



सत्यमेव जयते

357

INDIA NON JUDICIAL

T-32
438

09/02/2022

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL82145316045069U
Certificate Issued Date	: 27-Jan-2022 05:19 PM
Account Reference	: SHCIL (FI)/ dl-shcil/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SHCIL53316437558979U
Purchased by	: SECRET HOSPITALITY PVT LTD DIR MUKESH SINGH BISHT
Description of Document	: Article 35(ii) Lease with security upto 5 years
Property Description	: PLOT NO. 2 NELSON MANDELA ROAD VASANT KUNJ PHASE-II, NEW DELHI
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNISON HOTELS PRIVATE LIMITED
Second Party	: SECRET HOSPITALITY PVT LTD DIR MUKESH SINGH BISHT
Stamp Duty Paid By	: SECRET HOSPITALITY PVT LTD DIR MUKESH SINGH BISHT
Stamp Duty Amount(Rs.)	: 7,36,800 (Seven Lakh Thirty Six Thousand Eight Hundred only)



LOCKED

Please write or type below this line



2263 63018201
COMPAN. ABHCS182N



9168 96181546
COMPAN. AABCU 94550
For UNISON HOTELS PVT. LTD.

For SECRET HOSPITALITY PRIVATE LIMITED
0008260731
Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

LICENSE AGREEMENT

BETWEEN

**UNISON HOTELS PRIVATE LIMITED
("Licensor")**

AND

**SECRET HOSPITALITY PRIVATE LIMITED
("Licensee")**

HIGHLY CONFIDENTIAL & CLIENT PRIVILEGED

For UNISON HOTELS PRIVATE LTD.
S.K. Sharma
Authorised Signatory

For SECRET HOSPITALITY PRIVATE LIMITED
[Signature]
Authorised Signatory

SL. NO	CONTENTS
	DESCRIPTION OF PARTIES.....
	RECITALS.....
CLAUSE 1	DEFINITIONS & INTERPRETATIONS.....
CLAUSE 2	PURPOSE OF THIS AGREEMENT.....
CLAUSE 3	REPRESENTATIONS & WARRANTIES OF THE LICENSEE....
CLAUSE 4	COMMENCEMENT & TERM.....
CLAUSE 5	LICENSE FEES, OTHER CHARGES (PAYMENTS AND RELATED OBLIGATION).....
CLAUSE 6	INTEREST FREE SECURITY DEPOSIT.....
CLAUSE 7	FIT-OUT WORKS.....
CLAUSE 8	PERMITTED USE OF LICENSED PREMISES & LIMITED LICENSE.....
CLAUSE 9	OPERATING HOURS.....
CLAUSE 10	COVENANTS OF LICENSEE.....
CLAUSE 11	REPRESENTATIONS AND OBLIGATIONS OF LICENSOR.....
CLAUSE 12	SIGNAGE.....
CLAUSE 13	SAFETY & SECURITY.....
CLAUSE 14	OTHER AMENITIES & FACILITIES.....
CLAUSE 15	BREACH AND CONSEQUENCES.....
CLAUSE 16	RENOVATION & REPAIR WORKS.....
CLAUSE 17	INSURANCE.....
CLAUSE 18	INDEMNITY AND LIMITATION OF LICENSOR'S LIABILITIES.....
CLAUSE 19	TERMINATION & CONSEQUENCES OF TERMINATION.....
CLAUSE 20	FORCE MAJEURE.....
CLAUSE 21	GOVERNING LAW, JURISDICTION & DISPUTE RESOLUTION.....
CLAUSE 22	NOTICES.....
CLAUSE 23	MISCELLANEOUS.....
	ANNEXURE I.....

INITIALS OF PARTIES

For UNISON HOTELS PRIVATE LIMITED. Sikhar Singh Authorised Signatory/	Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PRIVATE LIMITED Authorised Signatory
---	--

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on this 12th day of November, 2021 at New Delhi

BY & BETWEEN

UNISON HOTELS PRIVATE LIMITED, a duly incorporated private limited company under Companies Act, 1956, having its registered office at Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi - 110 070, India and represented by **Mr. Surender Kumar Sharma, Liaison Manager** (hereinafter be referred to as the "**Licensor**"), which expression unless it be repugnant to the context hereof, shall mean and include its administrators, affiliates, liquidators, successors and permitted assigns of the **FIRST PART**

AND

SECRET HOSPITALITY PRIVATE LIMITED (CIN:U55DL2021PTC388592), a duly incorporated private limited company under Companies Act, 2013, having its registered office at RZH-210 F/F, 51/9, GALI No.6, Jai Vihar, Najafgarh, Nanloi, Near Hari Das School, South West Delhi -110043, India and represented by **Mr. Mukesh Singh Bisht Director**, duly authorized vide board resolution dated 11th November, 2021 (hereinafter be referred to as the "**Licensee**"), which expression unless it be repugnant to the context hereof, shall mean and include its administrators, liquidators, successors and permitted assigns of the **OTHER PART**

("Licensor" and "Licensee" are individually be referred to as a "Party" and collectively be referred to as the "Parties").

WHEREAS:

- A. Pursuant to the execution of a Perpetual Lease Deed between the President of India and the Licensor with respect to an area of 4 hectares in Plot No. 2, Nelson Mandela Road, Vasant Kunj, Phase-II, New Delhi - 110 070 (hereinafter referred to as the "Land"), the Licensor, has been delivered with the quiet, vacant and peaceful possession of the Land for construction of a 5 Star Deluxe Hotel as per the terms and conditions as mentioned in the aforesaid Perpetual Lease Deed dated 01st May, 1995.
- B. In accordance with the terms and conditions of the Perpetual Lease Deed, the Licensor evolved a scheme for development of the Land by constructing and developing thereon a 5 Star Deluxe Hotel presently to be known as "The Grand" (hereinafter referred to as the "Hotel") and the Licensor has applied for and obtained, from time to time, various permissions, approvals, sanctions, licenses etc. in respect of the development and construction thereof, from various concerned authorities.

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
--	--

- C. The Land and the Hotel are hereinafter collectively referred to as the "Property".
- D. The Licensor intends to grant license of a specified portion in the Hotel, or otherwise deal with, subject always to Licensor's:
- (a) absolute and exclusive lease rights of the Property and all premises comprised in the Hotel; and
 - (b) absolute and exclusive control and management of the Hotel; but without creating any possessory or occupancy right, title or interest whatsoever in or to the Land and/or the Hotel, in favour of Licensee.
- E. The Licensor has also obtained a certificate from the appropriate authority indicating that the said Hotel has been granted a status of "Five-Star Deluxe Hotel". Licensor is the lessee/owner of an area, as specifically marked in **Annexure I** hereto (hereinafter referred to as the "Licensed Premises"), situated at the said Hotel and has absolute authority to enter into an arrangement with the Licensee in respect of the said Licensed Premises.
- F. The Licensee is involved in the business of owning, operating and running various restaurants, bars, cafes, etc. in Delhi and at other locations in India. The Licensee has acquired considerable expertise, reputation and knowledge in its business and has in its employment skilled and expert personnel in all fields relating to its business.
- G. The Licensee has approached the Licensor with a request to grant to the Licensee, a license to use, for a period of three (3) years with further renewal of (3) years as per the terms provided in **Clause 4.2** hereof, the Licensed Premises, for the limited and exclusive purpose of establishing and undertaking therein, a Restro Bar under the brand/trade name ' Restro Bar like Bagatel (please provide the brand name) (hereinafter referred to as the "Permitted Business") on terms and conditions contained hereinafter.
- H. The Licensee, apart from and in addition to the detailed representations and warranties provided by the Licensee under this Agreement herein below, has principally represented to the Licensor as follows:
- (a) The Licensee is a private limited company and is under the exclusive management and control of following individuals:
 - (i) **Mr. Kunal Chabra** (Aadhaa No.793667734479) (PAN: AVZPC9259P), S/o. Mr. Dilip kumar Chabra, R/o. (H.No.-54,55 Inder Enclave, Rohtak Road, Paschim Vihar, West Delhi-110087);
 - (b) The Licensee has obtained all necessary permissions, approvals and licenses for carrying on its business, and the same are valid and subsisting and in full force and effect;

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>EK Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

- (c) The Licensee has examined the Licensed Premises, and has accepted and approved the area, lay-out and location of the Licensed Premises, and accordingly the Licensee shall not raise any issues in respect thereof, in future; and
 - (d) The Licensee has full power, capacity and authority to execute and perform this Agreement, and there is no legal or other prohibition or restriction that prevents, hinders, or restricts the Licensee from entering into and executing this Agreement.
- I. The Licensee has inspected the Licensed Premises/ Hotel and has satisfied itself with the title and right of the Licensor to give the premises on license & its suitability for its business.
- J. The Licensor has agreed to grant to the Licensee, and the Licensee has agreed to accept from the Licensor, a license to use the Licensed Premises, upon and subject to the terms, covenants and conditions recorded and contained herein below.

NOW THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration agreed and received, Licensor and Licensee agree as follows:

1. DEFINITIONS & INTERPRETATIONS

1.1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings as set forth below, unless the context indicates otherwise:

- (i) "Agreement" shall mean this Licensee Agreement.
- (ii) "Breach" shall mean as ascribed to it under Clause 15.1 hereinafter.
- (iii) "Commencement Date" shall mean as ascribed to it under Clause 4.1 hereinafter.
- (iv) "Cure or Cured" shall mean as ascribed to it under Clause 15.1 hereinafter.
- (v) "Cure Period" shall mean as ascribed to it under Clause 15.1 hereinafter.
- (vi) "Effective Date" means the date set out above on which the Agreement is fully executed by both Parties, such that, if the Agreement is executed on different days by each of the Parties, the Effective Date shall be the date on which the last

<p>For UNISON HOTELS PVT. LTD.</p> <p>Unison Hotels Pvt. Ltd.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p>Secret Hospitality Pvt. Ltd.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

Party executes this Agreement.

- (vii) "Employees" shall mean as ascribed to it under **Clause 10.20** hereinafter.
- (viii) "Fit-out Period" shall mean as ascribed to it under **Clause 7.2** hereinafter.
- (ix) "Fit-out Works" shall mean as ascribed to it under **Clause 7.1** hereinafter.
- (x) "License Fees" shall mean as ascribed to it under **Clause 5.1** hereinafter.
- (xi) "Force Majeure Event" shall mean as ascribed to it under **Clause 20.2** hereinafter.
- (xii) "Goods" shall mean as ascribed to it under **Clause 19.2** hereinafter.
- (xiii) "Hotel" shall mean as described in **Recital B** hereinabove.
- (xiv) "Interest Free Security Deposit" shall mean as ascribed to it under **Clause 6.1** hereinafter.
- (xv) "Land" shall mean as described in **Recital A** hereinabove.
- (xvi) "License Fee Commencement Date" shall mean as ascribed to it under **Clause 5.1** hereinafter.
- (xvii) "License Period" shall mean as ascribed to it under **Clause 4.2** hereinafter.
- (xviii) "Licensed Premises" shall mean as described in **Recital E** hereinabove.
- (xix) "Lock-in Period" shall mean as ascribed to it under **Clause 4.3** hereinafter.
- (xx) "Operating Hours" shall mean as ascribed to it under **Clause 9.1** hereinafter.
- (xxi) "Permitted Business" shall mean as described in **Recital G** hereinabove.
- (xxii) "Property" shall mean as described in **Recital C** hereinabove.
- (xxiii) "Signage" shall mean as ascribed to it under **Clause 12.1** hereinafter.
- (xxiv) "Surviving Provisions" shall mean as ascribed to it under **Clause 23.11** hereinafter.

Sik Sharma
Authorised Signatory

[Signature]
Authorised Signatory

1.2. Interpretations

In this Agreement:

- (i) any reference to any statute or statutory provision shall include:
 - (a) all subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the Effective Date) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) any reference to the singular shall include the plural and *vice-versa*;
- (iii) any references to the masculine, the feminine and the neutral shall include the others;
- (iv) the recitals and annexures form integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and annexures to it. Any references to Clauses are to Clauses of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexure, in which the reference appears;
- (v) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (vii) unless the contrary is stated or implied, every warranty provided in this

Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>S.K. Sharma</i> Authorised Signatory	Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PVT. LTD. <i>[Signature]</i> Authorised Signatory
--	--

Agreement is independent of each other warranty and no Clause in this Agreement limits the extent or application of another Clause unless specifically mentioned;

- (viii) headings to Clauses, parts and paragraphs of annexures are for convenience only and do not affect the interpretation of this Agreement;
- (ix) "in writing" includes any communication made by letter, email or fax;
- (x) unless otherwise specified, any reference to a time of day is to Indian Standard Time;
- (xi) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xii) any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- (xiii) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- (xiv) references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided* that with respect to any agreement or contract listed on any annexure hereto, unless all such amendments, modifications or supplements are specifically listed in the appropriate annexure, references to such agreement or contract are to that agreement or contract without giving effect to any such amendment, waiver or supplement;
- (xv) any reference to "knowledge", "information", "belief" or "awareness" of any person will be deemed to include the knowledge, information, belief or awareness of such person after examining all information and making all due diligence inquiries and investigations which would be expected or required from a person of ordinary prudence;
- (xvi) this Agreement is a joint product of the Parties and any rule of statutory interpretation interpreting agreements against a Party primarily responsible for drafting this Agreement shall not be applicable to this Agreement.

INITIALS OF PARTIES

Unison Hotels Pvt. Ltd.
For UNISON HOTELS PVT. LTD.

S. K. Sharma

Authorized Signatory

Secret Hospitality Pvt. Ltd.

For SECRET HOSPITALITY PVT. LTD.

Authorized Signatory

2. PURPOSE OF THIS AGREEMENT

- 2.1.** Subject to and upon the terms and conditions recorded and contained in this Agreement, the Licensor hereby agrees to grant to the Licensee, and the Licensee hereby agrees to accept from the Licensor, license to use the Licensed Premises.
- 2.2.** The license granted herein shall only be for use of the Licensed Premises for the Permitted Business and for no other purpose, in strict accordance with this Agreement.
- 2.3.** The Parties may execute and deliver all such further instruments, do and perform all such further acts and things, as may be necessary and required to carry out the provisions of this Agreement and to further ascertain the respective rights and obligations of the Parties with respect to this Agreement.

3. REPRESENTATIONS & WARRANTIES OF THE LICENSEE

- 3.1.** The Licensee represents and warrants to the Licensor that:
- (i)** it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
 - (ii)** it will carry out the operations of the Permitted Business with the highest level of care, skill, knowledge, professionalism, quality, experience and ability which is expected of an organisation in such kind of industry and hospitality sector for a 5-Star deluxe category hotel operating in a luxury market in line with the Hotel's criteria, prices & social media ratings and to the satisfaction of the Licensor. Further Licensee will not compete with the hotel business.
 - (iii)** The Licensee will operate Restro Bar at the License premises by all time maintaining the standard of 5-Star Deluxe Hotels Standards.
 - (iv)** its entering into this Agreement does not breach any existing agreement or arrangement between the Licensee and any other person or infringe the rights of a third Party;
 - (v)** this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

<p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p><i>[Signature]</i></p> <p>For SECRET HOSPITALITY PVT. LTD.</p> <p>Authorised Signatory</p>
--	---

- (vi) there are no actions, suits, proceedings, or investigations pending to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in Breach under this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (vii) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (viii) it has the requisite expertise and required technology, machinery, equipment, work force, resources, capabilities, etc. to successfully execute, implement and carry out the Permitted Business without any threats, hindrance or dispute; and
- (ix) all the above representations and warranties made by the Licensee hereinabove shall stand true and correct during the entire License Period
- (x) of this Agreement and in case there is any incidence, fact or information, which comes to Licensee's knowledge or belief, and which may affect the truthfulness of any of the above Representations and Warranties, the Licensee shall immediately and promptly notify the same to the Licensor.

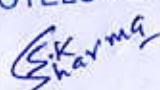

4. COMMENCEMENT & TERM

4.1. Commencement Date

The license of the Licensed Premises granted herein by the Licensor shall be a limited license and will commence from the date of handover of the Licensed Premises to the Licensee for Fit-out Works (hereinafter referred to as the "**Commencement Date**", which shall be the date on which the period of the License granted under this Agreement commences) i.e. 12th November 2021.

4.2. Term

The license under this Agreement constitutes of one (1) term of three (3) years and second term (2) of three (3) years, and wherein first term being commencing from the Commencement Date and after expiry of which, the

Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD.  Authorised Signatory	Secret Hospitality Pvt. Ltd.  Authorised Signatory
---	---

subsequent terms shall be renewed, unless until determined earlier by the Parties as hereinafter provided under Clause 4.3 and/or Clause 20, whichever is earlier (hereinafter referred to as the "License Period").

4.3. Lock-in Period

It is agreed by and between the Parties herein that there shall be a lock-in-period of three (3) years commencing from the Commencement Date under this Agreement ("Lock-in Period"). This is further agreed and accepted that none of the Parties can terminate this Agreement, subject to Licensor's right to terminate this Agreement in case of any Breach at the end of the Licensee, during the Lock-in Period on any ground. This is clarified that the Lock-in-Period shall not be applicable for any renewed term (of Three years) of this Agreement as mentioned in Clause 4.2 hereinabove, however, during renewed term, each of the Parties shall have the unilateral right of terminate this Agreement at any time, for any reasons whatsoever, with or without cause, by giving three (3) months' advance written notice to the other Party. This is agreed by the Licensee that in the event of early termination of this Agreement by the Licensee for any reasons, whatsoever, the Licensee shall pay to the Licensor, in full, all outstanding and/or unpaid License Fees, taxes, charges, liabilities, utilities charges, valet charges, electricity charges, PNG Charges, pre-estimated liquidated damages, etc., due and payable by the Licensee under this Agreement for the entire remaining Lock-in Period.

5. LICENSE FEES, OTHER CHARGES (PAYMENTS AND RELATED OBLIGATION)

5.1. License Fees

- (i) Upon the expiry of the fit out period as defined in Clause 7.2 hereinafter the Licensee Fee shall become chargeable and due and payable by the Licensee as specified in Clause 5.1 (v) (hereinafter referred to as the "License Fee Commencement Date").
- (ii) In addition, on and from the commencement of the Fit-out Period and throughout the License Period and until the Licensee vacates and hands over the physical possession of the Licensed Premises to the Licensor, the Licensee shall bear and pay all charges / liabilities in respect of utilities, air-conditioning, amenities and facilities consumed / availed of by the Licensee in respect of the Licensed Premises in the manner and on the due dates as specified in this Agreement.
- (iii) License Fee means the amount payable by the Licensee to the Licensor every month in lieu of the Licensor's allowing the Licensee to use the Licensed Premises for carrying out the Permitted Business. The

For UNISON HOTELS PVT. LTD. Sikhar Singh Authorised Signatory	Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PVT. LIMITED Authorised Signatory
---	---

Licensee shall bear and pay to the Licensor the License Fee on and from the License Fee Commencement Date and throughout the entire License Period, without any delay, demur and default and without any deduction whatsoever (save the deduction of income-tax at source in accordance with the applicable provisions of the Income Tax Act, 1961 as amended from time to time).

- (iv) The License Fees so payable by the Licensee to the Licensor under this Agreement shall be paid monthly in advance on the last date of the previous month. It is clarified that in case there is a delay in payment beyond three (3) working days by the Licensee, then interest @ 18% on such delayed payment will be applicable from the date such payments were due.
- (v) Monthly license fees of Rs. 25,00,000/- (**Rupees Twenty-Five Lakhs**) ("**License Fees**"), plus taxes (currently GST @ 18%) subject to yearly escalation of 4% on the last paid License Fee (this is clarified that for this purpose the period of one year shall commence from the Commencement Date), that shall be paid monthly in advance during the License Period by the Licensee to the Licensor, on or before the last day of previous month and every calendar month. The same is due and payable whether formally demanded or not by the Licensor. It is clarified that in case there is a delay in payment beyond three (3) days by the Licensee, then interest @ 18% on such delayed payment will be applicable from the date such payments were due. It is further clarified and agreed that any increase in Government Taxes on the monthly License Fee will be borne by the Licensee but any down word revision of Taxes or License Fee will not effect the current License Fee payment inclusive of taxes.
- (vi) Further, as a material term and condition to the license agreed to be granted herein, the Licensee has agreed and undertaken to commence the full and complete operations of the Permitted Business on and from the License Fee Commencement Date without any delay, demur and default, whatsoever. Accordingly, in the event the Licensee fails, refuses or neglects to comply with such material terms and conditions, the Licensor shall be entitled to charge and collect from the Licensee, in addition to the Licensee's obligation to bear and pay License Fees and other charges, as aforesaid, along with other charges payable under this Agreement, pre-estimated liquidated damages in the sum of Rs. 50,000/- (**Rupees Fifty Thousand**) per day from the License Fee Commencement Date up to the date that the Licensee has fully commenced the operations of the Permitted Business in the Licensed Premises (which pre-estimated liquidated damages the Parties

For UNISON HOTELS PVT. LTD. Unison Hotels Pvt. Ltd. <i>S.K. Sharma</i> Authorised Signatory	Secret Hospitality Pvt. Ltd. <i>[Signature]</i> For SECRET HOSPITALITY PVT. LTD. Authorised Signatory
---	--

consider to be reasonable, and not as a penalty), without prejudice to the Licensor's rights and remedies under this Agreement, including its rights to terminate License agreed to be granted herein, and forfeit all amounts/deposits paid by the Licensee hereunder. However, the Licensor at its sole will and discretion, may grant an extension of sixty (60) days to the Licensee for such delay in commencement of operations of Permitted Business by the Licensee.

5.2. Parking Charges

The Licensee agrees, acknowledge and covenants that parking facility for the Licensee's guests/visitors only shall be provided by the Licensor on payment of Parking Charges or any other incidental charges by the Licensee as may be prescribed by the Licensor from time to time. The Licensee will providing number of parking slots for cars for its employees/officers at a payment of Rs.10000/- plus applicable taxes per car per month. Any additional parking slot requirement for cars of the Licensee will be provided at additional cost subject to availability.

5.3. Goods and Services Tax (GST) & Other Taxes

It is agreed by and between the Licensor and the Licensee that GST or other like impositions or any other tax that are chargeable, due, payable and/or levied now, or in future, relating to or arising out of the Licensed Premises being given on license, the provision of amenities and/or receipt of compensation or charges as set out in this Agreement, including but not limited to License Fees, PNG charges, utility charges and other recoverable and borne and payable by the Licensor shall be in addition to the License Fee and be added to the monthly License Fees or other charges as the case may be and shall be due and payable by the Licensee as per the terms of this Agreement. The Licensee shall indemnify and keep indemnified the Licensor in respect of the non-payment and/or delayed payment of any such taxes/impositions.

5.4. Property Tax

The Licensor shall bear and pay the present and future property taxes, levies, duties and cess payable to the Local Municipal Corporation and other concerned authorities/bodies in respect of the Licensed Premises. The Licensee shall likewise be bound and liable to bear, pay and discharge all present, future and enhanced taxes, statutory and other liabilities, etc. in respect of the Permitted Business, carried on in and from the Licensed Premises; and the Licensor shall have no liability or obligation, of any nature whatsoever, in respect thereof. The Licensee shall ensure that no lien, charge or security interest of any nature

whatsoever is levied/imposed upon the Licensed Premises and/or any other parts of the Hotel, by virtue of the aforesaid taxes, charges and liabilities, and/or the non-payment or delayed payment thereof by the Licensee or from any banking or financial institutions. The Licensee hereby agrees to fully and unconditionally indemnify, keep indemnified and saved harmless, the Licensor, in respect thereof.

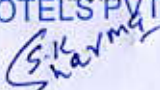

5.5. Late Payment

The Licensee agrees that it shall promptly pay to the Licensor, License Fees and all other charges such as PNG charges, air-conditioning charges, valet charges, maintenance charges (if any, as may be mutually agreed between the Parties from time to time), electricity and other utility charges, consumed in or arising out of the use of the Licensed Premises. The Licensee agrees that if any payment due to the Licensor under this Agreement remains outstanding for a period of three (3) days from its respective due date, the Licensee shall be liable to pay such arrears together with interest thereon at the rate of 18% per annum from the date such payments were due and if such arrears remain outstanding (whether in whole or part) beyond the date, such amount first became due, then such delayed or non-payment shall constitute a Breach under the terms of this Agreement. Further, the Licensee undertakes and agrees that it shall have the first obligation / liability towards the Licensor for the payment of License Fee and other charges, dues under this Agreement.

5.6. Mode of Payment

It is agreed that the mode of payment towards License Fees, PNG charges, utility charges and other recoverable shall be through Cheque or EFT and the same has to be paid as per the following mechanism:

Sl. No.	Nature of Fees/ Charges	Due Date & Payment Mechanism
1.	License Fees	Shall be paid monthly in advance during the License Period by the Licensee to the Licensor, on or before the last day of previous month and every calendar month. The post-dated cheques for the entire Licence Period are being given by the Licensee to the Licensor simultaneously with the execution of this Agreement. The respective cheque for each month be presented by the Licensor to the bank for clearing by 1 st day of calendar month.
2.	Parking Charges	Be paid in advance by 1 st day of each calendar month if any.
3.	Chill Water Charges	The Licensor shall raise an invoice each month as per the per tonnage rates provided under Clause 14.2 of

Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD.  Authorised Signatory	Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PVT. LTD.  Authorised Signatory
---	---

		this Agreement for the previous month and the payment of the same shall be made within three (3) days of raising of invoice by the Licensor.
4.	Electricity, Power Back-up and DG Charges	The Electricity Charges shall be calculated as per the number of units reflected in the electric sub-meter installed separately for the Licensed Premises. The invoice for the same shall be raised by the Licensor as per the formula applicable to other Licensee considering effect of Power Back-up/providing and maintenance of DG and the payment of the same shall be made within three (3) days of raising of invoice by the Licensor.
5.	PNG Charges	The PNG Charges shall be charged as per the PNG bill received by the Licensor from IGL and which shall be calculated as per the number of Standard Cubic Meter (SCM) units reflected in the PNG meter installed separately for the Licensed Premises. The invoice for the same shall be raised by the Licensor and the payment of the same shall be made within three (3) days of raising of invoice by the Licensor. If PNG provided by the Licensor.

6. INTEREST FREE SECURITY DEPOSIT

- 6.1. The Licensee shall, for due observance and performance of the terms and conditions of this Agreement, deposit with the Licensor, simultaneously with the signing of this Agreement, a sum of **Rs. 2,25,00,000/- (Rupees Two Crore Twenty Five Lakh Only)** as and by way of an Interest-Free Security Deposit, herein below (hereinafter referred to as the "IFSD"). 1. Licensee will pay Rs. 2500000/- (Twenty Five Lakh only) at the time of Execution of this License Agreement. 2. Rs. 12500000/- (One Crore Twenty Five Lakh only) on or before 20th November 2021. 3. Balance Rs.7500000/- (Seventy Five Lakh Only) on or before 4th December 2021. Payment of IFSD to the Licensor is a paramount essence of this Agreement.
- 6.2. The IFSD lying with the Licensor shall be refunded after 30 days by the Licensor to the Licensee (less the Permitted Deductions referred to in **Clause 6.5** herein below) after the expiry, or termination, or sooner or earlier determination, of this Agreement, subject to the Licensee having fully vacated and handed over charge of the Licensed Premises to the Licensor in the same condition as on the Effective Date subject to normal wear and tear, and the Licensee having observed, performed, complied with and fulfilled all its obligations under this Agreement.

INITIALS OF PARTIES

Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>S.K. Sharma</i> Authorised Signatory	Secret Hospital Pvt. Ltd. For SECRET HOSPITAL PVT. LIMITED <i>[Signature]</i> Authorised Signatory
--	---

- 6.3. The Licensor shall always be fully and freely entitled and at liberty to adjust and appropriate the IFSD lying with it, towards any outstanding License Fees and/or any other outstanding amounts, charges, taxes and liabilities payable by the Licensee under this Agreement. In such a case the Licensee shall top-up the IFSD to its original level within five (5) days from the demand by way of a notice (in writing) from the Licensor specifying the amount of the IFSD so adjusted and appropriated.
- 6.4. If upon the expiry, or termination, or sooner or earlier determination, of this Agreement, the Licensee and/or any of its employees fails, refuses, or neglects to vacate the entire Licensed Premises, or any part thereof, and/or the Licensee fails, refuses, or neglects to vacate and hand over charge of the entire Licensed Premises, to the Licensor, and/or the Licensee fails, refuses or neglects to observe, perform, comply with and/or satisfy any of its then subsisting obligations under this Agreement:
- (i) the Licensor shall be entitled to forfeit the entire IFSD then lying with the Licensor; and
 - (ii) the Licensor shall have a first charge/lien over all of the Licensee's goods, stocks, equipment, etc. then lying in the Licensed Premises; and
 - (iii) the Licensee shall be liable to pay to the Licensor, in addition to the License Fees and all the amounts, charges, taxes and liabilities payable by the Licensee under this Agreement, pre-estimated liquidated damages equivalent to double the then prevailing License Fee, on a per diem basis (which the Licensor and the Licensee consider to be reasonable, and not as a penalty) for wrongful use of the Licensed Premises, calculated from the date of the expiry, or termination, or sooner or earlier determination, of this Agreement, until the Licensee fully vacates and hands over charge of the entire Licensed Premises, to the Licensor, and complies with all its obligations as aforesaid.

The aforesaid rights of the Licensor shall be without prejudice to all its rights and remedies under this Agreement and under law against the Licensee including Licensor's absolute right to vacate, eject and remove the Licensee from the Licensed Premises and to prevent, restrict and restrain the Licensee and its employees from entering the Licensed Premises, and the Property. It is clarified that by virtue of Licensee paying the aforesaid liabilities, the Licensee shall not be entitled, or derive any right, to enter upon and/or use the Licensed Premises for undertaking the Permitted Business therein and the Licensor shall, as stated above, be fully and freely entitled to exercise all the rights and remedies available to it under this Agreement and in law to vacate, eject and remove the Licensee's employees from the Licensed Premises and to prevent, restrict and restrain it from entering the Licensed Premises and the Hotel.

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PVT. LTD.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

- 6.5. It is hereby agreed that at the time the Licensor is required to refund to the Licensee the IFSD then lying with the Licensor under the terms and provisions of this Agreement, the Licensor shall be fully entitled and at liberty to deduct and retain an amount, out of the IFSD, equivalent to twice the average of three (3) months of all charges, amounts, taxes and liabilities payable by the Licensee under this Agreement, and refund the balance thereof (if any) to the Licensee (hereinafter referred to as the "**Permitted Deductions**"). The Licensor shall retain the Permitted Deductions (free of interest thereon) until the Licensee has duly paid all the aforesaid charges, amounts, taxes and liabilities (in full) and produced proof of payment thereof/the paid bills to the Licensor, whereupon the Licensor shall refund the Permitted Deductions to the Licensee (without any interest thereon). If the Licensee fails, refuses or neglects to make payment of such liabilities, then the Licensor shall be entitled to utilize the Permitted Deductions towards the payment thereof and refund the balance thereof to the Licensee by the expiry of thirty (30) days from the date of making all such payments, without prejudice to the Licensor's rights and remedies in law to recover any deficient amount from the Licensee.

7. FIT-OUT WORKS

- 7.1. Subject to Licensee having paid to the Licensor the entire IFSD as defined and referred to in **Clause 6.1** herein above and advance License Fee for the first month of the License Fee Commencement Date, the Licensor will allow the Licensee limited permission to enter the Licensed Premises for the exclusive purpose of carrying out its interior, furniture and fit-out works therein (hereinafter referred to as the "**Fit-out Works**") during the Fit-out Period (*as defined hereinafter*).
- 7.2. Fit-out Period means a period of 2.5 Month of rent free period commencing from the Effective Date OR the period up to the date of commencement of commercial operations by the Licensee at / from the Licensed Premises, whichever is earlier, during which the Licensee agrees and undertakes to commence and complete the Fit-out Works within the Licensed Premises (hereinafter referred to as the "**Fit-out Period**"). Time shall be the essence of this Agreement in respect of the Licensee's aforesaid obligation. The removal of Licensor existing equipment, materials etc., shall also be removed by the Licensor during this fit out period.
- 7.3. The Licensee will carry out Fit-out Works during the Fit-out Period at its entire own risk, efforts, liability (against any loss of property or person or any third party), obligation and costs and in conformity with all applicable laws, rules, building control rules & regulations and Hotel's bye-laws, if any. All Fit-out Works shall be consistent with the interior and aesthetics of the Hotel and no change shall be permitted outside the Licensed Premises. The Licensee may carry out

INITIALS OF PARTIES

<p>Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>Sik Sharma</i> Authorized Signatory</p>	<p>Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PVT. LTD. <i>[Signature]</i> Authorized Signatory</p>
--	---

Fit-out Works as per Licensee's standard designs and specifications but only after obtaining prior approval of such designs and specifications from the Licensor. No such Fit-out Works shall be carried out by the Licensee which is permanent or structural in nature and/or which affect the structural stability of the Hotel and/or consume any floor space index (*which shall always belong to the Licensor alone*) and/or any infrastructure, common areas, amenities and facilities, and/or which extend beyond the Licensed Premises and /or which result in any other concerned authorities initiating / taking any action / steps etc. due to breach of any terms and conditions of any permissions / sanctions, etc. provided in favour of the Licensor.

- 7.4. The Licensed Premises shall be made available by the Licensor to the Licensee, under this license, in a bare shell condition, whereby
- (i) The Licensee shall undertake and carry out at its own costs and liability, limited and specific interior decoration and internal Fit-out Works, within the Licensed Premises, in strict accordance with this Clause.
 - (ii) The Licensee shall install all internal ducting, duct insulation, air-terminals within the Licensed Premises at its own cost, efforts & expenses as permitted by the Licensor.
 - (iii) The Licensee shall install within the Licensed Premises a fire alarm system. The Licensee shall further install requisite number of fire extinguishers in the Licensed Premises and particularly in the kitchen area thereof, for fire-fighting purposes in compliance with applicable laws at its own cost.
 - (iv) The Licensee shall connect the mechanical, electrical, plumbing, drainage, public address/communication and security connections in the Licensed Premises from the respective common junction/distribution points provided in respect thereof up to the Licensed Premises, and in this regard the Licensee shall provide to the Licensor the design, lay-out and materials proposed to be employed in connecting the same to ensure compatibility with mechanical, electrical, plumbing and drainage systems, public address systems, security systems installed by the Licensor in respect of the Hotel, and for ensuring statutory and regulatory compliances.
- 7.5. The Licensee agrees that during the Fit-out Period, the Licensee shall pay all charges for electricity, water, air-conditioning and all other utilities consumed by it, at actuals.
- 7.6. The Licensee shall in accordance with the format/guidelines as required by the Licensor shall provide the Licensor with all required details and information in

<p>For Unison Hotels Pvt. Ltd.</p> <p><i>G.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>For Secret Hospitality Pvt. Ltd.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	--

respect of the Fit-out Works to be undertaken by the Licensee, including, but not limited to, the plans, drawings and designs, lay-outs, etc. in respect thereof. The Licensee agrees that it shall provide to the Licensor fully dimensioned fit-out designs/ drawings in respect of the Licensed Premises, detailing the floor plan layout, Licensed Premises front, type of materials proposed to be used, interior display, furniture and fixtures, interior colour scheme, type and thickness of flooring proposed to be used, etc. All workmanship and materials shall be in compliance with all electrical, fire and other safety norms and in conformity with Bureau of Indian Standard specifications/ codes of practice and /or relevant international standards, etc. The Licensee agrees that all design drawings will be prepared in accordance with accepted industry standards & norms and will be submitted by the Licensee, for approval by the Licensor or its nominees. The Licensee shall provide all the above one week before commencement of the work for its review and approval. The Licensor shall be entitled to approve and/or disapprove and/or stipulate any conditions and/or make any suggestions and/or modifications/ alterations in respect thereof (in writing) and the Licensee shall adhere to the same as notified (in writing) by the Licensor.

- 7.7. Prior to commencement of Fit-out Works, the Licensee specifically agrees that it shall submit and obtain specific approvals from the Licensor for all electrical layouts, fire safety systems, drainage system, air conditioning, internal layouts and such other internal works.
- 7.8. If any permissions, sanctions, approvals, licenses, NOCs, etc. are required to be obtained from the Local Municipal Authorities and/or any concerned authorities in respect of the Fit-out Works, the Licensee shall, subject to receipt of prior written permission of the Licensor expressly allowing the Licensee to apply for and obtain the such approvals, be bound and liable to obtain the same at the Licensee's costs. The Licensor shall, if required, issue no objection/consent letters to the Local Municipal authorities and concerned authorities in respect of the Fit-out Works approvals, but with no liability whatsoever of the Licensor.
- 7.9. The Licensee shall engage reputed/established interior decorators/architects and contractors in respect of the planning and execution of the Fit-out Works so that the same are undertaken in a competent manner and are consistent with the high quality construction and materials used in, and the design and aesthetics of, the Hotel.
- 7.10. The Licensor will notified the Licensee that the designed load bearing capacity of the Licensed Premises at the time of approval of Layout /Proposal Drawings stating kilograms per square meter on a uniform distribution basis. The Licensee shall therefore ensure that no portion of the Licensed Premises is subjected to superimposed load in excess of its aforesaid designed load and that nothing is done in the Licensed Premises whereby the Hotel and/or any premises therein is/are damaged.

For UNISON HOTELS PVT. LTD. Unison Hotels Pvt. Ltd. S.K. Sharma Authorised Signatory	For SECRET HOSPITALITY PRIVATE LIMITED Secret Hospitality Pvt. Ltd. Authorised Signatory
---	--

- 7.11. During the Fit-out Period, the Licensor shall permit Licensee's contractors /personnel to enter upon the Licensed Premises and carry out the Fit-out Works, during the hours as stipulated from time to time (in writing) by the Licensor, subject to local laws, rules and regulations in respect thereof. The Licensee acknowledges that all access of labour and construction material to the Hotel and/or the Licensed Premises during the Fit-Out Period, will be at the sole discretion of the Licensor. The Licensee shall be solely responsible to ensure that access is strictly in accordance with the rules and regulations formulated by the Licensor in respect of the said Hotel as may be amended from time to time.
- 7.12. The Fit-out Works shall be undertaken only upon and in the Licensed Premises alone and no other part of the Hotel and/or in any common areas of the Hotel and shall be undertaken in such manner so as not to affect other areas and premises in the Hotel and so as not to cause any nuisance or annoyance to the Licensor and the other occupiers of the premises in the Hotel. No construction materials, equipment, or tools, shall be stored or kept by the Licensee and/or its contractors in the common areas of the Hotel or outside the Licensed Premises.
- 7.13. The Licensor may at its discretion undertake inspections of the Licensed Premises and the Fit-out Works, from time to time, to ascertain the Licensee's compliance of the terms and provisions of this Clause. If it is found, by an architect appointed by the Licensor, that any loss or damage has been caused to the Licensed Premises and/or the Hotel by virtue of the Fit-out Works and/or by virtue of any act, omission, or negligence and/or breach, default, non-observance or non-compliance, by the Licensee, of the terms and provisions of this Agreement, including this Clause, and/or of the Fit-out Manual/ Guidelines, the Licensee shall make good the same at the Licensee's sole cost, or if directed by the Licensor, the Licensee shall reimburse to the Licensor all costs incurred by the Licensor in repairing and/or re-instating the Licensed Premises and/or the Hotel (as the case may be) and additionally an amount equivalent to the revenue loss incurred by the Licensor due to loss of business during such period and all administrative and related costs incurred by the Licensor in that regard. The Licensee shall make such re-imbursement within five (5) days from a demand (in writing) made by the Licensor upon it detailing the loss or damage caused to the Licensed Premises and/or the Hotel (as the case may be). Without prejudice to the above the Licensor shall be fully entitled to adjust and appropriate the deposits kept with it by the Licensee under this Agreement towards the aforesaid costs and in such case the Licensee shall top-up the deposits to their original level within five (5) days from the demand of a notice (in writing) from the Licensor.
- 7.14. During the Fit-Out Period, the Licensee shall strictly comply with all the terms and conditions stated in this Clause. Any default in such compliance shall be deemed as a Breach and the consequences as stated in **Clause 16.2** shall follow;

INITIALS OF PARTIES

<p>For UNISON HOTELS PVT. LTD.</p> <p>Signature: S.K. Sharma</p> <p>Authorised Signatory</p>	<p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p>Signature: [Signature]</p> <p>Authorised Signatory</p>
--	---

additionally, the Licensor shall be entitled to claim adequate compensation, forfeit IFSD and claim Fixed License Fees for the balance License Period.

8. PERMITTED USE OF LICENSED PREMISES & LIMITED LICENSE

8.1. The Licensor agrees, acknowledges and confirms that the license agreed to be granted herein to the Licensee in respect of the Licensed Premises, is and shall always be exclusively for the Licensee undertaking and operating the Permitted Business alone and for no other purposes or objects, and that such use by the Licensee is an integral and vital part of the Hotel as the Permitted Business forms a part of the pre-determined mix of businesses, facilities and services available to customers and patrons visiting the Hotel. Accordingly the Licensee hereby unconditionally and irrevocably agrees and undertakes as principal, material and essential terms and conditions to the grant of the license herein, as follows:

- (i) The Licensee's use of the Licensed Premises and the Permitted Business shall be and subject to the terms and conditions of this Agreement and the rules and regulations of the Hotel, issued from time to time by the Licensor, the Fit-Out Manual/ Guidelines and the Building Operation Manual, as may be applicable from time to time; and
- (ii) Other than the license agreed to be granted herein in respect of the Licensed Premises, the Licensee shall not have any right whatsoever in or of any other part or portion of the Hotel / Property and accordingly the Licensee shall be entitled only to carry on the Permitted Business within the Licensed Premises alone; and
- (iii) The Licensee shall solely be responsible and liable in respect of all food, alcoholic drinks and beverages prepared/cooked, served in the Licensed Premises to patrons/customers, on a principal-to-principal basis and the Licensor shall have no liability or obligation whatsoever in respect thereof.

8.2. The Licensee shall apply for and obtain, prior to the commencement of the Permitted Business, at its sole cost, efforts and liability, and in its own name, all statutory, municipal and Government licenses, permits, permissions, sanctions and approvals as are required in respect of setting-up, operating and managing the Permitted Business and the preparation, sales and service of food, alcoholic drinks and beverages in and from the Licensed Premises, after obtaining the prior written permission of the Licensor in respect thereof, and the Licensee shall be bound and liable to comply with all terms and conditions thereof and all applicable laws, rules and regulations in respect of the operations, and maintenance and management of the Licensed Premises.

Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>S.K. Sharma</i> Authorised ~	Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PRIVATE LIMITED <i>[Signature]</i> Authorised Signatory
--	--

- 8.3. The Licensee shall use the Licensed Premises for the Permitted Business alone and shall not undertake, carry on or establish any alternate, further or other businesses in the Licensed Premises without obtaining the prior written approval of the Licensor (which approval or disapproval shall be at the sole and absolute discretion of the Licensor).
- 8.4. The Licensee shall diligently and effectively promote, advertise, manage and operate the Permitted Business and prepare, serve and sell high quality food, alcoholic drinks and beverages to customers and patrons with a view to attracting customers and patrons to the Licensed Premises and to ensure continued and repeat business. In this regard the Licensee shall not adopt any undesirable and inappropriate business practices with respect to the Permitted Business and the sales, publicity or advertisements of its permitted business and/or which may confuse mislead or deceive the public and/or affect the reputation of the Licensor and/or the Hotel.
- 8.5. The Licensee shall adhere to, comply with, observe and perform, the rules, regulations, guidelines, standards, norms, practices, parameters, stipulations and restrictions framed and any directions from time to time, by the Licensor in respect of the Hotel and recorded and contained in the Building Operation Manual as may be issued from time to time by the Licensor, together with all updates, amendments and modifications thereto and all circulars/notifications in respect thereof issued from time to time by the Licensor (all of which shall automatically constitute and form a part of the Building Operation Manual).
- 8.6. The Licensee has, and shall maintain, throughout the License Period, all necessary resources (including adequate financial resources), infrastructure and expertise required to control, operate, manage and undertake, the Permitted Business in the Licensed Premises in accordance with applicable laws, building bye-laws, hotel bye-laws rules and regulations and in accordance with proper and prudent business standards and ethics.
- 8.7. The Licensor shall always continue to have possession of and unobstructed access to the Licensed Premises. It is the common intention of the both Parties that the Licensee is permitted to use the Licensed Premises under the Licensor's license and that no right of tenancy, lease or any other nature whatsoever created in the Licensed Premises and the Licensee does hereby specifically covenant with the Licensor that it only has permissive right to use the Licensed Premises as provided herein and that it shall not, at any time and under any circumstances claim any right, title or interest whatsoever including tenancy, lease, or possession in respect of the Licensed Premises or any part of the Hotel and this is the essence of this Agreement.
- 8.8. The Licensor and its/their representatives, agents, surveyors and workmen, with or without equipment or appliances shall always continue to have

INITIALS OF PARTIES

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>SK Sharma</i></p> <p>Authorised</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PVT. LTD.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

possession of the Licensed Premises and be freely entitled to enter upon the Licensed Premises or any part thereof for the purpose of inspecting/viewing and examining the state and the condition of the Licensed Premises and/or for carrying out any repairs or other works in respect of the Licensed Premises and/or the Hotel and/or the infrastructure or amenities thereof. Reasonable prior notice (in writing) shall be given to the Licensee so that the Licensee may remain present and the Licensee shall fully co-operate in such circumstances.

9. OPERATING HOURS

- 9.1. The ordinary operating hours of the Licensed Premises shall be (hereinafter referred to as "**Operating Hours**"), during which the Licensed Premises and the entire Permitted Business shall be kept open to the public and kept fully operational. It is clarified that the Hotel Timings, Operating Hours of the Licensed Premises shall always be subject to applicable laws, rules and regulations and/or directions of any law enforcement agencies and/or concerned statutory authorities, and/or any Court of law, and/or judicial/quasi-judicial bodies/authorities, and the Licensor and the Licensee shall be bound and liable to observe any restrictions or conditions that may be imposed on account thereof.
- 9.2. Without prejudice to the Licensor's rights and entitlements under above mentioned sub-clause, in case of an emergency, and/or an extraordinary event, including, but not limited to wars, civil disturbances, terrorist actions, riots, police actions, acts of God, conditions of force majeure, etc. the Licensor shall be at liberty in its sole and unfettered discretion to keep the Hotel, or any part/s thereof, including Licensed Premises, closed and inoperative and in no manner whatsoever the Licensor shall be obligated/ liable to compensate the Licensee, in case, any such eventuality occurs.
- 9.3. The Licensee and its employees and personnel (including security personnel if expressly permitted by the Licensor) shall be entitled to enter upon the Licensed Premises, a maximum of one hour before the Operating Hours and to remain in the Licensed Premises for a maximum of one hour after Operating Hours for the limited and exclusive purposes of: (i) opening and closing the Licensed Premises, (ii) undertaking necessary administrative matters, and, (iii) cleaning the Licensed Premises. The Licensee and its employees and personnel shall not be entitled to have any entry or access to the Licensed Premises at any other time and for any other reason whatsoever without obtaining the prior written permission of the Licensor. All Employees of the Licensee shall be allowed to enter in the Licensed Premises only through the entrance as designated by the Licensor.
- 9.4. The Licensee shall ensure that the Licensed Premises is not closed for business

INITIALS OF PARTIES

<p>Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>S.K. Sharma</i> Authorized Signatory</p>	<p>Secret Hospitality Pvt. Ltd. <i>[Signature]</i> Authorized Signatory</p>
--	---

for two (2) days at any given time and no more than a total of five (5) days in any calendar quarter, except with the prior written consent of the Licensor. For the duration that the Licensed Premises is closed in excess of the period as mentioned in this clause, the Licensor retains the right to charge a fee up to and equivalent to twice the License Fees, PNG charges and other charges for the period during which the Licensed Premises is closed.

- 9.5. It is clarified that for the Licensee to carry on its Permitted Business during Operating Hours, any permissions, licenses, exemptions, etc. that are required to be obtained from any statutory authorities and are to be maintained during the License Period, are the sole responsibility of the Licensee alone and the Licensor has no liability or responsibility whatsoever in this behalf.

10. COVENANTS OF LICENSEE

The Licensee hereby agrees and undertakes and irrevocably covenants with the Licensor as follows:

- 10.1. The Licensee undertakes and agrees to provide details, information, data, as may be required and sought by the Licensor from time to time during and after the expiry of this Agreement, with respect to this Agreement, obligations agreed to be undertaken, or such other information as may be required for giving effect to the intent of the Parties.
- 10.2. The Licensee covenants that at no time shall it claim any right, title or interest of any kind or nature in the Licensed Premises or any part thereof, it being clearly agreed and understood and it is the common intention of the Parties that the permission which is hereby granted to the Licensee is only to carry out its Permitted Business in the Licensed Premises as a bare licensee and nothing else and the Licensee agrees not to take at any time hereafter, any plea of tenancy, deemed tenancy, sub tenancy, lease, standard rent or any interest whatsoever in respect of the Licensed Premises.
- 10.3. The Licensee covenants that it shall be responsible and liable for its own telecommunication, telephones and other consumables' costs, which shall be paid directly to the concerned providers. Utilities such as electricity, chilled water, gas, etc. whatever supplied through the Licensor's facilities shall be paid promptly & timely to the Licensor at the rates / terms agreed upon between the Parties as stipulated under **Clause 5.6** of this Agreement.
- 10.4. The Licensee covenants that it shall use the common areas of the Hotel in common with the Licensor and the other occupants of the Hotel, subject to the rules contained in the Building Operation Manual and/or as directed by Licensor from time to time.

<p>Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD.</p> <p><i>[Signature]</i> Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p><i>[Signature]</i> Authorised Signatory</p>
--	--

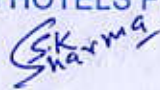

- 10.5. The Licensee covenants that it shall not commit any breach of the covenants and conditions recorded and contained in the Perpetual Lease Deed or the Conveyance Deed, whenever executed.
- 10.6. The Licensee shall be solely liable and responsible in all respects, for all its acts and omissions and for all claims of any nature whatsoever made in respect of the Permitted Business and/or against the Licensee, and to ensure and safeguard no such claim is or may be enforceable against the Licensor and/or the Licensed Premises under any circumstances and the Licensee undertakes to hold harmless and forever keep fully indemnified the Licensor in this regard financially and otherwise.
- 10.7. The Licensee further covenants that any change in the management control or shareholding pattern of the Licensee's entity during the subsistence of this Agreement shall not be allowed except with a prior written approval/ consent of the Licensor for the same. The Licensor reserves the right to withhold such approval as per its sole discretion. In case the Licensee does not comply with this covenant, the Licensor shall have the right and option to terminate this Agreement with immediate effect by giving a written notice, without any costs, consequences or liability on its own part.
- 10.8. The Licensee covenants that it shall not use the areas outside the Licensed Premises in any manner whatsoever, including changing flooring, putting up signage, putting up any counter/table, playing music or undertaking any other activities without the prior written permission of the Licensor, which may be granted, or granted with conditions, or refused, in the sole, absolute and unfettered discretion of the Licensor.
- 10.9. To ensure that the Licensed Premises and the right, title and interest of the Licensor therein is not encumbered or jeopardized and does not become the subject matter of any litigation and/or claim or demand on account of any act or omission on the part of the Licensee and/or on account of the Permitted Business. Without prejudice to the generality of the foregoing, the Licensee shall be solely liable and responsible in all respects, for all acts and omissions and for all claims of any nature whatsoever made against the Licensee and/or the Licensed Premises and no such claim is or shall ever be enforceable against the Licensed Premises and/or the Hotel and/ or Licensor under any circumstances whatsoever.
- 10.10. The Licensee covenants that it shall obtain and keep in force (at the Licensee's costs) during the entire License Period, all licenses, permissions, consents, permits, NOC's, registrations and approvals required under applicable laws, rules and regulations in force from time to time, for establishing and undertaking the Permitted Business in and from the Licensed Premises and to promptly

INITIALS OF PARTIES

<p>Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>S.K. Sharma</i> Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PVT. LIMITED <i>[Signature]</i> Authorised Signatory</p>
---	--

provide the Licensor with self-attested photocopies thereof; provided always that the Licensee shall not apply for or obtain any licenses, permissions consents, permits, NOC's, registrations and approvals, etc. in respect of the Licensed Premises and/or which bear the address of the Licensed Premises, without firstly submitting the applications for the same to the Licensor and obtaining the Licensor's prior written approval in respect thereof. It is also unequivocally admitted by the Licensee that the Licensor shall always have the first and exclusive priority and right to seek and obtain 24*7 license in its own name for entire Property or any portion thereof and that the Licensee may only apply for secondary 24*7 license with the prior written consent from the Licensor and if the same is permitted under applicable regulations. It is clarified that the Licensor has no liability or responsibility whatsoever in this behalf including for obtaining any permissions, maintaining their validity or any prosecution or ancillary act or penalty whatsoever and the Licensee is solely responsible for obtaining the same and maintaining it in good standing at all times.

- 10.11. The Licensee covenants that it shall be liable for all business expenses and statutory liabilities including GST, VAT, income tax, etc., and any other costs, charges, expenses, duties and levies that may be applicable for running its business in/from the Licensed Premises as per the relevant provisions of law for the time being in force and the Licensor has absolutely no liability whatsoever in this regard.
- 10.12. The Licensee covenants that it shall not, without the Licensor's prior written consent, use the trademarks or designs or logos of the Licensor or the name of the Hotel or any picture of the Hotel or its registered or trading name for any advertisement or purpose other than the address and place of business of the Licensee.
- 10.13. The Licensee covenants that it shall not do, or to permit to be done, anything in or about the Licensed Premises, and/or in or about the Hotel of an illegal purpose or immoral nature and not to do or cause to be done anything in or to the Licensed Premises, that will tantamount to a breach or violation of the provisions of any statutes, rules, regulations, orders, notifications etc. In the event the Licensee has committed or has indulged in and/ or is apprehended for questioning or arrested by any law enforcement agency in the commission of such illegal, improper or unlawful activities from the Licensed Premises, the Licensor reserves the right to construe this as a Breach, even in the absence of any conviction.
- 10.14. The Licensee covenants that it shall not do or omit to be done anything whereby any policy of insurance in relation to the Hotel, taken out by the Licensor becomes void, or voidable, or whereby the rate of premium thereof is increased.
- 10.15. The Licensee shall not cause or permit or suffer thereon or any part thereof

<p>Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD.  Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PRIVATE LIMITED  Authorised Signatory</p>
---	---

anything which may be or become a nuisance or annoyance or cause damage or constitute danger to the Licensor or the Licensed Premises or to other occupants/licensees of the Hotel and/or whereby the business and/or the operations of the Hotel and/or any of the other licensees, is /are affected, hindered and/or restricted in any manner.

10.16. The Licensee covenants that it shall not store or permit to be stored and/or not to display or sell in the Licensed Premises:

- (i) any goods, articles or things of a hazardous, inflammable, explosive, corrosive, toxic, or combustible nature and/or any contraband goods and/or which are spurious or duplicate and/or which infringe any copyright, trademark or other intellectual property rights of any other persons;
- (ii) any goods, articles or things which are illegal or objectionable to any concerned statutory or local bodies or other authorities or law enforcement agencies and/or which are not suitable, or fit, for sale or the prices whereof are not affixed exhibited on the goods/articles themselves and/or any goods any articles which are of an obnoxious, insulting, derogatory or of undesirable nature. The Licensee acknowledges that the Licensor does not control the goods and materials that any licensee brings in to the Licensed Premises and consequently the Licensor has no liability, responsibility nor shall be vicariously liable in any manner of whatsoever nature in the event any adverse action is initiated against any occupier, including the Licensee, by any government law enforcement agency, including initiation of any prosecution for the commission of any illegal or unlawful activities (such as engaging in the business of use, storage, sale, distribution of narcotics, narcotic substances, illegal arms and / or any prohibited, hazardous and banned material) or imposition of any penalty, or any infraction, violation and / or infringement of the existing laws of the country. Any violation of this covenant on the part of the Licensee shall constitute a Breach.

10.17. The Licensee covenants that it shall ensure that the entry of the guests/ customers and/ or deliveries of goods & materials to the Licensed Premises are made only at such hours as advised by the Licensor and mutually agreed between the Parties from time to time and only through the dedicated passage/ entrances and as designated by the Licensor from time to time for such entry of the guests/ customers and/ or delivery, loading and un-loading of goods & materials.

10.18. The Licensee covenants that it shall not do or cause anything to be done, to the external appearance of the Licensed Premises except putting its signage's as per the Signage policy of the Hotel. It is clarified that the Licensee shall only be entitled to install its signage of a specified size and at a specific location (as

<p>Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>SK Sharma</i> Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PRIVATE LIMITED <i>[Signature]</i> Authorised Signatory</p>
--	--

approved in writing in advance by the Licensor) upon the main entrance of the Licensed Premises in accordance with SIGNAGE Clause under this Agreement.

- 10.19. The Licensee covenants that it shall not employ or engage the services of any external service provider, third party or agency, which the Licensor have restricted, barred or blacklisted from the Hotel, and during the License Period to notify (in writing) the Licensor of the names and details of all external service providers, third parties and agencies, that it intends to employ or engage.
- 10.20. The Licensee hereby agrees and undertakes and covenants the Licensor that it shall observe and perform and be bound by the following specific terms, conditions and obligations in respect of all employees and personnel employed by it, in respect of the Permitted Business, and in respect of the Licensed Premises, that is:
- (i) The Licensee shall respectively employ and engage, as its own respective employees, all the employees and personnel in respect of the Permitted Business (hereinafter referred to as the "**Employees**") and shall comply with all applicable laws, rules, regulations, orders, notifications, etc. (including the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and all other applicable labour laws) in respect of the Employees (men/ women both) and bear and pay their wages, salaries and other statutory dues including Provident Fund, Employee State Insurance Corporation (ESIC) and emoluments in accordance with law. The Licensor shall never have any obligation and/or liability in respect of any of the compliances with regard to the Licensee's Employees;
 - (ii) The Licensee shall provide to the Licensor, the names and addresses of the Employees and/or any other details as may be prescribed from time to time by the Licensor and provide them with proper identity cards;
 - (iii) The Licensee shall ensure that all the Employees are properly trained/qualified and appropriately and neatly dressed and conduct themselves in an orderly, respectable and disciplined manner whilst in the Licensed Premises, the Hotel and in the vicinity of the Property;
 - (iv) The Licensee shall ensure that no disturbance is created and that no demonstrations are undertaken by the Employees at or in the Licensed Premises, and/or within any other part of the Hotel and/or in the vicinity of the Property. However, in case the Employees of the Licensee undertake any sort of protest or strike, for any reason whatsoever, then the Licensee shall make sure the same to be organised minimum hundred (100) meters away from the vicinity of the Property & which should be conducted in absolute peaceful manner

For UNISON HOTELS PVT. LTD. S.K. Sharma Authorised Signatory	Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PVT. LTD. Authorised Signatory
--	--

- (v) The Licensee covenants that it shall employ its own personnel, contractors and agents for its business at its own cost and shall pay their remuneration when due and be responsible for their safety for which Licensor will not be liable in any manner whatsoever.
 - (vi) Staff lockers shall be the responsibilities of Licensee only which will be provided by it at any other place outside the Property.
 - (vii) The Licensee hereby covenants that all its Employees shall only use such washrooms (as provided for drivers / servants, etc.) as provided by the Licensee.
- 10.21. The Licensee covenants that it shall not permit any person to reside/live in the Licensed Premises or use or enter upon the Licensed Premises at any time after the Operating Hours of Licensed Premises.
- 10.22. The Licensee covenants that it shall be solely responsible for entire up-keeping of the Licensed Premises at its own cost from the Commencement Date till the subsistence of this Agreement.
- 10.23. The Licensee covenants that it will appoint or engage security personnel/agency in respect of the Licensed Premises only after obtaining the prior written approval of the Licensor, which approval shall not be unreasonably withheld by the Licensor, provided that the Licensee shall provide all necessary information and details of the security personnel/agency called for by the Licensor and the Licensee shall observe and perform all rules and regulations stipulated from time to time by the Licensor or in respect of such security personnel/agency. It is further covenanted and agreed by the Licensee that it shall be Licensee's sole obligation, duty, effort and liability to maintain and ensure safety and security within the entire Property for any matter / subject relating to the operations of the Licensee, including but not limited to, any guest, visitor and employee of the Licensee.
- 10.24. The Licensee covenants that it shall not use any other premises, spaces or areas in the Hotel (i.e. other than the Licensed Premises for the specific uses applicable thereto as specified in this Agreement, and the areas specifically designated by the Licensor for access thereto) or any part or portion of the open spaces in the Property for any purpose whatsoever and not to install or place any kiosks or other furniture at the entrance to or outside the Licensed Premises without prior written consent of the Licensor and violation of this covenant by the Licensee shall constitute a Breach.
- 10.25. The Licensee covenants that it shall not obstruct any staircases, lifts, passages, or common areas of the Hotel and/or any open areas in the Property and not to

INITIALS OF PARTIES

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p>S.K. Sharma</p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PVT. LTD.</p> <p>Authorised Signatory</p>
--	---

do anything whereby any amenities, services or facilities in the Hotel are damaged or the use thereof is affected in any manner whatsoever.

- 10.26. The Licensee covenants that it shall co-operate with the Licensor in taking appropriate steps for keeping the Hotel free from pests, rodents and/or insects and to carry out pest control treatment of the Licensed Premises at regular intervals.
- 10.27. The Licensee covenants that it shall be responsible for disposing of all garbage/refuse in accordance with rules/regulations and conditions stipulated by the Licensor and/or as stated in the Building Operations Manual and/or as per the prevailing statutory laws/ regulations as applicable from time to time.
- 10.28. The Licensee covenants that Licensor, being in possession, shall have unfettered rights to enter the Licensed Premises or nominate representatives to enter the Licensed Premises at any time during business hours, to which the Licensee unequivocally acknowledges and accepts.
- 10.29. The Licensor shall be entitled (but not bound or liable) to undertake periodic inspections of the Licensed Premises, including, but not limited to, all kitchen and food preparation and service equipment, for the purpose of: (i) examining the state and condition of the Licensed Premises and ensuring that the Licensed Premises are kept in clean and hygienic condition and, (ii) verifying that the Licensee is in compliance with the terms and conditions of this Agreement.
- 10.30. Not to do or omit to be done anything whereby the business and/or operations of the Hotel and/or any other area of the Hotel, is/are affected, hindered and/or restricted in any manner howsoever.
- 10.31. The Licensee covenants that the ducts, pipes and cables which pass and or have access through the Licensed Premises shall always be in absolute and exclusive possession, charge and control of the Licensor alone and the Licensor shall be entitled at all times to effect any repairs, installation and replacements and/or make use thereof without any hindrance, obstruction, or interference of the Licensee.
- 10.32. The Licensee covenants that it shall at all times remain as an entity of good standing throughout the License Period. In the event that the Licensee is unable to pay its dues, files for protection under any statute, or is the subject matter of a winding up process or faces the possibility of being adjudicated as insolvent, will constitute a Breach.
- 10.33. The Licensee shall make sure that it carries out the Fit-out Works in such a manner that a proper and efficient sound proofing and absorbing system is installed at the Licensed Premises so as to avoid the sound of the Licensed

INITIALS OF PARTIES

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

Premises pass through the Licensed Premises as per the approved policy of the Licensor.

- 10.34. The Licensee acknowledges that there is a guest profiling at the Hotel as per the client policy of the Hotel and further there is also an attire code for the guests at the Hotel. The Licensee agrees that it shall always ensure that the guest visiting at the Licensed Premises are of same profiling and that such guests also adhere to the dress code / attire policy of the Hotel.
- 10.35. The Licensee covenants to advise its bankers and/ or financiers of the terms and conditions of this Agreement and the Licensor shall not be responsible for any breach of the agreements the Licensee may have entered in to with its bankers and/or financiers.
- 10.36. The Licensee covenants that it shall not induct any third party or purport to create any third party rights of any nature whatsoever in the Licensed Premises or any part thereof and transfer or assign the benefit of this Agreement to any third party or person, under any circumstances whatsoever and in any manner whatsoever, even by way of "shop-in-shop" or any other manner.
- 10.37. The Licensee agrees and confirms that as a part of the Hotel, the Licensor shall be absolutely entitled and at liberty to undertake any activities, promotions, publicity, events, functions, etc., including but not limited to, advertisement and publicity in print media, audio and visual media, hoardings, banners, pamphlets, sale promotion programs, discount schemes, public relations activities for the benefit of the Hotel generally, and/or specifically in respect of Hotel, social/corporate responsibility marketing initiatives, etc., in any part of the Property (excluding the Licensed Premises) common areas, lobbies and open and built-up areas of the Property (all of which are and shall always be and be deemed to be in the absolute and exclusive possession of the Licensor). The Licensee further confirms that it shall, if required by the Licensor, participate in such activities, promotions, publicity, events, functions etc. if the same are common to the other Licensed Premises in the Hotel.
- 10.38. The Licensee covenants and agrees that it shall stop the use of the Licensed Premises and remove all its employees, representatives and agents and all its machines, equipment, furniture and fixtures and other goods and material therefrom without causing any damage to the Licensed Premises and shall restore the Licensed Premises to the state and condition other than the sanctioned renovations in which the Licensed Premises is at present, reasonable wear and tear excepted, on or before the expiry of the License Period or sooner determination thereof and shall remove itself, its staff and belongings and stop using the Licensed Premises and hand over charge of the Licensed Premises to the Licensor.

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

- 10.39. The Licensee also agrees that it shall always allow priority access to the guests of the Hotel and also to the key managerial personnel of the Licensor and that such persons / guests shall also be allowed by the Licensee to get stag entry on all the days of a week, without any exception, to the Licensee's Restro Bar being operated from the Licensed Premises.
- 10.40. The Licensee also agree that it shall allow/permit visit/entry of the Promoters/Directors on the License Premises on complimentary basis upto an amount of rupee one lakh per month at direct F&B cost. Any additional amount over and above will be billed at cost to the Licensor.
- 10.41. The Licensee covenants that it shall always procure the liquors from the legal means on its own liquor license. In case any of the liquor bottles found not having Licensee's liquor licence number on it, the same shall be constituted as a gross Breach of this Agreement and in such case the Licensor shall have the right, but not the obligation, to terminate this Agreement without any notice.
- 10.42. The Licensee agrees that in all open / alfresco areas given to the Licensee for non-exclusive use, only very soft music shall be played by the Licensee strictly following the sound level below 38 DB as per the Licensor's policies and no halogen / sharp lights will be used by the Licensee in such open / alfresco areas at any time.
- 10.43. The Licensee agree that it will get/hire acoustic consultant/sound expert for strictly ensuring that no sound from the License premises will go out to Hotel Areas. The same will require the prior approval from the Licensor.
- 10.44. The Licensee shall set-up, maintain and operate its kitchen only at the dedicated place defined, marked and approved by the Licensor within the Licensed Premises.
- 10.45. The Licensee agrees that it will pay for any additional cost incurred by the Licensor for enhancing security at the drop of point or passage to the License Premises for the smooth and peaceful operation.
- 10.46. The Licensee agree that it will make valet arrangements at its own cost as required by the Licensor for parking of vehicles for its guests and the Licensor will be fully indemnified by the Licensee for any claim for Licensee guest/third party in respect of handling of the vehicles by the Valet or any other reason whatsoever.
- 10.47. The Licensee shall provide the monthly Sales Report of the License Premises to the Licensor or for such period as and when ask for.

<p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
--	---

11. REPRESENTATIONS AND OBLIGATIONS OF LICENSOR

11.1. The Licensor hereby represents and warrants that:

- (i) It has the Perpetual Lease Deed of the Property in its name and is possessed of or otherwise well and sufficiently entitled to the Hotel and has full authority and absolute right to enter into this Agreement and the rights granted under this Agreement in favour of the Licensee;
- (ii) the lenders to whom the Licensed Premises have been mortgaged to have no objection to the Licensor providing the Licensed Premises to the Licensee per the terms of this Agreement;
- (iii) it has not entered into any agreement for the transfer of the Licensed Premises with any other party or created any tenancies or licenses or inducted or agreed to induct any new occupants in the Licensed Premises or any part thereof at the time of signing of this Agreement;
- (iv) it has not received any notice (express or constructive) of violation of law or municipal ordinance, order or requirement having jurisdiction, or affecting the Licensed Premises or any part thereof as at the date of signing of this Agreement; and
- (v) it shall pay all applicable present and future property tax in respect of the Licensed Premises.

11.2. The Licensor shall provide, at its own cost:

- (i) Housekeeping of the common area of the Hotel including cleaning and keeping in neat and tidy condition common passages, lobbies and entrances around the said Licensed Premises.
- (ii) Civil and other maintenance, looking after and attending to the electricity, water and sanitary fittings and pumping requirements in the common passages, lobbies and entrance around the Licensed Premises.
- (iii) Security for the common area provided that Licensor shall not in any way be responsible in case of any theft, pilferage or loss from the Licensed Premises and for the occurrence of any criminal activity in Licensed Premises.
- (iv) External and internal lighting only for the common area of the Hotel excluding the Licensed Premises.

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

- 11.3. Notwithstanding anything contained in this agreement, the Licensor will take all actions to ensure that the Licensee is able to enjoy the peaceful occupation and use of the Licensed Premises in accordance with the terms of this Agreement. Such actions would include:
- (i) keeping the Licensed Premises in good structural repair, order and condition and do at their cost all heavy and/or structural repairs thereto as may be necessary or required from time to time, and in particular to prevent or repair any damage due to water leakages except for any damage that has been caused by the employees, staffs or guests of the Licensee;
 - (ii) complying with all laws, rules, regulations and bye-laws required to be observed by the Licensor.
- 11.4. The Licensor agrees that all actions from the Licensor with regard to making any change or amendment in this Agreement or any deviation / waiver / permission in respect to the operation at / from the Licensed Premises, shall be backed and supported by a board resolution from the Licensor entity duly signed by the authorized directors of the Licensor entity.
12. **SIGNAGE**
- 12.1. The Licensee shall be permitted to install signage on the entrance of the Licensed Premises (hereinafter referred to as the "Signage") and the Licensee shall adhere to the specifications related to the material, size, location, etc. as stipulated by the Licensor from time to time with respect to the Signage. In addition all Signage shall be aesthetically done and the Licensee shall only display its brand name/trademark/ logo thereon and no advertisements or publicity of any third parties and no trademarks, brands, logos, intellectual property etc. of any third parties shall be displayed on it.
- 12.2. It is clarified that the Licensee shall not be entitled to install any other signage on the external façade of the Hotel.
- 12.3. The Licensee shall be fully liable and responsible to maintain and repair the Signage at its full costs and to bear and pay all fees, taxes and statutory impositions levied/charged in respect thereof, to the statutory and/or concerned authorities. In the event the Licensee fails to maintain and keep the Signage in good order, repair and condition, the Licensor shall be fully entitled either: (i) to withdraw the Signage facility and to install any other signage as it may deem fit or (ii) to repair the Signage at the cost and risk of the Licensee.
- 12.4. Any violation of the Licensor's signage policy shall be construed a Breach of this

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

Agreement.

- 12.5. During the License Period under this Agreement, the Licensor shall be entitled to use the logo and/or brand names of the Licensee in brochures, pamphlets, advertisements, hoardings, etc. for promoting the Hotel.

13. SAFETY & SECURITY

- 13.1. The Licensor shall be entitled, in the interest of the overall security of the Hotel, and for the better and smooth operations of the various events, businesses and activities in Hotel, to introduce/install appropriate security and/or safety measures in respect of the Hotel, security checks for employees/personnel of the Licensee and/or visitors to the Hotel (Identity cards shall be produced by Employees of the Licensee as and when demanded by the agency/security agency appointed in respect of the Hotel).
- 13.2. The Licensee shall be fully liable and responsible to maintain the security at the Licensed Premises during its normal business hours. The Licensee shall hire a renowned professional security agency, with prior approval of the Licensor, to maintain the security/ safety at the Licensed Premises including, but not limited to, security checks for guests/ visitors of the Licensee at the entrance of the Licensed Premises and also to restrict any unwelcomed, unethical, immoral, indecent, illegal, anti-social, anti-national, etc. behaviour, gesture and action of any guest of the Licensee at any place within the Property. The Licensee shall also get a complete security plan prepared from such hired security agency and shall share the same with the Licensor for its approval. The Licensee shall get the requisite number of Closed Circuit Television Cameras (CCTV) installed in and around the Licensed Premises from a professional CCTV expert, as approved in advance in writing by the Licensor. The Licensee hereby undertakes that complete access of CCTV's Cameras, Digital Video Recorders (DVRs), along with its hard-disk, shall be provided to the Licensor round the clock for any security, surveillance or other purposes.
- 13.3. The Licensee shall only be entitled to use the only outside entrance for utilization of License premises for its guests and otherwise.

14. OTHER AMENITIES & FACILITIES

14.1. Electricity Connection

The Licensor shall provide electricity connection at one point for the Licensed Premises and all internal wiring will be the responsibility of the Licensee. If the Licensee requires additional load, the Licensee shall be responsible to obtain the same at additional cost and, if required, pay any additional security deposit. The

Privileged and Confidential Document

Page 33 of 54

INITIALS OF PARTIES

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

Licensor shall get a separate sub-meter installed for recording the electricity consumption and suitable mechanism for measuring electricity consumption by the Licensee at the Licensed Premises.

14.2. Chilled Water for Air Conditioning

The Licensor shall also provide chilled water for the air conditioning at the Licensed Premises, during the access hours and such other times as may be required by the Licensee (upon prior intimation) and which shall be charged separately as per BTU Meter as may be required by the Licensee from time to time. Cost of such as agreed between the Parties would be subject to any increase in the market input cost to the Licensor and shall be subject to escalation at the rate as mutually agreed between the Parties from time to time..

14.3. Power Back-up /DG Charges

The Licensor shall also provide power back up for the Licensed Premises. This will only be provided by Licensor only when the service provider of power fails to provide the power due to no fault of the Licensee. The power back-up shall be provided for a maximum load of 100 kw and the charge for the same shall be included in the electricity per unit charge as per the formula laid down by the Licensor for other Licensee from time to time . Further, this is however clarified and agreed between the Parties that the Licensor shall in no circumstance have any liability in case power back up facility gets affected due to any reason which is beyond the control of the Licensor, including but not limited to, any event of Force Majeure, any technical snag in the DG Sets or any restriction, if imposed, by any authority which hinders / stops operations of DG Sets.

14.4. PNG Gas Connection

PNG supply connection at one point will be the responsibility of the Licensee. For the same, the Licensor shall extend its all cooperation to the Licensee to have a sub-meter installed separately for the Licensed Premises at the entire cost and efforts of the Licensee. The actual consumption charges of the PNG shall be separately paid by the Licensee to the Licensor on monthly basis.

15. BREACH AND CONSEQUENCES

15.1. Breach

- (i) In the event of a Breach of any of the covenants by the Licensee or a breach of any of the terms and conditions of this Agreement, the Licensor shall give the Licensee a notice of such Breach. The Licensee shall rectify such Breach (such rectification shall be referred to as "Cure" or "Cured")

<p>Unison Hotels Pvt. Ltd.</p> <p>FOR UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorized Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorized Signatory</p>
--	--

within a period of fifteen (15) days ("Cure Period"), however, clarified and agreed between the Parties that in case any such Breach committed by / on the part of the Licensee, relates anywhere to subject matters, including but not limited to, violation of any legal provisions / regulation; relating to immoral / illegal / trafficking activities; storage of hazardous / illegal / contraband / dangerous goods / weapons / material / consumables; relating to breach of peace/security within or around the Property, or a Breach of any vital nature, etc., the Cure Period for such Breaches will be reduced to one (1) day only and the Licensee shall cure such Breach within one (1) day as stipulated herein. Should such Breach be Cured by the Licensee within the Cure Period, as applicable for different scenarios as detailed hereinabove (including by payment of any compensation), the Agreement shall continue as envisaged herein. In case the Licensee fails to Cure the Breach within the Cure Period, the Licensor has a right to unilaterally terminate this Agreement with immediate effect.

- (ii) In addition to the Breaches specified elsewhere in this Agreement, breach of any of the instances given below shall also constitute a "**Breach**" and the consequences of Breach as stated in **Clause 15.2** shall ensue:
- (a) Failure to commence Fit-Out Works within fifteen (15) days from the Commencement Date; OR
 - (b) The Licensee fails to complete Fit-Out Works and commence its operations from the Licensed Premises within thirty (30) days after expiry of the Fit-Out Period, notwithstanding any payments made by the Licensee under this Agreement; OR
 - (c) The Licensee effects any structural change, cutting, chopping, digging, hacking, dismantling in any manner or form or destruction in any manner or form of the floors or walls of the Licensed Premises and/or in the Hotel; OR
 - (d) Any act or omission on the Licensee's part, which in any manner adversely affects the business of the Hotel shall be construed as an act of sabotage and shall be considered a Breach hereof; OR
 - (e) The Licensee makes 3 (three) delays in making payments or makes short payments towards any dues payable to the Licensor beyond its due date or in case of three (3) occasions of dishonor of any cheque issued by the Licensee to the Licensor under this Agreement; OR

<p>FOUNISON HOTELS PVT. LTD.</p> <p>S.K. Sharma</p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p>Authorised Signatory</p>
---	---

- (f) Failure to rectify any Breach of any terms and conditions of this Agreement within the Cure Period; OR
- (iii) Any indulgence shown by Licensor to the Licensee at any time, including by condoning any Breach of the covenants above, shall be without prejudice to any rights of the Licensor under the terms of this Agreement and shall not be used as a ground of defense by the Licensee in any court of law.

15.2. Consequences

In the event of a Breach by the Licensee, the Licensor may, at its sole option, exercise any (one or more) or all of the following rights:

- (i) The Licensor or any person or persons duly authorized by it in that behalf, shall have the absolute right to disallow the Licensee and its staff, servants and agents from entering, using or opening the Licensed Premises.
- (ii) In addition to other rights and remedies available to the Licensor under the law and this Agreement, the Licensor shall be at liberty to disconnect chilled water supply for air conditioning of the Licensed Premises and all services, including electricity, water supply and other utilities to the Licensed Premises, without any further notice and prejudice to the Licensor's right to recover the amount of arrears, interest and re-connection charges. By doing so, the Licensor shall have no responsibility or liability for any loss or damage caused to the Licensee and the Licensee shall not make any claim whatsoever against the Licensor as a result of such action.
- (iii) Notwithstanding anything else mentioned in this Agreement, in case of any Breach by the Licensee, the Licensor shall be entitled to terminate this Agreement unilaterally forthwith at any time including during the Lock-in Period, without giving any notice to the Licensee. Provided unequivocally that in case of such termination by the Licensor, the License Fee and other charges payable for the remaining period of the Lock-in Period shall be fully and unconditionally paid by the Licensee to the Licensor without any delay or demur and in case not paid, the same shall be recovered / adjusted with the IFSD. Further, this is unequivocally and unambiguously acknowledged, accepted and agreed by the Licensee that in case of any Breach on the part of the Licensee and which is not cured or remedied by the Licensee as per the terms hereof, the ownership rights (including all right to sell / dispose of/ or use or otherwise deal in any manner whatsoever) of all machines, equipment, stocks, installations, furniture, fixtures, renovations, decorates, other

<p>For Unison Hotels Pvt. Ltd.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>For Secret Hospitality Pvt. Ltd.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	--

goods & material, and any other assets of the Licensee in the Licensed Premises shall become automatically transferred and vested in the Licensor absolutely and exclusively.

16. RENOVATION & REPAIR WORKS

16.1. After undertaking the initial Fit-out Works contemplated under **Clause 7** of this Agreement, the Licensee shall not be entitled to undertake and carry out any further or other renovations, repairs, alterations, furnishing or interior decoration work in the Licensed Premises, unless it has obtained the previous written consent and permission of the Licensor, which shall be at the Licensor's sole discretion to grant, refuse, or grant subject to conditions. The relevant provisions of **Clause 7** hereinabove shall *mutatis mutandis* apply in respect of such works; provided that the Licensor shall be entitled to stipulate the maximum period during which such works shall be undertaken and completed by the Licensee and the Permitted Business fully resumed by the Licensee in the Licensed Premises and the Licensee shall be bound and liable to adhere to the same failing which the Licensor shall be entitled and at liberty, without prejudice to all its rights and remedies under this Agreement (including its right to terminate the license of the Licensed Premises), to charge, collect and receive from the Licensee pre-estimated liquidated damages in the sum of Rs. 50,000/- (Rupees Fifty Thousand Only) (which the Licensor and the Licensee consider to be reasonable, and not as a penalty) for each day (or part thereof) of delay in completion of the works and until the Permitted Business is fully re-commenced in the Licensed Premises by the Licensee. Notwithstanding that the Licensed Premises may be closed and/or the Permitted Business suspended during the period that the aforesaid works are been undertaken, the Licensee shall continue to be bound and liable to bear and pay the License Fees and all other amounts/charges/liabilities referred to in this Agreement, without any delay, demur, or default.

16.2. All internal non-structural repairs, in and to the Licensed Premises shall be undertaken by the Licensee at its costs, and with the prior written permission of the Licensor. The Licensee covenants that it will undertake at its own costs maintenance and all routine repairs of the equipment and installations (electrical panels, drainage lines, etc. within the Licensed Premises, whether provided by the Licensor or otherwise) on a regular basis. The Licensee hereby confirms that Licensor shall not be responsible for any maintenance and repairs of such equipment/installations.

17. INSURANCE

17.1. The Licensee shall take all appropriate insurance covers including but not limited to public liability insurance policy and a comprehensive special fire and

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

peril policy from an approved insurance company in its own name which shall be valid till the continuation of this Agreement and for the requisite amount as may be guided by the Licensor for covering all loss, damages, claims, etc. whatever may cause or arise during continuation of this Agreement.

- 17.2. This is agreed by the Licensee that all costs and expenses towards the said insurance cover shall be solely borne by the Licensee only. Further the Licensee shall at all times promptly provide the self-attested copy of all such policy or policies of insurance and the receipts for payment of their premiums to the Licensor.

18. INDEMNITY AND LIMITATION OF LICENSOR'S LIABILITIES

18.1. Indemnity

The Licensee agrees to do all other acts as required to fully, unconditionally and promptly indemnify, defend and hold harmless the Licensor, and/or its officers, directors, shareholders, employees, agents and assigns, from and against any and all claims, losses, demands, damages, liabilities of any nature whatsoever or any other expense arising out of any fines, penalties, damages, awards, claims, suits or other actions including, but not limited to, costs, expenses, and attorneys' fees, which are threatened, brought against or incurred by the Licensor and/or its officers, directors, shareholders, employees, agents and assigns arising out of this Agreement or arising out of any actions / operations of the Licensee or that may be claimed or may arise in tort, contract or otherwise on account of any actual or alleged injury, damage (physical, financial or otherwise), death or other consequences occurring to any person, property or entity which may directly or indirectly arise out of or result from marketing, advertising, promotion, operations of any activity by the Licensee at the Property or elsewhere. The Licensee further agrees to immediately, promptly and unconditionally defend, indemnify and hold the Licensor harmless from all losses, damages, costs and expenses (including attorney's fees) arising out of any such claims or demands or due to any failure of Licensee (including persons acting on his behalf or at the behest of the Licensee) to perform the obligations specified in this Agreement with respect to the use of Licensed Premises or connected to the operations / activities of the Licensee, including, without any limitation, all loss, damage and expense arising out of the impairment or loss of any goodwill, market value and image of the Licensor, or any rights thereof relating thereto.

18.2. Limitation of Licensor's Liabilities

The Licensor shall not be responsible or liable for any theft, loss, damage, or destruction or pilferage of any property of the Licensee, or of any guest / persons

<p>For UNISEN HOTELS PVT. LTD.</p> <p>Unisen Hotels Pvt. Ltd.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

in the Licensed Premises/the Hotel, or for any bodily injury to any persons in the Licensed Premises/the Hotel from any cause, whatsoever, including, but not limited to, any loss, damage, harm or injury, caused by fire, theft, rains, damp, leakage of water, white-ants, or stoppage, breakage or bursting of any pipes, appliances or machinery connected with or used in respect of the Licensed Premises, or any part thereof, or by giving way of any portion of the floors, walls or roof of the Licensed Premises, or by reason of any act omission or error of any Employees, service providers, servants or agents of the Licensee, whether in the performance of their duties, or otherwise, or by any other cause whatsoever.

19. TERMINATION & CONSEQUENCES OF TERMINATION

19.1. Termination

- (i) Notwithstanding anything stated in this Agreement, in case the Licensee fails to Cure any Breach within the Cure Period as provided in **Clause 15** hereinabove, the Licensor will be entitled to unilaterally terminate this Agreement forthwith at any time with immediate effect during the License Period including during the Lock-in Period, with or without giving any notice.
- (ii) Without prejudice and in addition to the rights of termination specifically reserved to the Licensor elsewhere in this Agreement, the Licensor shall be fully and freely entitled and at liberty to unilaterally terminate this Agreement, at any time on and after the Effective Date hereof and during the License Period (including at any time during the Lock-in Period), in any of the undermentioned circumstances, that is:
 - (a) If any bill is passed by the Union and/or State Legislature/s or upon any ordinance being proposed, which restricts, prohibits or adversely affects in any manner whatsoever the rights and interest of the Licensor hereunder, or which confers any rights, benefits or interests upon the Licensee which are not conferred upon it hereunder, or which make any change whatsoever in the legal status of the Licensee. It is expressly clarified, agreed and understood that the License agreed to be granted herein shall stand automatically cancelled, revoked and terminated 1 (one) day before the mere passing of such a bill by either/both Legislature/s and/or the mere proposal of such an ordinance, and before the assent of the President or Governor (as the case may be) is given to such bill or ordinance;
 - (b) In the event the Licensee ceases to own, hold, control and personally operate and manage the Permitted Business, or any

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p>S.K. Sharma</p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p>Authorised Signatory</p>
--	---

part thereof, and/or wrongfully delegates, sub-contracts, assigns, or transfers, any of its obligations, duties, and liabilities under this Agreement, in any of which cases the License agreed to be granted herein shall be deemed to have been terminated by the Licensor 1 (one) day prior to the occurrence of any of the aforesaid event/s;

- (c) In the event a petition (voluntary or otherwise) for winding-up of the Licensee has been filed in any Court of Law, or the Licensee has entered into any compromise or arrangement with its creditors, in which case the License agreed to be granted herein shall be deemed to have been terminated by the Licensor (1) one day before the occurrence of such event.
- (d) The Licensee serves any food, alcoholic drinks and/or beverages which are prohibited by law, and/or which are not safe, clean and/or hygienic and/or which are not properly cooked/prepared and/or stored and/or which cause any harm, injury, food poisoning, sickness, illness, or disease to any person, and/or if there is any adverse, negative or disparaging media publicity or judgment or order of any court of law or judicial or quasi-judicial authorities in respect of the Licensee's Permitted Business and/or businesses practices. In any of the above cases the Licensor shall be entitled to terminate the license herein by addressing a five (5) days' notice (in writing) to the Licensee.
- (iii) Notwithstanding anything to the contrary mentioned elsewhere in this Agreement, each of the Parties acknowledges, admits and accepts that after the expiry of Lock-in-Period, both Parties shall have the unilateral right to terminate this Agreement at any time, for any reason whatsoever, with or without cause, by giving the other Party a three (3) months' advance written notice.

19.2. Consequences of Termination

- (i) On the expiry, or termination, or sooner or earlier determination, of this Agreement, the Licensor or any person or persons duly authorized by it in that behalf, shall be entitled to re-enter and to re-occupy the Licensed Premises and the Licensee shall:
 - (a) cease to carry on the Permitted Business in and from the Licensed Premises;
 - (b) remove itself and all its employees, and all its/their belongings, chattels, articles, things and equipment (including all signage)

INITIALS OF PARTIES

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p>S.K. Sharma</p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p>[Signature]</p> <p>Authorised Signatory</p>
--	--

(hereinafter referred to as "Goods") from the Licensed Premises;

- (c) bear and pay to the Licensor, in full, any outstanding and/or unpaid License Fees, taxes, charges, liabilities, utilities charges, valet charges, electricity charges, PNG Charges, pre-estimated liquidated damages, etc., due and payable by the Licensee under this Agreement for the entire remaining Licensed Period; and
- (d) fully vacate and hand over charge of the entire Licensed Premises to the Licensor in good repair order and condition (reasonable wear and tear excepted) together with any fixtures/fittings and fit-outs that are fastened to the Licensed Premises, including, false ceilings, doors, windows, partitions, flooring, electrical and sanitary fixtures and fittings, etc., all of which shall belong to the Licensor without any payment therefor.
- (ii) On the expiry, or termination, or sooner or earlier determination of this Agreement, the Licensee and all its employees, shall be trespassers, and on their failure to leave the Licensed Premises, the Licensor shall be entitled to remove them from the Licensed Premises and also prevent them from entering into the Licensed Premises (including, but not limited to, by closing/locking the entrance of the Licensed Premises and preventing / restricting / restraining them from entering the Licensed Premises). On the Licensee failing to remove, on the expiry, or termination, or sooner or earlier determination, of this Agreement, the Goods as aforesaid, the Licensor shall be fully entitled and at liberty and the Licensor is hereby irrevocably authorised by the Licensee, to remove the Goods (after making a list thereof) to a storage area of the Licensor's choice at the risk and cost of the Licensee in all respects. The inventory so taken shall be conclusive and the veracity of the same shall not be called in question. In such a case the Licensor shall store the Goods, at any location within the Property or elsewhere as the Licensor may decide in its sole and absolute discretion, for a maximum period of five (5) days from the date of the expiry, or termination, or sooner or earlier determination of this Agreement, and on the expiry of the aforesaid period if the Licensee has not taken charge of the Goods and paid the Licensor the entire transportation, and all other incidental and ancillary charges together with any other amounts due and payable to the Licensor under this Agreement, the Licensor shall be fully entitled and at liberty and it is hereby irrevocably authorised by the Licensee to sell the Goods by public auction or private treaty for such price and upon such terms and conditions as the Licensor may deem fit. Upon such sale being completed the Licensor shall firstly appropriate to itself out of the sale proceeds:
- (a) the entire costs incurred by it in removing and transporting the

Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. Sharma Authorised Signatory	Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PRIVATE LIMITED Auth. Signatory
--	---

Goods as aforesaid;

- (b) all charges incurred in storing the Goods and all incidental costs;
- (c) the cost of the sale of the Goods; and
- (d) all outstanding amounts/charges/liabilities due and payable by the Licensee under this Agreement.

If there is any amount remaining after payment of the above liabilities, the Licenser shall be entitled to forfeit the same without prejudice all to its other rights and remedies under this Agreement and in law against the Licensee. If the sale proceeds are not sufficient to defray the above liabilities in full, the Licenser shall be entitled and at liberty to proceed against the Licensee in law for recovery of such outstanding amounts. The Licenser shall not be liable to the Licensee for any damage or loss of any Goods and the Licenser shall in the above circumstances not render itself liable to any civil or criminal action by removing the Goods and storing and/or selling the same. The above rights and authorities are irrevocable and constitute the basis of this Agreement, and the Licensee shall not be entitled to dispute or challenge or call into question the validity or reasonableness of such provisions. The above rights shall be in addition to all the other rights and remedies available to Licenser under this Agreement and all the Licenser's rights and remedies under law against the Licensee in respect of the breaches committed by it of the terms and provisions of this Agreement.

- (iii) The expiry, or the termination, or sooner or earlier determination, of this Agreement shall not release the Licensee from paying and discharging the License Fees and all other liabilities, charges, taxes, utilities charges, PNG charges, valet charges, electricity charges, pre-estimated liquidated damages and any other charges and liabilities due and payable to the Licenser under this Agreement for the entire remaining Licensed Period, and shall not release the Licensee from complying with, performing and discharging any obligation that shall have been incurred by the Licensee on or prior to the date of such expiry, or termination, or sooner or earlier determination (as the case may be). The Licensee shall continue to be liable for any balance dues and the same shall be recovered from the Licensee with interest at the rate of 18 % per annum and if such arrears remain outstanding beyond thirty (30) days, then the Licensee shall be liable to pay such arrears together with interest thereon at the rate of 24% per annum, compounded quarterly for each financial accounting period, till the date of payment. The computation shall be on the basis of 360-day year comprising twelve 30 days' months. The Licenser has the right to not allow the Licensee to remove Goods from the Licensed Premises or the property till

S. K. Sharma
Authorised Signatory

all the due amounts are paid in full to/recovered by the Licensor. The Licensor may at any time move any such Good without any liability on its part and entirely to the costs and consequences of the Licensee.

- (iv) The Licensor shall be entitled to adjust all monies deposited by the Licensee with the Licensor under this Agreement against all sums due to the Licensor, without any limitation, including License Fees and all other liabilities, charges, taxes, utilities charges, PNG charges, valet charges, electricity charges, pre-estimated liquidated damages and any other charges and liabilities for the remaining period of the Lock-in-Period, taxes, interests, damages etc. In the event the aggregate of arrears of License Fees, or any other sum due and payable and the above mentioned costs exceeds the amount deposited as security / advance with the Licensor, then the Licensee shall pay to the Licensor to the extent of such amounts due to the Licensor over and above such sums deposited by the Licensee with the Licensor.
- (v) Upon termination of this Agreement for any reason whatsoever, including by efflux of time, the Licensor shall be entitled at any time to induct a new licensee into the Licensed Premises on terms and conditions as it may deem fit. These rights of the Licensor are, however, in addition to and without prejudice to all its other rights as mentioned in the Agreement.

20. FORCE MAJEURE

- 20.1. The Licensor shall be unilaterally entitled and at liberty to terminate this Agreement at any time during the License Period (including at any time during the Lock-in Period), if the Licensed Premises is totally destroyed, or the Licensed Premises have been partially damaged but as a result thereof is unfit/ unsafe for use, and such total destruction or partial damage (as the case may be) is due to acts of God, or conditions of Force Majeure Event. In such case, the Licensor shall be entitled to terminate this Agreement by addressing a prior notice (in writing) to the Licensee whereupon the applicable provisions of this Agreement shall take effect; provided however that if the Licensee has been able to come out of the Force Majeure Event for which the notice of termination has been served by the Licensor, within a period of one (1) month from the receipt of such notice of termination (in writing), then the termination shall automatically stand withdrawn and cancelled and this Agreement shall continue.
- 20.2. For the purpose of this Agreement, a force majeure event shall mean and include events like acts of God, acts of any Government or any agency thereof, law order, decree or regulation both present and future of any Government or any department or agency thereof, expropriation or confiscation of facilities, natural disaster, epidemics, war, riots, civil commotion, sabotage, strikes or other

<p>Unison Hotels Pvt. Ltd.</p> <p>For UNISON HOTELS PVT. LTD.</p> <p><i>SK Sharma</i></p> <p>Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd.</p> <p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

concerted acts of workmen, lockouts, nation-wide or regional power failure, transportation embargoes, fire, explosions, heavy weather, floods, earthquake, epidemics, disasters or any other event beyond the control of a Party affected ("**Force Majeure Event**"). The Force Majeure Event also includes an event of any adverse change in the policy of the Government of India, which impairs the continuation of the operation of the Hotel or the Permitted Business or if the concerned Government of India has passed any Law, regulation, order, objection certificate, notification, ordinance or other decision which forces any adverse circumstance which make it impossible to perform the respective obligations of the Parties under this Agreement.

21. GOVERNING LAW, JURISDICTION & DISPUTE RESOLUTION

- 21.1.** This Agreement shall be governed by and interpreted in accordance with the laws of India.
- 21.2.** The courts at **New Delhi, India** shall have exclusive jurisdiction to hear and decide any matter relation to this Agreement or the subject matter hereof.
- 21.3.** Where a dispute arises between the Parties, the aggrieved Party shall serve a written notice of his grievance on the other Party. In the circumstances, the Parties shall first attempt meaningful negotiation and each Party shall appoint at least two (2) of its directors or managers.
- 21.4.** To participate in the negotiation process, such that, each Party shall have at least one person, who, is authorized to bind the Party in an agreement, participating in the negotiation process.
- 21.5.** Except where otherwise stated, if the Parties are unable to settle the dispute by negotiation within thirty (30) days of the date of the notice of the grievance, the Parties shall refer the dispute to an independent sole arbitrator, a retired High Court/ Supreme Court judge, appointed in the **New Delhi, INDIA** and chosen in accordance with the mutual agreement of the Parties.
- 21.6.** In the event the Parties are unable to decide upon appointment of a sole arbitrator, the dispute or difference shall be referred to a panel of three (3) arbitrators. Each Party would have a right to nominate one (1) arbitrator each (preferably a retired High Court/ Supreme Court judge) and such nominated arbitrators would appoint the third arbitrator. The substantive arbitration law shall be of, and arbitration proceedings shall be settled in accordance with, the provisions of **The Arbitration & Conciliation Act, 1996** (as amended from time to time).

<p>Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>S.K. Sharma</i> Authorised Signatory</p>	<p>Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PRIVATE LIMITED <i>[Signature]</i> Authorised Signatory</p>
---	---

- 21.7. The place of the arbitration shall be at **New Delhi, INDIA**. The proceedings of arbitration shall be in English Language.
- 21.8. The Parties hereby agree that the arbitral award shall be final and binding on both the Parties and the Parties shall take all actions necessary or appropriate to cause such award to be given full effect and enforcement.
- 21.9. The arbitral award shall be substantiated in writing. All costs of the arbitration will be borne by the unsuccessful Party, unless the arbitrator(s) orders otherwise. The Parties hereto renounce the right to claim for and receive indirect or consequential damages, including those arising from loss of time, loss of profits and/or loss of production.
- 21.10. Judgment upon any award rendered under this Clause may be rendered and enforced in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be. The proceedings shall be confidential. This arbitration process shall be the sole and exclusive means of resolving any controversy, dispute or claim.

22. NOTICES

- 22.1. All notices to be given under this Agreement shall be in writing in English, signed by authorized person of the sender, and left or sent by first class guaranteed delivery mail, courier service and email to the addresses, and to the attention of the authorized representatives of the Parties, set out in **Clause 23.2** below or to such other address as the Party concerned shall from time to time designate by written notice sent to the other Party. Any such notice shall be deemed given
- (i) at the time when the same is left at the address notified in this Agreement or by other written notice if left during the normal business hours of the office, failing which it shall be deemed to have been given at 1100 hours in the addressee's time zone on the next business day; or
 - (ii) five (5) days after the same shall have been properly posted, or three (3) days after the same shall have been collected by, or delivered to, the courier service for sending; or
 - (iii) in the case of a fax or an email, forthwith upon transmission if sent during normal business hours failing which it shall be deemed to have been given at 11:00 hours in the addressee's time zone on the next business day provided that the transmitting fax machine generates upon completion of the transmission a transmission report stating that the notice has been duly transmitted without error to the addressee's fax

<p>For UNISON HOTELS PVT. LTD.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	--

number or when appearing in the sent items of the sender, as the case may be. Without prejudice to the foregoing provisions of this Clause a hard copy of such notice shall also be sent by first class guaranteed delivery mail to the addressee.

- 22.2. The information of the Parties for receipt of any notice in accordance with this Clause and this Agreement, is as follows:

If to Licensor:

Address : Unison Hotel Private Limited
Vasant Kunj-Phase II,
Nelson Mandela Road,
New Delhi - 110 070, India
Attention : Mr. Rajesh Rustagi, Group CFO & Company Secretary
Tel. : +91 11 2670 5002
Email : rajesh.rustagi@unisonhotels.com

And
:
General Manager The Grand New Delhi
gm@thegrandnewdelhi.com

And
Mr.Devesh Saraf, Director
devesh.saraf@unisonhotels.com

If to Licensee:

Address : Secret Hospitality Private Limited
RZH-210 F/F, 51/9,GALI No.6, Jai Vihar, Najafgarh,
Nanloi, Near Hari Das School, South West Delhi -110043
Attention : Mr.Kunal Chabra
Tel. : +91- 9582829990
Email : kunalchhabra72@gmail.com

23. MISCELLANEOUS

- 23.1. **Independent Status:** The relationship between the Parties shall be limited to the performance of the terms and conditions of this Agreement. Nothing herein shall be construed to create a general relationship, joint-venture or partnership

between the Parties or to authorize any Party to act as an agent for another or to permit any Party to bind another except as set forth in this Agreement or to borrow money on behalf of another Party or to use the credit of any other Party for any purpose.

- 23.2. **Set-Off:** The Licensor shall be entitled to set off, deduct and retain, out of any monies which may be or become due to the Licensee under this Agreement or otherwise, any amount owed by the Licensee to the Licensor hereunder or otherwise.
- 23.3. **Assignment & Sub-Licensing:** The Licensee shall not assign, transfer, sub-license or otherwise part with any of its rights, duties or obligations under this Agreement, in any manner whatsoever, without the prior written consent of the Licensor.
- 23.4. **Amendments:** No modification, variation or amendment to this Agreement shall have any force unless it is in writing and has been signed by the Parties. This Agreement or any other related documents may be amended only in writing signed by each Party, and any such amendment shall be effective only to the extent specifically set forth in such writing.
- 23.5. **Severability:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions of this Agreement.
- 23.6. **Waiver:** No waiver by the Licensor of any Breach of the Licensee of any of the terms of this Agreement shall be valid unless in writing and any such written waiver shall not be deemed to be a waiver of any preceding or succeeding Breach under this Agreement or any term hereof and the rights, powers, and remedies provided by this Agreement are several and cumulative and not exclusive of each other or of any rights, powers and remedies provided by law or equity.
- 23.7. **Succession:** The terms of the Agreement shall apply, *mutatis mutandis*, to any successor body corporate as a result of any merger, amalgamation, arrangement or other reorganization of Licensee, as the case may be. Any successor body corporate of the Licensee shall also be duly bound by the terms of this Agreement. The Licensee shall make prior written intimation to the Licensor in case of any change-in-control of Licensee's entity and shall obtain Licensor's no objection in the same.
- 23.8. **Other Remedies:** No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available under any applicable Law and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or

<p>For UNISON HOTELS PVT. LTD.</p> <p>Unison Hotels Pvt. Ltd.</p> <p><i>S.K. Sharma</i></p> <p>Authorised Signatory</p>	<p>For SECRET HOSPITALITY PRIVATE LIMITED</p> <p>Secret Hospitality Pvt. Ltd.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>
---	---

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be duly executed by their respective representatives thereunto duly authorized as of the date written hereunder.

For and on behalf of
UNISON HOTELS PVT. LTD.

SIGNED BY
Mr. Surender Kumar Sharma,
Liaison Manager

Company's Seal

In the presence of:

Name : Chetan Chaudhary
Father's Name: Rajender Singh
Address : A-100 Condo No. 5
Ganesh Nagar N.D.
988484583806

For UNISON HOTELS
S.K. Sharma
Authorised Signatory
(Signatures)

Han
(Signatures of the Witness)

For and on behalf of
Secret Hospitality PVT. LTD.

SIGNED BY
Mr. Mukesh Singh Bisht
Director

Company's Seal

In the presence of:

Name : Kurandeep Singh
Father's Name: Gurdeep Singh
Address : K-58 Galia No. 13
Pilani Nagar N.D.
3586 3444 8888

For SECRET HOSPITALITY PRIVATE LIMITED
Mukesh Singh Bisht
Authorised Signatory
(Signatures)

12 Singh
(Signatures of the Witness)

otherwise existing under applicable Laws. Further, nothing in this Agreement shall exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

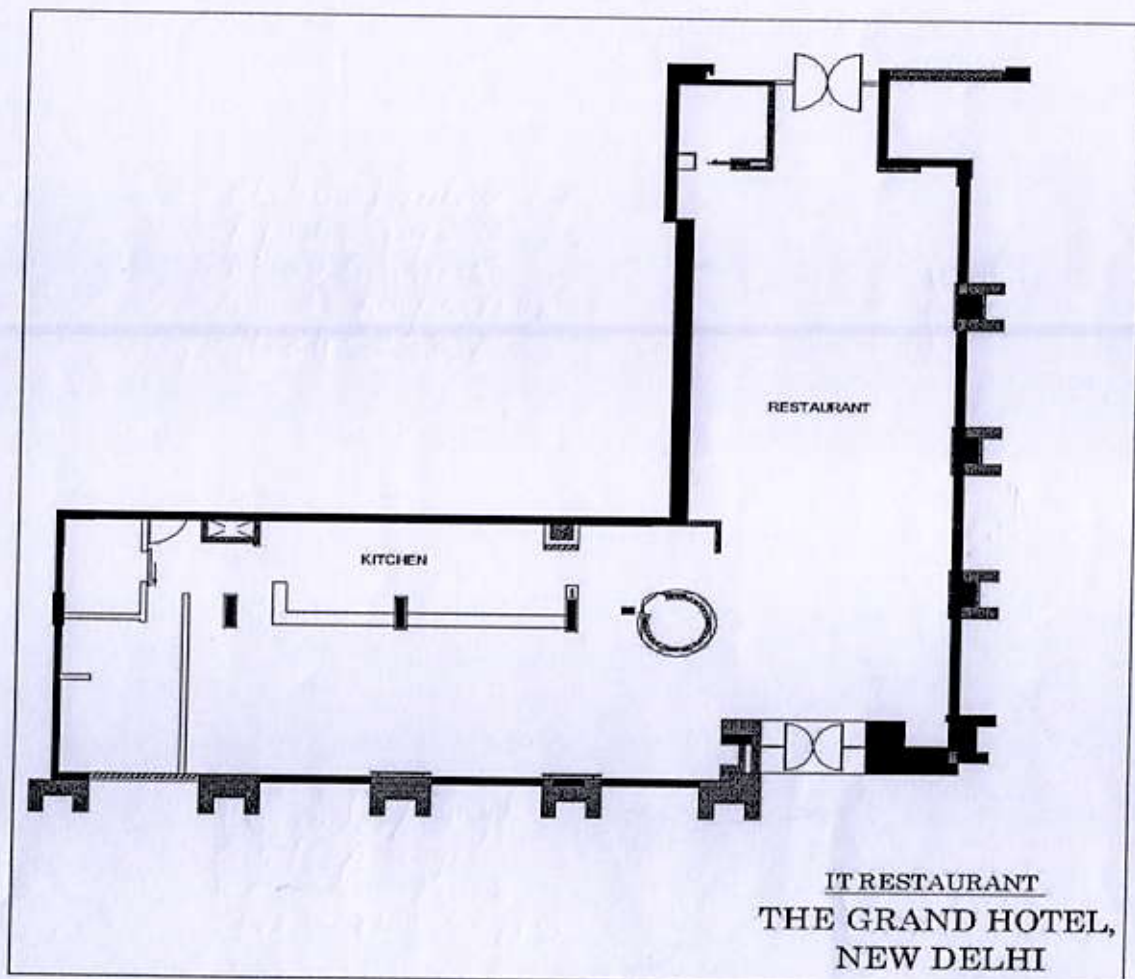
- 23.9. **Further Assurances:** At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.
- 23.10. **Entire Agreement:** This Agreement sets out the entire agreement and understanding between the Parties in respect of the transaction and business arrangement contemplated herein. This Agreement supersedes all prior agreements, understandings and arrangements (whether oral or written), executed amongst the Parties, relating to the context hereof, which shall cease to have any further force or effect. No Party has entered into this Agreement in reliance upon any statement, representation, warranty or undertaking made by or on behalf of any other Party other than those expressly set out in this Agreement. Further, this Agreement read with all its annexure(s) shall constitute the entire agreement between the Parties.
- 23.11. **Surviving Provisions:** Clause 6.2; Clause 6.3; Clause 6.4; Clause 6.5; Clause 10.1; Clause 10.6; Clause 10.9; Clause 10.38; Clause 15.2; Clause 18; Clause 19.2; Clause 21; Clause 22; Clause 23.2; Clause 23.8 and Clause 23.11 ("Surviving Provisions") shall survive on the expiry or termination of this Agreement in accordance with the terms hereof.
- 23.12. **Mutual Assistance:** This Agreement is entered into in a spirit of goodwill and the Parties covenant with each other that each Party will render at all times all reasonable assistance in its power to facilitate successful implementation of this Agreement and/or provide any information or document in its possession, which the other Party may reasonably require for the purpose of this Agreement.
- 23.13. **Stamp Duty:** All charges in respect of the stamp duty and the registration charges, fee, expenses and attorney's fee, or any other incidental charges, if any, etc. to be incurred in respect of the registration of this Agreement shall be solely borne by the Licensee only.
- 23.14. **Counterparts:** This Agreement is being executed in **two (2)** number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

INITIALS OF PARTIES

Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>Sharma</i>	Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PRIVATE LIMITED <i>[Signature]</i> Authorised Signatory
---	--

ANNEXURE I

Super Area 5204.53 sq.ft.



INITIALS OF PARTIES

Unison Hotels Pvt. Ltd. For UNISON HOTELS PVT. LTD. <i>S.K. Sharma</i> Authorised Signatory	Secret Hospitality Pvt. Ltd. For SECRET HOSPITALITY PVT. LTD. <i>[Signature]</i> Authorised Signatory
--	--