



**DEAL APPROVAL FORM
AGREEMENT FOR PEST CONTROL SERVICES**


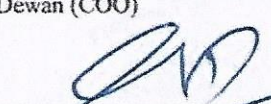
This form captures the key information needed to be reviewed by the Legal and Finance. It should be submitted to the Legal along with any review requests for contracts with SKPL Vendors.

INITIATED BY: ARATRIKA ROY BHATTACHARYA

SKPL Contracting Party		Semolina Kitchens Private Limited (SKPL)
Counter Party Details	Entity Name	Legend Sanicare Private Limited (Service Provider)
	Registered Address	9. R.N.T.P. By Lane, Shyamnagar, North 24 Parganas , West Bengal, 743127
	Signatory	Mr. Shantanu Nag
Purpose of the Master Agreement: Scope (Attach detailed scope if required as Annexure)		Service Provider has agreed to provide Pest Control Services to Semolina Kitchens Private Limited.
Term of Agreement.		25 th January, 2023
Lock-In Period, (if applicable):-		NA
Location		GIAL Building, Lokpriya Gopinath Bordoloi International Airport, Borjhar, Guwahati, Dharapur, Kamrup Metropolitan, Assam, 781015.
Non-Compete-Exclusivity		Non – Exclusive Arrangement
Fees/ Commercials		Charges: Our charges for recommended services will be as follows : 1) For Manpower Rs.14,694.00 Per month 2) Our Service Charges Rs. 7,000.00 Per month. Total Rs.21,694.00 Per month. <i>GST @ 18.00% shall be charged extra on invoice value.</i>
Payment Terms/Credit Period:		Payment to be made within 30 days from the date of invoice.
Stamp Duty		SKPL has paid stamp duty
Right to assign:-		Service Provider shall perform its obligations under this Agreement and shall be not be permitted to assign and sub contract any of its rights and obligations provided hereunder. Company shall be entitled to assign its rights and obligations to any associates / affiliates after giving prior information to service provider.
Termination:		In case of any breach of the terms of the Agreement, the Company shall give 30 (Thirty) days of written notice to the Service Provider and in case such breach has not rectified by the Service Provider after receipt of the Company's written complaint, the Company has the right to terminate the Agreement, by giving fifteen (15) days prior written notice to the Service Provider.
Limitation of Liability		Service Provider shall be responsible and liable for and shall indemnify the Company and keep the Company indemnified against any and all claims, liabilities, and damages, losses, suffered by the Company in the course of providing Services.
Deviations from TFS Standard Agreement or clauses		NA
Commercial Calls/Special Terms/Risks		NA

REVIEWED BY

LEGAL:- Name: Deepak Kurian Sign: 	FUNCTIONAL UNIT/ HEAD Name : Sanjeev Mishra Sign: 
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APPROVED BY	
Vikas Kapoor (CFO) Sign: 	Gaurav Dewan (COO) Sign: 



SCOPE OF SERVICES

Scope of Work

Service Frequency: services will be provided as per below mentioned frequency

- Monthly Red Dot Audit for all the outlets
- Trend Analysis Report
- Integrated Rodent Management Service (Rats, Mice & Bandicoots)-Daily
- Integrated Fly Management Service (Houseflies, Drain Flies, Fruit Flies, Flesh Flies)-Daily
- Integrated Mosquito Control Service-Daily
- Termite Control
- Rhoda mapping to be plotted for all kitchen based areas with traceability (Like numbering and traceability report to be shared on same)
- Foam treatment to be included for drains
- Gel treatment to be included for cockroach's fly ribbons to be included for control of fruit/house flies Oil base treatment and dusting powders to be included for cockroach treatment
- Additional care to be taken for infested outlet and repeated treatment will be done to ensure curtailing same
- Two person should not be on same day off
- Two persons should not be in overlapping shift

Control Measures : We recommend our IDS , IRMS ,IFMS & IMCS As per enclosed SOP

Service Frequency : As mentioned here below

No.	Treatment	Suggested Treatment	Recommended Service Frequency Per Month
1	Integrated Disinfestation Service (Cockroaches, Ants- Red and Black, Silverfish, Spiders)	Yes	Daily (26) treatment with regular check up and monitoring.
2	Integrated Rodent Proofing Service (Rats, Mice & Bandicoots)	Yes	Daily (26)treatment with regular check up and monitoring.
3	Integrated Mosquito Control Service (Mosquitoes)	Yes	Daily treatment (26) with regular check up and monitoring.
4	Integrated Fly Management Service	Yes	Daily treatment (26) with regular check up and monitoring.

Manpower : One Manpower will be deputed for 6 days in a week.

Control for termites

Red dot audit to be conducted for all the outlets and reports to be shared. This has to be done in the span of 3 months once covering all outlets and kitchen.

Roda mapping to be plotted for all kitchen based areas. Supervisors have to monitor the activity of technician and ensure proper treatment is in place.

In terms of infestation of pest at particular area, alternate methods have to be suggested from the existing methods described Flycobait to be included for treatment of houseflies Mosquito/fruit flies trap have to be included in the scope

Specific treatment for fruit flies to be described (foam treatment to be included for drains)

Gel treatment to be included for cockroaches fly ribbons to be included for control of fruit/house flies Oil base treatment and dusting powders to be included for cockroach treatment

Additional care to be taken for infested outlet and repeated treatment will be done to ensure curtailing same. Duty hours for technician to be mentioned. One night shift in every week, need to be conducted and mentioned.

Technician with proper skills to be deployed and in case of any emergency treatment required, the staff must be willing to visit the facility and treat the required area.

Training detail & Medical to be shared for each deputation





महाराष्ट्र MAHARASHTRA

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SERVICE AGREEMENT

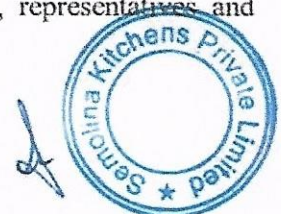
This Agreement made at Mumbai on this 10th day of August, 2023

By and Between

Legend Sanicure Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at 9. R.N.T.P. By Lane , Shyamnagar, North 24 Parganas , West Bengal- 743127 ,through its Authorized Signatory Mr. Shantanu Nag , 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 and exciting under the Indian Companies Act, 2013 and having its Registered Office at 504, Regus Level -5, Caddie Commercial Towers, 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**.



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जोड़पत्र - २ / Annexure - II AGREEMENT

दस्तावा प्रकार	
दरत कॅवणी करवार अहेत का ?	YES / NO
मिलकतीचे वर्णन -	
मुदांक विकत देणाऱ्याचा नाव	
दुराध्याचा पत्ताकाचे नाव	
हस्त अखत्यार न्याब काय व काल	
मुदांक शुल्क रक्कम	
मुदांक विक्री नोट वही अस्तु. अस्तु/अस्तु/अस्तु	
मुदांक विकत देणाऱ्याची वही	
मुदांक विक्रीवारी अस्तु	
परवाना क्रमांक: २००००११	
मुदांक विक्रीचे दिनांक, वतन कार असेम्बलेशन ऑफ एम एच सी डी	
२, हनुमन्त मीनारी मार्ग, अरुण हाथारकुल का हाथार,	
कॅव्हेटिन विवेकवादा बायुला, सी.एस.टी. मुंबई - ४०० ००९	
ज्या कायदावारी वही मुदांक अस्तु ज्या वही न्याब कायदावारी	
मुदांक अस्तु केवळामुल २ मीनेकरा जगती वेळामुल अस्तु ।	

Amolina Kitchens Private Limited
 Shiv Sagar Estate, A-Block,
 1st Floor, Dr. A. B. Road, Worli
 Mumbai - 400018.

9 MAY 2023
 - 9 MAY 2023



WHEREAS Service Provider is carrying on the business of providing Pest control services.

AND WHEREAS the Service Provider has represented that it has requisite expertise and knowledge in providing the pest control 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 GIAL Building, Lokpriya Gopinath Bordoloi international Airport, Borjhar, Guwahati, Dharapur, Kamrup Metropolitan, Assam, 781015.

AND WHEREAS Service Provider has agreed to provide pest control services (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.

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.

(Company and Service Provider are hereinafter collectively referred to as "Parties" and individually as "Party", as the context may demand)

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

1. APPOINTMENT AND SCOPE OF WORK

- 1.1 In consideration of the Company paying the charges, Service Provider shall provide the Services mentioned in the **Annexure II** to the location as mentioned in the Annexure attached herewith, 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, 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.
- 1.2 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 Service provider commences performing the Additional Services, and the Company shall reimburse Service Provider for the costs incurred by Service Provider in performing the Additional Services in accordance with the terms agreed between the Parties in writing.
- 1.3 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. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are mentioned in this Agreement.



2. **PERIOD - TENURE AND TERMINATION**

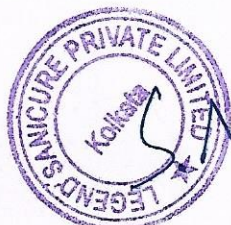
Unless terminated by either Party in accordance with the provisions of this Agreement, the Agreement shall be valid for a period of 2 year (Two year) months effective from 25th January, 2023 and expiring on 24th January, 2025, unless terminated earlier. The Company shall be entitled to terminate this Agreement without assigning any reasons by giving the Service Provider a written notice of 30 (thirty) days prior to the date on which it intends to terminate the Agreement.

3. **RENEWAL**

Unless terminated earlier, renewal instructions (if any) must be indicated at least 30 (thirty) days prior to the expiry of the existing agreement. Renewal of the Agreement will be done only on mutual acceptable terms in writing within one month of the date of expiry of the existing agreement.

4. **CHARGES**

- 4.1 In consideration of the services to be provided by the Service Provider pursuant to this Agreement, the Company shall pay to the Service Provider charges as mentioned in the Annexure –I after deduction of tax at source under Income Tax Laws as may be in force from time to time or any other tax as applicable from time to time, to this Agreement. The Company shall pay the said charges through RTGS in favour of Service Provider within 30 days from the date of receipt of the bill raised by Service Provider on the Company.
- 4.2 The Service Provider shall ensure to raise an invoice including Goods and Service Tax (GST) for the Services by 1st of next month after the completion of the Services to the Company during the term of the Agreement. In case of discrepancy in input credit at GST portal, Company shall solely reserve the right to recover the amount of GST from the Service Provider. Each invoice shall be in a format acceptable to the Company, shall quote the relevant order number and shall be sent to the Company's designated address for processing, together with any supporting documentation.
- 4.3 The Service Provider unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to defend indemnify the 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, the Company arising out of or in connection with:
- (a) Any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with the services under this Agreement;
 - (b) 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;



- (c) 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 to the extent that the defect in the services is attributable to the acts or omissions of the Service Provider or its Personnel;
- (d) 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; and
- (e) Any failure or delay by the Service Provider in performing its obligations under the Agreement.

5. SERVICE PROVIDER'S COVENANTS

5.1 Service Provider shall be responsible for the following:

5.1.1 Service Provider shall ensure compliance of all the Central, State, municipal and local laws for the purposes of the performance of this Agreement.

5.1.2 Service Provider shall, from time to time, adhere to all applicable statutory regulations as notified or issued by the Government agency/ies, and/or authorities, in relation to the Services hereunder.

5.1.3 Service Provider shall share Red Audit report on quarterly manner, and trend analysis and pest vigilance report on monthly basis.

5.1.4 Service Provider shall use such equipment's, chemicals, as approved/permitted by Government of India or statutory authority/ies, in relation to the Services hereunder. Service Provider must, from time to time, adopt necessary measures for ensuring safe handling/usage of equipment's and chemicals during the rendering of Services at the Premises.

5.1.5 The Service Provider shall take all precautions to avoid accidents or injury to any person at the Premises while rendering the Services. Service Provider must ensure that at no time hindrance shall be caused to business or inconvenience to any of its agents, employees, visitors.

5.1.6 The Service Provider shall, at its own costs and expenses, purchase required pesticides, chemicals, equipment's, tools, dresses, safety materials for the purpose of Services hereunder. The SERVICE PROVIDER shall ensure that its agents, employees, workers, contractors shall adhere to the prescribed security procedures adopted at the Premises.

5.1.7 The Service Provider shall take full responsibility for all the losses, injury, damages, to any person or Premises, and shall take the necessary steps to minimize any loss or damage caused, to the greatest extent possible, and in case of any damages to the Premises, the Service Provider shall repair and make good the same to the satisfaction of the Company.

5.1.8 The Service Provider must not store any pesticide/chemicals inside the Premises.

5.1.9 The Service Provider shall, upon the request of Company promptly furnish to Company all the valid copies of necessary certificates, licenses, approvals, in relation to the Services hereunder, use of pesticides/chemicals, to verify compliance by Service Provider to its obligations hereunder and under the law, and purchase of necessary equipment's.



- 5.1.10 The Service Provider shall only use environment friendly pesticides, chemicals, equipment's which are in compliance to applicable laws (including, but not limited to Central pollution control board/authority), in relation to the Services hereunder.
- 5.1.11 The Service Provider undertakes that usage of insecticides, pesticides, equipment's must always be in accordance with the guidelines affixed on the label and must also meet permitted standards provided under the state and central applicable laws (including, but not limited to rules and regulations made thereunder, guidelines, notifications, directions passed by any government authority), in this regard.
- 5.1.12 The Service Provider shall ensure that Services rendered at no time should violate the provision of Insecticides Act, 1968, and rules made thereunder, and/or any other relevant law or rules framed by state or central government as may be applicable in this regard.
- 5.1.13 The Service Provider shall employ least hazardous materials and most precise application techniques to achieve the desired control.
- 5.1.14 The Service Provider shall, prior to the execution of the Services, coordinate with Company with respect to the required pest control and frequency of the Services. In addition to that, the Service Provider shall share with Company detailed working plan on monthly basis seeking suggestion of Company.
- 5.1.15 The Service Provider shall provide to Company all the reports in regards to the Services rendered at the Premises based on agreed frequency.
- 5.1.16 The Service Provider shall maintain and preserve at all times data, logbooks, records in relation to the Services rendered, and provide the same to Company on its request.
- 5.1.17 The Service Provider hereby assumes full responsibility and liability for compliance and/or noncompliance to all applicable rule and regulations pertaining to health and safety of its personnel's pursuant to this Agreement.
- 5.1.18 The Service Provider shall provide to its workers, agents, employees, contractors distinctive uniform clothing as well as self-protective clothing as suggested by Company. The Personnel's of the Service Provider shall at all times wear these uniforms while rendering the Services at the Premises.
- 5.1.19 The Service Provider shall solely responsible for all expenses pertaining to travel, food, and lodging of its personnel for the purpose of Services hereunder.
- 5.1.20 The Service Provider shall provide, engage such experience personnel's as may be required for rendering the Services hereunder, and in no event, the Company shall be held liable for any liabilities of whatsoever nature arising on account of any acts, misconduct, deficient services, disturbances, annoyances, losses, damages, negligence, fraud, inaction on its part or its personnel's part.
- 5.1.21 The Personnel of the Service Provider engaged for the Services hereunder shall always wear name tags on their uniforms, and upon request of the Company, the Service Provider shall share all necessary information's, documents, verification certificates, pertaining to its personnel's.



- 5.1.22 The Service Provider shall be responsible for obtaining adequate insurances for all risks and losses in connection or arising out of performance of the Services and furnish copies of the same to Company.
- 5.1.23 The Compliance, indemnity and other obligations of the Service Provider shall survive the termination or expiry of this agreement.
- 5.1.24 The Service Provider hereby agree to adhere to the internal policies of the Company as provided in [ssp-supplier-code-of-conduct-2023_final.pdf \(foodtravelexperts.com\)](#). The said policies outlines the responsibilities, which the Service Provider must adhere to towards their stakeholders and the environment, and any non-compliance shall constitute breach hereunder entitling the Company to terminate this Agreement on immediate basis.
- 5.1.25 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 to the Service Provider Staff deployed at the locations for carrying out the services. The Company shall not have any contractual responsibility towards the Staff so employed by Service Provider for performing/providing Services to the Company. However, the Company may at its discretion have the right to request the Service Provider to replace any employee of the Service Provider and the Service Provider shall comply with such request without fail.
- 5.1.26 Service Provider and its Staff shall not at any time use the name and/or the trademark/logo of the Company without receiving prior written approval from the Company.
- 5.1.27 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.
- 5.1.28 Service Provider shall at all times maintain and respect the confidentiality of all/any matters relating to the Services under this Agreement;

6. PARTIES REPRESENTATIONS AND WARRANTIES

6.1 SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

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

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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.



- 6.1.4 Service Provider shall provide all good high quality standard necessary tools, systems, products, applicators, devices, equipments and supplies for the performance of its Services under this Agreement.
- 6.15 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.
- 6.1.6 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.
- 6.1.7 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.

6.2 **COMPANY'S REPRESENTATIONS AND WARRANTIES:**

The Company hereby represents warrants and confirms to Service Provider that:

- 6.2.1 It is an entity duly organized, existing and in good standing under the laws of its jurisdiction;
- 6.2.2 It has all the requisite power and authority to own and operate properties and to carry on its business as now conducted;
- 6.2.3 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. **SERVICE PROVIDER'S LIABILITY AND INDEMNITY**

- 7.1 Service Provider shall be responsible and liable for and shall indemnify the Company and keep the Company indemnified against any and all claims, liabilities, and damages, losses, suffered by the Company in the course of providing Services.

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.

For Service provider:

Legend Sanicure Private Limited

Contact person: Mr. Shantanu Nag

9. R.N.T.P. By Lane , Shyamnagar,

North 24 Parganas , West Bengal- 743127

Email address : Corporate@legendpms.in

Contact Number: 98361 40968



For Company:
Semolina Kitchens Private Limited
Contact Person: Gaurav Dewan
Block-A South Wing 1st Floor Shiv Sagar Estate,
Dr. Annie Besant Road, Worli, Mumbai 400018
Email address: gaurav.dewan@travelfoodservices.com

9. **TERMINATION**

In case of any breach of the terms of the Agreement, the Company shall give 30 (Thirty) days of written notice to the Service Provider and in case such breach has not rectified by the Service Provider after receipt of the Company's written complaint, the Company has the right to terminate the Agreement, by giving fifteen (15) days prior written notice to the Service Provider.

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 AND SUB-CONTRACTING**

Service Provider shall perform its obligations under this Agreement and shall be not be permitted to assign and sub contract any of its rights and obligations provided hereunder. Company shall be entitled to assign its rights and obligations to any associates / affiliates after giving prior information to service provider.

12. **FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a Force Majeure Event).

13. **MISCELLANEOUS**

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

b) **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:

(a) 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;

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

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.

c) **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. 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.

d) **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. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted, the parties shall agree in good faith amendments to the provision in question to the extent necessary to make it valid, legal and enforceable and to secure for the parties rights and benefits which are as similar as possible to those provided for in the Agreement.

e) **Relationship:** The Parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture or similar relationship. Neither Party is authorized to bind the other Party to any obligations with third Parties.

f) **Counterparts:** This Agreement may be executed in one or more original counterparts, all of which together shall constitute one Agreement.

g) **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.

h) **Confidentiality and Secrecy:** The Service Provider acknowledges and agrees that all tangibles and intangibles information obtained, developed or disclosed including business information, the terms and conditions of this Agreement and process of Company relating to its business practices in connection with the performance of services under this Agreement shall be considered to be confidential and proprietary information ("confidential information"). The Service Provider agrees and undertakes that the confidential information shall not be used or permitted to be used in any manner except for the purpose performance of this Agreement and the Service Provider shall not disclose or part with the confidential information to unauthorized persons. The Service Provider shall ensure that their employees / delegates are bound by similar obligation to maintain secrecy in respect of confidential information. The Service Provider acknowledges that in the event of any breach of this clause by the Service Provider 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.

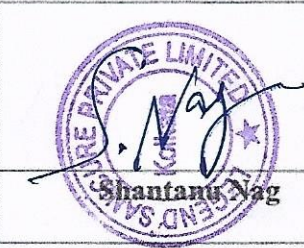
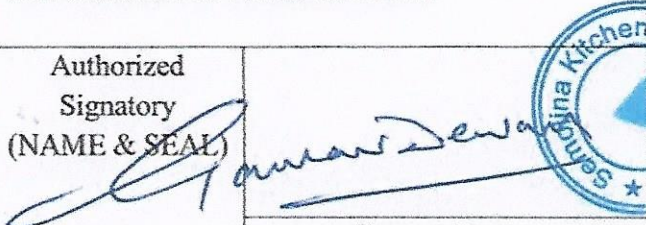
i) **Intellectual Property Rights:** Service Provider shall not, at any time, without obtaining prior written permission, use the Company's or its affiliate's symbol, logo or photographs or any other description/depiction, which is reflective and/or associated with Company's identity or its affiliate's 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.



14. **GOVERNING LAWS AND JURISDICTION**

This Agreement is governed by and will be construed in accordance with the laws of India. 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 LEGEND SANICURE PRIVATE LIMITED		FOR AND ON BEHALF OF SEMOLINA KITCHENS PRIVATE LIMITED	
Authorized Signatory (NAME & SEAL)		Authorized Signatory (NAME & SEAL)	
	Shantam Nag		Gaurav Dewan
Designation	Area Manager	Designation	Director
<u>Witnesses:</u> 1.		<u>Witnesses:</u> 1. Sanjeev Mishra	

Place: Mumbai

Dated:

ANNEXURE I

CHARGES FOR THE SERVICES

Charges: Our charges for recommended services will be as follows :

- 1) **For Manpower Rs.14,694.00 Per month**
 - 2) **Our Service Charges Rs. 7,000.00 Per month.**
- Total Rs.21,694.00 Per month.**

GST @ 18.00% shall be charged extra on invoice value.

ANNEXURE II

SCOPE OF SERVICES

Scope of Work

Service Frequency: services will be provided as per below mentioned frequency

- Monthly Red Dot Audit for all the outlets
- Trend Analysis Report
- Integrated Rodent Management Service (Rats, Mice & Bandicoots)-Daily
- Integrated Fly Management Service (Houseflies, Drain Flies, Fruit Flies, Flesh Flies)-Daily
- Integrated Mosquito Control Service-Daily
- Termite Control
- Rhoda mapping to be plotted for all kitchen based areas with traceability (Like numbering and traceability report to be shared on same)
- Foam treatment to be included for drains
- Gel treatment to be included for cockroach's fly ribbons to be included for control of fruit/house flies Oil base treatment and dusting powders to be included for cockroach treatment
- Additional care to be taken for infested outlet and repeated treatment will be done to ensure curtailing same
- Two person should not be on same day off
- Two persons should not be in overlapping shift.

Control Measures : We recommend our IDS , IRMS ,IFMS & IMCS As per enclosed SOP

Service Frequency : As mentioned here below

No.	Treatment	Suggested Treatment	Recommended Service Frequency Per Month
1	Integrated Disinfestation Service (Cockroaches, Ants- Red and Black, Silverfish, Spiders)	Yes	Daily (26) treatment with regular check up and monitoring.
2	Integrated Rodent Proofing Service (Rats, Mice & Bandicoots)	Yes	Daily (26)treatment with regular check up and monitoring.
3	Integrated Mosquito Control Service (Mosquitoes)	Yes	Daily treatment (26) with regular check up and monitoring.
4	Integrated Fly Management Service	Yes	Daily treatment (26) with regular check up and monitoring.

Manpower : One Manpower will be deputed for 6 days in a week.



Control for termites

Red dot audit to be conducted for all the outlets and reports to be shared. This has to be done in the span of 3 months once covering all outlets and kitchen.

Roda mapping to be plotted for all kitchen based areas. Supervisors have to monitor the activity of technician and ensure proper treatment is in place.


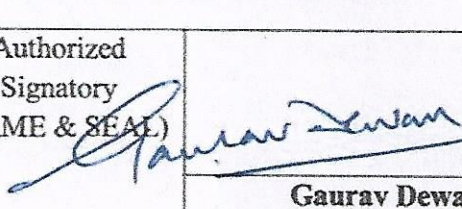
In terms of infestation of pest at particular area, alternate methods have to be suggested from the existing methods described Flycobait to be included for treatment of houseflies Mosquito/fruit flies trap have to be included in the scope

Specific treatment for fruit flies to be described (foam treatment to be included for drains)

Gel treatment to be included for cockroaches fly ribbons to be included for control of fruit/house flies
Oil base treatment and dusting powders to be included for cockroach treatment

Additional care to be taken for infested outlet and repeated treatment will be done to ensure curtailing same. Duty hours for technician to be mentioned. One night shift in every week, need to be conducted and mentioned.

Technician with proper skills to be deployed and in case of any emergency treatment required, the staff must be willing to visit the facility and treat the required area.
Training detail & Medical to be shared for each deputation

FOR AND ON BEHALF OF LEGEND SANICURE PRIVATE LIMITED		FOR AND ON BEHALF OF SEMOLINA KITCHENS PRIVATE LIMITED	
Authorized Signatory (NAME & SEAL)	 Shantanu Nag	Authorized Signatory (NAME & SEAL)	 Gaurav Dewan
Designation	Area Manager	Designation	Director
<u>Witnesses:</u> 1.		<u>Witnesses:</u> 1. Sanjeev Mishra	