LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on _____between PRIVATE LIMITED

R/O

through its Authorized Signatory herein after referred to as "LANDLORD" and_____ through its Authorized Signatory _____ PAN Number- _____, R/O_____ thereof on such terms and conditions as it may think fit at its sole discretion.

SAMPLE

A. The CLIENT desire to take a portion of property on lease/rent so as to use the said property as its registered office for a period of 11 months.
B. Pursuant thereto, the LANDLORD has agreed to permit the CLIENT to use and occupy the said portion of property on a leave and license basis, and the CLIENT has agreed to take the DEMISED PREMISES on license subject to the terms, covenants, conditions and agreements hereinafter contained.

EFFECTIVE DATE: _____

TERM: 11 months

USE OF AND ACCESS TO THE LICENSED PREMISES

The whole of the Premise remains the property of the LANDLORD and remains in the LANDLORD's possession and control. This Agreement is

non- transferrable. LANDLORD may transfer the benefit of this Agreement and its obligations under it at any time without any intimation to Client.

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.

The Client shall abide with the terms and conditions of this Agreement with free consent & without any force. Each person authorized by the Client to use the Service, or enters into a premise shall be informed to Landlord in writing or through email or any other electronic mode. In the case of any violation of these terms, LANDLORD 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

CLIENT can also use the Office Address for obtaining GST number from the government only. The CLIENT bears the responsibility for statutory compliances with all the necessary provisions of such relevant laws such as GST etc. for which permission is sought. Compliance with respect to placement of company signage (such as GST Number, GST Certificate etc.), maintenance of books of accounts shall be the sole responsibility of the CLIENT.

The CLIENT shall indemnify and keep and hold LANDLORD fully indemnified and harmless from and against all claims, non-compliances, proceedings, damages, losses, actions, costs and expenses etc. 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.

SAMPLE

LICENSE / SUBSCRIPTION FEES

License / Subscription fees are payable in advance yearly. Any dues in the 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 2% penalty per month, the payment amounts due on License / Subscription fees.

COURIER FORWARDING FACILITY

The CLIENT will be required to intimate upon entering this agreement, if it wished to use the “Courier Forwarding” facility. This amount will be kept separately from other 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.

MAIL HANDLING

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

LANDLORD can receive letters or packages per month free of charge for CLIENT. CLIENT can pick up the mails from the location free of cost. LANDLORD is not liable for any mails not collected within 30 days from receipt date.

CLIENT can ask LANDLORD to send the package / letter to its physical address. For that, CLIENT will have to pay for shipping and handling fees. LANDLORD will determine the shipping fees and send an invoice to the CLIENT. If the Deposit Amount is paid by the CLIENT, LANDLORD will deduct the Shipping fees from it. If there is no Deposit Amount, LANDLORD will ship the item only after payment of the shipping fees.

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 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. LANDLORD deserves the right to take action against those who are found in breach of this requirement.

LANDLORD reserves the right to terminate the service and this agreement without notice to CLIENT if any activity might adversely affect LANDLORD reputation or LANDLORD's normal operation.

LANDLORD will terminate the service anytime in case CLIENT violates any clause of this agreement, or if CLIENT's activities are reported to be fraudulent.

NATURE OF BUSINESS

CLIENT is dealing IN Ecommerce Seller. The CLIENT agrees with LANDLORD not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of LANDLORD whether directly or indirectly for any such purpose or purposes. If the CLIENT changes nature of business, it must notify the LANDLORD in writing

SAMPLE

LIABILITY

LANDLORD will not be liable for any loss sustained as a result of LANDLORD failure to provide a Service as a result of any Software Glitches,

Mechanical breakdown, Strike, Loss of electric power, or termination of LANDLORD interest in the building containing the office. LANDLORD 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, LANDLORD shall not be responsible or liable to CLIENT for any loss or damage resulting to CLIENT by reason of force majeure 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 LANDLORD.

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 LANDLORD. 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 LANDLORD.

Similarly, LANDLORD 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. LANDLORD agrees that during the Term of this Agreement and thereafter LANDLORD shall provide, at a minimum, the care to avoid disclosure of any Confidential Information of CLIENT.

If LANDLORD transfers its business or any business segment that provides services to CLIENT, LANDLORD is authorized to transfer all user information

SAMPLE

to LANDLORD's successor. Also the landlord is authorized to notify the client about all the information to the landlord's successor.

OWNERSHIP

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the LANDLORD and/or its LANDLORDs and LANDLORD 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 LANDLORD. Upon termination of account for any reason, such number may be re-assigned to another CLIENT.

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

I AGREE TO THE ABOVE TERMS AND CONDITIONS.
SPARKLING EDGE VENTURES

For CLIENT:

Signature :

Name :

Designation/Title

For Landlord M/s

Signature :

Name : Mr.

Designation/Title :

SAMPLE

Both Witnesses to be provided by the client & is mandatory

WITNESS 1	WITNESS 2
Signature :	Signature :
Aadhar no.:	Aadhar no.:
Contact No.:	Contact No.:

NATURE OF BUSINESS

SAMPLE