LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on date (**31 May 2023**) between **Drom Workshala Private Limited** having its registered address at **G-50, sector-3, Noida -201301** through its **Authorised Signatory, Dhruv Sandilya** hereinafter referred to as "Lessor / Service Provider",

And

_____through its authorized signator, _____ S/O ____ R/O _____ and with PAN Number _____, with mobile number _____

, hereinafter referred to as "Lessee /Client". (KYC is attached)

WHEREAS

A. The Lessor 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: **D-9, Ground floor, sector-3, Noida Gautam Buddha Nagar, Noida 201301.**

B. The LESSEE/Client desire to take a portion of the above mentioned 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 Lessor 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: 31 May 2023

1) **TERM**: 11 Months
2) **USE OF AND ACCESS TO THE LICENSED PREMISES**
   (i) The Lessee/Client is interested in using the virtual office space (hereinafter referred to as the "Services") from the Lessor at its premise located at **D-9, Ground floor, sector-3, Gautam Buddha Nagar, Noida 201301 Noida** (hereinafter referred to as the "Premise").

   (ii) The whole of the Premise shall always remain the property of the Service Provider and shall remain in the Lessor's possession and control only. The allowed usage for Lessee is mentioned in the clause 'Terms of Usage'.

   (iii)This Agreement is personal to the Lessee/Client and cannot be transferred to anyone else. Lessor may transfer the benefit of this Agreement and its obligations under it at any time.

3) **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.**
   The Services are offered to Lessee/Clients conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement. Lessee/Client's use of the Service constitutes its agreement and consent to the terms and conditions stated in this Agreement.

(i) 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.

(ii) 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.

(iii) In the case of any violation of these terms, Service Provider reserves the right to cancel Services to Lessee/Client immediately and seek all remedies available by law and in equity for such violations.

4) TERMS OF USAGE

(i) The Lessee/Client may use the address for its business correspondence.

(ii) 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 Companies Act / other relevant laws.**

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

(iv) **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**.

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

(vi) The Lessee is not permitted to use the office address to obtain any other government licenses except of GST.

(vii) The Lessee is not permitted to use the office address to obtain any Import-Export licenses, Labour/shop and Establishment Acts.

5) LICENSE FEES

License fees are payable in advance _____ yearly. 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 Lessee/Client has to pay an additional INR 100 penalty per day, in addition to renewal license fees, for delay in payment 10% payment increase on renewal time.**

6) SERVICE RETAINER / DEPOSIT AMOUNT

If interested, the Lessee/Client 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 Lessee/Client. Lessee/Client has to replenish the deposit when it reaches the minimum level. When the Lessee/Client terminates the service, the entire balance of the deposit amount will be refunded to the Lessee/Client.

7) ADDITIONAL SERVICES

(i) The Lessee/Client can receive registered and certified mail at the premises.

(ii) Service Provider will receive up to 10 letters or packages per month free of charge for the Lessee/Client. For additional letters or packages, Service Provider will charge a handling fee of Rs.10 per letter / package.

(iii) Service Provider will not accept packages more than 5 Kg of weight or 1 cubic feet size.

(iv) The Lessee/Client can pick up the mails from the location free of cost.

(v) Service Provider shall not liable for any mail not collected within 30 days from the date of receipt-date of the package at the Premise.

8) TERMINATION OF SERVICE

(i) The Lessee/Client may decide to terminate the service at any time.

(ii) Service will be automatically terminated on the expiry date unless the subscription is renewed.

(iii) Upon termination of the agreement, the Lessee/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 Lessee/Client immediately, from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc.

(iv) Notwithstanding any other provision under this Agreement, if the Lessee/Client has used the address of the premise for registration with the registrar of companies, GST Authority, Banks, or any 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 Lessor/Service Provider reserves the right to take legal action against the Lessee if they are found in breach of this clause.

(v) Service Provider reserves the right to terminate the service and this agreement without any notice if the Lessee/Client's activity might adversely affect Service Provider reputation or Service Provider's normal operation.

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

(vii) As our contract is of automatic renewal in nature, if the Licensee is still using the address at end of the present agreement term, the payment of the subscription services becomes automatically due immediately. If the Licensee fails to process the renewal payment on time, the Service Provider/Lessor reserves the right to deactivate accounts and cancel subscription benefits of the Licensee/ Client from all legal Govt. registrations taken at the address, by informing the concerned government departments.

9) REFUND POLICY

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

10) NATURE OF BUSINESS

(i) Lessee/Client has to explain its nature of business in writing on this agreement in Annexure 1 hereto.

(ii) The Lessee/Client 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.

(iii) If the Lessee/Client 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.

(iv) If the Lessee/Client changes the nature of business, it must notify the Service Provider in writing beforehand.

11) LIABILITY

(i) 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.

(ii) 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.

(iii) Further, Service Provider shall not be responsible or liable to Lessee/Client for any loss or damage resulting to Lessee/Client by reason including but not limited to flood, fire, hurricane, riots, explosion, earthquake, Act of God, war, terror, governmental action, government imposed lockdown or any other cause which is beyond the reasonable control of the Service Provider.

(iv) The Lessee/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.

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

12) CONFIDENTIALITY

(i) Lessee/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. Lessee/Client agrees that during the Term of this Agreement and thereafter:
   a) Lessee/Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Lessee/Client's own similar information, but in no event less than a reasonable standard of care;
   b) Lessee/Client will use Confidential Information solely for the purposes of this Agreement; and
   c) Lessee/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.

(ii) Similarly, the Service Provider recognizes that it may, in the course of providing the Services, come into possession of or learn confidential and proprietary business information ("Confidential Information") about the Lessee/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 Lessee/Client.

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

13) OWNERSHIP

(i) 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 Lessors and service providers except where expressly stated otherwise.

(ii) This agreement only provides a license to the Lessee/Client to use the Premise and will not provide any leasehold rights to the Lessee/Client. Lessee/Client agrees that the Lessee/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 Lessee/Client.

14) Renewable Clause

(i) In a situation where the present agreement has been terminated or has expired, and the Lessee continue to use the Service Provider's/Lessor's **address** for any of its registration, either GST or any other service provide by the Service Provider, without renewing the terms of the Agreement, the Lessee shall be liable to pay an additional INR 100 per day as a penalty to the Lessor in addition to the renewal Rent fees.

(ii) Any dues/delays in the fees payable by the Lessee to the Lessor will cause the termination of the services immediately.

15) OFFICIAL COMUNICATION

That any notice/letter required to be served by the one party to another in pursuance of this LEAVE AND LICENSE AGREEMENT shall be served upon the other at the respective address as mentioned hereinbelow:

1) In case of the **Lessor/ Service Provider**:
Email:- hello@workshalas.com

2) In case of the **Lessee/Client**
Email:- _____

JURISDICTION

This agreement is deemed to be entered at New Delhi within the jurisdiction of the Courts at New Delhi.

17).Brief about Company Operations (up to 100 words)

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Lessee/Client's Address will be:-

Prolitus Technologies Private Limited

Desk no : DW00122

Service provider address:-

D-9, Ground floor, sector-3, Noida

THIS IS A FORMAL AGREEMENT ON Lessor**'s TERMS AND CONDITIONS.**
I/WE AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Lessee:

Signature : ……

Name : _____

Designation/Title : Authorized signatory

For Lessor:

Signature : ……

Name : Dhruv Sandilya

Designation/Title : Authorised signatory.

Both Witnesses to be provided by the client & is mandatory

WITNESS 1	**WITNESS 2:**
Name :	**Name :-**
Aadhaar Number:	**Aadhaar Number:**
Aadhaar Linked Mobile No:	**Aadhaar Linked Mobile No :-**
Signature :--	**Signature :-**