

LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on the date _____ between M/s. _____
always be registered office address _____ Jodhpur-342013
RAJASTHAN through its Proprietor, _____ hereinafter referred to as
"Licensor."

AND

M/s. _____ a Proprietorship firm. Represented by _____, Having
Aadhar Number _____, and PAN Number _____, herein after referred to as
"Licensee" (KYC is attached)

WHEREAS

- The licensor is the absolute, legal and beneficial owner of the property bearing address: **J1-** _____
The licensor 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.
- The licensee desires to take a property on leave and license basis so as to use the said property as its PPOB address for a period of **Eleven (11) months**.
- 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 a leave and license subject to the terms, covenants, conditions and agreements hereinafter contained.

EFFECTIVE DATE: _____ to _____.

TERM: 11 Months

USE OF AND ACCESS TO THE LICENSED PREMISES

The Licensee is interested in using the office space (hereinafter referred to as the "Services") from the Licensor at its premise located at **Office /Desk No. _____**,
(hereinafter referred to as the "Premise"). The whole of the Premise remains the property of the Licensor and remains in the Licensor's possession and control. This Agreement is personal to the Licensee and cannot be transferred to anyone else. Licensor may transfer the benefit of this Agreement and its obligations under it at any time (provided the licensee is duly getting the "Services" as per agreement and is aware of it).

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE

The services are offered to the licensee on the condition of acceptance, without modification, of the terms and conditions, contained in this agreement. 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 premises 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. 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, Licensor reserves the right to cancel Services to Licensee immediately and seek all remedies available by law and in equity for such violations.

TERMS OF USAGE

The Licensee is permitted to use the office Address for **GST Registration and its Business Correspondence**, provided the licensee bears the responsibility for compliance with all the necessary provisions of the Companies Act / GST laws, etc. and hereby agrees to maintain the books of accounts as per GST law. Non-compliance with respect to non-maintenance of books of accounts shall be on the Licensee. The Licensee is allowed to use this address as their principal place of business with GST. The Licensee can never avail any credit facility, whether relating to any loans or any other forms of credit line, on this address.

Licensor permits the licensee to use the address of the licensed premises on his Visiting cards, Letterheads, E-mails, Websites, Google Listings and for all business Communications

LICENSE FEES

License fees are payable in advance. Any dues in the License fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, (if acceptable to the Licensor) the Licensee has to pay an additional INR 500 penalty every day, in addition to renewal license fees.

SERVICE RETAINER / DEPOSIT AMOUNT

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

MAIL HANDLING

Licensee can receive registered and certified mail at the premise. Licensor will receive up to 10 letters or packages per month free of charge for Licensee. For additional letters or packages, Licensor will charge a handling fee of Rs.10 per letter / package. Licensor will not accept packages more than 5 Kg of weight or 1 cubic feet size. Licensee can pick up the mails from the location free of cost. Licensor shall not liable for any mail not collected within 30 days from the date of receipt-date of the package at the Premise.

TERMINATION OF SERVICE

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, and any Phone Numbers issued by the Licensor to the Licensee immediately, from all places 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 this clause.

Licensor reserves the right to terminate the service and this agreement without notice for any Licensee whose activity might adversely affect Licensor reputation or Licensor's normal operation. Licensor will terminate the service anytime in case Licensee violates any clause or provision of this agreement, or Licensee's activities are reported to be fraudulent.

REFUND POLICY

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

NATURE OF BUSINESS

Licensee has to explain its nature of business in writing on this agreement in Annexure 1 hereto. The Licensee agrees with Licensor not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of Service the premise, whether directly or indirectly for any such purpose or purposes. If the Licensee changes the nature of business, it must notify the Licensor in writing beforehand.

LIABILITY

Licensor will not be liable for any loss sustained as a result of Licensor's failure to provide the services as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Licensor's interest in the building containing the office. The Licensor 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, Licensor shall not be responsible or liable to Licensee for any loss or damage resulting to 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 Licensor. The Licensee shall indemnify and keep and hold Licensor 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. In case the Licensee is unable to fulfil the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom after giving cure period of 07 days for rectification of default

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, 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 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.

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

OWNERSHIP

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the services are wholly owned by the Licensor and/or its Licensee and Licensors except where expressly stated otherwise. This agreement only provides a license to the Licensee to use the Premise and will not provide any leasehold rights to the Licensee. Licensee agrees that the Licensee is not the owner of any phone number assigned to them by Licensor. Upon termination of the agreement for any reason, such number may be reassigned to another Licensee.

JURISDICTION

This agreement shall be subject to the exclusive jurisdiction of the courts in Rajasthan, India.

Brief about Company Operations

Licensee's Address will be:

M/s _____ C/O
Office /Desk No. _____,
RAJASTHAN

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

For Licensee:

Signature :

Name : _____

Designation/Title : _____

For Licensor:

Signature :

Name : Mr.

Designation/Title : Proprietor

WITNESS 1

Signature :

Name :

Aadhaar Number :

Contact Number:

WITNESS 2

Signature :

Name :

Aadhaar Number :

Contact Number: