

## **SHORT FORM AGREEMENT**

This **SHORT FORM AGREEMENT** (“**SFA**”) is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“Effective Day”) in Mumbai, Maharashtra.

### **BY AND BETWEEN**

**FASHION TV INDIA PRIVATE LIMITED** (CIN: U92490MH2019PTC335250) a company duly registered and incorporated under the provision of the Companies Act, 2013 and having its registered office at **Level 7, G Block, BKC, Bandra East, Mumbai – 400051**; hereinafter referred to as the “**FRANCHISOR / FTV**” (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors, and assigns) of the **FIRST PART**;

### **AND**

\_\_\_\_\_, an Indian Inhabitant, aged about \_\_\_\_\_ years, having permanent address at \_\_\_\_\_ bearing **PAN No.:** \_\_\_\_\_ and **AADHAR CARD No.:** \_\_\_\_\_; hereinafter referred to as the “**FRANCHISEE**” (which expression shall unless repugnant to the context or meaning thereof mean and include its heirs, administrators and executors) of the **SECOND PART**.

In this Agreement hereinafter, the Franchisor and the Franchisee shall individually be referred to as “**Party**” and collectively as “**Parties**” as the context may so require.

### **WHEREAS:**

- A.** The Franchisor is a respected entity in the corporate media landscape and is an active member of the Indian Broadcasting Federation, with its operations licensed by the Ministry of Information and Broadcasting (MIB) and collaborates with the aspiring entrepreneurs to launch multiple businesses in various fields by franchising, licensing, events, media and concepts either directly or through its authorized channels/city partners. (“**Franchise Business**”)
- B.** The Franchisee is a Company/ LLP/ Proprietorship Firm/ Individual \_\_\_\_\_ wish to avail the license to use the brand FTV naming/signifying as **F-CLUB (Fashion TV / FTV) covering the area and not exceeding \_\_\_\_\_ sq. ft. carpet area** (“**the said carpet area**”) which is a

*Franchise Owned Franchise Operated (FOFO) model to provide services of -*  

---

**(“said business/proposal”)** and possess the required financial assets and required knowledge for the said business.

- C.** The Franchisee shall take the support of the Franchisor to find the right location for the proposed Franchise Outlet (“**said outlet**”), in case the Franchisee is in possession of an available location, the Franchisee shall take the approval of the Franchisor prior to the signing of the Long Form Agreement (“**LFA**”) for the same. The Franchisee agrees for designing, developing, conceptualizing and constructing the said outlet in accordance with the Franchisor’s methods, approved standards and standard operational procedures as stated in the **ANNEXURES** attached herewith.
- D.** Relying on the representations made by the Franchisee to abide by the proposal terms, the Franchisor vide this Short Form Agreement (“**SFA**”) has decided to allow the Franchisee to use the logos/trademarks/copyrights with limited rights against the Brand Usage Fee as stated herein and in the **detailed Agreement** to be executed between both the parties and on the terms and conditions contained herein below.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

**PROPOSAL TERMS**

Sr. No.	Headings	Particulars
1.	<b>Parties</b>	Franchisor: <b>Fashion TV India Private Limited</b>  Franchisee:
2.	<b>Object</b>	The proposed Franchisee desires to open and operate a franchise business branded <b><i>F-Club by Fashion TV / FTV</i></b> , including any word, marks, logos, trademarks, etc. in respect thereof and hereby grants all necessary rights and authority to develop, license, market, promote, operate and dispose of the proposed project, in accordance with the terms of this SFA and the subsequent LFA.
3.	<b>Business Model</b>	<b>Franchise Owned Franchise Operated (FOFO)</b>
4.	<b>Vertical</b>	<b><i>F-Club by Fashion TV / FTV</i></b> of business category _____ <b>Model</b> , not exceeding the <b>maximum carpet area of _____ sq. ft.</b>
5.	<b>Services</b>	Services permitted by the Franchisor are as follows –  i. Casual Dining & Bar Bites ii. Signature & Classic Cocktails iii. Spirits & Shots iv. Beverage & Mixology v. Entertainment & Experience

		and shall include the list of Services provided by the Franchisor and is subject to change with intimation.
6.	<b>Validity</b>	<p>This SFA shall be valid and binding for the period of <b>thirty (30) days</b> to confirm the terms and conditions of the Proposal which shall be mentioned and elaborated in the Long Form Agreement (“<b>LFA</b>”) and the same shall be executed within <b>thirty (30) days</b> from the date of signing this SFA, extendable to forty-five (45) days or sixty (60) days, at the discretion of the Franchisor.</p> <p>The Term of the LFA shall have an <b>Initial Term of five (05) years</b> and a <b>Renewal Period of five (05) years</b>, at 50% (fifty percent) of the Franchise Fees, provided all financial and contractual obligations of the Franchisee are made in due time during the Initial Term.</p> <p>The SFA becomes valid upon signatures by both Parties. Each page of this SFA must contain a Fashion TV stamp for validity as well as all further agreements, letters, notices, invoices, addendums, approvals, etc. must contain a Fashion TV stamp and signature of an authorized signatory to be valid.</p>
7.	<b>Commercial Terms (Brand Association Fees, Brand Usage Fees, Security Deposit)</b>	<p>A. The <b>one-time Brand Association Fees</b> for the Initial Term shall be <b>Rs. _____/- (INR _____ Only) plus GST @18%</b>. The Brand Association Fees shall be paid in full along with any applicable taxes within <b>thirty (30) days</b> from the date of signing the SFA. This Brand Association Fees shall be non-negotiable, non-refundable and non-adjustable and shall be fully earned and deemed by the Franchisor.</p> <p>B. <b>The Brand Usage Fees</b> shall be paid at a <b>Minimum Guarantee of Rs. _____/- (INR _____ Only) OR at the rate of _____% plus GST of the Total Net Sales whichever is higher</b>. Such payment shall be made, by the Franchisee to the Franchisor, no later than the 5<sup>th</sup> day of the relevant month for the duration of the LFA and any Renewal Term thereof. This Brand Usage fee</p>

	<p>shall be non-negotiable, non-refundable and non-adjustable.</p> <p>C. The Franchisee shall undertake that at the execution of the LFA, it shall deposit security cheques of Minimum Guarantee.</p> <p>All payments under this SFA are due net of bank costs, net of all taxes, and shall be paid without offset or deductions, within the credit period.</p> <p>Salaries and any other fees shall be payable on/before the 7<sup>th</sup> day of the next month by the Franchisee.</p> <p>The Franchisor shall not be responsible for the payment nor shall it be required to reimburse the other Party for, any taxes or duties of any kind to be assessed against the other Party by any governmental authority in connection with the subject matter of this SFA.</p> <p>The Franchisee is responsible for all bank transfer costs and exchange rate and any withholding tax.</p> <p><b>100% Advance Payments:</b> The Franchisee shall pay in advance the full amount of all products and/or equipment to be availed by the franchisor.</p>
<b>8.</b>	<b>Payments</b> All payments under this SFA are to be made to the following bank account:  <b>Name: Fashion TV India Private Limited</b> <b>Bank:</b> <b>Type:</b> <b>Branch:</b> <b>Account No.:</b> <b>IFSC:</b>
<b>9.</b>	<b>Proposed Location (Non-Exclusive)</b> <i>F-Club by Fashion TV / FTV</i> shall be limited solely to the location of _____ ("said area") bearing the <b>said carpet area</b> , which shall be non-exclusive at the written confirmation of the Franchisor.

		<p>The required details/documents of the above location shall be provided by the Franchisee before thirty (30) days from the date signing this SFA to the Franchisor.</p>
10.	<b>Approval of Proposed Location by Franchisor</b>	<p>The Franchisee shall take the support of the Franchisor to find the right location for the proposed said outlet. In case the Franchisee is in possession of an available location, the Franchisee shall take the approval of the Franchisor prior to the signing of the LFA for the same.</p> <p>The Franchisee shall provide all the necessary details of the proposed location of the said outlet, wherein the Franchisee is proposing to operate the Franchise Business, stating that the Franchise Business belongs to the Franchisee and the brand is owned by the Franchisor.</p>
11.	<b>Launch of Outlet</b>	<p>The Franchisee hereby agrees that the said outlet shall be open and operative <b>before the expiry of one hundred and fifty (150) days</b> from the date of signing the LFA, after which the gestation period starts by default. Such period can be extendable on the sole discretion of the Franchisor.</p>
12.	<b>Lock-in Period</b>	<p>The lock-in period shall commence from the date of the date of the start of royalty, following the issuance of the No Objection Certificate (“<b>NOC</b>”) by the Franchisor, and shall remain in force for a period of <b>three (03) years thereafter</b>.</p>
13.	<b>Franchisor's Obligations</b>	<p>The Franchisor shall provide a NOC after verifying and after being completely satisfied with all the relevant licenses, certificates, and Annexures to open and operate the F-Club Model Outlet not exceeding the said carpet area.</p> <p>The Franchisor shall upon the signing of the SFA and LFA thereafter, upon written request submit to the Franchisee copies of all documents certifying the registration of and the ownership of any Trademarks and other Intellectual Property Rights (“<b>IPR</b>”) being licensed to the Franchisee in compliance with this SFA and LFA thereafter.</p>

		<p>The Franchisor shall give the Franchisee necessary advice, assistance and information as regards to basic plans and initial investment budget as well as samples from any specific equipment required by the Franchisor for the running of the said outlet, which samples shall be used by the Franchisee as patterns for such equipment to an extent as determined by the Franchisor's own discretion.</p> <p>At the time of executing the LFA, the full scope of work required for the said outlet shall be clearly identified, itemized, and allocated between the Franchisor and the Franchisee, specifying the responsibilities, obligations, and deliverables of each party.</p>
14.	<b>Franchisee's Obligations</b>	<p><b>Submission of Requisite Documents:</b> The Franchisee shall provide all requisite documents such as, if the Franchisee is a Company/LLP/Partnership Firm, the Registration Certificate, GST Certificate, Registered Agreement, PAN Card, Aadhar Card, along with all directors or partners documents, i.e., PAN Card, Aadhar Card, email ID and contact number. If the Franchisee is an individual, then copies of PAN Card, Aadhar Card, permanent address and temporary address.</p> <p><b>Legal Compliance:</b> The Franchisee shall procure all licenses required to open the said outlet as per government rules and regulations, including but not limited to business license, police clearance certificate, lift license, if any; fire safety NOC, if required, and/or other license which is mandatory for running the outlet in the particular State/Location.</p> <p><b>Fit-out:</b> The Franchisee shall design and maintain the outlet fit-out only as per the specifications and requirements of the Franchisor.</p> <p><b>Interior:</b> The Franchisee shall follow and execute the design as per the Standard Operating Procedures ("SOPs") and written instructions of the Franchisor. The Franchisee shall through the Franchisor's in-house authorized interior designers get the outlet designed as per the Franchisor's</p>

	<p>standards. The charges of such interior designers shall be borne by the Franchisee.</p> <p><b>Architect:</b> The Franchisor shall provide the Architect to design the outlet and the Franchisee shall pay the Architect fees directly to the Franchisor. All the fees for architect/consultants/products shall be paid by the Franchisee in advance.</p> <p><b>Marketing/Promotions and Operations:</b> The Franchisee shall adhere to the SOPs, guidelines relevant policies (provided/revised by the Franchisor from time to time) including but not limited to revenue assurance policy, reporting, bank view/account statements, POS payment terminal policy.</p> <p>The Franchisee shall not create and/or operate or provide third party access.</p> <p>Consumption on usage of any service by the Franchisor / Fashion TV / FTV or its members or any other potential client sent by the Franchisor / Fashion TV / FTV, such bills cannot cross the operational expenses, i.e., 25%-30% (twenty-five percent to thirty percent) of the bill value of that particular service rendered or menu.</p> <p>The Franchisee shall adhere to social media guidelines.</p> <p>The Franchisor will create/provide social media handles, google listing. The Franchisee shall exclusively use SIM card and login credentials provided by the Franchisor for the Franchise Business. The Franchisee shall avoid personal landing pages and shall not create or use any un-authorized brand logos/themes.</p> <p><b>Press Releases:</b> Any and all use of the Franchisor's Intellectual Property Rights ("IPR"), such as for press releases, or promotional material whether online or in print/media, any platform including but not limited to mobile applications shall be approved by the Franchisor in writing prior to its release or publication.</p>
--	--

		<p><b>Reporting:</b> The Franchisee shall send monthly reports to the Franchisor related to the income generated at the said outlet as per the terms in the LFA to be executed between the parties and the details of the staff working with, associated with the said outlet.</p> <p><b>Hiring:</b> The Franchisee along with the Franchisor shall assist in the hiring of the staff. The finalization of the entire staff and its remuneration shall be mutually decided between both the Parties.</p>
15.	<b>Access</b>	<p>The Franchisee shall give the following access to the Franchisor –</p> <p>To enter and exit the outlet's premises without prior intimation for the purpose of inspection, access to cash counter, daily invoices and monthly bank account statement(s).</p> <p>Records of daily expenses incurred by the Franchisor, monthly monetary consideration given to employees, documents related to Government compliances, GST, TDS, Local State Tax, Provident Fund, Employee State Insurance Corporation, Professional Tax (if applicable), Stock Movement Register, Fixed Assets Register, IT Asset Register, Sales Register List of vendors, suppliers, clients, agents, business associates, employees, list of products and services purchased, products and services sold.</p> <p>Digital access in terms of Google listing platforms, internet-based business accounts, social media accounts, software, CCTVs or any digital presence of the proposed Franchisee relating to the Franchise Business shall be registered and synced only through official SIM card &amp; mobile number and official email ID as provided by the Franchisor. The digital access provided by the Franchisor shall be exclusively used by the Franchisee for the Franchise Business and at all times be owned by the Franchisor.</p> <p>All access regarding any payment like business Bank Account, view, Software access, access to purchase bills, etc. shall be granted to the Franchisor. All access related to</p>

		Operations like CCTV access, kitchen access, store room access, auditing, etc. shall be granted to the Franchisor throughout the period of the Agreement.
<b>16.</b>	<b>Approvals</b>	For any usage of the brand or its proprietary marks by the Franchisee at the proposed property in any media whatsoever, the Franchisee has to obtain prior approval by FTV in writing (emails allowed) at all stages of association. If there is no response to the request raised for approval for three (03) working days, the request shall be deemed as not approved from Fashion TV India Private Limited.
<b>17.</b>	<b>Undertaking by Franchisee</b>	<p>The Franchisee shall undertake the following –</p> <p>To provide the Franchisor with all the relevant licenses, certificates and Annexures to open and operate the F-Club Model Outlet not exceeding the said carpet area.</p> <p>To provide a copy of the Leave and License Agreement within thirty (30) days of this SFA, at the execution of the LFA.</p> <p>To provide the Franchisor operational licenses (Shop &amp; Establishment, PPL, IPRS, Signage License, Health &amp; Trade, GST and any other as applicable).</p> <p>The Franchisee shall further undertake to provide the below-mentioned documents:</p> <ol style="list-style-type: none"> <li>1. Email ID &amp; Contact Details including complete address</li> <li>2. TDS paid Challan along with Certificate if deducted</li> <li>3. KYC of the Firm: Firm Registered Agreement, PAN, TAN &amp; GSTIN</li> <li>4. KYC of the Individual: PAN, Aadhar Card, Passport &amp; Proof of Residence</li> <li>5. KYC of LLP: LLP/FIRM</li> <li>6. Incorporation, MOA, AOA, PAN, TAN, GSTIN</li> <li>7. KYC of Pvt. Ltd.: Company Incorporation, MOA, AOA, PAN, TAN, GSTIN</li> <li>8. Invoice Receipt Confirmation from the Franchisee</li> </ol>

		<p>9. CIBIL of All Investors 10. ITR of All Investors (Minimum 2 years)</p>
18.	<b>Appointment of CA and Auditing</b>	<p>The Franchisor shall have exclusive right to appoint all the auditors which shall be binding on the Franchisee.</p> <p>The Franchisee shall not object to audit visits arranged by the Franchisor without prior notice of the same. Costs for such audit visits shall be borne by the Franchisor.</p> <p>The Franchisee shall, at its own costs and expenses, submit monthly audit reports to the Franchisor.</p> <p>The Franchisor shall have the right to cross verify the audit reports submitted by the Franchisee.</p>
19.	<b>Communication / Correspondence</b>	<p>Any notice, communication or correspondence pursuant to this SFA shall be in writing and either delivered personally under acknowledgement, or sent by certified or registered mail, or sent by a recognized courier or sent by electronic mail, with acknowledgment due.</p> <p>Such notice, communication or correspondence shall be sent at the address specified below:</p> <p><b>Franchisor: FASHION TV INDIA PRIVATE LIMITED</b> Email: <a href="mailto:legal@ftv.ind.in">legal@ftv.ind.in</a>, <a href="mailto:accounts@ftv.ind.in">accounts@ftv.ind.in</a></p> <p><b>Franchisee:</b> Email:</p>
20.	<b>Confidential Information</b>	<p>The Franchisee shall not during the term of the SFA and the LFA thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association or corporation, any trade secret, knowledge, or know-how concerning the Franchisor which may be communicated to the Franchisee, or of which the Franchisee may be informed, by virtue of its operation in terms of this SFA and LFA thereafter. The Franchisee shall subject its employees and other sub-</p>

		<p>contractors who come in contact with operating or trade secrets and/or know-how, to the above confidentiality obligation.</p> <p>For clarification, the Franchisee may not communicate, to the press or any person or entity, the license herein at least until the full franchise fee is made and the Franchisor gives its confirmation in writing.</p> <p>The Franchisee shall not misuse the Confidential Information and IPR of the Franchisor during the validity of the SFA. In the event of misuse or breach of Confidential Information and/or IPR of the Franchisor, the Franchisor shall have the right to claim damages and take the appropriate actions against the Franchisee.</p>
21.	<b>Intellectual Property Rights</b>	<p>Both the parties acknowledge that the name, domain name, mobile domains, trademarks, service marks and logos of the other party are the exclusive property of their respective owners. The parties may not use the other parties' trademark for any purpose not laid out herein.</p> <p>The Franchisee may not use nor register, neither as other businesses' trade names, internet domains, social networks, trademarks or the like any trade names or trademarks of the Franchisor, including without limitation the Intellectual Property or any words, characters, marks, designs or devices, which in the Franchisor's opinion are likely to be confused with the Name and/or the Intellectual Property of the Franchisor. The Franchisee hereby agrees that the Franchisor is the sole owner of the Trademarks and all goodwill relating thereto, and that the same, at all times, shall be and remain the sole and exclusive property of the Franchisor and the Franchisee, by reason of this SFA, has not acquired any right, title, interest or claim of ownership in such name and Trademark.</p> <p>Further, the Franchisee represents that neither it, nor its affiliates or directors have in the past or intend in the future to register, file for registration or in any other way attempt to obtain trademarks, logos, domain names or other Intellectual Property associated with the Franchise.</p>

22.	<b>AMP / Use of Logo</b>	<p>All social media, public relations, SEO, advertising, marketing and promotional materials with respect to the use and mention of the Brand F-Club Model not exceeding the said carpet area, shall be pre-approved mandatory in writing by the Franchisor (only emails).</p>
23.	<b>Assignment and Sublicensing</b>	<p>The Franchisee cannot, at any time during the term of the SFA and/or LFA thereafter, assign or sublicense this SFA and/or LFA thereafter to any third parties.</p> <p>The Franchisee may assign or sublicense this SFA and/or LFA only when it is considered as a fresh agreement, i.e., on the expiry of the Initial Term of the Agreement, solely on the written approval of the Franchisor.</p>
24.	<b>Penalties</b>	<p>All compensatory, exemplary, punitive damages, or special damages arising from or relating to breach of this Agreement; fines and penalties imposed by any governmental or regulatory authority, all attorney's fees, court fees, and other litigation or arbitration costs; all costs associated with investigating, responding to, or defending against claims, all settlement amounts and judgements; any compensation or amounts payable for damage to the Franchisor's reputation and goodwill; any and all other losses, liabilities, costs or expenses of any nature whatsoever that are incurred by the Franchisor as a result of, or in connection with, any act, omission, breach, misconduct, default or violation by the Franchisee under this Agreement (collectively "<b>the Franchisor Losses</b>"), shall be deemed to attract a penalty of Rs. _____ (Rupees _____).</p>
25.	<b>Termination</b>	<p>In the event the Franchisee conducts any breach, default, or non-compliance with any of the terms, obligations and conditions of the SFA, the Franchisor shall give a written notice to the Franchisee to cure such breach, default, non-compliance within a period of seven (07) days from the date of receipt of the written notice of such breach, default, non-compliance. If the Franchisee, even after having received notice to cure the defect, fails to cure/rectify the said breach,</p>

		<p>default, non-compliance, the Franchisor shall be entitled to terminate the SFA with immediate effect, without assigning any reason for the same. The Franchisee agrees that the Franchisee shall have no right to terminate the SFA for any reason whatsoever.</p> <p>In case the Franchisee has not performed as per the terms and conditions of this SFA and/or failed to comply with the obligations as instructed by the Franchisor, then the Franchisor shall be entitled to terminate the SFA with immediate effect without any intimation to the Franchisee or without any liability on the Franchisor.</p> <p>The Franchisee hereby agrees that the said Franchise Outlet shall be open and operative before the expiry of one hundred and fifty (150) days from the date of signing the LFA, failing which the LFA shall be terminated at the discretion of the Franchisor.</p> <p>The Franchisee hereby agrees to give an irrevocable authority and NOC to the Franchisor to recover any dues vide a third-party agency appointed by the Franchisor (if any) in case of any default and/or non-payment of any amount by the Franchisee.</p> <p>The Franchisee, during the term of the LFA and for a period of five (05) years thereafter, on the expiry of the term and tenure of the subsequent LFA shall not engage or get associated with and/or approach any and all clients, persons entities introduced by Franchisor whether directly or indirectly for any matter which is in competition with or prejudicial to the interests of the Franchisor.</p>
26.	<b>Indemnification</b>	<p>The Franchisee agrees to indemnify the Franchisor for any losses, damages, fines, penalties or costs incurred by the Franchisor due to reason of breach of this SFA, breach of Confidential Information and breach of IPR of the Franchisor.</p> <p>The Franchisee, its partners, directors, stakeholders hereby unequivocally undertake to jointly and severally indemnify, defend and agree to hold the Franchisor including each and</p>

		<p>all promoters, directors, stakeholders, employees of the Franchisor harmless against each and all losses, liabilities, punitive measures, penalties, damages, claims, actions, proceedings including but not limited to arbitration and/or court proceedings, costs and expenses, including reasonable attorney's fees and disbursements in connection therewith, asserted or claimed against or incurred by the Franchisor which may arise out of or result from or payable on account of the Franchisee failing to comply with the terms and conditions as mentioned in this SFA.</p>
27.	<b>Governing Law &amp; Jurisdiction and Dispute Resolution</b>	<p>The validity, performance, construction and effect of this SFA shall be governed by the laws of India. Any resolution of any disputes arising from or in connection with this SFA, including a breach thereof, shall also be governed by the laws of India and subject to the sole and executive jurisdiction of the courts in Mumbai.</p> <p>Parties shall endeavor to resolve the dispute (if any) amicably within seven (07) days of the written intimation of such dispute.</p> <p>Any and all dispute arising out of or in relation to this SFA between the Parties hereto or arising out of or relating to or in connection with this SFA or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof, shall be referred for arbitration in accordance to the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof.</p> <p>The place of arbitration shall be Mumbai and the language used in the arbitral proceedings shall be English.</p> <p>Arbitration shall be conducted by a sole arbitrator mutually appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p>
28.	<b>Time is of the Essence</b>	<p>The Franchisee acknowledges the fact that time is of the essence in performing the obligations under this SFA.</p>

29.	<b>Relationship</b>	<p>The relationship created by this SFA between the Franchisee and the Franchisor is not that of a principal and agent, neither the Franchisee nor any of its employees shall represent themselves as the agent of the Franchisor for any purpose whatsoever.</p>
30.	<b>Zero Tolerance Policy</b>	<p>The Franchisor does not encourage and promote sexism, racism, any rude and prejudiced behavior, consumption and distribution of drugs and illegal substances at the said outlet. If in case the Franchisor becomes aware of any illegal, immoral or unethical activities by the Franchisee or anyone at the said outlet, the Franchisee shall be completely liable and responsible for taking appropriate actions of the same. The Franchisor shall be informed immediately about the progress of such actions; however, the Franchisor shall not hold any responsibility of such incident.</p>
31.	<b>Best Efforts / Good Faith</b>	<p>The Franchisee shall uphold the terms of this SFA. The Franchisee shall make best efforts to take all actions and to do all things necessary, proper, or advisable to consummate, make effective, and comply with all of the terms of this SFA.</p> <p>The Franchisee further undertakes not to file any claims directly against staff, consultants, employees, directors, shareholders, etc. of the Franchisor for reasons resulting from this SFA.</p>
32.	<b>Exhibits / Annexures</b>	<p>All the relevant licenses, certificates and L&amp;L / Lease Agreement provided by the Franchisee shall be annexed herewith.</p>

The Franchisee confirms having read all the terms and conditions of the SFA and is fully aware of its obligations, and agrees to abide by the same.

ACCEPTED AND AGREED TO:

**FRANCHISOR**

**FRANCHISEE**

**FASHION TV INDIA PVT. LTD.**

**Authorized Signatory**

**Witness:**

1. Sales representative

---

**Authorized Signatory**

2. Accounts representative

---

**Authorized Signatory**

## ANNEXURE – I

<b>SFA STAGE</b>	
<b>Sr. No.</b>	<b>PARTICULARS</b>
<b>1.</b>	Email ID & Contact Details including complete address
<b>2.</b>	TDS paid Challan along with Certificate if deducted
<b>3.</b>	KYC of Firm – Firm Registered Agreement, PAN, TAN & GSTIN
<b>4.</b>	KYC of Individual – PAN, Aadhar Card, Passport & Proof of Residence
<b>5.</b>	KYC of LLP – LLP/FIRM
<b>6.</b>	Incorporation, MOA, AOA, PAN, TAN & GSTIN
<b>7.</b>	KYC of Pvt. Ltd. – Company Incorporation, MOA, AOA, PAN, TAN & GSTIN
<b>8.</b>	Invoice Receipt Confirmation from the Franchisee
<b>9.</b>	CIBIL of all Investors
<b>10.</b>	ITR of all Investors (Minimum 2 Years)

<b>LFA STAGE</b>	
<b>Sr. No.</b>	<b>PARTICULARS</b>
<b>1.</b>	Email ID & Contact Details including complete address
<b>2.</b>	12 PDC of MG Brand Usage Fee
<b>3.</b>	TDS paid Challan along with Certificate if deducted
<b>4.</b>	Firm Registered Agreement / LLP Agreement
<b>5.</b>	List of All Designated Partners / Directors
<b>6.</b>	KYC & Residence proof of All Partners
<b>7.</b>	Bank Details of All Partners
<b>8.</b>	Invoice Receipt Confirmation from the Franchisee
<b>9.</b>	Location
<b>10.</b>	Landlord KYC & Contact
<b>11.</b>	Property Agent Name & Contact
<b>12.</b>	Indemnity Bond
<b>13.</b>	Affirmation

<b>PRE-OPENING STAGE</b>	
<b>Sr. No.</b>	<b>PARTICULARS</b>
<b>1.</b>	Shop & Establishment Registration Certificate
<b>2.</b>	Fire Safety Certificate / Compliance
<b>3.</b>	Sound Licenses
<b>4.</b>	Local Municipal Authority License
<b>5.</b>	Insurance Copy of Restaurant and Employee
<b>6.</b>	Bank Details of All Partners
<b>7.</b>	Access of POS
<b>8.</b>	CCTV – Access Mandatory
<b>9.</b>	Bank view/access
<b>10.</b>	The Managing Director's Visit Protocol

## **AFFIRMATION**

**I, \_\_\_\_\_, the proposed Franchisee, hereby affirms and ensures that I shall provide the documents annexed herewith at the time of executing the Short Form Agreement (SFA), at the time of executing the Long Form Agreement (LFA) and at the time of opening the Outlet to operate the Franchise Business under the instructions of the Franchisor.**

I hereby affirm that all these documents submitted by me are genuine and true to the best of my knowledge and in the event of any false or misleading information, the Franchisor has the right to take appropriate actions against me.

**Compliances for Accounts, Legal, Sales, Interior Designing, Capex & Opex, Marketing Operations, HR and Events and Franchisee's Undertaking are attached as Annexure I and Annexure II, respectively.**

- 1. At the stage of the SFA**
- 2. At the stage of the LFA**
- 3. At the stage of the opening of the Outlet**

I hereby solemnly affirm the same.

**The Franchisee**