

## LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on ..... between M/s ..... Office Solutions Pvt. Ltd., through its Authorized Signatory Ms. .... and ..... a company represented through its authorized signatory ..... Mobile No. .... hereinafter referred to as "Client/ Licensee". (KYC is attached).

### WHEREAS

- The Licensors 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, for the property bearing address: **Kh No. .... New Delhi-**
- The Client/ Licensee desires to take a property on lease to use the said property as its registered office for a period of **11**
- Pursuant thereto, the Licensee has agreed to permit the LESSEE to use the Licensed Premises on a Leave and License basis, and the LESSEE has agreed to take the Licensed Premises on license subject to the terms, covenants, conditions, and agreements hereinafter contained.

EFFECTIVE DATE: .....

TERM: **11**

### **1. USE OF AND ACCESS TO THE LICENSED PREMISES**

The Client/ Licensee is interested in using the office space (hereinafter referred to as the "Services") from the Licensee at its premise located at **New Delhi-** ..... (referred to as the "Premise"). The whole of the Premise remains the property of the Service Provider and remains in the Licensee's possession and control. The allowed usage for Licensee is mentioned in the clause 'Terms of Usage'. This Agreement is personal to the Client/ Licensee and cannot be transferred to anyone else. The Licensee may transfer the benefit of this Agreement and its obligations under it at any time.

### **2. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.**

The Services are offered to Client/ Licensee conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement. Client/Licensee'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 a 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, the Service Provider reserves the right to cancel Services to the Client/ Licensee immediately and seek all remedies available by law and in equity for such violations.

### **3. TERMS OF USAGE**

3.1 The Client/ Licensee may use the address for its business correspondence.

3.2 The Client/ Licensee 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 Companies Act / other relevant laws.

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

3.4 The Client/ Licensee is not permitted to avail any credit facility, whether relating to any loans or any other forms of credit line, on this address.

### **4. LICENSE FEES**

License fees are payable in advance as mentioned in Annexure-I of this agreement. Any dues/delays in the License fees will cause the termination of the Services/Agreement on the expiration date set forth at the time of signup or payment. For late payments of renewals, the Client/ Licensee has to pay an additional INR 500 penalty per day, in addition to renewal license fees, for delay in payment.

### **5. SERVICE RETAINER / DEPOSIT AMOUNT**

If interested, the Client/ Licensee will be required to pay a service retainer / deposit fees of INR 1000+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. This is an optional service for the Client/ Licensee. Client/ Licensee has to replenish the deposit when it reaches the minimum level. When the Client/ Licensee terminates the service, the entire balance of the deposit amount will be refunded to the Client/ Licensee.

### **6. ADDITIONAL SERVICES**

The Client/ Licensee can receive registered and certified mail at the premises.

Service Provider will receive up to 10 letters or packages per month free of charge for the Client/ Licensee. For additional letters or packages, the 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. The Client/ Licensee can pick up the mail 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.

### **7. RENEWAL OR TERMINATION OF SERVICE**

7.1 The Client/ Licensee or Workingdom may terminate the service at any time by giving a valid cause and 1 month notice whichever applicable. Service will be automatically renewed on the renewal date of the agreement unless there is NO Official Communication for termination from Client side 1 Month prior the date of expiry of the agreement. The Client/ Licensee 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/ Licensee immediately, from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc. as a result of termination of the agreement.

7.2 Notwithstanding any other provision under this Agreement, if the Client/ 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 Service Provider. The Licensor reserves the right to take legal action against the Licensee if they are found in breach of this clause.

7.3 Service Provider reserves the right to terminate the service and this agreement without notice for any Client/ Licensee whose activity might adversely affect Service Provider reputation or Service Provider's normal operation.

7.4 Service Provider will terminate the service anytime (without issuing any termination notice) incase Client/ Licensee violates any clause or provision of this agreement, or Client//Licensee's activities are reported to be fraudulent.

7.5 As our contract is of automatic renewal in nature, if the licensee is still using the address at end of the agreement term, the payment of the subscription services becomes due immediately. If the Licensee fails to process the renewal payment on time, the Licensor reserves the right to deactivate accounts and cancel subscription benefits of all legal Govt. registrations taken at the address, by informing the concerned government departments.

## **8. REFUND POLICY**

Any License fee paid fully or partially non-refundable unless the Licensee purposely terminates the agreement.

## **9. NATURE OF BUSINESS**

Client/ Licensee has to explain its nature of business in writing on this agreement in Annexure III hereto or over a E-mail. The Client/ Licensee agrees with the 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 the premises, whether directly or indirectly for any such purpose or purposes. If the Client/ Licensee carries any business contrary to this understanding, the service provider is at liberty to terminate the agreement and shall not be responsible for any legal issues which may arise because of such illegal business. If the Client/ Licensee changes the nature of business, it must notify the Service Provider in writing beforehand.

## **10. LIABILITY**

10.1 Service Provider will not be liable for any loss sustained because of Service Provider's failure to provide the services because 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 any way 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.

10.2 Further, Service Provider shall not be responsible or liable to Client/ Licensee for any loss or damage resulting to Client/ Licensee 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.

10.3 The Client/ Licensee 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.

10.4 In case the Client/ Licensee is unable to fulfill the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom. Apart from that if the Client/ Licensee violates any terms of this agreement, this agreement shall be terminated forthwith.

## **11. CONFIDENTIALITY**

Client/ 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 Service Provider. Client/ Licensee agrees that during the Term of this Agreement and thereafter:

11.1 Client/ Licensee shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client//Licensee's own similar information, but in no event less than a reasonable standard of care;

11.2 Client/ Licensee will use Confidential Information solely for the purposes of this Agreement; and

11.3 Client/ Licensee 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, the 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 the Client/ Licensee. 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/

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

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

### 14. ILLEGAL ACTIVITIES

The Client/ Licensee agrees that no illegal activities or items, including but not limited to drugs, unauthorized alcohol, or weapons of any kind, will be allowed in the building or on the grounds. Workingdom reserves the right to call in law enforcement officials when illegal activity is suspected.

Client/Licensee's Address will be:

.....

New Delhi- 110045.

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

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**(Authorized Signatory)**

For Client: .....

**(Authorized Signatory)**

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### Annexure-I

Particulars	Description
Plan Opted For	Office Services
Plan Prices	.....
Plan Duration	11
Payment Plan	One time - Annual payment
Package Inclusion	Documents Compilation for ROC & GST purposes Mail handling and forwarding Registered Office representation Address usage on visiting cards, websites and other sales products Complimentary Meeting & Day Visits ( as per agreement)
Company's Signage	Complimentary until the verification (for first 3 months)
Meeting Room Credits	.....
Renewal Terms	Agreement is renewable for next annum with 10% increment in the base charges

### Annexure II

#### List of Holidays

1. New Year – 1<sup>st</sup> January 2024
2. Republic Day
3. Holi
4. Independence Day
5. Gandhi Jayanti
6. Dusshera
7. Diwali
8. Christmas Day
9. 31<sup>st</sup> Dec- by Half Day i.e. 02:00 PM.