



CORPORATE TIE UP AGREEMENT

This Agreement is entered and executed in Kolkata on this 23rd day of March 2022.

BY AND BETWEEN

KA HOSPITALITY PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 with CIN No. U55101MH2010PTC202911 having its registered office 501, Krystal, 206, Water Field Road, Bandra West, Mumbai-400050 acting through its authorized representative **Ms. Karyna Kishore Bajaj** (hereinafter referred to as "**KA Hospitality**" which expression shall unless repugnant to the subject or context shall mean and include its successors and permitted assigns) of the **FIRST PART**.

AND

YOUNG INDIANS (YI), is an integral part of the Confederation of Indian Industry (CII), a nongovernment, not-for-profit, industry having office at 6, Netaji Subhas Road Kolkata - 700001 acting through its authorised representative **Mr. Vaibhav Soni** (hereinafter referred to as "**YI**" which expression shall unless repugnant to the subject or context shall mean and include its successors and permitted assigns) of the **SECOND PART**.

KA Hospitality and **YI** together and collectively for the purpose of this Agreement referred to as "**Parties**" and individually as "**Party**"

WHEREAS

- A. KA Hospitality is in the business of running, conducting and operating high end food (both vegetarian and non-vegetarian) and beverages (both alcoholic and non-alcoholic) restaurants under brand names Hakkasan, Yauatcha, Nara & CinCin in the territory of India.
- B. Young Indians (Yi) is an integral part of the Confederation of Indian Industry (CII), a non-government, non-profit, industry led and industry managed organisation playing a proactive role in India's development process.

1

KA Hospitality Private Limited

Registered Office: 501, Krystal, 206, Waterfield Road, Bandra (W), Mumbai - 400 050.

Corporate Office -701, 07th Floor, Notan Heights, 20, Gurunanak Road, Bandra W, Mumbai -400050.

T: +9122 61378000 www.kahospitality.com

CIN No.: U55101MH2010PTC202911



Young Indians
WE CAN WE WILL

Vaibhav Soni



For more info Call - Mr. Saptarishi @ +917908673965

- C. KA Hospitality and YI both intend to enter into an arrangement, that KA Hospitality will provide offers to members of YI in accordance with the terms and conditions mentioned hereinafter;

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

1. SCOPE OF SERVICE

Under this Agreement the KA Hospitality will provide offers to members of YI.

2. TERM

This Agreement shall come into force from **23rd March, 2022** and shall remain in force till **31st March, 2023** and shall be renewed after mutual understanding.

3. REPRESENTATION AND WARRANTIES

Each Party represents and warrants to the other Party that as of the date of this Agreement:

- (a) it is duly incorporated and validly existing under the laws of India and has the full power and authority to conduct its business as well as to execute this Agreement and perform its obligations hereunder;
- (b) it has taken all necessary measures to authorize or approve the execution of this Agreement, and to the best of its knowledge its execution or performance of this Agreement is not in violation of any Requirements of Law or other provisions that are applicable to or binding upon it;
- (c) this Agreement constitutes legal, valid, binding and enforceable obligations of it; and

2

KA Hospitality Private Limited

Registered Office: 501, Krystal, 206, Waterfield Road, Bandra (W), Mumbai – 400 050.

Corporate Office –701, 07th Floor, Notan Heights, 20, Gurusnanak Road, Bandra W, Mumbai -400050.

T: +9122 61378000 www.kahospitality.com

CIN No.: U55101MH2010PTC202911



Vaibhav Soni





- (d) it will obtain, hold and maintain all filings, licenses, permits and consents as may be required pursuant to any requirements of law or other provisions in order to conduct its business and perform its obligations under this Agreement.

4. OFFERS

KA Hospitality agrees to offer deliverable as mentioned below:

- 15% savings on food and soft beverages on all days, from 12.00 noon to 11.00 p.m. at below Yauatcha restaurant:

1. Yauatcha (Kolkata)

33, Quest Mall, Syed Amir Ali Avenue, Kolkata-700017

For better understanding, the above mentioned offers are demarcated and described with terms and conditions in the Schedule attached herewith this agreement and marked as "Annexure-A"

5. Trademark

- (a) KA Hospitality hereby grants a non-exclusive, royalty-free limited permission for use of its logo/trademark and images by YI in YI communication collaterals and other promotional material prepared by YI solely for the purpose of Alliance.
- (b) YI hereby grants a non-exclusive, royalty-free limited permission for use of its logo/trademark and images by KA Hospitality for the purpose of this Agreement in KA Hospitality communication collaterals for promoting Offer and other promotional material prepared by KA Hospitality solely for the purpose of Alliance.

3

KA Hospitality Private Limited

Registered Office: 501, Krystal, 206, Waterfield Road, Bandra (W), Mumbai – 400 050.

Corporate Office –701, 07th Floor, Notan Heights, 20, Gurunanak Road, Bandra W, Mumbai -400050.

T: +9122 61378000 www.kahospitality.com

CIN No.: U55101MH2010PTC202911



Vaibhav Soni



For more info Call - Mr. Saptarishi @ +917908673965



(c) The Parties covenants and confirms to the other that:

- (i) it will use the other Party's logo in the manner consented to by the other Party
- (ii) the logo is and shall remain the sole property of the respective Party
- (iii) it shall not claim or assert any title to or over all or any of the other Party's logo, trademark or any combination thereof or take any action which shall or may impair any right, title or interest in or to such brand name or trademark.

6. INDEMNITY

The YI shall indemnify, keep indemnified and hold harmless to the Directors, Officers, guests of KA Hospitality from and against any and all claims, demands, damages, losses, suits, expenses (including attorney's expenses and other ancillary expenses) that may be made or brought against KA Hospitality or any of them arising out of or relating to any breach of Representations and Warranty(ies) / Obligations made by it.

7. CONFIDENTIAL INFORMATION

The terms of this Agreement are confidential, and the parties agree to not disclose the terms described herein to any other party (other than their employees, parent companies, and shareholders on a need-to-know basis only after each has taken the necessary precautions of the kind generally taken with confidential information to preserve the confidentiality of the information made available to such individuals). The terms contained herein are confidential between the parties and not known to the general public, thus any breach of this confidentiality provision by the parties shall be considered a material breach of this Agreement and will result in irreparable and continuing damage to the parties for which there will be no adequate remedy at law; and in the event of such breach, party aggrieved will be entitled to injunctive relief and/or a decree for specific performance, award damages and such other and further relief as may be proper (including monetary damages if appropriate).

4

KA Hospitality Private Limited

Registered Office: 501, Krystal, 206, Waterfield Road, Bandra (W), Mumbai – 400 050.

Corporate Office –701, 07th Floor, Notan Heights, 20, Gurunanak Road, Bandra W, Mumbai -400050.

T: +9122 61378000 www.kahospitality.com

CIN No.: U55101MH2010PTC202911



Vaibhav Soni



For more info Call - Mr. Saptarishi @ +917908673965

if required under law or for obtaining legal advice relating to this Agreement. Both Parties will adopt procedures to ensure that such Confidential Information is kept confidential at all times by their members, consultants, directors and associates. Provided that these restrictions shall not apply in respect of such Confidential Information that:

- (a) becomes generally available to the public other than as a result of disclosure by the disclosing party or by the disclosing party's representatives; or
- (b) was available to the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the disclosing party or its agents, advisors or representatives; or
- (c) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or its agents, advisors or representatives when such source is entitled, to the best of the receiving party's knowledge, to make the disclosure to the receiving party;
- (d) is independently developed by receiving party without the use of any Confidential Information, provided that the receiving party is able to satisfactorily demonstrate to the disclosing party such independent development.
- (e) Disclosure made under any law for time being in force or any statement called upon, by the Government or any regulatory authority under any statute, Order or Decree of Competent Court, provided such disclosure is made with prior intimation to the Disclosing Party.

8. NON-EXCLUSIVITY

It is agreed between the Parties that the arrangement under this Agreement is a non - exclusive arrangement and the Parties may enter into similar arrangement/s with any other party.

5

KA Hospitality Private Limited

Registered Office: 501, Krystal, 206, Waterfield Road, Bandra (W), Mumbai - 400 050.

Corporate Office -701, 07th Floor, Notan Heights, 20, Gurunanak Road, Bandra W, Mumbai -400050.

T: +9122 61378000 www.kahospitality.com

CIN No.: U55101MH2010PTC202911



Vaibhav Soni



9. TERMINATION

Either Party may with a prior written notice of at least 30 days, terminate this arrangement without assigning any reason for terminating the same.

Notwithstanding anything stated hereinabove, either Party may forthwith terminate this Agreement upon written notice to the other, on happening of the following events on immediate basis:

- (a) If the other Party is in breach of the terms and conditions under this Agreement and such breach is not rectified within a 07 days' notice period requiring a remedy thereof;
- (b) If any representation or warranty given by the other Party is found to be untrue or misleading; or
- (c) If the other Party becomes bankrupt or insolvent or has become subject of proceedings under any bankruptcy or insolvency law, or is dissolved, or if the other Party has taken or suffered to be taken any action for its reorganization, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of all or any part of its assets or if an attachment has been levied on the other Party's assets or any part thereof.

10. CONSEQUENCES OF TERMINATION

Upon expiry of the term or earlier termination of this Agreement:

- (a) No Offer shall be available to the members of YI;
- (b) Termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties under this Agreement and shall not affect any transactions, which have then already been undertaken in accordance with this Agreement.

6

KA Hospitality Private Limited

Registered Office: 501, Krystal, 206, Waterfield Road, Bandra (W), Mumbai – 400 050.

Corporate Office –701, 07th Floor, Notan Heights, 20, Gurunanak Road, Bandra W, Mumbai -400050.

T: +9122 61378000 www.kahospitality.com

CIN No.: U55101MH2010PTC202911

- (c) The Parties shall cease using each other's trademarks, brand name, trade names, service marks and logos;
- (d) The Parties shall within 5(Five) days of termination shall return to each other any Confidential Information that it may have in its possession (If any).

11. DISPUTE RESOLUTION

This Agreement is to be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the **Courts at Kolkata**.

Any dispute and/or difference arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the Parties. If the disputes are not resolved within 30 days then the matter will be Courts at Kolkata.

12. FORCE MAJEURE

The said agreement may be suspended by either Party if either Party is unable to perform its obligations by reason of an act of God, fire, flood, explosion, electrical failure, strikes, lock-outs, outbreak of pandemics, epidemics, hostilities, riots, civil disturbance, acts of terrorism, natural disasters, national emergency, Central or State government action or any other cause which is beyond the reasonable control of the Parties ("Force Majeure Event").

The Party claiming that a Force Majeure Event has occurred must promptly inform the other Party of the occurrence of such event and shall make best efforts to alleviate the effects of such Force Majeure Event by any other actions that may be reasonably possible.

If a Force Majeure Event continues to prevent or delay the performance of such Party for more than 7 days, then service provider will liable to provide extension for such period to contract .

13. NOTICES

Any notice, demand, communication or other request to be given or made under this Agreement shall be in writing. Such notice shall be delivered by hand, by mail, courier or personal delivery at the respective address of the Parties set out herein below or at any other revised addresses which may be notified, in writing, against clear acknowledgement by Parties at a later date.

To Company:

Attention: **Ms. Karyna Kishore Bajaj**
Designation: Executive Director

KA Hospitality Private Limited

Office No. 701, 07th Floor, Notan Heights,
20, Gurunanak Road, Bandra W, Mumbai -400050

To YI:

Attention: **Vaibhav Soni**
Designation: Chapter Manager

Young Indians (YI)

6, Netaji Subhas Road Kolkata – 700001

14. MAINTAINING HIGH BUSINESS STANDARDS

The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards and prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of this Agreement or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and other Party shall have right to take all appropriate actions or remedies as may be required under the circumstances.

Both the Parties will provide all possible assistance to other Party in order to investigate any possible instances of unethical behavior or business conduct violations by an members or hired person.

8

KA Hospitality Private Limited

Registered Office: 501, Krystal, 206, Waterfield Road, Bandra (W), Mumbai – 400 050.

Corporate Office –701, 07th Floor, Notan Heights, 20, Gurunanak Road, Bandra W, Mumbai -400050.

T: +9122 61378000 www.kahospitality.com

CIN No.: U55101MH2010PTC202911



Vaibhav Soni



For more info Call - Mr. Saptarishi @ +917908673965

15. GENERAL TERMS

- (a) Neither Party shall assign or transfer all or any of its rights, benefits or obligations under this agreement without obtaining other Party's prior written approval.
- (b) Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and duly signed by authorized representatives of both the Parties.
- (c) Nothing in this Agreement shall be deemed to create any agency, partnership, joint venture unincorporated association, co-operative entity or other joint relationship between the Parties hereto or constitute any Party the agent of the other Party for any purpose or entitle any Party to commit or bind the other Party in any manner or give rise to fiduciary duties by one Party in favour of the other Party.
- (d) The invalidity or unenforceability of any provisions of this Agreement or any term thereof in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of each of us shall be enforceable to the fullest extent permitted by law.
- (e) YI will not interfere in the management and facilities provided by KA Hospitality to the members of YI. However, KA Hospitality will liaise with the concerned authority at YI regarding issues arises in this regard.
- (f) Members of YI agree and solely responsible to settle all their bills at the time of Check-out and KA Hospitality shall not be held liable for the same.
- (g) KA Hospitality shall provide the services in accordance with applicable provisions of law and generally accepted standards in the hospitality community and ensure that such services are provided to eligible members of YI in a courteous and prompt manner.

- (h) This Agreement constitutes the whole and only agreement between the parties hereto relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever.
- (i) The headings in this Agreement are indicative and shall not be taken into consideration during the interpretation or construction of the Agreement.

IN WITNESS whereof Parties have caused this Agreement to be executed and delivered through their duly authorized representatives on the day and date hereinabove written:

For KA Hospitality Private Limited

Karyna Bajaj



Name: Ms. Karyna Kishore Bajaj

Designation: Executive Director

For Young Indians (YI)

Vaibhav Soni



Name: Mr. Vaibhav Soni

Designation:

In the presence of witness (Name and Address)

1. *AYUSH PODDAR - 60E BLOCK D NEW ALIPORE KOLKATA - 700053*

2. *[Signature]*

ANNEXURE – A
Schedule of Offers in details

OFFERS

- 15% savings on food and soft beverages on all days, from 12.00 noon to 11.00 p.m. at below Yauatcha restaurant:

2. Yauatcha (Kolkata)

33, Quest Mall, Syed Amir Ali Avenue, Kolkata-700017

DETAILED TERMS AND CONDITION

- This offer cannot be clubbed with any other ongoing offer, event, promotion and / or discount.
- Prior reservation is must and guest is expected to mention the billing request at the time of booking itself.
- Guest should inform about the offer at the reception desk or to the server before placing the order.
- Guest needs to be physically present and is expected to disclose his identity through a organization photo ID proof to avail this offer.
- The validity of this proposal is until 31st March, 2023
- This exclusive offer is only on a la carte food menu, soft beverages and juices. **(Will not be applicable on Fixed menus and/or liquor/cocktails.)**
- Blackout dates are applicable.
- Prices are exclusive of taxes.
- Without ID card the offer is not valid.

11

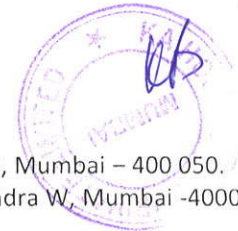
KA Hospitality Private Limited

Registered Office: 501, Krystal, 206, Waterfield Road, Bandra (W), Mumbai – 400 050.

Corporate Office –701, 07th Floor, Notan Heights, 20, Gurunanak Road, Bandra W, Mumbai -400050.

T: +9122 61378000 www.kahospitality.com

CIN No.: U55101MH2010PTC202911



For more info Call - Mr. Saptarishi @ +917908673965