 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, unless required to do so under applicable law.

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 ("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.

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 Licensors and service providers except where expressly stated otherwise. This agreement only provides a license to the Client to use the Premise and will not provide any leasehold rights to the Client. Client agrees that the 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 client.

Brief about Company Operations (upto 200 words)

In 200 words

Client's Address will be:

<COMAPANY NAME>

Buddha Nagar – 201 304 UP.

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

For Client:

Signature : ……

Name : ……

Designation/Title **: ……..**

For Licensor:

Signature : ……

Name :

Designation/Title **: DIRECTOR**

SAMPLE

WITNESS 1

Name:

Aadhar Number :-

Aadhar Linked Mobile Number:-

Address:-

WITNESS 2

Name:

Aadhar Number :-

Aadhar Linked Mobile Number :-

Address:-

Signature :-

Signature :-

SAMPLE