

AGREEMENT OF BUSINESS FACILITY SERVICES

THIS AGREEMENT OF BUSINESS FACILITY SERVICES is made at _____ on this _____ day of _____ 20__ BETWEEN SUPER DEPARTMENTAL STORES PVT. LTD., a Private Limited Company incorporated under the provisions of the Companies Act, 2013 by the hands of its Authorized Director _____ Authorized vide Board of Directors' Resolution dated _____ having its registered address _____ at _____, hereinafter referred to as **"THE OWNER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**; AND SMART MARKETERS LLP, a Limited Liability Partnership Firm registered under the provisions of the Limited Liability Partnership Act, 2008 by the hands of its Designated Partners (1) _____ and (2) _____ having its registered address at _____, hereinafter called **"THE OPERATOR"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm of SMART MARKETERS LLP, their survivors or survivor and the heirs, executors, administrators and assigns of such last survivor) of the **OTHER PART**;

WHEREAS: —

- (a) The Owner is the owner of the commercial premises, admeasuring _____ sq.ft. of carpet area (equivalent to 2651 sq. ft. of built up area) on the Ground Floor of the building known as "_____" situated at _____ (hereinafter

referred to as **“the said premises”**). The said premises is hereinafter more particularly described in the **“First Schedule”** hereunder written.

- (b) The Owner has furnished the said premises and has installed furniture, fixture, fittings, air conditions and has also provided other amenities and convenience and since _____ is successfully running the Departmental Store from the said premises under the name and style of “_____”.
- (c) The Operator, who is in the business of buying and selling _____
_____ (hereinafter collectively referred to as **“the products”**) has approached and requested the Owner with an offer to permit the Operator to allow to operate and to use a portion of the said premises i.e. an area admeasuring _____ sq. ft. or thereabout of carpet area strictly and only for sale of the products (hereinafter referred to as **“the subject premises”**). The subject premises is more particularly described in the **Second Schedule** hereunder written and delineated on the plan annexed hereto with *red colour* boundary lines.
- (d) The Owner has agreed to provide the subject premises to the Operator for sale of the Products on temporary basis only at entirely the Operator’s own efforts, risk, cost and expenses subject to the terms, covenants and conditions recorded in this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

**PAGES 3 TO 22
NOT AVAILABLE
FOR PREVIEW**

PREVIEW