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LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made and executed at Gurugram on this 22th day of July 2026.

BY AND BETWEEN

M/s Livance Management Private Limited (PAN AAGCL4810N CIN No. U63119HR2025PTC136252) a Company registered under Companies Act, 2013 (18 of 2013) having its registered address at **704, 7TH Floor, Palm Court, M.G. Road, Sector 16, Industrial Estates (Gurgaon) Industrial Estate, Gurgaon-122007,** through Director **Tanuj Yadav** (DIN 11265551) duly authorized vide Board Resolution dated 09/09/2025 (hereinafter referred to as the "Licensor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, assigns, and legal representatives) of the ONE PART,

AND

_____, Bearing CIN - **_____**, Through their **Authorised Signatory/Director _____ C/o _____** bearing **Aadhaar No. _____**having their permanent office as per their ROC at **_____**(hereinafter referred to as the "Licensee", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, assigns, and legal representatives) of the OTHER PART.

The Licensor and the Licensee are hereinafter collectively referred to as the **"Parties"**.

WHEREAS,

1. The Licensor operates a business under the name **M/s Livance Management Private Limited**, providing shared working environments that offer flexible workspace solutions, adaptable office setups, high-end office suites, shared office spaces, virtual office services, and a range of related facilities and services (hereinafter collectively referred to as the "Business").

The Licensee has approached the Licensor for a non-exclusive license to use a portion of the premises located at **First Floor situated at Enkay Tower, Plot No. B&B1, Vanijya Nikunj, Udyog Vihar, Phase V. Gurgaon, Haryana 122016, India** also known as COCA COLA (Livance) (hereinafter referred to as the **"Demised Premises"**) for the purpose of conducting its business.

2. The Licensor hereby grants the Licensee a revocable, non-transferable, and non-exclusive license to use the Demised Premises solely for conducting the Licensee's business, subject to the terms of this Agreement.

3. The Licensee acknowledges that the license is personal to the Licensee and is non-assignable or transferable to any third party without the written consent of the Licensor.

SCHEDULE 1: LICENSE DETAILS

Particulars	**Details**
Member / Licensee Name	
Legal Entity Type	
Execution Date	
Address of Licensed Premises	**First Floor situated at Enkay Tower, Plot No. B&B1, Vanijya Nikunj, Udyog Vihar, Phase V. Gurgaon, Haryana 122016, India**
Seat	
Office Space Details	Shared office access including common area amenities and meeting room usage (as per credits)
Term of Agreement	11month and 27 days from the Commencement Date
Commencement Date	
License Fee	₹ /- + applicable taxes
Payment Terms	Payable in advance at the time of execution
Conference Room Usage	On a booking basis, chargeable at prevailing rates
Mail & Package Handling	Up to 15 items per month included, ₹10 per additional item
No Loans Clause	**No loans, credit facilities, or encumbrances shall be taken or created using this address**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

I. Demised Premises and License Grant

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a. Grant of License

1. License Agreement: The Licensor hereby grants to the Licensee, and the Licensee accepts, a revocable, non-transferable, and non-exclusive license to use the Demised Premises, for the purpose of conducting the Licensee's business activities, subject to the terms and conditions of this Agreement.

2. Nature of License: This license is granted solely for the duration of this Agreement and does not confer any ownership rights or any other interest in the Demised Premises beyond the right to occupy and utilize the space for the purposes stipulated herein.

3. Non-Transferability: The Licensee acknowledges and agrees that the license granted hereunder is personal to the Licensee and shall not be assigned, sub-licensed, or transferred to any third party, nor may the Licensee permit any third party to use the Demised Premises without the prior written consent of the Licensor.

II. License Term

a. The term of this Agreement shall commence on _____ (the "Commencement Date") and shall continue for a period of **11 months and 27 days** unless earlier terminated as per the terms of this Agreement.

b. Upon expiration of the initial term, the Agreement may be renewed or extended upon mutual agreement between the Parties in writing.

III. License Fee and Payments

a. The Licensee shall pay to the Licensor a one-time License Fee of Rs. _____, as the License Fee, payable at the time of execution of this agreement.

b. The Licensee shall pay additional fee for services opted by the Licensee, such as Meeting Rooms, Conference Facilities, and others, will be billed on a monthly or hourly basis as per the rate schedule provided by the Licensor. Usage of Meeting Rooms and Conference Facilities shall be charged starting from Rs. 500/- per hour.

IV. Usage of the Demised Premises

a. The Licensee shall use the Demised Premises strictly for the purposes agreed upon in this Agreement and shall not use the premises for any unlawful, immoral, or commercial activities that violate any applicable laws or regulations.

b. The Licensee shall maintain the Demised Premises in good condition and shall not make any alterations, modifications, or structural changes to the premises without prior written consent from the Licensor.

c. The Licensee acknowledges that it is only granted a license to use the Demised Premises and does not possess any ownership, tenancy, or leasehold rights over the Demised Premises.

V. Terms of Usage:

The Lessee/Client is permitted to use the Office Address strictly subject to the following terms and conditions:

a. Permitted Business & Statutory Use

The Office Address may be used for business purposes and business correspondence,

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including company registration and related statutory registrations, provided that the Lessee/Client shall be solely responsible for compliance with the provisions of the Companies Act, 2013, and all other applicable laws, rules, and regulations.

b. Permitted Registrations

Subject to applicable laws, the Office Address may be used for:

- Company or LLP registration with the Ministry of Corporate Affairs (MCA/ROC);
- Trade or municipal licenses, where applicable;
- GST registration;
- Opening and operating of bank accounts linked to the registered entity.

c. Compliance Responsibility

The Lessee/Client shall be solely responsible for ensuring compliance with all applicable laws, statutory filings, regulatory requirements, and ongoing obligations, and the Licensor shall not be liable for any non-compliance, penalties, or regulatory actions arising therefrom.

d. Restriction on Financial Facilities?

The Lessee/Client shall not avail, apply for, or attempt to avail any loan, credit facility, overdraft, or any other form of financing or credit line by using the Office Address, whether directly or indirectly.

e. Restriction on Asset Registration

The Lessee/Client shall not use the Office Address for the purchase, registration, lease, or financing of any vehicles, including fuel-based or electric vehicles, or for any transport-related registrations.

F. Restriction on Licenses & Authorizations

The Lessee/Client shall not use the Office Address to apply for or obtain any Import-Export Code (IEC) or any other license or authorization not expressly permitted under this Agreement.

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VI. No Objection Certificate (NOC)

a. The Licensee acknowledges that obtaining a NOC from the Licensor is crucial for the smooth operation of its business within the Demised Premises. This requirement ensures that the Licensee operates within the legal framework and maintains a positive relationship with the Licensor. The NOC is necessary for the following specific uses such as Goods and Services Tax registration, Company Registration, or any other statutory registrations with government agencies, a separate NOC must be obtained from the Licensor. This NOC will confirm that the Licensee has the Licensor's consent to use the address for such formalities, ensuring compliance with local regulations.

b. In the event that the Licensee wishes to display any signage, nameplates, or branding indicating its business at the Demised Premises, the Licensee must first obtain a prior NOC from the Licensor. This ensures that the Licensor retains aesthetic control over the property and ensures compliance with applicable signage regulations.

c. Process for Obtaining NOC:

i. The Licensee must submit a written request for the NOC to the Licensor, detailing the intended use or activity that requires the NOC. This request should be made well in advance i.e. 15 days prior of any intended changes or registrations to allow the Licensor sufficient time to consider and respond to the request.

ii. The Licensor reserves the right to grant or withhold such NOC at its sole discretion, based on the nature of the request and compliance with any applicable laws or regulations.

I. Termination of Services

a. The Client may terminate the service at any time. The service will automatically terminate on the expiry date unless the subscription is renewed. Upon termination of the agreement, the Client must cease the use of the Demised Premises address for any government registrations, and any phone numbers issued by the Service Provider to the Client must be discontinued immediately, including from all places such as business cards, websites, stationery, advertising material, licenses, certificates, etc.

b. Notwithstanding any other provision in this Agreement, if the Client has used the Demised Premises' address for registration with the Registrar of Companies, GST Authority, Banks, or other government authorities, the Client must update the address with such authorities within 15 (fifteen) days after the date of termination or expiry of this Agreement, unless otherwise agreed in writing by the Service Provider. Failure to do so may result in legal action by the Service Provider against the Client.

c. The Service Provider reserves the right to terminate the service and this Agreement without notice if the Client's activities adversely affect the Service Provider's reputation or normal operations.

d. The Service Provider may terminate the service at any time if the Client violates any clause or provision of this Agreement, or if the Client's activities are reported or discovered to be fraudulent.

e. If the service is canceled by either Party before the expiry of the Agreement, no refund shall be made for the remaining period of the subscription or any other charges already paid.

II. Liability

a. The Licensor shall not be liable for any losses or damages sustained by the Licensee as a result of disruptions in services due to reasons beyond the Licensor's control, including but not limited to software glitches, mechanical breakdowns, power outages, strikes, or termination of the Licensor’s interest in the building.

b. The Licensor is not responsible for the actions or services provided by third parties, including delays or failures in communication, courier, postal services, or any other third-party systems.

c. The Licensor is not responsible for the actions or services provided by third parties, including delays or failures in communication, courier, postal services, or any other third-party systems.

d. The Licensor shall not be held liable for any losses arising from natural disasters, acts of God, riots, explosions, war, terrorism, government actions, or any other circumstances beyond its reasonable control.

e. The Licensee agrees to indemnify and hold harmless the Licensor against any claims, damages, or losses arising from the Licensee’s use of the Demised Premises or breach of this Agreement, including but not limited to legal costs incurred in defending such claims.

f. In the event of any failure by the Licensee to comply with its obligations under this Agreement, the Agreement may be terminated, and the Licensor shall not be liable for any resulting losses.

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III. Confidentiality

a. The Licensee acknowledges that, during the term of this Agreement and in the course of using the services, it may come into possession of or become aware of confidential information belonging to the Licensor ("Confidential Information"). The Licensee agrees to treat such information with at least the same care as its own confidential information, but in no case with less than reasonable care. The Licensee shall use the Confidential Information solely for the purposes of this Agreement and shall not disclose it to any third party without the Licensor's prior written consent, unless required by law.

b. The Licensor acknowledges that it may come into possession of or learn confidential information related to the Licensee's business. The Licensor agrees to treat such information with at least reasonable care and to avoid unauthorized disclosure. The Licensor shall use the Licensee's Confidential Information only for purposes related to the Agreement.

c. Each Party agrees that it shall use the Confidential Information of the other Party solely for the purpose of performing its obligations or exercising its rights under this Agreement. Neither Party shall use the Confidential Information for any purpose outside the scope of this Agreement, including but not limited to personal or competitive use.

d. In the event the Licensor transfers its business, or a segment of its business that provides services to the Licensee, the Licensor is authorized to transfer all user data, including the Licensee's Confidential Information, to its successor entity. The Licensee's rights and obligations concerning the use of such Confidential Information shall continue to apply with the successor.

e. Any unauthorized disclosure or use of Confidential Information by the receiving Party in violation of this clause shall entitle the disclosing Party to seek injunctive relief, damages, or other legal remedies available under applicable law.

f. The obligations of confidentiality under this Agreement shall survive the termination or expiration of this Agreement and continue for the longer of the period during which the Confidential Information remains confidential and proprietary.

IV. Dispute Resolution

In the event of any dispute or difference arising between the Parties out of or relating to this Agreement, the Parties shall attempt to resolve the same amicably through negotiations. If such negotiations fail, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed mutually by the Parties, and the venue of arbitration shall be Gurugram, Haryana.

V. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of India. The courts in Gurugram, Haryana shall have exclusive jurisdiction over any claims or matters arising under this Agreement.

Notwithstanding the existence of any disputes or any legal proceedings, the Licensee shall continue to pay Rent and other amounts reserved hereunder, and shall comply with all other terms and conditions of this Agreement, so long as the Licensee remains in occupation and use of the Demised Premises.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their hands on the day and year first hereinabove written.

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LICENSOR	**LICENSEE**
For M/s Livance Management Private Limited	For
Authorized Signatory	**Authorized Signatory/Director**
Name: Mr. Tanuj Yadav	Name:
DIN: 11265551	
Date:	Date:

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WITNESS 1

Name:

Mobile Number:

Signature :

WITNESS 2

Name:

Mobile Number:

Signature :

KYC - Member / Licensee Name

Mr. Hemant Kumar Pathak

Witnesses
KYC