

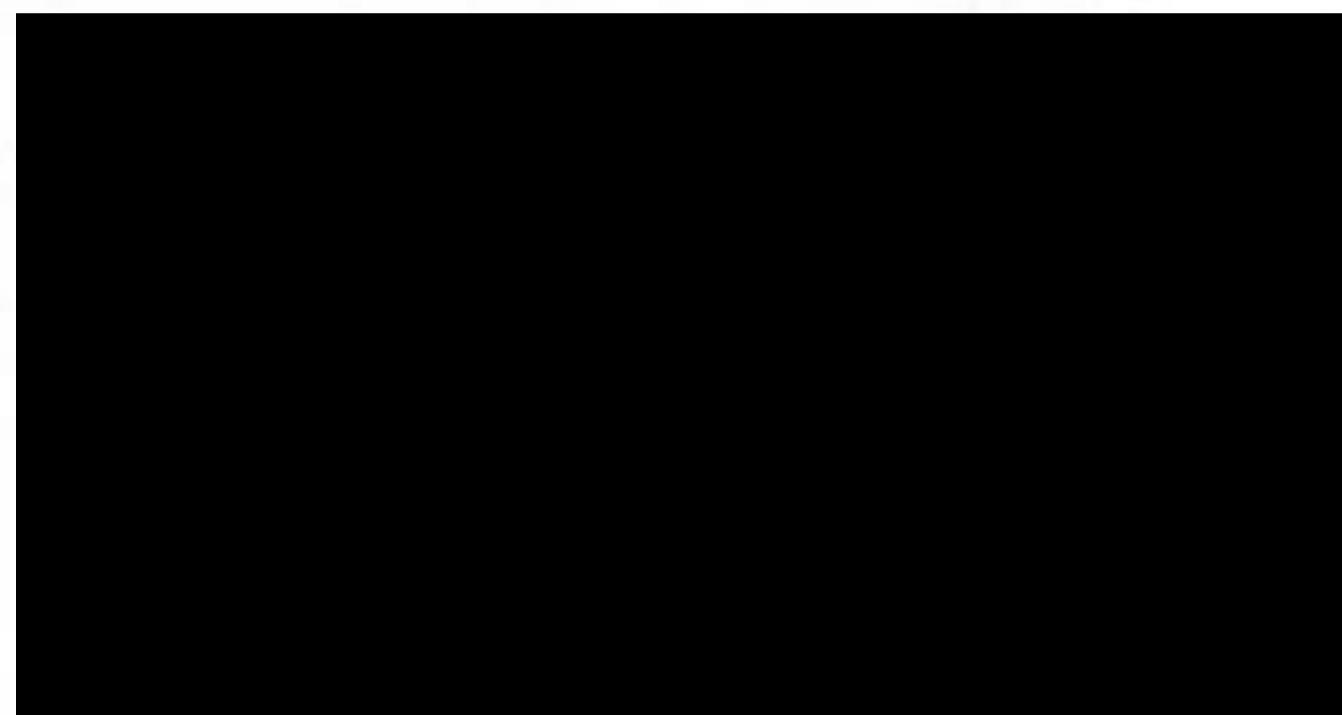
INTERIM OFF-LICENCE OPERATION & LICENCE TRANSFER AGREEMENT (UK)

Immediate Licence Transfer – Zero Commission

This Agreement is made on **21.12.2025**

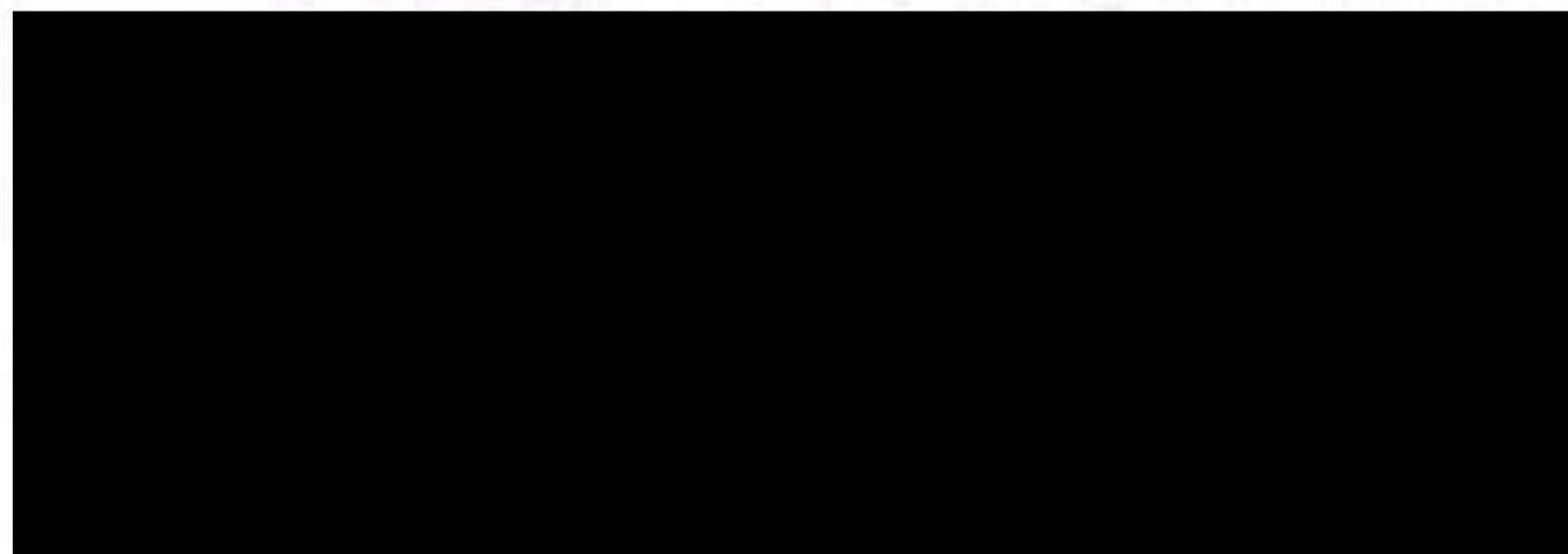
BETWEEN

Mr.Kugathas Kugenthiran



AND

Nirusan Sivatharan



1. PURPOSE

The Parties confirm that the sale and legal transfer of the off-liscence business trading as **Manorway Superstore**, located at **73 Manorway Deeping st james Lincolnshire PE6 8PX**, is in progress.

This Agreement authorises the **immediate transfer of all licences and regulatory permissions** to the New Owner and permits the New Owner to operate the business pending final legal completion.

2. ZERO COMMISSION

The Current Owner shall receive **no commission, fee, profit share, or payment** under this Agreement.

All profits and losses from the Effective Date belong solely to the New Owner.

3. IMMEDIATE LICENCE TRANSFER (CRITICAL)

3.1 Alcohol (Premises) Licence

The Current Owner **authorises and consents to the immediate transfer** of the Premises Licence to the New Owner by:

- a. Signing and submitting a **Premises Licence Transfer Application** to the local authority;
- b. Granting authority for an **Interim Authority Notice (IAN)** to take effect immediately under

Section 47 of the Licensing Act 2003;
c. Cooperating fully with police and council requirements.

Upon submission of the Interim Authority Notice, the New Owner shall be **lawfully entitled to sell alcohol immediately**, subject to licence conditions.

3.2 Designated Premises Supervisor (DPS)

The Parties confirm that:

- The New Owner is the DPS, OR**
- A DPS variation application is submitted immediately naming the New Owner (or their nominee)**

The Current Owner agrees to resign as DPS with immediate effect where applicable.

3.3 Other Licences & Registrations

The Current Owner agrees to immediately transfer or assist in transferring all relevant licences and permissions, including but not limited to:

- Local authority registrations
- Trading name registrations
- Lottery licence (if applicable)
- Tobacco and vape registrations
- Waste and environmental registrations

4. OPERATION UNDER NEW OWNER NAME

From the Effective Date:

- The business shall operate **entirely under the New Owner's name**
- The New Owner shall control staff, suppliers, stock, pricing, and banking
- The Current Owner shall not interfere in daily operations

5. NO TRANSFER BY AGREEMENT ALONE

Legal ownership of the business assets and lease shall transfer **only upon completion of formal sale documents**.

This Agreement grants **operational and licensing authority only**.

6. FINANCIAL & HMRC RESPONSIBILITIES

The New Owner shall be responsible for:

- All operating costs
- Staff wages and PAYE
- Stock and suppliers
- VAT registration and compliance (as applicable)

The Parties agree to cooperate fully with HMRC to ensure correct transition.

7. INDEMNITY

The New Owner shall indemnify the Current Owner against all liabilities arising from operation of the business after the Effective Date.

The Current Owner shall indemnify the New Owner for liabilities arising prior to the Effective Date.

8. TERM

This Agreement shall commence on the Effective Date and terminate automatically upon completion of the full legal ownership transfer.

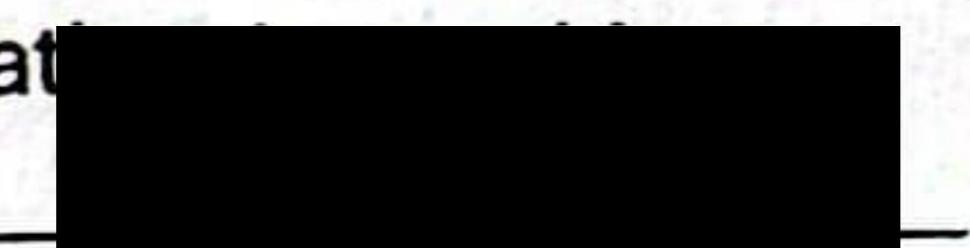
9. GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales.

10. SIGNATURES

CURRENT OWNER / EXISTING LICENCE HOLDER

Name: Kugathasan

Signature: 

Date: 21.12.2025

NEW OWNER

Name: Niruson Sivatharan

Signature: 

Date: 21.12.2025