

महाराष्ट्र MAHARASHTRA

© 2023 ©

79AA 287912

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९८
13 NOV 2023
सक्षम अधिकारी
श्रीम. एल. एस. सांगळे

THIS STAMP PAPER IS PART OF
SERVICE AGREEMENT
DATED 28TH MAY, 2024

BY AND BETWEEN

SEMOLINA KITCHENS PRIVATE LIMITED

AND

EQUINOX LABS PRIVATE LIMITED



000035

AGREEMENT

जोड़पत्र - २ / Annexure - 11

आवक्या प्रकार	
क्या ही-वही करवाय अग्रेस वा ?	YES / NO
किंवाहीने नांवा -	SEMOLINA KITCHENS PRIVATE LIMITED
अदांक विकत घेणावया नावा	CIN : U55209DL2022PTC401030
अदावका पत्ता/व्याज कडा	Block A, South Wing, 1st Floor, Shiv Sagar Estate, Dr. Annie Besant Road, Worli, Mumbai - 400018.
क्या अदावकाय अदावे कडा वा नावा	
मुदांक मुक्त कडावा	
मुदांक विकत वाद काही अदा कडावा/विकत	
अदांक विकत घेणावयाही राही	
मुदांक विकतवाही राही	
परवाला क्रमांक: 000090	
मुदांक विकत घेणाव/विकत द्या अदाविकाशन ऑफ एम ए सी डी २, हजारीनल सोमाजी भावा, भद्रा हायस्कूल च्या समोर, किपिल मिल्मावडा वाजुला, सी एस टी, मुंबई - ४०० ००१	
क्या कडावकाय अदावे मुदांक अदावे कडा त्यांनी त्याच कारणावादी क्या अदावे कडावकाय अदावे कडावकाय अदावे कडावकाय अदावे	

29 NOV 2023

29 NOV 2023



SERVICE AGREEMENT

This Agreement (hereinafter referred to as "**the Agreement**") is made and entered into on this 28th day of May 2024 at Mumbai.

By and Between

EQUINOX LABS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its Registered Office at Equinox Center, R-65, TTC, Rabale, Navi Mumbai - 400701 through its Authorized Signatory Mr. Bhinkumar Prasad, hereinafter referred to as '**Service Provider**' (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its administrators, representatives and permitted assigns) of the **ONE PART**.

AND

SEMOLINA KITCHENS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 and having its Registered Office at 504, Regus, Level-5, Caddie Commercial Tower, Hospitality District Aerocity Delhi, New Delhi 110037, hereinafter referred to as '**Company**' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, representatives and permitted assigns) of the **OTHER PART**

WHEREAS Service Provider is carrying on the business of providing food, water & air testing services and food auditing.

AND WHEREAS Service Provider has agreed to provide Food, Water & Air Testing services and Food Auditing as per "The Food Safety and Standards Act, 2006" and the rules and regulations (hereinafter referred to as "**Services**") more particularly defined in Annexure II; and has expressed willingness to render such services to the Company as per the requirements of the Company and in accordance with the terms and conditions of this Agreement.

AND WHEREAS the Service Provider has represented that it has requisite expertise and knowledge in providing the Services mentioned herein and has expressed interest in providing the Services to the Company.

AND WHEREAS based on the representation of the Service Provider, the Company has agreed to engage the Service Provider for the Services under this Agreement at Terminal 2, Chhatrapati Shivaji International Airport, Mumbai.

The Company reserves the right to change the terms and conditions of this Agreement with respect to the Services to be provided by Service Provider to Company, subject to mutual discussion.

The Company and Service Provider are hereinafter collectively referred to as "**Parties**" and individually as "**Party**", as the context may demand.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES



1. DÉFINITIONS AND INTERPRETATION

1.1 Definitions

- a. “**Agreement**” shall mean this service agreement executed between the Parties along with its recitals, schedules, annexures, appendices, exhibits, addendums and all other modifications.
- b. “**Applicable Laws**” means, with respect to any person, property, transaction, condition or event, any present or future; any applicable constitutional provision, law, enactment, statute, rule, regulation, ordinance, treaty, policies, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, Permits (as defined below), consent or requirement of any Governmental Authority (as defined below), as construed from time to time by such Governmental Authority including environmental laws and labour laws, codes and standards prescribed by any regulatory authority, any statutory or regulatory requirements, standards and codes required specifically for performance of the Services at the Location, any internationally recognised standards and codes, and all other regulations, laws, rules, regulations, statutes, etc., applicable to the performance of the Services hereunder.
- c. “**Company**” has the meaning ascribed to it in the memo of Parties mentioned above.
- d. “**Confidential Information**” refers to any information or materials obtained by either Party as a result of this Agreement (including but not limited to any data, studies, reports, permits, agreements or financing documents related to the Services or the Company, all financial, technical, commercial, or other information concerning the business and affairs of the Parties), any information or materials disclosed by one Party to the other Party, including, business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, the disclosures of which is stated to be confidential or which the receiving Party should know is confidential, including, without limitation, any cost or pricing information, contractual terms and conditions, marketing or distribution data
- d. “**Government Authority**” means the Government of India, the government of the any state in India, and local governments and all agencies, authorities, ministries, including the Ministry of Aviation, the Directorate General of Civil Aviation, the Airports Authority of India, departments, boards, instrumentalities, municipalities, courts, tribunals, corporations, other authorities lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or other subdivisions of any of the foregoing having or claiming a regulatory interest in or jurisdiction over the scope of Services or the Parties and personnel or agents engaged by them for performance under this Agreement (and their respective personnel and agents).
- e. “**GST**” means the goods and services tax payable as per the Applicable Laws in India.
- f. “**GST Act**” means and includes the Central Goods and Services Tax Act, 2017, the Integrated Goods and Services Tax Act, 2017 and the State Goods and Services Tax Act, 2017, and any other new legislation related to service taxes introduced by any Governmental Authority, as amended from time to time.



- g. **“Intellectual Property Rights”** means recognised protectable intellectual property of a Party such as patents, utility models, copyrights, corporate names, trade names, trademarks, trade dress, service marks, applications for any of the foregoing, software, firmware, trade secrets, mask works, industrial design rights, rights of priority, know how, design flows, methodologies and any and all other intangible protectable proprietary information that is legally recognized including all applications, renewals, extensions and revivals of, and all rights to apply for, any of the foregoing under Applicable Laws or any other applicable jurisdiction, whether registered or not.
- h. **“Location(s)”** has the meaning ascribed to it in **Annexure V**.
- i. **“Permit(s)”** means all approvals, consents, permits, clearances, variances, waivers, conditions, decisions, authorizations, orders, certificates, confirmations, exemptions, applications, notifications, filings, declarations, registrations, concessions, acknowledgments, agreements, licenses (including any import or export licenses), employee visas, environmental permits, decisions, rights of way, and similar items required to be made with or to, or obtained from, any Governmental Authority.
- j. **“Services”** has the meaning ascribed to it in **Annexure II**.
- k. **“Service Provider”** has the meaning ascribed to it in the memo of Parties mentioned above.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) Headings to clauses are for convenience only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- (b) References to the words ‘include’ or ‘including’ shall be construed as being suffixed by the words without limitation. Words importing the singular shall include plural and vice-versa. The expressions ‘hereof’, ‘herein’, ‘hereunder’ and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;
- (c) All words (whether gender-specific or gender neutral), shall be deemed to include each of the masculine, feminine and neuter genders;
- (d) Where a word or phrase is defined, other parts of speech, grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- (e) A reference to any document (including this Agreement) or a law or statutory provision, includes, to the extent applicable at any relevant time:
 - (i) that document, law, statutory provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof; and



- (ii) any subordinate legislation or regulation made under the relevant law or statutory provision;
- (f) References to Rupees, '₹', 'INR' and 'Rs.' are references to the lawful currency of India;
- (g) All references made in this Agreement to "clauses", "schedules" and "annexures" shall refer, respectively, to articles of, and the schedules and annexures to, this Agreement. The schedules and annexures to this Agreement form part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement.
- (h) Any reference to a person includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality, and shall include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns.
- (i) References to 'month', 'monthly', 'year', and 'yearly' and any other references in time shall be construed by reference to the Gregorian calendar and reference in this Agreement to certain number of days shall mean calendar days.
- (j) References to the preamble, recitals, articles, sections, and exhibits are, unless the context indicates otherwise, references to the preamble, recitals, articles, and sections of, and exhibits to, this Agreement.
- (k) The Parties have participated jointly in the negotiation and drafting of this Agreement. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof.
- (l) In case of any inconsistency between the Agreement and the annexures, schedules or exhibits enclosed herein, the terms and conditions of the Agreement shall prevail. In case of any inconsistency between the terms of the Agreement, the Company shall have the sole right to confirm which term shall prevail.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 In consideration of the Company paying the charges, Service Provider shall provide the Services mentioned in the Annexure II, which may be amended by the Parties from time to time in writing, together with all other obligations, functions and duties as more particularly described in this Agreement as per the satisfaction of the Company, upon completion of each service of a particular location a detailed report shall be provided to the Company for its review and feedback for improvements as suggested by Company and hereinafter collectively known to as Service Provider's Obligation.
- 2.2 The Parties acknowledge and agree that, in the event the Company requires any additional services during the term of this Agreement, then the same shall be discussed and agreed between the Company and Service Provider in writing ("the **Additional Services**"). In such event, a description of the Additional Services shall be added to the Service specifications through a written amendment signed by the Parties before the Service Provider commences to perform the Additional Services. The Company shall pay such charges to the Service Provider for the performance of such Additional Services in accordance with the terms agreed between the Parties in writing. It is hereby clarified



that the Service Provider shall not execute any Additional Services until the written amendment has been signed by the Parties and the Company shall not be responsible for any costs incurred by the Service Provider in relation to or arising out of the Additional Services before the execution of the written amendment.

- 2.3 Service Provider assures that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by Service Provider.

3. **TERM**

Unless terminated by either Party in accordance with the provisions of this Agreement, this Agreement shall be valid for a period commencing from 06.05.2024 (the "Effective Date") and expiring on 05.05.2027 ("the Expiry Date") (the "Term").

4. **RENEWAL**

Unless terminated earlier, the Parties shall discuss and agree upon the terms and conditions of the renewal of the Term of the Agreement at least 30 (thirty) days prior to the Expiry Date. Renewal of the Agreement shall be subject to the Service Provider performing, providing, delivering and completing all its obligations under this Agreement, without any deficiency or defects, in accordance with the terms and conditions of this Agreement and as per the requirement of the Company.

5. **CHARGES**

- 5.1 In consideration of the Services to be provided by the Service Provider pursuant to this Agreement, without any defect or default and to the satisfaction of the Company. The Company shall pay to the Service Provider charges as mentioned in the Annexure –I after deduction of tax at source under the applicable income tax laws as may be in force from time to time or after making such other deductions for taxation and duties under the Applicable Laws. The Service Provider shall raise the invoice only after submission of the report for the Services as mentioned under Annexure II to the Company. The Company shall pay the said charges through RTGS in favour of Service Provider within 30 days from the date of receipt of the invoice raised by Service Provider provided that the Company does not raise any disputes against any invoices raised by the Service Provider.

- 5.2 The Service Provider shall raise an invoice including GST for the Services by the 1st day of the succeeding month after the completion of the Services, to the Company during the Term. It is hereby clarified that any delay of the Service Provide to submit the relevant GST compliant, correct and undisputed invoices shall have a corresponding delay in the Company releasing the payments against such invoices.

- 5.3 Taxes

- 5.3.1 The Service Provider shall ensure that all invoices raised by it under Clause 5.1 are GST compliant. Such tax invoices shall also be valid and in compliance with all the statutory rules or guidelines in relation to tax laws including the GST Acts, rules and regulations and / or other regulatory requirements, etc., for the time being in force. It is agreed and understood that if Service Provider fails to charge applicable taxes at the time of invoicing, the Company shall not be held liable in any manner whatsoever to pay applicable taxes thereafter (including interest , penalty if any) and the same shall be borne by the Service Provider.



- 5.3.2 The Service Provider shall raise invoice to the Company clearly mentioning the HSN/SAC code for the Services provided hereunder. The Service Provider shall discharge any and all liability under the GST Acts and file GST returns in time, such that the Company can claim the relevant input tax credits. The Service Provider, as the case may be, undertakes that a debit note/ supplementary invoice/credit note with appropriate references to the original invoice will be issued only in circumstances mutually agreed between the Parties.
- 5.3.3 After the provision of the Services under this Agreement, the Service Provider shall cooperate with the Company and provide information that may be reasonably requested by the Company in connection with claiming such credit of input tax under the GST Acts limited to tax invoice or debit note issued by the Service Provider or such other taxpaying document(s) as may be required as proof of payment of such applicable GST under applicable law by the Service Provider. Where, the transactions in respect of which the Company has claimed input tax credit are notified as unmatched vis-à-vis the corresponding disclosures made by Service Provider in his periodic returns, Service Provider would extend necessary assistance/corrective action including inter alia carrying out revision/rectification of its returns, so that the Company is able to claim input tax credit from the relevant Governmental Authorities. Despite such corrective action by Service Provider, if the Company is still not able to claim credit for any GST paid by the Company to Service Provider, the Service Provider shall indemnify and hold harmless the Company in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such fault, omission or non-compliance. The Company, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Company to the Service Provider.
- 5.3.4 The Parties undertakes that it has valid registrations under the GST Acts, which is/are in full force and effect and to the best of its knowledge no action or claim is pending which will revoke or terminate such registration(s) or declare such registration(s) as invalid.
- 5.3.5 The Parties would be responsible for their own tax assessments, audits, inquires, etc. and would keep other Party indemnified from any additional tax demand arising out of the same.
- 5.3.6 Both Parties agree to provide necessary documents, as may be required by law from time to time, to prove the compliance with the applicable tax laws with respect to this Agreement including its obligations to deposit the necessary taxes with the authorities. Any interest, penalties or recoveries by any authority on account of default in statutory compliances by the respective party will be solely borne by the defaulting party on its own account.

6. SERVICE PROVIDER'S COVENANTS

- 6.1 Service Provider shall ensure strict compliance of all the Applicable Laws for the purposes of the performance of its obligations under this Agreement for the provision of the Services and shall procure and maintain all Permits required to seamlessly provide the Services to the Company.
- 6.2 Service Provider shall comply with all Applicable Laws in relation to the personnel engaged by it including, but not limited to the Contract Labour (Regulation & Abolition) Act, 1970, the Employees' State Insurance Act, 1948, the Employee Provident Funds & Miscellaneous Provisions Act, 1952, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, the Payment of Gratuity Act, 1972, the Payment of Wages Act, 1936, the Workmen Compensation Act, 1923, the



Equal Remuneration Act, 1976, etc. revision, modification, amendment, replacement of such laws. Service Provider shall ensure that all applicable law have been adhered to by it all the times during the Term of this Agreement and shall maintain the requisite statutory registers and licenses and submit all statutory returns wherever applicable. The Company shall however, in no event be responsible or liable for any consequences arising out of non-compliance of such obligations by Service Provider. Service Provider shall hold harmless and indemnify the Company against any loss, damage claim etc. in case of failure of Service Provider to comply with the provision of this clause.

- 6.3 The employees of Service Provider who will be providing the Services shall be and shall remain the employees of Service Provider and Service Provider alone shall be responsible for payment of all the statutory dues in respect of them. Service Provider shall be solely responsible to pay the monthly salary/wages and all other benefits including the retrenchment compensation, notice pay, gratuity or bonus as payable as per the Applicable Laws as payable to the personnel engaged by the Service Provider deployed at the Location for carrying out the services. The Company shall not have any contractual responsibility towards the personnel so employed by Service Provider for performing/providing Services to the Company. However, the Company reserves the discretion to request the replacement of any employee of the Service Provider and the Service Provider shall promptly comply with such request without fail.
- 6.4 Service Provider shall immediately notify the Company in writing of the occurrence of any event, which may result in, or which may give reason to believe that there may be work stoppage, slowdown, labour dispute, strike, any labour related disruption of the personnel or other impediment or disruption in the performance of the obligations of Service Provider under this Agreement. Service Provider agrees that in that event any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding Three (3) days then the Company may at its sole discretion terminate this Agreement forthwith without incurring any liability under this Agreement or the Applicable Laws. In the event such delay is attributable to the Service Provider, the Service Provider shall complete the Services at its own risk and cost and shall defend, hold harmless and indemnify the Company against all losses, costs, expenses, claims, liabilities, liens, charges, proceedings, damages, compensation, including all attorney's fees, caused due to such delay in provision of the Services.
- 6.5 Service Provider and its personnel engaged in performance of the obligations under this Agreement shall not at any time use the Intellectual Property Rights of the Company, and the name and/or the trademark/logo of the Company without receiving prior written approval from the Company. The Service Provider shall be responsible to implement measures preventing any unauthorised use of the Company's Intellectual Property Rights by its personnel, as well as any infringement of the Company's Intellectual Property Rights or those of any other third party or of the Company. In the event any personnel engaged by the Service Provider breaches this provision, the Service Provider shall defend, hold harmless and indemnify the Company against all losses, costs, expenses, claims, liabilities, liens, charges, proceedings, damages, compensation, including all attorney's fees, caused due to such breach of the Service Provider's personnel.
- 6.6 Service Provider shall render the Services and obligations under this Agreement with utmost care and diligence and shall ensure to be of the highest quality and standards.
- 6.7 All and any documents and other information, papers and any other data relating to the business activities of the Company handed over to Service Provider by the Company under this Agreement or which come into the hands of Service Provider and /or its personnel's custody, power, attention



or possession pursuant to or in connection with this Agreement will remain the sole and absolute property of the Company, and Service Provider shall not have and also shall not claim any charge or, lien Right of retention, sale or set-off or other right title or interest therein or hereon for any reason whatsoever. The Service Provider may share such information only for the purposes of the provision of the Services and pursuant to the terms of this Agreement and not for any other reason without the prior written approval of the Company. Service Provider and /or its personnel shall not at any time use or attempt to use the Company's logo, letterheads for any purpose including the performance of this Agreement.

- 6.8 The work of any person engaged or employed by the Service Provider shall be supervised directly and controlled by Service Provider itself and it is the responsibility of Service Provider to provide Services as per the Scope of Services contained in **Annexure II** under the Agreement. All material and equipments required by Service Provider for due performance of the obligations hereunder shall be procured by Service Provider at its own cost. The Service Provider shall be liable for all acts of its employees, personnel, representatives, agents, contractor, subcontractors, advisors, consultants, or any other person acting under or on behalf of the Service Provider and shall defend, hold harmless and indemnify the Company against all losses, costs, expenses, claims, liabilities, liens, charges, proceedings, damages, compensation, including all attorney's fees, caused due to the acts, omissions or defaults of such employees, personnel, representatives, agents, contractor, subcontractors, advisors, consultants, or any other person acting under or on behalf of the Service Provider.
- 6.9 Service Provider shall at its own cost ensure that all its employees/ personnel entering the Location (**Annexure V**) for rendering the Services to the Company under this Agreement, wear uniforms and identity cards, representing the representatives of Service Provider.
- 6.10 Service Provider shall at its own cost conduct the background verification of the employees/ representatives and provide the Company with the documents as mentioned under **Annexure IV** before any employee/ representative of the Service Provider enters the Location (**Annexure V**) for providing the Services under the Agreement.
- 6.11 Service Provider acknowledges that Company has entered into a Concession Agreement with Airport Authority and is required to adhere to the same diligently. The terms of the Concession Agreement that need to be adhered by the Service Provider is annexed as **Annexure III** Service Provider shall adhere to any/ all policies as stated by SKPL from time to time. Also, Service Provider agrees that Concession Agreement terms shall always prevail.
- 6.12 All Services performed under this Agreement, shall be subject to the inspection by the Company, at its sole discretion, before the Fee is released to the Service Provider and the Company shall have the right to withhold any amount due and payable to the Service Provider, when in the Company's opinion the Services have not been performed in accordance with the requirements of this Agreement to the satisfaction of the Company.
- 6.13 The Service Provider shall provide the Company with a work schedule which shall clearly specify the timelines, frequency, deliverables and other details as required by the Company in relation to the Services to be carried out by Service Provider under this Agreement. The Company shall have the power to vary, modify or amend the details specified in the work schedule and such variation, modification, amendment or variation shall not vitiate this Agreement. All delays and revisions to the timelines shall be reflected in this work schedule, provided that any changes to the work schedule shall be approved by the Company in writing.



- 6.14 A detailed report shall be provided to the Company for its review and feedback for improvements upon the completion of the Service Provider's obligations as mentioned in this Agreement, as suggested by the Company. The Service Provider shall also undertake periodic feedback and review of the Company in relation to the quality of the Services provided and shall incorporate the feedback provided by the Company in the provision of the Services there forth. The Service Provider shall immediately implement all instructions of the Company in the provision of the Services.
- 6.15 **Review Procedure:** The Company shall have the right to procedurally review every 12 months the Services provided by the Service Provider. Any changes or amendment to the coverage of the Services, service levels or service procedures shall be in writing and mutually agreed between the parties and signed by the authorized signatories of both the parties. The Service Provider is required to keep all log details and issues in place during review meetings for detailed discussion and necessary actions. If required by the Company, the Service Provider shall also provide a quality assurance plan in a manner acceptable to the Company within the timelines communicated by the Company.
- 6.16 In the event the Service Provider is unable to complete and deliver the Services in the manner required by the Company and within the timelines communicated by the Company, for any reason whatsoever, it shall be liable to arrange for the provision, completion and delivery of such Service from other third party vendors at its own risk and cost without any liability on the Company.
- 6.17 In the event any new Location is added for the provision of the Services by the Company, such Services shall be provided for a charge which shall not be more than the charge mentioned in Annexure I, unless accepted by the Company
- 6.18 **Troubleshooting & Resolution Times:** Service Provider assures that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided.

7. PARTIES REPRESENTATIONS AND WARRANTIES

7.1 SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

Service Provider hereby represents, warrants and confirms to the Company that:

- 7.1.1 It has full capacity, power and authority to enter into this Agreement and to carry out and perform all its duties and obligations as contemplated herein.
- 7.1.2 It has necessary skills, knowledge, experience, expertise, equipment's, required capital, and net worth, to perform its obligations in accordance with the terms of this Agreement and shall engage such personnel that has the requisite expertise, experience and competency to execute the Services as per the requirements of the Company.
- 7.1.3 The Service Provider shall at all times be in compliance with the Applicable Laws and with the Permits procured and maintained by the Service Provider. The Service Provider shall at all times ensure to comply with the confidentiality, intellectual property rights and anti-bribery and anti-corruption provisions of this Agreement.
- 7.1.4 The Service Provider shall at all times be in compliance with the Applicable Laws and with the Permits procured and maintained by the Service Provider. The Service Provider shall at



all times ensure to comply with the confidentiality, intellectual property rights and anti-bribery and anti-corruption provisions of this Agreement.

- 7.1.5 The Service Provider represents and warrants that it has procured all the warranties and guarantees in relation to the Services and all materials, equipment and components of the Services provided by its original equipment manufacturers, contractors, subcontractors and for assignment of such benefits to the Company as per the instructions of the Company.
- 7.1.6 The Service Provider also warrants that the materials, equipment, components used in the Services shall comply with the requirements of this Agreement.
- 7.1.7 The execution of this Agreement and the provision of the Services hereunder by Service provider to the Company, does not and will not violate, breach any covenants, stipulations or conditions of any Agreement or deed entered in to by Service Provider with any third party/ies.
- 7.1.8 Service Provider shall be fully responsible for arranging adequate insurance cover for all its assets, risks arising out of performance of its Services under this Agreement. The insurance cover shall include:
- (i) third party liability and the Company should be additionally covered under the third party liability employees' compensation and
 - (ii) Other insurances that may from time to time be required by the Laws of India.
- 7.1.9 The data centre of the Service Provider shall always maintain high levels of both physical and network security and follow security advisories issued by appropriate authority from time to time.
- 7.1.10 Service Provider shall use all new, unused, defect-free, good high quality standard necessary tools, systems, products, applicators, devices, equipment's and supplies for the performance of its Services under this Agreement.
- 7.1.11 All Services performed under this Agreement before payment, shall be subject to the inspection by the Company, who may withhold payment when in its opinion the Service Provider has not been performed in accordance with the requirements of this Agreement.
- 7.1.12 Service Provider shall provide the Company with a work schedule which shall clearly specify the frequency of the treatments to be carried out by Service Provider under this Agreement. The Company shall have power as it thinks fit to vary the frequency specified in the work schedule and no variation shall vitiate this Agreement.
- 7.1.13 Service Provider shall not engage in any criminal activity or any unethical practices.
- 7.1.14 Service provider shall be solely liable for and shall indemnify the Company against any loss, claim or proceeding whatsoever, arising out of any statutory regulations, legislation or at common law in respect of injury to or death of any person or animal resulting from application services by Service Provider, its agents, employees, servants or workers whether or not due to gross negligence.



7.1.15 The Service Provider shall make payment of all dues, duties, cess, levies and taxes, including all penalties levied, under the Applicable Laws and shall keep the Company indemnified against any damages, costs, etc., borne by the Company for any failure of the Service Provider to discharge any payment obligation under the Applicable Laws.

7.2 PARTY'S REPRESENTATIONS AND WARRANTIES:

Each Party represents to the other Party that:

- 7.2.1 It is not insolvent, in liquidation, provisional liquidation or receivership, or under administration.
- 7.2.2 It is permitted by its organizational or charter documents, to enter into this Agreement, and is not otherwise restrained, prevented, or inhibited from entering into this Agreement or from undertaking the obligations herein contained and the execution or performance of this Agreement shall not result in a breach or violation of any provision of:
- (i) its organizational documents;
 - (ii) any statute, rule or regulation applicable to it; or
 - (iii) any judgment, injunction, decree or determination applicable to it.
- 7.2.3 Its authorised signatory is duly authorized to execute this Agreement to bind the Company to the performance of the Agreement and all corporate and regulatory approvals and procedures necessary for entering into this Agreement and vesting the authority in such signatory have been duly obtained and complied with.
- 7.2.4 This Agreement constitutes a valid and binding agreement, enforceable against the Parties hereunder in accordance with the terms thereof.
- 7.2.5 The execution, delivery or performance by such Party of this Agreement, nor the provision of Services contemplated hereby, will result in a violation of, or a conflict with, any provision of the constitutional documents of such Party, a contravention or breach of, or a default under, any term or provision of any indenture, agreement or instrument to which such Party is a party or by which such Party or its property may be bound, or a violation by such Party of any Applicable Laws.
- 7.2.6 There is no action, suit or proceeding, at law or in equity, or official investigation by or before any Government Authority, arbitral tribunal, tax authorities or any other body pending or threatened against or affecting the Party or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on such Party's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.
- 7.2.7 It is an entity duly organized, existing and in good standing under the laws of its jurisdiction.
- 7.2.8 It has all the requisite power and authority to own and operate properties and to carry on its business as now conducted.



7.2.9 It has full power and authority to enter into this Agreement and to perform its obligations under and consummate the transactions contemplated by this Agreement.

7.3 **SERVICE PROVIDER'S LIABILITY AND INDEMNITY**

7.3.1 Service Provider agrees that it shall, unconditionally and irrevocably, as a continuing obligation on an after-tax basis to indemnify defend and hold harmless, the Company (including its officers, representatives, employees, agents, assigns and survivors) in full from against and to pay on demand an amount equal to, any and all claims, liabilities, and damages, losses, liens, demands, reasonable attorneys' fees, costs, expenses, obligations, causes of action, interest, penalties, legal costs or suits (calculated on a full indemnity basis) cause by arising out of, in relation to, in connection with, or as a consequence of:

- (i) physical damage to or physical destruction of property, or death of or bodily injury to any person, including any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with the Services;
- (ii) any act or omission of the Service Provider or any of their representatives, including breach, negligent performance or failure or delay in performance by the Service Provider of any of its obligations hereunder;
- (iii) any breach of the representations and warranties of the Service Provider set out under Clause 7;
- (iv) Service Provider's failure to comply with Applicable Law including the failure to make payment of applicable taxes and duties, breach of applicable anti-bribery and anti-corruption laws in India and the Anti-Bribery and Anti-Corruption representation provided by the Service Provider herein;
- (v) any infringement or misappropriation of the Intellectual Property Rights or other proprietary rights of the Company or a third party;
- (vi) caused by, arise out of, or are connected in any way with any claim arising from the performance of this Agreement, or in relation to any contractors, sub-contractors, suppliers, manufacturers, or any other employee, personnel or agent of the Company engaged in any manner with the Services;
- (vii) due to gross negligence, fraud, misrepresentation, willful misconduct by the Service Provider;
- (viii) any claim made against the Company by a third party arising out of, or in connection with, the Services to be rendered by the Service Provider to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement;
- (ix) any claim made against the Company by a third party (including, for the avoidance of doubt, arising out of, or in connection with, any change to the rate of GST (including any composite rate of GST) applied to the Services.



7.4 Notwithstanding anything to the contrary, set out in this Agreement: (i) the Company may participate in any defence and settlement directly or through counsel of its choice, and (ii) the Service Provider will not settle or compromise any claim on terms that would diminish the rights provided to the Company or increase the obligations assumed by the Company under this Agreement, without the prior written consent of the Company.

7.5 **Independent Remedy**

The indemnification rights of the Company under this Agreement are independent of, and in addition to, such other rights and remedies as the may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

7.6 This provision shall survive any termination or expiry of this Agreement.

7.7 The Company shall not be liable to the Service Provider, or its officers, directors, employees, and agents for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue, goodwill or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement.

8. **NOTICE**

Any notice to be given under this Agreement shall be in writing and shall be signed by the Party issuing the same and shall be addressed to the Company or Service Provider (as the case may be) at their respective addresses mentioned herein below or to such other address as the concerned party may inform the other Party in accordance with the provisions of this clause. Any notice issued by either of the Parties to the other and which has been served by the way of national reputed Courier/ registered post, hand delivery or email.

For Service provider: **Equinox Labs Private Limited**

Contact person: Mr. Bhimkumar Prasad

Email ID: Bhimkumar@equinoxlab.com

Address: Equinox Labs, R-65 TTC, Rabale, Navi Mumbai-400701

For Company: **Semolina Kitchen Private Limited**

Contact Person: Mr. Harshad Vidhate

Address: Block-A South Wing 1st Floor Shiv Sagar Estate Dr. Annie Besant Road, Worli, Mumbai 400018

Email: harshad.vidhate@semolinakitchens.com

Notices shall be in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, or (b) on the day of receipt by the addressee, if sent with national reputed courier, registered post, or (c) in case of email, when delivered except when a notification of failed delivery or failed delivery is received by the Party issuing such notice.

In case of any change in the aforementioned information, the Parties shall share a prior written notice of five (5) days before such change takes effect to the other Party.

9. **TERMINATION**



9.1 This Agreement shall commence on the Effective Date and, subject to earlier termination, shall continue for the Term.

9.2 *Termination for Convenience*

The Company may terminate this Agreement by giving the Service Providers a prior written notice of thirty (30) days at any time during the term of this Agreement, with or without assigning any reason, without incurring any liability under this Agreement or any Applicable Laws.

9.3 *Termination for Breach*

Notwithstanding the terms of the Agreement, in the event of any default or breach by the Service Provider of the terms and condition of this Agreement, any delay or failure of the Service Provider to perform the obligations stated under this Agreement, or for any other reason as communicated by the Company, the Company shall share with the Service Provider a notice highlighting the default by the Service Provider and in case such breach has not rectified by the Service Provider within a period of 7 (seven) days from the date of receipt of such notice, then the Company has the right to terminate the Agreement after giving a prior notice of 15 (fifteen) days.

9.4 On termination of this Agreement, the Service Provider shall deliver to the Company all documents and any/all data, equipment, material, etc., held by it for performance of the Services. Any consents, authorizations, approvals provided by the Company shall immediately cease to exist upon any termination under this Agreement. All obligations of the Company towards the Service Provider and all rights of the Service Provider shall cease upon the termination of this Agreement. The Service Provider undertakes to make no further use of the Company's know-how, Intellectual Property Rights, including, but not limited to, all signs, bags, furniture, fixtures, equipment, advertising materials, stationary, forms and other articles belonging to the Company.

9.5 Any termination under this Agreement shall not prejudice any existing rights or claims which the Company may have against the Service Provider and shall not relieve the Service Provider from completing any Services for which the Company already has made payments for or from any liability incurred by the Service Provider before such termination. Failure by the Company to exercise its right of termination shall not be an abandonment of such right of termination in the future.

9.6 In case of termination due to a breach by the Service Provider, any losses, claims, costs, damages, expenses, claims, liens, proceedings, charges, penalties, incurred by the Company due to the breach of the Service Provider shall be indemnified, defended and held harmless by the Service Provider without any demand or demur, immediately, upon intimation by the Company. Upon termination, the Service Provider shall only be entitled to receive payment only for the portion of the Services, completed and delivered to the Company by the Service Provider, to the satisfaction of the Company and in accordance with the timelines instructed by the Company.

9.7 Notwithstanding any other provisions of this Agreement, in the event Company's Concession at Airport under Concession Agreement terminates for any reason, this Agreement shall terminate on the same day without any further notice.

9.8 *Mutual Termination*

The Parties shall have the right to mutually terminate this Agreement upon such terms and conditions as may be mutually agreed upon by the Parties.



10. **POST TERMINATION RESPONSIBILITY OF SERVICE PROVIDER**

On termination of this Agreement, Service Provider shall deliver to the Company all documents and any/all data, held by it. Service Provider shall arrange to demobilize its staff and arrange to remove its Staff and materials immediately after the expiry of the Notice period.

11. **ASSIGNMENT**

Service Provider shall not have any right to assign, novate or otherwise transfer this agreement, including any obligation, rights, interest and/or claims arising thereunder, in whole or in part, to any third party, without the prior written consent of Company. Company shall have the right, without any restriction, to assign, novate or otherwise transfer, in any manner whatsoever, the rights, obligations or interests, arising out of or in relation to this Agreement, in favour of its group companies, affiliate/ associate company, joint venture partners, lenders, or to any other third party which is not a party to this Agreement, without the need to obtain any approval or consent of the Service Provider. In the event that such transfer by Company necessitates any amendment/modifications to this Agreement, or executing a novation agreement, then the Parties shall cooperate with each other to effect such transfer.

12. **COMPLIANCE:**

12.1 **Business ethics and code of conduct**

12.1.1 The Service Provider shall establish and maintain appropriate business standards, procedures and controls to ensure compliance with, and shall procure that its Personnel comply with, all environmental regulations, labour laws, industry best practice and Company's Policies.

12.1.2 The Service Provider shall not offer or give to the Company or any of its Personnel any gift, inducement or reward of any kind for entry into the Agreement or for doing or omitting to do anything in connection with the Agreement.

12.1.3 Company's customers and clients demand quality goods and products and service at all times, and also expects us to ensure that those goods are produced ethically and sustainably. Company also understands that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity and expect the same commitment from the business partners including the Service Provider.

12.1.4 The Code of Conduct therefore outlines the minimum requirements placed on our business partners concerning their responsibilities towards their stakeholders and the environment. The Code of Conduct of the Company can be found in Annexure VI.

12.2 **Anti-bribery and corruption**

12.2.1 Service Provider agrees that it shall, and shall procure that its employees, subsidiaries, agents, sub-contractors, consultants and any other person acting on its behalf in connection with this Agreement shall: (a) comply with applicable anti-bribery and corruption laws (including the UK Bribery Act 2010) ("**Anti-Bribery Laws**"), and in particular, shall not, either directly or indirectly, offer, promise, give, authorise the payment of, or transfer, a



financial or other advantage (i) to any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) to any other person with the intention of inducing or rewarding the improper performance of a function or activity, (b) maintain adequate policies and procedures designed to prevent any activity, practice or conduct relating to this Agreement that would constitute an offence under any applicable Anti-Bribery Laws, (c) not engage in any activity, practice or conduct which would constitute tax evasion or the facilitation of tax evasion and comply with all applicable laws, statutes, regulations, and codes in force from time to time relating to tax evasion or the facilitation of tax evasion; and (d) disclose to the other party in writing immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this condition.

- 12.2.2 The Service Provider shall ensure that its personnel and any other persons who are engaged in connection with the supply of any of the goods and services who are "associated" with the Company shall at all times during the term of the Agreement comply with all applicable anti-bribery and corruption laws and regulations of India or any other applicable laws in the performance or purported performance of the Agreement and, in particular, shall not, either directly or indirectly, offer, promise, give, authorize the payment of or transfer a financial or other advantage to: (i) any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) any other person with the intention of inducing or rewarding the improper performance of a function or activity.
- 12.2.3 Service Provider shall implement and at all times maintain suitable policies and procedures designed to prevent any activity, practice or conduct relating to the Agreement that would constitute an offence under any applicable laws and shall procure that all of its staff/personnel shall at all times comply with all such policies and procedures.
- 12.2.4 Service Provider shall provide the Company with all reasonable assistance to enable the Company to comply with all Anti-Bribery Laws, including informing the Company of any request by a third party for payment of a bribe in connection with the Goods.
- 12.2.5 Service Provider shall disclose to the Company in writing, immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this Clause 12.2. Any failure by the Service Provider to perform its obligations under, or procure compliance shall be deemed to be a material breach of the Agreement by the Service Provider, such breach being incapable of remedy and giving the Company right to terminate the Agreement in accordance with Clause 9 of this Agreement.

12.2.6 *Modern Slavery*

The Parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force. In performing its obligations under this Agreement, the parties shall take reasonable steps to ensure that slavery, servitude, human trafficking, forced or compulsory labour, and/or child labour do not take place in its supply chains or in any part of its business (including making all necessary enquiries with its supplies and, to the extent reasonable, other parties in the supply chain).



12.2.7 Without prejudice to the foregoing provisions of this Clause 12.2, the Service Provider unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to indemnify the Company in full against, and to pay on demand an amount equal to, any loss which the Company and their respective directors, officers, employees, successors and assigns may incur at any time or from time to time (whether by way of damages, settlement, costs or otherwise) and all costs and expenses (including legal fees and together with any applicable GST) in respect of, or as a result of, any actual or alleged bribery or breach of this clause by the Service Provider or any of its Personnel or any other person engaged by it in the performance, or purported performance, of its obligations under the Agreement.

13. FORCE MAJEURE

- 13.1 A "Force Majeure" means any event or circumstance or combination of events limited to any natural element or other act of God, like flood, earthquake, cyclone, tsunami or other natural disaster, acts of terrorism, or act of public enmity, that wholly or partly prevents or unavoidably delays a Party affected by such Force Majeure ("Affected Party") in the performance of its obligations under the Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party, are of unforeseen nature and could not have been avoided if the Affected Party had taken reasonable care or complied with prudent industry practices
- 13.2 It is hereby clarified that any suspension, delay or other effect to the Services due to any act, omission, default or breach by the Service Provider shall not be considered a Force Majeure event. Any increase in prices, non-availability or lack of funds, manpower and necessary utilities, changes in rates of currency, market fluctuations, changes in market conditions, mechanical breakdowns, labour unrest, transport problems and other similar conditions are not included under the meaning of a Force Majeure event.
- 13.3 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 5 (five) days after the date of commencement of such Force Majeure event or the date on which such Affected Party should reasonably have become aware of the commencement of the Force Majeure event.
- 13.4 The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure as soon as practicable. The Affected Party shall resume the performance of its obligations under this Agreement as soon as possible from the date of cessation of Force Majeure Event or its consequences. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the Agreement, as soon as practicable after becoming aware of each of these cessations.
- 13.5 Neither Party shall be liable to the other for any delay or failure in performing its obligations under the Agreement to the extent that such delay or failure of performance of its obligations was prevented and delayed due to a Force Majeure, subject to the receipt of the notice shared under Clause 13.3 by the other Party.
- 13.6 If due to a Force Majeure Event, a Party failed to perform its obligations under this Agreement for a continuous period of [120 (one hundred and twenty) days] from the date of Force Majeure Event, by the Party whose performance has been affected by a Force Majeure Event, the Company may



terminate this Agreement by giving a notice of [30 (thirty) days] in advance to the Service Providers and without any obligation or liability to pay any damages, compensation or penalty.

14. MISCELLANEOUS

14.1 **Amendments:** Any provision of this Agreement may be amended if and only if such amendment is in writing and is signed by the authorized signatories both Parties.

14.2 **Waiver:** Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(i) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Agreement;

(ii) Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and

(iii) Shall not affect the validity or enforceability of the Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Agreement.

14.3 **Entire Agreement:** This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior written and oral agreements, understandings and negotiations between the Parties with respect to the subject matter of the Agreement. Except in case of fraud or misrepresentation, all previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. No representation, inducement, promises, understanding, condition, warranty not set forth herein has been made or relied upon by the Parties. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to the Agreement any rights or remedies hereunder.

14.4 **Cost And Expenses:** Save as provided under this Agreement, each Party shall bear and is responsible for its own costs in connection with the negotiation, preparation, execution, and performance of this Agreement or any other documents which may be negotiated, prepared and executed between the Parties in relation to the Services.

14.5 **Severability:** If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of the Agreement which shall remain in full force and effect, unless such invalidity, illegality or unenforceability adversely affects the underlying intent of this Agreement or unless the invalid or unenforceable provision comprises an integral part of or is inseparable from the remainder of this Agreement.

14.6 **Relationship:** The Parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, employment or similar relationship between



Parties. Neither Party is authorized to bind the other Party to any obligations with third Parties. For avoidance of doubt, it is clarified that this Agreement or the arrangement hereunder is on Principle to Principle to basis.

- 14.7 **Survival:** The obligations mentioned under Definitions and Interpretation, Termination, Dispute Resolution, Governing Laws and Jurisdiction, Indemnification, Confidentiality and Secrecy, Intellectual Property Rights and Miscellaneous shall survive the termination of this Agreement
- 14.8 **Counterparts:** This Agreement may be executed in one or more original counterparts, all of which together shall constitute one Agreement.
- 14.9 **Third Party Beneficiaries:** This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability towards any third person.
- 14.10 **Non-Exclusive Right:** Service Provider's right to provide the services under this Agreement is not exclusive and shall not prevent the Company from granting a similar right to other Parties.
- 14.11 **Confidentiality and Secrecy:**

The Service Provider shall ensure that it shall, at all times, keep confidential, (and shall ensure that its respective employees and agents keep confidential) any Confidential Information which is in its possession or which it acquires in relation to the Company pursuant to this Agreement and shall not use or disclose such Confidential Information.

The terms of this Agreement including the Annexures hereto and their contents are intended for the exclusive use of the Parties and shall not be disclosed by them to any person without obtaining prior written consent from such party, other than their legal and financial advisors for the purposes of the proposed transactions.

If the Service Provider learns or received any Confidential Information of the Company, the Service Provider shall: (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the performance of the Agreement. Notwithstanding the above, the Service Provider may provide such Confidential Information to its officers, directors, managers, employees and affiliates, in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential Information shall be informed by the Service Provider of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions.

The Service Provider shall be liable for any breach of this provision if it improperly discloses any Confidential Information to any person or entity which is not in pursuant to the terms of this Agreement. All Confidential Information shall remain the property of the Company and shall be returned to it after its use or need has expired or upon the request of the Company. The Parties hereby agree that activities of the Service Provider do not involve, and have not involved, the unauthorized use or unauthorized disclosure of any confidential information belonging to any third party.

The Service Provider acknowledges that in the event of any breach of this clause by the Service Provider, it shall be liable to pay damages as may be quantified by Company. This clause will be



operative until such time as the confidential information becomes publicly known shall survive the early termination or expiry of this Agreement.

14.12 Intellectual Property Rights:

The Service Provider hereby acknowledge and accept that, subject to the provision of this Agreement, nothing stated herein shall be deemed to have granted to the Service Provider, by implication, estoppel, or otherwise, and the Service Provider shall not acquire, any right, interest or license in or to any Intellectual Property Right of the Company.

The Company shall retain the right over their own tangible and intangible property and to use and own all its respective right, title and interest, including all related Intellectual Property Rights. The Service Provider shall not use the Company's Intellectual Property Right or name, logo, trade mark, corporate marks, etc., in any form, in any promotional materials, signs, announcements, or other forms of communication or advertising by it or in any other manner whatsoever, including, making direct or indirect references to the Company on any social media outlet (i.e., weblogs or "blogs," wikis, and other forms of online publishing) including, but not limited to, Facebook, Twitter or YouTube.

Service Provider shall not, at any time, without obtaining prior written permission, use the Company's or its affiliate's symbol, logo or photographs or any other description/depiction, which is reflective and/or associated with Company's identity or its affiliate's identity and the same will remain the exclusive intellectual property of Company. The Service Provider shall not use Company's or its affiliate's symbol, logo or photographs in any advertisement and other promotional materials aimed to promote the same during the tenure of this Agreement.

The Service Provider agrees that it shall cease the use of the Company's Intellectual Property Right, in cases when such use had been approved in advance in writing by the Company, with immediate effect, upon termination or expiry of this Agreement. Such approval shall not be applicable for any renewed term of the Agreement. The Service Provider further agrees that the use of such Intellectual Property Right in the aforesaid Intellectual Property Right of the Company shall not give the Service Provider any right, title, or interest in respect of the said Intellectual Property Right and the same shall only be used for the limited purposes as approved by the Company. The Service Provider shall strictly be liable to ensure that there is no unauthorised use or access of such Intellectual Property Right belonging to the Company, by any employees, agents, contractors, subcontractors, successors, permitted assigns or any other person under control of the Service Provider using such Intellectual Property Right.

The Service Provider has valid and subsisting licenses in respect of all the software(s) that are being used in its business activities and for the performance of its obligations under this Agreement.

15. DISPUTE RESOLUTION, GOVERNING LAWS AND JURISDICTION

15.1 Dispute Resolution

15.1.1 The Parties shall make best endeavors to settle by mutual consultation any claim, dispute or controversy ("Dispute") arising out of, or relating to or under this Agreement, including any Dispute with respect to the existence or validity of this Agreement, the interpretations hereof, the performance of the obligations hereunder, or the breach or alleged breach of this Agreement or any part thereof.



15.1.2 If the foregoing procedures fail to resolve the Dispute within ten (10) working days of referral for mutual consultation, and if the value of such Dispute is more than Rupees One Crore, such Dispute shall be referred to and finally settled by arbitration in accordance with laws of India as set forth below:

15.1.3 The arbitration proceedings shall be conducted in English. The seat and venue of the arbitration shall be Mumbai, India.

15.1.4 The arbitral court shall comprise of a single arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996.

15.1.5 All costs and expenses (including the counsels' fees) in relation to such arbitration proceedings shall be borne by the Company or the Service Providers respectively.

15.1.6 The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable for the procedure of arbitration.

15.1.7 The award rendered by the arbitral court shall be final and binding on the Parties and judgment thereon may be entered in any Court of competent jurisdiction.


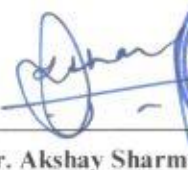

15.1.8 Any disputes of value less than Rupees One Crore arising in connection with this Agreement shall be referred to the courts as mentioned in the Agreement.

15.2 **Governing Law and Jurisdiction**

This Agreement and the rights and obligations of the parties arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and will be construed in accordance with the laws of India. Subject to the provisions on dispute resolution above, the Courts at Mumbai alone shall have the exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Agreement.



IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date hereinafter mentioned.

FOR AND ON BEHALF OF EQUINOX LABS PRIVATE LIMITED		FOR AND ON BEHALF OF SEMOLINA KITCHENS PRIVATE LIMITED	
Authorized Signatory (NAME & SEAL)	 Mr. Bhimkumar Prasad	Authorized Signatory (NAME & SEAL)	 Mr. Akshay Sharma
Designation	Authorised Signatory	Designation	Business Head
Witnesses: 1. Mr. Sanket Shah		Witnesses: 1. Mr. Sanjeev Mishra 	



ANNEXURE 1
CHARGES FOR THE SERVICES

Sr No	Service	Parameters	Qty (Picked Sample Qty for testing)	Frequency (Once in Six months/Biannually)	Rate (in Rs)
1	Food Microbial	Total bacterial count, Coliform e-coil, staphylococcus aureus	1	Once in Six months	1,600
2	Water Test Basic	Chemical Parameters: pH, Total Dissolved Solids, Total Hardness, Turbidity, Color, Odour, Taste, Conductivity, Total Alkalinity, Nitrate, Magnesium, Calcium, Sulphate, Silica, Chloride Microbiological Parameters: Total Bacterial Count, Coli forms, E. col,	1	Once in Six months	2,000
3	Water as per IS 10500	90+ parameters	1	Once in Six months	8000
4	Hand Swab	TPC, Ecoli, Coliform	1	Once in Six months	700
5	Hygiene Audit	48 Pointers checklist as per FSSAI	1	As per requirement	4,000
6	Fostac Training - Advance-Catering Individual	1. Trainer will come to the site and will be a classroom Session 2. Max 40 candidates can be enrolled 3. Incase of outside training location, traveling Charges of the trainer to be paid by the client on actual basis or Pick up and drop faciclity for the trainer. 4. Require Projector, While board, Printouts of the question papers shared by Equinox labs, Note Pads and Lunch for the trainer to be arranged by the client 5. The Training Site needs to be arranged from the client side.	1	As per requirement	25000
7	Raw Material Testing	Quotation for food testing shelf life study per each pull-out-Appearance, Moisture, Coliform, E-coli, Salmonella,	1	As per requirement	1,500



Sr No	Service	Parameters	Qty (Picked Sample Qty for testing)	Frequency (Once in Six months/Biannually)	Rate (in Rs)
		Staphylococcus aureus Per Phase			
8	Raw Material Testing	Quotation for Powdered Spices testing as per IS Standards-Lead as Pb Mercury as Hg Arsenic as As Cadmium as Cd Sudan I,II,III,IV	1	As per requirement	3,600
9	Raw Material Testing	Quotation for Flours items- Moisture Total Ash Gluten Acid Insoluble Ash in dil HCL Rodent Hair and excreta	1	As per requirement	1,650
10	Raw Material Testing	Quotation for Rice-Moisture Foreign Matter Other edible Matter, Damaged Grains Weevil led Grains Uric Acid	1	As per requirement	1,200
11	Raw Material Testing	Quotation for Dals-Moisture Foreign Matter Other edible Matter Damaged Grains Weevil led Grains Uric Acid	1	As per requirement	1,200
12	Raw Material Testing	Quotation for Pulses-Moisture Foreign Matter Other edible Matter Damaged Grains Weevil led Grains Uric Acid	1	As per requirement	1,200



Sr No	Service	Parameters	Qty (Picked Sample Qty for testing)	Frequency (Once in Six months/Biannually)	Rate (in Rs)
13	Raw Material Testing	Quotation for Cereals- Moisture Foreign Matter Other edible Matter, Damaged Grains Weevil led Grains Uric Acid	1	As per requirement	1,200
14	Raw Material Testing	Quotation for Oils- Appearance Odour, Taste, Color as visual appearance Iodine value, Saponification value Un saponification value Free Fatty Acid Peroxide value Test for mineral Oil Argemone oil Caster oil	1	As per requirement	4,000



ANNEXURE II

SCOPE OF SERVICES

1. Scope of Work:

- (i) Service Provider agrees that it shall conduct the following: Microbiological, physical, and chemical testing of food, water, and ice cubes; swab testing of equipment and food contact surfaces; and nutritional labeling. These services will be performed at various outlets & lounges located in Terminal 2, Chhatrapati Shivaji International Airport, Mumbai as and when instructed by the Company.
- (ii) Service Provider shall submit the reports of the Services during the tenure of this Agreement on the same terms and conditions as per this Agreement. . Company shall issue a duly signed work-order which shall bear the applicable terms and conditions on the rear side, the same being applicable to Service Provider.

2. Delivery and Packaging:

- (i) Service Provider shall deliver the report at no delivery cost to Company at Company units or outlets or such other location as may be specified by Company from time to time and report should be prepared within 7 Working days.
- (ii) In case of any other requirement, Company will advise for testing schedule from time to time. All the Food Samples and Swab samples should be tested as prescribed by The Food Safety and Standards Authority of India (FSSAI) and NABL or any other appropriate authorities. No separate cost pertaining to packaging shall be charged upon Company at any time.

3. Management Requirements (Quality Audit):

- (i) The Service Provider should have a valid FSSAI license and NABL Certificates and shall comply with provisions of The Food Safety and Standards Authority of India (FSSAI) or any other appropriate authorities. Further, the lab will have appropriate facilities in terms of the following:
 - Service Provider shall have Proper Environmental Conditions (Monitored and appropriate)
 - Service Provider shall have sufficient separation between incompatible (Clean and Dirty) activities.
 - Service Provider shall maintain the controlled access to the lab.
 - Service Provider shall maintain hygiene of premises, equipments, storage area, and employees at all times.
 - Service Provider shall provide NABL Certification Scope documentation (New Applied/ Renewed) NABL logo, & testing method on test reports.
 - Service Provider should have enough qualified, trained and experienced staff to handle the testing jobs.



- Service Provider shall have adequate infrastructure, equipment facilities to perform the tests.
- Service Provider should response immediately in case of emergency during any analysis required regarding food poisoning incident investigation or failure of any critical test parameter result. There should be an authorized and competent person from the laboratory end who will response to immediate action.

4. Laboratory sampling requirements for compliance by the Service Provider are as follows:

- Sampling should be performed by trained & technical person.
- Food sampler should be in proper PPE (apron, hand gloves, cap, nose mask), should carry IPA (70%) solution & appropriate tools for sample collection like clean, dry, leak-proof, wide-mouthed and sterile containers such as plastic jars or stainless metal cans, sterile nasco bags, swab stick, ice pack, insulated box etc.
- Sampling date, time, description of the sample like name, manufacturing date, quantity, storage condition etc., sampling location, food sampler name should be recorded properly & duly signed by both the parties.
- If Service Provider doesn't comply with the above parameters, the Agreement may be terminated by the Company at its sole discretion.

5. Laboratory sampling procedure to be followed by the Service Provider is as follows:

- Food sample must be provided to the laboratory in its actual pack size & sealed condition.
- If products are in bulk or in containers too large for submission to the laboratory, transfer representative portions to sterile containers under aseptic conditions.
- Clean, dry, leak-proof, wide-mouthed and sterile containers such as plastic jars or stainless metal cans of a size suitable for sample of the product or sterile nasco bags must be used.
- Take care not to overfill bags/containers or permit puncture by closure.
- Ask food sampler to deliver samples to the laboratory promptly with the original storage conditions maintained as nearly as possible.
- Ask food sampler to transport frozen or refrigerated products in approved insulated container with ice pack so that they will arrive at the laboratory unchanged.
- Dry or canned foods that are not perishable and are collected at ambient temperatures need not be refrigerated.
- Do not freeze refrigerated products.
- Swab sample to be collected through swab stick from 5cm x 5 cm square area (Approx) from food handler hand or from equipment.
- Ice sample to be collected in sterile container through sterile ice scoop and to be transferred immediately in approved insulated box.



- (xi) Water sample to be collected in sterile plastic jars from the sampling location.
- (xii) Sample amount provided should be sufficient enough for the required analysis.
- (xiii) All the samples should be tagged properly like sample name, sampling location etc for proper traceability.



ANNEXURE III

TERMS OF AGREEMENT

1. The Service Provider shall maintain cleanliness of the standards acceptable to Airport authority.
2. The Service Provider shall ensure green initiative approach and Good Industry Practice in carrying out the activities at airports. Airport Authority aims to be a plastic free Airport and hence does not recommend single use plastic across all regions.
3. The Service Provider shall employ staff and personnel of good character and behavior, neat and courteous and shall ensure that they conduct services in a professional manner.
4. The Service Provider shall not do any illegal or unlawful business or activities.
5. The Service Provider shall not leave any waste material or other refuse in or near the outlet. The waste materials or refuse shall be removed with extreme care immediately to the designated "Waste Disposal Points" within the Airport. The waste materials should be segregated into bio degradable and non-bio degradable.
6. The Service Provider shall not cause or suffer any damage to the outlets/ Terminal Building/ Airport due to any act or omission of the Service Provider or its representatives. If any such damage is caused, the Service Provider shall forthwith repair such damage or make the representative.
7. The Service Provider or its representatives shall not at any time indulge in any corruptor criminal activity including smuggling of goods, selling duty free products in an open market at discounted prices and other such activities.
8. The Service Provider shall not stock, sell, display or exhibit for sale any products, books, journals, magazine, newspaper, periodical, statue, idol, painting or any other objector thing which is or may be deemed to be obscene, indecent, immoral, improper or otherwise religiously sensitive and objectionable in character.
9. The Service Provider shall be complying with all the applicable laws and at all times adhere to the Good Industry Practice.
10. The Service Provider shall at all times comply with and adhere to the instructions given by the Airport Health Officer (AHO). It shall further notify the Company to inform to AHO if any employee working for the Service Provider in the outlet of the Company is suffering or suspected to be suffering from any infectious or contagious disease.
11. The Service Provider shall be solely responsible for obtaining Security Clearances from Bureau of Civil Aviation Security (BCAS) and furnish all necessary documents required to obtain BCAS security clearance, secure work permits and secure access passes for its employees. All employees/ representatives of the Service Provider shall be in possession of Airport Entry Pass (AEP) card in order to access to the Terminal Building or Security Zone Area in the Airport.
12. If the aforesaid covenants are not met by the Service Provider, Service Provider shall be solely liable and make good the loss suffered by Company for non-compliance and non-delivery of performance as stated by Airport Authority for fulfilling the obligations under the Agreement.



ANNEXURE IV
LIST OF DOCUMENTS

1. Copy of Aadhar Card.
2. Police verification Certificate
3. Company Id card
4. 2 passport size photographs



ANNEXURE V
LOCATION

AIRPORT NAME	OUTLETS/AREA
Terminal 2, Chhatrapati Shivaji International Airport, Mumbai	1. Outlets/Lounges/FnB Unit within the Airport as communicated from the Company from time to time.



ANNEXURE VI

ETHICAL TRADE CODE OF CONDUCT AND HUMAN RIGHTS POLICY

1. The Company demands quality products and service at all times, and also expects the business partners to ensure that those products are produced ethically and sustainably. The Company understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity.
2. This Code of Conduct therefore outlines the minimum requirements placed on the Company's business partners concerning their responsibilities towards their stakeholders and the environment. Company defines their stakeholders as their employees, and also any employees of their sub-contractors. Company reserves the right to reasonably change the requirements of this Code of Conduct as necessary to keep up with relevant legislation and to reflect our sustainability targets and ambitions.

3. **Key Principles**

(i) **Workforce rights**

The people working for the Company's business partners are to be treated with respect, and their health, safety and basic human rights must be protected and promoted. Each business partner must strive to comply with the Ethical Trading Initiative base code (detailed below), which the Company has adopted as our international standard, and with all relevant local and national laws and regulations.

(ii) **Modern slavery**

The Company does not tolerate any form of slavery, forced labour or human trafficking within or business or our supply chain. The Company expects our business partners to have satisfactory processes for managing the risks associated with modern slavery within their business. All business partners are required to inform the Company immediately should they become aware of any actual or suspected slavery, forced labour or human trafficking in their business transaction or Services in respect of any products, services or component parts supplied to or services provided to the Company.

(iii) **Environmental standards**

The Company's business partners must act in accordance with the applicable statutory and international standards regarding environmental protection. The Company also encourage our business partners to:

- Monitor, measure and minimize environmental pollution and work to improve environmental performance where possible;
- Use manufacturing processes that:
 - are energy and resource efficient
 - contain minimal use of virgin or rare materials
 - maximise use of post-consumer materials where possible



- are non-polluting
 - recycle materials where appropriate
 - Report on these impacts and activities
- (iv) Sub contracting business partners who use subcontractors are responsible to ensure that any subcontractors are aware of the standards set out in this Code of Conduct or have an equivalent policy in place.

(v) **Auditing and continual improvement**

To ensure adherence and continual improvement against this agreement, the Company reserves the right to visit and assess our business partners' operations when it is deemed appropriate. The Company expects our business partner to support this process fully and also to encourage their own business partners to work to these principles. This policy will be reviewed by the Board on an annual basis.

ETHICAL TRADE CODE OF CONDUCT

THE ETHICAL TRADING INITIATIVE BASE CODE

4. EMPLOYMENT IS FREELY CHOSEN

- (i) There is no forced, bonded or involuntary prison labour.
- (ii) Workers are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice.

5. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- (i) Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- (ii) The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- (iii) Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- (iv) Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

6. WORKING CONDITIONS ARE SAFE AND HYGIENIC

- (i) A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- (ii) Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.



- (iii) Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- (iv) Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- (v) The company observing the code shall assign responsibility for health and safety to a senior management representative.

7. CHILD LABOUR SHALL NOT BE USED

- (i) There shall be no new recruitment of child labour.
- (ii) Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices.
- (iii) Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- (iv) These policies and procedures shall conform to the provisions of the relevant ILO standards.

8. LIVING WAGES ARE PAID

- (i) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- (ii) All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- (iii) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

9. WORKING HOURS ARE NOT EXCESSIVE

- (i) Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- (ii) In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

10. NO DISCRIMINATION IS PRACTISED

- (i) There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.



11. REGULAR EMPLOYMENT IS PROVIDED

- (i) To every extent possible work performed must be on the basis of recognized employment relationship established through national law and practice.
- (ii) Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

12. NO HARSH OR INHUMANE TREATMENT IS ALLOWED

- (i) Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject to apply that provision which affords the greater protection.

APPENDIX: Definitions

Child: Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

Young Person: Any worker over the age of a child as defined above and under the age of 18.

Child Labour: Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

