

SEMOLINA KITCHENS PRIVATE LIMITED

SERVICE/S AGREEMENT

This Agreement (hereinafter referred to as "the Agreement") is made and entered into on this 1st day of July 2024 at Trivandrum.

BY AND BETWEEN

Semolina Kitchens Pvt Ltd, a company incorporated under the Companies Act, 2013 having its registered office at Thiruvananthapuram International Airport T2, Airport Rd, Chackal, Thiruvananthapuram-695024 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 successors and permitted assigns) of the **FIRST PART**;

AND

Perfect Calibration Centre Pvt. Ltd., having its registered office No.41, 'PERFECT CORNER', 2nd STREET, SINGARAVELAN NAGAR, MADURAVOYAL, CHENNAI-95. through its Authorised Signatory Mr. Srinivasan.S, (hereinafter referred to as 'Vendor' which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **OTHER PART**

Vendor and Company shall for the purpose of this Agreement be collectively referred to as "Parties" and individually as a "Party".

RECITALS:

- A. Whereas, Vendor is, inter alia, engaged in the business of Calibration Services. For the purpose of this Agreement, Company refers to Travel Food Services Chennai Private Limited and its affiliates, as mentioned under Annexure D;
- B. Company has been granted concession rights to provide food and beverage services ('Services') at various on the terms and conditions as more particularly contained in the Concession Agreement;
- C. Vendor in order to sell Goods at locations, as stated under Annexure E ("Location") approached Company and requested to allow it to sell Goods from No.41, 'PERFECT CORNER', 2nd STREET, SINGARAVELAN NAGAR, MADURAVOYAL, CHENNAI-95;
- D. Based on the representation made by the Vendor, Company has agreed to engage Calibration Services under this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration flowing from each Party to the other, sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **DEFINITIONS**

- 1.1 "Service/s" means all such as Calibration Services provided to the Company by the Vendor mentioned in Annexure A of this Agreement.
- 1.2 "Effective Date" means first date of Calibration Services by Vendor to the Company.
- 1.3 "Price" means the price for the Calibration Services from the Vendor and paid by Company under this Agreement and as more specifically defined in Annexure B of this Agreement.
- 1.4 "Force Majeure Event" means any event that is beyond the control of the affected Party, the occurrence of which could not be reasonably expected by the affected Party and the effect of which could not be reasonably avoided or overcome by the affected Party and includes all or any of the following events or occurrences and the effects thereof: Acts of God, flood, earthquake, storm, cyclone, tornado, hurricane, lightning, fire, explosion, epidemic, embargoes, riot or civil - disturbances; strikes or other labour disputes which affect the production or delivery of the Goods; sabotage, expropriation, confiscation, orders or temporary or permanent injunctions of any duly constituted court/tribunal/authority of competent jurisdiction.
- 1.5 "Financial Year" means the period which commences from 1st April of a calendar year and ends on 31st March of the following calendar year.
- 1.6 "Business Day" shall mean a day other than Sunday on which banks are open for normal banking business.
- 1.7 "Affiliates" shall mean and include
- (a) Any company which is the holding company or subsidiary or
 - (b) A company in which it holds equal to or more than 20% of the control.

For the purpose of this definition of Affiliate and Agreement, "control" together with grammatical variations means the power to direct the management and policies directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise.

- 1.8. "Services" shall mean and include the Services as stated under "Annexure C"

2. **Term:**

This Agreement is entered for a period of 12 Months (01 July 2024 to 30 June 2025) and shall commence on 01 July 2024 and, unless terminated earlier in accordance with its terms, shall continue in full force and effect until the end of the term.

3. DELIVERIES OF THE VENDOR

- 3.1 Vendor hereby agrees that as agreed between the parties, the Vendor shall deliver the Goods at Company's delivery points within Company's Locations at the Airport or such other Locations as set out by Company or as otherwise instructed by Company.
- 3.2 Vendor agrees to deliver Services within 5 days from the time of receipt of formal intimation.
- 3.3 Vendor shall comply with all the regulations including packaging as may be applicable as per the Legal Metrology Act, 2009 (including the rules and regulations made thereunder) and any other current / future applicable laws and regulations as amended from time to time and the quantity is as indicated by Company.
- 3.4 Vendor must confirm to all relevant and applicable regulations/laws (including labour laws) and Vendor shall be responsible to ensure that while providing the Service/s under this Agreement, all such applicable laws/regulations (including labour laws) are strictly followed by Vendor. Vendor shall apply for, obtain and pay for any and all required permissions, permits, approvals, certificates, licenses and inspections necessary for the proper execution and provision of its obligations under this Agreement. Vendor shall adhere to the Agreement Labour Regulations, as may be applicable to them.
- 3.5 Vendor agrees to be responsible for due compliance of all statutory and administrative requirements and regulations of the government (central or state) and local bodies or any other governmental agencies, municipal laws, local laws or any other laws applicable relating to establishment and running of its Factory and in relation to carrying out its obligations in this Agreement.
- 3.6 Vendor represents and warrants to Company that all Service/s by the Vendor are in accordance with the provisions of this Agreement.

4. PRICES AND PAYMENT

- 4.1 The Company as required will purchase the quantities of the Service/s from the Vendor at the Price set out under this Agreement. (Annexure B). The Price payable by the Company to the Vendor is net of statutory deductions as may be imposed or applicable from time to time.
- 4.2 The Vendor shall ensure to raise the invoice including Goods and Service Tax (GST) at the time of Service/s, as stated under clause 4.2, being executed under this Agreement. In case the Company notices any discrepancy in input credit at GST portal, the Company shall solely reserve the right to recover the amount of GST from the Vendor.
- 4.3 The Company shall make the payment of the Price to the Vendor within 45 (Forty Five) days of the date of invoice received from the Vendor.

5. ASSIGNMENT

Vendor shall not be entitled to assign neither this Agreement nor any rights hereunder, except as expressly permitted by this Agreement, directly or indirectly without the prior written consent of Company. Company may assign any of its rights and obligations hereunder to any of its group companies, affiliates, joint venture partners after intimating to the Vendor.

6. INTELLECTUAL PROPERTY

Company, or its affiliate's identity and the same will remain the exclusive intellectual property of Company. Vendor 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 term of this Agreement.

7. TERMINATION

- 7.1 This Agreement shall be terminated at the expiry of the Term of this Agreement; or if at any time during the Term of this Agreement, Service/s does not meet the specifications agreed between the Parties as per the orders placed by Company, then Company shall have the right to terminate this Agreement.
- 7.2 Either party shall have seven (7) days after receipt of a written notice for any breach from the non-defaulting party, to cure any non-compliance of any term of this Agreement and to provide satisfactory evidence thereof curing the defect to the non-defaulting party. If any such non-compliance is not cured within that time, this Agreement shall terminate forthwith on the expiry of (7) seven days.
- 7.3 If at any time during the Term, any process of liquidation or winding up etc. starts against a Party, or the Party makes an assignment for the benefit of creditors, or any proposal under a bankruptcy code or any comparable local statute, or if a bankruptcy petition is filed against or presented by that Party or if a court of competent jurisdiction enters a judgment or order approving such petition or any petition seeking reorganization, arrangement or composition of that Party or its debts or obligations, or if a custodian or receiver and manager or similar official is appointed for that party, or its assets, then the other Party shall have the right to terminate this Agreement forthwith with respect to that Party.
- 7.4 Either Party, which is not a defaulting party under this Agreement, may terminate this Agreement by giving 15 (fifteen) days' notice in writing to the other Party (i.e., to a Party which has breached a provision of this Agreement).
- 7.5 In the event of termination of this Agreement, for any reason whatsoever, then all orders accepted by the Vendor, prior to the date of termination of this Agreement shall be completed notwithstanding the termination of this Agreement; and Company shall make the payments towards the Good/s within thirty (30) days from the date of termination of this Agreement.
- 7.6 Termination of this Agreement does not affect the survival of Clause no. 12 (Confidentiality), clause 10 (Termination) and any other provision of this Agreement which is expressly or by implication intended to survive termination.

8. FORCE MAJEURE

In case Vendor or Company is unable to carry out any obligation mentioned in this Agreement by reason of a Force Majeure Event and it shall

- (i) give the other Party immediate notice of such event; and
- (ii) uses its best efforts to remove the Force Majeure Event as quickly as possible, that obligation will be suspended so far as it is affected by the Force Majeure Event during its continuance. Where Vendor's relies on a Force Majeure Event and Company is unable to obtain supply of the Goods, Company may source supply of comparable Goods (in any format) from another party but shall

9. CONFIDENTIALITY

- 9.1 The Vendor shall keep in strict confidence the existence and contents of the Agreement and all information in whatever form received or obtained by the Vendor from, or on behalf of Company or any other member of the Company Group as a result of, or in connection with the Agreement, including technical or commercial know-how, specifications, inventions, processes, initiatives, pricing information, purchasing volumes and history, purchasing specifications, product marketing results, any other confidential information concerning the business of the Company Group and any reports, summaries or analyses to the extent prepared from such information. The Vendor shall only disclose such confidential information to those of its personnel who need to know the same for the purpose of discharging the Vendor's obligations under the Agreement and shall ensure that such personnel shall keep such information confidential. The Vendor may also disclose such of Company's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 9.2 The Vendor shall, on demand, return to Company (or, at Company's instruction, destroy) all documents and other materials containing or reflecting any of the confidential information referred to in clause 12.1.
- 9.3 The Vendor shall not, without Company's prior written consent (and, if relevant, approval as to content), use any brand names of Company for advertisement or publicity purposes or make any press release or comment to a third party with regard to its relationship with Company, the Agreement or the Goods.

10. INDEMNITY

- 10.1 The Vendor shall take the responsibility in case of any defect/ delay or damages suffered by Company for act/ omission by the Vendor. Further, the Vendor hereby agrees to indemnify and hold harmless Company against any loss, damage suffered by Company due to any breach of this Agreement.
- 10.2 The Vendor unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to defend indemnify Company in full against, and to pay on demand an amount equal to, any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses (together with any applicable GST)) suffered or incurred by, or awarded against, Company arising out of or in connection with:
- (a) any claim made against Company for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods;
 - (b) any claim made against Company by a third party arising out of, or in connection with, the supply of the Goods to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Vendor or its Personnel;
 - (c) any claim made against Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods to the extent that the defect in the Goods is attributable to the acts or omissions of the Vendor or its Personnel;

GST at a composite rate) or linked Goods (being Goods where two items which are liable to GST at different rates are linked together for the purposes of an onward supply); and

- (e) Subject to clause 15, any failure or delay by the Vendor in performing its obligations under the Agreement (including any breach of a warranty given by the Vendor in relation to the Goods.

This clause 14.2 shall survive the termination of the Agreement.

- 10.3 Vendor shall indemnify, defend and hold harmless Company (including each of the respective directors, officers and employees, affiliates, personnel, assigns and successors in interest, as the case may be), from and against any and all losses or claims, damages, liabilities (whether criminal or civil), expenses and disbursements (including the fees, expenses and disbursements of attorney and / or other professional fees and costs) suffered and / or incurred by Company which may arise out of or as a result of any claim made against Company in respect of any liability, loss, foreign object found in the Goods, damage, injury, cost or expense sustained by Company to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from any announcement, circular, advertisement or other publicity in connection with this Agreement, its subject matter or any ancillary matter shall be made or issued by Vendor without the prior written consent of Company.

11. INSURANCE

During the term of the Agreement and for a period of 24 months thereafter, Vendor shall, at its own expense, maintain in force, with a reputable insurance company, transit insurance policy to cover goods despatched to different locations of company across India as listed in Annexure-E.

12. Business ethics and code of conduct

- 12.1 The Vendor 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 Policies.
- 12.2 The Vendor shall not offer or give to 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.
- 12.3 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. We also 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 and expect the same commitment from our business partners including the Vendor.

The Code of Conduct therefore outlines the minimum requirements placed on our Vendor of goods and services concerning their responsibilities towards their stakeholders and the environment. The Code of Conduct and policy can be found in Annexure F.

13. CONFLICTS

Each of Vendor and Company represent and warrant to each other that they have the authority to ente

14. NOTICES

14.1 Any communication, notice or request given or made hereunder shall be served either personally, e-mail, facsimile, courier or registered post in accordance with the following particulars:

(i) In case of Company:

Semolina Kitchens Pvt Ltd

Address: Thiruvananthapuram International Airport T2, Airport Rd, Chackal, Thiruvananthapuram-695024

(ii) In case of Vendor

(iii) Mr. Srinivasan.S

Attn. Authorised Signatory

Communication Address- Perfect Calibration Centre Pvt. Ltd.

Address - at No.41, 'PERFECT CORNER', 2nd STREET, SINGARAVELAN NAGAR, MADURAVOYAL, CHENNAI-95.

Phone: 9381037745.

Email: perfectcallab.info@gmail.com; sriniperfect@gmail.com; perfectkoval@gmail.com

14.2 Any communication, notice or request sent by either Party to the other Party shall be in English and delivered at co-ordinates stated herein above or at such other address notified in writing to the other Party. Any change in the above mentioned co-ordinates of a Party shall be duly notified in writing to the other Party within three (3) days of such change.

14.3 Any communication, notice or request so addressed to the relevant Party shall be deemed to have been duly served or given on (i) the date of service, if served personally, (ii) on dispatch and receipt of confirmation of receipt of dispatch, if sent by facsimile; (iii) on receipt of such email by the recipient, if given by email; or (iv) on the seventh (4th) Business Day after service, if sent by an internationally recognized courier.

15. Anti-bribery and corruption

15.1 The Vendor shall, and shall procure that its Personnel and any other persons who are engaged in connection with the supply of any of the Goods/Services and who are "associated" with the Vendor shall, at all times during the term of the Agreement comply with all applicable anti-bribery and corruption laws and regulations 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

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.

- 15.2 The Vendor 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 Associates shall at all times comply with all such policies and procedures.
- 15.3 The Vendor shall provide Company with all reasonable assistance to enable Company to comply with all applicable laws, including informing Company of any request by a third party for payment of a bribe in connection with the Goods.
- 15.4 The Vendor shall disclose to 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. Any failure by the Vendor to perform its obligations under, or procure compliance with this clause shall be deemed to be a material breach of the Agreement by the Vendor, such breach being incapable of remedy and giving Company the right to terminate the Agreement.
- 15.5 Without prejudice to the foregoing provisions of this clause, the Vendor unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to indemnify Company in full against, and to pay on demand an amount equal to, any loss which 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 Vendor or any of its Personnel or any other person engaged by it in the performance, or purported performance, of its obligations under the Agreement.

16. AMENDMENT AND WAIVER

- 16.1 This Agreement can be amended only if the same is in writing and has been signed by the Parties.
- 16.2 The failure of a Party at any time or times to demand strict performance by the other Party of any of the terms of this Agreement shall not of itself be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other Party of the terms of this Agreement. Further, no consent or waiver of non-compliance with any of the provisions of this Agreement shall be deemed to constitute a consent or waiver of non-compliance of any other provision, whether similar or not, nor shall any consent or waiver constitute a continuing consent or waiver. Also, no consent or waiver shall be binding unless signed in writing by the Party giving the consent or making the waiver.

17. SEVERABILITY

... shall be enforceable under the laws of India, suc

...with a new provision, which shall be as nearly as possible similar in its/legal and commercial effect to the replaced provision.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements whether written or oral between the Parties with respect thereto. The purchase orders issued pursuant to this Agreement shall be deemed to be a part of this Agreement.

19. **COUNTERPARTS**

This Agreement may be executed in two number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

20. **PRINCIPAL TO PRINCIPAL**

This Agreement is being entered into between the Parties on a 'principal to principal' basis and the Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Parties hereto or their respective representatives and employees or to provide any of the Parties with any right, power or authority, whether express or implied to create any such duty or obligation.

21. **MISCELLANEOUS**

21.1 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Vendor and the Company.

21.2 The exercise by a Party of any right or remedy provided in this Agreement is without prejudice to the exercise of any other right or remedy provided herein or any other right or remedy that a Party may have in law or equity.

22. **GOVERNING LAW AND JURISDICTION**

22.1 This Agreement shall be governed in accordance with the laws of India.

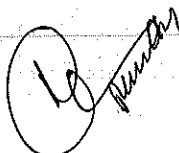
22.2 The courts in Chennai shall only have Jurisdiction in the event of any dispute between the Parties of this Agreement.

IN WITNESS WHEREOF this Agreement has been signed by the authorized representatives of the Parties hereto on the date first herein above written.

Signed on behalf of Company
Semolina Kitchens Pvt Ltd

Signed on behalf of Vendor
Perfect Calibration Centre Pvt. Ltd.

Signed:



Name: Mr. Puneeth Kumar

Signed:



Name: Mr. Srinivasan.S

ANNEXURE A
List of Service/s Provided

Equipment Details
2 Door Fridge
chest freezer
Cold Balmmary
Cold balmnery
Deep freezer
Display chiller
Ice cube machine
Milk boiler
Open deck chiller
Single door Refrigerator
Thermio meter
Under counter chiller
Vertical chiller
Vertical Deep freezer
Visi cooler
Visi cooler

ANNEXURE B

The Price for Service/s are as follows:

Equipment Details	Qty	Unit price
2 Door Fridge	1	1500
chest freezer	1	1500
Cold Bainmary	1	850
Cold bainmery	1	850
Deep freezer	1	850
Display chiller	1	850
ice cube machine	1	1000
Milk boiler	1	850
Open deck chiller	1	850
Single door Rrefegerator	1	850
Thermo meter	1	450
Under counter chiller	1	850
Vertical chiller	1	850
Vertical Deep freezer	1	850
visc cooler	1	850
Visi cooler	1	850

Discount @ 12%

GST@18%

ANNEXURE C

LIST OF MATERIALS

ANNEXURE D

AFFILIATES

1. Semolina Kitchens Pvt Ltd

ANNEXURE E

LOCATIONS

1. Trivandrum International Airport
2. Trivandrum Domestic Airport

ANNEXURE F

ETHICAL TRADE CODE OF CONDUCT AND HUMAN RIGHTS POLICY

1. The Company demand quality goods/products and service at all times, and also expects the business partners to ensure that those goods/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. We expect our business partners to have satisfactory processes for

goods/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.

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 recognised 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.

...whereby, 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 developme

SEMOLINA KITCHENS PRIVATE LIMITED

CIN: U55209DL2022PTC401030

Regd Office: 504, Regus, Level-5, Caddie Commercial Tower, Hospitality District, Aerocity, New Delhi-110037

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

Tel No: (+91-22) 43224322