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Government of Karnataka

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Certificate Issued Date

07-Oct-2023 03:04 PM

Account Reference

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Unique Doc. Reference

SUBIN-KAKAGCSL0887712710002911V

Purchased by

TRAVEL FOOD SERVICES PVT LTD

Description of Document

Article 12 Bond

Description

AGREEMENT FOR LEAVE AND LICENCE AND RENTAL

AGREEMENT FOR WARE HOUSE

Consideration Price (Rs.)

(Zero)

First Party

SRI MURTHY T P

Second Party

TRAVEL FOOD SERVICES PVT LTD

Stamp Duty Paid By

TRAVEL FOOD SERVICES PVT LTD

Stamp Duty Amount(Rs.)

500

(Five Hundred only)







COVIRMMENT OF KARMATAKA GOVERNMENT OF KARMATAKA GOVERNMENT

Please write or type below this line

AGREEMENT FOR LEAVE AND LICENSE

This Agreement is made and entered into at Bengaluru, on this 7th day of October ,2023

BETWEEN

Sri Murthy T P, 53 years of age, Occupation: FARMER, residing at Thotadamane, Tharabarahalli, Chikajala, Bangalore, 562157, having PAN Card No. AYPPP6548P Aadhaar No. 437496105572 hereinafter referred to as "Licensor" (which expression shall so far as context admits be deemed to mean and include its legal heirs, legal representatives, administrators, successors and assigns) of THE FIRST PART.

Statutory Alert:

The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

2 The onus of checking the legitimacy is on the users of the certificate

3. In case of any discrepancy please inform the Competent Authority.

24 KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT

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The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು This sheet can be used for any document

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AND

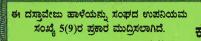
Travel Food Services Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Block A, South Wing, 1st Floor, Shiv Sagar Estate, Worli, Mumbai- 400018, duly represented herein by its Director Mr. Gaurav Dewan, hereinafter referred to and called as "The Licensee", (which expression shall unless it be repugnant to the context or meaning thereof includes their executors, administrators, official liquidators and permitted assigns) OF THE SECOND PART.

The Licensor and the Licensee individually referred to as the "Party" and collectively as "Parties".

WHEREAS:

- A. The Licensor is the sole and absolute owner and as such is seized and in possession of a commercial area of admeasuring 2800 sq. feet, super built up area situated at GroundFloor, Survey. No. 14, measuring 1 Acre 3 Guntas, situated at Tarabana Village, Jala Hobli, Bangalore North Taluk, hereinafter referred to as the "Licensed Premises", forthe sake of brevity, more particularly described in SCHEDULE I.
- B. The Licensor represents to the Licensee that, it has constructed the Licensed Premisesafter obtaining all the applicable statutory permissions and sanctions from the concerned departments and further represents that it has the right to grant the LicensedPremises on Leave and License basis to third party/s to enable them to utilise the samefor warehouse and storage purpose.
- C. The Licensor has represented that it the lawful owner and has all valid title, permits licenses and permissions pertaining to the Licensed Premises.
- **D.** The Licensor has represented that all the legal heirs of the Licensor have granted their No Objection to the Licensor vide NOC letter dated 23rd August, 2023, permitting andauthorizing the Licensor to provide the warehouse on lease/ leave





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- E. Relying upon the aforesaid representations of the Licensor, the Licensee has agreed totake the Licensed Premises on Leave and License, for warehouse and storage purpose on the terms and conditions set out hereunder.
- **F.** The Licensor has represented that it the lawful owner and has all valid title, permits licenses and permissions pertaining to the Licensed Premises.
- **G.** The Licensor has represented that all the legal heirs of the Licensor have granted their No Objection to the Licensor vide NOC letter dated 23rd August, 2023, permitting andauthorizing the Licensor to provide the warehouse on lease/ leave and license basis to the Licensee.
- H. Relying upon the aforesaid representations of the Licensor, the Licensee has agreed totake the Licensed Premises on Leave and License, for warehouse and storage purpose on the terms and conditions set out hereunder.
- I. The Licensor has represented that it the lawful owner and has all valid title, permits licenses and permissions pertaining to the Licensed Premises.
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- **K.** Relying upon the aforesaid representations of the Licensor, the Licensee has agreed totake the Licensed Premises on Leave and License, for warehouse and storage purpose on the terms and conditions set out hereunder.







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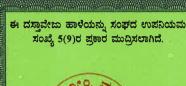
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- T Relying upon the aforesaid representations of the Licensor, the Licensee has agreed to take the Licensed Premises on Leave and License, for warehouse and storage purposeon the terms and conditions set out hereunder.





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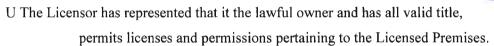
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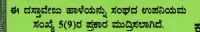
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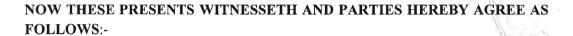
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1. Term of License:

The Licensor hereby allow the Licensee to use the **Licensed Premises** on license basis for a total period of 33 months starting from 5^r October, 2023 and expiring on 30th June, 2026 unless terminated earlier by the Licensee per the terms herein ("Term"). The entire term shall be subject to lock in for the Licensor.

2. Fit Out Period:

- a. The Licensor has provided to the Licensee a period of 15 (fifteen) days from the date of execution of this Agreement as the "License Fees Free Fit Out Period" in orderthat the Licensee may have access to the Licensed Premises to carry out the activities as enlisted in this clause 3. The Licensee shall not be liable to pay any License Feesto the Licensor during this License Fees Free Fit out Period, and the said payment of License Fees shall commence only after the expiry of the License Fees Free Fit out Period or commencement of Licensee's business ("License Fees Commencement Date") whichever is earlier.
- b. The Fit-Outs shall be carried out by the Licensee in accordance with the laws, rulesand regulations in the Licensed Premises. The Licensee shall from the Commencement Date ("Commencement Date shall be date of execution of this Agreement") commence the Fit-Outs as agreed between the Parties.
- c. The Licensor agree to assist the Licensee to obtain all statutory clearances/approvals, if required, from any appropriate authority for carrying out of any repairs, renovations or changes in the Licensed Premises that may be required to be done bythe Licensee for its business requirements. The Licensor shall obtain at its own costand expense all the necessary approvals and sanctions including plan approvals from the concerned authorities as may be required for the purpose of the Licensee to carryout its Fit-Outs as per the Fit-Outs plan provided by the Licensee to the Licensor.
- d. The Licensee will have absolute liberty and discretion to appoint vendors and suppliers and contractors who will implement and execute the said Fit-Outs in the Licensed Premises. The cost of Fit-Outs shall be borne by the Licensee. It is expressly agreed that the Fit-Outs shall remain the property of the Licensee and in the event of early termination or expiry of the term of the License; the Licensee at its own costs shall remove all Fit-Outs from the Licensed Premises





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A. License Fees:-

In consideration of the Licensor granting the License, the Licensee shall pay to the Licensor a monthly License Fees of Rs. 65,000 (Rupees Sixty Five Thousand only) plus applicable GST, hereinafter called as ("License Fees") during the initial 11 months of the Term from the License Fees Commencement Date. The Licensee hasagreed to pay the License fees as agreed between the parties as mentioned below in the name of Sri Murthy TP being the owner of the said Property The Licence fees for the Licensed Premises shall escalate by 5% (Five percent) aftercompletion of each term of 11 months during the Term of the Licence.

A. Interest Free Refundable Security Deposit

An interest free Security Deposit amounting to Rs. 3,00,000 (Rupees Three Lakhs only) hereinafter called as "Interest Free Refundable Security Deposit" has been paid by the Licensee to the Licensor at the time of the execution and registration, solely for the purpose of ensuring performance of its obligations under this Agreement.

- a. The Security Deposit shall remain deposited with the Licensor throughout The License Term, and the Interest Free Refundable Security Deposit for the Licenced Premises will be returned by the Licensor to the Licensee simultaneously with the Licensee handing over to the Licensor peaceful and vacant possession of the Licensed Premises, after deduction of any arrears/dues towards any non-payment of bills or any other charges payable by the Licensee.
- b. In the event of any delay or default on the part of the Licensor to refund the Interest Free Refundable Security Deposit in terms of the provisions of this Agreement in spite of the Licensee being ready and willing to handover vacant charge and peaceful occupation of the Licensed Premises to the Licensor, the Licensee shall, without prejudice to any of its other rights available under law to recover the Interest Free Refundable Security Deposit, be entitled to receive from the Licensor interest @ 18% per year from the date



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of default until the date of receipt, on the amount of the Interest Free Refundable Security Deposit due and payable. In such a scenario, the Licensee shall be entitled to retain the occupation of the Licensed Premises and use the same without payment of any License Fees to the Licensor.

c. Notwithstanding what is stated herein and/or in any other Agreement or document it is further agreed that the Licensor will furnish an acknowledgement of the receipt of the said Interest Free Security Deposit amount transferred to the Licensor and a copy of such acknowledgement shall be passed on to the Licensee.

There shall be no increase in interest free refundable security deposit during the entire Term of the Licence or any renewal thereof.

4. Invoice Clause for License Fees:

The Licensor shall ensure to raise the invoice including the Goods and Services Tax (GST) amount related to the License Fees on or before the 1st (first) day of each calendar month to the Licensee during the License Term. In case of discrepancy in input credit at GST network noticed by the Licensee, the Licensee shall solely reserve the right to recover the amount of GST from the Licensor.

The License Fees shall be paid subject to deduction of tax at source, if any, at the prevailing rates.

5. Payment Terms:

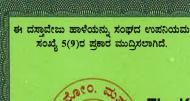
The Licensee shall pay the above mentioned monthly License Fees and maintenance charges on or before 10th (tenth) day of every month by way of DD/Cheque payable/RTGS as may be agreed between the Licensor and the Licensee.

6. Property Tax & Other Taxes:

Property tax/ or any other taxes with respect to the Licensed Premises shall be paid by the Licensor.



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- a. Licensor shall separately install an electricity meter board for the Licensed Premises and thereby Licensor shall pay electricity charges to the Electricity Board and the Licensee shall reimburse the electricity charges at actuals to the Licensor.
- b. Licensor has a 24*7 bore well water facility in the Licensed Premises, for which the Licensee shall pay Rs. 500 per month to the Licensee.
- c. The Licensor shall pay promptly all maintenance charges as mentioned in clause 4 as demanded by the Housing Society of the building/complex, for the upkeep and maintenance of the building/complex.

8. Other License Terms: -

- a. The Licensor agrees and acknowledges that from the date of execution of this Agreement, the Licensee shall be entitled to the peaceful use and occupation of the Licensed Premises, without any obstruction from the licensor.
- b. The Licensee shall have an exclusive right to use and occupy the said Licensed Premises 24 x 7 during the Term of the License and 365 days a year. The Licensee shall have access at all times to the Licensed Premises during the Term and shall use the Licensed Premises for the purpose of its business as may be permissible in law and not for any other purposes. The Licensee alone shall be responsible for obtaining all such sanctions, permissions, approvals and licenses as may be required by any law in force for the time being for carrying on such business at or from the Licensed Premises. The Licensor agree to provide any no objection/consent letters as may be required and necessary for the purpose of applying for/obtaining any such Licenses and permits. The Licensor has already obtained all the necessary sanction permissions and approvals for the Licensed Premises.







c. The Licensee shall have the right to improve the **Licensed** Premises to suit its requirement without causing any structural change to the said **Licensed** Premises and without violating any regulations.

9. Termination:

- a. Only Licensee shall be entitled to terminate this Agreement by issuing a 30 (thirty) days written notice to the Licensor.
- b. At any point in time during the period of Agreement, if it is found by the Licensee that, the Licensor has not obtained necessary approvals/ sanctions in respect of the Licensed Premises or the same have expired or the title of the Licensor is not clear or the Licensor has breached any third party agreement/violated provisions of any Act, or regulation/applicable law and such a breach or violation has adverse impact on the Licensed possession, use & occupation of the breach/misrepresentation of the covenants under clause 10, by the Licensee, the Licensee shall issue a notice in writing to the Licensor of 30 (thirty) days. If the Licensor fails to cure or remedy the said breach / violation, then in that event, the Licensee shall have the right to terminate the Agreement forthwith and the Licensor shall refund the entire security deposit fortwith.

10. THE LICENSEE'S COVENANTS

The Licensee, to the intent that the obligations may continue throughout the term of the license, hereby covenants with the Licensor as follows:-

- a. To observe and perform all the terms, conditions, covenants and provisions of this Agreement to be observed and performed by the Licensee.
- b. To pay regularly the License fee hereby reserved at the time and in the manner aforesaid;
- c. To recognize and not in any manner prejudice the right of the Licensor and their agents and all persons authorized by them, at all reasonable time with 24 hours prior notice, accompanied by an employee of the Licensee to visit and inspect the Licensed Premises, or any part thereof to examine the state and condition of the Licensed Premises and/or to







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execute or to do any repairs or work for which the Licensor are liable under the covenants herein contained and /or with a view to satisfying itself about the compliance of the terms and conditions of this Agreement by the Licensee, subject to the Licensee's reasonable security procedures.

- d. To use the Licensed Premises only for its business and not for any other purpose.
- e. Not to do or suffer to be done in the Licensed Premises any act, Agreement, matter or thing which may cause or is likely to cause nuisance or annoyance to the other occupiers of the building or the occupiers of the neighboring premises.
- f. To use the Licensed Premises with due care and caution and keep the same in good and tenantable condition and not to make any structural alterations to the Licensed Premises
 - without the express written permission of the Licensor which permission shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.
- g. Not to store any hazardous or inflammable articles in the Licensed Premises or to carry on in the Licensed Premises any illegal activity. Not to do or omit or suffer to be done anything, whereby the rights of the Licensor in respect of the Licensed Premises or any part thereof are prejudiced or adversely affected.
- h. Shall not allow any of their Employee's to use /occupy or sit in the Drive Ways which may cause hindrance or hardships to the commuters.
- i. Shall have door/opening from interior side of the Licensed Premises or the same shall be in form of Sliding type, which shall be kept closed when not in use.
- i. Licensee shall be responsible to keep the Licensed Premises clean.

11. LICENSOR COVENANTS

The Licensor to the intent that the obligations may continue throughout the term of the License, hereby covenant with the Licensee as under:-

- a. The Licensor has absolute right, title and interest in the Licensed Premises and the title of the Licensed Premises is absolutely legal, marketable and free from any claim, dispute, encumbrance, mortgage, etc. and litigation or acquisition proceedings by the Government and further there is no order of any Court of Law preventing the Licensor in dealing with the Licensed Premises;
- b. No notice of any claim, has been received till date in respect of the Licensed Premises;



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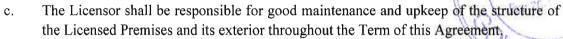
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ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು This sheet can be used for any document

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- d. The Licensor have duly paid all rates, taxes, duties, assessments and other outgoings, Central, State assessed, charged, imposed, levied or payable in respect of the Licensed Premises to the concerned authorities and also duly paid the electricity charges, water charges, etc. in respect thereof.
- e. The Licensed Premises is located within the building which has been constructed after obtaining all requisite sanctions, approvals and permissions, as required under applicable laws (for construction, occupation and use of the said Building), have been duly obtained. The Licensed Premises is fit to be occupied and used by the Licensee for its business.
- f. That the Licensee shall be allowed to peacefully use and enjoy the Licence Premises during the term of the said License, without any interference from the Licensor or any person claiming under, through or in trust for the Licensor.
- g. To be responsible for and at its cost to carry out or cause to be carried out all major and structural repairs to the Licensed Premises if so required save and except such repairs as may become necessary due to any action or default on the part of the Licensee.
- h. To permit the Licensee, subject to requisite consents /permissions if any from the Society and/or the authorities concerned and which permissions Licensor shall obtain, to redecorate the Licensed Premises and to put up cabins, partitions, other appliances including Air-conditioning units or package unit and amenities
- I. To permit the Licensee to place its name boards/signage at the front façade of the Premises exclusively free of cost. For any other signage other than the space provided by the Licensor, the Licensee would take an approval from the Licensor and allocation of signage space would be at the sole discretion of the Licensor. All municipal/panchayat charges and other charges of fabrication and erection of structure and other associated charges for the signage will be payable by the Licensee. Any permission / N.O.C, if required shall be obtained by the Licensee and Licensor agrees to provide all the support and requisite document.
- j. To pay all the present and future, taxes, impositions, outgoings, property taxes and other taxes, duties, charges, rates and levies in respect of the Licensed Premises including all increases, if any, payable to the Municipal / Corporation/Panchayat or any other body or authority in terms of the provisions of Clause 7 of this Agreement. The Licensor hereby agree to indemnify or reimburse the Licensee against any claim or demand arising on





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account of non-payment by the Licensor of any amounts, costs, expenses, charges, levies, services / structural repair etc. which the Licensor are required to pay under this Agreement or any other to any authority whatsoever. Further in the event of such non-payment of charges/dues/non-discharge of liabilities and the resultant disruption in the peaceful possession and enjoyment of premises, the Licensee shall reserve the right to terminate the Agreement by giving a notice period of 30 (thirty) days to the Licensor.

- k. The Licensor shall not during the term of the license be entitled to create any mortgage, charge, or otherwise offer as security the Licensed Premises for the purpose of any loan or obtaining any financial facility from any party including bank, financial institution or finance company so as to adversely affect the rights of the Licensee under this Agreement in any manner whatsoever .If any mortgage, charge or other security is created the same shall be informed to the Licensee and shall always be subject to the rights of the Licensee under this Agreement.
- 1. The Licensor has a valid title to the Licensed Premises free from all encumbrances, claims, reasonable doubts and for this purpose shall produce necessary title documents, permissions, sanctions and approvals from all authorities including the Municipal Corporation/Village Panchayat.
- m. The Licensor affirms that the Licensee shall be at liberty to publish or cause to be published any advertisement or any other literature (trade or otherwise) or print any stationery showing the address of the said Licensed Premises (provided such literature should not be defamatory and against the moral turpitude).
- n. The Licensor shall approach the Maintenance Committee to take all preventive and curative steps to affect all external repairs to the Licensed Premises. The Licensee, however, accepts that during the term of the License, the Licensee shall be obligated to maintain the Licensed Premises in the state in which the Licensee received the Licensed Premises from the Licensor, reasonable wear and tear excepted.
- o. The Licensor shall have no objection to the Licensee installing / applying for such electronic equipment as telephone /telex/email/fax connections in the name of the Licensee at the Licensed Premises.







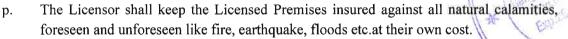
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- q. Licensor ensures that there will be 24 hours water supply in the Licensed Premises.
- r. The Licensor shall ensure that they shall observe and perform all terms, conditions, rules, regulations and by laws in connection with the Licenced Premises and their ownership thereof so as to not jeopardize the interest of the Licensee to use the Licenced Premises on the terms herein and further keep indemnified the Licensee against any loss due to any breach or non-observance by the Licensor as aforesaid.
- s. The Licensor hereby agrees and confirms that any/all the repair work required to be done for the Licensed Premises shall be done by the Licensor on an immediate basis by the Licensee at the cost of the Licensor.
- t. The Licensor hereby represents and warrant that the Licenced Premises is the absolute property of the Licensor and that no other person or party has any adverse right, title or interest thereto and that the same are not subject matter of any order of attachment or other prohibition order or prior of sale / Licence preventing the Licensor from allowing the Licensee to use and occupy the Licenced Premises on a Licence basis.
- 12. Each party represents and warrants to the other that all approvals, consents and permissions as are required for entering into this Agreement have been obtained and that the person who has signed this on its behalf has been duly authorised and empowered to do so.
- 13. The Licence hereby granted is personal to the Licensee and the same is not transferable. Provided, however, that the Licensor may allow the Licensee's fully own subsidiary or associated company/affiliates to use the Licensed Premises during the Term of this Agreement provided further, however, that notwithstanding the use of the Licensed Premises by the Licensee's subsidiary, the Licensee shall continue to be liable to fulfil all its obligations under this Agreement. In the event, the Licensee pursuant to the provisions herein, permit any of its Subsidiary use of the Licensed Premises, then the Licensee shall inform the Licensor in writing within 7 (seven) days of allowing such use of the Licensed Premises.
- 14. During the Term of this Agreement, the Licensor shall be at liberty to sell, transfer, or otherwise dispose of their right, title or interest in the Licensed Premises and the incidental right attached thereto in respect of the Licensed Premises or any part or parts.





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5. marcol, PROVIDED HOWEVER THAT in the event of the Licensor desiring to

sell, transfer or otherwise dispose of the right, title, interest in the said Licensed Premises and the incidental right attached thereto in respect of the Licensed Premises, then in such anevent the Licensor shall obtain a proper and unconditional writing from the proposed transferee, accepting, recognizing and acknowledging the permission granted to the Licensee for the use of the Licensed Premises under the terms of this Agreement. Similarly, the Licensee hereby unconditionally undertakes. assures and agrees that it shall sign and execute such documents and writings as may be necessary in favour of the proposed Transferee, to establish a contractual relationship between the proposed. Transferee and the Licensee for the use of the Licensed Premises for the unexpired period of this Agreement on the same terms and conditions contained in this Agreement so that the Licensee shall fulfill all its obligations under this Agreement (including but not limited to the payment of License Fees herein reserved) for the use of the Licensed Premises. The Transferee thereof shall assume the responsibility of the deposit/service charges/maintenance or any other money outstanding with the Licensor. In case of transfer of the Licensed Premises by the Licensor to any third person or more than one person including the assignment of the rights under this Agreement, then in that event the rights of the Licensee hereunder shall remain unaffected and shall be subject to the same terms and conditions as contained herein. The Licensor shall ensure that the Licensee's right in this Agreement are not affected in any manner related to the transferof the Licensed Premises to any third person. It is agreed between the Parties hereto thatall costs, stamp duty, registration charges etc. to be paid in respect of such attornment shall be paid by the Licensor or new owner and the Licensee shall not be liable for such expenses or any part thereof, under any circumstances whatsoever.

16. The Licensor hereby agree to indemnify, keep indemnified and hold harmless, the Licensee against all claims, actual losses, reasonable damages, costs, expenses, due to any Government action, proceedings or litigation for any reason on account of infirmity or defect in the title, statutory requirements for the property that would prevent the Licensee from peaceful occupation of the Licensed Premises.

Further, Licensor shall indemnify against all claims, actual losses, reasonable damages, costs, expenses, Licensee if there is any misrepresentation and/or breach of any of the obligation of the Licensor. Licensor shall hold harmless and keep fully indemnified the Licensee against any claim made against them by third parties in respect of the Licensed Premises or any loss occasioned to them by any act, Agreement, thing or omission on the





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part of the bicensorar any neasons claiming through the bicensor.

If the Licensee suffers or be exposed to any loss, prosecution, expenses and/or liability due to any representations, covenants, and/or undertaking of the Licensor herein given, being incorrect, false and/or breached, the Licensor shall fully indemnify and hold harmless the Licensee against all such losses, costs, expenses, prosecution and liabilities including the refurbished/renovation costs and expenses.

- 17. All outgoings towards the Stamp duty and registration charges in respect of this Agreement shall be borne by the Parties equally.
- 18. The Licensor shall comply with the internal policies of the Company as stated under ssp-supplier-code-of-conduct-2023 final.pdf (foodtravelexperts.com)
- 19. The Licensor shall indemnify the Licensee for all the costs, damages, claims and / ordemands that may arise on account of breach of the terms hereof. The Licensor shall indemnify the Licensee for all the costs, damages, claims and /or demands that the Licensee will suffer and incur as a result of misrepresentation or any dispute on title of the property or non-compliance of statutory law applicable in relation to the Licensed Premises.
- 20. All questions, disputes, differences, and claims whatsoever which shall at any time arisebetween the parties hereto or their respective representatives or any of them in relation to this Agreement and the subject matter hereof shall be subject to the jurisdiction of thecourts in Bengaluru. The Licensee agrees and undertakes to ensure compliance with all applicable laws in force within the state of Bengaluru in connection with the License of the Licensed Premises and for the operation of the business therefrom.
 - 21. If during the Term of this License, the Licensed Premises or any part thereof are Compulsorily acquired or requisitioned by the Government or by any Government body or authority under any law for the time being in force and the Licensee, pursuant Theretobeing required to remove itself, its employees, agents, servants, officers, executives and each one of them from the Licensed Premises then, in such event, the License hereby
- 22. granted shall automatically determine and thereupon the Licensee shall forthwith peacefully remove itself, its servants, employees, agents, officers, executives and each one of them and its / their movable articles, movable belongings, things and effects from the Licensed Premises and the Licensor shall simultaneously immediately refund to the Licensee, the Security Deposit post deduction of such the
- 23. date of execution of this Agreement, the Licensor is not aware of any intended







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Compulsory Acquisition nor has been served any Compulsory Acquisition Notice

- 24. If at any time during the Term of the Agreement, the Licensed Premises or any part thereof shall be destroyed or damaged by fire, tempest, earthquake, flood, enemy war, civil commotion or other irresistible force so as to become unfit for occupation and use due to any cause not attributable directly or indirectly to the Licensee, their employees, contractors, servants, agents, visitors or customers then in that event, the Licensee shall not be liable to pay License Fees until the Licensed Premises is again rendered fit for useand occupation by the Licensor provided that in the event of the entire Licensed Premisesremaining unfit for use for the purpose for which the same has been granted for a continuous period of 2 (Two) months, then in such event, the Licensee shall not be liableto pay the License Fee or charges to the Licensor for such period and the Licensee shallalso be entitled to terminate this Agreement forthwith by giving a written notice to the Licensor after the expiry of said 2 (two) months if the property remains unfit for use.
- 25. Any notice or other communication of like nature that may be given by one party to the other shall always be in writing and shall be served by hand delivery/ registered email/ or sent by Registered Post with acknowledgement due at the respective.
- 26. Addresses set out herein below or at such other address as may be subsequently intimated by one party to the other in writing as set out herein. Any such communication shall be deemed to havebeen served when sent by Registered Post when the same is actually received by the addressee. There shall be deemed acceptance of the communication in case of refusal/evasion of service of the communication.

The Licensor and the Licensee's address for the purpose of service of any notice under

These are the same as mentioned herein below:

For Licensor:

Name: Sri T.P. Murthy

Address: No.1, Near Royal Lotus view resort, Tharabanahalli, chickajala post,

Bangalore North - 562157

E-mail Id:- harshagowda2610@gmail.com

For Licensee: Travel Food Services Private Limited

Mr. Gaurav Dewan

Email Id:- Gaurav.dewan@travelfoodservices.com





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7 During the term of this Agreement Licensor shall be exposed to information including but not lusticed to information concerning the Licensee's products/services practices.

business strategies, etc. which are confidential and proprietary information and not generally known to the public ("Confidential Information"). Licensor hereby agree that during and after the term of this Agreement, it shall not use or disclose whether orally orin writing to any third party any Confidential Information without prior written consent of the Licensee any Confidential Information including the terms and conditions of this Agreement.

- 28 If any provision of this Agreement is held for any reason to be invalid or unenforceable the remaining provisions of this Agreement will be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive a Party of a material benefit, in which case the Agreement shall immediately terminate, the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the Parties' intention underlying the invalid or unenforceable provision.
- 29 This Agreement, schedules and the annexures attached to this Agreement together with all the documents and agreements to be executed pursuant thereto constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.
- 30 It is hereby clarified and agreed that this Agreement supersedes all previous arrangements/agreements/understandings and representations, written and oral between the parties hereto and that this Agreement shall alone govern the rights and obligations of the parties hereto.
- 31 No provision of this Agreement shall be construed so as to constitute to create any partnership, joint venture or similar relationship or either Party as the legal representative agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in thename of, or on behalf of the other Party.
- 32 This Agreement shall not be amended, altered or modified except by an instrument in writing and signed by both the Parties. Where the amendment, alteration, modification isdone by e-mail or fax or any other recognized mode (whether electronic, digital or optic), the same shall immediately thereof be reduced in writing and signed by both the Parties

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- 33 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - 1. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Agreement;
 - 2. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - 3. Shall not affect the validity or enforceability of the Agreement in any manner.
- 34 This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements whether written or oral between the Parties with respect thereto.



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SCHEDULE NO. I (DESCRIPTION OF THE SAID PROPERTY)

All that Piece and Parcel of admeasuring built up area <u>2800 sq.</u>Ft.on Ground Floor Of the RCC building situatedaed Tharabanahalli village Jala Hobli, , in the district of Banagalore North Taluk (Metropolitan), which isbounded as:

North -Govt Road 60feet

South -vacant Land belongs to papamma

East -Naredrababu house

West -30feet Pvt Road

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned.

SIGNED & DELIVERED BY WITHINNAMED

SIGNED AND DELIVERED

By the within-named licensee

FOR AND ON BEHALF OF

TRAVEL FOOD SERVICES PRIVATE LIMITED

MR.GAURAY DEWAN

(CHIEF OPERATING OFFICER)

SIGNED BY TP MURTHY

WETHY HURTHY, 74 7/10/2023

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Acknowledgment of Interest-Free Security Deposit

Acknowledged to have received of and from the within-named Licensee a sum of Rs. 3, 00,000 (Rupees Three lakh onlyreceived upon execution hereof Vide online transfer/ RTGS/ NEFT As and by way of Interest-Free **SecurityDeposit**

We say received,

For Sri TP Murthy

Mig P MURTHY. TA 7/10/2003

Witnesses:

Hereunder.

T. A. W. TEGTION

1.

2.

SWORN TO BEFORE ME

Adv - tale & Notary, Sov& of India faluk Office Road,

Devanahalii Town & Taluk

Bengaluru Rural District-582110.

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