SPACE FOR STAMP PAPER

LEAVE AND LICENSE AGREEMENT

This **LEAVE AND LICENSE AGREEMENT** is made on date **{issuedate1}** between **TOPSAIL GLOBAL SERVICES PRIVATE LIMITED**, always be registered office address **SF-221,2-floor, IT Complex, JMD Megapolis, Village Tikri, Sohna Road, Gurgaon, Haryana-122018**, through its Authorised Signatory **SHASHWAT**, hereinafter referred to as "Licensor/ Service Provider", and **{Companyproposedname},{BusinessPanName},{fetchInputCompanyName}** through its director **{Authorisedsignatory},{address342}** with PAN Number with **{IndividualPanPanNumber}** mobile number **{Mobileno}** hereinafter referred to as "CLIENT".

WHEREAS

A. The Licensor has full and unfettered rights to lease/let out the said Premises (or a portion thereof) on suc and conditions as it may think fit, at its sole discretion, for the property bearing address: SF-221,2-f Complex, JMD Megapolis, Village Tikri, Sohna Road, Gurgaon, Haryana-122018.

B. The LESSEE desire to take a property on lease so as to use the said property as its registered office for a of eleven (11) months twenty-nine (29) days.

C. Pursuant thereto, the Licensor has agreed to permit the LESSEE to use the Licensed Premises on a Lea License basis, and the LESSEE has agreed to take the Licensed Premises on license subject to the covenants, conditions and agreements hereinafter contained.

EFFECTIVE DATE: **{issuedate1}**

TERM: 11 Months 29 Days

USE OF AND ACCESS TO THE LICENSED PREMISES

The Client is interested in using the office space (hereinafter referred to as the "Services") from the Licensor at its located at SF-221, 2ND FLOOR, IT COMPLEX JMD MEGAPOLIS, VILLAGE TIKRI, SOHNA ROAD GUR Gurgaon HR 122018 IN.(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 This Agreement is personal to the Client and cannot be transferred to anyone else. Licensor may transfer the benef 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, cont this Agreement. Client's use of the Service constitutes its agreement and consent to the terms and conditions state Agreement. Each person that uses the Premise, or enters into a contract, in writing or online, on behalf of its emp other third party, represents that such person is authorized to accept these terms on its employer's or on third party's Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enh current Services, including the release of new resources and services. In the case of any violation of these terms, Provider reserves the right to cancel Services to Client immediately and seek all remedies available by law and in eq such violations.

TERMS OF USAGE

The Client may use the address for its business correspondence.

The Client is permitted to use the Office Address as their "Registered Office Address" provided client be responsibility for compliance with all the necessary provisions of the Companies Act / other relevant laws such as GS

Client can also use the Office Address for obtaining registering the business, GST, Bank Account and government l
only after taking written permission from the Licensor. The client bears the responsibility for compliance with
necessary provisions of such relevant laws such as GST etc. for which permission is sought.
The client can never avail any credit facility, whether relating to any loans or any other forms of credit line, on this ac

LICENSE FEES

License fees are payable in advance. Any dues/delays in the License fees will cause the termination
Services/Agreement on the expiration date set forth at the time of signup or payment. For late payments of renew
client has to pay an additional INR 500 penalty per day, in addition to renewal license fees, for delay in payment.

SERVICE RETAINER / DEPOSIT AMOUNT

If interested, the client will be required to pay a service retainer / deposit fees of INR 1000+GST, at any time du
agreement, in case it wishes to use the "Courier Forwarding" facility. This amount will be kept separately from Subs
fees. This is an optional service for the client. Client has to replenish the deposit when it reaches the minimum leve
the client terminates the service, the entire balance of the deposit amount will be refunded to the client.

ADDITIONAL SERVICES

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 le
packages, Service Provider will charge a handling fee of Rs.10 per letter / package. Service Provider will no
packages more than 5 Kg of weight or 1 cubic feet size. Client can pick up the mails from the location free of cost.
Provider shall not liable for any mail not collected within 30 days from the date of receipt-date of the package at the l

TERMINATION OF SERVICE

Client may decide to terminate the service at any time. Service will be automatically terminated on the expiry date un
subscription is renewed. Upon termination of the agreement, the Client must cease the use of address of the premise
government registrations, and any Phone Numbers issued by the service provider to the client immediately, from al
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 reg
with the registrar of companies, GST Authority, Banks, or other governmental authorities etc., it has to change the
submitted with such authorities within 15 (Fifteen) days after the date of termination or expiry of this Agreement
otherwise agreed with the Service Provider The licensor reserves the right to take legal action against the licensor if
found in breach of this clause.
Service Provider reserves the right to terminate the service and this agreement without notice for any Client whose
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 agreem
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
Provider not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agree
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 serv
result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Service I
interest in the building containing the office. The Service Provider does not accept liability for actions, services of/
parties in anyway whatsoever, including delays & Non receipt of messages or communication due to delays or failur
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
including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or a
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
proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this agreement o
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 ter
therefrom.

CONFIDENTIALITY

Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or l
confidential information ("Confidential Information") about Service Provider. Client agrees that during the Term
Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized
Confidential Information as is provided with respect to Client's own similar information, but in no event less
reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement;
Client will not disclose Confidential Information to any third party without the express prior written consent of
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 posse
or learn confidential and proprietary business information ("Confidential Information") about Client. Service Provide
that during the Term of this Agreement and thereafter Service Provider shall provide, at a minimum, the care t
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 Pro
authorized to transfer all user information to Service Provider's successor.

OWNERSHIP

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and m
comprising the services are wholly owned by the Service Provider and/or its licensors and service providers excep
expressly stated otherwise. This agreement only provides a license to the Client to use the Premise and will not pro
leasehold rights to the Client. Client agrees that the client is not the owner of any phone number assigned to them by
Provider. Upon termination of the agreement for any reason, such number may be reassigned to another client.

Brief about Company Operations (upto 200 words)

Client's Address will be: {address342}

{Companyproposedname}{BusinessPanName}{fetchInputCompanyName}

SF-221, 2ND FLOOR, IT COMPLEX JMD MEGAPOLIS, VILLAGE TIKRI, SOHNA ROAD GURGA
Gurgaon HR 122018 IN.

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

For Client:

Signature : ……

Name : **{Authorisedsignatory}**

Designation/Title **: {Designation}**

For Licensor:

Signature :

Name : **Shashwat**

Designation/Title **: Director**

WITNESS 1

Signature:

Name:

WITNESS 2

Signature:

Name: