FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is entered into on this _____ day of _____, 20___ (the "Effective Date"), by and between:

THE PARTIES:

1. Madanlal Bajranglal & Grandsons Private Limited (operating under the brand name "Boda - From the house of MLB&G"), a company incorporated under the laws of India, having its registered office at S.N. 227, Aviraj Pinnacle, Vatva Daskroi, Ahmedabad, Gujarat - 382440 (hereinafter referred to as the "Franchisor", which expression shall unless repugnant to the context include its successors and permitted assigns);

AND

2. _____, an individual / partnership firm / body corporate, having their principal place of residence / office at _____ (hereinafter referred to as the "Franchisee", which expression shall unless repugnant to the context include its successors and permitted assigns).

(The Franchisor and the Franchisee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party").

WHEREAS:

- **A.** The Franchisor has developed and operates a distinctive, premium business concept specializing in 100% raw, vegan, and preservative-free organic juices, nutritious exotic salads, 9pH+ alkaline water, and cold-pressed coffee products under the brand name "Boda" and/or "Boda - From the house of MLB&G" (the "Brand").
- **B.** The Franchisor possesses proprietary rights, recipes, quality standards, and operational guidelines pertaining to the operation of Boda outlets (the "System").
- **C.** The Franchisee desires to obtain the right to establish and operate a Boda franchise outlet utilizing the System, trademarks, space specifications (maximum 700 sq.ft. in Boda Cafe Design Model), and proprietary knowledge, and the Franchisor is willing to grant such a franchise subject to the terms and conditions set forth herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- • **"Confidential Information" means** all trade secrets, recipes, operational manuals, customer data, marketing strategies, pricing structures, and financial information belonging to the Franchisor.
- • **"Intellectual Property" means** the trademarks, service marks, logos, designs, trade names, domain names (including mlbgrandsons.com), and copyright materials associated with the Brand.
- • **"Territory / Outlet Space" means** the exclusive or non-exclusive geographic location approved by the Franchisor, adhering strictly to a minimum space requirement of 400 sq.ft. designed in the standardized Boda Cafe Model.

- • **"Operations Manual" means** the manuals, guidelines, and standards provided by the Franchisor detailing food preparation, hygiene (HACCP standards), customer service, and store management.

2. GRANT OF FRANCHISE & OUTLET SPECIFICATIONS

2.1. Grant: The Franchisor hereby grants to the Franchisee, and the Franchisee accepts, the right and license to operate a Boda franchise outlet under the System and Trademarks at the approved location: _____.

2.2. Space & Design Standards: The franchise outlet shall be established in a premises having a minimum built-up space of 400 sq.ft., strictly conforming to the standardized Boda Cafe Design Model, layout, and aesthetic guidelines provided by the Franchisor.

2.3. Non-Exclusivity: Unless explicitly agreed in writing as an exclusive territory, this grant is non-exclusive, and the Franchisor retains the right to operate or license other outlets, sell via digital channels, or distribute products through alternate channels.

2.4. Term: This Agreement shall be valid for a period of _____ years from the Effective Date, unless terminated earlier in accordance with the provisions of this Agreement. It may be renewed upon mutual written consent and payment of renewal fees.

3. FEES AND FINANCIAL TERMS

3.1. Franchise Fee: The Franchisee shall pay to the Franchisor a non-refundable initial franchise fee which includes 3 months staff salary upto 1 Lakh in total per month for upto 3 staff members upon the execution of this Agreement on following terms:

- ₹11,00,000 (Rupees Eleven Lakhs Only) for minimum 400 sq ft up to 700 sq ft total carpet area,
- ₹15,00,000 (Rupees Fifteen Lakhs Only) for minimum 701 sq ft up to 1000 sq ft total carpet area.
- ₹21,00,000 (Rupees Twenty Lakhs Only) for minimum 1001 sq ft up to 2000 sq ft total carpet area.

3.2. Royalty / Revenue Share: The Franchisee shall pay a continuing royalty fee equal to 30% of the gross monthly revenue generated by the outlet, payable on or before the 10th day of each succeeding month.

3.3. Marketing Contribution: The Franchisee shall contribute 10% of gross monthly revenue towards central marketing, social media campaigns, and brand promotional activities.

3.4. Taxes: All fees and payments stated herein are exclusive of applicable taxes (including Goods and Services Tax - GST), which shall be borne solely by the Franchisee.

4. OPERATIONS, QUALITY CONTROL, AND COMPLIANCE

4.1. Product Standards: The Franchisee shall strictly adhere to the proprietary recipes, sourcing protocols, and zero-additive principles (zero ice, zero added water, zero sugar) established by the Franchisor.

4.2. Compliance & Certifications: The Franchisee shall ensure the outlet complies with all statutory regulations, including maintaining valid FSSAI licensing, HACCP food safety standards, municipal health permits, and labor laws.

4.3. Supply Chain: To maintain absolute product integrity and brand uniformity, the Franchisee shall procure core ingredients, proprietary alkaline water, packaging materials, and branded merchandise exclusively from the Franchisor or Franchisor-approved nominated vendors.

4.4. Audits & Inspection: The Franchisor or its authorized representatives reserve the right to inspect the franchise outlet unannounced at any time to verify compliance with hygiene, operational, and brand standards.

5. INTELLECTUAL PROPERTY AND BRAND PROTECTION

5.1. Ownership: The Franchisee acknowledges that all Intellectual Property belongs exclusively to the Franchisor. The Franchisee gains no ownership interest in the Trademarks or System.

5.2. Signage & Marketing: All store displays, menu boards, uniforms, digital handles (e.g., @boda_mlbg), and promotional material must strictly conform to Franchisor guidelines and the Boda Cafe Design Model.

5.3. Domain & Digital Presence: The Franchisee shall not register any independent domain names, social media handles, or mobile applications using the "Boda", "MLB&G", or associated marks without prior written authorization from the Franchisor.

6. TRAINING, LAUNCH SUPPORT, AND OBLIGATIONS

6.1. Initial Training: The Franchisor shall provide initial training programs for the Franchisee and key management personnel regarding operations, hygiene, customer service, and inventory management.

6.2. Staff Support: As part of the launch support, the Franchisor shall bear the salary expenses for the chef and core kitchen staff for the initial three (3) months of outlet operations.

6.3. Marketing Support: The Franchisor shall bear all launch and promotional marketing expenses for the outlet for the initial three (3) months following commencement of operations.

6.4. Ongoing Support: The Franchisor shall provide ongoing operational guidance, marketing collateral support, and updates to the product menu (such as seasonal salads, juices, and cold-pressed coffee offerings).

7. CONFIDENTIALITY

The Franchisee covenants that during the term of this Agreement and for a period of three (3) years following its termination or expiration, they shall maintain strict confidentiality regarding all recipes, pricing sheets, business processes, and customer databases, and shall not disclose the same to any third party.

8. TERMINATION

8.1. Termination by Franchisor for Cause: The Franchisor may terminate this Agreement with immediate effect upon written notice if the Franchisee:

- Fails to pay any fees due within the stipulated time frame.
- Breaches health, safety, FSSAI, or HACCP standards, posing a risk to public health.
- Files for bankruptcy, insolvency, or undergoes liquidation.
- Uses unauthorized ingredients, dilutes product quality, or breaches Intellectual Property clauses.

8.2. Cure Period: For other remediable breaches, the Franchisor shall provide a written notice allowing 30 days to cure the default.

8.3. Effect of Termination: Upon termination, the Franchisee shall immediately cease operating the outlet, remove all branding, signage, and Trademarks, settle all outstanding financial dues, and return all copies of the Operations Manuals and Confidential Information.

9. INDEMNIFICATION AND LIABILITY

The Franchisee agrees to defend, indemnify, and hold harmless the Franchisor, its directors, employees, and agents from and against any claims, liabilities, losses, damages, or legal costs arising out of the Franchisee's operations, employee management, customer disputes, or local regulatory violations.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India.

10.2. Jurisdiction: The courts located at Ahmedabad, Gujarat shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

10.3. Arbitration: Any dispute, controversy, or claim arising out of this Agreement shall be settled through binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator appointed mutually by the Parties. The venue of arbitration shall be Ahmedabad, and the proceedings shall be conducted in English.

11. MISCELLANEOUS

11.1. Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions or memoranda.

11.2. Amendments: No modification or amendment to this Agreement shall be valid unless executed in writing by authorized representatives of both Parties.

11.3. Severability: If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise Agreement through their authorized signatories as of the Effective Date written above.

For Madanlal Bajranglal & Grandsons Private Limited (Franchisor)

Authorized Signatory:

_____

Name:

_____

Designation:

_____

For the Franchisee

Authorized Signatory / Proprietor:

_____

Name:

_____

Designation:

_____