**Date:** (Date of Agreement)

**Parties:**

* **Franchisor:** (Legal Name of Franchisor), a (Type of Entity) with its registered office at (Franchisor's Registered Address) (hereinafter referred to as the "Franchisor").
* **Franchisee:** (Legal Name of Franchisee), a (Type of Entity) with its business address at (Franchisee's Business Address) (hereinafter referred to as the "Franchisee").

**1. Definitions:** (Include a comprehensive list of defined terms, e.g., "Affiliate," "Business Day," "Confidential Information," "Franchise System," "Gross Sales," "Intellectual Property," "Operations Manual," "Territory," "Trademarks," "Services," "Products," etc.)

**2. Grant of Franchise:** \* 2.1. Subject to the terms and conditions of this Agreement, the Franchisor hereby grants to the Franchisee, and the Franchisee hereby accepts, a (Exclusive/Non-Exclusive) franchise to operate a (Type of Business) business under the Franchisor's (Franchise System Name), utilizing the Franchisor's Trademarks and the Franchise System, at the premises located at (Specific Address of Franchised Location) (the "Franchised Location") within the Territory defined in Schedule C. \* 2.2. The Franchisee acknowledges that this grant is solely for the Franchised Location and the Territory as defined herein.

**3. Territory:** \* 3.1. The territory granted to the Franchisee under this Agreement is (Detailed Geographic Description of the Territory) (the "Territory"). \* 3.2. (If Exclusive) During the Term, the Franchisor shall not, directly or indirectly, operate or grant any other franchise for a (Type of Business) business under the Trademarks within the Exclusive Territory, except for (Specify any exceptions). \* 3.3. (If Non-Exclusive) The Franchisee understands and agrees that the Territory is non-exclusive, and the Franchisor reserves the right to operate or grant other franchises within the Territory.

**4. Term and Renewal:** \* 4.1. The initial term of this Agreement shall commence on (Start Date) (the "Effective Date") and shall continue for a period of (Number) (Years) (the "Initial Term"), unless earlier terminated as provided herein. \* 4.2. The Franchisee shall have (Number) option(s) to renew this Agreement for a period of (Duration of Renewal Term) each, provided that the Franchisee meets the conditions for renewal set forth in Clause (Reference Clause for Renewal).

**5. Fees and Payments:** \* 5.1. **Initial Franchise Fee:** The Franchisee shall pay to the Franchisor a non-refundable initial franchise fee of INR (Amount in INR) upon the signing of this Agreement. \* 5.2. **Royalty:** The Franchisee shall pay to the Franchisor a continuing royalty fee equal to (Percentage)% of the Gross Sales (as defined in Clause (Reference Clause for Gross Sales)), payable (Frequency, e.g., monthly) on or before (Day) of the following (Period). \* 5.3. **Marketing and Advertising Fees:** The Franchisee shall contribute (Percentage)% of Gross Sales to the Franchisor's national/regional marketing fund, payable (Frequency). The Franchisee shall also be responsible for local marketing expenses as outlined in Clause (Reference Clause for Local Marketing). \* 5.4. **Technology Fees:** The Franchisee shall pay a technology fee of INR (Amount in INR) per (Period, e.g., month) for access to and support of the Franchisor's proprietary technology systems. \* 5.5. **Other Fees:** (Specify any other applicable fees, e.g., transfer fees, audit fees, training fees for additional personnel).

**6. Trademarks and Intellectual Property:** (Detailed clauses regarding ownership, license, usage, protection, and prohibition of challenging the Franchisor's IP).

**7. Operating Procedures and Standards:** (Detailed clauses regarding adherence to the Operations Manual, maintenance of the Franchised Location, quality control, and inspections).

**8. Training and Support:** (Detailed clauses outlining initial training, ongoing support, operational assistance, and advisory services provided by the Franchisor).

**9. Marketing and Advertising:** (Detailed clauses outlining the responsibilities of both the Franchisor and the Franchisee regarding national, regional, and local marketing efforts and contributions to marketing funds).

**10. Site Selection and Development:** (Detailed clauses on site selection criteria, Franchisor's approval process, lease negotiations, build-out requirements, and timelines).

**11. Insurance:** (Detailed clauses specifying the types and amounts of insurance coverage the Franchisee must maintain).

**12. Transfer and Assignment:** (Detailed clauses outlining the conditions and procedures for any proposed transfer of the Franchisee's interest).

**13. Termination:** (Detailed clauses outlining the grounds for termination by both parties, procedures, and notice periods).

**14. Consequences of Termination or Expiration:** (Detail the obligations of the Franchisee upon termination or expiration).

**15. Governing Law and Dispute Resolution:** (This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of the courts in Bengaluru. (Optional: Include a clause on arbitration)).

**16. Entire Agreement:** (Standard entire agreement clause).

**17. Amendments:** (Requirement for written and signed amendments).

**18. Notices:** (Procedures for formal communication).

**19. Severability:** (Standard severability clause).

**20. Counterparts:** (Clause allowing execution in counterparts).

**Schedule A: Grant of Franchise and Business Description**

* A.1. Business to be Operated: (Specific type of business, e.g., Retail outlet for [Franchisor's Products] under the brand "[Franchisor Brand Name]").
* A.2. Permitted Use: The Franchisee is authorized to operate the Business solely for the sale of (Specific products/services) under the Trademarks and System at the Franchised Location: (Specific Address of Franchised Location).

**Schedule B: Fees and Payment Terms**

* B.1. Initial Franchise Fee: INR (Amount in INR) payable upon the signing of this Agreement.
* B.2. Royalty: (Percentage)% of the Gross Sales (defined as all revenues from the sale of [Specify Products/Services], excluding sales tax), payable monthly on the (Day) of the following month.
* B.3. National Marketing Fund Contribution: (Percentage)% of the Gross Sales, payable monthly on the (Day) of the following month.

**Schedule C: Territory**

* C.1. Exclusive Territory: The geographical area consisting of (Detailed address or geographical boundaries, e.g., "The entirety of Koramangala, Bengaluru, Karnataka, as outlined in the attached map as Exhibit D").
* C.2. Performance Requirements for Exclusivity: Franchisee must achieve minimum annual Gross Sales of INR (Amount in INR) within the Territory to maintain exclusivity.

**Exhibit D: Territory Map** (Reference to an attached map)

**Signatures:**