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BEST VIEW INFRACON LIMITED

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and executed at New Delhi, on 26th day of December, 2022

BY AND BETWEEN

BESTVIEW INFRACON LIMITED, a company registered under the Companies Act, 1956 having PAN No. AADCB9755B, and its registered office at office No. 201-212 Splendor Forum Building Jasola District Centre, New Delhi 110025, hereinafter referred to as "**Sub-Lessor**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and permitted assigns) **of the One Part;**

And

Tata Starbucks Private Limited, a company registered under the Companies Act, 1956 having PAN No. AAECT0606Q, having its registered office at 4th floor, New Excelsior Building, Amrit Keshav Marg, Fort, Mumbai – 400 001 and corporate office at Tower C Wing, 2nd Floor, Times Square, Andheri Kurla Road, Gamdevi, Marol, Mumbai – 400059, hereinafter referred to as "**Sub-Lessee**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) **of the Other Part.**

(The Sub-Lessor and the Sub-Lessee are individually referred to as a "**Party**" and jointly as the "**Parties**").

WHEREAS

- A. Delhi Metro Rail Corporation Limited ("**DMRC**"), vide lease agreement dated 29.06.2017 ("**Lease Agreement**") executed in favour of Eldeco Infrastructure and Properties Limited ("**EIPL**"), duly registered vide Registration No. 1860, granted on lease to EIPL Contract, CPD 26 R: Property Development at integrated plot admeasuring 12219 sq. mtrs, situated at Malviya Nagar, MRTS Station, New Delhi ("**Leased Area**") for a period of 50 years commencing from the date of execution thereof, including any extension thereon ("**Lease Period**") for the purpose of *inter alia*, development, financing, commissioning, operating and managing of the Leased Area.
- B. EIPL vide its letter dated 03.07.2017 requested DMRC for the implementation and monitoring of the Leased Area through its Special Purpose Company (herein referred to as the "**Lessee**"), a subsidiary company of EIPL, and DMRC vide its letter dated 07.08.2017 bearing no. DMRC/PD/MN/02/2017, accorded approval to the aforesaid request.
- C. A supplementary lease agreement dated 27.03.2018 for the Leased Area was executed between DMRC, EIPL and Sub- Lessor on 27.03.2018 ("**Supplementary Lease Agreement**") and was duly registered vide Registration No. 659 (4.04.2018), whereby, the Sub- Lessor was granted the absolute rights for *inter alia*, implementation, monitoring, operation, maintenance, marketing, licensing of the Leased Area and carrying out other activities pertaining to commercial exploitation of the Leased Area as per the terms of the Lease Agreement.



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- D. By virtue of the Supplementary Lease Agreement, Sub- Lessor was entitled to sub lease the built up site/property units in the Leased Area to any person or entity after adding the necessary structure and utility services, and to receive revenue therefrom.
- E. The Sub- Lessor has developed the Leased Area as per the terms of the Lease Agreement and Supplementary Lease Agreement. The Leased Area is marketed and branded by the Sub- Lessor under the name 'Eldeco Centre' ("Property").
- F. The Sub-Lessee has expressed its willingness to lease and occupy premises admeasuring approximately 1269 sq. ft. built area on the ground floor ("Premises") of the Property (as highlighted in yellow color in the Annexure A).
- G. The Parties are executing this MOU to capture the terms and conditions on which the Parties intend to sign definitive agreement(s) for leasing the Premises (defined hereinafter).

THE PARTIES TO THIS MOU AGREE AS FOLLOWS:

1.	Agreement/ Other Documents	(i) The Parties shall execute the following documents ("Definitive Documents"): a. Sub- Lease Agreement ("Agreement") (ii) All Definitive Documents to be executed by the Parties simultaneous with or before the Lessee taking possession of the Premises; (iii) Agreement to be registered within 1(one) month of signing by both Parties.
2.	Description of the Premises	(i) Premises admeasuring 1269 sq. ft. of built up area and sq. ft. of 1952 Super area on the ground floor in the Property (hereinafter referred to as the "Premises"), and demarcated on the Plan annexed as Annexure A. (ii) Joint measurement of Premises: a. The above stated built up area shall be subject to joint measurement of the Premises by the Parties. b. For the purpose of conducting joint measurement, Parties agree that "built up area" shall be considered as the * area inclusive of the area under the periphery walls, area under columns and walls within the Premises, half of the area of the wall, in case common with other adjoining area" (iii) In the event the variance in the built up area as per the joint measurement is more than 5% (five percent), the Parties shall proportionately adjust the Rent (defined hereinafter) agreed to be paid hereunder.



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3.	Transaction	The Sub- Lessor will grant a lease of the Premises to the Sub-Lessee for the purpose of running and operating a restaurant / café under the trademark / trade name of "Starbucks – A Tata Alliance", or "Starbucks Coffee – A Tata Alliance" or any other trademark / trade name consistently used in India by the Sub-Lessee.
4.	Term and Lock-in Period	<p>(i) The lease shall commence from the Lease Commencement Date, and shall continue for a period of 9 years there from ("Term"). "Lease Commencement Date" shall be the 7 days from the grant of completion certificate, subject to its written intimation to Sub Lessee upon completion of the Sub- Lessor's scope of work (if any) at Annexure B.</p> <p>(ii) The entire Term, including any extensions / renewals of the Term shall be considered as a lock-in period for the Sub- Lessor ("Sub- Lessor's Lock-in"), during which time the Sub- Lessor shall not be entitled to terminate the Agreement, except as specifically provided in the Agreement.</p> <p>(iii) A period of 36 months from the Lease Commencement Date ("Sub-Lessee's Lock-in") shall be considered as a lock-in period for the Sub-Lessee, during which time the Sub-Lessee shall not be entitled to terminate the Agreement, except as specifically provided in the Agreement.</p>
5.	Fit out Period and Rent Commencement	<p>(i) "Fit Out Period" shall mean a period of 75 (seventy five) days from the Lease Commencement Date. The Sub-Lessee shall have 24 hrs access to the Premises during the Fit-Out Period, to carry out the interior works and shall not be liable to pay any Rent to the Sub- Lessor. Further, the Sub- Lessor shall ensure completion of all its obligations, and continuous provision of amenities and facilities mentioned under Annexure C during the Fit Out Period.</p> <p>(ii) Payment of Rent shall commence from the Rent Commencement Date. "Rent Commencement Date" shall mean the date immediately following the date of expiry of the Fit Out Period, or the date of commencement of business by the Sub Lessee from the Premises, whichever is earlier; provided that if the Sub- Lessor has not fulfilled its obligations under Annexure C at least 30 (thirty) days prior to the completion of the Fit Out Period, the Fit Out Period shall be extended by the number of days' delay caused by the Sub-Lessor, beyond the said period of 30 (thirty) days.</p>
6.	Rent	(i) In consideration of the grant of the lease of the Premises, the Sub-Lessee shall, with effect from the Rent Commencement

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Date, pay to the Sub- Lessor on monthly basis, Minimum Guarantee or Revenue Share, whichever is higher ("Rent"), as set out below:

Period	Minimum Guarantee (Rupees per month)		Revenue Share per month (percentage of Net Sales)
	(In figures in Rs)	(In words)	
Year 1, Year 2 Year 3	3,75,000/-	Three Lacs Seventy Five Thousands	12.5%
Year 4 to 6	4,31,250/-	Four Lacs Thirty one Thousands Two Hundred Fifty	
Year 7 to year 9	4,95,938/-	Four Lacs Ninety Five Thousands Nine Hundred Thirty Eight	

(ii) The Minimum Guarantee shall be subject to an escalation of 15% on the last paid Minimum Guarantee at the end of every 36 months from the Rent Commencement Date, whereas the Revenue Share calculation will remain constant throughout the Term.

(iii) "Net Sales" shall mean the revenue generated by the Sub Lessee from sales of products and services, delivery sales including online pick-ups, value of Gift Vouchers/ Gift Card/ Loyalty Cards redeemed at the demised Premises, excluding revenue from sale of Gift Cards/ Gift Vouchers/ Loyalty cards or recharge of existing loyalty cards, all discounts, rebates, Goods and Service tax (GST), any other taxes as may be applicable, levies etc. in relation to the said sales and / or income from the Premises by the Sub-Lessee from the said Premises but excluding all discounts, rebates, Goods and Service tax (GST), any other taxes as may be



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		<p>applicable, levies etc. in relation to the said sales from the said Premises.</p> <p>(iv) The Sub Lessee shall submit a statement of Net Sales, duly certified by its Chief Financial Officer (CFO), reflecting the revenue earned by the Sub Lessee from the Premises during the relevant month by the 7th (seventh) of the subsequent month.</p>
7.	Payment terms	<p>(i) The Sub- Lessor shall raise Minimum Guarantee and CAM invoices by the 2nd (second) day of each calendar month in advance, and Revenue Share invoices (if any) by the 10th (tenth) day of each calendar month for the previous months.</p> <p>(ii) The Sub Lessee shall pay the Minimum Guarantee and CAM charges in advance, on or before the 10th (tenth) day of each month.</p> <p>(iii) If the Revenue Share in any month as reflected in the Sub Lessee's monthly Net Sales statement exceeds the advance Minimum Guarantee already paid, then the difference shall be paid by the Sub Lessee by the 15th day of the subsequent month.</p> <p>(iv) Payment will be made to the Sub- Lessor by cheque / bank transfer/ demand draft / NEFT / RTGS.</p> <p>(v) All Rent and CAM charges payments shall be subject to deduction of Income Tax at Source (TDS) as per the Income Tax Act, 1961 or statutory modifications or amendment or re-enactment thereof.</p> <p>(vi) Goods and Service Tax (GST) on the Rent and CAM charges shall be borne by the Sub Lessee at the applicable rates.</p> <p>(vii) Sub Lessee may reject invoices raised by Sub- Lessor and withhold payment of GST component on any the following grounds:</p> <p>a. Where the invoice does not comply with the applicable provisions of the GST law, whether relating to E-Invoicing or otherwise. The invoice will be considered as valid only if it contains all the mandatory fields that are required to be incorporated in an invoice issued under the GST Act, such as IRN, QR Code (As applicable), GSTIN, HSN, value of supply, taxes thereon, place of supply, and other particulars as may be required by the law; or</p>



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- b. Where there is a mismatch between the said document and the transaction underlying such document reported by Sub-Lessor at the GSTN portal; or
- c. Where the Sub- Lessor fails to report the transaction underlying such document at the GSTN portal.

(viii) Sub- Lessor agrees that Sub Lessee will be entitled to recover or be compensated for any tax, interest, penalty or any other amount if any portion of input tax credit availed by Sub Lessee on the basis of any document issued by Sub- Lessor being disallowed and/ or required to be reversed or paid to the Government by Sub Lessee on account of any act or omission from Sub- Lessor in relation to E-Invoicing or any other provision of the GST law including, but not limited to, non-reporting/ incorrect reporting of transactions at the GSTN portal or issuance of documents without capturing details prescribed under the GST law.

(ix) All payments will be made only if invoice are submitted as set out below:

- a. Soft copy of invoices, duly digitally signed, should be sent to the below email IDs only:

(i) For Rent and [CAM] invoices:
rentinvoice@tatastarbucks.com

(ii) For utility and other invoices:
siteinvoice@tatastarbucks.com

- b. Physical copy of Invoices should be sent to the below address only.

To - Finance Team,

Address - Tata Starbucks Private Limited,

Tower C Wing, 2nd Floor, Times Square,

Andheri Kurla Road, Gamdevi, Marol, Mumbai – 400059

(x) No invoices will be accepted by the Sub-Lessee if raised after a period of 3 (three) months from the date of any payment becoming due.

(xi) The Sub- Lessor shall send a no due certificate / confirmation email to the Sub Lessee upon the completion of every financial year to ensure all payments are cleared within for the respective financial year itself.

(xii) Within a period of 60 (sixty) days from the end of every financial year (i.e. April - March), the Sub Lessee shall submit a

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		<p>statement of Net Sales for the financial year, certified by its Chief Financial Officer, and if the amount so computed reveals a discrepancy between the Rent paid, and the actual Rent payable, then the difference shall be paid by the Sub Lessee within a further period of 15 (fifteen) days, subject to receipt of invoice from the Sub- Lessor.</p> <p>(xiii) Any delay in payment of Rent or CAM charges from its due date then the Sub Lessee shall be liable to pay interest @ 20% per annum for the delayed period.</p>
8.	Common Area Maintenance	<p>The Rent shall be excluding of charges payable on account of maintaining the Amenities and Common Area Maintenance (CAM) to be provided by the Sub- Lessor in the Property</p> <p>The Sub-Lessee shall engage its own security personnel within the Premises and install any security equipment to safeguard the Premises and its articles, equipment and goods therein, at its own cost and risk.</p>
9.	Property Tax and Statutory Dues	<p>The Sub- Lessor shall pay all outgoings such as ground rent, property tax, municipal taxes and other taxes (including increases after the Lease Commencement Date) levies, cesses or statutory dues in respect of the Premises, whether levied or accrued prior to or during the Term. However, any tax, fee, charges etc attracted on the business of the Sub Lessee from the Premises shall be on the account of Sub Lessee only.</p>
10.	Delivery services	<p>The Sub Lessee shall be entitled to appoint third party service providers to deliver the Sub Lessee's products from the said Premises to its customers. However, such arrangement with third party service for the said Premises shall be co terminus with the Sub- Lease Agreement.</p>
11.	Sub- Lessor's Representations and Warranties	<p>The Sub- Lessor represents and warrants as under:</p> <ul style="list-style-type: none"> (i) The Property has been constructed in accordance with duly sanctioned building plans and occupancy certificate/completion certificate shall be issued by South Delhi Municipal Corporation; (ii) The Sub- Lessor has lease hold rights of the Premises and is in possession thereof; (iii) The Sub- Lessor has availed finance from HDFC bank,/financial institution and as security for the repayment of the said finance, has created a charge on the receivable of the Property in favour of the said bank/financial institutions. Prior to execution of the Agreement, the Sub- Lessor will



		<p>procure a no objection from the said Bank, for leasing the Premises to the Sub-Lessee.</p> <p>(iv) The Sub- Lessor if sell, transfer, assign, dispose, mortgage or encumber in any manner whatsoever the Premises then it shall intimate the same to the Sub Lessee. The Sub- Lessor shall ensure that such selling, transfer, assignment, mortgage or encumbrance etc shall not affect the rights of the Sub Lessee under this Agreement. Further the Sub- Lessor shall have right get this Agreement novated in favour of new owner/financial institution and Sub- Lessor shall always keep and hold the Sub Lessee indemnified and harmless in this regard.</p> <p>(v) There is no action or suit or proceeding pending before any court of law or before any other tribunal, judicial, quasi-judicial or administrative authority, or orders (interim or otherwise) pertaining to the Property and/or the Premises or any claims or notices received in respect of the Property or Premises; and</p> <p>(vi) The Sub- Lessor has the absolute authority to give the Premises on sub-lease or to enter into any arrangement with the Sub Lessee in respect of the Premises.</p> <p>(vii) As on date there are no overdue liabilities to any governmental department or any other company, organisation, corporation, bank, financial institution, person or third party for the Premises. Any liability being the Sub- Lessor in respect of the Premises that may arise during the Term shall remain the responsibility of the Sub- Lessor and same shall not affect the right of the Sub Lessee to use and occupy the Premises.</p>
12.	Termination of the Agreement	<p>(i) The Sub Lessee shall be entitled to terminate the Agreement by a written notice of 30 (thirty) days, if the Sub- Lessor fails to fulfill its obligations under Annexure C prior to the expiry of the Fit Out Period, or any other agreed timeline.</p> <p>(ii) Upon the expiry of the Sub Lessee's Lock-in, the Sub Lessee may terminate the Agreement at any time, without assigning any cause, by giving the Sub- Lessor a three (3) months' notice in writing.</p> <p>(iii) The Sub Lessee may terminate the Agreement at any time, including during the Sub Lessee's Lock-in, in the event of a breach of the obligations or representations of the Agreement by the Sub- Lessor, which remains uncured for a period of 30 (thirty) days from the date of receipt of a written notice from the Lessee to cure such breach.</p>



		(iv) The Sub- Lessor may terminate the Agreement only in the event of financial breach of this Agreement by the Lessee, i.e. in the event the Sub Lessee has not made the payment of Rent and/or CAM and/or utility charges and/or default in making any payment/charges in terms of this Agreement for 3 (three) consecutive months, and fails to cure this breach within 30 (thirty) days from the date of receiving a written notice from the Sub- Lessor.
13.	Security Deposit against Rent and CAM	<p>Interest free refundable security deposit equivalent to six (6) months' of Minimum Guarantee and 3 months of prevailing CAM deposit (@ Rs.26 per sq. ft. . on super area), aggregating to an amount of Rs. 24,02,280/- (Rupees Twenty Four Lacs Two Thousand Two Hundred Eighty Only) ("Security Deposit") shall be payable by the Sub-Lessee to the Sub- Lessor as under:</p> <p>(i) Rs. 8,00,760/- (Rupees Eight Lacs Seven Hundred Sixty Only) - as token amount, to be paid on signing of this MOU and Sub- Lessor hereby acknowledges the receipt of the same;</p> <p>(ii) Rs. 8,00,760/- (Rupees Eight Lacs Seven Hundred Sixty Only) – payable simultaneous with the execution of the Agreement; and</p> <p>(iii) Rs. 8,00,760/- (Rupees Eight Lacs Seven Hundred Sixty Only) – on possession/handover of the Premises for the fit out.</p>
14.	Refund of Security Deposit	<p>(i) Upon expiry or earlier termination of the Agreement for any reason whatsoever, the Sub- Lessor shall refund the Security Deposit, subject to deduction of outstanding amount, if any to the Sub Lessee within seven (7) working days of the handover of vacant and peaceful possession of the Premises by the Sub Lessee to the Sub- Lessor. The Sub- Lessor may retain 1(one) month's Security Deposit, for payment of any unbilled utility charges of the Premises, and shall refund the balance (if any), within a period of 30 (thirty) days from the date of receiving peaceful handover of the Premises from the Sub Lessee.</p> <p>(ii) In the event of a default or delay on the part of the Sub- Lessor in repaying the Security Deposit in term hereof upon the expiry or earlier termination of the Agreement, despite the Sub Lessee indicating its readiness and willingness to hand over possession of the Premises to the Sub- Lessor in terms here, then:</p>



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		<p>a. the Sub- Lessor shall be liable to repay the Security Deposit together with interest at the rate of 20% from the date on which the Security Deposit was due and payable until payment is received by the Sub-Lessee;</p> <p>(iii) The right of the Sub Lessee in this paragraph shall be without prejudice to any other rights or remedies available to the Sub Lessee under the Agreement or under law or equity.</p>
15.	Validity of the MOU and Execution of Definitive Documents	<p>(i) This MOU shall be valid for a period of 90 (ninety) days from the date of its execution ("Validity Period"), unless extended by the Parties in the manner set out hereinafter.</p> <p>(ii) This MOU does not create any legally binding obligations on the Sub-Lessee and should not be construed as a commitment by Sub-Lessee.</p> <p>(iii) The Parties shall execute the Agreement within the Validity Period, subject to completion of the following conditions ("Conditions Precedent") within the Validity Period:</p> <p>a. The Sub- Lessor obtaining the Occupancy Certificate in respect of the Premises and submitting a copy of the same to the Sub Lessee.</p> <p>b. The Parties negotiating and finalizing and draft of the Agreement and other Definitive Documents;</p> <p>c. The Premises being completely empty, debris free, free of any hazardous material and enclosed and water leakage proof, and the other handover terms in Annexure B being fulfilled by the Sub- Lessor.</p> <p>d. The Sub- Lessor having provided access to the Premises for joint measurement and survey at least 60 (sixty) days prior to signing of the Definitive Documents.</p> <p>e. The Sub- Lessee having satisfied itself about the right/title of the Sub- Lessor to the Premises and the usage of the Premises for the business of the Sub-Lessee;</p> <p>f. No circumstances having arisen, whereby, in the view of the Sub-Lessee, it has become impossible for the Sub- Lessor or Sub-Lessee to avail required permissions/approvals/sanctions to use the Premises for the business of the Sub-Lessee;</p>



		<p>g. No representations or warranties of the Sub- Lessor having been found to be incorrect, wrong, fraudulent and/or misleading;</p> <p>h. The Sub Lessee having been able to obtain all requisite internal approvals for the proposed transaction;</p> <p>(iv) In case any Conditions Precedent are not fulfilled within the Validity Period, then this MOU shall automatically stand expired/terminated at the end of the Validity Period unless mutually extended by the Parties or there is waiver or extend the timelines for performance of any Conditions Precedent in writing and unless the Agreement has been signed within such period, the Sub- Lessor shall refund the Security Deposit or such portion of it as has been paid under this MOU forthwith to the Sub-Lessee, no later than 7 (seven) days from the date of expiry of this MOU.</p> <p>(v) In case of failure to refund the Security Deposit as set out above, without prejudice to all other rights of recovery of the Sub Lessee, the Sub- Lessor shall be liable to pay interest @ 15% per annum for the period of delay. Upon receipt by the Sub Lessee of such refund with interest from the Lessor, the Parties shall have no further obligations towards or rights upon each other under the MOU.</p>
16.	Due diligence	<p>(i) Simultaneously with the execution of this MOU, the Sub- Lessor shall provide photocopies of all relevant documents to the Sub-Lessee / the Advocates and Solicitors of the Sub Lessee pertaining to the Property and/or the Premises as mentioned in Annexure F ;</p> <p>(ii) The Sub Lessee shall be entitled to raise additional requisitions list on right/title of the Sub- Lessor to Property and /or the Premises, which shall be replied to by the Sub-Lessor / the Advocates and Solicitors of the Sub- Lessor within 3 (three) working days from the receipt thereof;</p> <p>(iii) The Sub- Lessor shall also permit the Sub-Lessee/ the Advocates and Solicitors of the Lessee to inspect the originals of all the documents in respect of the Property and/ or the Premises available with it;</p>



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		<p>(iv) The Sub- Lessor shall ensure to achieve a clear and marketable right/title to the Property and/or Premises and clear all defects related thereto, to the satisfaction of the Sub-Lessee.</p> <p>(v) All costs and expenses in relation to the Sub- Lessor making out a clear and marketable right/ title in respect of the said Property and/or the said Premises shall be at the cost and expense of the Sub- Lessor.</p>
17.	Water and electricity deposits and charges	<p>The Sub- Lessor shall obtain sanction/approval for the commercial use of water and electricity use and copy of the same shall have to be submitted to the Sub-Lessee. It shall be the responsibility of the Sub-Lessor to keep and maintain any deposit required to be kept with the relevant authorities or agencies for this purpose.</p> <p>The Sub-Lessee shall bear charges for water and electricity consumed for the Premises on actuals during Fit out Period and the Term.</p>
18.	Documents required for application for licenses	<p>The Sub-Lessee shall require various documents, NOC's/consents from the Sub- Lessor in order to apply for permissions/sanctions/licenses etc. to the relevant authorities for conducting its business operations from the Premises. The Sub-Lessor assures that documents/NOC/consent as may be available with it will be provided within 3 (three) working days from the date of the request being made by the Sub Lessee.</p>
19.	Licenses/Approvals	<p>(i) The Sub- Lessor has informed the Sub Lessee that it shall be raising additional construction on the Property as per the norms for which revised plan will be submitted for approval before concerned authority and the Sub Lessee consent to extend its unconditional support in this regard including but not limited to integration of services, common areas, others areas etc. The Sub-Lessor assure that such additional construction will not cause disruption in the business of Sub Lessee from the Premises.</p> <p>(ii) The Sub-Lessee shall be liable to obtain all statutory licenses necessary for operating and running the café / restaurant business at its own cost and expenses and agrees and undertakes to pay all such charges/fee to the authorities concerned from time to time.</p>
20.	Insurance	<p>(i) The Sub- Lessor shall at all times during the Term obtain and keep valid insurance in respect of the Premises and amenities as well as third party insurance in respect of the Property.</p> <p>(ii) The Sub Lessee shall obtain and maintain the insurance for all the assets belonging to it, at its own cost.</p>



21.	Assignment/ Sub-leasing	The Sub-Lessee shall not be entitled to assign the lease or part thereof or sublet or license all or any portion of the Premises to any third party except to its affiliates, Starbucks Corp in line with the terms of this MoU. Similarly, The Sub- Lessor shall not be entitled to assign the premises all or any portion of the Premises to any third party without prior intimation to the Sub-Lessee and If they do so sub lessee rights should be intact & protected as signed this MOU/lease deed.
22.	Intellectual Property Rights	<p>(i) The Sub- Lessor agrees not to use the trade name, logo, trademarks and the copy righted material of the Sub-Lessee or any of its affiliates in any communication or advertisement of itself or its promotions or to a third party without explicit written permission from the Sub-Lessee.</p> <p>(ii) The Sub- Lessor will not claim any right, title or interest in the trade name, logo, trademarks and copy righted material or other intellectual property of the Sub-Lessee or its affiliates or group Company.</p>
23.	Stamp Duty, Registration fees and charges of the Agreement	<p>(i) The stamp duty and registration fees incurred on the Agreement shall be borne by the Parties equally.</p> <p>(ii) Each Party will bear its respective legal fees and other expenses in the preparing, negotiating finalizing, or executing this MOU and the Agreement.</p>
24.	Temporary Suspension of Rent	If on account of the reason directly attributable due to Sub- Lessor's breach of its obligations including but not limited to the obligations mentioned in Annexure D the Sub-Lessee is unable to conduct its business from the Premises, no Rent or CAM charges shall be payable for that period, and the Sub- Lessor shall not be entitled to claim or impose any interest on such unpaid amount.
25.	Indemnity	<p>(i) The Sub- Lessor shall indemnify and keep indemnified the Sub-Lessee, its officers, directors and employees against all direct and consequential damage, losses, suits, fines, proceedings, costs (including legal costs) or any other liability of whatsoever nature caused or suffered on account of:</p> <p>a. Any defect in the title of the Sub- Lessor to the Premises;</p> <p>b. Any representations or declarations contained in this MOU or Agreement being untrue or false,</p>



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		<p>c. Non-compliance by the Sub- Lessor with any law or rules or regulations in force prior to or during the Term on account of Lessee of the Property; and</p> <p>d. Negligence in performance of any act or action or non-observance or breach or negligence or willful misconduct by the Sub- Lessor of the terms of this MOU and Agreement.</p> <p>(ii) The Parties shall agree upon detailed indemnification obligations in the Agreement.</p> <p>(iii) The Sub Lessee shall indemnify and keep indemnified the Sub-Lessor, its officers, directors and employees against all direct and consequential damage, losses, suits, fines, proceedings, costs (including legal costs) or any other liability of whatsoever nature caused or suffered on account of:</p> <ul style="list-style-type: none">• Non-compliance by the Sub Lessee with any law or rules or regulations in force during the Term on account of running its business from the Premises; and• Negligence in performance of any act or action or non-observance or breach or negligence or willful misconduct by the Sub Lessee of the terms of this MOU.
26.	Exclusivity	The Validity Period and any extensions of the MOU shall be treated as an exclusivity period. During this term, the Sub- Lessor shall not negotiate or otherwise deal with any other party for any transaction relating to the Premises. Further, the Parties shall finalise the binding Definitive Documents in good faith.
27.	Confidentiality	<p>(i) During the term of discussion, negotiation and / or association hereunder, each Party (a "receiving Party") shall be exposed to certain information, including but not limited to information concerning the products/services, practices, business strategies, etc., of the other Party (a "disclosing Party") which are confidential and proprietary information and not generally known to the public ("Confidential Information"). Each Party agrees that during and after the term of this MOU, it shall not use or disclose whether orally or in writing to any third party any Confidential Information without the prior written consent of the disclosing Party.</p>



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		(ii) The Sub- Lessor shall ensure not to disclose any commercial terms of this MOU or Agreement during and after the termination of this MOU or Agreement to any external/third parties except as may be required (a) in any report or statement required to submit to any statutory authority and (b) to comply with any law, order, regulation or ruling applicable to any Parties hereto. The Sub- Lessor will intimate the Sub Lessee in such case. Violation of this clause by the Sub- Lessor will be construed as a breach for which the Sub Lessee has a right to terminate the Agreement. The Sub- Lessor shall indemnify the Sub-Lessee for any loss, damage or any other liability caused due to the disclosure of Confidential Information.
28.	Dispute resolution and jurisdiction	<p>(i) Any dispute, controversy or claim (“Dispute”) arising out of, relating to, or in connection with this MOU or the Agreement, termination or validity hereof, shall initially be resolved by amicable negotiations with in a period of 45 (forty days) days among executives of the Parties.</p> <p>(ii) The validity, construction and performance of this MOU and the Agreement shall be governed and interpreted in accordance with the laws of India, and the courts of Delhi shall have exclusive jurisdiction.</p>
29.	ANTI BRIBERY	<p>(i) Sub- Lessor will at all times perform its obligations under this Agreement in compliance with The Prevention of Corruption Act, 1988, The Foreign Corrupt Practices Act, 1977, and the (UK) Bribery Act, 2010.</p> <p>(ii) Sub- Lessor will not offer or pay, directly or indirectly, money or anything of value for or on behalf of Sub-Lessee to a Government Official for the purpose of obtaining or retaining Sub-Lessee business or obtaining a business advantage for Sub-Lessee. “Government Official” includes officials or employees of government, state-owned businesses, international organizations, or political parties, political candidates, or any person otherwise acting in an official capacity for or on behalf of a government entity or international organization.</p> <p>(iii) Sub- Lessor will not offer or pay, directly or indirectly, money or anything of value for or on behalf of Sub-Lessee to any other person or legal entity for any illegal purpose.</p> <p>(iv) Sub-Lessee has reason to believe that a breach of any of the representations in this clause has occurred or may occur, TSPL may withhold further payments under this Agreement until such</p>



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		<p>time as it has received confirmation to its satisfaction that no breach has occurred or will occur.</p> <p>(v) Sub-Lessee may terminate this Agreement immediately upon written notice to Sub- Lessor if Sub-Lessee concludes, in its sole opinion, that Sub- Lessor has breached any representation or warranty in this clause or that a breach is substantially likely to occur unless this Agreement is terminated.</p>
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Annexure A
Plan demarcating the Premises (Marked in red box)



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Annexure B
Sub- Lessor's Handover Obligations

Particulars	Description
1) Water connection/ Dedicated Water Storage Sump	The Sub- Lessor shall install dedicated meter to measure consumption of water by the Sub Lessee in the said Premises. The Sub- Lessor has provided dedicated water storage through ground water tank and overhead tanks having sufficient capacity for Sub Lessee.
2) Water Supply	Sub- Lessor shall ensure water supply necessary for carrying out fit out works. The Sub Lessee will bear the cost of water consumed on actuals monitored through a dedicated meter on Delhi Jal board rate or any other rates determined by Sub- Lessor from time to time.
3) Electricity Load and Connection	The Sub- Lessor will provide 50-60 KW power load through a single point supply with a single meter with dual source along with 3.5 C 50 Sqmm Al XLPE Cable. The Sub- Lessor shall provide wiring for electricity supply at one location within the said Premises. The Sub Lessee will bear the cost of electricity consumed on actuals monitored through a dedicated meter
4) DG Set	DG and electricity supply will be given on dual meter basis. Power back up supply will be provided from the DG installed in basement of Property. The Sub Lessee shall pay the power back up charges as per rate determine by Sub- Lessor from time to time.
5) HVAC	Sub- Lessor- will give one tap off from the chilled water line in the Premises, dia of pipe to be informed by Sub Lessee, charges for HVAC system to be paid on BTU meter unit consumed or on lump sump basis as decided by Sub- Lessor time to time. Cost of installation of BTU meter to be borne by Sub- Lessor.
6) Plumbing and Sanitary Connection	The Sub- Lessee shall provide tap-offs for water, with 32 mm dia pipe along with 4 kg on inlet pressure, plumbing, sanitary and drainage connections as per Sub-Lessee's specifications at no extra cost to Sub - Lessee.
7) Façade Glazing	Sub Lessee shall not change the structural glazing and strict architectural control to be adhered by the Sub Lessee.

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8) Telecommunications / VSAT requirement	Sub- Lessee has the right to choose its service provider. Sub- Lessor shall provide a suitable location on the terrace of the said Property for mounting the antenna (2*2), having height of not more than 3 or 6 meters at no extra cost to Sub Lessee. The location should be viable as per the Service provider. The space may be available on temporary basis as it may be changed due to planned alteration.
9) Loading and Unloading Area/ Dedicated Parking	The Sub- Lessor to provide specific area, which shall be used by the Sub-Lessee for loading and unloading as per timings mutually agreed by both the parties.
10) Signage Location	<p>The Sub- Lessor shall allow the Sub-Lessee to install and display boards, logos, signage, name plates and such other advertisements in respect of the Sub-Lessee's business at a place in and on the said Premises.</p> <p>The size and location of the signage on the Premises would be subject to the approval of Lessee and such approval shall not be unreasonably withheld, with due regards to health & safety standards, overall building aesthetics, and privacy of other occupants. Cost of installing such logo's/Signages in the scope of Sub - Lessee including any damage caused in installation or upkeep of Sub-Lessor's common area etc. Also the cost of electricity is to be borne by Sub Lessee.</p> <p>The Sub- Lessor shall obtain all permissions/sanctions/approvals necessary for signage and the cost for the same shall be borne by the Sub Lessee.</p> <p>The Sub- Lessor shall provide Signage Space on front facia of the said Property with unobstructed visibility. It is clarified that any signage fee/charges etc if levied by any department/authority shall be additionally paid by the Sub-Lessee only.</p>



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Annexure C**Sub- Lessor's Obligations during Fit Out Period**

Particulars	Description
1) Electricity Load and Connection	The Sub- Lessor will provide 50 KW power load. The Sub- Lessor shall provide wiring for electricity supply at one location within the said Premises.
2) Signage/Visibility	<p>The Sub- Lessor shall allow the Sub Lessee to install and display boards, logos, signage, name plates and such other advertisements in respect of the Sub Lessee's business at a place in and on the said Premises as it may deem appropriate.</p> <p>The Sub- Lessor shall obtain all permissions/sanctions/approvals necessary for signage and the cost for the same will be borne by the Sub- Lessee. The Sub- Lessor shall provide Signage Space on front facia of the said Property with unobstructed visibility. The cost of electricity of such signages shall borne by Sub Lessee.</p>
3) Telecommunications / VSAT requirement	<ol style="list-style-type: none"> 1. Sub Lessee has the right to choose his network link service provider and also has the right to choose more than one network link. 2. The Sub- Lessor shall allow the Sub-Lessee to choose LAST MILE of the above network link as WIRED or WIRELESS. 3. In case Sub Lessee chooses Wireless link then the Sub- Lessor shall provide a suitable location on the terrace of the said Premises for mounting the antenna, having the height of minimum 3 meters at no extra cost to Sub-Lessee. The location of the antenna should be viable as per the service provider. The antenna will be mounted using the pole or via building the mast of suitable height. 4. Sub- Lessor shall facilitate the network link surveys conducted by above service provider by arranging the concerned person(electrician) who can provide access to the said Premises and show the cable routing from the terrace or basement or



	<p>from the feasible entry point of the building/mall towards the said Premises for WIRED or WIRELESS last mile links.</p> <p>5. Sub- Lessor will remove the electrical fitments in the false ceiling and complete the last mile cable laying in the building/mall common premises or the mall / building service area passing through any other common area.</p>
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Annexure D
Sub- Lessor's Obligations during the Term

Particulars	Description
1) Water Supply	Sub- Lessor shall ensure that minimum 5000 litres of water is supplied in a day to the Sub-Lessee. In the event of any shortfall, the Sub- Lessor shall ensure adequate supply from external/other sources. However, charges for the same shall be paid by Sub-Lessee.
2) Electricity Load	The Sub- Lessor will provide 50 KW power load through a single point supply with a single meter. The Sub- Lessor shall provide wiring for electricity supply at one location within the said Premises.
3) Electricity and Water Deposit	All present and future deposits for water connection and for electricity connection and any other charges/deposits pertaining to such connections shall be borne by the Sub- Lessor only.
4) Water proofing	The Sub- Lessor shall carry out water proofing as and when necessitated at no extra cost to the Sub-Lessee.
5) Access	a) The Sub- Lessor shall take all steps that may be necessary to ensure that the Sub-Lessee shall enjoy quiet, peaceful and exclusive use and possession of the said Premises, without any interference from or disturbance by the



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	<p>Sub- Lessor or any trustee or person claiming on behalf of the Sub- Lessor.</p> <p>b) The Sub- Lessor shall refrain from doing any act(s) that would in any manner restrict the Sub-Lessee, its employees, authorised representatives, visitors, guests, agents, contractors and vendors, etc. from having absolute, unrestricted, unfettered and unconditional use of and access to the said Premises at all times for the intended purpose. It is hereby clarified that the Sub-Lessee shall be permitted to access and shall have its operation in the said Premises on 24x7 basis (i.e. 365 days) subject to bearing cost/expenses and shall be entitled to observe its own business hours subject to applicability of local laws.</p> <p>c) The Sub- Lessor undertakes to maintain and repair the said Property, at its own cost throughout the tenure of the MOU and the Agreement.</p>
6) Parking	NA
7) Signage/Visibility	<p>The Sub- Lessor shall allow the Sub-Lessee to install and display boards, logos, signage, name plates and such other advertisements in respect of the Sub-Lessee's business at a place in and on the said Premises as it may deem appropriate as well as use the said Premises for promoting the various products dealt by it.</p> <p>The Sub- Lessor shall at all times ensure that the permissions/ sanctions/approvals necessary for signage are in proper order and the cost for the same shall be borne by the Sub Lessee on pro rata basis.</p> <p>The Sub- Lessor shall provide Signage Space on front facia of the said Property with unobstructed visibility. The cost of electricity shall be borne by Sub Lessee.</p>
8) Building Upkeep and its exterior	The Sub- Lessor shall be responsible for the good maintenance and upkeep of structure of the said



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	Property and its exterior throughout the term of the Agreement.
9) Antenna Space	Location to be provided on the terrace of the building for antenna having height of not more than 3 meters at no extra cost to Sub- Lessee It is clarified that the Antenna Space will be provided on temporary location and same will be relocated during additional floor construction
10) Loading and Unloading Area/ Dedicated Parking	The Sub-Lessor to provide specific area which shall be used by the Sub-Lessee for loading and unloading.

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Annexure F
Requisitions List

Sr. no.	Document / clarification required	Comments by Sub-Lessor (available / not available / not applicable)
1.	Title documents: Sale Deed/ Lease Deed/ Gift Deed / Settlement Deed / Development Agreement or any other document through which Sub-Lessor derives its title to the Premises AND chain of title documents	Lease Deed, as signed with DMRC.
2.	Occupation certificate / completion certificate; other relevant document granted by municipal or other local authorities permitting occupation of the building	Once receive, will share
3.	Sanctioned building plans and floor plans demarcating the Premises	Will share
4.	Fire NOC	Once receive, will share
5.	Society / Owner / Developer NOC for granting the Premises on lease	Sub-Lessee is signing this document
6.	<i>NOC from any other applicable authorities like CIDCO / SEZ authority/ HUDA/NOIDA/ AAI/MMRDA/BMC/MCGM, etc.</i>	Not required
7.	Environmental clearances: Consent to Operate / Consent to Establish from applicable Pollution Control Board	Once receive, will share
8.	Property Card / khata extract / other equivalent document	NA
9.	Mortgage deed and NOC from the applicable bank / financial institution for giving the Premises on lease	NA
10.	Documents relating to any litigations affecting the Premises	NA
11.	Memorandum of Association, Articles of Association & Certificate of Incorporation (in case of company); or Partnership deed (in case of partnership firm) ; or HUF certificate (in case of HUF); Pan card (in case of individual)	Will share prior to Lessee Agreement
12.	Board Resolution / Power of attorney authorizing signatory to execute the Agreement	Will share prior to Lessee Agreement execution

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13.	Latest bills and payment receipts for (i) electricity, (ii) water, (iii) property tax and (iv) maintenance bills	Will share
14.	Any restriction(s) on and any other important issues which may prevent the Sub-Lessor from executing the Agreement	NA
15.	Whether any notice has been served for or penalty imposed for unauthorized construction of Property misuse, repairs, reentry, acquisition, requisition, reservation, demolition or removal of any dangerous structures	NA

Signed on behalf of the Sub- Lessor
BESTVIEW INFRACON LIMITED

For Best View Infracon Ltd.

Authorized Signatory

Name: Pooja Dimri
Designation: C.M. (B.D.)
Date: 26/12/2022

Stamp

Witness:

Name: Munish Kumar Lakshya
Designation: Asst. Manager
Customer Care
(EIP)

Signed on behalf of the Sub-Lessee
TATA Starbucks Private Limited.



Authorized Signatory

Name: Mrs. Ashween Anand
Designation: CFO
Date:

Stamp

Witness:

Name:
Designation: