

This SHOP IN SHOP Agreement ('AGREEMENT') is entered into on 01.07.2024 at Reliance Corporate Park, Thane Belapur Road, Ghansoli, Navi Mumbai between:

The Company **Reliance Retail Limited** and the Retailer **Mahachai Private Limited**, a Private Limited Company concern through its PAN No: AANCM5897K & GST NO: 27AANCM5897K1ZH having its registered office address at Plot No 2010, Flat No 201, Siddhivinayak Apartment, IT Park Road, Nagpur, Maharashtra - 440022 for the purpose of conduct of the Permitted Business by the Retailer from the area designated by Company at the Store, detailed in Annexure I, in accordance with the terms and conditions set out herein.

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Definitions and Principles of Interpretation: -

Definitions. In this Agreement, unless the context or meaning otherwise requires, the following terms shall have the meanings set out below:

1. Agreement means this Agreement, together with its Annexure I, as may be amended, supplemented or restated from time to time in accordance with the provisions of this Agreement.
2. Business means the business as defined in Annexure I.
3. Company shall have the meaning ascribed to it in Annexure I.
4. Company Group means Company and affiliated entities
5. Date of Execution means the date of execution of this Agreement.
6. Default Interest shall mean 18% per annum from the date of default as aforesaid mentioned.
7. Designated Area shall mean as mentioned in the Annexure I.
8. Effective Date shall mean the date of handover of the Designated Area.
9. Good Industry Practice means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a skilled, experienced, recognized and reputed entity engaged in the same type of undertaking as the Retailer under similar circumstances and acting generally in accordance with applicable laws, codes and industry standards.
10. Net Sales :- shall mean and include all gross revenue of the Retailer through collections and receipts from all transactions of every kind generated by the Retailer in the Designated Area, in cash, credit, installments or barter and shall include without limitation: sale of goods and/ or services, orders in advance for goods and/ or services to be delivered in future, mail orders, catalogue orders, any ancillary services, tangible or intangible, bought out items, commissionaires & concessionaires, outsourcing of services and/ or goods to be sold by a third party, proceeds from advertisements or sponsorships or any other

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source of collections from the Designated Area. However, these proceeds, collections and receipts would exclude refunds, rebates and discounts of a similar nature, given, paid or returned in the course of business and will also exclude VAT payable by the Retailer.

11. Lock-in Period means the minimum tenure/period set out in Annexure I, before which the Retailer cannot terminate this agreement.
12. Party means individually Company or Retailer, as the case may be, and Parties means collectively Company and Retailer.
13. Security Deposit means the amount set out in Annexure I
14. Scope of Work means as per Schedule I
15. Store means the Store described in Annexure I.
16. Store Protocol means the protocol set out by the Company.
17. Term shall have the meaning ascribed to it in Annexure I.
18. Retailer shall have the meaning ascribed to it in Annexure I.

Now therefore, Parties agree as follows:

1. Principles of Interpretation.

The following principles shall be applied to interpret this Agreement:

- 1.1 References to the words “include” and “including” shall be construed without limitation.
- 1.2 Annexure I annexed to this Agreement, and the Mall/Store rules and guidelines, form an integral part of this Agreement and will be of full force and effect as though they were expressly set out in the body of the Agreement.
- 1.3 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this Agreement and not to any particular clause of this Agreement. The term clause means and refers to the clause of this Agreement so specified.

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2. Conduct of Business for Retailer: -

- 2.1 In consideration for timely payment of amounts by the Retailer, and subject to the Retailer being in compliance with all its obligations and representations hereunder, Company agrees to provide the Retailer reasonable access to the Mall/Store for the limited purpose of allowing the Retailer to conduct (at the Retailer's sole risk, cost and expense) its Business at a Designated Area, in accordance with this Agreement.
- 2.2 That Company may at any time and from time to time in its sole discretion require the Retailer to relocate to any space within the Mall/Store and allocate a Designated Area, at its discretion. Upon receipt of such notice, the Retailer shall, without demur or protest, relocate to such other location to the extent and on or by the date stipulated in the notice.
- 2.3 The Retailer shall conduct its Business only under the name and from the Designated Area as mentioned in Annexure I. The Retailer shall not use the name, service marks, trademarks or any proprietary marks of the Company for any purpose, whatsoever.
- 2.4 That Company may at any time and from time to time and/or on receipt of any notice or communication from the statutory or government authorities or the Landlord to shut down the operations in its sole discretion require the Retailer to shut down the operations from the Designated Area. Upon receipt of such notice, the Retailer shall, without demur or protest, shut down the operations, to the extent and on or by the date stipulated in the notice or as intimated by the Company
- 2.5 The Retailer shall only run his Permitted business (as defined in Annexure I) and more specifically defined in Annexure I hereto. He shall only sell the items as listed in Annexure I and no other item shall be permitted to be sold or no other activity shall be permitted from the Designated Premises, without prior written approval from the Company.
- 2.6 The Retailer has obtained its FSSI license to sell food items under Food safety and standards act 2006 along with its rules & regulations. A copy of such FSSAI license is attached as Annexure II hereto.

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3. **REPRESENTATION, WARRANTIES and COVENANTS of the RETAILER: -**

The Retailer represents and warrants that, at all times during the Term:-

1. it is a legal entity duly formed and validly existing under the laws of India.
2. it has full power and absolute authority to execute and deliver this agreement and to perform all its duties, obligations and responsibilities arising hereunder.
3. this Agreement shall constitute its valid and legally binding obligations, enforceable in accordance with its terms.
4. the execution of this Agreement and the delivery and performance of its duties, obligation and responsibilities hereunder does not and shall not conflict with, result in a breach of or default under applicable laws or any agreement or arrangement or understanding, written or oral, to which it is a party.
5. there are no claims, actions, suits, litigation, arbitration or other proceedings pending or threatened against it, which question the validity or enforceability of this Agreement or any of the transactions contemplated herein.
6. it is not subject to any bankruptcy proceedings in any jurisdiction and there are no circumstances which exist that would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.
7. it has requisite experience, knowledge, expertise, capability, infrastructure and resources necessary to effectively and properly conduct the Business in accordance with this Agreement.
8. the Business shall (a) conform to the highest standards and quality,(b) be performed in accordance with Good Industry Practices, (c) comply with the requirements prescribed in this Agreement and applicable laws, (d) conform with the quality norms if any stipulated by Company.
9. the products sold, offered for sale, displayed or exhibited for sale or any services offered by the Retailer at the Mall/Store shall not infringe the intellectual property rights of any third party and shall be of good quality. In no event Retailer shall sell any expired or deteriorated goods, products from the Designated Area.

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10. it is and will at all times during the Term be fully aware of and will comply with the Mall/Store rules, the Mall/Store manuals and other rules and guidelines of Company in respect of the Mall/Store.
11. it shall at all times during the Term have the right and interest to conduct its Business in the name and style set out in Annexure I.
12. each representation and warranty of Retailer set out in this Agreement is true and correct in all respects as on the date of this Agreement and Retailer shall ensure that all such representations and warranties remain true and correct at all times during the subsistence hereof.
13. the representations and warranties furnished by it are complete in all respects and do not contain any untrue statement of any fact; no omission has been made of any fact that is directly or indirectly connected with any of the representations or which makes any of the representations misleading; Retailer acknowledges that Company has executed this Agreement on the basis of, information provided to the Company, each of the aforesaid representations and warranties.
14. The Retailer acknowledges that Company has completed its Scope of Work as defined in Annexure I and any other works if required shall be done by the Retailer.
15. Retailer shall be solely responsible and liable in respect of any loss or damage or harm to its equipment, furniture, fixtures, fittings, materials and personnel at its Designated area or otherwise. The Retailer agrees that Company shall not be responsible or liable for any theft, loss, damage or destruction of any property of the Retailer, or for any bodily injury to the Retailer (if applicable), or its personnel, agents, servants or representatives from any cause whatsoever. The Retailer shall hold Company harmless against any such loss or damage or harm suffered by the Retailer, regardless of cause.
16. The Retailer shall commence its Fit-out works from the Designated Area from the Effective date and complete the same within the Fit-out period as defined in Annexure I.

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17. The Retailer hereby acknowledges that it shall be liable to pay Liquidated Damages as per Annexure I in the event of delay in commencement of Fit out Works or commencement of Business.
18. The Retailer further covenants that before selling the food items as per Annexure I, from the Designated Premises, it shall get such food items tested from a laboratory designated for such purpose, under the Food Safety and standard act, its rules and regulations and report of such food test shall be submitted to the Company prior to commencement of Business from the Designated Area. (clause applicable only incase where Permitted business is selling of Food and beverages)
19. The Retailer covenants and declares that it shall only conduct the Business as defined in Annexure I from the Designated Premises and no other activity shall be done. Retailer further covenants that it shall not carry out any activity of live cooking, from the Designated Premises.
20. Retailer shall follow the hygiene and sanitary practices as specified in the good and safety rules and regulations for the Designated Premises, employees, equipment's & utensils etc.
21. that Company may at any time and from time to time in its sole discretion:
 - i.) carry out any structural, non-structural, design, layout, fit out, repairs, alterations and / or improvements at or to the Mall/Store
 - ii.) make alterations to or to pull down, rebuild, redevelop or otherwise deal with or use the Mall/Store in any manner which may affect the Business.

Company shall not be required to take any consent of the Retailer in this regard. The Retailer shall assist and fully co-operate with Company in this regard and shall not raise any objection or dispute the carrying out of any such activity or make any claim on Company, regardless of its consequences.

22. Retailer shall carry out the Business efficiently in such a manner that it enhances the reputation and goodwill of the Mall/Store. The Retailer, acknowledges that inefficient or improper conduct of the Business may have an adverse impact on the reputation

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and goodwill of Company and other Retailers at the Mall/Store and the business at the Mall/Store.

23. Retailer shall not affix and / or exhibit any signage at the Mall/Store except at the designated area and as per the Mall/Store rules and manuals. However, the Retailer shall have the right to exhibit any signage for promoting its product at the designated area.
24. Retailer shall provide a list of electrical equipment used by it in the Designated Area in the Mall/Store. It is hereby agreed by the Retailer that no electrical equipment shall be used by Retailer without prior written permission from Company and any additional usage without prior written permission from Company shall amount to a Material Breach.
25. Retailer shall be responsible for garbage disposal to the designated points and cleanliness, hygiene and ambience of the area immediately around the Premises//Designated Area/.
26. Retailer shall, at its cost and expense and at all times abide by all rules and regulations formulated by the Company (including any amendments thereof) in respect of the said Mall/Store/Mall/Store and shall not, at any time, object to any changes or modifications made by the Company to the same.
27. Retailer shall not violate nor commit any breach of any law, notification, rules or regulations or similar legislation or executive requirement or demand, applicable to the conduct of Business and its use of the Designated Area. Retailer shall at all-time conduct Business as per Good Industry Practice and ensure that no consumer complaint of any nature whatsoever is received for or in respect of products sold by the Retailer or Business conducted by it from the Designated Area.
28. Retailer shall not alter, maim, injure or remove any of the principal or load bearing walls or floors of the Designated Area nor shall the Retailer make any alterations or additions of a structural nature to the Designated Area nor shall the Retailer carry out any works at the Designated Area which would require permission of any statutory authorities. The Retailer shall keep intact the pillars, beams, slabs, dividing walls, shop front, control zone as also the entrances and exits as presently configured. Without prejudice to the Company's other rights and remedies herein or in law, the Company may remove any

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alterations or additions and execute such works as may be necessary to regarding the Designated Area to its former state at the cost, expenses and risk of the Retailer.

29. Retailer further agrees that any changes / effects of a permanent nature, if any, installed in the Designated Area by the Retailer with due permissions from Company and which cannot be ordinarily removed without damaging the Designated Area or part thereof, shall belong to Company without payment of any costs or compensation on expiry of the Term or on sooner determination thereof and the Retailer agrees not to remove the same. The Retailer shall however, have the right, to remove temporary/removable decorations, improvements and renovations made and installed by the Retailer in the Designated Area and shall forthwith remove the same with its furniture and fixtures at its sole cost and expense without causing any damage to the Designated Area or any part thereof. In the event the Retailer fails to remove any such temporary/removable decorations, improvement, renovations, furniture and/or fixtures on or prior to the date of expiry or earlier determination of this Agreement, it shall be deemed that the Retailer has waived all of its rights, title and interests in such decorations, improvements and renovations, furniture and fixtures, in favour of Company without any charge and free of cost. The Company may, at its sole discretion, dispose of any such decorations, improvements and renovations, furniture and fixtures in the manner it deems fit at the sole cost and expense of the Retailer. If any structural damage is caused to the Designated Area as a result of such removal, then the Retailer shall at the Company's sole option either repair the same at its cost and expense, or reimburse all costs and expenses incurred or suffered by the Company for repairing the same.
30. Retailer shall at its costs, expense and risk, keep the Designated Area the furniture, fixtures and fittings in good and tenantable repair and condition, and shall be responsible to promptly undertake and complete all minor day to day repair work.
31. Retailer shall maintain the structural elevations of the Mall/Store in the same form and colour as the Company has constructed and not at any time to alter the said elevations in any manner whatsoever.
32. Retailer shall keep the Designated Area sufficiently supplied and equipped with such fire prevention, fire detecting, fire extinguishing, firefighting and fire alarm equipment as shall be required by law or by insurers or as the Company shall reasonably require (such equipment to be open to inspection after reasonable prior written notice and

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maintained to the satisfaction of the Company/insurers) and not to obstruct the access to or means of working such equipment or the means of emergency escape from the Designated Area.

33. Retailer shall be responsible and liable for its own telecommunication, telephones and other equipment and utility costs, which costs shall be based on actual rates of the concerned statutory authorities as per bills.
34. Retailer acknowledges that the Company does not control the goods and materials that the Retailer brings in to the Designated Area for the purposes of its Business and consequently has no liability, responsibility nor shall the Company be vicariously liable in any manner of whatsoever nature in the event any adverse action is initiated against it by any third party, including the government and consumers.
35. Retailer hereby covenants to maintain at all times the highest standards of safety for life, equipment and property. The Retailer covenants that at all times it shall be solely responsible for any loss, damage or injury caused to the Property or part thereof and any property, material or human life therein, that takes place due to any action, inaction, mismanagement including but not limited to accident etc. which has occurred in the said Designated Area or Mall/Store or Mall/Store (including the premises of any other Retailer) or the plot on which the Mall/Store is constructed, whether directly or indirectly in any manner including by way of fire, smoke, flow of water, accidents, thefts, inflammable materials, chemicals and any other materials due to any act of omission or commission by the Retailer or its employees, agents or representatives Further, the Retailer hereby unconditionally permits the Company to deduct from the Security Deposit, any amount towards any damage, loss or injury as stated above that may have been caused to any property, material or human life in the Mall/Store or said Plot. The Retailer further agrees to replenish the Security Deposit to the extent reduced within 7 days of the Company deducting such amount and informing the Retailer of such deduction.
36. Retailer covenants that Company, being in possession, shall have unfettered rights to enter the Designated Area or nominate representatives to enter the Designated Area at any time during business hours, to which the Retailer unequivocally acknowledges and accepts.

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37. Retailer covenants that it shall not object to the use of any Common Area in the Mall/Store/Mall/Store, by Company or any third party permitted by Company for any purpose whatsoever, including without limitation for conducting any programs, shows, recitals, concerts or any other use as may be decided by Company in its sole discretion.
38. Retailer covenants that it shall not make an application and/ or institute any suits, actions or proceedings in any court of law, tribunal or any other legal forum for withholding and / or not ceasing to use the Designated Area, challenging the License Fee and Facility charges or its liability to bear and pay taxes/ impositions referred to in this Agreement.
39. Retailer covenants that the License Fee and all other amounts are fair and reasonable and shall be due and payable by the Retailer even if there are losses suffered by the Retailer in respect of its Business within the Designated Area and/ or any other business/ activities carried on elsewhere.
40. That the Retailer hereby confirms that it shall not create any third party rights, lease, sub-lease or license or create any other third party right of any nature, whatsoever on the Designated Area.
41. Retailer covenants that whether by virtue of the Company being entitled to receive Minimum Guaranteed Fees (Revenue Share), or for any reason whatsoever, the Company shall never be responsible or liable in any manner howsoever for any of the business liabilities or losses of any nature whatsoever that may be suffered by the Retailer and that the Company and the Retailer shall not be, or deemed to be, carrying on any joint or common business, or joint venture or partnership, or agency or any other like relationship.
42. Retailer shall obtain a comprehensive & third-party liability insurance policy for the purpose of carrying on its Permitted Business from the Designated area and submit a copy of the same with the Company.
43. Retailer covenants that it shall not claim compensation or relief of any kind or any portion or part thereof or share therein in the event of the acquisition or requisition of the Designated Area or any part thereof by the Government or the Municipality or any other Public or Local Authority and upon any such acquisition or requisition to remove itself along with its officers, staff, servants and agents and its equipment, furniture,

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fixture, etc. from the Designated Area and to treat this Agreement as terminated or determined and not to claim any compensation or make any claim of any kind or nature whatsoever against the Company for such termination or determination.

44. Retailer shall not use nor shall it allow to be used the Designated Area or any part thereof for any illegal, immoral or improper purposes and shall not cause or permit or suffer thereon or any part thereof anything which may be or become a nuisance or annoyance or cause damage to the Company or to the occupants of the Mall/Store.
45. Retailer hereby confirms that in the event of any breach of any representation or terms and conditions of this Agreement, the Retailer shall without any demand and demur be liable to pay liquidated damages of Rs. 5000/- (Rupees Five Thousand Only) per day for each breach not amounting to penalty, till the said Breach is rectified.
46. Retailer shall compensate in full the Company for any damage, harm, destruction or direct or indirect loss caused by any act of the Retailer or its employees or representatives to the possessions belonging to the Company or any third party (including customers) at the Mall/Store/Mall/Store.
47. Retailer shall employ its own personnel, contractors and agents for its business at its cost and shall pay their remuneration when due and be responsible for their safety for which Company will not be liable in any manner whatsoever.
48. Retailer shall ensure that its personnel, employees are properly dressed and in assigned uniforms. The Retailer shall be ensuring that its staff is well behaved to the customers of the Mall/Store and Company's staff.
49. Retailer shall keep its furniture, fixture, fittings, equipment, machines, etc., lying in the Designated Area insured at its own cost against all risk comprehensively such as riots, war, theft, arson, looting etc. The Retailer shall be responsible for the management of its business and the security and maintenance of the furniture, fixtures, fittings, equipment and machines lying in the Designated Area.
50. Neither the Company nor its agents or employees are liable for any direct or indirect loss of any nature suffered by the Retailer (including loss of profits) or damage to any of the assets of the Retailer including but not limited to stock-in-trade, fixtures, fittings, books and papers and other goods, or be liable for any injury or loss of life to the person

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of the Retailer or the its employees or invitees as a result of the overflow or failure of water supply or any leakage or any fault in the plumbing works or any electrical fault or by reason of the elements of the weather or failure on the part of the Company to carry out any work or of any latent or patent defect in the Designated Area or of any other cause whatsoever including negligence of the Company, its employees or agents, and the Retailer shall indemnify and hold harmless the Company against any claims howsoever arising. Specifically and without limiting the foregoing, no omission or commission by the Company and in particular the provision of any security service to the Mall/Store or the Designated Area, shall be construed in any manner whatsoever as an acceptance by the Company of any responsibility or liability towards the Retailer or any other person.

51. The Company shall not be liable in any manner for disruption in water supply and/or electric supply on account of non-supply / limited supply by the concerned supplying authorities/ utility companies including during the time repairs or maintenance is necessitated to the equipment and installations connected with water supply and electric supply.
52. The Retailer shall not keep nor exhibit for sale any goods outside the Designated Area. The Retailer shall not load or unload or receive delivery of or dispatch any goods through any area at the Mall/Store/Mall/Store not specifically designated by the Company for this purpose.
53. The Retailer shall participate in all marketing and promotional events conducted by Company in the Mall/Store.
54. The Retailer shall, and shall ensure its employees, agents, patrons and third party shall:-
 1. Not do or permit to be done or omit to be done upon the Designated Area or any part of the Mall/Store anything which may damage or destroy the Designated Area and /or the Mall/Store or Mall/Store and / or any part thereof.
 2. Not do or permit to be done upon the Designated Area or any part of the Mall/Store anything which may be or become a nuisance, harm, danger, risk hazard or annoyance to or in any way interfere with the quiet or comfort of the all persons who occupy, use or visit the Mall/Store.

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3. Not bring into the Designated Area or any part of the Mall/Store/Mall/Store any hazardous or inflammable articles except in such reasonable quantities, as may be necessary for the Retailer's Business and subject to the same being suitably Mall/Store and observing all Mall/Store rules and regulations, statutes, regulations and bye-laws for keeping and using such substances.
4. Not do anything whereby any policy of insurance in relation to Mall/Store/Mall/Store taken out by the Company may become void or voidable or whereby the rate of premium thereon or on any part of the Mall/Store may be increased.

4. COMPLIANCE WITH LAWS

- 4.1 The Retailer shall at all times during the Term comply with all applicable laws, including (without limitation) the Shops and Establishment Act, relevant quality control and safety regulations, Prevention of Food Adulteration Act, 1940, Standards of Weights and Measures Act, 1976, Employer's Liability Act, 1938, Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Payment of Bonus Act, 1965, Food safety and standards Act, 2006 along with its rules , regulations and orders and all other applicable central and state government legislations and all rules framed thereunder.
- 4.2 The Retailer shall obtain and keep valid and subsisting at all times, renew the same as and when required during the, Term all relevant and necessary nocs, permits and licenses for conducting its Business at the Mall/Store.
- 4.3 Without limiting the generality of the foregoing, Retailer shall:
 - i.) comply with all its obligations under such licenses, permits and registrations obtained by it for the purpose of this Agreement
 - ii.) register itself under local sales tax laws and Goods and service tax d shall collect and pay GST and such other business-related tax as may be applicable
 - iii.) comply with all applicable Labour Laws.
 - iv.) register itself under the Shops and Establishments Act.

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4.4 The Retailer shall be solely responsible and liable for any and all consequences of any breach or contravention of any applicable laws or permits or licenses by it; and shall not claim any indemnity or similar remedy from Company in this regard. The Retailer shall indemnify and hold harmless Company in respect of any claim against, loss and expenses suffered or incurred by Company or the Retailer in this regard.

5. FITOUT PERIOD:-

Fit out period shall be such period as defined in the Annexure I and the Retailer shall complete its fit out works within such period as per design approved by the Company.

6. PAYMENT AND SECURITY DEPOSIT

1. As consideration for the limited rights granted to the Retailer under the Agreement, the Retailer shall pay to the Company amounts determined in accordance with the mechanism set out in Annexure I.

2. The Retailer shall pay all amounts, Fees/ Minimum Guarantee, Cam charges, other service charges, amenities in advance per month, in the manner set out in Annexure I.

The monthly Revenue share, if applicable shall be payable by the Retailer as per Annexure I on monthly net sales. Reconciliation and settlement of Revenue share shall be done at the end of each month based on Net Sales Statements to be provided by said Retailer at the end of each month of the prevailing month for the said monthly Net Sales achieved from the said Designated Area for the said month. When Revenue Share exceeds paid monthly Minimum Guaranteed Fees, the incremental amount shall be paid by the Retailer to Reliance on or before 7th of the next month.

3. Taxes shall be borne and paid by the Parties in accordance with, Annexure I.

4. If any sum due for payment by the Retailer is not paid on the due date for payment, the Retailer shall pay Default Interest on that sum from but excluding the due date to and including the date of actual payment calculated on a daily basis. This remedy shall be in addition and without prejudice to any other rights or remedies available to Company.

5. Retailer shall provide Net Sales Statements as mentioned in the Annexure I.

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6. If the Retailer is required by law to withhold or deduct any amount in respect of withholding or deduction of tax, or other duties or levies that are required to be made from a payment due to Company under this Agreement, the amount of payment due from the Retailer in respect of which such withholding or deduction is required shall be increased to the extent necessary to ensure that, after making such withholding or deduction, Company receives and retains (free of any liability in respect of such withholding or deduction) a net sum equal to the sum which would otherwise have been received and retained by Company if no such withholding or deduction had been made or required to be made.
7. The Retailer shall at the time of execution of this Agreement, as security for fulfillment by it of all its obligations under this Agreement deposit and keep deposited with Company interest free, refundable Security Deposit as defined in the Annexure I. The Retailer shall not be entitled to claim that the security deposit or any part thereof be utilized in payment of any of its dues to Company. Company may, at its sole discretion, deduct and apply the security deposit or part thereof towards any amounts that may be or become due and / or payable by the Retailer if the Retailer fails to carry out any of its obligations under the Agreement or commits a breach of any of the terms of the Agreement, express or implied. Should Company at any time do so and advise the Retailer of the same, the Retailer shall forthwith provide Company with such further sums as may be necessary to Mall/Store the security deposit to its original value.

7. **INDEMNITY**

- 7.1 The Retailer shall indemnify, defend and hold harmless Company, its affiliates and associate companies, and its and their directors, staff, officers, employees, agents and representatives (collectively "Company Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, indirect or direct damages and losses, costs, fines or penalties of any kind or nature, including legal fees, suffered or incurred by any of the Company Indemnified Parties, whether during the Term hereof or at any time thereafter and in any manner directly or indirectly caused, occasioned, or contributed to, in whole or in part, as a result of or relating to:

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- i.) any breach of any obligation, representation, warranty or covenant of the Retailer or other act, omission, fault or negligence of the Retailer or of anyone acting under its direction or control or on its behalf.
- ii.) Violation of any applicable laws, permits or licenses
- iii) Death, injury, loss or damage to any person or loss or damage to any property
- iv) sale of product, items or provision of services by the Retailer and
- v) Rejection of insurance claim by Company's insurers in whole or in part due to any act or omission, or breach of any covenant, representation or warranty here under by the Retailer or anyone acting under its control or direction.

7.2 Company shall not be liable to the Retailer or any entity for loss of profits, loss of revenue, loss of goodwill, loss of use, loss of opportunity, or for any indirect, incidental, consequential, special, punitive or exemplary damages, arising in law, contract, tort, including negligence, or otherwise.

7.3 Company's aggregate liability including in law, contract, tort (including negligence) or otherwise under or in connection with this Agreement, however caused, shall in no event exceed in the cumulative, the aggregate value of the 25 % of Fees already paid by Retailer .

8. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

8.1 The Retailer shall keep confidential any and all confidential, sensitive or proprietary information obtained by the Retailer pursuant to this Agreement from Company or a third party, but relating to the Company Group (including, without limitation, the business plans, financial or operational information and the terms of this Agreement) and shall not divulge the same to any entity.

8.2 The Retailer shall not make any public announcements or issue any press release in relation to this Agreement, without the prior written consent of Company.

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9. TERMINATION

- 9.1 Notwithstanding subsistence of the Lock-in Period, Company may without any liability terminate this Agreement, in whole or in part, without cause by providing a 15 days prior written notice to the Retailer.
- 9.2 Notwithstanding anything to the contrary contained herein, the Retailer shall not be entitled to terminate this Agreement prior to the expiry of the Lock-in Period. The Retailer may terminate this Agreement after expiry of the Lock-in Period by providing a 30 days prior written notice to Company.
- 9.3 If the Retailer terminates this Agreement during the lock in period then Retailer shall pay unexpired lock in period charges for the balance tenure.
- 9.4 In the event the Lease Deed between the Landlord and the Company for the said Store is expired or terminated then this Agreement shall be automatically terminated with immediate effect.

Company may at its option, terminate this Agreement forthwith, in case :-

- i. of a breach by the Retailer of any of its obligations/Conditions set out in this Agreement herein above which are the essential and material conditions and are essence of this Agreement.
- ii. if a receiver is appointed in case of the Retailer in any proceedings before any court
- iii. if the Retailer discontinues the Business operations at the Designated Area for any reason whatsoever, for a period of 7 days or more
- iv. any notice or order canceling or threatening to cancel or restricting or diminishing in any manner any of the licenses granted to the Retailer for conduct of its Business, including under the Shops and Establishment Act 1948 or under any other applicable law is issued or requiring the Retailer to make changes in the Designated Area which are not acceptable to the Company.
- v. there is any injunction from any court of competent jurisdiction operating against the Retailer to carry on its Business from the Designated Area and the Retailer

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has not obtained within 7 days thereof an order staying, withdrawing or vacating the proceedings / orders passed therein, or

- vi. if any term or condition under which Company holds the property on which the Mall/Store is situated (or any part thereof) is affected or the Principal agreement with its counter-party is terminated.
- vii. of any strike or closure on account of the Retailer's employees, agents/ its contractors.
- viii. if the Retailer fails to make payments due and payable by it pursuant to the terms of this Agreement, beyond a period of 30 days from the due date.
- ix. if the Retailer fails to complete all of its interior works in the Designated Area within the Fit Out Period.
- x. if the Retailer sells its products to the customers at the Designated Area without issuing a valid invoice to the third parties.
- xi. if the Retailer is in breach of any Conditions , covenants of this Agreement .if the Retailer is in breach of Mall/Store Protocols/Mall/Store rules.
- xii. If any fault or defect is found by an external quality expert in respect of product quality, raw material etc.
- xiii. Any non-performance by Retailer pointed by third party auditors appointed by Company
- xiv. If the Retailer fails to abide by Mall/Store timings.
- xv. If the Retailer and/or its representative and/or its personnel use customer dedicated elevators/escalators for loading unloading of stock/materials.
- xvi. If the Retailer or any of its employees, personnel causes any nuisance or annoyance to the Company or other occupants in the Mall/Store /Mall/Store which may directly or indirectly bring any disrepute to Company and /or its affiliates.
- xvii. Any notice for shut down of operations from government or statutory authorities due to any reason whatsoever.

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Each of the aforesaid being a material breach (**“Material Breach”**).

- 9.5 Company may terminate this Agreement, by providing written notice to Retailer, forthwith upon or at any time after any breach of any of its obligation, representation or warranty by the Retailer, and in case of a breach capable of remedy, if the Retailer fails to remedy such breach within a period of 3 days of the date of notice of such breach by Company.

10. CONSEQUENCES OF TERMINATION:-

Upon expiry or earlier termination of this Agreement: -

1. a. Parties shall be relieved of their respective rights and obligations under the Agreement save the obligations and / or liabilities of Parties that survive expiry or termination of this Agreement and the rights and / or obligations that have accrued prior to such termination.

b. The Retailer shall forthwith cease carrying on the Permitted Business at and from the Mall/Store and shall without demur or protest promptly and without any delay remove itself, its personnel, all its property, including (without limitation) the Products, inventory, equipment, furniture, fixtures, fittings and other materials within 2 days from the date of expiry or earlier termination of this Agreement; without any damage or adverse effect to the Mall/Store. If the Retailer fails to so remove its personnel or property from the Mall/Store within 2 days from the date of expiry or termination of this Agreement, then the Retailer shall be liable to pay Liquidated damages to Company amounting to Rs. 5000/- (Rupees Five Thousand) per day, from the date of expiry or termination of this Agreement until the date of actual removal of the above goods from the Mall/Stores by the Retailer:
2. In the event the Retailer fails to remove such equipment's, fit-outs and goods from the Mall/Store within 15 days from the date of expiry or earlier termination of this Agreement, Company shall have lien and the right to deal with and dispose of the same without being liable to the Retailer in any manner whatsoever, over such property of the Retailer and the Retailer shall not challenge the same before any judicial or other authority. Company shall not be liable in any manner whatsoever for any loss, damage

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or liability arising due to removal or disposal of the same by Company. Company shall be entitled to all proceeds from such disposal. Rights of Company under this clause shall be in addition and without prejudice to any other rights available to Company.

3. Company shall, subject to the Retailer fulfilling its obligations set out in clause 10.i, as above return to the Retailer the amount of Security Deposit after deducting such amounts as may be due and payable by the Retailer in accordance with the terms of this Agreement. If the amount of Security Deposit is lesser than the amounts due and payable by the Retailer pursuant to the terms of this Agreement, the Retailer shall, simultaneously on vacating the Mall/Store but no later than fifteen (15) days from the date of such termination, pay the balance amount payable to Company, failing which, the Retailer shall be liable to pay Company Default Interest on that sum from but excluding the due date to and including the date of actual payment calculated on a daily basis. This remedy shall be in addition and without prejudice to any other rights or remedies available to Company.

11. DISPUTES

If any dispute arising out of or relating to this Agreement both the parties shall settle the dispute through negotiations within 30 days of such dispute, failing which either party can approach courts within Jurisdiction as mentioned in Annexure I.

12. NOTICES

All notices, requests, demands, consents, waivers or other communications required to be given by either Party to the other pursuant to this Agreement shall be in English, in writing and shall be deemed to have been given when hand delivered by messenger or a courier or sent by registered post or speed post or facsimile (to be subsequently confirmed by a registered letter or by hand delivery) or email to the other Party at the address given next to their description in this Agreement, unless otherwise specified by the recipient. All such notices shall be effective upon actual receipt by any of the aforesaid modes and in case of notices sent by courier or by registered letter, it shall be deemed to have been received on the third day after the day of dispatch (if not actually received earlier) and shall become accordingly effective.

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13. ASSIGNMENT

Company may assign this Agreement, in whole or in any part, to any of its affiliates or associate companies without being required to take any consent of the Retailer. The Retailer shall not assign any of its rights and obligations under this agreement to any third party or its affiliates or associate companies.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations and undertakings in respect thereof. Each of the Parties acknowledges that in entering into this Agreement it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein.

15. RELATIONSHIP

Nothing in this Agreement shall constitute or be deemed to constitute the relationship of principal and agent or of partnership between the Parties hereto or create a joint venture between Parties or employment relationship between Company and the Retailer's personnel. Retailer acknowledges that Retailer has no authority to create or assume in Company's name or in the name of any affiliate or group company of Company, any obligation, express or implied. Retailer shall not represent itself as having any power or authority to enter into contracts in the name of Company, its affiliate or group companies, to commit Company, its affiliate or group companies in any way to any third parties or to incur any obligation on behalf of Company, its affiliate or group companies.

16. WAIVER

Either Party may waive a breach of any of the covenants, provisions, conditions, restrictions or stipulations contained in this Agreement by the other Party, provided that no waiver by or on behalf of either Party of any such breach shall take effect or be binding on the Parties unless the waiver is reduced to writing and executed by such Party. Any such waiver shall be deemed to extend only to the particular breach waived and shall not limit or otherwise affect any rights that the Parties may have with respect to any other or future breach. No delay or omission on the part of either Party in exercising any right, power or remedy provided by law or under this Agreement, nor any indulgence granted by any Party to the

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other Party, shall impair such right, power or remedy, or be constructed as a waiver thereof, nor shall the single or partial exercise of any right, power or remedy provided by law or under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

17. SEVERABILITY

If any term, paragraph or provision of this Agreement is held to be invalid, such invalidity shall not affect the validity, operation or enforceability of the remainder of this Agreement. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to that extent be deemed not to form part of this Agreement and Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

18. CUMULATIVE RIGHTS

Except as expressly provided herein, the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

19. SET OFF

Company shall be entitled to set off or deduct from any amounts owed by Retailer to Company any monies which may be or become due to Retailer from Company.

20. COUNTERPARTS

This Agreement shall be executed by Parties in counterparts, each of which shall be an original and such counterparts taken together shall be deemed to constitute one and the same Agreement.

Reliance Retail Limited (Licensor)

Mahachai Private Limited (Licensee)

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Authorised Signatory

Mahachai Private Limited (IMP-MH-SBZ-0624-132)

In witness whereof, Parties have caused this Agreement to be executed through their duly authorized representative as of the day first written above.

Reliance Retail Limited (Licensor)	Mahachai Private Limited (Licensee)
Authorized Signatory	Authorized Signatory
Mr. (Signature)	Mr Pradeep Kulkarni (Signature)
Date	Date
Witness : Name Signature	Witness : Name Signature

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The following table provides details about the scope of work to be completed by both the parties:

S. No	Scope Of Work to be Completed Company
1	Provision of Electricity point.

Annexure I

Company Name	Reliance Retail Ltd
Regd. Office Address of Company	Reliance Corporate Park, Thane-Belapur Road, Ghansoli, Navi Mumbai-400701
Company Name of Retailer	Mahachai Private Limited
Nature of Company	Private Limited Company
· Name of the Company/firm	Mahachai Private Limited
· Name of proprietor/ partners /authorised signatory	Mr Pradeep Kulkarni
· Contact Numbers	9730445152
· Email id	pradeep.kulkarni@mahachai.in
PAN No.	AANCM5897K
GST No.	27AANCM5897K1ZH
Regd. Office Address	Plot No 2010, Flat No 201, Siddhivinayak Apartment, IT Park Road, Nagpur, Maharashtra - 440022
Paid up capital	NA

Permitted Business (of Retailer)	
Nature of Business	Snacks & Beverages
Brand Name	Mahachai Private Limited
List of Items permitted to be sold	Snacks & Beverages

Brand	
Owned / Franchisee	Owned
Franchise Agreement date (attach copy of the Franchise Agreement with LOI)	

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Designated Area

Store Name & Place

1	Property name	SBZ ROM Nashik DEOLALI-URBAN SPACE	
2	City name	Nasik, Maharashtra	
3	Address	FR23, Urban Space, 18/B, 02, Near Mhasoba Temple, Nashik Pune Road, Nashik Road, Nashik, Maharashtra - 422104	
4	Floor	Ground Floor	
	Unit No	1	
5	Net Usable Area	120	Square feet
6	Chargeable Area	120	Square feet

Fees :

1	Monthly fees	₹ 25,000/- per Month	
		(₹ 208.33/- per sq. ft. on Chargeable Area)	
2	Escalation in Fees	05% every year form the date of execution of this agreement	
3	Minimum Guarantee	Not Applicable	
4	Escalation in MG	Not Applicable	
5	CAM Charges	Not Applicable	
6	Escalation in CAM	Not Applicable	

Security Deposit

1	Amount equivalent to:	03 Month Fees	
		₹75,000/- (₹ Seventy Five Thousand Only)	
2	Schedule for payment of Security deposit:		
S.No.	Event	% of Security Deposit	Amount (Rs)
a)	At the time of signing this Annexure I	100%	75,000.00
	Total	100%	75,000.00

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Other Service Charges	Utilities charges inclusive in Rent
Taxes	
Service tax / GST, surcharge or any other taxes & levies	To be borne by Retailer
Fee Commencement Date (Renewal)	01.07.2024 to 31.05.2025
	(Fees commencement as per BCL)
Tenure of Definitive Agreement	11 months
Lock in Period	03 Month from date of BCL
Governing Jurisdiction	Courts of wherever the property is located
Stamp Duty Charges	To be borne by Retailer

Annexure II

Registration certificate under Food safety and standards Act, 2006 (Retailer)

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