

LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on date 20/10/2020 between Jainco Business Centre Private Limited, having its office at property situated at 43 Palace Court, 1 Kyd Street, Kolkata – 700016 carrying on the business of providing "Business Centre Services" at the above address, represented by himself, hereinafter referred to as "The Service Provider" after referred to as "Licensor" (Which expression shall, unless it is repugnant to the context, mean and include the successors-in-interest, administrators and permitted assigns) of the One Part.

AND

_____ Private Limited (CIN: _____ / Pan No.), carrying business at B3-82/A New, Shastri Nagar, T.G. Road, Kolkata WB 700024 represented by its authorised Director to enter this agreement Mr. _____ s/o _____ (Pan No _____ / Aadhar No. _____) representing herein after referred to as "CLIENT/AGREEMENT HOLDER/LESSEE". (KYC is enclosed)

WHEREAS

A. The Licensor is the absolute, legal and beneficial owner/occupier and/or possessor of the property bearing address: 43 Palace Court, 1 Kyd Street, Kolkata – 700016. The Licensor has full and unfettered rights to provide services for virtual office or Offices of the said Premises (or a portion thereof) on such terms and conditions as it may think fit at its sole discretion of the Licensor.

B. The CLIENT/AGREEMENT HOLDER" desire to take a property for opening a virtual office so as to use the said property as its extended office for a period of 12 months (Twelve Months) or may be enhance period subject to the mutual understanding.

C. Pursuant thereto, the Licensor has agreed to permit the LESSEE to use and occupy 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: 20/10/2020

TERM: 12 months

USE OF AND ACCESS TO THE LICENSED PREMISES

The Client/agreement Holder is interested in using the virtual office space (hereinafter referred to as the "Services") from the Licensor at its premise located at 43 Palace Court, 1 Kyd Street, Kolkata – 700016 (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 control. This Agreement is personal to the Client/agreement Holder and cannot be transferred to anyone else. Licensor may transfer the benefit of this Agreement and its obligations under it at any time.

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.

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

USAGE OF ADDRESS

The Client/agreement Holder may use the address for its business correspondence. The Client/ Agreement Holder is only permitted to use the Office Address as their registered address for GST Registration, only after taking written permission from the Licensor, provided client/agreement Holder bears the responsibility for compliance with all the necessary provisions of the Companies Act / GST Laws /Income Tax /any other liabilities related to the said agreement with regard to the central /state Government or any other authorities in connection with the above agreement & etc., and hereby agrees to maintain the books of accounts at the space. Non-compliance with respect to non-maintenance of books of accounts shall be on the Client/ Agreement Holder. The Client/ Agreement Holder is not allowed to use this address as their primary registered office of the business with ROC or local Government bodies.

The Client/Agreement Holder 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. In case the Client/ Agreement Holder is unable to fulfill the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom.

LICENSE FEES

License fees of Rs. ____ +GST (wherever applicable) is 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 client/agreement Holder has to pay an additional INR 1000 penalty every month, in addition to renewal license fees.

MAIL HANDLING

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

SERVICE RETAINER / DEPOSIT AMOUNT

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

TERMINATION OF SERVICE Client/agreement Holder may decide to terminate the service any time. Service will be automatically terminated on the expiry date unless the subscription is renewed. Upon termination of the agreement, the Client/agreement Holder 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/agreement Holder 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 client/agreement Holder 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 licensor if they are found in breach of this clause. Service Provider reserves the right to terminate the service and this agreement without notice for any Client/agreement Holder whose activity might adversely affect Service Provider reputation or Service Provider's normal operation. Service provider will terminate the service anytime in case Client/agreement Holder violates any clause or provision of this agreement, or Client's activities are reported to be fraudulent.

REFUND POLICY

Any License fee paid fully or partially is non-refundable in connection with the above agreement

NATURE OF BUSINESS

Client/agreement Holder has to explain its nature of business in writing on this agreement in Annexure X-1 hereto. The Client/agreement Holder agrees with 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 Service the premise, whether directly or indirectly for any such purpose or purposes. If the Client/agreement Holder cannot changes the nature of business, and if Client/agreement Holder desire to do the same in that event a new agreement to be executed between the parties and old agreement will be treated as cancel/void and in operative.

LIABILITY

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. The Service Provider 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, Service Provider shall not be responsible or liable to Client/agreement Holder for any loss or damage resulting to Client/agreement Holder 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.

CONFIDENTIALITY

Client/agreement Holder 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/agreement Holder agrees that during the Term of this Agreement and thereafter: (a) Client/agreement Holder shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client/agreement Holder will use Confidential Information solely for the purposes of this Agreement; and (c) Client/agreement Holder 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, 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 of ("Confidential Information") about 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 Client. If Service Provider transfers its business or any business segment that provides services to Client, Service Provider is authorized to transfer all user information to Service Provider's successor.

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 licensors and service providers except where expressly stated otherwise. This agreement only provides a license to the Client/agreement Holder to use the Premise and will not provide any leasehold rights to the Client. Client/agreement Holder agrees that the client/agreement Holder is not the owner of any phone number assigned to them by Service Provider. Upon termination of agreement for any reason, such number may be re-assigned to another client.

Client's Address will be:

Email id -

Annexure X-1

Brief About the Business of Client

Manufacturing and sales _____

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

For Client:

Signature :

Name :

Designation/Title: Proprietor

For Licensor: - For Jainco Business Centre Pvt. Ltd.

Signature : Authorised Signatory

WITNESS 1

WITNESS 2

Signature:

Name:

Signature:

Name: