

MASTER GROWTH PARTNERSHIP AGREEMENT

Lazeez Hakeem® Growth Partnership Model

Build With Trust. Operate With Responsibility. Grow Together.

PREAMBLE

This Master Growth Partnership Agreement (“Agreement”) establishes the framework through which selected independent business operators may be authorised to establish and operate a restaurant under the Lazeez Hakeem® brand and its approved operational ecosystem.

Lazeez Hakeem® | Since 1971 is built upon a long-standing culinary and hospitality legacy. Its growth philosophy is based not merely on commercial expansion, but on identifying responsible individuals who demonstrate the commitment, discipline and determination required to build sustainable businesses while protecting the dignity, standards and reputation of the Institution.

This model has therefore been developed as a Growth Partnership Model, designed to create opportunities for capable operating partners without making the opportunity itself a source of financial extraction.

The purpose of this Agreement is to establish a clear relationship between the Lazeez Hakeem® brand and the Operating Partner, defining their respective responsibilities, rights, obligations and standards for the establishment and operation of an authorised outlet.

ARTICLE 1**PARTIES TO THE AGREEMENT**

This Agreement is entered into on this ____ day of _____, 20____.

1. LAZEEZ HAKEEM®

M/s Lazeez Hakeem®, a proprietorship concern owned and operated by Mr. Tahir Husain, carrying on business under the name and style of Lazeez Hakeem®, having its principal place of business at P.No. 187-A, M.P. Nagar Zone-1, Bhopal, Madhya Pradesh – 462011, hereinafter referred to as the “Brand Owner,” “Lazeez Hakeem,” or “the Institution.”

AND

2. OPERATING PARTNER

Mr./Ms./M/s _____

Address: _____

City: _____

State: _____

Hereinafter referred to as the “Operating Partner.”

Lazeez Hakeem® and the Operating Partner shall collectively be referred to as “the Parties.”

ARTICLE 2**PURPOSE OF THE GROWTH PARTNERSHIP**

The purpose of this Agreement is to authorise the Operating Partner to establish and operate an approved restaurant under the Lazeez Hakeem® brand, subject to the systems, standards, values and operational requirements established by the Institution.

This Growth Partnership Model has been created with the belief that genuine business growth can be achieved when capable individuals are given a meaningful opportunity to build their own professionally managed businesses.

The Operating Partner receives the opportunity to establish and operate an authorised Lazeez Hakeem® outlet.

In return, the successful growth, professional operation and market presence of the outlet contribute to the wider expansion and strengthening of the Lazeez Hakeem® Institution.

The relationship is therefore based on shared growth through separate responsibilities, rather than financial extraction from the Operating Partner.

ARTICLE 3**NATURE OF THE RELATIONSHIP**

The term “Growth Partnership” is used solely to describe the commercial and operational growth relationship established under this Agreement and shall not, by itself, create or imply a legal partnership, equity partnership, joint venture, joint ownership or any ownership interest between the Parties. Nothing contained in this Agreement shall be construed as granting the Operating Partner any ownership, equity, proprietary right or legal interest in M/s Lazeez Hakeem® or the Lazeez Hakeem® brand, except for the specific operational rights expressly granted under this Agreement.

This Agreement represents a contractual commercial and operational relationship involving authorised use of the Lazeez Hakeem® brand, subject to the terms and conditions of this Agreement.

It shall not automatically create:

- An equity partnership;
- A joint ownership arrangement;
- An employment relationship;
- An agency relationship;
- A financial investment partnership;
- Or any ownership right of the Operating Partner in the Lazeez Hakeem® brand or Institution.

The Operating Partner remains independently responsible for the business investment and daily operation of the authorised outlet.

Lazeez Hakeem® remains responsible for protecting its institutional identity, intellectual property, operational standards and brand reputation.

ARTICLE 4**NO FINANCIAL CONSIDERATION FOR THE AUTHORISATION**

The Parties acknowledge that the authorisation granted under this Growth Partnership Model is not based upon the collection of a franchise fee, the payment of royalty, profit sharing, or the extraction of recurring financial payments from the Operating Partner merely for the right to operate under the Lazeez Hakeem® brand.

Accordingly, unless separately agreed through a specific written document executed by the Parties:

- No franchise fee shall be payable for the authorisation;
- No royalty shall be charged on business turnover;
- No percentage of operational profit shall be payable to Lazeez Hakeem® merely by reason of the authorisation;
- No recurring financial consideration shall arise merely because the Operating Partner is authorised to operate under the Lazeez Hakeem® brand.

The opportunity is granted on the basis of business suitability, operational capability, commitment, compliance with the applicable requirements of this Agreement, and the ability of the Operating Partner to responsibly represent the Lazeez Hakeem® name and standards.

For the avoidance of doubt, the absence of any franchise fee, royalty or profit-sharing arrangement under this Article shall not relieve the Operating Partner of responsibility for its own investment, outlet establishment costs, statutory expenses, operating expenses, employee-related costs, or any other costs and liabilities associated with the independent establishment and operation of the authorised outlet, unless expressly agreed otherwise in writing by the Parties.

ARTICLE 5**INVESTMENT AND OUTLET ESTABLISHMENT**

The complete investment required for establishing the authorised outlet shall ordinarily be arranged by the Operating Partner.

This may include, where applicable:

- Premises and location-related expenditure;
- Interior development;
- Kitchen infrastructure;
- Equipment;
- Furniture and fixtures;
- Licences and statutory approvals;
- Initial inventory;
- Working capital;
- Staffing expenses;
- Local operational expenditure;
- Utilities and other business requirements.

The Operating Partner acknowledges that Lazeez Hakeem® is granting an operational and brand opportunity and is not, merely by granting such authorisation, undertaking to finance or construct the outlet.

Any separate financial assistance, investment or special arrangement, if ever mutually agreed, must be documented independently in writing.

ARTICLE 6**OWNERSHIP OF THE OPERATING BUSINESS AND ASSETS**

Unless otherwise documented through a separate written agreement, the investment made by the Operating Partner in establishing and operating the outlet shall remain attributable to the Operating Partner.

The physical assets acquired through the Operating Partner's own investment, including eligible equipment, furniture, fixtures and locally purchased business assets, shall remain subject to the Operating Partner's ownership and applicable legal obligations.

However, the ownership of the Lazeez Hakeem® name, identity, intellectual property, recipes, systems and institutional materials shall remain exclusively protected with Lazeez Hakeem®.

The Operating Partner receives permission to use approved brand assets only for the authorised outlet and only for the duration and purpose permitted under this Agreement.

ARTICLE 7

RESPONSIBILITIES OF THE OPERATING PARTNER

The Operating Partner shall be responsible for the professional management and daily operation of the outlet.

This responsibility shall include:

- Managing daily restaurant operations;
- Recruiting and managing local staff;
- Maintaining required working capital;
- Managing inventory and local purchasing;
- Paying salaries and operational expenses;
- Maintaining statutory licences and approvals;
- Managing rent, utilities, taxes and local obligations;
- Maintaining customer service standards;
- Ensuring professional administration;
- Following approved food, hygiene and operational requirements.

The Operating Partner shall operate the outlet with the understanding that the Lazeez Hakeem® name represents an institutional legacy and must therefore be protected through responsible conduct and consistent standards.

ARTICLE 8**RESPONSIBILITIES OF LAZEEZ HAKEEM®**

Subject to the scope of the authorised partnership, Lazeez Hakeem® shall provide or make available such approved guidance, systems and operational frameworks as it reasonably considers necessary for the authorised operation of the outlet.

This includes guidance and approved systems relating to:

- Restaurant operational structure;
- Menu planning and menu frameworks;
- Recipe systems;
- Kitchen workflow;
- Food preparation standards;
- Service and presentation standards;
- Branding direction;
- Customer experience;
- Restaurant setup guidance;
- Staff operational guidance;
- Business systems;
- Operational discipline;
- Long-term growth and development.

The purpose of this support is to help the Operating Partner build and maintain a professionally managed restaurant while ensuring that the Lazeez Hakeem® brand is represented responsibly.

ARTICLE 9**OPERATIONAL PROFITS AND BUSINESS RETURNS**

The Operating Partner shall retain the operational financial returns generated from the independently operated outlet after meeting all applicable business expenses, liabilities and statutory obligations.

Lazeez Hakeem® shall not claim a recurring percentage of operational profit merely because the outlet operates under the authorised Growth Partnership Model.

The growth of the outlet contributes to Lazeez Hakeem® primarily through brand presence, market expansion, institutional recognition and the strengthening of the wider brand ecosystem.

ARTICLE 10

BRAND AUTHORISATION

Lazeez Hakeem® grants the Operating Partner a limited and conditional authorisation to use the approved Lazeez Hakeem® name and associated brand identity for the specific outlet approved under this Agreement.

This authorisation:

- Is personal and conditional;
- Applies only to the approved location;
- Cannot be transferred without written approval;
- Cannot be sublicensed;
- Does not create ownership of the brand;
- Remains subject to continued compliance with institutional standards.

Any expansion to another location shall require separate written approval from Lazeez Hakeem®.

ARTICLE 11

BRAND IDENTITY AND INTELLECTUAL PROPERTY

All rights relating to the following shall remain the protected intellectual and institutional property of Lazeez Hakeem®:

- Brand name;
- Trade identity;
- Logos;
- Brand presentation;
- Recipes and recipe frameworks;
- Menu systems;
- Operational systems;
- Training materials;
- Kitchen methodologies;
- Business structures;
- Customer experience systems;
- Marketing frameworks;
- Digital brand assets;
- Institutional documents.

The Operating Partner may use these materials only for the authorised operation of the approved outlet.

ARTICLE 12**OPERATIONAL STANDARDS**

The Operating Partner shall maintain standards appropriate to the Lazeez Hakeem® brand in relation to:

- Food quality;
- Food safety;
- Hygiene;
- Kitchen discipline;
- Customer service;
- Staff behaviour;
- Restaurant cleanliness;
- Presentation;
- Brand communication;
- Operational management.

Lazeez Hakeem® may conduct reasonable operational reviews to evaluate whether the outlet continues to meet required standards.

Where deficiencies are identified, corrective guidance may be issued.

The Operating Partner shall take reasonable and timely steps to address material operational concerns.

ARTICLE 13**FOOD QUALITY AND BRAND CONSISTENCY**

The Operating Partner acknowledges that food quality and consistency are fundamental to the reputation of Lazeez Hakeem®.

Approved menu systems, recipes, preparation methods and operational procedures shall therefore be followed in accordance with the applicable standards communicated for the outlet.

Unauthorised changes that materially affect the identity, quality or consistency of approved Lazeez Hakeem® offerings shall not be introduced without appropriate approval.

ARTICLE 14**LEGAL AND STATUTORY COMPLIANCE**

The Operating Partner shall be responsible for ensuring that the outlet maintains all licences, registrations, permissions and statutory compliances required for its independent operation.

This includes, where applicable:

- Food-related licences and registrations;
- Local authority permissions;
- Tax registrations;
- Labour-related obligations;
- Fire and safety requirements;
- Municipal requirements;
- Other legally applicable approvals.

The Operating Partner shall immediately inform Lazeez Hakeem® of any serious legal or regulatory matter that may materially affect the authorised outlet or the reputation of the brand.

ARTICLE 15**MARKETING AND DIGITAL PRESENCE**

The public presentation of the authorised outlet shall remain aligned with approved Lazeez Hakeem® brand standards.

This may include:

- Social media;
- Google listings;
- Websites;
- Online ordering platforms;
- Advertising;
- Promotional material;
- Public communication;
- Digital campaigns.

The Operating Partner shall not create misleading representations regarding ownership, corporate authority or the relationship with Lazeez Hakeem®.

ARTICLE 16

CONFIDENTIALITY

The Operating Partner shall maintain the confidentiality of non-public information received through the Growth Partnership.

Confidential information may include:

- Recipes;
- Operational systems;
- Internal documents;
- Business methodologies;
- Vendor information;
- Training materials;
- Customer systems;
- Financial or strategic information;
- Institutional processes.

Such information shall not be copied, disclosed, sold, transferred or used for unauthorised purposes.

ARTICLE 17

PROTECTION OF THE INSTITUTION

The Operating Partner shall not:

- Misuse the Lazeez Hakeem® name;
- Copy the brand for unauthorised businesses;
- Reproduce protected operational materials;
- Use confidential systems for a competing business;
- Make false public representations about the Institution;
- Intentionally or negligently damage the reputation of the brand.

The reputation of Lazeez Hakeem® shall be treated as a responsibility entrusted to every authorised Operating Partner.

ARTICLE 18

REVIEW AND OPERATIONAL INTERVENTION

Lazeez Hakeem® may review the operation of an authorised outlet where there are reasonable concerns relating to:

- Brand misuse;
- Serious food quality issues;
- Food safety concerns;
- Repeated operational failures;
- Legal violations;
- Fraudulent conduct;
- Serious reputational risk.

Where necessary for the protection of customers, the business or the Institution, Lazeez Hakeem® may require corrective action.

Any serious intervention shall be exercised reasonably and in accordance with the purpose of protecting the brand and its reputation.

ARTICLE 19

TRANSFER OR CHANGE OF CONTROL

The Operating Partner shall not sell, transfer or assign the authorised brand relationship to another person without prior written approval from Lazeez Hakeem®.

If the underlying business or ownership structure of the Operating Partner changes materially, Lazeez Hakeem® shall be informed before such change affects the authorised outlet.

ARTICLE 20**DISCONTINUATION OR EXIT**

If the Operating Partner wishes to discontinue the authorised operation, the Parties shall communicate and work towards an orderly transition.

Upon the end of the authorisation:

- The right to use the Lazeez Hakeem® name shall cease;
- Brand signage and protected identity shall be removed;
- Confidential materials shall not continue to be used;
- Digital representations shall be updated appropriately;
- The Operating Partner's independently owned assets shall remain subject to their lawful ownership and any separate agreements.

The discontinuation of the brand authorisation shall not automatically transfer ownership of the Operating Partner's independently purchased assets to Lazeez Hakeem®.

ARTICLE 21**TERMINATION OF AUTHORISATION**

Lazeez Hakeem® may suspend or terminate the brand authorisation in circumstances including:

- Serious brand misuse;
- Fraud;
- Illegal activity;
- Serious food safety violations;
- Repeated refusal to correct major operational failures;
- Unauthorised duplication of protected systems;
- Intentional reputational damage;
- Material breach of this Agreement.

Where circumstances reasonably permit, the Operating Partner should be informed of the issue and given an appropriate opportunity to address it before final termination.

Immediate action may be taken where necessary to protect customers, public safety or the reputation of the Institution.

ARTICLE 22**TERM OF THE AGREEMENT**

This Agreement shall commence on the date of execution or the date of formal operational authorisation, as applicable.

The initial term of the authorised partnership shall be five (5) years, subject to renewal by mutual written agreement and continued compliance with applicable standards.

Any continuation or renewal shall remain subject to:

- Operational performance;
- Continued compliance;
- Brand suitability;
- Mutual understanding;
- Written confirmation by Lazeez Hakeem®.

ARTICLE 23**FORCE MAJEURE**

Neither Party shall be held responsible for failure to perform obligations caused by circumstances beyond reasonable control, including:

- Natural disasters;
- Government restrictions;
- War;
- Civil disturbance;
- Epidemics or pandemics;
- Major infrastructure disruption;
- Other unavoidable extraordinary circumstances.

The Parties shall communicate and cooperate reasonably during such circumstances.

ARTICLE 24**DISPUTE RESOLUTION AND JURISDICTION**

The Parties shall first attempt to resolve any dispute arising out of or in connection with this Agreement through good-faith discussions and mutual consultation.

If the dispute cannot be resolved amicably, the Parties may pursue mediation or any other lawful dispute-resolution mechanism before initiating appropriate legal proceedings, where applicable.

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to applicable law, the courts at Bhopal, Madhya Pradesh, shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

ARTICLE 25**ENTIRE UNDERSTANDING**

This Agreement represents the principal understanding between the Parties regarding the authorised Growth Partnership Model.

Any modification, special financial arrangement, investment commitment, ownership arrangement or additional operational obligation shall be valid only when properly documented in writing.

No verbal statement shall automatically create an additional ownership, financial or institutional obligation unless formally confirmed.

ARTICLE 26**THE PRINCIPLE BEHIND THE PARTNERSHIP**

The Lazeez Hakeem® Growth Partnership Model is founded on a simple principle:

An opportunity should not lose its purpose merely because it becomes a source of financial extraction.

Lazeez Hakeem® believes that capable and determined individuals can create meaningful businesses when they receive the right opportunity, systems and professional direction.

The Operating Partner builds the business through personal investment, effort and responsibility.

Lazeez Hakeem® contributes its name, experience, systems, standards and institutional guidance.

The Operating Partner grows within the market.

Lazeez Hakeem® grows through the strength, reputation and expansion of responsibly operated outlets.

This is the shared purpose of the Growth Partnership.

ARTICLE 27

FINAL DECLARATION

The Parties enter into this Agreement with the understanding that the success of an authorised outlet cannot be created by a brand name alone.

A brand can provide identity.

Experience can provide direction.

Systems can provide structure.

But the success of the business depends upon the discipline, responsibility and commitment of the people entrusted to operate it.

The Operating Partner accepts the responsibility of representing Lazeez Hakeem® with professionalism and dignity.

Lazeez Hakeem® accepts the responsibility of protecting the institutional standards and legacy associated with its name.

Together, the purpose is not simply to open another restaurant.

The purpose is to build a professionally managed business that can earn customer trust, strengthen the local market and contribute to the long-term growth of Lazeez Hakeem® | Since 1971.

SIGNATURES

FOR LAZEEZ HAKEEM®

Mr. Tahir Husain

Proprietor / Brand Owner

Signature: _____

Date: _____

OPERATING PARTNER

Name: _____

Business Entity, if applicable:

Signature: _____

Date: _____

WITNESS 1

Name: _____

Signature: _____

WITNESS 2

Name: _____

Signature: _____