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LEAVE & LICENSE AGREEMENT

This Agreement is made on date 07th February, 2024 between :
F having registered address
122001 through its Director **ri** (hereinafter referred to as "Licensor").

AND

I a company having its proposed registered address at

Haryana- 122011 through having **PAN-** , **Aadhaar-**
(hereinafter referred to as "Licensee" or "Client").

WHEREAS

a. The Licensor has full and unfettered rights to lease/let out the Premise (or a portion thereof) on such terms and conditions as it may think fit, at its sole discretion, for the property bearing address:

,

b. The Licensee desires to take some portion of property on lease so as to use the said property as its registered office for a period of Twelve (12) Months.

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

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

EFFECTIVE DATE: 07th February 2024

TERM: 07th February [illegible]

1. USE OF AND ACCESS TO THE LICENSED PREMISES

The whole of the Premise will remain in the Licensor's possession and control. The allowed usage for Licensor is mentioned in the clause 'Terms of Usage'. This Agreement is personal to the Licensee and cannot be transferred to anyone else. The Licensor may transfer the benefit of this Agreement and its obligations under it at any time.

2. TERMS OF USAGE

The Licensee may use the address for its business correspondence.

The Licensee is permitted to use the Office Address as its registered address and for GST Registration, provided that the client bears the responsibility for compliance with all the necessary provisions of the GST and income tax Laws etc.

3. LICENSE FEES

License fees of Rupees 13,000/- plus applicable GST will be payable in advance on per annum basis. Any dues/delays in the License fees will cause the termination of the Agreement on the expiration date set forth at the time of signup or payment.

4. PAYMENT TERMS

All payment shall be made under this agreement within 30 (Thirty) working days from the date of receipt of valid and undisputed invoice subject to applicable tax deduction at source under Income Tax Act. Any delay in making payment as per said timelines shall attract Cancellation of the agreement but this term is not applicable in case of advance payment.

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5. TERMINATION OF SERVICE

The Licensee 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 Licensee must cease the use of address of the premise for any government registrations including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc.

Notwithstanding any other provision under this Agreement, if the Licensee 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 15 (Fifteen) days after the date of termination or expiry of this Agreement, unless otherwise agreed with the Licensor. The licensor reserves the right to take legal action against the licensee if they are found in breach of the agreement.

Licensor reserves the right to terminate this agreement without notice if activities of Licensee adversely
affect Licensor reputation or Licensor's normal operation.

6. REFUND POLICY

Any License fees paid fully or partially will be non-refundable, unless the Licensor purposely terminates the agreement.

7. CONFIDENTIALITY

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

Similarly, the Licensor 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 the Licensee. Licensor agrees that during the Term of this Agreement and thereafter Licensor shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Licensee.

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If the Licensor transfers its business or any business segment that provides services to the Licensee, Licensor is authorized to transfer all user information to Licensor's successor.

8. Goods & Services Tax Compliances

The Parties hereby agree that:

1. The requisite invoice shall be raised by Licensor within the time as prescribed under Goods and
Service Tax Act 2016.
2. Licensor shall be responsible for the completeness, accuracy and submission of the Invoices as
per the applicable provisions, then in force, of the Goods and Service Tax (GST) Act. Also, Licensee shall have a right to deduct such amount as it may deem fit, from the fee, charges or cost payable to the Licensor in case of failure on the part of the Licensor to provide the requisite invoices as per the provisions of GST Act.
3. The tax amount portion of the GST invoice, if any payable by Licensee as per this Agreement, shall be paid by Licensee only after the Licensor has provided sufficient proof that the amount for the Goods and Services Tax charged in the invoice is declared in Form GSTR-1 and Form GSTR-3B and the taxes have been paid. In case Licensor fails to pay such taxes or has not provided Licensee proof of their tax clearance, Licensee shall withhold the payments for the subsequent month and this shall not be construed as breach of any terms and conditions of this Agreement.

9. GOVERNING LAW

This Agreement shall become valid when executed and accepted by both the Parties. This Agreement shall be construed in accordance with the laws of India. The Courts of Gurgaon, Haryana are deemed to be relevant courts for this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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SIGNED AND DELIVERED
For and on behalf of the Licensor,

(Authorized Signatory)

SIGNED AND DELIVERED

(Authorized Signatory)

Witness-1
(From Licensor's Side)

Witness-2
(From Licensee's Side)

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